Mediation Rules

These mediation rules (hereinafter - the "**Rules**") of Mellow.io/Mellow service available at the Internet via URL https://www.mellow.io (hereinafter – the "**Mellow Service**") regulate procedures of out-of-court/alternative settlements of disputes (hereinafter – the "**Mediation**") between Flime B.V., a company duly registered and operating under the laws of the Netherlands under registration No. 72189436, registered at De Entree 232,1101 EE, Amsterdam, the Netherlands or Solar Staff Corp., a company incorporated in the State of Delaware of the Unites States of America, Delaware State File Number 5879268, with its office located at One World Trade Center, 85th floor, New York, NY 10007, USA (individually referred to as the "**General Contractor**"), or TMS SolarWeb Limited, duly registered and operating under the laws of the Republic of Cyprus under registration No. HE 329931, registered at: 254 Arch. Leontiou A', Maximos Court A', 5th floor, Office no. 51, 3020, Limassol, Cyprus (hereinafter – the "**Contractor**") and a legal entity or an individual entrepreneur engaging the General Contractor or the Contractor for performance of works/rendering of services within specific tasks/projects (hereinafter – the "**Customer**"), or between a user of Mellow Service being a subcontractor of the Contractor and being engaged by the Contractor for performance of works/rendering of services within specific tasks/projects (hereinafter – the "**Subcontractor**") and the General Contractor and/or the Contractor and/or the Customer. The Customer, the General Contractor, the Contractor and the Subcontractor hereinafter collectively named the "**Parties**" and separately – the "**Party**".

The aim of the Mediation is to settle disputes with the assistance of a mediator on the basis of the voluntary consent of the Parties in order to achieve a mutually acceptable solution and, as a result, is an agreement of the Parties on out of court settlement of disputes (hereinafter – the "**Settlement Agreement**") arising out of applicable agreements or offer agreements on performance of works and/or rendering of services or in connection thereto.

These Rules are developed based on the standard text of the mediation rules of the International Chamber of Commerce (ICC) www.iccwbo.org and are binding for use upon out of court settlement of disputes with involvement of the Parties.

The current version of the Rules is available at the Internet via URL: https://mellow.io/documents/mediation-rules.

Article 1. Introductory provisions

1.1. Administration of disputes in accordance with the Rules is performed by the Contractor's subdivision which is settled exclusively for the purposes of administration of disputes between the Parties (hereinafter – the "**Mellow Mediation**"). Mellow Mediation does not carry out functions of an independent mediator or arbiter.

1.2. Considering the Parties' acknowledgement of Mellow Mediation as the subdivision of the Contractor to which exclusively organizational and administrative (enforcement) functions are granted, Mellow Mediation, its all employees, owners and other dependents and/or any person controlled by the Contractor and/or the General Contractor, cannot perform mediator's functions or cannot restrain a third party to be a mediator, unless such restriction does not directly follows from the applicable law or unless such third party is connected with any of the Parties of a dispute or is interested in the results of the dispute.

1.3. The Rules provide for the appointment of a neutral third party (hereinafter - the "**Mediator**") to assist the Parties in settling their dispute. The list of available Mediators (who have passed national registration procedures for dispute resolution) shall be formed based on a specific situation and actual circumstances of the dispute requiring settlement, upon receipt of the Request (according to article 2.1 of the Rules).

1.4. The term "**Proceeding**" as used in the Rules refers to the process beginning with its commencement and ending with its termination pursuant to the Rules.

1.5. All of the Parties may agree to modify any of the provisions of the Rules, provided, however, that Mellow Mediation may decide not to administer the Proceedings if, in its discretion, it considers that any such modification is not in the spirit of the Rules. At any time after appointment of the

Mediator, any agreement to modify the provisions of the Rules shall also be subject to the approval of the Mediator.

1.6. Mellow Mediation is the only body authorized to administer the Proceedings under the Rules.

Article 2. Commencement of Proceedings

2.1. Where there is an agreement between the Parties to refer their dispute to the Rules, any Party or Parties wishing to commence Mediation pursuant to the Rules shall file a written request for Mediation (hereinafter - the "**Request**") with Mellow Mediation. The Request shall:

2.1.1. be sent (completed) by a person or entity authorized as a user of Mellow Service;

2.1.2. state a number of the task or tasks in Mellow Service as well as description of the dispute including, if possible, an assessment of its value;

2.1.3. state agreement as to the language(s) of the Mediation;

After that, a list of available Mediators (according to article 1.3 of the Rules) shall be formed and sent to the Parties. Further, the Request shall be supplemented with additional information, which shall state (i) a name of proposed Mediator jointly nominated by all participating Parties from the list of available Mediators, or, in the absence of any such candidate in the list, state Mediator's email address for sending him (her) a proposal to be a Mediator, and (ii) state an expiration date for nomination of the Mediator.

2.2. Together with the Request, the Party or Parties filing the Request shall pay the filing fee required

by the Appendix No. 1 "Fees and costs" hereto.

2.3. Upon receipt of the Request Mellow Mediation shall acknowledge receipt of the Request and the filing fee in writing by means of electronic communication to authorized representatives of all

involved Parties such as – the initiator of the Proceeding, the Customer and/or the Subcontractor performing works/rendering services under the task(s) stated in the Request.

2.4. The date on which the Request is received by Mellow Mediation shall, for all purposes, be deemed to be the date of the commencement of the Proceedings.

Article 3. Participants of the Mediation. Place and language of the Mediation

3.1. The participants of the Mediation are:

3.1.1. **The Parties of Mediation**: the Customer or the Subcontractor (from the one side) and the General Contractor and/or the Contractor (from the other side). Each Party has a right to be the initiator of the Mediation procedure;

3.1.2. **Third parties**: the Customer or the Subcontractor which participated in legal relations on disputed task and at that is not a Party of a procedure whereas, as a result of the dispute circumstances clarification, its rights and obligations could be impacted and substantial facts for it can be determined. If the Customer is a party of the Mediation procedure, then the Subcontractor who performed works and/or rendered services under the disputed task of such Customer shall be brought to the Mediation procedure as a third party by Mellow Mediation. If the Subcontractor is a party of Mediation procedure on the disputed task, then the Customer of such disputed task shall be brought to Mediation procedure as a third party by Mellow Mediation.

3.1.3. **Mediator**: a neutral individual being engaged by respective Parties for the purposes of assisting the Parties in out of court settling their dispute.

3.2. If otherwise is not agreed between the involved Parties, all sessions of the Proceeding shall be carried out in online format with the use of automated technical means for online communication after approval by the Parties of the Mediator. At the same time, in order to register the arrangements and agreements reached during the session and then reflect these agreements in the Mediation Agreement, the process of the session may be recorded, taking into account the conserving of all the principles of the Mediation. In this case, each of the Parties must agree to the recording of the session by activating the "I agree to the recording of the online session" checkbox.

3.3. Upon appointment of the Mediator and subject to absence of an agreement between the respective Parties, Mellow Mediation may propose to the Mediator to determine a language(-s) of the Proceeding.

3.4. All representatives of the participants of the Mediation who are appointed to participate in the Proceeding must be duly authorized to participate and to perform legally significant actions in the Proceeding. If the representative of the participants of the Mediation is not directly a party to the dispute (for individuals) or its CEO, which has the right to act without a power of attorney (for legal entities), then the representative must act under a properly executed power of attorney. Among the authorities in the power of attorney, amongst other things, the following rights must be specified: the right to participate in the Mediation procedure, the right to negotiate and develop solutions with any third parties in the framework of the Mediation procedure, the right to make decisions and sign a Settlement Agreement. The Parties of Mediation and Third Parties undertake to submit a power of attorney to the Mediator in advance (within the framework of the mediation).

Article 4. Appointment of the Mediator

4.1. The Party-initiator of the Proceeding nominates the Mediator via email for the approval by all participants of the Mediation procedure. Thus, after all the Mediation participants have approved the Mediator's candidacy, the Party-initiator of the Proceeding sends the approved Mediator a corresponding notification letter by e-mail. The mediator, in turn, informs about his consent or refusal to participate in the Proceeding by a reply letter. If the Mediator agrees, he / she undertakes to comply with the conditions of Clause 4.4 of these Rules in advance (before sending a response to the Party-initiator of the Proceeding).

4.2. Any person can be appointed as Mediator who reached twenty-five (25) years old and who has no disability, has a higher education and received additional professional education on the use of mediation, does not serve for the government, is not being a representative of any participant of the Proceeding and is not being connected with a dispute participant by personal, employment or professional relations other than the Mediation procedure.

4.3. Upon consultation with all interested Parties Mellow Mediation presents to such Parties a list of Mediators available at the website of Mellow Service. All of the participants of the Proceeding may jointly nominate a Mediator from the said list. In case if such Mediator candidate is not confirmed by all participants in the Proceeding within ten (10) business days from the date of the first candidate's nomination, the Proceeding is considered invalid/ terminated and may be re-started in accordance with the general procedure.

4.4. Before participating in the Proceedings, a prospective Mediator shall send to Mellow Mediation a statement of acceptance, availability, impartiality and independence as to the Parties of the Proceeding. The prospective Mediator shall disclose in writing to Mellow Mediation any facts or circumstances which might be of such a nature as to call into question the Mediator’s independence in the eyes of the Parties, as well as any circumstances that could give rise to reasonable doubts as to the Mediator’s impartiality. Mellow Mediation shall provide such information to the Parties in writing and shall fix a time limit for any comments from them.

4.5. When appointing a Mediator, Mellow Mediation shall consider the prospective Mediator’s attributes, including but not limited to language skills, training, qualifications and experience in accordance with the Rules.

4.6. If any Party objects to the Mediator and notifies Mellow Mediation and all other interested Parties by means of electronic communication, stating the reasons for such objection, within fifteen (15) calendar days of receipt of notification of the appointment, all participating Parties jointly shall appoint another Mediator, subject to the provisions of Clause 4.3 of these Rules

4.7. Appointed Mediator is entitled to:

4.7.1. request information on merits of the Proceeding from all participants of the Meditation;

4.7.2. request viewpoints’ clarifications and arguments of all participants of the Meditation;

4.7.3. review materials related to disputed task(s), including description of the task, files content attached by the Customer or the Subcontractor to the task, massages content of the Customer or the Subcontractor within the chatroom as to disputed task(s) - the specified information is provided at the request of the Mediator;

4.7.4. determine the procedures for the conduct of the Mediation under these Rules and technical capabilities of the Parties for online communication;

4.7.5. advise the Parties on the merits of the dispute, subject to a direct expression of the will/request for such an advice from the Parties.

4.8. Appointed Mediator shall:

4.8.1. notify the respective Parties of any incumbrance as to the Mediator's participation in the Mediation procedure including, but not limited to conflict of interest, connection with a Party of the procedure;

4.8.2. maintain confidentiality with respect to the information which became available to the Mediator within preparation to and carrying out the Mediation procedure and preclude disclosure of such information to third parties, who are not participants in the Mediation;

4.8.3. do not transfer the confidential information received by the Mediator from one Party to another and/or Third parties if such transfer of the confidential information is not authorized by the Party disclosing the information, - such permission to transfer can be expressed both orally and in writing;

4.8.4. do not grant a privileged position to one of the Parties, do not perform legal services or consulting to one of the Parties;

4.8.5. do not make public statement on the merits of the dispute without prior approval of involved Parties.

Article 5. Fees and Costs

5.1. The Party filing the Request shall include with the Request non-refundable filing fee (hereinafter – the "**Filing fee**") as set out in the Appendix No.1 hereto. No Request shall be processed unless accompanied by the Filing fee.

5.2. Following the receipt of the Request from the Party-initiator of the Proceeding, Mellow Mediation withholds the Filing fee and an agreed amount for advancement of the Mediator's fees and administrative expenses as set out in the Appendix No.1 hereto. Drafting the Settlement Agreement is paid separately.

5.3. Also, the so-called "start session" with the Mediator, which includes the work of the Mediator in the premediation and a 2 (Two) hour meeting (session), is subject to mandatory payment in advance. At the same time, the start session can be held both with all participants of the Mediation procedure simultaneously, and in the format of unilateral meetings with any of the Parties (caucuses). The start session includes (including, but not limited to): preparatory measures, such as: inviting the other party and Third parties to the Proceeding; request the participants of the Mediation and the Mediator are familiarized with the documents relating to the substance of the dispute; request and acquaintance with the correspondence between the participants of the Mediation procedures; coordination with the participants of the Mediation date and time of the first joint meeting. Payment for the start session is made in accordance with the procedure established by Appendix No. 1 hereto.

5.4. Mellow Mediation may stay or terminate the Proceedings under the Rules if any requested deposit as per Clauses 5.2-5.3 is not paid to Mellow Mediation.

5.5. Upon completion/termination of the Proceedings, Mellow Mediation shall fix the total costs of the Proceedings and shall, as the case may be, reimburse the Party-initiator for any excess of advance payment or bill the Party-initiator for any balance incurred and required to be paid as to the Proceedings and pursuant to the Rules.

5.6. With respect to Proceedings that have commenced under the Rules, all deposits requested and costs fixed might be borne in equal shares by participating Parties upon agreement of such Parties, unless the Parties agree otherwise in writing. However, any Party shall be free to pay the unpaid balance of such deposits and costs should another Party fail to pay its share.

5.7. A Party's other expenditures, such as payments for services of representatives, lawyers, advisors, consultants, experts, preparation and mailing of documents and others, shall remain at the responsibility of that Party, unless otherwise is agreed by the Parties.

Article 6. Preparation to the Mediation procedure

6.1. Upon appointment of the Mediator all participants of the Meditation shall receive from Mellow Mediation a special access in the Mellow Service for reviewing all information under disputed task or group of tasks.

6.2. Within preparation to the Mediation procedure the Mediator contacts all the Parties of the Proceeding.

6.3. The Mediator and the Parties of the Proceedings shall promptly discuss the manner in which the Mediation shall be conducted, in particular:

6.3.1. will be there preliminary hearings between the Mediator and each Party on a stand along basis or the hearings shall be performed in the presence of all participants of the Proceeding;

6.3.2. will additional time period be given to the Parties for provision of preliminary motivated explanations or the Parties will provide such jointly involving the Mediator;

6.3.3. the possibility of recording online interviews/sessions, subject to the provisions of Clause 3.2 of these Rules

Article 7. Conduct of the Mediation

7.1. The Mediator and the Parties involved into the Proceedings shall promptly discuss the manner in which the Mediation shall be conducted, including setting a deadline within which the Proceeding must be completed (regardless of whether a decision is made to conclude the Settlement Agreement or another decision is made on the merits of the dispute).

7.2. After such discussion, the Mediator shall promptly provide the Parties with a written note informing them of the manner in which the Mediation shall be conducted.

7.3. In establishing and conducting the Mediation, the Mediator shall be guided by the wishes of the Parties and shall treat them with fairness and impartiality.

7.4. Each Party shall act in good faith throughout the Mediation.

Article 8. Termination of the Proceedings

8.1. Proceeding which has been commenced pursuant to the Rules shall terminate upon email confirmation of termination by Mellow Mediation to the involved Parties after occurrence of the earliest of:

8.1.1. signing by involved Parties of the Settlement Agreement;

8.1.2. the notification in writing made to the Mediator by any Party that such Party has decided no longer to pursue the Mediation;

8.1.3. the written notification of the Mediator to the Parties that the Mediation has been completed;

8.1.4. the written notification of the Mediator to the Parties that, in the Mediator's opinion, the Mediation will not resolve the dispute between the Parties;

8.1.5. the written notification of Mellow Mediation to the Parties that any time limit set for the Proceedings has expired;

8.1.6. the written notification of Mellow Mediation to the Parties that, in the judgment of Mellow Mediation, there has been a failure to nominate a Mediator.

8.2. The Mediator shall promptly notify Mellow Mediation of the signing of the Settlement Agreement by the Parties or of any notification given to or by the Mediator pursuant to Clauses 8.1.2 – 8.1.4 of this Article 8, and shall provide Mellow Mediation with a copy of any such notification in electronic form.

Article 9. Confidentiality

9.1. In the absence of any agreement of the Parties to the contrary and unless prohibited by applicable law, the confidential information shall be:

9.1.1. details of the Proceeding, but not the fact that it is taking place, have taken place or will take place;

9.1.2. any Settlement agreement between involved Parties, except that a Party shall have the right to disclose it to the extent that such disclosure is required by applicable law or necessary for purposes of its implementation or enforcement.

9.2. Unless required to do so by applicable law and in the absence of any agreement of the Parties to the contrary, a Party shall not in any manner produce as evidence in any judicial, arbitral or similar proceedings:

9.2.1. any documents, views expressed or suggestions provided or made by any Party within the Proceedings with regard to the dispute or the possible settlement of the dispute;

9.2.2. any admissions made by another Party within the Proceedings;

9.2.3. any proposals put forward by the Mediator within the Proceedings; or the fact that any Party indicated within the Proceedings that it was ready to accept a proposal for a settlement.

Article 10. Settlement agreement and its conduct

10.1. The Settlement Agreement shall be concluded in electronic form and shall contain information on the Parties and the Third parties, subject matter of a dispute, conducted Mediation procedure, the Mediator as well as obligations agreed by the Parties, terms and conditions of its implementation. The development of the text of the Settlement Agreement is not the duty of the Mediator. The Mediator can prepare a draft of the Settlement Agreement for an additional fee with the procedure established by Appendix No. 1 hereto. The Parties independently decide on the person who will be involved in the development of the Settlement Agreement. In particular, if requested, the development of a Mediation Agreement can be carried out by Mellow Mediation through the participation of independent lawyers. In any case, the final version of the text of the Settlement Agreement, agreed upon by the Parties, must be sent to the Mediator who conducted the Proceedings for its approval (signing).

10.2. The Mediator grants approval to the Settlement Agreement be means of filling in and sending out of a special electronic form in the Mediator's personal profile in Mellow Service.

10.3. Mellow Mediation immediately forwards to the involved Parties and participants of the Proceeding an electronic copy of approved Settlement Agreement.

10.4. The Settlement Agreement on a dispute reached by the Parties as a result of Mediation carried out by out of court settlement, is a civil transaction aimed to establishment, variation or termination of rights and obligations of the Parties. Civil law regulations are applicable to such transaction *inter alia* break fee, novation, debt release, set-off of a counter claim and compensation of damages. Remedies available for breach or deficient performance of the Settlement Agreement shall be conferred upon defaulting Party in accordance with applicable law.

10.5. Unless the Settlement Agreement otherwise requires, Mellow Mediation shall perform the Settlement Agreement as follows:

10.5.1. changing remaining balances of the Parties in Mellow Service;

10.5.2. changing status of a disputed task in Mellow Service;

10.5.3. blocking permanently or temporary a user of Mellow Service;

10.5.4. writing off from a user's balance an amount payable on settlement as agreed between the Parties in the Settlement Agreement;

10.5.5. crediting to a user's balance an amount payable on settlement as agreed between the Parties in the Settlement Agreement;

10.5.6. amending reporting documents on a disputed task;

10.5.7. amending a disputed task, making additions to or amending description of texts, attached files and/or work results.

Article 11. General provisions

11.1. All participants of Mediation are created individual personal profiles in the Mellow Service, through which all the necessary interaction of participants with each other and with the Mellow Mediation takes place. The "Personal Profile" is the personalized section of the Mellow Service that is closed for public access. Personal Profile is accessed by entering on the Mellow Service login page of authentication data: login (user name) and password (access code). All necessary documents (including the Settlement Agreement) within the Mediation procedure are signed by the Parties by means of an Electronic signature. "Electronic signature" means the login (user name) and password (access code) created by the Mediation participants when registering their Personal Profile in the Mellow Service. Thus, the participants of the Mediation agree that the Electronic signature is equal to their own handwritten signature.

11.2. Unless all of the Parties have agreed otherwise in writing or unless prohibited by applicable law, the Parties may not commence or continue any judicial, arbitral or similar proceedings in respect of the dispute, prior to the end of the Mediation procedure under the Rules.

11.3. Unless all of the Parties agree otherwise in writing, a Mediator shall not act in any judicial, arbitral or similar proceedings relating to the dispute which is or was the subject of the Proceedings under the Rules, whether as a judge, an arbitrator, an expert or a representative or advisor of a Party.

11.4. Unless required by applicable law or unless all of the Parties and the Mediator agree otherwise in writing, the Mediator shall not give testimony in any judicial, arbitral or similar proceedings concerning any aspect of the Proceedings under the Rules.

11.5. The Mediator, Mellow Mediation and their employees and representatives shall not be liable to any person for any act or omission in connection with the Proceedings, except to the extent such limitation of liability is prohibited by applicable law.

11.6. In all matters not expressly provided for in the Rules, Mellow Mediation and the Mediator shall act in the spirit of the Rules.

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Appendix No. 1

to the Mediation Rules
Fees and Costs

Article 1. Filing Fee

1.1. Each Request pursuant to the Rules must be accompanied by a filing fee of EUR 100.00 (One Hundred Euro). The filing fee is non-refundable.

Article 2. Administrative Expenses

2.1. The administrative expenses of Mellow Mediation for the Proceedings shall be fixed at Mellow Mediation discretion depending on the tasks carried out by Mellow Mediation and shall not exceed 20% (twenty percent) of the Mediator's remuneration.

Article 3. Mediator's Fees and Expenses

3.1. Unless otherwise agreed by the Parties and the Mediator, the fees of the Mediator shall be calculated on the basis of the time reasonably spent by the Mediator in the Proceedings.

3.2. The Party-initiator of the Proceeding may agree with the Mediator on a single fixed fee for the whole Proceeding, rather than an hourly rate. The single fixed fee shall be reasonable in amount and shall be determined in light of the complexity of the dispute, the amount of work that the parties and the Mediator anticipate will be required of the Mediator, and any other relevant circumstances. The single fixed fee of the Mediator shall not exceed EUR 2,000.00 (Two Thousand Euro) for one Proceeding.

3.3. Also, simultaneously with the submission of the Request, the start session must be paid in advance. The cost of such a start session is EUR 80.00 (eighty Euro). This payment is a financial guarantee for the Mediator. The cost of the start session is non-refundable, including if the specified start session does not take place due to the fault of any of the Parties or ends before the expiration of two hours. If the Parties (or one of the Parties) agreed with the Mediator on the date and time of the start session and, without notifying about the postponement 24 hours before the agreed date and time of the start session, did not appear at the session, the cost of the start session is also not refunded. In this case, the start session is re-assigned only if the start session is paid again. If it is necessary to extend the start session and / or hold additional meetings, the Parties agree on additional payment.

3.2.1. The fee for the subsequent work of the Mediator is EUR 40.00 (forty Euro) per hour. At the same time, payment for the additional time of the Mediator's work (after the end of the start session) must be made in advance. In case of incomplete use of the advanced time, the overpaid funds are refunded in proportion to the time actually spent on the Proceeding.

3.2.2. If the Parties come to an agreement that the Mediator is responsible for the preparation and drafting of the Settlement Agreement, the cost of such services of the Mediator is EUR 100.00 (one hundred Euro). If the specified services will be engaged in any other person, agreed by the Parties the cost is negotiated and approved separately, based on the results of the agreements reached.

3.4. As required by the Rules fees of the Mediator and administrative expenses shall be paid as advance payment by the Party-initiator of the Proceeding to Mellow Mediation upon filing the Request for Mediation, unless otherwise is not agreed by the Parties.

3.5. The Parties may agree with the Mediator on additional success fee of the Mediator which shall be paid via Mellow Mediation not later than 10 (Ten) business days from the date of the Settlement Agreement.

3.6. Other agreements between the Parties and the Mediator in relation to the Mediator's fees are prohibited.

Article 4. Currency, VAT and Scope

4.1. All amounts due to be paid as to the Mediation and fixed by Mellow Mediation or pursuant to any Appendix to the Rules are payable in Euro, except were prohibited by law, in which case Mellow Mediation may apply a different scale and agree on the Mediator's fee in another currency.

4.2. Amounts paid to the Mediator shall include any possible value added tax (VAT) or other taxes or charges and imposts applicable to the Mediator's fees and shall be paid by the Mediator solely. Neither the Parties nor Mellow Mediation shall be a tax agent of the Mediator.

4.3. VAT might be applicable to the amounts of fees depending on the tax status of the Party-initiator of the Proceeding and its location. In any case upon request by the Party-initiator of an invoice for payment under the Rules, Mellow Mediation will indicate in the invoice an amount with VAT if it is applicable and its rate differs from zero.

4.4. The above provisions on the costs of proceedings shall be effective as of 17th of June 2026 in respect of all Proceedings commenced on or after such date under the Rules.