

**CONSULTANT SERVICES AGREEMENT**

BETWEEN

**Viniato Holdings Limited**

AND

**KRIKEL IKE**

FOR ADVISORS'S SERVICES

THIS AGREEMENT dated is January 18<sup>th</sup> by and between;

**KRIKEL IKE** , whose registered office is at Theofanous 12, Athens, and registration number 142811701000 ("KRIKEL "). duly represented herein by Stanislaw Pelczar,

and

**Viniato Limited** whose registered office is at 31 Chr. Sozou str, Nicosia, vat number **10343821G** which is hereby authorized by Maria Nicolaou Vass ("**CONSULTANT**").

WHEREAS, KRIKEL is in need of specialized services to acquire projects (support and special software development) in the geographical territory of Greece.

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

**1. Services by CONSULTANT**

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

**KRIKEL MON/ΠΗ ΙΚΕ**  
Εμπόριο Α.Υπηρεσίες Ηλεκτρονικού & Τηλεφωνικού Εξοπλισμού  
Έδρα: Θεοφάνους 12 - Τ.Κ. 115 23 - Αμπελόποι - Αθήνα  
ΑΦΜ: 800845508 - ΔΟΥ: ΨΥΧΙΚΟΥ  
Αρ. ΓΕΜΗ: 142811701000 - email: info@krikel.net  
Τ. 2110130282 - Fax: 2110130283



**2. Time for Performance**

The term of this Agreement shall be from January 2018 Until August 2018 unless otherwise terminated. Extensions of time may be granted by KRIKEL upon a showing of good cause.

**3. Duties of KRIKEL**

KRIKEL shall supply any documents or information available to KRIKEL required by CONSULTANT for performance of its duties. Any materials provided shall be returned to KRIKEL upon completion of the work.

**4. Compensation**

(A) KRIKEL agrees to pay CONSULTANT a total compensation not to exceed five hundred fifty thousand Euro (€ 550.00,00) in total. The said compensation shall be paid in instalments. CONSULTANT shall submit invoices to KRIKEL less frequently than three (3) times year for services performed during the term of the present Agreement. Payment shall be made within five (5) days of receipt of an accurate, itemized invoice by KRIKEL'S Accountants.

The above amount cannot exceed 5% (five hundred basis points) of the aggregate contracts value that KRIKEL will receive in the designated business territory.

(B) CONSULTANT shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of its duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of FMI BVI.

**5. Ownership of Documents**

KRIKEL shall have full and complete access to CONSULTANT's working papers and other documents during the term of this Agreement. All documents of any description prepared by CONSULTANT shall become the property of KRIKEL at the completion of the term of this agreement and upon payment in full to the CONSULTANT.

CONSULTANT may retain a copy of all paperwork produced pursuant to this

Agreement.

**6. Conflict of Interest**

No officer or employee of KRIKEL shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

**7. Confidential Information**

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of KRIKEL of which CONSULTANT may become aware in the performance of its services.

**8. Compliance with Laws**

(a) CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, creed, colour, national origin, gender, age disability, or any other basis to the extent prohibited by laws.

(b) CONSULTANT shall comply with all Greek, European and/or international laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

**9. Independent Contractor**

CONSULTANT is acting as an independent contractor in furnishing the services required by this Agreement and is not an agent, servant or employee of KRIKEL. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between KRIKEL and CONSULTANT.

**10. KRIKEL Representative**

**KRIKEL ΜΟΝ/ΠΗ ΙΚΕ**

Εμπόριο & Υπηρεσίες Ηλεκτρονικού & Τηλεπικοινωνιακού Εξοπλισμού  
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ΑΦΜ: 800845508 - ΔΟΥ: ΨΥΧΙΚΟΥ  
Αρ. ΓΕΜΗ: 142611701000 - email: info@krikel.net



All requirements of KRIKEL pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the KRIKEL representative, who is going to be appointed by KRIKE Land notified each time to the CONSULTANT.

**11. CONSULTANT Representative**

Mr. Felix Bitzios shall represent CONSULTANT in all matters pertaining to the services to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

**12. Assignment**

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

**13. Termination**

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, KRIKEL at its option may terminate this Agreement by giving written notice to CONSULTANT. If KRIKEL fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by KRIKEL within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as KRIKEL shall otherwise have by law, KRIKEL also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed (in relation to the total which would have been performed) through the date of receipt of notification from KRIKEL to terminate.

**14. Entire Agreement; Amendment**

This writing constitutes the entire agreement between the parties relating to the services to be performed hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

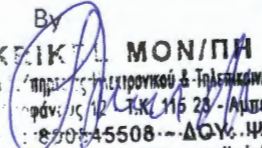


15. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

KRIKEL IKE ("KRIKEL")

By   
**ΚΡΙΚΕΛ ΜΟΝ/ΠΡ ΙΚΕ**  
Επιχειρησιακή & Τελεμαατική Εξυπηρέτηση  
Λεωφόρος Αθηνών 115 28 - Αμπελόκηποι - Αθήνα  
ΑΦ : 870545508 - ΔΟΥ: ΨΥΧΙΚΟΥ  
Γ.Ε.ΜΗ.Τ. 142811701000 - email: info@krikel.net  
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.....

("CONSULTANT")

By



## EXHIBIT "A" SCOPE OF SERVICES

During the Term of this Agreement, the CONSULTANT will act as KRIKEL's consultant in order for KRIKEL to develop its strategy with regards to projects (support and special software development) within the geographic territory of Greece.

CONSULTANT will provide to KRIKEL practical solutions to ensure that all strategies proposed are aligned to business objectives, in order to maximize value, save costs and help create competitive advantage.

The CONSULTANT shall, as independent contractor, use its reasonable efforts to assist KRIKEL to organize and perform any and all actions reasonably required for the developing of its strategy. CONSULTANT shall develop policies and procedures and perform such other services and employ such personnel and consultants and professional advisers and do such other things as it may deem necessary or advisable, acting reasonably, in performing its duties.

The services provided includes issues relating to:

- Evaluation and financial analysis of opportunities within the geographic territory of Greece.
- Identification of corporate structuring options for the investments that KRIKEL will undertake in the region.
- Liaison and negotiation with local investors for exploiting JV opportunities on behalf of KRIKEL.
- Negotiation with local financial institution for the receipt of credit facilities for the implementation of its projects.
- Local support in the execution of the projects.
- Identifying, liaison and negotiation with third parties for the acquisition of assets.

### **KRIKEL MON/ΠΗ ΙΚΕ**

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CONSULTANT shall cooperate with the designated employees or officers of KRIKEL for monitoring the progress of the services. CONSULTANT shall report to and be subject to the supervision and control of the designated employees or officers of KRIKEL at such times and in such form and details shall be required, with reports of performance and accomplishments and of developments and progress in the matters and actions which the CONSULTANT undertakes pursuant to this agreement.

Consultant shall provide the said services based on the needs and scopes of KRIKEL as set by the latter.

KRIKEL will have no obligation to accept any recommendation made by the CONSULTANT. KRIKEL shall be entitled to determine, in its sole discretion, whether to accept, reject or implement any recommendation made by the CONSULTANT.

