

## GENERAL RENTAL TERMS & CONDITIONS

### Art. 1 – Scope of Application

The following General Contract Conditions govern the contractual relationship between Digital Business Movement Global - FZCO license code 36870, with its registered office in Dubai Silicon Oasis, DDP, Building A1, Dubai, UAE (hereinafter referred to as "DBM Global" or "Supplier"), and the User (also referred to as "Client") for the provision of services aimed at: 1) Hardware procurement and hosting for cryptocurrency mining purposes; 2) Rental of computational power for cryptocurrency mining. These GTC cannot be waived or modified except in writing.

### Art. 2 Rental Contract 2.1 Contractual Regulation

The rental agreement (hereinafter referred to as the "Contract") consists of:

- (i) the Order Form;
- (ii) the General Rental Terms and Conditions;
- (iii) the privacy notice;

which together form an essential and integral part of the Contract. In the event of any conflicting provisions contained in the Order Form, such provisions shall take precedence over these general conditions, which shall remain valid for the rest. **Art. 3 – Conclusion of the Contract**

#### 3.1 Order Form

The Order Form contains a summary of information related to the rented Service, the rental fee, and the duration of the Rental Contract.

The User declares to have fully reviewed, before the transmission and signing of the Order Form, the General Rental Terms and Conditions and fully accepts their contents. A copy of the General Rental Terms and Conditions is available in the User's reserved area on the website [www.dbm.datexit.com](http://www.dbm.datexit.com). The conclusion of the contract is subject to the express acceptance of the Order Form by DBM Global. Once the contract is concluded, the Supplier will send the User a Report of the Order to the email address provided, containing the information from the Order Form accepted by the Supplier.

#### 3.2 Consent and Conclusion of the Contract

For the purpose of the Contract's completion, the Parties agree that the transmission of the Order Form and these General Rental Terms and Conditions may occur through electronic means. Therefore, the Parties waive any objections or exceptions regarding the authenticity and legal and evidential validity of the transmission method used for exchanging the Order Form and the General Rental Terms and Conditions.

The contract is considered concluded at the moment and place where the Customer becomes aware of the Supplier's acceptance. The parties agree that the contract is considered concluded when the Customer has been notified of the Supplier's acceptance at the time and place where such acceptance is received, unless proven otherwise.

For the conclusion of the contract through electronic means, the Supplier's acceptance is deemed received by the Customer at the moment when the Supplier sends it through electronic channels (emails).

#### **Art. 4 – Definitions 4.1 Glossary**

In addition to the terms and expressions defined in other clauses of the Contract, the following terms and expressions listed below have the meanings indicated for each of them, with the understanding that terms defined in the singular also include the plural, and vice versa:

**Order Form:** The "FORM", completed by the Customer, also electronically, and sent or delivered to the Supplier, subject to its signature or approval, which, constituting a contractual proposal, formalizes the request for the activation of the Services.;

**General Rental Terms & Conditions (GRTC):** Provisions, considered as a whole, that govern the relationship between the Parties, contained in this document. Any differing provisions contained in the Offer shall take precedence over the General Terms and Conditions;

**Contract:** The entirety of the documents and conditions, also attached to these General Terms and Conditions, that completely govern the relationship between the Parties;

**Technical Specifics:** The technical information related to the Services published on the website and/or on the Supplier's profiles and/or communicated verbally or through email or catalogue to the Customer, which describe technical aspects of the supply and to which the Customer must necessarily refer for matters not expressly indicated in the Contract;

**Confirmation of Activation:** The set of communications sent via email or electronic message from the Supplier to the Customer at the email address provided by the Customer in the Order Form, confirming the activation of the Services and containing any Access Credentials for accessing the Services and/or dedicated accounts;

**Access Credentials:** The credentials, generally consisting of a username and password, or a link, sent by the Supplier to the Customer, where applicable, either with the Activation Confirmation or through subsequent communication, that enable the Customer to access the Services or their dedicated online account/space;

**Price List or Catalogue:** The document, if applicable, sent to the Customer via email, phone, internet, and/or communicated verbally, and/or published on the Supplier's website, containing all the standard economic features of the Services generally applied, or alternatively, and if necessary, specific characteristics reserved for the Customer, necessarily accompanied by a written agreement; **Services:** The services chosen by the Customer in the Order Form and governed by the Contract. The Service may involve the rental of computational power by the Customer through hardware and software owned by the Supplier and/or Third Parties, hosted in facilities that allow Data Mining activities; **Hardware:** The production tool of the rented computing service by the Customer, consisting of a graphics card and/or other computer equipment, through which Data Mining activities can be performed (hereinafter also referred to as "Equipment or Equipments")

**Confidential Information:** (i) all information related to the Services and/or the Supplier and/or Third Parties that is not publicly available and is considered and/or classified as confidential and/or secret, of which the Customer becomes aware for any reason related to the application of the Contract and/or the Services; (ii) information about the Supplier that, by their nature, content, or circumstances in which they are disclosed, would normally be considered confidential and/or secret. In this regard, by way of example and not exhaustive, confidential information of the Supplier includes all performances, features, configurations, and technical information of the Service, quotations, audit or security reports, product development plans, customer and supplier names, etc.; **Client:** The individual or legal entity identified in the Order Form who enters into the Contract with the Supplier; **Parties:** DBM Global and the Client;

**Management Cost:** The "cost of management" or "management cost" refers to the charges/expenses that the Customer pays to the Supplier for the execution of Hosting and/or Mining Services, deducted from the value of the generated production;

**Algoritmo di Estrazione:** l'algoritmo utilizzato nell'attività di data mining;

**Mining Pool (or Pool):** A joint group of cryptocurrency miners, who engage in mining activities, combining their computing resources on a network to strengthen the probability of successfully closing a block within the blockchain or otherwise successfully mining the cryptocurrency;

**Hosting Space or Data Center:** The physical location where the hardware infrastructure necessary for the provision of the Service will be placed, connected to the electrical and internet network; **GPUs:** GPU stands for "Graphical Processing Unit," and it is a hardware unit, commonly referred to as a graphics card, through which data mining activities can be performed.

**Cloud Mining:** The service that allows the Customer to rent Mining Power generated by the Supplier, using the hardware at the Supplier's disposal, hosted in a data centre, usually quantified in Gigahash per second (GH/s).

**Cryptocurrency:** A specific cryptocurrency, created or managed using blockchain technology (well known to the Parties), that can be mined with the aforementioned Mining Algorithm. **Uptime:** The actual operating time of the Hardware dedicated to mining activity. **Downtime:** The time during which the Hardware dedicated to mining activity is not functioning or is not connected to the network or the mining pool.

**Commissions/Fees:** the costs and fees that the Supplier periodically charges to the Customer, as defined in the Contract.

**Cryptocurrencies:** refers to virtual currencies.

**Force Majeure** refers to any act or event beyond the reasonable control of DBM Global, including, without limitation, strikes, lockouts, or other labor disputes by third parties, civil unrest, riots, invasions, terrorist attacks or threats of terrorist attacks, war (declared or not) or threat or preparation for war, fires, explosions, storms, floods, earthquakes, subsidence, epidemics, or other natural disasters, failure of public or private telecommunications or electrical networks or providers of telecommunications and electricity services, substantial change in applicable law, or changes in selfregulation of the sector related to cryptocurrencies, mining, or associated services.

**Hashing Power** refers to the average effective nominal computing power generated daily by the Equipment, used to perform mathematical calculations to validate transactions recorded in a block of a blockchain protocol and append it to the previous one without any possibility of modifying the inserted data.

**Cryptocurrencies Production:** It refers to the activity of extracting cryptocurrencies or portions of them by a Mining Pool as a reward resulting from the discovery of the hash that becomes the header of the block that links it to the previous one within the blockchain.

**Tecnology** It refers to the hardware, software, and related features and operating methods, trade secrets, know-how, inventions (patentable or not), techniques, processes, programs, ideas, algorithms, schemes, test procedures, software design, and architecture, computer code, internal documentation, design and function specifications, product requirements, issue reports, analysis and performance information, benchmarks, software documents, and other information, technical, commercial, product, marketing, and financial plans and data, methods, apparatus, and processes subject to publication,

distribution, and exploitation to facilitate the use of services. This includes, without limitation, the software/hardware and other mining infrastructure, software tools, user interface designs, and any derivative, improvements, extensions developed or provided by DBM Global or third-party providers.

#### **Art. 5. Subject of the Contract**

The subject of the Contract is the provision of Services to the Customer with the technical and economic characteristics, in the type and manner specified in the Contract and in the Technical Specifications of the Services themselves. Any additional services beyond those covered by the Contract may be provided, subject to feasibility examination, upon specific request by the Customer, under conditions, terms, and remunerations to be separately agreed upon.

##### **5.1 Hardware and Hashing Power Subject of the Contract**

This Contract concerns the rental, for the period indicated in the Order Form or, in its absence, for a minimum period of 36 months of the Hashing Power of the Equipment or portions thereof placed in a data centre or one of the infrastructures used and/or managed and/or made available by the Supplier, and connected, if applicable, to the Mining Pool. The same, as specified, include automated systems capable of performing (in addition to any other) the specific functions typical of Cryptocurrency Production from the Mining activity. This Contract does not transfer any ownership rights to the Equipment to the User, nor any rights, titles, and interests in the Technology. DBM Global does not grant the User any license, express or implied, nor any copyright, patent, or any other intellectual property rights embedded in the Technology.

The Customer exempts the Supplier from the obligation to use specific hardware since the subject of the contract is exclusively the agreed Mining Power. The Customer expressly agrees and is aware that the Cloud Mining service may be offered, managed, and/or co-managed by third parties or companies connected and/or controlled by the Supplier. Specifically, unless otherwise specified, the Mining service is currently offered by DBM Global.

The Customer acknowledges and expressly accepts that the declared Mining Power may vary, including negative variations, for various reasons beyond the control of the Supplier, such as calculation difficulty, conflicts between hardware connected to the same Mining Pool, decline in hardware performance, changes in weather conditions and power supply, etc. The Customer agrees to

tolerate power variations decreasing without any threshold or time limit. The Customer, through the links provided by the Supplier, will be able to monitor the agreed-upon activity and, therefore, will be solely responsible for verifying that there are no defects or alterations in the functioning of the service, reporting them to the Supplier within 24 hours of their occurrence. The agreed Mining Power will be directed to the mining activity of the Cryptocurrency indicated in the Order Form.

Any changes regarding the Cryptocurrency subject to the Mining activity must be agreed upon by the Parties, with the understanding that the Supplier will not engage in any form of consultation regarding the mining activity or cryptocurrencies in general. The Supplier's activity is limited to what is specifically indicated in the Contract.

**Art. 6 - Duration of Rental, End and Renewal 6.1 Duration and Commencement of the Rental**

The Contract will govern the provision of Services to the Customer starting from the date of its conclusion. The Contract will have the duration defined and accepted in the Order Form. Unless otherwise indicated in the Order Form, which shall take precedence over this general condition, the contract will have a minimum duration of 36 (thirty-six) months from the date of Service activation;

- b) Within 2 months before the expiration, the Customer may request the continuation of the Contract from the Supplier. The Supplier reserves the right to evaluate such a request and propose any different Service conditions to the Customer;
- c) The Supplier, after at least 36 months from the activation of the Service, shall have the right, even without just cause, to terminate the contract at any time with a notice period of 15 days to be sent via certified email, email, or registered letter, without any justification.
- d) The Supplier does not assume and/or grant any warranty regarding the period of correct and profitable operation of the Hardware from which the computing service subject to this contract arises, whose performance is not part of the Service. The Supplier's liability, and the consequent obligation to restore or replace, is limited to cases of malfunctions due to the Supplier's or its agents' responsibility.
- e) DBM Global, without prejudice to any other action provided for in these General Terms and Conditions, has the right to terminate the Contract in the cases expressly provided as causes for

contract termination and in the event of the User's breach of obligations as set forth in the following articles 9.2, 11.1, 11.2, 11.3, 12.1, 12.2, 14.1, 14.2, 14.3, 14.4, 14.5, 14.8, 16.1 e 19. e) The termination, if applicable, shall take effect from the moment the User receives the communication in which the Supplier declares its intention to exercise said right. In the event of a Force Majeure event that affects DBM Global 's performance of services under this Contract for a period exceeding six months, DBM Global shall have the right to terminate, at its sole discretion, and simultaneously cease the provision of services to the User.

f) In the event of termination of the Contract by DBM Global, the User is obligated to pay the entire rental fee and any other amount due under the Contract.

g) Articles 12, 14, 19, and 21 of these Conditions will remain in effect despite the termination of this Contract until the expiration of the tenth year following the cessation, for any reason, of the relationships between the Parties..

h) DBM Global has the right to terminate the Contract at any time by giving written notice to the User at least fifteen days before the effective date of termination in the following cases: (i) in the event of Force Majeure events; (ii) if the User has been declared insolvent; (iii) in case of excessive cost of electricity; (iv) if the User fails to provide the information requested by DBM Global as required or for the fulfilment of the Contract.

## **6.2 Exceptions to the right of termination**

Pursuant to articles 52, 59, and following of Legislative Decree 206/05 and subsequent amendments and additions, the Customer acting as a Consumer, as well as the Customer acting as a Professional, acknowledges and accepts to waive the right to withdraw from the Contract within fourteen days from the day of conclusion. This is due to the fact that the service provided by the Customer is purchased through the use of Cryptocurrency, the price of which is linked to fluctuations in the financial market that the Seller cannot control and that may occur during the withdrawal period. Additionally, the contract concerns the provision of a digital content service for which the Customer expressly agrees that the performance may begin during the withdrawal period and expressly acknowledges losing their right to withdraw as a result of the start of the Contract's execution by the Company.

The exercise by DBM Global of the right of termination does not entitle the User to make any claims for compensation or demands for reimbursement. The User expressly accepts that the amount of the



penalty specified in this article is fair and non-reducible, and hereby waives any action, exception, or claim aimed at obtaining its reduction.

**Art. 7 - Hardware 7.1 Manufacturing and Commissioning Requirements of the Hardware**

The Hardware complies with the manufacturing and commissioning requirements prescribed by the relevant regulations.

**7.2 User's Declarations about the Characteristics of the Used Hardware**

The User declares to be well aware of the characteristics of the Hardware and considers them suitable for their needs and capable of providing the Hashing Power service subject to rental. **7.3 DBM Global**

**'s Right to Modify the Original Characteristics of the Hardware**

DBM Global reserves the right, at its sole discretion, to make modifications to the original characteristics of the Hardware used to provide the Service under the Contract, provided that such variations do not adversely affect its functionality and do not significantly alter the determination of Hashing Power.

**Art. 8 – Service Terms & Conditions 8.1 Activation and Provision of the Service**

The activation of the Service on behalf of the User at the Mining Pool will occur within 6 working days from the closing of the booking lot by the User. In case of any delay, the User shall have no right to make any claims against DBM Global for contract termination, compensation, indemnification, or refund of amounts paid. However, if the delay exceeds 15 (fifteen) working days, solely due to the exclusive responsibility of DBM Global and not dependent, even partially, on other causes, the User has the option to terminate the rental contract for the Services that have not been activated, with the obligation to provide written notice before the Supplier proceeds with their delivery.

The Customer, on their part, shall also be required to perform any necessary actions to activate the Services; any delays caused by the Customer's inaction shall not be attributed to the Supplier and will automatically extend the activation period for a duration corresponding to the Customer's inactivity or the time required for the Supplier, if deemed necessary, to remedy the situation, if possible. In any case, the Customer will be informed of any delays in the activation of the Services.

The Services will be provided until the expiration of the Contract. As the aforementioned expiration approaches, the Supplier, as a mere courtesy and without assuming any obligation towards the



Customer, may choose to send notices of the upcoming expiration of the Services via email or message, proposing possible renewals, renegotiations, or modifications of the Contract.

## **8.2 Energy**

To benefit from the functionalities of the Equipment as indicated in the technical and operational manuals, DBM Global undertakes to activate and maintain the supply of electrical energy at its own expense for the entire duration of the Service. The costs incurred for the electricity supply will be advanced by the Supplier and then charged to the Customer, deducting the respective costs from the production generated by the respective Equipment.

### **Art. 9 – Obligation of the Parties 9.1 Obligations regarding the custody of the Equipment**

DBM Global, as the Supplier and custodian of the Equipment, commits to the following obligations:

- a) Not to use the Equipment for illegal purposes or engage in any unlawful activities.
- b) To utilize the Equipment for its specific intended use and in compliance with the technical and operational instructions and guidelines provided in the manuals.
- c) To place the Equipment in suitable locations free from specific risks concerning safety and accident prevention.
- d) Not to alter the original condition of the Equipment.
- e) To regularly perform cleaning operations on all parts of the Equipment using specialized technical personnel from the Mining Pool.
- f) To promptly inform the Customer, in written form via email, about any theft, loss, or destruction of the Equipment used to provide the Service; if such events result from the unlawful acts of the Mining Pool or third parties.

### **9.2 Customer Obligations and Limitation of Supplier's Liability**

- a) The Customer acknowledges and accepts that the remuneration system for miners, regardless of the Cryptocurrency, is, at least in part, random and subject to variables beyond the Supplier's control and also beyond the proper functioning of the Pool.
- b) The Customer declares to be aware of how this system works and that the Supplier does not assume any obligation regarding the remuneration of the mining activity, as its obligations are limited to ensuring the Rental of Power as defined above.

- c) The Customer agrees to promptly inform the Supplier of any unauthorized use of their Access Credentials or any other detected security violations related to the Service and/or their personal account;
  - d) The Customer declares to be aware of the existing legislation regarding the processing of data related to telematic traffic and the legal obligations exclusively incumbent upon them regarding the operations of data retention and disclosure to the competent Authorities;
  - e) The Customer declares that the use of the Services is for lawful purposes and does not in any way contradict the current regulations, including anti-money laundering regulations.
  - f) Regarding the certification of all operations performed (for example, but not limited to, assignments, activations, deactivations, operation history), the Customer acknowledges and accepts that the logs of the Supplier will be the sole valid evidence.
  - g) The Service does not constitute any form of financial service, savings, or investment, as it is limited to Cloud Mining.
  - h) Any form of advisory service, even related to the Services, is expressly excluded.
  - i) The Supplier is not obligated to perform any specific data and/or information and/or content backup for the Customer and does not provide any guarantee regarding the use of the Services concerning the protection and preservation of the aforementioned data and/or information and/or content.
  - j) The Supplier cannot be held responsible for any decrease in Mining Power, and it will solely be obligated, if possible and within the Supplier's competence, to restore the best operating conditions of the Hardware.
- Art. 10 - Maintenance**

### **10.1 Maintenance Service**

The rental includes, within the specified limits and conditions, the "Maintenance Service."

### **10.2 Content, conditions and Limits of usability of the "Maintenance Service"**

The Maintenance Service includes all necessary interventions, whether ordinary or extraordinary, to restore and ensure the normal functionality of the computing capacity of the Equipment, regardless of the origin and cause of the failure. For example, in case of a breakdown, it may be necessary to replace one or more of the following components: transformer, boards, UPS batteries, PC board, touch screen.

### **10.3 Maintenance Service Delivery Times**

DBM Global undertakes to carry out maintenance interventions within a maximum period of 30 (thirty) working days from the identification of the event for which the intervention is requested.

### **10.4 Exclusions from Maintenance Service**

The provision of the Maintenance Service is excluded:

- a) in case of malfunction related to components other than those constituting the original equipment of the Machines.
- b) in case of destruction or theft of the Machines (intended as a severe breakdown affecting the main components of the Machines, which cannot be repaired while preserving its identity).

### **10.5 Verification of the occurrence of cases of exclusion from the Maintenance Service.**

The User agrees to leave to the exclusive and unrestricted discretion of DBM Global and its assignees the evaluation regarding the occurrence, in fact, of the reasons for the exclusion of the Maintenance Service as stated in the preceding paragraph, waiving any exception or reservation on this matter.

#### **Art. 11 – Rental Fee 11.1 Amount, Commencement, and Payment Method of the Rental Fee**

For each Machine' Hashing Power Service, or portion of it, the Customer shall be obligated to pay the full rental fee indicated in the Order Form for the entire duration of the Service, beginning from the start of the respective Service.

The activities and consequently, the deadlines for the activation of the Service, will commence from the date of the Supplier's actual and complete receipt of the contractually due amounts from the Customer. The Customer declares to have carefully evaluated the adequacy of the rental fee for the Power of Computation applied and considers it fully in line with the contractual exchange balance of the present Contract.

The rental fee includes all costs of DBM Global for the rental and repairs of the Mining Infrastructure. The rental fee is non-refundable (even in case of termination of this Contract for any reason).

The Cost of Management, associated with the charges/expenses that the Customer pays to the Supplier for the execution of Hosting and/or Mining Services, through the deduction of the same from the value of the production generated, is excluded from the rental fee to the extent of 25% of the same.

### **11.2 Crediting of Cryptocurrency Production**

Throughout the duration of the contract, the cryptocurrency production, net of management costs, will be credited to the User's Wallet provided at the time of signing the rental contract, at the exchange rate

of the respective cryptocurrency on the date of crediting, according to the Price Index published on [www.coinmarketcap.com](http://www.coinmarketcap.com).

Alternatively, the Customer can credit the cryptocurrency production through the Software provided by the Provider. The User is responsible for protecting and correctly using the Software. In the event that the User forgets or loses the access credentials to the Software or if others access it, with or without the User's authorization, the User may permanently lose the cryptocurrencies deposited therein. DBM Global has no responsibility for any malfunctions of the Software or for unauthorized access to it.

### **11.3 Obligation of punctual and full payment of the sums due under the Contract**

The payment of the rental fees, as well as any other amounts due under these General Contractual Conditions, must be made in advance by the specified deadlines in the Order Form.

The Customer who is not in compliance with the payments cannot raise any disputes or claims against the Provider until all outstanding payments have been fully settled.

In the event that, for any reason, the payment of the price is not valid or is revoked or cancelled by the Customer, or if it is not executed, confirmed, or credited to the benefit of the Provider, the latter shall have the right to suspend and/or terminate the activation and/or provision of the Service, if already activated, with immediate effect, without the need for prior notice, and without incurring any liability or default. During the suspension of the Service, the Customer will not have access to any data, information, and/or content related to or entered into the Service and Hardware.

## **Art 12 Prohibition of Assignment of the Contract and Prohibition of Subleasing to Third Parties**

### **12.1 Prohibition of Contract Assignment**

The User shall not assign this Contract to third parties, including but not limited to operations involving the transfer, lease, usufruct, transfer of business or branch of business, split, or merger, without the prior written authorization of DBM Global.

### **12.2 Subleasing is strictly prohibited.**

The User is not authorized to sublease or lend, even for free, the Hashing Power to any third party. The User shall continue to bear full and exclusive responsibility towards DBM Global for the proper fulfilment of the obligations under this Contract.

### **Art 13 Termination of the Contract for Breach - Resolutive Conditions - Penalty**

- Without prejudice to what is provided in other clauses of the Contract, the Supplier shall have the right to terminate the Contract without notice and at any time (even before the expiration of 36 months from the subscription) in the following cases:
- Breach by the Client of the obligations indicated in the Contract;
- Breach by the Client of the Policy for the use of the Services or the performance, through the use of the Services, of any illegal or dangerous activity;
- Unauthorized total or partial assignment of the Contract;
- Failure to communicate to the Supplier the sale/assignment of business units or transfers of activities, joint ventures, mergers, or splits, or any other changes that have been previously and formally communicated to the Supplier and that concern the execution of this Contract;
- Ascertained occurrence of fraudulent acts;
- Client's bankruptcy or being subjected to bankruptcy or equivalent proceedings;
- Serious reason constituting just cause for early termination. Just cause for early termination shall be considered any breach of contractual obligations that is sufficiently serious to prevent the continuation of the relationship based on mutual trust.

The Client shall also have the right to terminate this Contract in the event of serious noncompliance by the Supplier with its contractual obligations. The failure to comply with any declared timing for the activation of the service and for assistance intervention shall not constitute just cause for termination.

In the event of non-compliance with the obligations set forth in the Contract, the Supplier, without prejudice to the right to terminate the Contract in cases provided for in the Contract, may decide to send a notice to the Client to fulfil its obligations within a period of 15 (fifteen) days from the receipt of the registered letter with return receipt or electronic communication.

From the date of termination of the Contract, which occurs in the cases provided for in this article, the Services will be deactivated without any prior notice. In such cases, the Client acknowledges and accepts that the amounts paid by the Client for any reason will be retained by the Supplier as partial compensation for the damage suffered. Such compensation shall be deemed effective and recoverable,

at the very least, to the extent of the sums already paid upon the occurrence of one of the cases of termination for non-compliance provided for in the Contract. The Supplier shall have the right to charge the Client for any additional costs that it may have incurred as a result of the Contract, with the right of the Supplier to claim compensation for further damages suffered remaining in any case unaffected.

#### **Art 14 – Guarantees and Indemnity 14.1 User's Guarantees on Personal Cryptocurrency Production**

The User acknowledges that through the rental of computing power, they are conducting Cryptocurrency Production solely for their own account, at their own risk, and exclusively for their benefit. As the provision of services may involve risks related to money laundering and terrorist financing, each time the User receives rental services, DBM Global may request additional information as a condition for providing the aforementioned services, reserving the right to terminate this Contract immediately if such information is not provided and to report such conduct to the competent authorities.

#### **14.2 Warranty on Risks Associated with Mining**

By using the services, the User acknowledges, declares, and guarantees that they have sufficient technical information and understanding of the risks associated with Mining. Additionally, the User acknowledges, declares, and guarantees that they have made an independent decision based on the information available to them.

#### **14.3 Prohibition**

During the duration of the Contract and for a period of 12 months thereafter, the User agrees not to take any action that is aimed at or could directly or indirectly harm DBM Global, as well as its reputation. Such actions include, but are not limited to, making derogatory comments, statements that question the character, honesty, integrity, morality, or image of DBM Global in relation to any aspect of its business operations. The obligations under this Article extend to shareholders, directors, employees, and representatives of DBM Global. For the violation of the prescribed prohibition, the User shall be liable to pay a penalty of Euro 20,000.00 (twenty thousand/00) to DBM Global, without prejudice to any claim for further damages.

The User expressly acknowledges the fairness and reasonableness of the amount of the penalty, waiving any action, exception, or claim aimed at obtaining its reduction.

#### **14.4 Use Restriction**

The User undertakes not to use the services, content, or information provided through the services provided by the Supplier to conduct business or activities or solicit the execution of any activity for illegal, fraudulent, unauthorized, or improper purposes. The User agrees to comply with all applicable rules, laws, ordinances, codes, regulations, statutes, or treaties, orders, decisions, instructions, requirements, directives, or measures of any court, regulatory body, supervisory authority, or other national or international authority in relation to the use of the rental services.

#### **14.5 Waiver of Claims**

The User voluntarily, irrevocably, and unconditionally waives any cause of action, legal action, charge, claim, complaint, or demand of any kind arising from this Agreement against DBM Global and against any of its shareholders, directors, employees, and representatives related to the services subject to these General Contractual Conditions.

#### **14.6 Warranty Exclusion**

With regard to the content of these CGN, DBM Global does not provide any kind of warranty, express or implied, of the marketability of the Production, suitability of the service for a particular purpose, uninterrupted and error-free access, accuracy, reliability, capacity, or security of the Machines and the service.

Under no circumstances will DBM Global be responsible for any unauthorized use of the service.

#### **14.7 Limitation of Liability**

Correct, that's an accurate translation of the limitation of liability clause:

DBM Global shall not be liable to the User for (i) any direct, indirect, consequential, incidental, and/or sanction-related damages (including damages for loss of cryptocurrency production, service interruption, loss of information, errors, or failures resulting from hardware or software malfunctions, operational blockages, damages, theft, and/or other illicit acts) attributable to the negligent conduct of the Mining Pools or third parties; (ii) damages resulting from the User's failure to comply with the terms of this Agreement; (iii) damages resulting from any action or omission of any entity not directly under the control of DBM Global; (iv) damages resulting from unauthorized access to DBM Global's software; (v) damages resulting from the improper use of DBM Global's services; (vi) damages resulting from legislative or operational rule changes as well as fluctuations in the value of



cryptocurrencies; (vii) damages resulting from the User's failure to declare cryptocurrency production for tax purposes.

Furthermore, DBM Global shall not be responsible for any failure or delay in the performance of any of its obligations to provide services under this Agreement caused by an event of Force Majeure.

#### **14.8 Indemnification**

The User agrees to indemnify and hold DBM Global, and each of its successors, directors, employees, and representatives harmless from any damages, liabilities, costs, and/or expenses arising from disputes, administrative proceedings, or extrajudicial claims of any nature, actions, or demands made by any interested party and/or any other entity and/or authorities resulting from any non-compliance and/or violation of obligations assumed under these CGN or arising from illegal use, negligence, failure to comply with applicable laws, or improper use of the Mining Service and cryptocurrencies by the User, its successors, and/or third parties.

#### **Art. 15 - Communications**

Unless expressly stated otherwise in the Contract, all communications to the Client may be made by the Supplier using any of the following methods: in person, by email (certified or non-certified), by registered mail with return receipt, by regular mail, or by fax, to the addresses and/or contact details provided by the Client in the Order Form. Communications transmitted in this manner shall be deemed effective and received by the Client for all purposes. Any changes to the addresses and contact details of the Parties must be promptly communicated to the other Party. Failure to do so will render such changes inapplicable to the other Party.

With the exception of cases specifically provided for in the Contract, communications to the Supplier shall be sent to the postal addresses of the company or by email.

The Parties, except as provided in the previous paragraph, hereby provide the following contact information:

- For DBM Global: email [info@dbmglobal.io](mailto:info@dbmglobal.io)
- For the User: please refer to the contact details provided during registration on DBM Global 's domains or in the Order Form.

## **Art. 16 Obligation of the User 16.1 Obligation of traceability of financial flows**

The User undertakes to fulfil all obligations related to the traceability of financial flows within their competence, by communicating to DBM Global each Wallet owned by them. The User also agrees to indemnify, hold harmless, and defend DBM Global from any liability, damages, and claims of third parties directly or indirectly related to or resulting from the breach of the aforementioned obligation.

## **Art. 17 Final Disposition**

**17.1 Termination of Previous Agreements Regarding the Subject Matter of the Contract** The Contract terminates and replaces any previous agreement, whether written or verbal, between the Parties concerning the subject matter herein.

### **17.2 Variation of contractual conditions**

- a) The Client acknowledges and agrees that the Services covered by the Contract are characterized by constantly evolving technology. For this reason, the Provider reserves the right to improve the technical and economic characteristics of the Services and related tools at any time and to change the Contract's conditions at any time, even after its signing, provided that such changes do not impose additional obligations on the Client.
- b) Notwithstanding what is stated in the previous point a), if circumstances, even beyond the control of the Provider (e.g., increase in electricity costs, changes in current legislation, provisions and/or regulations from relevant Authorities resulting in increased costs for the Provider, etc.), have changed the economic and/or contractual conditions for the provision of the Services, DBM Global reserves the right to unilaterally modify such contractual conditions, including, but not limited to, the fees, collection charges, billing frequency, or payment terms and methods, by notifying the Client via e-mail. These modifications will take effect 30 (thirty) days after the date of their communication or publication on the website [www.dbm.datexit.it](http://www.dbm.datexit.it). If the Client does not wish to accept these modifications, including those related to the fee, they may exercise the right to terminate the contract by sending written notice within the aforementioned period to DBM Global, also by e-mail to the address [info@dbmglobal.io](mailto:info@dbmglobal.io). If the Client does not exercise the right to terminate within the specified terms and methods, the variations will be deemed definitively known and accepted by the Client.

a) Notwithstanding the above, the Provider may vary the technical characteristics, systems, and resources due to the normal technological evolution of hardware and software components, ensuring the Client the same functionalities.

b) The Provider also reserves the right to modify the Privacy Policy at any time due to functional and organizational requirements, always in the best interests of the Parties and/or in compliance with the applicable laws and regulations.

Any ineffectiveness and/or invalidity, in whole or in part, of one or more clauses of the Contract shall not affect the validity and effectiveness of the others, which shall be considered fully valid and effective.

The relationship between the Provider and the Client established in the Contract shall not be construed as a mandate, representation, collaboration, association, or any other similar or equivalent contractual form.

### **17.3 Tolerance by DBM Global regarding the violation of contractual conditions**

Any tolerance by DBM Global regarding any actions of the User that may violate the terms of this Contract shall not constitute a waiver of the rights arising from the breached provisions nor the right to demand exact compliance with all obligations and adherence to all terms and conditions stipulated herein.

### **Art 18 Processing of Personal Data**

Under the EU Regulation 2016/679 (General Data Protection Regulation - GDPR) and the Legislative Decree 181/18 which modifies Legislative Decree 196/2003, the User is informed that DBM Global acts as the Data Controller for personal data processing. The Contract is considered finalized upon the User's acceptance of the privacy policy provided by DBM Global.

The User is responsible for the accuracy and correctness of the personal data provided on the websites or domains owned by DBM Global e or otherwise communicated to them.

Notwithstanding the provisions of Article 6 of these CGN, any damage, delay, or inconvenience attributable to the inaccuracy and/or falsehood of the personal data provided at the time of registration and/or subsequently modified cannot be attributed to DBM Global under any circumstances.

## **Art. 19 Confidentiality**

### **19.1 Scope of confidentiality constraints**

The User agrees to keep strictly confidential the contents of this Agreement and to use them solely for the purpose of its execution. The User also undertakes to maintain strict confidentiality regarding the information received from DBM Global concerning the Equipment and Services subject to this Agreement, their functional and operational characteristics, as well as any related business plans.

### **19.2 Confidential Information**

"Confidential information" refers to all news, information, data, models, designs, prototypes, knowhow, products, technical and computer systems, acts, documents, and any other data of any kind and nature, without limitation as to the type of material support, that DBM Global will disclose and transmit to the User or with which the User will come into contact in any way, as a result of or in connection with this Agreement).

### **19.3 Commitments regarding Confidential Information** The User undertakes:

- (a) to adopt all necessary and appropriate measures to maintain and not prejudice the confidentiality of the Confidential Information to which it becomes aware;
- (b) not to disclose/transmit/divulge/communicate in any way to third parties - including any connected/legal entities/participated/controlled/controlling entities - the Confidential Information;
- (c) not to publicly disclose the Confidential Information in any way and for any purpose;
- (d) not to copy and/or reproduce the Confidential Information without the prior written consent of the Legal Representative of DBM Global;
- (e) to use the Confidential Information solely to evaluate its interest in entering into this Contract, excluding any other use;
- (f) to promptly notify DBM Global in writing and by certified electronic mail of any unauthorized use or disclosure of the Confidential Information to which it becomes aware and to take all necessary actions to promptly cease any illicit conduct;
- (g) to provide prior notice by certified electronic mail of any circumstances in which risks to the confidentiality of the Confidential Information arise;

- (h) not to undertake, based on the Confidential Information received, any acts or behaviors that could lead to the diversion or solicitation of DBM Global 's customers to the User's detriment;
- (i) not to use directly or indirectly the Confidential Information received to compete with DBM Global.

#### **19.4 Exclusions**

The Confidential Information does not include information:

- (a) that, at the time they are communicated to the User, are already publicly known, or become publicly known for reasons unrelated to any breach by the User of the obligations specified in this Agreement;
- (b) that the User can demonstrate to have been in possession of before the date of signing this Agreement;
- (c) that will be expressly excluded by DBM Global from the application of the confidentiality obligations under this Agreement, through a written communication signed by its Legal Representative;
- (d) that must be disclosed upon order of the Judicial Authority; in this case, it is still the User's responsibility to inform DBM Global in advance of the request received, in order to evaluate the opportunity for an opposition action.

**19.5 Responsibility and Burden of Proof in Case of Violation of Confidentiality Obligations** The User assumes direct responsibility towards DBM Global for any violation of the confidentiality obligations and agrees to indemnify and hold DBM Global harmless for any direct and/or indirect damages, as well as expenses incurred as a result of such violation. In the event of any dispute arising from the alleged breach of confidentiality obligations, DBM Global is hereby relieved from the burden of proving the User's intentional or negligent conduct and the attribution of the resulting damages to the User. In such a case, it shall be the User's responsibility to refute, if applicable, its own liability, demonstrating, among other things, that the damages cannot be attributed to an act for which the User is responsible.

#### **19.6 Prohibition of Reproduction of Confidential Information and Obligation of Return/Destruction**

All Confidential Information, in any form, is and shall remain the exclusive property of DBM Global.

#### **Art. 20- Exclusions**

The User shall not, under any circumstances, copy/reproduce the Confidential Information without prior written consent from the Legal Representative of DBM Global. If such consent is granted, the copies/reproductions must include the information regarding their confidentiality and ownership.

Any copy/reproduction of the Confidential Information that DBM Global has allowed the User to make under the described conditions shall still be considered the exclusive property of DBM Global and shall be returned or destroyed at DBM Global 's choice 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 shall be completed within 5 days from the aforementioned request or the end of the permitted use.

#### **Art. 21 Applicable Law and Competent Court 21. 1 – Applicable Law**

This Rental Agreement is exclusively governed by Italian law. In the absence of specific provisions in this Agreement, the provisions of the Italian Civil Code shall apply.

#### **21.2 – Competent Court**

For any dispute that may arise between the Parties concerning the interpretation, validity, and execution of the Contract and that cannot be resolved amicably, the competent court for exclusive jurisdiction shall be the Tribunal of Rome.

FOR ACCEPTANCE

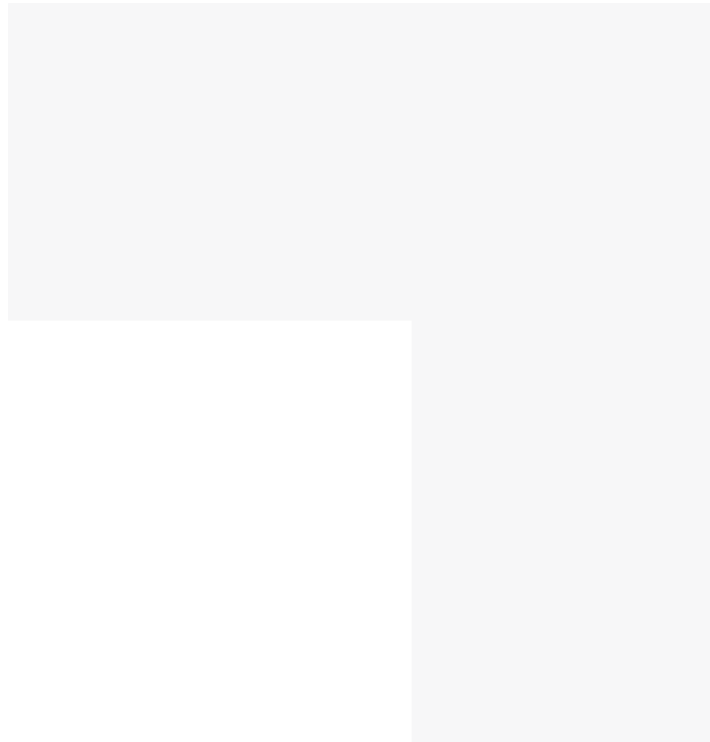
  
  

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In accordance with Articles 1341 and 1342 of the Civil Code, I declare to accept the following Articles of the above Terms and Conditions: Art. 1 - Scope of Application; Art. 2 - Rental Agreement; Art. 3 - Conclusion of the Contract; Art. 4 - Definitions; Art. 5 - Subject of the Contract; Art. 6 - Duration of the Rental, Termination, and Renewal; Art. 6.2 - Exceptions to the

Right of Termination; Art. 7 - Hardware; Art. 8 - Terms of Service; Art. 9 - Obligations of the Parties; Art. 10 - Maintenance; Art. 11 - Rental Fee; Art. 12 - Prohibition of Contract Assignment and Subleasing; Art. 13 - Termination of the Contract for Default - Resolutive Conditions - Penalty; Art. 14 - Guarantees and Indemnity; Art. 15 - Communications; Art. 16 - User's Obligation; Art. 17 - Final Provisions; Art. 18 - Personal Data Processing; Art. 19 - Confidentiality; Art. 20 - Exclusions; Art. 21 - Applicable Law and Competent Jurisdiction.

FOR ACCEPTANCE



DISCLAIMER: The original language Italian document should always be considered for any quick update.

**Digital Business Movement Global – FZCO**

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License Number 36870