



Effective Date: **.,******

ADDENDUM TO THE SUBCONTRACTOR OFFER AGREEMENT ON PERFORMANCE OF WORKS AND RENDERING OF SERVICES No.*** DATED **.**,******

This **Addendum to the Subcontractor Offer Agreement on Performance of Works and Rendering of Services** (the "**Addendum**") is entered into by and between **TMS SolarWeb Limited**, duly registered and operating under the laws of the Republic of Cyprus under registration No. HE329931, registered at: Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor, represented by its Director Mr. Pavel Shynkarenko (hereinafter "**Mellow**" or "**Contractor**") and

*** a citizen of *** passport *** residing at *** who accepted the terms and conditions of the Subcontractor Offer Agreement on Performance of Works and Rendering Services of the Contractor (hereinafter the "**Subcontractor**").

Acceptance of the terms of this Addendum by the Subcontractor by means of activation of the "**I have read and agree with the terms of the Addendum**" checkbox shall mean confirmation of the Subcontractor's free declaration of intent, aimed at complete and unconditional acceptance of the conditions of this Addendum.

For the purposes of this Addendum the Subcontractor and Mellow are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

The date of Subcontractor's acceptance of the terms of this Addendum in the manner set forth above is the **Effective Date** of this Addendum.

This Addendum constitutes an integral part of the **Subcontractor Offer Agreement on Performance of Works and Rendering of Services No.***** dated **.**,******, the terms of which were accepted by the Subcontractor in the Mellow Service (the "**Service Agreement**") all provisions of which apply hereto. Unless otherwise governed hereby or set forth herein the Parties shall abide by the terms and conditions of the Service Agreement, and such provisions of the Service Agreement apply to this Addendum as if they were expressly incorporated herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth herein and the Service Agreement, the Parties hereby agree as follows:

RECITALS

The Subcontractor is engaged by the Contractor under the Service Agreement for performance of Works/Services, corresponding to the type: *****, performed directly by the Subcontractor (including in cases where Mellow places within the Mellow Service the Tasks and Projects of Customers and the Subcontractor performs Works and/or renders Services within the scope of such Tasks and Projects);

The Parties intend to specify, by means of this Addendum, the terms of interaction regarding the Works/Services of the above-mentioned type to be performed, as well as other details relevant to the respective Works/Services.

All capitalized words used herein which are not specifically defined in the Addendum shall have the meanings assigned to them in the Service Agreement.

1. SCOPE OF THE ADDENDUM

1.1. By accepting the terms of this Addendum, the Subcontractor agrees that the total Remuneration for the Work/Services performed under this Addendum (for all Tasks corresponding to the type of Work/Services specified in the Recitals of this Addendum above) shall be an amount of money equivalent to not less than *** per month, provided that the number of relevant Tasks completed by the Subcontractor per month is sufficient. The Remuneration shall be paid to the Subcontractor in accordance with the procedure set out in



the Service Agreement.

1.2. The amount and currency of Subcontractor's Remuneration for performance of Works and/or rendering of Services within the framework of the relevant Task is communicated to the Subcontractor in the Personal Profile. The Subcontractor agrees to the specified tariffs, and, as a result, with the amount of Remuneration and the currency of Remuneration.

1.3. The Parties have specifically agreed, and the Subcontractor unambiguously agrees that if the Services were rendered or Works were performed under such Tasks and Projects of Customers, then the Remuneration is payable to the Subcontractor only upon final acceptance of the rendered Services or the Result of performed Works by the Customers. The Contractor does not guarantee payment in the amount specified in Clause 1.1 of this Addendum and shall not be liable if the number of Tasks completed by the Subcontractor per month is insufficient to cover the amount of the Remuneration specified in Clause 1.1 of this Addendum, or in case of non-performance or substandard performance of the Tasks by the Subcontractor.

1.4. The Parties confirm that the Subcontractor performs the Works/renders Services, which are the subject of this Addendum, remotely ("off-site"). Thus, the Subcontractor shall independently control and ensure that the location, equipment, software and hardware, information protection equipment and all necessary conditions are adequate for performance of the Works/rendering of the Services. The place of performance of the Work and/or Services under the relevant Tasks shall be determined by Subcontractor's location, provided that such location of Subcontractor will enable Subcontractor to perform the Tasks remotely in accordance with the terms of this Addendum. The Subcontractor shall independently ensure all consumables, means of access to the Internet and other types of communication or additional technical equipment necessary for the performance of the Works (rendering of the Services), unless otherwise expressly agreed in the respective Task.

2. TERM, EFFECT AND TERMINATION OF THE ADDENDUM

2.1. This Addendum is effective for 3 (Three) years from the Effective Date or until the Service Agreement is terminated for any reason (if termination of the Service Agreement occurs earlier). In the case that after the expiry of the three-year term of this Addendum, the Service Agreement is still in force, this Addendum shall be automatically extended for the entire term of the Service Agreement.

3. GENERAL

3.1. Any and all amendments and additions to the Addendum shall be valid and effective only if executed in a written agreement signed by both Parties.

3.2. This Addendum is governed by and construed in accordance with the law of the main Service Agreement, that is, the law of the Republic of Cyprus.

3.3. Should any provision of this Addendum be deemed void, illegal or otherwise unenforceable, such provision shall, to the extent possible, be deemed severed from this Addendum, and the rest of the provisions shall apply as if the severed provision was explicitly excluded from the Addendum.

3.4. The Subcontractor may not assign his/her rights and obligations under this Addendum in part or in full to third parties without Contractor's prior written consent. The Contractor may assign its rights and obligations under this Addendum in part or in full to any third party.

3.5. The Parties hereby expressly agree that the terms and conditions of this Addendum have the same legal effect as the terms and conditions of the Service Agreement.

4. CONTACT INFORMATION

4.1. Comments or questions regarding this Addendum may be sent by the Subcontractor using the following addresses:

By post / By courier service: Cyprus, Limassol 3030, Theklas Lysioti Street, 17, Pissas Building, office 501

By e-mail: support@mellow.io