

Subcontractor Agreement on Performance of Works and Rendering of Services №***
from *******

This Subcontractor Agreement on Performance of Works and Rendering of Services (hereinafter the "Agreement") is entered into by and between

FRWD Limited, a company duly registered and operating under the laws of Hong Kong (Special Administrative Region of the People's Republic of China), under business registration number 74403551, registered at: Unit B, 11/F Wah Kit Commercial Building, 302 Des Voeux Road Central, Sheung Wan, Hong Kong, represented by its Director Ms. Alina Toursidou (hereinafter "Contractor") and

***** *****, TIN: ***** , acting as \${taxationStatusTitleEn}, accepting the terms and conditions of this Agreement by means of activation of the relevant checkbox located below to/on the same webpage with the text (or a link to the text) of this Agreement (hereinafter the "Subcontractor").

Acceptance of the terms of this Agreement by the Subcontractor by means of activation of the relevant checkbox below shall mean confirmation of the Subcontractor's free declaration of intent, aimed at complete and unconditional acceptance of the conditions of this Agreement and all other documents referenced herein, and accession to this Agreement subject to conditions set forth below.

For the purposes of this Agreement the Subcontractor and Contractor 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 Services as they are defined in this Agreement;

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

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

Terms and Definitions

The Parties hereby unambiguously agree that for the purposes of this 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 and Services within the scope of Tasks and Projects.

"Electronic Signature": The login (username) and password (access code) created by the Subcontractor during the registration process for the Subcontractor's Personal Profile in the Mellow Service.

"Intellectual Property" means any and all inventions, ideas, discoveries, developments, writings, designs, drawings, improvements, innovations (whether or not patentable or capable of registration) and works including but not limited to Results in which copyright and/or unregistered design right will subsist, as well as improvements and other modifications of the above-mentioned results of intellectual activity, which are or may be created and developed by the Subcontractor under this Agreement.

"Intellectual Property Rights" means all intellectual and industrial property rights, title and interest (including the exclusive right and the right to apply for and obtain patent and any other available protection) in all and any part of the world, including, without limitation, any invention, patent, utility model rights, copyright, trademarks, trade names, trade secrets, know-how, internet domain names,

design rights, designs, service marks, database rights, topography rights and any other rights of a similar nature whether or not any of the same are capable of protection by registration, and the right to apply for any of them in relation to Intellectual Property.

"Contractor's Materials" means any materials provided by the Contractor for the purposes of performance of Works and Services hereunder, including but not limited to copyrighted works the exclusive copyright in and to which is owned by the Contractor and other Intellectual Property of the Contractor.

"Personal Profile" means the personalized section of the Mellow Service closed for public access. Personal Profile is accessed by using the Electronic Signature.

"Project" means the combination of interconnected Tasks for performance of interconnected Works and Services.

"Related Documents" have meaning set out in Clause 13.1. of the Agreement.

"Remuneration" means the remuneration of the Subcontractor for performance of Works and Services under this Agreement, which includes (in cases when a Result is created) remuneration of the Subcontractor for both performance of Works and Services on creation of the Result, as well as for assignment to Contractor in full of all the Intellectual Property Rights in and to the Result.

"Result" means the deliverable of performed Works and Services which may contain materials (including products, inventions, research, software, formulae, databases, instructions, manuals, brochures, designs, documents, models, drawings and reports) or other copyrightable materials, such as software code (including software code itself, comments to source code of computer software and other data directly relating to software code, its implementation procedures and computer software logics), illustrations, scientific, and literary works, artistic works, audiovisual works, video recordings, graphs, logos, charts, photographs, graphic works, developed, written, prepared, devised or discovered by the Subcontractor, either alone or with others, including through the engagement of the Subcontractor, during the course of performing Works and Services under this Agreement.

"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 Services, as well as progress of performance of Works and Services within the scope of such selected Projects and Tasks;
- amounts of Remuneration payable to the Subcontractor for performance of Works and 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 Property Rights in and to Intellectual Property constituting a Result or forming part of a Result.

"Mellow Service" means the interactive service available on the Internet via URL <https://www.mellow.io> or the Mellow.io mobile app.

"Works/Services Acceptance Certificate" The electronic report generated by the Mellow Billing System at the end of each Accounting Period, listing all Works and Services performed by the Subcontractor within the Accounting Period, as well as the amounts of Remuneration paid. This report is

available for review and download by the Subcontractor exclusively in electronic form via the Personal Profile in the Mellow Service.

"**Tasks**" means, collectively, tasks for performance of particular Works and 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**" means, collectively, works and services that the Contractor may order from the Subcontractor under this Agreement. The list of Works and Services available for performance is communicated to the Subcontractor by means of the Personal Profile in the Mellow Service.

Where the context of this Agreement requires, singular terms shall be considered plural, and plural terms shall be considered singular.

1. Subject Matter of the Agreement

1.1. By accepting the terms and conditions of this Agreement by means of activation of the relevant checkbox located below to/on the same webpage with the text (or a link to the text) of this Agreement and registration of the Personal Profile within the Mellow Service the Subcontractor undertakes to perform Works and Services from time to time for the Contractor 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 Works on creation of the Result containing the Intellectual Property or that is Intellectual Property, and to transfer to the Contractor all the Intellectual Property Rights to the Result in full in the manner provided for in this Agreement), and the Contractor agrees to accept the Results and pay the Subcontractor Remuneration for the performed Works and Services on the terms of this Agreement.

1.2. The Subcontractor unambiguously agrees that performance of Works and Services within the scope of each Task is a material obligation of the Subcontractor under this Agreement.

1.3. Prior to commencing performance of Works and Services under the relevant Task the Subcontractor must accept the terms of performance of Works and 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. Prior to commencing performance of Works and Services under the Agreement the Subcontractor shall state his tax status in the Personal Profile. In case if the Subcontractor does not state his/her tax status as of the beginning of Works and Services performance under this Agreement, then the Subcontractor's Personal Profile will be automatically blocked by the Contractor without prior notification of the Subcontractor upon reaching the limits specified in the Mellow Service for the total Remuneration amount paid to the payment means within a calendar year. As the result of such Personal Profile blocking the Subcontractor will not be able to receive new Tasks, complete received Tasks, use monetary funds in accordance with Section 7 of this Agreement until the Subcontractor states his tax status in the Personal Profile or beginning of the next calendar year.

1.5. The Parties agree that at the moment of acceptance of terms of performance of Works and 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 Services set forth by the applicable Task. The material terms set forth by Tasks include:

- 1.5.1. the volume of Works and Services to be performed within the scope of the Task;
- 1.5.2. timeframes for performing Works and Services within the scope of the Task;
- 1.5.3. the timeframe for transferring to the Contractor of the Result;
- 1.5.4. when applicable, the requirement to assign from the Subcontractor to the Contractor the Intellectual Property Rights to Intellectual Property from the commencement of performance of the Work under relevant Task;

- 1.5.5. the amount of Subcontractor's Remuneration payable for performance of Works and Services within the scope of the Task;
 - 1.5.6. other terms that may be set forth by the relevant Task.
- 1.6. The Parties hereby unambiguously agree that the Subcontractor must select Tasks and perform Works and 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. The Subcontractor shall comply with all applicable regulations and professional standards relevant to the performance of Works and Services and shall possess all necessary licenses, permits, and authorizations required by the applicable regulations of the relevant jurisdiction to perform Works and Services under this Agreement. The Subcontractor shall provide copies of such licenses, permits, and authorizations to the Contractor within 1 (One) business day upon request of the Contractor, prior to commencing the performance of any Works and Services, and at any time during the term of this Agreement.
- 1.7. The Subcontractor must perform Works and Services of due quality and only by himself/herself. Engagement by the Subcontractor of third parties for the purposes of performing Works and Services is prohibited except for the cases when otherwise is expressly agreed upon between the Contractor and the Subcontractor within the scope of the relevant Task or Project.
- 1.8. The Subcontractor must perform Works and Services strictly within the timeframes set forth with respect to such Works and Services by the relevant Task. Unilateral change by the Subcontractor of the timeframes for performance of Works and Services within the scope of the relevant Task is prohibited.
- 1.9. The Contractor may delete the Subcontractor's Personal Profile and deny future registration if the Subcontractor repeatedly delays Work or Services by more than 1 (One) business day. This applies if the Subcontractor fails to notify the Contractor of the delay at least 3 (Three) business days before the agreed deadline for transferring to the Contractor of the Result and/or completion of rendering of Services set forth by the relevant Task.
- 1.10. Remuneration for performance of Works and Services under this Agreement shall be paid to the Subcontractor in accordance with Section 7 of this Agreement.

2. Acceptance of Rendered Services and Results

- 2.1. Upon completion of performance of Works within the scope of the relevant Task the Subcontractor shall transfer to the Contractor the Result. Transfer of the Result, including those that are Intellectual Property or containing Intellectual Property, 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. The Parties agree that the Result 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 completion of Works and Services under the relevant Task and transfer of the Result in accordance with Clause 2.1 above, the Contractor shall, within 15 (Fifteen) calendar days from the date of such completion and pressing the rollover button "finish" in the Personal Profile, either perform acceptance of the Result or Services or send a refusal to accept them to the Subcontractor.
- 2.3. The Subcontractor unambiguously agrees that in cases where the Contractor places within the Mellow Service the Tasks and Projects of the Customers and the Subcontractor performs Works and Services within the scope of such Tasks and Projects, acceptance of Results, 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 Works and Services were performed under such Tasks and Projects of the Customers, then the Remuneration is payable to the Subcontractor only upon final acceptance of the rendered Services or the Result by the Customers. The Subcontractor agrees that when the Contractor places Tasks and Projects on the Mellow Service, and the Subcontractor performs Works

or renders Services under such Tasks and Projects, acceptance of Services and Work Results, or refusal thereof, may be handled directly by the Customers through the Mellow Service.

2.4. When the Contractor provides the Contractor's Materials to the Subcontractor for the purposes of this Agreement, the Subcontractor may use such Contractor's Materials during the whole term of performance of Works and Services specified by the relevant Task. However, the use of such Contractor's Materials shall be limited to the purposes of performing particular Works and Services under the relevant Task, and such Contractor's Materials shall not be transferred to third parties. The Subcontractor retains no rights whatsoever in or to the Contractor's Materials upon acceptance of Works and Services by the Contractor delivered under the relevant Task.

2.5. In cases where the Contractor's or Subcontractor's materials are used in the performance of Works under a Task, all rights to such materials, including but not limited to Intellectual Property Rights, shall be exclusively transferred to the Contractor. The Contractor shall have full and unrestricted rights to dispose of and use such materials as part of the Result, including all associated Intellectual Property Rights, without any limitations or exceptions.

2.6. The Contractor and the Subcontractor agree that the Customers may address claims regarding the quality of Works and Services directly to the Subcontractor without involving the Contractor, and the Subcontractor may address claims solely and directly to such Customers, without involving Contractor or its counterparties, except for the Customers. If the Customers whose Tasks and Projects are placed by the Contractor raise quality-related claims against the Subcontractor, the Subcontractor must resolve all such claims at their own expense and independently, without involving the Contractor or its counterparties, except for the Customers. This condition constitutes a material obligation of the Subcontractor under this Agreement.

2.7. Acceptance of rendered Services and Results by either the Contractor or Customers constitutes basis for payment to Subcontractor of Remuneration.

3. Intellectual Property and Intellectual Property Rights

3.1. If the relevant Task provides for, implies or is related to creation of the Result or another Intellectual Property, or sets forth the requirement of receipt by the Contractor of the Intellectual Property Rights in and to the Intellectual Property, the Intellectual Property Rights in and to such Intellectual Property shall be automatically vested in the Contractor from the commencement of performance of Works and Services by the Subcontractor under relevant Task. The Subcontractor must prior to commencing performance of Works on creation of Intellectual Property accept the terms of the Task regarding mandatory assignment of Intellectual Property Rights in and to Intellectual Property created by the Subcontractor to the Contractor. 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 Intellectual Property Rights created shall belong to the Contractor.

3.2. If and to the extent the Intellectual Property Rights in and to the Intellectual Property are not automatically vested in the Contractor in accordance with Clause 3.1. above, the Subcontractor from the commencement of performance of Works and Services (implying creation of the Intellectual Property) transfer, convey and assign to the Contractor all the Intellectual Property Rights in and to the Intellectual Property in full. At that, the Contractor and the Subcontractor agree that the amounts of the Remuneration that the Contractor pays to the Subcontractor in each case for performance of Works and Services resulting in creation of the Intellectual Property constitute the sufficient and full Remuneration of the Subcontractor for both performance of Works and Services resulting in creation of the Result that contains the Intellectual Property or that is the Intellectual Property, as well as for assignment to the Contractor in full of all the Intellectual Property Rights in and to the Result that contains the Intellectual Property or that is the Intellectual Property.

3.3. From the commencement of performance of the Work (implying creation of the Intellectual Property) by the Subcontractor under relevant Task:

- 3.3.1. The Subcontractor retains no Intellectual Property Rights in or to Intellectual Property.
- 3.3.2. The Contractor independently enforces observation of Intellectual Property Rights in and to Intellectual Property by third parties (after acceptance of the relevant Result).
- 3.3.3. The Subcontractor undertakes not to challenge, authorize to challenge or assist any third party with challenging Contractor's Intellectual Property Rights in and to Intellectual Property. Provisions of this Clause extend, inter alia, to cases where the Contractor assigns Intellectual Property Rights in and to Intellectual Property to third parties (including but not limited to Customers).
- 3.3.4. 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 Property Rights of the Contractor with respect to Intellectual Property that are assigned to the Contractor, as well as any such acts that may pose a threat to the Contractor's Intellectual Property Rights. Provisions of this clause extend, inter alia, to cases where the Contractor assigns Intellectual Property Rights in and to Intellectual Property to third parties (including but not limited to Customer).

3.4. Guarantees of the Subcontractor with respect to Intellectual Property:

- 3.4.1. 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 within the scope of Tasks and Projects under this Agreement.
- 3.4.2. Intellectual Property created by the Subcontractor and assigned to the Contractor under this Agreement, Intellectual Property Rights in and to the Intellectual Property or use or disposal of Intellectual Property either by Contractor 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 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.
- 3.4.3. The Subcontractor shall not use the Intellectual Property after its assignment to the Contractor. Following such assignment, the use, ownership, or disposal of the Intellectual Property by the Contractor or any third party shall not require any license, authorization, or consent from, nor payment of any royalty or other fees to, any third party.
- 3.4.4. Intellectual Property created and assigned to the Contractor under this 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 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.
- 3.4.5. If Intellectual Property created and assigned to the Contractor under this 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.

- 3.4.6. At the moment of the assignment of Intellectual Property Rights to each Intellectual Property item created under this Agreement there will not be any infringements or threats of infringement of any rights to said Intellectual Property.
- 3.4.7. In the process of creating Intellectual Property prior to the assignment of Intellectual Property Rights to the Contractor and after assignment of Intellectual Property Rights to the relevant Intellectual Property to the Contractor the Subcontractor shall not enter into any transactions for the assignment of Intellectual Property Rights in and to Intellectual Property with any party other than the Contractor, 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 the Contractor's ownership or exercise of Intellectual Property Rights, use, exploitation and/or transfer and/or assignment by the Contractor of the Intellectual Property Rights in and to Intellectual Property and/or any of the elements or derivatives thereof.
- 3.4.8. The Subcontractor grants to the Contractor 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 and Services with or without indication of the Subcontractor's name as the author of Intellectual Property or anonymously at sole discretion of the Contractor as the party to which the Subcontractor assigns Intellectual Property 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 the Contractor or any third party, or use of Intellectual Property with designating the Contractor or any third party as the owner of the Intellectual Property Rights 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 and other Intellectual Property Rights) in and to Intellectual Property in full to the Contractor, and that the Contractor 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 the Contractor 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 the Contractor assigns Intellectual Property Rights to the Intellectual Property in full to a third party, all of Subcontractor's consents, agreements and warranties set forth in this Clause 3.4. shall extend to the use of the Intellectual Property by that third party.
- 3.4.9. If the Subcontractor uses in creation of Intellectual Property any intellectual property of third parties, the Subcontractor undertakes to and warrants that it 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 the said third-party intellectual property as part of Intellectual Property. 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 rights in or to which are owned by the Contractor or third parties (including but not limited to

Customers) authorizing the Contractor 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 Agreement.

3.5. 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 the Contractor of the Result forming part of or constituting Intellectual Property which contains the discussed intellectual property of the Subcontractor, the Subcontractor grants to the Contractor 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 Property 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 the Contractor in accordance with this clause of the Agreement.

3.6. In case it is requested by the Contractor the Subcontractor shall undertake to perform any and all actions and execute and deliver to the Contractor any and all documents that may be necessary for the due and full accomplishment of assignment of Intellectual Property Rights in and to Intellectual Property created by the Subcontractor to the Contractor, and provide any and all other assistance to secure, perfect and enforce all rights of the Contractor in and to Intellectual Property as may be requested by the Contractor from time to time, and to take or abstain from taking any actions as necessary to ensure the sole and exclusive right of the Contractor in and to Intellectual Property created by the Subcontractor.

3.7. 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.

3.8. 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 Agreement independently and at Subcontractor's sole expense. Additionally, the Subcontractor agrees to compensate to the Contractor any and all damages relating to Intellectual Property created by the Subcontractor in cases of claims against the Contractor brought by third parties with respect to ownership, use or disposal of Intellectual Property and/or Intellectual Property Rights in and to said Intellectual Property. These warranty and obligation of the Subcontractor are material obligations of the Subcontractor under this Agreement.

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

4. Subcontractor's Warranties and Consents. Indemnification

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

- 4.1.1. the Subcontractor shall at all times perform Works and 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 Services in a timely manner and of due quality;
- 4.1.2. 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 and Services, 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 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 the Contractor or third parties of intellectual property rights of third parties;
- 4.1.3. in case Works and Services are performed under Tasks sent to the Contractor 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 Services;
- 4.1.4. this Agreement is a legal and valid obligation binding upon the Subcontractor and enforceable in accordance with its terms. Execution of this Agreement by the Subcontractor by means of acceptance of the terms of this 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 Agreement and registration of the Personal Profile in the Mellow Service.

4.2. The Subcontractor hereby agrees to fully indemnify (or reimburse in full) and hold the Contractor and/or any of the Contractor'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 the Contractor and/or any of its affiliates, owners, directors, officers and employees will suffer, incur or pay out, or which will be asserted against the Contractor and/or any of its affiliates, owners, directors, officers and employees in whole or in part, caused by, or arising in connection with:

- 4.2.1. any breach by the Subcontractor of any warranties and/or representations provided by the Subcontractor under this Agreement;
- 4.2.2. the relationship between the Subcontractor and any of its affiliates;
- 4.2.3. any misappropriation of any intellectual property of third parties, any use of such intellectual property for creation of Intellectual Property under this 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
- 4.2.4. any breach by the Subcontractor of any of Subcontractor's obligations under this 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 the Contractor or parties interested in performance of Works and Services within the scope of the relevant Task by means of the Personal Profile's functionality;
- 5.1.6. assignment of Intellectual Property Rights to the Intellectual Property created by the Subcontractor to the Contractor.

5.2. Any use of the Mellow Service by the Subcontractor not expressly discussed in this Section and/or expressly authorized by the Related Documents as they are defined in Section 13 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 Section shall be deemed a breach by the Subcontractor of the material terms of this Agreement.

6. The Parties' Rights and Obligations

6.1. The Contractor 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 Works/Services Acceptance Certificate in electronic form by means of Subcontractor's Personal Profile in the Mellow Service;
- 6.1.4. accept the Results;
- 6.1.5. pay to the Subcontractor the Remuneration for performed Works and Services.

6.2. The Contractor may:

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

6.3. The Subcontractor must:

- 6.3.1. perform Works and Services in a timely manner, duly, adequately and of high quality;
- 6.3.2. transfer to the Contractor the Results under the procedure set forth in Section 2 of this Agreement;
- 6.3.3. comply with the requirements set forth in Section 3 of this 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 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 13 of this Agreement, as well as terms and conditions of such Related Documents.

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 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 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 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 the Personal Profile. Following the transfer of the Remuneration, an invoice reflecting the payment shall automatically appear in the Subcontractor's Personal Profile. The invoice is available for review and download by the Subcontractor exclusively in electronic form via the Personal Profile in the Mellow Service.

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 mentioned in the Section 13 of this Agreement).

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

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.

7.7. The Subcontractor agrees to accept payments from any third-party payer engaged by the Contractor as if such payments were made directly by the Contractor, provided that such payments correspond to the agreed terms of the Agreement.

7.8. The Contractor shall notify the Subcontractor of the identity of the third party engaged, as applicable, by the Contractor to make payments to the Subcontractor. Such notifications shall be sent via the Mellow Service, or otherwise, including by sending a notification according to the general procedure for documents and correspondence exchange specified by the Agreement.

8. Subcontractor's Electronic Signature

8.1. The login (user name) and password (access code) forming Subcontractor's Electronic Signature shall be created independently by the Subcontractor upon registration of the Personal Profile in the Mellow Service. The Parties expressly agree that Subcontractor's Electronic Signature as it is defined in this Agreement constitutes a legal equivalent of Subcontractor's own personal signature.

8.2. The Parties hereby agree that the Subcontractor is independently liable for the security and non-disclosure of Subcontractor's Electronic Signature and prevention of unauthorized access to the Service by third parties with use of Subcontractor's Electronic Signature. The Subcontractor is prohibited from disclosing the Electronic Signature to any parties not expressly authorized to act on behalf of the Subcontractor.

8.3. When the Mellow Service is accessed using Subcontractor's Electronic Signature the Contractor shall reasonably presume that the access is performed directly by the Subcontractor. The Parties expressly agree that the Contractor shall not be in any way liable for access to or use of the Mellow Service using Subcontractor's Electronic Signature by any third party not authorized by the Subcontractor to perform the discussed acts, and the Subcontractor expressly resigns from asserting any claims against the Contractor and the Contractor's affiliates for the discussed actions of third parties.

9. Use of Artificial Intelligence Systems and Tools

9.1. The Parties acknowledge that the use of artificial intelligence systems and tools ("AI") in the performance of the Works and Services is subject to mandatory requirements under applicable laws, including the European Union Artificial Intelligence Act ("EU AI Act") and other relevant regulations. The Parties agree to cooperate in good faith to ensure responsible and lawful use of AI in the context of this Agreement.

9.2. In performing the Works and Services, the Subcontractor shall:

- 1.1.1. use AI systems only in a safe, transparent, and accountable manner, consistent with the risk-based approach and the principles of human oversight, reliability, and respect for fundamental rights reflected in the EU AI Act;
- 1.1.2. avoid using AI systems that are prohibited under applicable law, including systems deemed to pose unacceptable risks to individuals, society, or the environment.

9.3. Upon the Contractor's request, the Subcontractor shall disclose to the Contractor any use of AI in the creation of deliverables as well as information about AI use, including a description of the AI system used, the purpose of its use, the nature of any AI-generated or AI-assisted content.

9.4. The Subcontractor shall ensure that any inputs provided to AI systems and any AI-generated outputs do not infringe the intellectual property rights of third parties, and that the Subcontractor only uses materials in a manner permitted under applicable law or expressly authorized by the Contractor.

9.5. The Subcontractor remains fully responsible for the quality, accuracy, legality, and compliance of all deliverables, including those created or assisted by AI, and shall ensure that all outputs meet the requirements of this Agreement regardless of the level of AI involvement.

9.6. The Subcontractor shall not input, upload, or otherwise disclose to any AI System any Confidential Information, personal data, trade secrets, or other protected information, unless expressly authorized in writing by the Contractor.

10. Confidentiality

10.1. 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 Agreement. Information (documents) transferred to the Subcontractor for performance of Works and Services contains confidential information, 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 the Contractor, the Subcontractor, 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 and Services by the Subcontractor under the 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.

10.2. The Subcontractor undertakes to ensure that any and all documents, provided to the Subcontractor 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.

10.3. The Subcontractor agrees to promptly inform the Contractor about any unauthorized use of the Confidential Information by third parties, and to fully cooperate with the Contractor to restore the Contractor'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 the Contractor in writing of that fact, all relevant circumstances and the information being disclosed. If the Subcontractor is not permitted to notify the Contractor before such disclosure is made it will notify the Contractor immediately after the disclosure has been made. The Subcontractor shall consult with the Contractor 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. The Contractor (as well as the Customer, third party, information owner, if applicable) may, at its sole discretion, 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.

10.4. 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 the Contractor (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 this Section.

10.5. The confidentiality provisions are valid from the moment the Subcontractor accepts this Agreement and until the termination of the Agreement for any reason, as well as for 5 (Five) consecutive years from the date of termination of the Agreement.

11. Force Majeure Events

11.1. The Parties are hereby relieved from liability for non-fulfillment or inadequate fulfillment of their contractual duties under this Agreement in cases of force majeure circumstances which directly or indirectly prevent performance of this 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.

11.2. The circumstances discussed in this Section 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 affecting the ability to perform this Agreement by either Party.

11.3. The Party affected by 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.

11.4. Arising of the circumstances discussed in this Section of the Agreement, subject to the requirements of Clause 11.3. of this Agreement shall extend the term of performance of contractual obligations under the Agreement by the Party affected by 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.

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

12. Term, Effect and Termination of the Agreement

12.1. To enter into the Agreement, the Subcontractor must complete the registration process in the Mellow Service. This includes providing their full legal name, a valid email address, and any other information required during registration. The Subcontractor is responsible for the accuracy, completeness, and reliability of the information provided.

12.2. After registration, the Subcontractor's profile undergoes a compliance review conducted by the Contractor. This review ensures adherence to all applicable requirements and guidelines.

12.3. After the successful completion of the compliance check and approval of the Subcontractor's Personal Profile, the Subcontractor must click the relevant checkbox located below to/on the same webpage with the text (or a link to the text) of this Agreement, which the Parties consider the Subcontractor's acceptance of Contractor's offer to enter into this Agreement.

12.4. The Agreement is deemed concluded and becomes effective as of the moment of acceptance by the Subcontractor of the terms and conditions of this Agreement (the "**Effective Date**").

12.5. Should the Subcontractor fail to undergo the compliance check, this Agreement is not considered concluded and the Contractor will notify the Subcontractor of the relevant fact via email provided by the Subcontractor.

12.6. Each Party has the right to unilaterally and extrajudicially terminate this 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 intended date of the Agreement's termination by the terminating Party.

12.7. The Subcontractor has the right to delete his Personal Profile and terminate this Agreement by sending a request to delete his Personal Profile in the Mellow Service via electronic means, including, but not limited to, the functionality of the Mellow Service and email. In response to such a request, the Contractor draws up a notice of unilateral termination of the Agreement and sends it to the Subcontractor

to the email address specified in the Personal Profile in the Mellow Service. The Parties shall perform all mutual settlements within 30 (Thirty) business days from the date of the relevant notice of termination.

12.8. The Parties hereby expressly agree that the Contractor may, in case of any change in legislative regulations which makes it impossible to perform this Agreement in compliance with the applicable law, or upon infringement by the Subcontractor or by its representatives of the Terms of Use of the Mellow Service and/or the Privacy Policy and/or the terms of this Agreement, immediately, in the Contractor's sole discretion, unilaterally, extrajudicially and without prior notice to the Subcontractor terminate this Agreement by sending a written termination notification to the Subcontractor by means of electronic communication, including, but not limited to functionality of the Mellow Service and email.

12.9. The Parties hereby expressly agree that the Contractor is under no obligation to and shall not compensate to the Subcontractor any losses arising out of termination of this Agreement by any Party and for any reason, or out of termination of access and the ability to use the Mellow Service pursuant to the grounds specified in a separate agreement between the Subcontractor and the Contractor's affiliates, which is based on the Terms of Use of the Mellow Service.

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

12.11. In case a new agreement with the same subject matter is concluded between the Subcontractor and Contractor, all prior agreements between the Parties related to the same subject matter shall automatically terminate. Any outstanding amounts of Remuneration due under the terminated agreements shall be paid to the Subcontractor in accordance with the terms and conditions of the new agreement. In this case, the provisions of Clause 12.10 of this Agreement shall not apply.

13. Applicable Law. Dispute Resolution

13.1. This Agreement is governed by and construed in accordance with the laws of Hong Kong without application of collision norms.

13.2. The Parties shall undertake reasonable measures to rectify any controversial issues, disputes or claims arising in the process of rendering of the Parties' obligations under this Agreement by negotiations between the Parties. If any dispute arises out of or in connection with this Agreement, representatives of the affected/involved Parties with authorities to settle the dispute will, within fourteen (14) business days of a written request from one Party to the other Party or Parties (as applicable), meet in a good faith effort to resolve the dispute.

13.3. If the Parties fail to reach an agreement in the course of negotiations, all unsettled disputes, controversies or claims arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally resolved by the competent court of Hong Kong.

14. Legal Documents Relating to the Agreement. Terms Priority

14.1. Before accepting the terms of this Agreement and registration of the Personal Profile in the Mellow Service the Subcontractor confirms that it has accepted the terms of the following documents which regulate other matters pertaining to use of the Mellow Service (collectively, the "**Related Documents**"):

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

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

14.2. By 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.

14.3. 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 the Contractor, and undertakes to conform to the terms of such Related Documents for the full term of effect of this Agreement.

15. General

15.1. The Contractor reserves the right to unilaterally change the terms of this Agreement at any time. The revised Agreement will become effective immediately after the updated text is posted on the website, and a notification of the amendment of the Agreement will be made available to the Subcontractor in its Personal Profile. If the Subcontractor does not agree with changes introduced to the Agreement the Subcontractor may terminate this Agreement by sending to the Contractor the request to terminate the Agreement and the Personal Profile in the Mellow Service.

15.2. Contractor reserves the right to introduce restrictions on the withdrawal of funds to certain payment methods or accounts in compliance with applicable laws, regulations, or upon the requirements of Customers. Such restrictions may include, inter alia, limitations based on geographical regions or jurisdictions, ensuring compliance with Contractor's policies, international sanctions, or other legal and operational requirements of Contractor and/or Customers. Contractor shall provide affected Subcontractors with at least 3 (Three) business days notice prior to implementing such restrictions, by sending a notifications to the Subcontractors by means and with help of the Subcontractor's Personal Profile in the Mellow Service or via email, unless a shorter notice period is required by law or regulatory obligations, or Contractor is obliged to implement relevant restrictions within a shorter timeframe and/or without a prior notice to comply with the applicable laws and regulations. Subcontractors are required to provide alternative payment methods that comply with the applicable requirements and/or the Contractor's instructions.

Until the Subcontractor provides new compliant payment methods as specified above, Contractor's refusal to transfer Remuneration to the Subcontractor's previously used payment methods that have been restricted by Contractor shall not constitute a breach of the Agreement by Contractor. Furthermore, no statutory or contractual interest for the use of funds shall accrue on the amounts of Remuneration owed and reflected in the Subcontractor's Personal Profile in the Mellow Service.

15.3. The Contractor may assign its rights and obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the Subcontractor.

15.4. The Parties agree that Tasks containing the Contractor'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.

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

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

15.7. This Agreement is made in English language.

SUBCONTRACTOR CONFIDENTIALITY AGREEMENT
**(Annex N 1 to the Subcontractor Agreement on Performance of Works and
Rendering Services)**

This **Confidentiality Agreement** (hereinafter the "**Agreement**") is entered into as Annex N 1 to the Subcontractor Agreement on Performance of Works and Rendering Services by and between **FRWD Limited**, a company duly registered and operating under the laws of Hong Kong (Special Administrative Region of the People's Republic of China), under business registration number 74403551, registered at: Unit B, 11/F Wah Kit Commercial Building, 302 Des Voeux Road Central, Sheung Wan, Hong Kong, represented by its Director Ms. Alina Toursidou (hereinafter "**Contractor**") and

***** TIN: *****, acting as \${taxationStatusTitleEn}, who accepted the terms and conditions of the Subcontractor Agreement on Performance of Works and Rendering Services of the Contractor by means of activation of the relevant checkbox (hereinafter the "**Subcontractor**"). This Confidentiality Agreement constitutes an Annex to the Subcontractor Agreement on Performance of Works and Rendering Services. Accordingly, acceptance of Subcontractor Agreement on Performance of Works and Rendering Services by the Subcontractor by means of activation of the relevant checkbox shall mean confirmation of the Subcontractor's free declaration of intent, aimed at complete and unconditional acceptance of the terms of this Confidentiality Agreement as part of and in connection with the Subcontractor Agreement on Performance of Works and Rendering Services.

For the purposes of this Confidentiality Agreement the Contractor and the Subcontractor are hereinafter jointly referred to as the "**Parties**".

Recitals

WHEREAS the Contractor would like to engage or has already engaged the Subcontractor for performance of certain types of Works and/or rendering of certain types of Services in accordance with **Subcontractor Agreement on Performance of Works and Rendering of Services** (the "**Services Agreement**"), the terms of which are being accepted by the Subcontractor upon registration of the Personal Profile in Mellow Service. All definitions and provisions of the Services Agreement apply hereto. Unless otherwise governed hereby or set forth herein the Parties shall abide by the terms and conditions of the Services Agreement, and such provisions of the Services Agreement apply to this Agreement as if they were expressly incorporated herein.

WHEREAS documents and information being transferred to the Subcontractor within performance of Works and/or rendering of Services under the Services Agreement contain information of a confidential nature, which possesses substantial commercial value to the Contractor and/or third parties under agreements with the Contractor (that is, to the Customer) due to its obscurity to other parties, which fact is duly acknowledged by the Subcontractor.

WHEREAS by means of this Agreement the Contractor would like to agree with the Subcontractor on the terms of treatment of such confidential information of substantial commercial value to the Contractor and/or third parties under agreements with the Contractor (that is, to the Customer), and the Subcontractor agrees to be bound with such terms of confidential treatment of information.

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

1. CONFIDENTIAL INFORMATION

- 1.1. For the purposes of this Agreement, "**Confidential Information**" shall mean any and all non-public, confidential, or proprietary information of the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) whether or not marked as "confidential" and which may be in written, oral, electronic or other form of media, disclosed or otherwise made available to the Subcontractor in the process of Works performance and/or rendering of Services by the Subcontractor under the Services Agreement, regardless of the form or manner of disclosure, including but not limited to:
- (a) software applications and all information and materials thereto related, including source code, compiled code, functionality, audio-, video graphical materials;
 - (b) any and all information relating to operations and commercial activities, including, *inter alia*, financial results, information on procurement, suppliers, customers, distributors, and competitors, any marketing research, market and customer studies, business plans, analysis of the needs of the current and anticipated clients or customers, information on any and all intellectual property, including inventions, discoveries and trade secrets (know-how), and any and all agreements of the Contractor and/or third parties under agreements with the Contractor (that is, the Customer);
 - (c) all information concerning business and affairs, assets, liabilities of the Contractor and/or third parties under agreements with the Contractor (that is, the Customer), historical and current financial statements, financial projections and budgets, historical, current and projected sales, capital spending budgets, forecasts, strategic plans, marketing and advertising plans, publications, agreements, the names and backgrounds of key personnel, personnel training techniques and materials and the names, contact information and any other information relating to an identified or identifiable natural person;
 - (d) third-party confidential information in the possession or at the disposal of or in use by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer);
 - (e) the existence of this Agreement and its contents;
 - (f) the Contractor's and/or third parties' under agreements with the Contractor (that is, the Customer) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
 - (g) any other information that is identified by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) as being of confidential nature; and
 - (h) all Results of the performed Works created by the Subcontractor on the basis of documents provided by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer).

For the purposes of this Agreement the following information shall not be treated as Confidential Information:

- (a) information which at the time of its delivery to the Subcontractor was already in the public domain;
- (b) information which after its delivery to the Subcontractor comes into the public domain for any reason except the Subcontractor's failure to comply with the terms of this Agreement; or
- (c) information which was lawfully in the Subcontractor's possession prior to its delivery to the Subcontractor.

2. SCOPE OF THE AGREEMENT

2.1. The Subcontractor undertakes to ensure that any and all documents, provided to the Subcontractor, containing the Confidential Information or any portions thereof are kept secret, and shall not disclose any Confidential Information to any third party whatsoever.

2.2. The effect of this Agreement, if applicable, shall apply to any and all documents containing the Confidential Information delivered to the Subcontractor by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) before the Effective Date.

2.3. Depending on the circumstances, documents containing the Confidential Information can be delivered by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) to the Subcontractor in hard copies, in electronic or digital form, or on a tangible media such as optical discs or flash memory cards.

2.4. 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.

3. PROTECTION OF CONFIDENTIAL INFORMATION

3.1. 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 Confidential Information by third parties and keeping any and all documents containing the Confidential Information secret at all times.

3.2. If the Subcontractor normally employs measures for the protection of information that provide for better security than those customarily applied in current business practices, the Subcontractor shall use such measures to protect the Confidential Information as are usually employed by the Subcontractor.

3.3. In case of delivery to the Subcontractor of any documents containing the Confidential Information in respect of which the trade secret regime is established, the Subcontractor shall establish and maintain the same protection regime in respect of such documents containing the Confidential Information.

3.4. The Subcontractor undertakes not to use the Confidential Information for any purpose other than performance of Works and/or rendering of Services, inter alia the Subcontractor undertakes The Subcontractor undertakes not to use the Confidential Information for any purpose other than performance of Works and/or rendering of Services, inter alia the Subcontractor undertakes not to use the Confidential Information for personal purposes of the Subcontractor.

3.5. The Subcontractor agrees to promptly inform the Contractor about any unauthorized use of the Confidential Information by third parties, and to fully cooperate with the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) to restore the Contractor's and/or third parties', under agreements with the Contractor (that is, the Customer), rights to the Confidential Information, and to prevent its further unauthorized use.

4. DISCLOSURE REQUIRED BY LAW

4.1. 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 contained in the documents provided for performance of Works and/or rendering of Services under the Services Agreement, the Subcontractor will immediately notify the Contractor in writing of that fact, all relevant circumstances and the information being disclosed. If the Subcontractor is not permitted by law to notify the Contractor before such disclosure is made it will notify the Contractor immediately after the disclosure has been made.

4.2. Prior to any disclosure of Confidential Information in accordance with this section 4, the

Subcontractor shall consult with the Contractor as to how to avoid or limit disclosure, to the extent permitted by law, 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.

5. RETURN OF DOCUMENTS CONTAINING CONFIDENTIAL INFORMATION

5.1. If so requested by the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) at any time by notice in writing to the Subcontractor, the Subcontractor shall return to the Contractor or respective third party under agreements with the **Contractor** (that is, the Customer) all documents and materials (and any copies) containing, reflecting, incorporating or based on Confidential Information, and/or destroy or erase respective documents and materials within 5 (Five) business days as of receipt of the relevant notice of the Contractor and/or third parties under agreements with the Contractor (that is, the Customer). The Subcontractor shall certify in writing to the Contractor and/or third parties under agreements with the Contractor (that is, the Customer) that the Contractor has complied with the requirements of this section 5.

6. LIABILITY

6.1. The Subcontractor shall be liable for the non-performance or undue performance of this Agreement as prescribed by the applicable legislation and shall fully compensate the Contractor and/or respective third party under agreement with the Contractor (that is, the Customer) for any and all losses, including loss of profit arising out of the culpable breach of this Agreement by the Subcontractor.

6.2. Notwithstanding the foregoing, the Contractor hereby explicitly reserves the right to initiate court proceedings against the Subcontractor in case of violation of any provisions of this Agreement related to confidentiality by the Subcontractor, on the basis of violation of, *inter alia*, applicable intellectual property and trade secret law.

7. TERM

7.1. This Agreement shall become effective on the effective date of the Services Agreement and shall remain in effect until the termination of this Services Agreement for any reason, as well as for next 5 (Five) consecutive years from the date of termination of the Services Agreement. Confidentiality obligations regarding trade secrets shall survive indefinitely, or as long as the information qualifies as a trade secret under applicable law.

8. GENERAL

8.1. This Agreement is governed by and construed in accordance with the laws of Hong Kong without application of collision norms.

8.2. Any disputes or claims arising from or related to this Agreement, shall be resolved in accordance with the dispute resolution provisions set forth in the Services Agreement. In the event that the dispute resolution provisions of the Services Agreement are no longer in effect or do not explicitly cover disputes under this Agreement, such disputes shall be resolved by competent court of Hong Kong.

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

8.4. The Parties expressly agree that the terms and conditions of this Agreement have the same legal effect as the terms and conditions of the Services Agreement. This Agreement is intended to supplement, and not to supersede the confidentiality provisions set forth in the Services Agreement. In the event of any conflict between this Agreement and the Services

Agreement, the provisions of this Agreement shall prevail solely with respect to matters concerning Confidential Information, unless expressly provided otherwise in the Services Agreement.