

**Performance Agreement N° [3] ANNEX to the Freelancer Agreement CO-19-CIB-0254
dd. [13/08/2019]**

between: **Cronos International**, having its registered office at Avenue des Arts 46 – 1000 Brussels, registered in the Belgian commercial register under number 0879.029.044, VAT Number 879.029.044,

Represented by **Stynen Bert**, acting as **General Manager**,

Hereinafter referred to as the "PRIME CONTRACTOR".

and: **Magnio TECH LTD**, having its registered office at Minoos, 24 Strovolos, Nicosia, 2042, Cyprus, registered under VAT number CY10399799W,
Represented by **Magnisalis Ioannis**,

Hereinafter referred to as the "SERVICE PROVIDER".

Article 1 Subject of the supply of services

Article 1.1 Provision of services as **Technology Expert lvl 5** as specified in the Technical Annex of the Customer Contract.

Article 2 Designated provider

Article 2.1 The missions referred to in Article 1 of this annex shall be performed by **Magnisalis Ioannis**.

Article 3 Duration of the contract DIGIT TM LOT 1 – SC 010385

Start date:	After the reaming days of the SC 007239
Estimated end date:	30/09/2021
Trial Period:	0 working days
Prime Contractor Notice period:	20 working days
Duration:	60 working days

Article 3.1 **Trial period** : During the Trial Period, the PRIME CONTRACTOR may unilaterally stop the Performance Agreement with immediate effect by means of registered letter addressed to the SERVICE PROVIDER.

Article 3.2 **Start date** : The established start date entails a firm commitment from SERVICE PROVIDER (and/or its CONSULTANTS) towards PRIME CONTRACTOR and its END CUSTOMER. Unless agreed otherwise, SERVICE PROVIDER will indemnify PRIME CONTRACTOR with 100 € per day of late start. In case SERVICE PROVIDER (and/or its CONSULTANTS) do not start the mission at all, SERVICE PROVIDER will pay a fixed compensation of 5000 € to PRIME CONTRACTOR.

Article 3.3 **Early Termination by SERVICE PROVIDER:** The Agreement is established with SERVICE PROVIDER's firm intent to respect its duration. In case of early termination due to circumstances beyond the SERVICE PROVIDER's control (e.g. medical reasons), SERVICE PROVIDER will perform a notice period of 20 working days. During this period, SERVICE PROVIDER will perform 10 days free of charge for hand over.

Article 4 Working hours

Article 4.1 From Mondays to Fridays inclusive, excepting PRIME CONTRACTOR's customer holidays only. END CUSTOMER holidays are usually – but not necessarily – the same as the national holidays of the place of execution of the main service agreement. END CUSTOMER on-duty days (such as Holy Thursday, Good Friday, the day following Ascension Day and the period between 27 and 31 December) may be included in the normal working days. If nothing is provided in this respect, such END CUSTOMER on-duty days will be regarded as END CUSTOMER holidays.

Article 4.2 At least 8 h/day between 8.00 and 20.00 in agreement with the PRIME CONTRACTOR's responsible. No additional payments shall be made if more hours are performed.

Article 5 Price and instalments

Article 5.1 The rate for this assignment will be 620 € per day worked and accepted (all figures excluding taxes).

Article 5.2 Each instalment will be invoiced as follows:

Amount to be invoiced	Schedule	Deliveries

620 €/day	End of month	Timesheet signed by the END CUSTOMER
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The aforementioned tariffs cover all costs incurred by the SERVICE PROVIDER to perform his mission.

Article 5.3 No expense may be charged to the PRIME CONTRACTOR, with the exception of exceptional expenses and in particular the expenses incurred for travelling (travel fare, subsistence, accommodation) outside the END CUSTOMER or PRIME CONTRACTOR's registered office. However, such expenses must be approved beforehand by the PRIME CONTRACTOR.

Article 6 Safety and welfare of workers

Article 6.1 In so far as the SERVICE PROVIDER visits the PRIME CONTRACTOR's premises to provide services, the SERVICE PROVIDER undertakes to respect the obligations relating to workers' welfare in the performance of their work which apply to the PRIME CONTRACTOR's establishment.

Article 6.2 If the SERVICE PROVIDER does not comply with the above obligations or complies with them inadequately, the PRIME CONTRACTOR itself may take the necessary measures relating to workers' welfare in the performance of their work at the expense of the SERVICE PROVIDER.

Article 7 Details for payments

Bank Name: HELLENIC BANK PUBLIC COMPANY LTD, INTERNATIONAL BUSINESS CENTRE ATHALASSAS

IBAN/BIC: CY87005001400001400187605201 / HEBACY2N

Article 8 Details for invoicing

Company Name: Cronos International

Company Address: Avenue des Arts 46

Location: B-1000 - Brussels

Country: Belgium

VAT Number: BE 0879.029.044

Contract Reference: CO-19-CIB-0254

Contact Person: Ms Dalma Judit Izsak

Tel: +32 2 548 12 10

Fax: +32 2 548 12 12

Done in Brussels, on 24/03/2020 in duplicate, each party acknowledging having received a signed copy.

The SERVICE PROVIDER declares that it has taken cognizance of the framework agreement and the specific conditions as set out in this order and has accepted them.

For the PRIME CONTRACTOR

For the SERVICE PROVIDER

DocuSigned by:

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Stynen Bert

General Manager