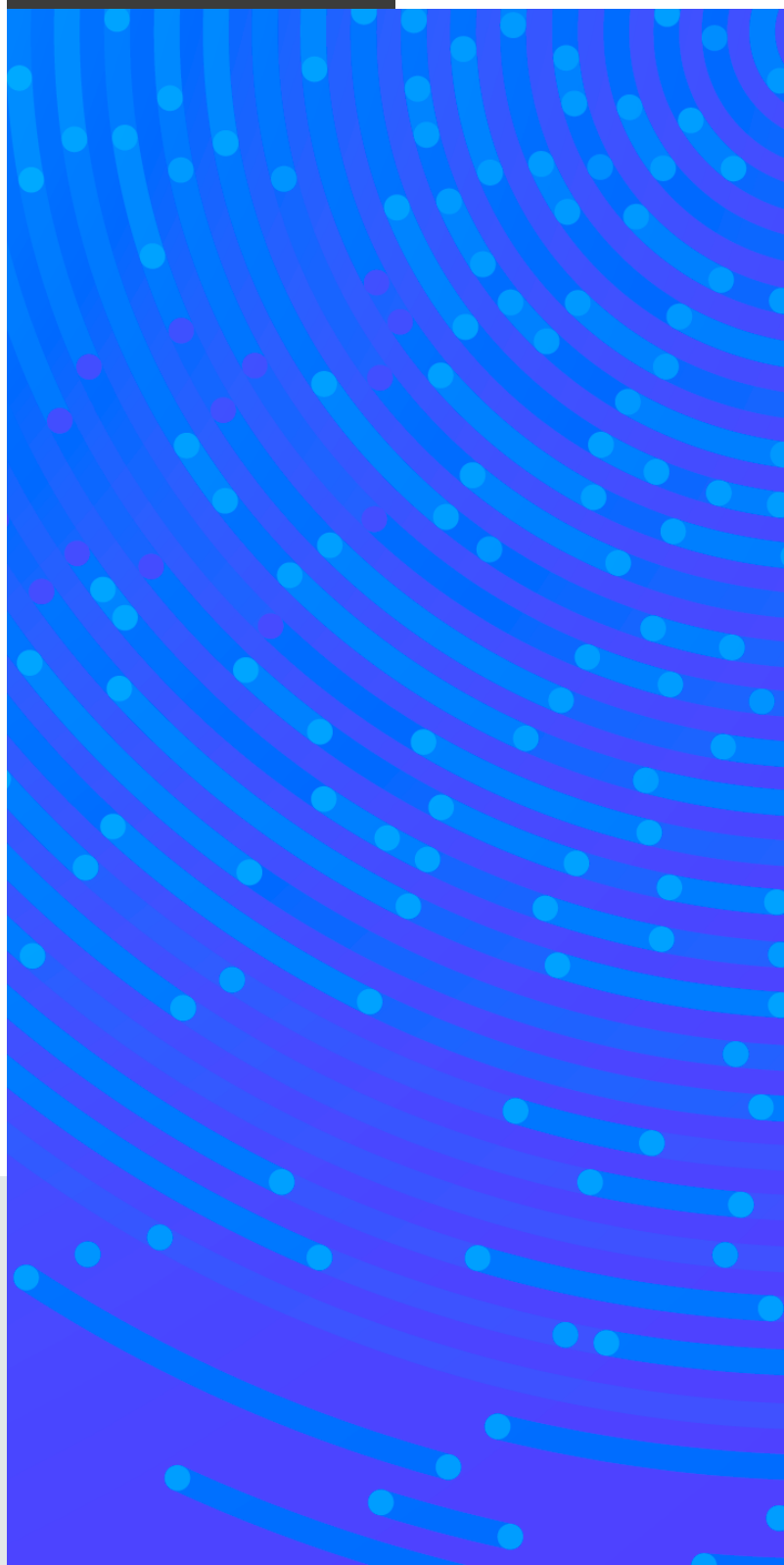




EXHIBIT 1

Terms & Conditions of Sale for Bitbrain Products

July 2026



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Version v3.0 – 07/2026

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IMPORTANT NOTICE: DISCLAIMER

1.1. The Hardware devices included in the Products (EEG, biosensors, indoor GPS, eye tracking, etc) **are not medical devices, they have not been designed or manufactured to provide health services**, neither are they intended for medical diagnosis, cure, mitigation, treatment, advice or prevention of disease, but for **research** purposes, and therefore:

- a. Bitbrain products are intended to be purchased and used by researchers and developers;
- b. They do not count on any product certification not expressly mentioned in the Product Specifications;
- c. The Client should not rely on any results obtained by using the Products as a replacement for professional medical advice or care;
- d. Bitbrain hereby waives any warranty and liability arising from the use of the Products for any particular purpose not expressly included in the Product Specifications;
- e. Any Client reselling the Products to an end-user shall be held solely responsible and liable for any product warranty given in excess of, or not in accordance with this Waiver or the Specifications;
- f. By Purchasing a Product, the Client represents and warrants to Bitbrain that it will use the Product only for research or development purposes and therefore, Bitbrain disclaims any liability and waives any warranty arising from the use of such Product for a different purpose.

1.2. Bitbrain's Warranty Policy for the Products may be found in the Terms and Conditions of Sale and Use.

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF BITBRAIN AMERICA CORP

1. Validity and Acceptance of these General Terms and Conditions

- 1.1. In the absence of any other terms and conditions expressly agreed upon and specified in a pro-forma invoice, these General Terms and Conditions of Sale and Use ("**T&C**") shall apply to the sale of the Products and Services offered by **Bitbrain America Corp -or any Affiliate-**, holder of Employer Identification Number (EIN): 84-4818716, with registered offices at 228 E 45th Street Rm 9E, New York, NY 10017 USA (hereinafter, **Bitbrain**).
- 1.2. Placing or confirming a purchase order with Bitbrain, receiving Products or Services from Bitbrain, making any advance payment or issuing a letter of credit for the amount payable or the sum pending payment, shall imply the express acceptance of these General Terms and Conditions of Sale, which may only be overridden by any specific and individual terms and conditions that may have been agreed upon in writing by Bitbrain and the Client.
- 1.3. Any individual terms and conditions agreed upon for a specific order shall not be binding upon Bitbrain with regard to future orders.

2. Definitions

- a. "Affiliate" shall mean any company, corporation, business or entity controlled by, controlling, or under common control with Bitbrain or Client. For this purpose, "Control" means direct or indirect beneficial ownership of at least fifty percent (50%) interest in the voting stock (or the equivalent) of such corporation or other business or having the right to direct, appoint or remove a majority or more of the members of its board of directors (or their equivalent), or having the power to control the general management of such company, corporation, business or entity, by contract, law or otherwise.
- b. "Annual License" shall mean a License that is purchased by means of a one-off payment and remains valid for a year, beginning on the date Bitbrain sends the download link to the Client/User.
- c. "Client" shall mean any natural or legal person that purchases the Products or Services pursuant to their professional or business-related activities.
- d. "Cloud Software" refers to the current version of the data-analysis software that is stored in the cloud and licensed to the User. Via the Internet, the User can send the data obtained from the Local Software to the Cloud Software in order to obtain a Results Report.
- e. "Documents" shall include (but are not limited to): information contained on the website, User Guides, technical files, and training materials belonging to Bitbrain.
- f. "Hardware" shall have the meaning specified in the offer and in the Product Specifications.
- g. "Indefinite License" shall mean a License that is subject to an initial payment, which enables the Client/User to use the Local Software indefinitely, plus additional annual payments that provide access to Basic Technical Support Services and, updates, as specified in Appendix 1. If it is specified in the Offer, this annual payment will also give access to cloud based working.
- h. "Intellectual Property Rights" shall include (but are not limited to): patents, models, designs, trademarks, brand names, domain names, know-how, software, algorithms, source code, slogans, translations, developments, concepts, tests, works in progress, technical solutions, and any other confidential information related to the Products, Services, Documents or Training materials.
- i. "License" shall mean a non-exclusive, non-transferable, paid-for License granted by Bitbrain to the Client/User for the installation and use of the Software developed by Bitbrain and specified in the Offer.
- j. "License for academic purposes" shall mean a special discounted License only intended for research purposes, not enabling the Client to use the Software for commercial purposes.

- k. "Local Software" refers to the current version of the core module and the software modules licensed to the User. They must be installed on the User's computer and can be run without connecting to the Internet.
- l. "Products" shall mean the Hardware, Software and additional materials designed, produced, updated and/or sold by Bitbrain, as specified in the Offer.
- m. "Rented Hardware" shall mean the Hardware that Bitbrain has leased to the Client under the terms and conditions specified in Appendix 2.
- n. "Results Report" shall mean the results of the decoding that is obtained when the Software is used in the cloud.
- o. "Services" shall mean any service provided by Bitbrain in relation to the Products, e.g. Technical Support Services, Training Services, Supervision, Rental Services or Product Adaptation Services, as specified in the Offer and in Appendix 2.
- p. "Software" shall be as defined in the Offer and in Appendix 1 and shall be licensed to the User under the terms and conditions specified in Appendix 1.
- q. "Specifications" shall mean the technical description of each Product, as specified in the Offer and in this link.
- r. "Term" shall mean the period of time for which the License remains valid. This may be for a year, or it may be indefinite, depending on the payments made by the Client/User.
- s. "Training" shall mean any training activities related to the use, operation and applications of the Products. s.
- t. "User" shall mean the licensee of the Software.

3. Validity of the Offers and the Contract Sale

- 3.1. Unless expressly stated otherwise, Bitbrain's offer contained in its quote (hereinafter, "the Offer") shall remain valid for thirty (30) days from its date, after which it shall no longer be binding upon Bitbrain.
- 3.2. The contract of sale (hereinafter, "the Contract") shall enter into force on one of the following dates (whichever is earliest): the date on which Bitbrain receives the Client's written acceptance of the Offer; the date on which Bitbrain receives a purchase order for the Offer; the date on which Bitbrain provides written confirmation of the Client's order; or the date on which the Client makes any payment to Bitbrain in relation to an Offer.
- 3.3. Any response made by the Client to the Offer which purports to be an acceptance of same but contains additions, limitations or other modifications shall be considered a rejection of the Offer and will constitute a counter-offer, which shall only be valid if Bitbrain expressly accepts it in writing.

4. Purpose of the Contract

- 4.1. The purpose of the Contract is the sale of the Products and/or provision of the Services described in the Offer sent by Bitbrain to the Client, in accordance with the terms specified in the Offer and in these General Terms and Conditions of Sale.
- 4.2. Bitbrain may reject any modifications to the order requested by the Client after the Contract has entered into force.

5. Price

- 5.1. The price of the Products and Services (hereinafter, "the Price") is as defined in the Offer and shall be understood as being in US dollars if nothing different is set forth in the Offer.
- 5.2. The Price shall only include the Hardware, Software and Services specifically included in the Offer and in these T&C.
- 5.3. The Price of the Hardware or Software License shall include the Basic Technical Support described in Clause 2.1.2 of **Appendix 2**.

- 5.4. Unless stated otherwise in the Offer, the Price shall be understood as "CIP to the delivery address specified by the Client" (Incoterms 2010, or the then-current version).
- 5.5. Unless expressly stated otherwise in the Offer, the Price shall not include:
- a. The cost of obtaining any technical certificates or customs documentation required by the Customs authorities in the destination country;
 - b. The installation, setup, supervision of the installation of the Hardware and Software, or on-site training of the Client;
 - c. Additional costs, including (but not limited to) those arising from:
 - Restricted access for delivery vehicles at the agreed delivery location, or obstruction thereof;
 - Customs delays in the country of importation, regardless of whether or not Bitbrain is responsible for import Customs clearance.
- 5.6. As Bitbrain may modify its price list at any time, the Client should request an offer for each order. BITBRAIN shall not be bound by previous offers to the Client, beyond its validity period.

6. Payment Terms

- 6.1. Unless stated otherwise in the Offer, the default payment terms are net 30-days by bank transfer.
- 6.2. The payment received by Bitbrain must be net of any fees, taxes, withholdings, or bank commission that may be applied at the payer's end.
- 6.3. Any payment delay with regard to the schedule of payment specified in the Offer shall constitute a material breach of the Contract; as a result of which, and without the need for any formal request or other formal procedure on its part, Bitbrain shall be entitled to take one or more of the following actions, at its sole discretion: (i) demand that the Client pay the Price in full immediately, regardless of the schedule of payment specified in the Offer; (ii) charge the Client interest on the amounts owed, at an annual rate of ten percent (10%) on the principal owed; (iii) suspend and/or delay the execution of the Contract, or terminate it in accordance with Clause 15a) below, and to demand compensation for any damage and detriment that the Client's delay in making payment may have caused Bitbrain; and (iv) demand reimbursement from the Client for the costs incurred in issuing the demand for payment.
- 6.4. The Client may not withhold payment of the Price or offset it against any sum due by Bitbrain under this Contract. Under no circumstances shall Bitbrain accept charges from the Client that do not correspond to invoices that have previously been accepted by Bitbrain in writing.
- 6.5. The Annual License shall be paid by a one-off payment made at the time of purchase.
- 6.6. The Indefinite License shall imply the issuing by Bitbrain of an annual invoice that shall be payable by the User. The invoice shall be denominated in euros and must be paid by the User without delay, in accordance with the terms and method specified by Bitbrain. Users who fail to pay any of these annual invoices shall no longer be entitled to enjoyment of the License or any of the associated Services. The Indefinite License shall be automatically renewed on a year-by-year basis unless the User gives Bitbrain written notice of non-renewal at least three (3) months prior to the initial or any subsequent expiry date.

7. Payment Guarantees

- 7.1. Failure by the Client to provide any payment guarantee specified in the Offer shall constitute a material breach of the Contract, enabling Bitbrain to take one or several of the actions described in the foregoing Clause 6.4, at its sole discretion.
- 7.2. Any costs and commissions deriving from the issuance of the payment guarantees shall be borne by the Client.

8. Retention of Title

- 8.1. Bitbrain shall retain title to the Products until the Price has been paid by the Client in full. Bitbrain shall have the right to exercise third-party ownership rights and take other legal action in the defense of its rights and interests, even if the

Products in question are in the possession of a third party. The Client's transformation, integration or improvement of any Products to which Bitbrain has retention of title shall not imply the transfer of ownership to the Client

- 8.2. Products subject to retention of title may not be transferred to third parties
- 8.3. In the event that the Client's goods are seized while the Products are in the Client's possession (and while the Client has yet to pay Bitbrain for them), the Client shall be obliged to state in the record of seizure that said products are the property of Bitbrain, and must assist Bitbrain in taking the corresponding actions related to the assertion of third-party ownership. The cost of such actions shall be borne by the Client.

9. Orders

- 9.1. Orders shall be placed with Bitbrain in writing using the following email address: sales@bitbrain.com. Bitbrain shall issue an order confirmation, acceptance of which shall be as specified in Clause 3.2 above.
- 9.2. Orders cannot be cancelled once the manufacturing process has begun, materials have been acquired, or the Products have been shipped. If an order is cancelled under such circumstances, the Client shall be obliged to pay the full Price and Bitbrain shall be entitled to retain any payments received, notwithstanding any other compensation for damage and detriment to which it may be entitled.
- 9.3. If the Client does not take delivery of the Products, Bitbrain shall be entitled to store them at the Client's expense and risk. The Client shall then be held liable for costs related to such storage, commencing on the delivery date specified in the Offer, unless other arrangements are made in writing.

10. Delivery

- 10.1. Unless other Incoterms rule is specified in the Offer, the Products shall be delivered "CIP to the delivery address provided by the Client" (Incoterms® 2020 or the then-current version). If the Client wishes to make alternative delivery arrangements, it must notify Bitbrain when placing the order, so that Bitbrain can issue a new Offer.
- 10.2. Any delivery time agreed between Bitbrain and the Client shall commence on the first business day following receipt of the purchase order specified in Clause 5.1 or notification of issuance of any other payment guarantee required by Bitbrain. Bitbrain's obligation to deliver shall be understood as fulfilled once Bitbrain has placed the products at the Client's disposal in accordance with the agreed Incoterms rule, not when the Products have been received at their final destination.
- 10.3. The Product Adaptation Services described in Appendix 2 may affect the delivery time for the Products or Serviced offered.
- 10.4. The risk of loss of, or damage to the Products shall be transferred onto the Client upon delivery in accordance with the Incoterms rule specified in the Offer.
- 10.5. The Products shall be packaged in accordance with Bitbrain's standard packaging procedures. If the Client requires special packaging, it must notify Bitbrain when placing the order, so that Bitbrain can make the corresponding adjustments to the Offer.
- 10.6. The Client shall accept partial deliveries and transshipment, and separate invoicing for partial deliveries.
- 10.7. Notwithstanding the provisions regarding the Product Warranty specified in Clause 12, the Client shall have a period of seven (7) working days following reception of the products at their final destination, to notify Bitbrain of any non-conformities concerning apparent defects or incorrect quantities. Once this period has expired, the Client shall no longer be entitled to make any claims or complaints in relation thereto.
- 10.8. The Products may be shipped from any Affiliate of Bitbrain.

11. Delayed Delivery

- 11.1. Bitbrain shall notify the Client as soon as possible of any circumstances beyond its control that may impede delivery of the Products within the agreed period. Bitbrain must explain the reasons for the delay and agree a new delivery period with the Client. The Client shall not be entitled to cancel the order on these grounds.

- 11.2. In the event of a delay of more than four (4) weeks due to causes attributable to Bitbrain (not including failure by Bitbrain's suppliers), Bitbrain shall compensate the Client for this delay by reducing the Price by 0.5% for each full week of delay, up to a maximum of two percent (2%). If the delay only affects part of the order, the compensation shall only be applied to the part that is not delivered. Bitbrain may choose to offset this compensation against any amounts owed by the Client.
- 11.3. No compensation for late delivery shall be owed if the delay has not damaged the interests of the Client, or if the value of the damage is considerably less than the amount of the compensation.
- 11.4. Under no circumstances shall Bitbrain be held liable for delays to delivery caused by factors attributable to the shipping agent, customs or other third parties, including any public administrations on which the granting of an export License may depend.

12. Product Warranty

- 12.1. **Warranty and Warranty Period for Hardware components:** Bitbrain and its Affiliates guarantee to the Client that the Hardware components of the Products they design and manufacture shall comply with the Specifications for a period of two (2) years (hereinafter, **the Warranty Period**), commencing on the date of delivery as accredited in the shipping document and contingent upon the Products being handled, transported, stored, installed, maintained and used in accordance with the instructions provided in the User Guides. Consequently, Bitbrain shall only bear liability for any instances of noncompliance caused by actions or negligence prior to handing the Products over to the first carrier.
- 12.2. Software warranty: Bitbrain guarantees to the User that:
- Bitbrain or its Affiliates are the legitimate holder of any Intellectual Property Rights pertaining to the Software, and that the License granted to the User does not infringe the rights of any third parties or any provision under applicable law.
 - The Local Software is free of operating defects, viruses, worms, Trojans, ransomware, spyware, adware and other malicious programs;
- 12.3. **Warranty claim procedure:** If the Client notifies Bitbrain of any Product non-conformity during the Warranty Period, the following procedure shall apply:
- The Client must submit its claim in writing to the following email address: support@bitbrain.com. It must identify the Products in question, specify the alleged instance of non-conformity, and specify the order number, dispatch note number and the date of the claim;
 - Bitbrain shall have a period of five (5) working days to respond to the claim. It must inform the Client as to whether the Products in question need to be returned, or whether Bitbrain can inspect them remotely. After this inspection, Bitbrain shall decide to accept or reject the claim and must notify the Client accordingly. To the effects of this sub-section, "working days" shall be deemed according to the then current work calendar in Zaragoza, Spain, where Bitbrain's after sales service is located;
 - If Bitbrain accepts the claim, it shall repair or replace (at its own discretion) the non-conforming Products at no additional cost to the Client. Any replacement Products or components shall be covered by the remainder of the Warranty Period corresponding to the replaced items. Bitbrain cannot guarantee that the replacement components or parts will come from the same supplier, or that they will be identical to those they replace.
 - The lack of response by Bitbrain to a claim submitted by the Client shall imply the rejection of said claim. If tests or analyses are required to determine whether the Products do or do not comply with the Specifications, the costs of said tests and/or analyses shall be borne by the Client in the event the Product is found to be compliant, and by Bitbrain in the event the Product is found to be noncompliant.
- 12.4. **Shipping and inspection costs for Products under Warranty:** The Client must obtain a Return Merchandise Authorization (RMA) number from Bitbrain prior to returning any Products it claims are non-conforming. Shipping costs must be prepaid. If, after inspecting the Products, Bitbrain agrees that they are non-conforming, it shall cover the costs of shipping and inspection; otherwise, these costs must be covered by the Client. Bitbrain has the right to submit the Products in question for inspection by an independent third party, whose decision shall be binding upon both parties. The costs of this inspection shall be attributed as specified above.
- 12.5. **Warranty exclusions:** This warranty shall not apply to non-conformities related to:
- Hardware: Any hardware components manufactured by third parties other than Bitbrain, which are incorporated into the Products or are sold in conjunction with them, including any perishable components that may deteriorate with use. These components include, but are not limited to, the following: batteries,

connectors, aerals, chargers, routers, SD cards, USB memory sticks, sensors, fabric covers, etc. For detailed information on each Product, please see the Specifications in this link.

- b. Software: The Software developed by Bitbrain is licensed "as is", i.e. without warranty, except as specified in Clause 12.2. Bitbrain shall not provide any form of warranty for Cloud Software.
- c. Services: With regard to the Services (i.e., Technical Support) provided by Bitbrain, the warranty provided for repaired or substitute parts, components or sub-components shall be as specified in Clause 12.3c). Services that only involve labor (e.g., Technical Support, setup, installation, etc.) shall be excluded from the warranty.
- d. Installation, maintenance and use: Bitbrain shall reject any claims made under the warranty in relation to non-conformity caused by:
 - Inadequate storage;
 - Installation or use of the Products without following the User Guides provided by Bitbrain;
 - Lack of maintenance or failure to follow the maintenance procedures recommended in the User Manual
 - Guides, including the failure to replace damaged parts and/or the failure to carry out periodic checks as recommended by Bitbrain;
 - Modifying the Products without authorization from Bitbrain;
 - Components or parts that have deteriorated through normal use;
 - Non-conformities caused by actions or negligence committed after the Products were delivered to the first carrier;
 - The use of components, materials, parts or replacements that were not supplied by Bitbrain or not authorized by Bitbrain beforehand; or using the Products under environmental conditions other than those detailed in the Specifications;
 - The Client using the Products for applications other than those disclosed to Bitbrain and serving as the basis for the Offer and the Specifications;
 - Malfunction derived from restrictions on the use of radio frequencies, the electricity supply, or Internet connection in the country in which the Product is being used;
 - Connectivity problems that are derived from poor levels of coverage and are attributable to the corresponding service provider.
- e. Hardware certification: The User Guides provided by Bitbrain contain detailed information on the certification of the Hardware. Bitbrain does not guarantee that the Hardware has all of the certifications required by every country: it is therefore the Client's responsibility to check that the Hardware can be imported and sold in the country in which it is to be used.
- f. External factors: The Warranty shall not cover damage caused to the Product by external factors, including (but not limited to) animals, meteorological conditions (e.g., lightning, storms, wind, flood, fire), etc., all of which shall be considered force majeure.
- g. Indirect damage and loss of income: Under no circumstances shall the Warranty cover indirect damage or loss of income of any kind (e.g., loss of data or profit)

12.6. Limitations of the Warranty:

- a. This warranty is the only Product Warranty offered by Bitbrain and replaces any other warranty that may be expressly or implicitly offered in its name;
- b. Products are provided "as is" and Bitbrain hereby waives any express or implicit warranty related to its functionality, usability, operability, exactitude of the biometric information gathered, including, but not limited to fitness for any particular purpose not expressly disclosed in the Product Specifications by Bitbrain.

- c. Product liability in the event of damage to people or property caused by non-conforming Products shall be limited to three hundred thousand US Dollars (\$300,000.00) per claim, for damage to both people and property;
- d. Under no circumstances shall Bitbrain be held liable if the non-conforming Product has been handled, repaired or in any other way altered by a third party other than Bitbrain or its authorized after-sales services;
- e. The warranties that apply to products or components not manufactured by Bitbrain shall be as provided by their respective manufacturers;
- f. Bitbrain shall not be held liable in any way with regard to cloud services or software supplied by third parties;
- g. Users recognize and accept that:
 - Complex software is never entirely free of defects, errors or security vulnerabilities, and that Bitbrain does not provide any form of guarantee in this respect;
 - Bitbrain does not guarantee that the Software will be compatible with any other software but the one described as compatible in the Software Specifications;
 - Notwithstanding the warranty information cited in Clause 12.2, Bitbrain does not guarantee that use of the Software on the part of the User shall not give rise to any form of legal liability on the part of the User or any other person.
 - In the event that Bitbrain is found liable in relation to the User under the terms of the warranty provided for in Clause 12.2, this liability shall not exceed the cost of the License purchased by said User. Bitbrain shall not accept any claims related to damage of a direct or indirect nature, including (but not limited to) loss of business, contracts or opportunities; loss or corruption of data, databases or software; damage to or loss of equipment or hardware; or loss of income or profits
 - The Local Software must be installed on a device that meets the technical requirements set in Specifications, otherwise it may not function correctly. Moreover, future updates may entail new technical requirements for the device on which the Software is installed

13. Intellectual Property

- 13.1. Trademarks: *Bitbrain*, *Elevvo* and *Usenns*, along with their designs and logos, (hereinafter, the Trademarks) are owned by Bitbrain or its Affiliates, which grant the Client a limited, non-exclusive, non-transferable, free License to use the Trademarks for the sole and exclusive purpose of promoting its services within the field of the study of human behavior (the *Usenns* trademark) or the field of health and wellbeing (the *Elevvo* trademark), through the use of Bitbrain's technology. The granting of this License is contingent upon the Client remaining up to date with its payments to Bitbrain and ensuring it complies with the other terms and conditions stipulated herein.
- 13.2. Patents: Some of the Products are protected by patents owned by Bitbrain or its Affiliates, which grant the Client a limited, non-exclusive, non-transferable, royalty-free License to use said Products pursuant to business activities, provided said use is linked exclusively to the utilization of Bitbrain technology acquired and paid for by the Client. The use of Bitbrain's or its Affiliates' patents in conjunction with any other technology is expressly prohibited.
- 13.3. Software: The intellectual property pertaining to the Software is owned exclusively by Bitbrain or its Affiliates, which grant the Client an Annual or Indefinite License (as specified in the Offer) of a non-exclusive and non-transferable nature upon payment of the Price, to use the Software specified in the Offer in strict accordance with the End-User License Agreement "EULA" that accompanies the software, and whose terms and conditions are specified in Appendix 1. As academic Clients are given special conditions specified in the Offer, they cannot use the Software for commercial research unless they upgrade their Academic License to a commercial one. The License is limited to the installation and use of the Software on a specific device: consequently, the Technical Support Services and updates described in Appendix 2 shall only apply to the use of the Software on said device.
- 13.4. Training materials: Any Intellectual Property Rights that protect the training materials provided by Bitbrain to the Client, regardless of format or media, are owned exclusively by Bitbrain or its Affiliates, which grant a limited, non-exclusive and nontransferable License to use said materials to Clients that have purchased the corresponding training services. The Client may not copy, reproduce or publish said materials, via any means and in full or in part, without prior written authorization from Bitbrain.
- 13.5. Documents. The content of the websites belonging to Bitbrain or its Affiliates, including (but not limited to) their text, images, design, graphic materials, source code, logos, trademarks, brand names and symbols, are protected by

intellectual property rights owned by Bitbrain, its Affiliates and partners. The use and reproduction of this content is contingent upon express citation of the source, whether through an image capture or an explanatory text that links directly to the URL of the Bitbrain website. The images contained on websites and in pamphlets and other materials owned by Bitbrain may not be used without prior written authorization from Bitbrain, even if the source is cited. Any other use of the content of the Bitbrain website shall require Bitbrain's prior written consent.

- 13.6. The Client shall refrain from taking any actions that may impede the acquisition by Bitbrain or its Affiliates of any patent, trademark or other intellectual property right for which the latter may apply. Likewise, the Client shall refrain from registering intellectual property rights, including domain names and in any jurisdiction, which may belong to or may conflict with the rights owned by Bitbrain or its Affiliates.
- 13.7. The Client recognizes and accepts that Bitbrain and its Affiliates own any Intellectual Property Rights associated with the Products, Documents and Training materials, in their entirety; and that the Client is obliged to refrain from infringing any of such Intellectual Property Rights.
- 13.8. Nothing in these General Terms and Conditions of Sale, the Contract, or the EULA shall be deemed as to imply any transmission, cession, licensing, sub-licensing or right of use in favor of the Client of any of the Intellectual Property Rights owned by Bitbrain or its Affiliates, other than as specified in the foregoing clauses. Reverse-engineering, decompilation or disassembly of the Products to gain access to Bitbrain's technology is strictly prohibited.
- 13.9. Bitbrain and its Affiliates shall indemnify, defend and hold the Client harmless from and against any claims, actions, or demands alleging that the Products, or any part thereof, directly infringes or misappropriates any United States patent, trademark, copyright, or trade secret right of any third party, provided that the Client promptly notifies Bitbrain of any such claim, allows Bitbrain to control the defense and provides reasonable information and assistance to Bitbrain (at Bitbrain's expense) in the defense of the claim. The Client shall permit Bitbrain to replace or modify any affected Products to avoid infringement, or to procure for the Client the right to continue to use and remarket such Products. If neither of such alternatives is reasonably possible, Bitbrain may require the Client to return the affected Products to Bitbrain and Bitbrain's sole liability in regard to such return shall be to refund the purchase price paid by the Client, as depreciated over a thirty-six (36) month period. Bitbrain shall have no obligation with respect to claims, actions, or demands to the extent that they are based upon (i) the combination of Products with any items not supplied by Bitbrain, (ii) any modification or change to the Products by the Client, (iii) any failure by the Client to implement modifications or replacements distributed by Bitbrain to address any alleged infringement or (iv) any intellectual property right in which the Client or any Affiliate of the Client has a proprietary interest. This Section states the entire liability of Bitbrain and its Affiliates with respect to indemnification or liability for infringement of intellectual property rights by the Products or any part thereof or by their use or operation.

14. Confidentiality

- 14.1. For the purposes of these General Terms and Conditions of Sale, "Confidential Information" shall mean any of the following:
 - a. Patents, trademarks, technical or technological knowledge (including the technical solutions specified in the Offers provided by Bitbrain), previous experience, know-how, inventions, instructions, user guides, price lists, Products, production information, techniques, processes, methodologies, diagrams, designs, formulas, specifications, samples, programs, reports, works in progress, previously completed works, developments, visual demonstrations, concepts, and any other related information that may pertain to Bitbrain or its Affiliates;
 - b. Financial, business, commercial, sales or computer-related information, or any other information related to Bitbrain's business activities;
 - c. Any other information that may have been revealed by Bitbrain at any time and in any format and was marked "Confidential"; or information which, even though it may not have been marked "Confidential", may nonetheless be considered confidential under the circumstances in question.
- 14.2. The Client undertakes to maintain the strictest levels of confidentiality with regard to the Confidential Information provided by Bitbrain in fulfillment of the obligations arising from its contractual relationship with the Client. The Client also undertakes to refrain from using this information for its own benefit and from transferring it to third parties without the prior written consent of Bitbrain.
- 14.3. The Client expressly accepts that the technical and price-related information contained in the Offer constitutes Confidential Information pertaining to Bitbrain and/or its Affiliates and undertakes to refrain from using said information (except under the terms permitted in these General Terms and Conditions of Sale) and from transferring it to third parties.

- 14.4. Unless the Client expressly states otherwise in writing, it hereby authorizes Bitbrain to mention the Client's name and logos on its website or in its presentations and catalogues

15. Grounds for Termination

The Contract may be terminated with immediate effect, by means of prior notification in writing, in the event that either party commits a serious breach of their obligations (unless the Contract stipulates an alternative consequence). "Serious breaches", enabling Bitbrain to terminate the Contract, include (but are not limited to) the following:

- a. Delays of more than 30 days (calculated from the agreed payment date) in the payment of any invoice issued by Bitbrain under the terms of the Contract;
- b. Failure on the part of the Client to provide any payment guarantee stipulated in the Offer;
- c. Suspension of the execution of the Contract for more than sixty (60) calendar days for reasons beyond Bitbrain's control, including circumstances of *Force majeure*.

16. Governing Law and Dispute Settlement

- 16.1. The interpretation and execution of these General Terms and Conditions of Sale and the Contract shall be governed by the laws of the State of New York.
- 16.2. Any dispute, difference of controversy arising out of the interpretation or execution of these T&C, shall be submitted to the Courts in New York City, to the exclusion of any other jurisdiction to which the Parties may be entitled.

17. Miscellaneous

- 17.1. **Force majeure.** Neither Bitbrain nor the Client shall be held liable for noncompliance or delays resulting from circumstances that are beyond their reasonable control or render the execution of the Contract commercially non-viable. Such circumstances include (but are not limited to) conflagrations, storms, floods, earthquakes, explosions, accidents, terrorist attacks, insurrection, civil disturbances or disorder, strikes or other labor disputes, sabotage, outbreaks of disease, quarantine or similar measures, legal or administrative actions (including customs controls) and other external circumstances, such as commercial embargoes or bankruptcy on the part of shipping agents or suppliers. The Party affected by Force Majeure shall give written notice thereof to the other party without delay and shall adopt any reasonable measure to minimize the impact of such Force Majeure on the Contract of Sale. In the event of a delay caused by *Force majeure*, delivery dates and payment schedules shall be adjusted accordingly.
- 17.2. **Hardship.** The Client accepts that the sum or the terms and conditions specified in the Offer may be subject to modification due to circumstances that Bitbrain only became aware of after the Offer was made or accepted and could not have been reasonably foreseen. Such circumstances may include (but are not limited to) material errors, changes to the Client's credit status, changes in the price of raw materials or components supplied by third parties, etc. Bitbrain shall provide written evidence to Client of the hardship circumstance altering the equilibrium of the contract and the parties shall negotiate in good faith an amendment to the Contract of Sale. Failure to reach an agreement to amend the Contract of Sale shall enable Bitbrain to terminate the Contract.
- 17.3. **Non-transferable obligations.** Neither Bitbrain nor the Client may transfer their contractual obligations or any of the rights protected thereby without the prior written consent of the other party. No consent shall be needed to transfer any obligation under the Contract of Sale to an Affiliate of Bitbrain.
- 17.4. **Independence of the contracting parties.** Bitbrain and the Client are legally separate entities and recognize that the Contract does not create any form of employment-, corporate-, agency- or franchise-related relationship between them, whether on a de facto or de jure basis. Neither party may act or undertake any form of obligation on the other's behalf.
- 17.5. **Professional status of the contracting parties.** The Client recognizes that it is entering into this Contract within the context of its professional or business-related activities, and as such, it shall not be considered the end consumer. Likewise, the Client expressly states that it has knowledge of the Products and their technical characteristics, uses, operation and Specifications, which it accepts without reservation.
- 17.6. **Modifications.** Bitbrain may, at any time, cease the production, sale or distribution of any of the Products, change their sign or functionality, or modify the content of its Services, warranty policy and any other policies it may have.

Although Bitbrain undertakes to provide technical support for any Products it may withdraw from the market, by providing replacement parts while stocks remain, it does not guarantee the continued supply of components or accessories that are supplied by third parties.

- 17.7. **Limitation of liability.** Bitbrain and its Affiliates shall only be liable for willful misconduct and gross negligence. Liability is otherwise excluded to the extent possible by law. In particular, Bitbrain and its Affiliates shall not be liable to the Client for loss of profit, loss of use, indirect, incidental or consequential damages of any kind or of any other nature whatsoever, which may be incurred by reason of any action or inaction of Bitbrain or for any other reason.
- 17.8. **Export Control.** The Client shall comply with all applicable export laws, regulations and rules in force in the USA and, in particular, will not export or re-export the Products without obtaining any export licenses, approvals or waivers required by US Laws, including but not limited to EAR.

APPENDIX 1. TERMS AND CONDITIONS OF THE SOFTWARE LICENSE (EULA)

1.1 Software License

- 1.1.1 Bitbrain and its Affiliates grant the User a License valid during the Term, starting from the date on which Bitbrain sends the download link for the Local Software. This License shall authorize the User to do the following:
- Install and use the Local Software on a single device;
 - Create, store and maintain a backup copy of the Local Software;
 - If it is specified in the Offer, use the Cloud Software to obtain the Results Report
- 1.1.2 The User is not authorized to do any of the following:
- Sublicense or otherwise transfer the License via any means, including (but not limited to) selling, leasing, loaning, publishing or distributing the Software;
 - Alter, edit, adapt or modify the Software;
 - Decompile, disassemble or reverse-engineer the Software; or attempt to decompile, disassemble or reverse engineer the Software;
 - Use the Cloud Software irresponsibly, e.g. repeatedly submitting the same data for analysis, which will generate duplicate Results Reports and incur additional cloud-storage and processing costs. Bitbrain reserves the right to take action in the event of such abuse and to charge the User in question a fee for additional storage and processing (said fees must be approved by the User).
- 1.1.3 The User shall be responsible for the security of any copies of the Local Software that are supplied under the terms of the License acquired or are copied therefrom. Consequently, the User must adopt the necessary measures to prevent said Software from being accessed by unauthorized third parties.
- 1.1.4 Cloud software:
- The Cloud Software license authorizes the use of said Software; however, it does not guarantee storage of the data submitted for analysis or the Results Report. Bitbrain reserves the right to delete said data once the report has been generated and downloaded by the User, who shall be responsible for storing the Results Report from the time it is downloaded.
 - Any information or material contained in the Results Report obtained via the Cloud Software is used and/or interpreted entirely at the User's own risk. Bitbrain and its Affiliates shall not be held liable for any unlawful or improper use of same.
 - Bitbrain reserves the right to update the Cloud Software at any time.
 - By uploading data to the cloud, the User acknowledges that Bitbrain acts exclusively as a data processor within the meaning of Article 28 of Regulation (EU) 2016/679 (GDPR), processing the data solely for the purpose of generating the Result requested by the User. Bitbrain shall not use the uploaded data for any purpose other than the provision of the contracted service. The specific terms governing the data processing arrangement are set out in the Data Processing Agreement (DPA), which the User must accept upon first activating the Cloud Software, and without which no data may be uploaded.
 - The User, acting as data controller in relation to the personal data of the participants, warrants to Bitbrain that it has obtained the appropriate legal bases for the processing of such data, including the informed consent of participants for cloud processing by Bitbrain as data processor, in accordance with the terms of the DPA. The User further warrants that the data uploaded shall have been pseudonymised to the extent technically feasible prior to submission. The User shall bear sole and exclusive liability for compliance with data protection legislation vis-à-vis the participants.

APPENDIX 2. SERVICES RELATED TO THE PRODUCTS

This Appendix includes:

- 2.1 Technical Support Services
- 2.2 Training Services
- 2.3 Supervision Services.
- 2.4 Rental Services
- 2.5 Product Adaptation Services.

1.2 Technical Support Services

- 1.1.1 Bitbrain or its Affiliates shall provide the User with Basic Technical Support Services for the hardware, offered free of charge and available in English and Spanish. They are contingent upon the purchase of a valid software License. Bitbrain shall also offer the option of purchasing Premium and Ad-hoc services.
- 1.1.2 The content, level of interaction with the Client, response priority, validity and pricing policy for the different technical support services shall be as detailed in the following table:

	BASIC SERVICE	PREMIUM SERVICE	AD-HOC SERVICE
SERVICE CONTENT	Participation in the diagnosis and analysis of technical problems related to the Products. Collation of comments from Users in order to improve the existing Products and develop new ones. Documentation in digital format.	Remote supervision of the installation and setup of the Hardware and Software. Participation in the diagnosis and analysis of technical problems related to the Products. Collation of comments from Users in order to improve the existing Products and develop new ones. Documentation in digital format. Explanation of the functionalities and specifications of the Products (single session for one (1) of the Client's representatives). Recommendations on how to use the products effectively. Suggestions for alternative solutions (where necessary).	Ad-hoc data processing in the event of a fault in the study design or data capture, or if the files become corrupted. Diagnosis or analysis of technical problems related to Products that are out of warranty. Other problems or queries not included in the Basic or Premium services. Bitbrain does not offer any guaranteed outcomes when the consultation relates to equipment or hardware that has not been supplied by Bitbrain.
LEVEL OF INTERACTION WITH THE CLIENT	Email & phone calls at Bitrain's discretion.	First contact via email. Successive contact via email, online chat, telephone and/or remote assistance using the "screen sharing" mode.	First contact via email. Successive contact via email, online chat, telephone, remote assistance using the "screen sharing" mode, and/or access to a specialist.
PRIORITY	Response within 72 working hours. 75% of cases resolved within one week.	Response within 48 working hours. 90% of cases resolved within three days.	As specified in the contract with the Client
VALIDITY	Hardware: during the warranty period. Software: while the License remains valid.	Valid for one year, beginning on the date the service was purchased.	Valid for the duration of the contract.
PRICING POLICY	Hardware: free of charge. Software: contingent upon the purchase of a valid software License.	Single annual fee.	Charged by the hour in accordance with the rate chargeable at the time the service was purchased.

1.1.3 Terms and Conditions for the technical support services:

- a. Technical Support Services must be requested by writing to the email address support@bitbrain.com
- b. In order to provide any of the Technical Support Services, the Client must have updated its Software to the most recent version.
- c. Technical support shall only be provided for the Products acquired by the Client. Any problems related to the use or operation of other applications, operating systems or equipment not supplied by Bitbrain shall be excluded.

1.1.4 The Technical Support Services shall not include the following:

- a. Explanation of functionalities, problem-diagnosis or analysis of products not acquired from Bitbrain.
- b. Problem-diagnosis or analysis of technical problems related to accessories that are being used in conjunction with the Products and do not meet the system requirements recommended by Bitbrain.
- c. Resolution of problems arising from: improper use of the Products, failure on the part of the computer or computer network, virus infection, recovery of backup copies, and other causes that fall outside the scope of normal use of the Products.
- d. Advice on how to apply the Products to the User's business model, unless said advisory services have been specifically and separately agreed with Bitbrain.
- e. Supervision and support services for specific studies, e.g. support for the experimental design stage, fieldwork or interpretation of results (unless said services have been specifically agreed with Bitbrain).
- f. Development of customized products, unless specifically agreed otherwise with Bitbrain.
- g. Staffing and transportation costs related to the provision of on-site technical support services at the User's premises, unless said services have been specifically agreed with Bitbrain.

1.2 Training Services

1.2.1 Bitbrain shall provide Users with mandatory technical Training, designed for those without prior technical knowledge of how to use neurotechnology. It shall also offer additional (and optional) theoretical training. If a Client refuses to accept the mandatory technical Training, but cannot prove (to Bitbrain's satisfaction) that it has relevant prior technical knowledge and experience, Bitbrain reserves the right to refuse to sell its Products to said Client.

1.2.2 The content, format and pricing policy of the various Training services shall be as detailed in the following table:

	TECHNICAL (MANDATORY, DEPENDING ON THE USER)	THEORETICAL (OPTIONAL)
CONTENT OF THE TRAINING	Use of the basic Software and modules acquired. Use of the Hardware acquired. Structure of the Results Report (where applicable).	Scientific basis of the Products acquired. Interpretation of the Results Report (where applicable). Commercial or Research FAQ
FORMAT	Online or in situ.	Online or in situ.
PRICING POLICY	Charged by the hour/day in accordance with the rate chargeable at the time the service was purchased; maximum of 10 people per company or institution.	Charged by the hour/day in accordance with the rate chargeable at the time the service was purchased; maximum of 10 people per company or institution.

1.2.3 Terms and conditions of the Training Services: In each instance, Bitbrain shall agree with the Client the dates and duration of the Training Services. They must be agreed at least ten days prior to the start date and shall be scheduled in accordance with the availability of Bitbrain's training staff.

1.2.4 The Training Services shall not include:

- a. Staffing and transportation costs related to the provision of on-site training services at the Client's premises, unless specifically agreed otherwise with Bitbrain.
- b. Bespoke training services, unless specifically agreed otherwise with Bitbrain.
- c. Training services for personnel outside the Client's company/institution or for more than 10 people, unless specifically agreed otherwise with Bitbrain.

1.3 Supervision Services

1.3.1 For Users wishing to purchase them, Bitbrain offers Supervision Services to support the use of the Products within the context of research projects or commercial initiatives in the field of applied neuroscience (e.g., neuromarketing, usability, customer experience, psychology, etc.), as detailed in the table below:

	SERVICE 1: BASIC DESIGN	SERVICE 2: DETAILED DESIGN	SERVICE 3: FIELDWORK	SERVICE 4: AD-HOC DATA ANALYSIS	SERVICE 5: INTERPRETATION OF RESULTS
SERVICE INCLUDES	Basic experimental design of research projects or commercial initiatives within the field of applied neuroscience.	1. Experimental design of specific studies/ projects/ interventions. 2. Implementation of the experimental protocol on the Client's Software. 3. Online monitoring of the execution of a pilot study on the part of the Client, including correction offieldwork errors. 4. Quality-checking of the signal recorded in the pilot study.	Supervision and support by a Bitbrain technician at the start of, or for the duration of, the fieldwork stage.	Customized data analysis in Accordance with the aims of the research project.	Supervision and support during the interpretation of the Results Report.

1.3.2 Terms and conditions of the Supervision Service: As specified in the Offer submitted by Bitbrain to the Client.

1.3.3 The Supervision Service shall not include the following:

- a. Staffing and transportation costs related to the provision of on-site Supervision Services at the Client's premises, unless specifically agreed otherwise with Bitbrain.
- b. Equipment rental costs pursuant to the provision of supervision services for fieldwork, unless specifically agreed otherwise with Bitbrain.
- c. On-site presentations to the Client or the Client's own client, unless specifically agreed otherwise with Bitbrain

1.4 Rental Services

1.4.1 Bitbrain offers its Clients a service for the rental of hardware (hereinafter, the Rented Hardware), governed by the terms and conditions specified in the corresponding Offer and by the following clauses.

1.4.2 Rental terms and conditions

- a. Purpose: the Rented Hardware shall be delivered to the Client previously checked by Bitbrain to make sure it is in perfect working order.

b. **Duration:**

- The duration of the rental shall be as specified in the Offer. At the end of the rental period, the rental agreement shall be considered terminated. Even if the Rented Hardware has not yet been returned, this shall not imply the automatic extension of the rental agreement. Bitbrain shall not be obliged to extend the duration of the rental agreement.
- The rental period shall begin on the date the customer receives the Rented Hardware at the destination address and shall end on the date that the returned equipment is delivered to the transport agency by the customer (transport document providing evidence thereof).
- Once it has been accepted by the Client, the duration of the rental period cannot be modified. Bitbrain shall not be obliged to reimburse the Client for any of the rental costs, even if the rental is cancelled by the Client before the rental period ends.

c. **Training:** If the Client already owns hardware/software analogous to the Rented Hardware, the rental may proceed without the need for prior training. However, if the Client is not familiar with the use of similar hardware/software, it must undergo technical training before using the Rented Hardware. The price of this training shall be set by Bitbrain and accepted by the Client.

d. **Software License:** Bitbrain shall grant the Client a License to use the Software included with the Rented Hardware. The License shall be valid from the start of the rental period specified in the Offer, and shall expire at two months after the end of said period. The terms and conditions governing this License shall be as specified in Appendix 1. The Client shall be strictly prohibited from copying, reproducing, downloading, etc. the License onto any other device or media.

e. **Technical support:** During the rental period, the Client shall have access to free Basic Technical Support and the option to purchase Premium Support, as detailed in Clause 2.1.1 above.

1.4.3 Price, terms and conditions of payment, and deposit

- a. The Price of the Rental Service shall be as specified in the Offer. It shall include the costs of shipping and returning the Rented Hardware and the Software License, although it shall not include VAT or any other applicable taxes.
- b. The Price of the rental shall not include installation of the Rented Hardware.
- c. The rental shall be paid for in advance, prior to delivery of the Rented Hardware. Bitbrain shall issue an invoice upon delivery.
- d. Bitbrain may demand that the Client pay a deposit, which must be paid prior to the delivery of the Rented Hardware. This deposit shall be returned within five (5) working days following receipt of the returned Rented Hardware, contingent upon examination of the Rented Hardware to make sure it is in perfect condition (notwithstanding normal wear through use)

1.4.4 Delivery of the Rented Hardware

- a. For delivery within the USA and Canada, Bitbrain shall ship the Rented Hardware on a delivery-prepaid basis to the address specified by the Client. Under all circumstances, the shipping agent and method shall be chosen by Bitbrain.
- b. The Rented Hardware shall be delivered by Bitbrain within a period of approximately seven (7) days, beginning the day after the Client submits accreditation of its payment of the deposit (and, where applicable, payment of the shipping costs for delivery to an address outside the US or Canada).
- c. Bitbrain reserves the right to modify the delivery period in the event of certain circumstances or force majeure. It shall notify the Client of any such circumstances as soon as it becomes aware of them.
- d. Under no circumstances shall Bitbrain be held liable for any delay in delivery attributable to the shipping agent or other third parties.

1.4.5 Use of Rented Hardware

- a. The Client must ensure that the Rented Hardware is suitable for its intended purpose, and must ensure that it is only used as described in the User Guide provided by Bitbrain and for the purposes specified therein. It must also ensure that the Rented Hardware is only used by personnel who have the correct

training, and that it is used in compliance with any safety regulations that may apply. If in doubt, the Client must consult Bitbrain in writing via the following email address: support@bitbrain.com

- b. For the duration of the rental period, the Rented Hardware must remain within the Client's possession, in the location disclosed by the Client to Bitbrain.
- c. The Client may not modify or repair the Rented Hardware without prior written authorization from Bitbrain. However, the Client undertakes to follow the maintenance and cleaning schedule described in the User Guide for the Rented Hardware.
- d. The Client shall ensure that the identification number, badges and labels on the Rented Hardware remain clearly legible, as they may bear Bitbrain's name, its brand name, and/or the names of associated brands.
- e. During the rental period, any original consumables required by the Rented Hardware must be purchased by the Client from Bitbrain.

1.4.6 Procedure in the event of breakdown, loss or damage

- a. Procedure in the event of breakdown:
 - The Client shall notify Bitbrain of the breakdown by sending an email to the following address: support@bitbrain.com
 - Bitbrain shall instruct the Client on how best to resolve the problem. In the event that the Rented Hardware is lost, the measures stipulated below shall apply.
 - If the breakdown cannot be resolved remotely, Bitbrain shall arrange for the pickup and dispatch of the Rented Hardware pursuant to its repair. The corresponding shipping costs shall be covered by Bitbrain.
 - Bitbrain shall examine the Rented Hardware and, notwithstanding any subsequent examinations, it shall then give the Client its assessment of the nature and cause of the damage, and the estimated time for repair.
 - If the time required to carry out the repair is less than forty-eight (48) hours, this shall be considered normal maintenance of the Rented Hardware and shall not entitle the Client to any right of replacement or a reduction in the rental price.
 - If the amount of time required to carry out the repair is expected to exceed forty-eight (48) hours, Bitbrain undertakes to replace the Rented Hardware free of charge, and as quickly as possible, with hardware of the same specifications.
 - The impossibility of repairing or replacing the Rented Hardware shall not automatically result in the termination of the rental agreement; however, it shall incur a reduction in the rental price, calculated in proportion to the amount of the time the Rented Hardware remains unavailable to the Client. However, if after thirty (30) days the Client has yet to receive new hardware, it shall have the right to give notice of early termination of the rental agreement and shall not be required to compensate Bitbrain or bear any liability in relation.
- b. If the breakdown is caused by using the Rented Hardware in a manner contrary to the stipulations of the User Guide or the instructions provided herein, or is the result of negligence or malicious misuse, the costs arising from the breakdown (e.g. the costs of repair, days of unavailability, shipping of replacement hardware, replacement of the Rented Hardware, etc.) shall be covered by the Client, including all shipping-related costs. The costs of each day of unavailability shall be deemed equivalent to the daily rental rate, which the Client shall continue to pay until the breakdown has been resolved.
- c. **Insurance:** Once the Hardware has been delivered by Bitbrain to the address specified by the Client, the latter shall assume all of the risks pertaining to full or partial loss of the Rented Hardware or damage thereof, regardless of cause (including unforeseen circumstances and force majeure). To this end, the Client shall be obliged to take out, and maintain throughout the rental period, sufficient insurance to cover 100% of the loss of or damage to the Rented Hardware in accordance with the purchase value of same as specified in the Offer. Bitbrain reserves the right to demand proof of said insurance at any time, and/or to demand proof that the Client is up to date with payment of the corresponding insurance premiums. The insurance policy must name Bitbrain as the beneficiary of any compensation that may be paid out, and the Client shall be obliged to make up any shortfalls that may occur (e.g., due to the payment of the excess stipulated in the policy, or due to risks excluded by the policy, etc.). In the event of an incident affecting the Rented Hardware, the Client must notify Bitbrain of same within 24 hours following its occurrence or detection, and must notify the insurer within the period stipulated by same. Bitbrain shall not bear any liability for the Client's failure to notify the insurer within the stipulated period.
- d. **Damage or loss:** In the event that the Rented Hardware is damaged, the Client shall reimburse Bitbrain for all of the costs arising from its repair or replacement with new hardware (if the costs of repairing the hardware would otherwise exceed those of replacement). In the event that the Rented Hardware is lost, the client shall

compensate Bitbrain for all of the costs arising from its replacement; which, for the purposes of calculation, shall take as a minimum the purchase price of the hardware as specified in the Offer. In the event of loss or damage, the Client shall continue to pay for the rental of the hardware until it has been repaired or replaced, or until Bitbrain has received compensation as stipulated in the paragraphs above.

1.4.7 Liability disclaimer

- a. Bitbrain shall not be held liable for any damage caused by inadequate selection, maintenance, use or storage of the Rented Hardware.
- b. Bitbrain shall not be held liable for any damage that is suffered by the Client, its employees or third parties and caused by the Rented Hardware; nor shall it be held liable for any loss of profit, indirect damage, loss of data, or damage to people and property caused by the Rented Hardware.

1.4.8 Reservation of title and prohibition of transfer

- a. The Client is expressly obliged to ensure the Rented Hardware remains clearly identified as the property of Bitbrain, and to prevent it from being taken in the event of a seizure of assets or similar procedure. If, however, the Rented Hardware should be seized, the Client must notify Bitbrain immediately and collaborate fully in taking the steps to secure its release, including any actions related to the assertion of third-party ownership and any other measures which Bitbrain may be legally entitled to take. The cost of any such actions shall be borne in full by the Client. Any such seizure shall not imply a suspension of the Client's obligation to make the corresponding rental payments, nor of the corresponding penalties in the event that the agreed rental period is exceeded.
- b. Under no circumstances may the Client transfer the Rented Hardware to any third parties without the prior written consent of Bitbrain. Nor may the Client encumber or mortgage the Rented Hardware, use it as collateral (either with or without the physical transfer of same), or subrogate its legal status as the leaseholder.
- c. In the event that the Client declares bankruptcy, has its assets seized, or becomes involved in any other legal or administrative proceedings that may potentially impact upon the ownership or possession of the Rented Hardware, it must make the authorities in question aware that it is simply a user of the Rented Hardware

1.4.9 Returning the Rented Hardware

- a. When the rental period comes to an end, whether naturally or as a result of early termination, the Client must return the Rented Hardware and its accessories fully maintained and in perfect working condition (notwithstanding normal wear through use). If the Client fails to do so, Bitbrain may use the deposit to cover the costs of repair; if the amount of the deposit does not prove sufficient, the Client shall be obliged to make up the difference.
- b. The procedure for returning the Rented Hardware shall be as follows:
 - The Rented Hardware shall be returned in its original packaging and with all of its accessories, manuals and documentation.
 - The Client shall coordinate with Bitbrain to arrange the return shipment, using the shipping agent specified by Bitbrain. The shipping costs shall be paid on a freight-collect basis. Bitbrain shall inspect the Rented Hardware within seven (7) days following receipt. If any repairs are necessary, it shall notify the Client and the parties shall proceed as described in paragraph a. above.
 - Any unjustified delay in returning the Rented Hardware shall be considered misappropriation, and shall entitle Bitbrain to instigate, without any further warning required, whichever measures it deems necessary to recover the Rented Hardware, up to and including the instigation of criminal proceedings against the Client. Bitbrain shall also be entitled to charge a penalty equivalent to three times the daily rental rate for each day that the Client withholds the Rented Hardware.

1.4.10 Early termination and the effects thereof

- a. Either party may give the other Party a minimum of five (5) days prior written notice of termination, in any of the following circumstances:

- Failure to meet any of the obligations agreed upon herein, provided said failure is not rectified within five (5) days following receipt of the written notification from the party not incurring breach. In the event that said failure is rectified, the party not incurring breach shall be entitled to demand compensation for damages from the party in breach.
 - Winding-up of either of the parties, or the retirement, death or incapacitation of the Client (if the Client is a natural person).
 - Declaration of bankruptcy of either party, for which a legal ruling instigating insolvency proceedings against the party in question shall be considered sufficient grounds for termination.
- b. Early termination for any reason, and in particular early termination instigated by Bitbrain for a breach by the Client, shall entitle Bitbrain to claim in their entirety any amounts that may be outstanding up to the end of the rental period, and to demand the return of the Rented Hardware. If the early termination is due to a breach by the Client, the Client must bear the costs of returning the Rented Hardware.
- c. Once the rental agreement has been terminated and the Rented Hardware returned to Bitbrain, and provided the Rented Hardware is found to be in acceptable condition following the inspection of same, Bitbrain shall return the deposit to the Client, provided there are no outstanding obligations. If there are any outstanding obligations, Bitbrain shall subtract the amount owed by the Client from the amount of the deposit.

1.5 Product Adaption Services

- 1.5.1 For Clients wishing to purchase it, Bitbrain offers a product adaptation service, consisting solely of changing the color and screen-printing (logos or similar) of the hardware.
- 1.5.2 Any other adaptations of the hardware or software shall necessitate the drawing-up of an ad-hoc agreement.
- 1.5.3 When adapting the products, Bitbrain shall not be held liable for any minor differences between the color chosen by the Client (in accordance with the corresponding RAL code) and the color that is eventually applied.
- 1.5.4 For adaptations consisting of new screen-printing, the corresponding file must be submitted in .ai or .eps format. Only single-color images shall be accepted. Bitbrain shall not be held liable for any minor differences between the size of the file submitted by the Client and the size that is eventually applied.
- 1.5.5 The product adaptation service may cause delivery of the hardware to be delayed. Bitbrain shall not be held liable for any delays under such circumstances.

APPENDIX 3. PRODUCT SPECIFICATIONS

The Product Specifications can be download at:

[Bitbrain Hardware Catalogue](#)

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