Subcontractor Agreement (Offer) on Termination of the Subcontractor Offer Agreement on Performance of Works and Rendering of Services

This Subcontractor Agreement (Offer) on Termination of the Subcontractor Offer Agreement on Performance of Works and Rendering of Services (hereinafter the "**Termination 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 the "**Contractor**" or "**Mellow.oi**" or "**Mellow**"), and a subcontractor as defined in the Subcontractor Offer Agreement on Performance of Works and Rendering of Services previously concluded between the Subcontractor and Mellow (hereinafter the "**Offer Agreement**"), being simultaneously the person who has initiated the procedure for deleting his/her Personal Profile in the Mellow Service (the "**Personal Profile**" is used in the meaning defined in the Offer Agreement) and is accepting the terms and conditions of this public Termination Agreement by means of activation of the "*I have read and agree with the terms of the Termination Agreement"* checkbox (hereinafter the "**Subcontractor**"). Acceptance of the terms of this Termination Agreement by activating the checkbox "*I have read and agree with the terms of the Termination Agreement*" below means confirmation of the free will of the Subcontractor aimed at the full and unconditional acceptance of the terms of this Termination Agreement governing the termination of the Offer Agreement and accession to this public Termination Agreement on the terms and conditions below. For the purposes of this Termination Agreement, the Subcontractor and the Contractor (Mellow) are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

RECITALS

WHEREAS this Termination Agreement is an integral part of the Offer Agreement;

WHEREAS the deletion of the Subcontractor's Personal Profile in the Mellow Service is an irreversible action that terminates the Subcontractor's access to the Personal Profile, the contents and functionality of the Personal Profile, and to other functionality of the Mellow Service;

WHEREAS the Subcontractor, by means of the Personal Profile in the Mellow Service, has initiated the procedure for deleting his/her Subcontractor's Personal Profile in the Mellow Service and thus wishes to terminate the Offer Agreement;

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

1. SUBJECT OF THE TERMINATION AGREEMENT

1.1. By accepting the terms and conditions of this Termination Agreement by means of activation of the "**I have read and agree with the terms of the Termination Agreement**" checkbox, the Subcontractor terminates the Offer Agreement and terminates all obligations of Mellow arising from the Offer Agreement.

1.2. The Parties expressly agree that the obligations under the Offer Agreement are terminated and no longer in effect from the moment this Termination Agreement enters into force, except for the obligations provided for in clause 4.11 of the Offer Agreement and other provisions of the Offer Agreement if this is expressly stated in the Offer Agreement or the Related Documents.

1.3. The Parties unconditionally agree that Mellow has fully fulfilled its obligations under the Offer Agreement, including but not limited to the payment of Remuneration to the Subcontractor under the Offer Agreement.

1.4. The Subcontractor unconditionally agrees that before deletion of his/her Personal Profile in the Mellow Service, the Subcontractor independently, through this Personal Profile, must withdraw to the

Subcontractor's payment means all the amounts of the Remuneration available on the balance of the Subcontractor's Personal Profile.

1.5. The Parties expressly agree that in the event that the Subcontractor initiated the procedure for deleting the Personal Profile and had not withdrawn all amounts of the Remuneration through the Personal Profile, from the date of entry into force of this Termination Agreement, these funds of the Subcontractor are stored by the Contractor for three years. After the expiration of the specified three-year period (or other period, if this is expressly provided by applicable laws), these funds shall be debited to the Contractor's account and shall not be returned to the Subcontractor.

1.6. The Subcontractor expressly agrees that the Subcontractor has no financial and/or other claims against Mellow. From the date of entry into force of this Termination Agreement, the Subcontractor shall not have the right and will not make claims of any kind against Mellow, including, but not limited to, the functionality of the Mellow Service, property claims in relation to Works performed and / or Services rendered and Remuneration under the Offer Agreement.

1.7. The Subcontractor expressly agrees that before deleting his/her Personal Profile in the Mellow Service, the Subcontractor independently saved all the documents and information the Subcontractor needs from his/her Personal Profile, and after the deletion of the Subcontractor's Personal Profile, the Contractor is not obliged to provide the Subcontractor with any documents, comments or information related to this Personal Profile in the Mellow Service or the Offer Agreement.

2. VALIDITY OF THE TERMINATION AGREEMENT

2.1. This Termination Agreement will enter into force from the moment the Subcontractor accepts the terms of this Termination Agreement by activating the checkbox "I have read and agree with the terms of the Termination Agreement" and extends its effect to the relations of the Parties prior to signing this Termination Agreement.

3. GENERAL

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

3.2. The words and terms used in this Termination Agreement have the same meanings as they are given in the Offer Agreement.

3.3. This Termination Agreement represents the entire agreement between the Subcontractor and Mellow with respect to its subject matter.

3.4. This Termination Agreement is made in English language.

4. CONTACT INFORMATION

4.1. Comments or questions regarding this Termination 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