

Art. 1 Rental agreement

1.1 Contractual Terms and Conditions

The RENTAL contract (hereinafter referred to as the "Contract") is made up of (i) the ORDER FORM (ii) these GENERAL CONDITIONS OF RENTAL (iii) the ORDER SUMMARY (iv) the privacy policy, which are a substantial and integral part thereof. In case of conflict between these GENERAL CONDITIONS OF RENTAL and the ORDER FORM, the latter shall prevail.

1.2 Identification code

The ORDER FORM, the GENERAL CONDITIONS OF RENTAL as well as the ORDER SUMMARY, which integrate the same Contract, are marked by the same identification code.

Art. 2 - Drawing up the Contract

2.1 Relevance of the RENTAL ACTIVATION FORM

The User acknowledges and accepts that the drawing up of the contract is subject to the express acceptance of the ORDER FORM by SWAG ÖU. The User also declares that, prior to signing the ORDER FORM, they have read the GENERAL CONDITIONS OF RENTAL and fully accept their contents.

2.2 Means of exchange of consent to the drawing up of the Contract

For the purpose of the drawing up of the Contract, the Parties agree that the transmission of the ORDER FORM may take place by electronic means. The Parties therefore waive the right to dispute and/or raise exceptions as to the authenticity and legal and evidential validity of the means of transmission used for the exchange of the ORDER FORM.

Art. 3 - Object of the Contract

3.1 Assets subject to the Contract

The object of this Contract is the rental of the assets or portions thereof, indicated in the ORDER SUMMARY, in the number corresponding to that specified therein (hereinafter, in the plural "Assets" and in the singular "Asset" or "portion of Asset"). The same, as far as is specified, incorporate automated systems capable of performing (in addition to any others) the particular functions (hereinafter referred to as "Typical Functions") of extracting BTC from the Mining Activity.

3.2 Daily accounting

The User who signs this Rental Contract agrees to receive a daily accounting of BTC's computational capacity for each Asset or portion of an Asset that is the subject of this Contract.

Art. 4 - Rental period

4.1 Duration and commencement of rental

Each Asset shall be considered rented for the duration specified in the ORDER FORM starting from the date of receipt of the first daily accounting. In the event that the User decides to opt for the minimum duration of 12 months, the same may renew the contract at the same rental fee only for a subsequent period of equal duration.

Art. 5 - Characteristics of the Assets

5.1 Manufacturing and commissioning requirements of the Assets

The Assets comply with the manufacturing and operational requirements of the relevant legislation. If SWAG ÖU intends to place and/or use the Assets in Mining Farms with registered offices in non-EU Countries, SWAG ÖU warrants that the Assets comply with the various regulations applicable there.

5.2 User's statements on the characteristics of the Assets

The User declares that he is familiar with the characteristics of the Assets and that the Assets meet the requirements and are suitable for the use for which they are rented.

5.3 The right of SWAG ÖU to change the original characteristics of the Assets

SWAG ÖU reserves the right to make changes to the original characteristics of the Assets, provided that such changes do not impair their functionality or significantly alter their appearance.

Art. 6 - Delivery of the Assets

6.1 Terms of delivery of the Assets

The delivery of the Assets on behalf of the User to the Mining Farm must take place within 6 (six) months after the booking lot has been finalised by the User. In the event of a delay in delivery, the User shall not be entitled to make any claims against SWAG ÖU on any grounds whatsoever for termination of the contract and/or compensation and/or reimbursement of sums paid. In the event of a delay of more than 15 (fifteen) working days - provided that it is the sole responsibility of SWAG ÖU and is not due, even in part, to any other cause (such as, but not limited to, unforeseeable circumstances, force majeure, negligence on the part of the User, the carrier or third parties) - the User is entitled to refuse to rent only those Assets that have not yet been received, and is obliged to notify SWAG ÖU in writing, under penalty of forfeiture, before SWAG ÖU carries out the delayed delivery.

6.2 Method of delivery of the Assets

The method of delivery of the Assets is set out in the ORDER SUMMARY.

Art. 7 - Preliminary charges

7.1 Installation of the Assets

The User delegates the task of installing the Assets or portions of the Assets to SWAG ÖU. SWAG ÖU will install the Assets or portions of the Assets on behalf of the User by employing qualified personnel at its own expense.

7.2 Electricity supply

In order to use the functions of the Assets as set out in the technical and operating manuals, SWAG ÖU is obliged to activate and maintain an electricity supply at its own expense for the duration of the rental period.

Article 8 - Obligations of the Parties

8.1 Obligations relating to the safekeeping of the Assets

SWAG ÖU, as custodian of the Assets, undertakes to:

- a) Not to use the Assets for illegal purposes or to commit unlawful activities;
- b) To use the Assets in accordance with their intended purpose and in compliance with the provisions and technical/operating instructions contained in the manuals;
- c) Place the Assets in suitable locations free from specific risks concerning safety and accident prevention;
- d) Not to alter the original condition of the Assets.
- e) To carry out regular cleaning operations of all parts of the Assets with the help of Mining Farm's specialised technical staff;
- f) Not to install and/or connect to the Assets any electronic and/or electromechanical devices belonging to SWAG ÖU that are capable, due to their technical characteristics, of interacting with the machine's software system and/or of transmitting the relevant data to electronic devices, servers or other systems that do not themselves belong to SWAG ÖU or another company in the group.

Art. 9 - Services included in the Rental - Full Service Maintenance

9.1 "Full Service" Maintenance Service

The "Full Service" rental includes, subject to the limits and conditions specified below, the "Full Service Maintenance Service".

9.2 Contents, conditions and limits of use of the "Full Service Maintenance Service".

The Full Service Maintenance Service includes all ordinary and extraordinary maintenance work necessary, regardless of the origin and cause of the fault, to restore the normal functionality of the Assets such as, for example, in the event that as a result of a fault (or theft), it is necessary to replace one or more of the components listed below: transformer, cards, UPS batteries, PC card, touch screen.

9.3 Provision of the Full Service Maintenance Service by other companies in the group

SWAG ÖU may delegate the performance of the full service maintenance contract to other companies within the group or to third parties with whom it has collaborative relationships.

9.4 Timeframe of the Full Service Maintenance Service

SWAG ÖU undertakes to carry out Full Service Maintenance within a maximum period of 30 (thirty) working days from the arrival of the defective Assets and/or individual components to the Mining Farm.

9.5 Cases of exclusion from the Full Service Maintenance Service

The Full Service Maintenance Service is not provided:

- a) In the event of failure of components other than those constituting the original equipment of the Assets.
- b) In the event of destruction of the Asset (i.e. serious damage to the main components of the Asset that cannot be repaired by preserving the identity of the latter).

9.6 Checking the occurrence of the grounds for exclusion from the Full Service Maintenance

The User agrees to leave the assessment of whether the grounds for exclusion from the Full Service Maintenance Service as described in 9.5 above actually exist to the sole and unquestionable discretion of SWAG ÖU, and waives all objections and reservations in this respect.

9.7 Full Service Maintenance Fee

As Full Service Fee, SWAG ÖU will deduct up to 25% of the Mining output for each leased Asset, depending on the reservation lot.

Art. 10 - Theft, loss and destruction of the Asset

10.1 Obligation to report the theft/loss/destruction of the Asset

SWAG ÖU is obliged to inform the User of the theft, loss or destruction of the Asset without delay, necessarily in writing by e-mail; if these events are the result of an illegal act of the Mining Farm or a third party, SWAG ÖU is obliged to enclose a copy of the report filed with the relevant Authorities with the aforementioned notification.

Art. 11 - Rental fee

11.1 Amount, starting date and terms of payment of the rental fee

The User is obliged to pay in full the rental fee indicated in the ORDER FORM for each Asset as from the beginning of the respective rental period. The User declares that it has carefully assessed the adequacy of the rental fee charged by SWAG ÖU and that it considers it to be fully in line with the balance of the contractual relationship under this Contract. For the duration of the Contract, the production of Mining must be credited to the Swaggy E-Wallet in the name of the User on a weekly or daily basis.

11.2 Obligation of punctual and full payment of the sums due under the Contract

The payment of the rental fees as well as any other sum due under the present GENERAL CONDITIONS OF RENTAL shall be made in advance.

Art. 12 - Prohibition of Contract Transfer - Prohibition of rental of the Assets to third parties

12.1 Prohibition of transfer of the Contract

The User may not transfer this Contract to third parties without the prior written consent of SWAG ÖU, including by way of corporate transactions such as, but not limited to, assignment, lease, usufruct, transfer of a company and/or business unit, demerger, merger.

12.2 Prohibition to rent the Assets to third parties

The User is not entitled to rent out the Assets to third parties and shall remain fully and exclusively responsible to SWAG ÖU for the proper fulfilment of its obligations under this Contract.

Art. 13 - Termination of the Contract

13.1 Cases of contract termination

SWAG ÖU is entitled to terminate the Contract, without prejudice to any other action provided for in these GENERAL CONDITIONS OF RENTAL, in the cases expressly stipulated as grounds for termination of the Contract and in the event of a breach by the User of the obligations set out in the following clauses: 11.1, 11.2, 12.1, 12.2, 13.1, 17.1 and 20.1.

13.2 Payment of obligations up to the termination date

In the event of termination of the Contract by SWAG ÖU, the User is obliged to pay the rental fee and any other amount due under the Contract, including the amounts referred to in Article 9.5 of these GENERAL CONDITIONS OF RENTAL, until the date of the said termination.

Article 14 – Withdrawal

14.1 Right of withdrawal by SWAG ÖU

SWAG ÖU is entitled to terminate the Agreement at any time by giving written notice to the User at least 15 days before the effective date of termination (i) in the event of force majeure; (ii) if the User is declared insolvent; (iii) in the event of excessive electricity costs. The exercise of the right of withdrawal by SWAG ÖU shall not entitle the User to make any claims for compensation or damages.

Article 15 – Indemnity

15.1 Liability of the User

The User assumes exclusive and direct liability for any damage and/or detrimental consequences resulting from the violation of the obligations assumed under the Rental Agreement.

15.2 Indemnity obligations

The User undertakes to indemnify and hold SWAG ÖU harmless from all damages, charges, costs and/or expenses that may arise from disputes, administrative proceedings or out-of-court claims of any kind, actions or claims brought by any interested party and/or any other person and/or authority as a result of any failure to comply with and/or violation of its obligations under these GENERAL CONDITIONS OF RENTAL or as a result of illegal or improper use of Mining and BTC by the User and/or its assignees and/or third parties.

Art. 16 – Communications

16.1 Addresses to be used for communication purposes

All written communications between the Parties required or permitted by the present GENERAL CONDITIONS OF CONTRACT, unless individual clauses provide for specific methods of transmission, shall be deemed to have been validly made if sent to the following addresses:

- For SWAG ÖU: e-mail to: info@swagyourlife.com
- For the User: please refer to the details given indicated in the ORDER FORM below.

Article 17 - Obligations of the User

17.1 Obligation to trace financial movements

The User undertakes to comply with all obligations regarding the traceability of financial movements for which he is responsible; the User undertakes to indemnify and hold SWAG ÖU harmless from all liabilities and/or losses and/or claims of third parties directly or indirectly connected with and/or resulting from the violation of these obligations.

Article 18 - Final provisions

18.1 Repeal of prior agreements on the subject matter of the Contract

The Contract abrogates and supersedes any previous written or oral agreement between the Parties on the matter which constitutes its object.

18.2 Variation of the contractual conditions

Any variation of these GENERAL CONDITIONS OF RENTAL or of the Rental Contract must be the subject, under penalty of nullity, of a specific written agreement between the Parties. Should some clauses of the Contract or parts thereof be null and void and/or invalid, this shall not affect the validity of the remaining clauses and/or parts, which shall therefore remain fully valid and effective.

18.3 Tolerance by SWAG ÖU of violations of the contractual conditions

Any toleration by SWAG ÖU of behaviour on the part of the User that violates the terms and conditions of the Contract does not constitute a waiver of the rights arising from the violated provisions or of the right to demand the exact fulfilment of all obligations and compliance with all terms and conditions.

Art. 19 - Processing of personal data

Pursuant to European Regulation No. 679/2016 (hereinafter the "Regulation"), the User is informed that SWAG ÖU acts as the Data Controller of personal data. The Parties acknowledge that the Contract is concluded after acceptance of the privacy policy by the User.

Article 20 Confidentiality

20.1 Scope of the confidentiality obligations

The User undertakes to keep the contents of this Contract strictly confidential and to use them only for the purpose of its execution. The User also undertakes to keep strictly confidential any information it receives from SWAG ÖU concerning the Assets covered by the Contract, their functional and/or operational characteristics as well as the business plans relating to them.

20.2 Definition of confidential information

Confidential information is understood to mean all information, knowledge, data, models, designs, prototypes, know-how, products, technical and computer systems, deeds, documents and all other information, of whatever kind and nature and without any limitation as to the type of material medium, which SWAG ÖU will disclose to the User (hereinafter "**Confidential Information**").

20.3 Commitments on Confidential Information

The User undertakes to:

- (a) To take all necessary and appropriate measures in order to maintain and not prejudice the confidentiality of the Confidential Information of which they will become aware;
- (b) Not to disclose/transmit/disseminate/communicate in any way to third parties - including any associated/affiliated/controlling legal persons - the Confidential Information;
- (c) Not to publish Confidential Information in any way or for any reason whatsoever;
- (d) Not to copy and/or reproduce Confidential Information without the prior written consent of the Legal Representative of SWAG ÖU;
- (e) To use the Confidential Information solely for the purpose of assessing its own interest in concluding this Agreement, to the exclusion of any other and different use;
- (f) Enforce the same confidentiality obligations on its employees and members of the corporate structure by having them sign specific non-disclosure agreements before access to Confidential Information takes place. This is without prejudice to the User's direct liability towards SWAG ÖU for any breach of confidentiality obligations attributable to them.
- (g) To notify SWAG ÖU without delay in writing and by means of certified e-mail of any unauthorised use or disclosure of Confidential Information that comes to their knowledge, and to make every effort to put an end to the unlawful conduct as soon as possible;
- (h) To communicate in advance, by means of certified e-mail, any circumstance from which they detect risks to the protection of the confidentiality of Confidential Information;
- (i) To refrain from carrying out any actions or behaviour that could result in misappropriation or hoarding of customers to the detriment of SWAG ÖU, on the basis of and as a result of the Confidential Information received;
- (l) Not to use the Confidential Information received from SWAG ÖU, either directly or indirectly, in competition with SWAG ÖU;

20.4 Exclusions

Confidential Information does not include information:

- (a) Which, at the time it is communicated to the User, is already in the public domain, or becomes so for reasons that have nothing to do with a breach by the User of its obligations under this Contract;
- (b) Which the User proves to be in possession of prior to the date of signing this Contract;
- (c) Which SWAG ÖU excludes in advance from the application of the confidentiality restrictions in this Contract by means of a written communication signed by its Legal Representative.
- (d) Which must be disclosed by order of the Judicial Authority; in such a case, it is the responsibility of the User to inform SWAG ÖU in advance of the request, so that SWAG ÖU can assess the appropriateness of an opposition action.

20.5 Liability and burden of proof in the event of a breach of confidentiality obligations

As a Legal Entity, the User is directly liable to SWAG ÖU for all breaches of confidentiality obligations by its employees, collaborators or members of the corporate structure, and undertakes to indemnify and hold SWAG ÖU harmless for all direct and indirect damages and expenses incurred by SWAG ÖU as a result of such breaches.

In the event of a dispute arising from an alleged breach of confidentiality obligations, SWAG ÖU is released from its obligation to prove that the User has acted with intent or gross negligence and that the damage is attributable to the User; in this case, the User is obliged to exclude its own liability, if applicable, by proving, among other things, that the damage is not attributable to it.

20.6 Prohibition of reproduction of Confidential Information and duty of return/destruction

All Confidential Information, in whatever form, is and remains the exclusive property of SWAG ÖU. The User may not copy or reproduce Confidential Information for any reason whatsoever without the prior written consent of the Legal Representative of SWAG ÖU, and if such consent is given, the copies or reproductions must be marked with information about the confidentiality and ownership of the information.

Any copy or reproduction of the Confidential Information that SWAG ÖU has permitted the User to make in the manner described above shall be deemed to be the exclusive property of SWAG ÖU and shall be returned or destroyed at SWAG ÖU's option upon the occurrence of the first of the following events:

- (a) End of the permitted use;
- (b) Upon simple written request.

The return or destruction of the Confidential Information must take place no later than 5 (five) days after the said request or the end of the permitted use.

20.7 Validity of confidentiality obligations

The confidentiality obligations assumed by the User and are effective until the expiry of the tenth year following the termination, for whatever reason, of the relationship between the Parties.

Art. 21 - Applicable Law and Jurisdiction

21.1 Applicable law

This Rental Contract shall be governed exclusively by Estonian Law. For all matters not expressly provided for herein, the provisions of the Civil Code shall apply.

21.2 Place of Jurisdiction

For any dispute that may arise between the Parties regarding the interpretation, validity and execution of the contract and that cannot be settled directly between the Parties in an amicable manner, the Law Courts of Tallinn shall have exclusive jurisdiction.

IN ACCEPTANCE

The User declares to have read and specifically approved the following clauses:

2.2 Means of exchange of consent to the conclusion of the Contract; 3.1 Assets covered by the Contract; 4.1 Duration and commencement of the rental; 5.1 Requirements for manufacture and commissioning of the Assets; 6.1 Terms of delivery of the Assets; 6.2 Methods of delivery of the Assets; 9. 5 Cases of exclusion of the Full Service Maintenance; 9.6 Verification of the occurrence of the cases of exclusion of the Full Service Maintenance; 13.1 Cases of termination of the contract; 13.2 Penalty for termination of the contract; 14.1 The right of withdrawal by SWAG ÖU.15 .1 User liability and indemnity obligations; 21.1 Applicable law; 21.2 Place of jurisdiction.

IN ACCEPTANCE
