mellow

Subcontractor Offer Agreement on Performance of Works and/or Rendering of Services

This **Subcontractor Offer Agreement on Performance of Works and Rendering of Services** (hereinafter the "**Agreement**" or "**Offer Agreement**") is entered into by and between **TMS SolarWeb Limited**, duly registered and operating under the laws of the Republic of Cyprus under registration No. HE 329931, registered at: Cyprus, Limassol 3030, Theklas Lysioti 17, PISSAS BUILDING, 5&6th floor, represented by its Director Mr. Pavel Shynkarenko (hereinafter "**Mellow.io**" or "**Mellow** or "**Contractor**") and an individual; or an entrepreneur, accepting the terms and conditions of this public Offer Agreement by means of activation of the "*I have read and agree with the terms of the Offer Agreement*" checkbox (hereinafter the "**Subcontractor**"). Acceptance of the terms of this Offer Agreement by the Subcontractor by means of activation of the "*I have read and agree with the terms of the Agreement*" checkbox below shall mean confirmation of the Subcontractor's free declaration of intent, aimed at complete and unconditional acceptance of the conditions of this Offer Agreement and all other documents referenced herein, and accession to this Offer Agreement subject to conditions set forth below. For the purposes of this Offer Agreement the Subcontractor and Mellow are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

Recitals

WHEREAS the Subcontractor is in the business of performance of certain types of Works and rendering certain types of Services as they are defined in this Offer Agreement;

WHEREAS Mellow wants to engage the Subcontractor from time to time for the purposes of performance of Works and rendering of Services, as well as performance of other actions in accordance with this Offer Agreement for Remuneration, and the Subcontractor agrees to perform Works and render Services under this Offer Agreement on the terms and conditions of this Offer Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Offer Agreement the Parties hereto agree as follows:

Definitions

The Parties hereby unambiguously agree that for the purposes of this Offer Agreement the definitions given below shall have the following meanings:

"**Accounting Period**" means 1 (One) calendar month.

"**Customer**" means a legal entity or an individual entrepreneur that engages the Contractor for the purposes of performance of Works/rendering of Services within the scope of Tasks and Projects.

"**Intellectual Property**" means copyrightable items (works protected by copyright) and related rights of any kind, as well as trade secrets (know-how), creation of which and assignment of intellectual rights (including the exclusive copyright) in and to which by the Subcontractor may be required when performing particular Works. Intellectual Rights means all rights with respect to Intellectual Property, including but not limited to exclusive rights in Intellectual Property, any exclusive rights (including but not limited to related rights, patent rights, rights in means of individualization, topologies of integrated circuits and trade secrets), and rights with respect to confidential information, domain name rights and rights to protection against unfair competition, in each case both currently in effect and which may occur in the future, anywhere in the world, including the right to modify Intellectual Property, the right to disclose Intellectual Property, and all other rights related to Intellectual Property set forth in this Offer Agreement.

"**Mediation Rules**" means a set of rules regulating procedures of amicable/alternative dispute resolution between the Customer, the Contractor and the Subcontractors, available on the Internet at https://mellow.io/documents/mediation-rules.

"**Personal Profile**" means the personalized section of the Mellow Service 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).

"**Project**" means the combination of particular interconnected Tasks for performance/rendering of interconnected Works/Services.

"**Related Documents**" have meaning set out in Clause 12.1. of the Agreement.

"**Remuneration**" means the remuneration of the Subcontractor for performance of Works and/or rendering of Services under this Offer Agreement, and includes (in cases when a Result is created) remuneration of the Subcontractor for both performance of Works on creation of the Result, as well as for assignment to the Mellow in full of all the intellectual rights in and to the Result that contains the Intellectual Property or that is the Intellectual Property.

"**Result**" means the result of performed Works which may contain, inter alia, Intellectual Property, or which by itself may be Intellectual Property.

"**Mellow Billing System**" means the specialized billing system integrated into the Mellow Service, designed for accounting of:

- Tasks and Projects selected by the Subcontractor, within the scope of which the Subcontractor performs Works and/or renders Services, as well as progress of performance of Works and/or rendering of Services within the scope of such selected Projects and Tasks;
- amounts of Remuneration payable to the Subcontractor for performance of Works and/or rendering of Services within the scope of the relevant Tasks, and (if applicable) amounts of remuneration payable to the Subcontractor for the creation of Intellectual Property and assignment of the exclusive right (including the exclusive copyright) to it within the scope of the relevant Tasks;
- options for receiving Remuneration selected by the Subcontractor;
- instances of assignment of intellectual rights in and to Intellectual Property constituting a Result or forming part of a Result.

"**Mellow Mediation**" means a subdivision of the Contractor established for the purposes of disputes administration between the Parties in accordance with Mediation Rules.

"**Mellow Service**" means the interactive service operated by Mellow, available on the Internet via URL https://www.mellow.io.

"**Subcontractor Certificate**" means the electronic report formed by the Billing System at the end of each Accounting Period (Works/Services Acceptance Certificate), available for review and download by the Subcontractor via the Personal Profile in the Mellow Service.

"**Tasks**" mean, collectively, tasks for performance of particular Works and/or rendering of particular Services within the scope of the relevant Projects, which are communicated to the Subcontractor by means of the Personal Profile in the Mellow Service.

"**Works and Services**" collectively mean those types of works and services performance and rendering of which by the Subcontractor within the scope of Tasks/Projects is available by means and with help of the Mellow Service. The list of Works and Services available for performance and rendering is communicated to the Subcontractor by means of the Personal Profile in the Mellow Service.

1. Subject of the Offer Agreement

1.1. By accepting the terms and conditions of this Offer Agreement by means of activation of the "**I have read and agree with the terms of the Offer Agreement**"

checkbox and registration of the Personal Profile within the Mellow Service the Subcontractor undertakes to perform Works and render Services from time to time for Mellow within the scope of Projects and Tasks forming said Projects (including, if it is conditioned by the specific nature of the particular Task, to perform the Works on creation of the Result containing the Intellectual Property or that is Intellectual Property, and to transfer to Mellow all the intellectual rights to the Result in full in the manner provided for in this Offer Agreement), and Mellow agrees to accept the Results of the performed Works and rendered Services and pay the Subcontractor Remuneration for the performed Works and rendered Services on the terms of this Offer Agreement.

1.2. The Subcontractor unambiguously agrees that performance of Works and/or rendering of Services (whichever is applicable) within the scope of each Task is a material obligation of the Subcontractor under this Offer Agreement.

1.3. Prior to commencing performance of Works and/or rendering of Services under the relevant Task the Subcontractor must accept the terms of performance of Works and/or rendering of Services under that Task via the Personal Profile. The Tasks available for selection by the Subcontractor are displayed via the Subcontractor's Personal Profile.

1.4. The Parties agree that at the moment of acceptance of terms of performance of Works and/or rendering of Services within the scope of each Task by means of the Personal Profile the Subcontractor provides his/her willful acceptance with all material terms of performance of Works and/or rendering of Services set forth by the applicable Task. The material terms set forth by Tasks include:

1.4.1. the volume of Works and/or Services to be performed/rendered within the scope of the Task;

1.4.2. timeframes for performing Works and/or rendering Services within the scope of the Task;

1.4.3. the timeframe for transferring to Mellow of the Result of the performed Works;

1.4.4. when applicable, the requirement to assign from the Subcontractor to Mellow the intellectual rights to Intellectual Property from the commencement of performance of the Work under relevant Task;

1.4.5. the amount of Subcontractor's Remuneration payable for performance of Works and/or rendering of Services within the scope of the Task;

1.4.6. other terms that may be set forth by the relevant Task.

1.5. The Parties hereby unambiguously agree that the Subcontractor must select Tasks and perform Works and/or render Services only with respect to those Works and Services that are available for selection via the Personal Profile and fully correspond to Subcontractor's qualification and experience.

1.6. The Parties hereby unambiguously agree that the Subcontractor must perform Works and/or render Services of due quality and only by him/herself. Engagement by the Subcontractor of third parties for the purposes of performing Works and rendering Services is prohibited except for the cases when otherwise is expressly agreed upon between Mellow and the Subcontractor within the scope of the relevant Task or Project.

1.7. The Parties hereby unambiguously agree that the Subcontractor must perform Works and/or render Services strictly within the timeframes set forth with respect to such Works and/or Services by the relevant Task. Unilateral change by the Subcontractor of the timeframes for performance of Works and/or rendering of Services within the scope of the relevant Task is prohibited. Mellow reserves the right to delete the Subcontractor's Personal Profile and deny the Subcontractor repeat registration in the Mellow Service if the Subcontractor repeatedly performs Works and/or renders Services in violation of the timeframes for performance/rendering for more than 1

(One) business day without prior notice to Mellow about the potential delay in performance of Works and/or rendering of Services no later than 3 (Three) business days prior to the date of transfer to Mellow of the Result and/or completion of rendering of Services set forth by the relevant Task.

1.8. Remuneration for performance of Works and/or rendering of Services under this Offer Agreement shall be paid to the Subcontractor in accordance with Section 7 of this Offer Agreement.

2. Acceptance of rendered Services and Results of performed Works

2.1. Upon completion of performance of Works within the scope of the relevant Task the Subcontractor shall transfer to Mellow the Result of the performed Works. Transfer of the Result shall be performed by the Subcontractor by means of uploading the Result over the Internet by means and with help of functionality of Subcontractor's Personal Profile within the Mellow Service. Transfer of Results that are Intellectual Property or containing Intellectual Property shall be performed by the Subcontractor by means and with help of functionality of Subcontractor's Personal Profile within the Mellow Service as well. The Parties agree that the Result of performed Works may, in certain instances, be transferred by the Subcontractor by means of electronic communications (such as e-mail or secure FTP server) without using the Personal Profile or other functionality of the Mellow Service; notwithstanding this, acceptance of the Result transferred by the Subcontractor in this manner shall be performed via Subcontractor's Personal Profile as well.

2.2. Upon transfer of the Result in accordance with clause 2.1 above Mellow shall perform acceptance of the Result, or send to the Subcontractor by means of the Personal Profile a refusal to accept the Result within 15 (Fifteen) calendar days from the date of completion of the Works performance by the Subcontractor and pressing the rollover button "*finish*" in the Personal Profile.

2.3. Upon completion of rendering of Services within the scope of the relevant Task Mellow shall perform acceptance of the Services, or send to the Subcontractor by means of the Personal Profile a refusal to accept the Services within 15 (Fifteen) calendar days from the date of completion of the Services rendering by the Subcontractor and pressing the rollover button "*finish*" in the Personal Profile

2.4. The Subcontractor unambiguously agrees that 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, acceptance of rendered Services and Results of performed Works, or sending refusal to accept them, may be performed directly by such Customers with help of the Mellow Service. At that, 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. At that, Mellow and the Subcontractor expressly agree that the Customers have the right to assert claims with respect to the quality of the performed Works and rendered Services directly to or against the Subcontractor without involvement of Mellow, and that the Subcontractor may assert claims only and exclusively directly to or against such Customers without involvement of Mellow and any of its counterparties with the exception of Customers.

2.5. Acceptance of rendered Services and Results of performed Works by either Mellow or Customers constitutes basis for payment to Subcontractor of Remuneration.

3. Intellectual Property

3.1. If a Task for performance of Works provides for creation by the Subcontractor of Intellectual Property, the Subcontractor must:

3.1.1. prior to commencing performance of Works on creation of Intellectual Property accept the terms of the Task regarding mandatory assignment of intellectual rights in and to Intellectual Property created by the Subcontractor to Mellow. Commencement of performance of Works under the Task that provides for creation of Intellectual Property shall constitute automatic, express agreement of the Subcontractor with this condition and with the fact that, from the moment the Work under such Task commences, all rights to the Intellectual Property created shall belong to Mellow;

3.1.2. if it is not expressly provided for by the relevant Task, including in cases when the Task does not provide for creation of Intellectual Property based on copyrightable items or other intellectual property intellectual rights in or to which are owned by Mellow or third parties (including but not limited to Customers) authorizing Mellow to modify, add to, or otherwise remake such intellectual property, create Intellectual Property without using intellectual property of third parties and without infringement of any third party to any intellectual property. The effect of this clause does not extend to cases where the Subcontractor is the rights holder with respect to the relevant intellectual property that is used by the Subcontractor in creation of Intellectual Property under the Task. The Parties agree that this obligation of the Subcontractor is a material obligation of the Subcontractor under this Offer Agreement;

3.1.3. if it is not expressly provided for by the relevant Task, not use in creation of Intellectual Property any software with open source code or any other intellectual property use of which is allowed based on open licenses, if the terms of such open licenses do not provide for the ability to unrestricted and royalty-free use of such open-source software or other intellectual property as part of Intellectual Property, including in commercial software products, or in commercial activities by any party;

3.1.4. perform assignment of intellectual rights to the Intellectual Property created by the Subcontractor to Mellow from the moment of acceptance of the Task in the Work (implying creation of the Intellectual Property) and then (upon completion of the Work) by means of uploading the Result that is Intellectual Property or the Result that contains Intellectual Property by means of functionality of Subcontractor's Personal Profile within the Mellow Service and in full accordance with this Section 3 of the Offer Agreement.

3.2. At the moment of acceptance of the Task in the Work (from the moment of commencement of the Work to create the Intellectual Property) and then upon uploading the Result over the Internet by means and with help of functionality of Subcontractor's Personal Profile within the Mellow Service the Subcontractor, irrevocably, unconditionally and for the entire term of protection of intellectual rights and without any limitations whatsoever (including any territorial restrictions) fully transfers, conveys and assigns to Mellow (with full title guarantee and free from any liens or encumbrances) all intellectual rights in full, including the exclusive right, in and to Intellectual Property forming part of or constituting the Result (including all of the original designs used to create the Result), and Mellow accepts all such rights in and to Intellectual Property in full. Provisions of this clause extend, inter alia, to cases when the Subcontractor performs Works on creation of Results in the form of Intellectual Property under Customer's Tasks and Projects placed by Mellow in the Mellow Service.

3.3. The Parties unambiguously agree that in cases where Subcontractor uses in creation of Intellectual Property Subcontractor's own intellectual property of any kind, at the moment of transfer to Mellow of the Result forming part of or constituting Intellectual Property which contains the discussed intellectual property of the Subcontractor, the Subcontractor grants to Mellow an unlimited, fully paid for, non-

exclusive license with respect to the world territory to use Subcontractor's intellectual property as part of said Intellectual Property by any means and for any purposes without any limitations whatsoever, including, but not limited to, use by means of remaking. The discussed license is granted by the Subcontractor for the full term of protection of intellectual rights in and to Subcontractor's intellectual property, with the right to transfer the license to third parties (including but not limited to Customers) and the right to grant sublicenses to third parties with the same scope of rights that is granted to Mellow in accordance with this clause of the Offer Agreement.

3.4. The Parties unambiguously agree that Subcontractor's remuneration for assignment of intellectual rights in and to Intellectual Property created by the Subcontractor when performing Works under this Offer Agreement, and, in cases where Subcontractor uses in creation of Intellectual Property own intellectual property or intellectual property of third parties including Customers (in cases where it is allowed and such use is performed by the Subcontractor on a legal basis), the license fee for its use as part of Intellectual Property, are included in Subcontractor's remuneration for performance of Works for creation of Intellectual Property within the scope of the relevant Task, and that, apart from Remuneration provided for under this Offer Agreement Mellow is under no obligation to and will not pay to Subcontractor any additional amounts of remuneration for assignment of intellectual rights in and to Intellectual Property created by the Subcontractor when performing Works under this Offer Agreement, or any additional license fees for use of Subcontractor's intellectual property which may have been used in creation of Intellectual Property.

3.5. The Parties unambiguously agree that in case it is requested by Mellow via the Personal Profile the Subcontractor shall undertake to perform any and all actions and execute and deliver to Mellow any and all documents that may be necessary for the due and full accomplishment of assignment of intellectual rights in and to Intellectual Property created by the Subcontractor to Mellow, and provide any and all other assistance to secure, perfect and enforce all rights of Mellow in and to Intellectual Property as may be requested by Mellow from time to time, and to take or abstain from taking any actions as necessary to ensure the sole and exclusive right of Mellow in and to Intellectual Property created by the Subcontractor.

3.6. The Parties unambiguously agree that as of the assignment of intellectual rights in and to the relevant Result forming part of or constituting Intellectual Property from the moment the Work is commenced for the creation of the Result (and then by means of uploading the relevant Result via the Personal Profile) the Subcontractor retains no rights whatsoever with regard to Intellectual Property, and transfer of the relevant Result to Mellow deprives the Subcontractor of any and all rights in and to Intellectual Property, including the rights to use, dispose, assign, transfer or convey or license or grant any other right of any kind in or to Intellectual Property to any third parties (including but not limited to Customers).

3.7. The Parties unambiguously agree that as of the assignment of intellectual rights in and to the relevant Result forming part of or constituting Intellectual Property by means of uploading the relevant Result via the Personal Profile the Subcontractor shall not, under any circumstances challenge or contest, or cause or assist in any way any third party with challenging or contesting the validity of Intellectual Property and/or Mellow's sole and exclusive right in and to Intellectual Property. Provisions of this clause extend, inter alia, to cases where Mellow assigns intellectual rights in and to Intellectual Property to third parties (including but not limited to Customers).

3.8. The Parties unambiguously agree that as of the assignment of intellectual rights in and to the relevant Result forming part of or constituting Intellectual Property by means of uploading the relevant Result via the Personal Profile the Subcontractor undertakes not to, under any circumstances, perform or authorize the performance of any acts that may inflict any damage on, put in danger or otherwise imperil any of intellectual rights of Mellow with respect to Intellectual Property that are assigned to Mellow in accordance with this Section 3 of the Offer Agreement, as well as any such acts that may pose a threat to Mellow's rights in respect of the Intellectual Property. Provisions of this clause extend, inter alia, to cases where Mellow assigns

intellectual rights in and to Intellectual Property to third parties (including but not limited to Customer).

3.9. The Subcontractor shall be solely and fully responsible for use of copyrightable items, objects of patent rights, trade secret (know-how) and any other objects of intellectual property, owned by third parties in the Results of the performed Works, and in case if any claim is raised by a third party to such Work Results, the Subcontractor undertakes to rectify all such claims by itself and at its own expense and secure at its own expense the usage of such Results.

4. Subcontractor's Warranties and Consents. Indemnification

4.1. By accepting the terms of this Offer Agreement the Subcontractor represents and warrants that:

4.1.1. the Subcontractor shall at all times perform Works and render Services in a timely manner and of due quality, and in cases where the Subcontractor engages third parties, that such third parties shall perform Works and render Services in a timely manner and of due quality;

4.1.2. the Subcontractor shall, and third parties engaged by the Subcontractor shall, be the only and sole author(s) of any and all Intellectual Property created by the Subcontractor (and, if applicable, third parties engaged by the Subcontractor) within the scope of Tasks and Projects under this Offer Agreement;

4.1.3. Intellectual Property created by the Subcontractor and assigned to Mellow under this Offer Agreement, intellectual rights in and to the Intellectual Property or use or disposal of Intellectual Property either by Mellow or by any third parties will not infringe upon any third-party patent, copyright, trade secret (know-how) and other intellectual property rights, or any other proprietary rights, whether contractual or statutory, and that Intellectual Property created by the Subcontractor shall not under any circumstances include any copyrighted works, trade secrets (know-how) or other confidential information or any intellectual property of any kind misappropriated by the Subcontractor;

4.1.4. use of Intellectual Property, its ownership and disposal, after assignment of Intellectual Property to Mellow, by either Mellow or any third party shall not require any license, authorization or consent from, or payment of any royalty or any other moneys to, any third party;

4.1.5. Intellectual Property created by the Subcontractor and assigned to Mellow under this Offer Agreement shall not contain or utilize any trade secrets (know-how) or confidential information, or intellectual property owned by third parties in the absence of a valid license agreement authorizing the Subcontractor to use particular trade secrets (know-how), or confidential information of, or intellectual property owned by, third parties for the purposes of creating Intellectual Property under this Agreement;

4.1.6. if Intellectual Property created by the Subcontractor and assigned to Mellow under this Offer Agreement contains or utilizes any code, module or program that may be classified, or are recognized, as open source software, such integrated items shall be used within Intellectual Property based on licenses allowing use of such items in any commercial software program or database, as well as in commercial activities;

4.1.7. at the moment of the assignment of intellectual rights to each Intellectual Property item created by the Subcontractor under this Offer Agreement there will not be any infringements or threats of infringement of any rights to said Intellectual Property;

4.1.8. Since the commencement of the Works on the creation of the Intellectual Property (that is, from the moment of assignment of intellectual rights to Mellow) and after assignment of intellectual rights to the relevant Intellectual Property to Mellow the Subcontractor shall not enter into any transactions for the assignment of intellectual rights in and to Intellectual Property with any party other than Mellow, and shall not enter into any transactions for the licensing or otherwise permitting the use or exploitation of Intellectual Property or any other transactions which may prevent or otherwise inhibit Mellow ownership or enjoyment of intellectual rights, use, exploitation and/or transfer and/or assignment by Mellow of the exclusive right in and to Intellectual Property and/or any of the elements or derivatives thereof;

4.1.9. the Subcontractor shall rectify all claims of any third party relating to the quality, completeness or other characteristics of the Results created by the Subcontractor in the process of performance of Works, as well as Services rendered under this Offer Agreement, independently and at the Subcontractor's cost. At that, the Parties agree that this warranty and obligation of the Subcontractor constitute a material term for the Subcontractor under this Offer Agreement, and that the discussed warranty extends to claims of any third party with respect to any Result that is the Intellectual Property or contains the Intellectual Property, including claims relating to potential infringement by Intellectual Property or its use by Mellow or third parties of intellectual rights of third parties;

4.1.10. in case the Works are performed and Services are rendered under Tasks sent to Mellow by Customers, not enter into direct contractual or any other relations with Customers, with the exception of cases of claims of Customers addressed to the Subcontractor with respect to the quality of Works and/or Services;

4.1.11. this Offer Agreement is a legal and valid obligation binding upon the Subcontractor and enforceable in accordance with its terms. Execution of this Offer Agreement by the Subcontractor by means of acceptance of the terms of this Offer Agreement and its performance do not conflict with any agreement, instrument or understanding, oral or written, to which the Subcontractor is a party or by which the Subcontractor may be bound, including, without limitation, any non-competition or exclusivity agreement or undertaking, nor violate any material law or regulation of any court, governmental body or other agency having jurisdiction over the Subcontractor, known to the Subcontractor at the moment of acceptance of the terms of this Offer Agreement and registration of the Personal Profile in the Mellow Service.

4.2. By accepting the terms of this Offer Agreement the Subcontractor grants to Mellow the permission to disclose and make public and to use and to allow others to use the Intellectual Property created by the Subcontractor when performing Works within the scope of Tasks under this Offer Agreement or any parts or elements thereof with or without indication of the Subcontractor's name as the author of Intellectual Property or anonymously at sole discretion of Mellow as the party to which the Subcontractor assigns intellectual rights in and to Intellectual Property. The Subcontractor hereby warrants that the Subcontractor will not, under any circumstances, object to anonymous use of Intellectual Property by Mellow or any third party, or use of Intellectual Property with designating Mellow or any third party as the owner of the exclusive right in and to the Intellectual Property. The Subcontractor expressly agrees that the Remuneration constitutes due remuneration required under applicable law for the creation, use and assignment of all rights (including the exclusive right) in and to Intellectual Property in full to Mellow, and that Mellow is not obligated to pay to the Subcontractor any additional amounts of remuneration for Intellectual Property, now or in future. The Subcontractor hereby grants the Subcontractor's express consent to any modification, revision or reduction or any other alterations to Intellectual Property both by Mellow and any third party, and represents and warrants that any such alteration shall not be deemed an infringement of the Subcontractor's moral right of integrity with respect to Intellectual Property.

The Subcontractor also warrants that if Mellow assigns intellectual rights to the Intellectual Property in full to a third party all of Subcontractor's consents, agreements and warranties set forth in this clause 4.2 shall extend to use of the Intellectual Property by that third party.

4.3. The Subcontractor hereby agrees to fully indemnify (or reimburse in full) and hold Mellow and/or any of Mellow's affiliates, owners, directors, officers and employees harmless (or compensate in full) from and against all damages (including loss of profit and other consequential losses) caused by or in connection with claims, demands, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), which Mellow and/or any of its affiliates, owners, directors, officers and employees will suffer, incur or pay out, or which will be asserted against Mellow and/or any of its affiliates, owners, directors, officers and employees in whole or in part, caused by, or arising in connection with:

4.3.1. any breach by the Subcontractor of any warranties and/or representations provided by the Subcontractor under this Offer Agreement;

4.3.2. the relationship between the Subcontractor and any of its affiliates;

4.3.3. any misappropriation of any intellectual property of third parties, any use of such intellectual property for creation of Intellectual Property under this Offer Agreement, or infringement or other violation of any intellectual property rights or other rights or interests of any person or entity arising out of, or in connection with, the creation by the Subcontractor of Intellectual Property and/or any parts of elements thereof; or

4.3.4. any breach by the Subcontractor of any of Subcontractor's obligations under this Offer Agreement.

4.4. The Subcontractor hereby agrees and warrants that if the Subcontractor uses in creation of Intellectual Property intellectual property of third parties, the Subcontractor has received from all such third parties express consents to use the relevant intellectual property for the purposes of creating Intellectual Property and subsequent use of said third-party intellectual property as part of Intellectual Property. These warranty and obligation of the Subcontractor are material obligations of the Subcontractor under this Offer Agreement.

4.5. The Subcontractor hereby expressly agrees and warrants that the Subcontractor shall rectify any and all disputes relating to Intellectual Property created by the Subcontractor when performing Works under this Offer Agreement independently and at Subcontractor's sole expense. Additionally, the Subcontractor agrees to compensate to Mellow any and all damages relating to Intellectual Property created by the Subcontractor in cases of claims against Mellow brought by third parties with respect to ownership, use or disposal of Intellectual Property and/or intellectual rights in and to said Intellectual Property. These warranty and obligation of the Subcontractor are material obligations of the Subcontractor under this Offer Agreement.

4.6. In case of discovery by Mellow or third parties of infringement by Subcontractor of intellectual rights of any parties to intellectual property or use of intellectual property of third parties in creation of Intellectual Property without the express consent of said third parties Mellow reserves the right to terminate Subcontractor's Personal Profile without the possibility of repeat registration in the Mellow Service.

4.7. The Subcontractor hereby expressly agrees and warrants confidentiality with respect to all information (documents) received by the Subcontractor as part of the fulfillment of obligations under this Offer Agreement. Information (documents) transferred to the Subcontractor for performance of Works/ rendering of Services contains confidential information contain information of a confidential nature, which possesses substantial commercial value for the owners of this information and documents due to its obscurity to other parties ("Confidential Information"). Confidential Information may relate to both Mellow, the Customer, and other third parties related to the setting of a particular Task. Information transferred to the Subcontractor for the performance of the Task is considered Confidential Information whether or not marked as "confidential" and which may be in written, oral or electronic form, disclosed or otherwise made available to the Subcontractor in the process of performance of Works/rendering of Services by the Subcontractor under the Offer Agreement, regardless of the form or manner of disclosure. For the purposes of identifying Confidential Information, the Parties acknowledge that the following information shall not be treated as Confidential Information: (i) information which at the time of its delivery to the Subcontractor was already in the public domain; (ii) information which was lawfully in the Subcontractor 's possession prior to its delivery to the Subcontractor.

4.8. The Subcontractor undertakes to ensure that any and all documents, provided to the Contractor, containing the Confidential Information or any portions thereof are kept secret, and shall not disclose any Confidential Information to any third party whatsoever. The transfer of or provision of access to documents containing Confidential Information hereunder shall not mean or imply a grant to the Subcontractor of any rights with respect to the Confidential Information. To protect the Confidential Information, the Subcontractor shall take all reasonable measures customarily used for the safeguarding of such information in business practices, including, inter alia, restriction of access to the Confidential Information by third parties and keeping any and all documents containing the Confidential Information in secret at all times.

4.9. The Subcontractor agrees to promptly inform Mellow about any unauthorized use of the Confidential Information by third parties, and to fully cooperate with Mellow to restore Mellow’s rights to the Confidential Information and to prevent its further unauthorized use. If the Subcontractor becomes aware that it may be required by law, regulation, order of a court of competent jurisdiction to disclose any Confidential Information, the Subcontractor will immediately notify Mellow in writing of that fact, all relevant circumstances and the information being disclosed. If the Subcontractor is not permitted to notify the Mellow before such disclosure is made it will notify Mellow immediately after the disclosure has been made. The Subcontractor shall consult with Mellow as to how to avoid or limit disclosure and shall obtain any assurances which may be available as to confidentiality of the Confidential Information being disclosed from the body to whom the Confidential Information must be disclosed. Mellow (as well as the Customer, third party, information owner, if applicable) may, at its sole discretion, to withdraw certain documents containing the Confidential Information, and require that the Subcontractor ceases to use the Confidential Information. In this case the Subcontractor within 5 (Five) business days as of receipt of the relevant request shall return or destroy or erase respective documents containing the Confidential Information.

4.10. The Subcontractor shall be liable for the non-performance or undue performance of the confidentiality terms as prescribed by the applicable legislation and shall fully compensate Mellow (the Customer, other information owner, if applicable) for any and all losses incurred through the fault of the Subcontractor in connection with its violation of the confidentiality terms regulated in Clauses 4.7-4.10 of this Offer Agreement.

4.11. The confidentiality provisions specified in Clauses 4.7-4.10 of this Offer Agreement are valid from the moment the Subcontractor accepts this Offer Agreement and until the termination of the Offer Agreement for any reason, as well as for 5 (Five) consecutive years from the date of termination of the Offer Agreement.

5. Use of the Mellow Service by the Subcontractor

5.1. The Parties hereby agree that the Subcontractor may use the Mellow Service for the following purposes:

5.1.1. registering Subcontractor's Personal Profile;

5.1.2. accepting the terms of Tasks;

5.1.3. uploading Results for the purposes of acceptance;

5.1.4. selecting the option for receipt of Remuneration;

5.1.5. interaction with Mellow or parties interested in performance of Works and/or rendering of Services within the scope of the relevant Task by means of the Personal Profile's functionality;

5.1.6. assignment of intellectual rights to the Intellectual Property created by the Subcontractor to Mellow.

5.2. Any use of the Mellow Service by the Subcontractor not expressly discussed in this Section 5 and/or expressly authorized by the Related Documents as they are defined in Section 12 hereof is expressly prohibited.

5.3. The Subcontractor is prohibited to interfere in any way with the functioning of the Mellow Service. Violation of this clause 5.3 shall be deemed a breach by the Subcontractor of the material terms of this Offer Agreement.

6. The Parties' rights and obligations

6.1. Mellow must:

6.1.1. furnish the Subcontractor with the ability to register the Personal Profile in the Mellow Service;

6.1.2. notify the Subcontractor by means of the Personal Profile of Tasks corresponding to experience and qualification of the Subcontractor;

6.1.3. no later than 15 (Fifteen) business days as of the end of the relevant Accounting Period send to the Subcontractor the Subcontractor's Certificate in electronic form by means of Subcontractor's Personal Profile in the Mellow Service;

6.1.4. accept the Results of Works performed by the Subcontractor and Services rendered by the Subcontractor;

6.1.5. pay to the Subcontractor the Remuneration for performed Works and rendered Services.

6.2. Mellow may:

6.2.1. demand from the Subcontractor timely, adequate, satisfactory and high-quality performance of Works and rendering of Services within the scope of Tasks;

6.2.2. unilaterally and extrajudicially terminate this Offer Agreement by providing to Subcontractor the termination notification via Subcontractor's Personal Profile within the Mellow Service no less than 30 (Thirty) calendar days prior to the projected Offer Agreement termination date.

6.3. The Subcontractor must:

6.3.1. perform Works and render Services in a timely manner, duly, adequately and of high quality;

6.3.2. transfer to Mellow the Results under the procedure set forth in Section 2 of this Offer Agreement;

6.3.3. comply with the requirements set forth in Section 3 of this Offer Agreement with respect to Intellectual Property created by the Subcontractor;

6.3.4. comply with the requirements set forth in Sections 4, 5 of this Offer Agreement with respect to use of the Mellow Service;

6.3.5. comply with the requirements set forth by the Related Documents as they are defined in Section 12 of this Offer Agreement, as well as terms and conditions of such Related Documents

6.4. The Subcontractor may:

6.4.1. unilaterally and extrajudicially terminate this Offer Agreement by providing to Mellow the termination notification via Subcontractor's Personal Profile within the Mellow Service no less than 30 (Thirty) calendar days prior to the projected Offer Agreement termination.

7. Subcontractor's Remuneration. Options for receiving the Remuneration. Payments currency

7.1. The amount and currency of Subcontractor's Remuneration for performance of Works and/or rendering of Services within the scope of the relevant Task shall be indicated to the Subcontractor by means of the Personal Profile. The Subcontractor must agree with the amount and currency of Remuneration prior to commencing performance of Works and/or rendering of Services.

7.2. The Subcontractor may choose between several options for receiving Remuneration. All options for receiving Remuneration available to the Subcontractor are displayed in the Personal Profile.

7.3. The Subcontractor has the right to receive the Remuneration for performed Works and/or rendered Services under the relevant Task to the means of payment owned by the Subcontractor. At that, the Subcontractor shall be solely and fully responsible for completeness and accuracy of details of the means of payment stated by the Subcontractor. The Parties hereby agree and acknowledge that the Contractor shall not bear responsibility for incorrectly stated by the Subcontractor details of the means of payment, including, but not limited to, the cases when such inaccuracy of the details specified by the Subcontractor will lead to payment of the Remuneration by the Contractor to a wrong receiver. The Remuneration shall be transferred to the Subcontractor within 6 (Six) business days from the moment when the Subcontractor presses the *"withdraw"* button in its Personal Profile.

7.4. The Parties hereby expressly agree that payment of the Remuneration to the Subcontractor will be performed in accordance with the Terms of Use of the Mellow Service (as they are defined in the Section 12 of this Offer Agreement).

7.5. The Subcontractor agrees that the Subcontractor must independently pay all taxes and collections applicable to amounts of Remuneration, and that Mellow is not the Subcontractor's tax agent under this Offer Agreement or otherwise.

7.6. The Subcontractor independently carries the risks relating to the option for receiving Remuneration selected by the Subcontractor, such as commissions (fees) of payment systems, bank commissions and other payments and commissions withheld by banks, payment systems and other payment services providers of any kind.

8. Subcontractor's Certificates

8.1. Subcontractor's Certificates in the form of excerpts from the Billing System shall be provided to the Subcontractor only in electronic form by means of the Personal Profile. Subcontractor's Certificates shall list all Works and Services performed and/or rendered

by the Subcontractor within the Accounting Period, as well as amounts of Remuneration paid to the Subcontractor for the Accounting Period.

9. Force majeure events

9.1. The Parties are hereby relieved from liability for non-fulfillment or inadequate fulfillment of their contractual duties under this Offer Agreement in cases of force majeure circumstances which directly or indirectly prevent performance of this Offer Agreement, that is, such circumstances which are independent from will of the Parties, could not be foreseen at the moment of acceptance by the Subcontractor of the Agreement and that cannot be rectified by reasonable measures once they arise.

9.2. The circumstances discussed in clause 9.1 of this Offer Agreement shall include war and military operations, wrongful acts of third parties, uprisings, epidemic outbreaks, earthquakes, floods and other natural disasters, and enactment by government bodies of acts directly influencing the scope of this Offer Agreement and the ability to perform this Offer Agreement by any Party.

9.3. The Party suffering the force majeure circumstances must immediately notify the other Party in writing of the arising, type and possible duration of the relevant circumstances. If such Party fails to notify the other Party about the arising of the force majeure circumstances that Party loses the right to refer to such circumstances.

9.4. Arising of the circumstances discussed in this Section 9 of the Offer Agreement, considering fulfillment of the requirements of clause 9.3 of this Agreement shall extend the term of performance of contractual obligations under the Offer Agreement by the Party suffering the force majeure circumstances for the period equaling the term of the circumstances that arose plus reasonable term for due performance of contractual obligations by the relevant Party.

9.5. If the circumstances discussed in this Section last for more than 2 (Two) months, the Parties shall collectively define their future relationship under this Offer Agreement.

10. Term, effect and termination of the Offer Agreement

10.1. This Offer Agreement is effective as of the moment of acceptance by the Subcontractor of the terms and conditions of this public Offer Agreement by means of activation of the "*I have read and agree with the terms of the Offer Agreement*" checkbox and is effective until its termination by either Party or both Parties in accordance with this Offer Agreement.

10.2. Each Party has the right to unilaterally and extrajudicially terminate this Offer Agreement by sending a notification to the other Party by means and with help of Subcontractor's Personal Profile in the Mellow Service no later than 30 (Thirty) calendar days before the projected date of the Offer Agreement's termination by the terminating Party.

10.3. Upon termination of this Offer Agreement for any reason and by any Party hereto Mellow shall pay the Subcontractor all unpaid amounts of Subcontractor's Remuneration for the performed Works and/or rendered Services within 30 (Thirty) business days as of the date of termination of the Offer Agreement.

11. Applicable law. Dispute resolution

11.1. This Offer Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus.

11.2. The Parties shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of performance of this Offer Agreement by negotiations between the Parties.

11.3. Upon receipt of a claim from the other Party the Party receiving the claim shall review the claim and provide to the other Party suggestions concerning rectification of the claim and timeframe for rectification via the Personal Profile or e-mail in 14 (Fourteen) calendar days as of receipt of the claim.

11.4. If the Parties fail to reach an agreement, all unsettled disputes in connection to this Agreement (including any question regarding its existence, validity or termination) shall be referred to settlement under the Mediation Rules of Mellow Mediation.

11.5. Place of mediation proceedings: long distance via the Internet by means specified in the Mediation Rules of Mellow Mediation.

11.6. Applicable language of mediation proceedings shall be English. All expenses for services of a mediator under performance of mediation proceedings shall be borne by a submitting party. In case of successful settlement of mediation proceedings 50% (Fifty percent) of the total expenses for payment of mediation services shall be reimbursed by the defendant party to the submitting party.

11.7. If the dispute has not been settled pursuant to the said Mediation Rules of Mellow Mediation within 90 (Ninety) calendar days following the filing of a request for mediation or within such other period as the Parties may agree in writing, upon expiry of specified term all unsettled disputes, controversies or claims arising out of or in connection with this Offer Agreement, or the breach, termination or invalidity thereof, shall be referred to the Dubai International Arbitration Centre (DIAC) and finally resolved by arbitration under the DIAC Arbitration Rules in force on the date of the submission of the request for arbitration ("the Rules"), which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators, to be appointed in accordance with the Rules, shall be agreed between the Parties. The legal seat of the arbitration shall be Dubai, UAE and the language of the arbitration shall be English.

11.8. In cases where Customers whose Tasks and Projects are placed by Mellow make claims to the Subcontractor with respect to the quality of Works and/or Services, the Subcontractor must resolve any and all such claims of Customers at his/her own expense and exclusively by himself/herself without involvement of Mellow and any of its counterparties with the exception of Customers, and this condition is a material obligation of the Subcontractor under this Offer Agreement.

12. Legal documents relating to the Offer Agreement. Terms priority

12.1. Before accepting the terms of this Offer Agreement and registration of the Personal Profile in the Mellow Service the Subcontractor must accept the terms of the following documents related to this Offer Agreement which regulate other matters pertaining to use of the Mellow Service and included in this Offer Agreement by reference in this Section 12 (collectively, the "**Related Documents**"):

12.1.1. Terms of Use of the Mellow Service, available at: https://mellow.io/documents/terms-of-use;

12.1.2. Mellow Service Privacy Policy, available at: https://mellow.io/documents/privacy-policy.

12.2. By accepting the terms of this Offer Agreement and registering the Personal Profile in the Mellow Service the Subcontractor confirms that the Subcontractor agrees to be legally bound by the terms of, inter alia, Related Documents.

12.3. The Subcontractor expressly agrees that the Related Documents may establish other liability for violation of their terms, including provisions on confidentiality of information constituting trade secret of Mellow, and undertakes to conform to the terms of such Related Documents for the full term of effect of this Offer Agreement.

13. General

13.1. Mellow reserves the right to unilaterally change the terms of this Offer Agreement at any time. The Subcontractor will be notified of such changes via Subcontractor's Personal Profile in the Mellow Service in 3 (Three) business days as of introduction of such changes to the Offer Agreement. If the Subcontractor continues to accept the terms of Tasks and continues to perform Works and/or render Services after introduction of changes to this Offer Agreement it shall be deemed that the Subcontractor has accepted the terms of the most recent version of this Offer Agreement. If the Subcontractor does not agree with changes introduced to the Offer Agreement the Subcontractor may terminate this Offer Agreement by sending to Mellow the request to terminate the Offer Agreement and Personal Profile in the Mellow Service.

13.2. The Parties agree that Tasks containing Mellow's instructions to the Subcontractor and Subcontractor's acknowledgement thereof by acceptance of terms of Tasks by means of the Personal Profile in the Mellow Service shall constitute messages sent in due written form and having evidentiary effect.

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

This Offer Agreement represents the full agreement between the Subcontractor and Mellow with respect to its subject matter.

14. Contact Information

14.1. Comments or questions regarding this Offer Agreement 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