

FlexUp Services Contract General Conditions (Services-GC)

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The present FlexUp Services Contract General Conditions ("Services-GC") outline the general terms applicable to all services agreements executed under the FlexUp Economic Model. They form an integral part of the Contract, as defined in the FlexUp Services Contract Special Conditions ("Services-SC") which refers to them.

Article 1. Definitions and Interpretation

- 1.1 In this Contract, capitalized words are Defined Terms, whose definitions are given in this document or, if not here, elsewhere in the Contract.
- 1.2 In case of any terminological discrepancies between these documents of the Contract, the Defined Terms should be interpreted according to the document priority indicated in the Special Conditions.
- 1.3 The present Services-GC are distributed by FlexUp under the terms of the FlexUp Licence, which can be found on the FlexUp website (www.flexup.org).
- 1.4 The present Service-GC are part of the General Conditions.

Article 2. Orders

- 2.1 There are three types of Contracts under the FlexUp Model, depending on the number and nature of Orders they include:
 - a) "**Single-Order**" Contract: The Contract is limited to a single Order. The Contract and the Order are created and Confirmed at the same time. Once Delivery and payment obligations are fulfilled, the Contract is deemed Concluded.
 - b) "**Occasional-Order**" Contract: The Contract provides a general framework for multiple future Orders. Each new Order must be individually Confirmed and is governed by a dedicated FlexUp Order Specific Conditions ("Order-SC"), which form an integral part of the Contract for that Order.
 - c) "**Recurring-Order**" Contract: The Contract includes a recurring Order for Services to be provided at regular intervals (e.g., monthly), starting from the Effective Date and continuing for the duration of the Contract.
- 2.2 An Order comprises the following elements, whether contained in the Order itself or in the Contract that the Order is part of:
 - a) Identities of the Supplier and the Client ,
 - b) Services to be Delivered by the Supplier,
 - c) Remuneration to be paid by the Client for the Delivery of Services,
 - d) Payment Structure, detailing, if applicable, the division of the Remuneration into distinct Tranches, with their corresponding Payment Terms,
 - e) Specific criteria for the Confirmation, Delivery, Declaration, and Acceptance of the Order,
 - f) Where relevant, any Exception or Extensions from the General Conditions, as per Article 26.
- 2.3 An Order is effective exclusively when both Client and Supplier mutually confirm it In Writing ("**Confirmation**") unless the Special Conditions provide otherwise.

Article 3. Supplier Obligations

- 3.1 Supplier shall Deliver Services to Client for Confirmed Orders on the terms and conditions indicated in the Contract.
- 3.2 It is expressly agreed that the obligations undertaken by Supplier under the Contract are merely obligations of means.
- 3.3 Supplier undertakes to exercise due care in the performance of the Services and to do everything in its power to ensure that the Services rendered to Client are satisfactory.
- 3.4 Supplier undertakes to co-ordinate its activities with Client and to perform the Services as per the schedule to be agreed upon and updated as necessary with Client.
- 3.5 Supplier undertakes to allocate the most appropriate material and human resources to the performance of the Services, it being specified, however, that it shall be solely responsible for defining the said resources, without Client being able to interfere in any way whatsoever with this choice.
- 3.6 Supplier undertakes to inform Client, as necessary, of the progress of the Services entrusted to it, and shall in any event ensure that the execution times are compatible with the nature of the assistance to be provided and the degree of urgency of Client's requests.
- 3.7 In addition, Supplier has a duty to advise Client as to the usefulness of the Services.

Article 4. Client Obligations

- 4.1 Client shall pay the Remuneration to Supplier for Orders whose Delivery has been Accepted, in line with the Payment Structure.
- 4.2 For partial Deliveries, or for Delivery Declared by the Supplier but not Accepted (in full or in part) by the Client, the Client shall pay a reasonable fraction of the Remuneration in proportion to the Services delivered and/or those without Client reservations.
- 4.3 Client undertakes to provide Supplier with access to sufficient information and resources to enable it to carry out the Services. Client therefore undertakes to cooperate with Supplier to provide it in good time with all the documents, information, and explanations that Supplier may need to carry out the Services in the required time and under the best possible conditions.
- 4.4 In general, Client undertakes to facilitate Supplier's Delivery as much as possible and not to do anything or allow anything to be done that could hinder them or make them more difficult or costly.

Article 5. Delivery

- 5.1 Supplier shall formally declare the completion of Services to the Client ("Delivery") within 15 days following the completion of Services ("Delivery Declaration").
 - a) Upon receipt of the Supplier's Delivery Declaration, the Client shall have 15 days ("Review Period") to review the Delivery and notify the Supplier of any claims or reservations related to the Delivery ("Claim"). The Review Period can be extended by 15 days at Client's reasonable request.
 - b) The Client can explicitly accept the Delivery without reservations ("Delivery Acceptance"). If the Client does not make a Claim during the Review Period, the Delivery will be deemed to have been tacitly accepted by Client.
 - c) In case of a Claim by Client, both parties shall collaboratively address these concerns. Following resolution, the Supplier is required to issue a new Declaration of Delivery, at which point the Client's review period will recommence as per 5.1a).

5.2 In the case of recurring Orders, such as monthly recurring Services, the Supplier's obligation to submit a Delivery Declaration is waived.

- This waiver is intended to streamline the process for routine or ongoing services, while still providing the Client the opportunity to review and approve each Delivery.
- If Supplier does not make a Delivery Declaration, the Delivery Declaration considered tacit on the 15th day following the Delivery Date. For recurring Orders, the Delivery Date is the last day of the period (for example last day of the month for monthly Orders) unless provided otherwise in the Contract,

Article 6. Invoicing and Payment

- Upon Acceptance of a Delivery, which is established either by explicit confirmation from the Client or inferred from the absence of any reservations within the stipulated review period, the Supplier is authorized to issue an invoice to the Client. This invoice will itemize the delivered Services, including details on pricing and the payment terms as outlined in the Contract.
- If the Client raises reservations or objections about a specific aspect of the Delivery or the invoice, the Client is obliged to pay the undisputed portion of the invoice according to the agreed payment terms. The Client may withhold payment for only the portion of the invoice that is under reasonable dispute until such dispute is resolved.
- The Client is required to pay each valid invoice via bank transfer. Payment must be made no later than the last day of the month in which the invoice is received, provided that the invoice is received by the 15th of that month. If the invoice is received after the 15th, payment must be made by the last day of the following month.
- In the event of a failure to pay any portion of a valid invoice by the due date, the Client will automatically incur a late payment penalty on the outstanding amount. This penalty consists of a fixed charge of 3% of the overdue amount. Additionally, a variable charge will accrue daily at an annual rate of 3% from the due date until the full payment is completed. Should the Client fail to settle the invoice within 15 days after receiving a written payment demand from the Supplier, these penalty rates will escalate to a fixed charge of 10% and a daily accruing variable charge at an annual rate of 10%.

Article 7. Invoicing for Associate Contracts

This article only applies if the Contract is an Associate Contract, following the FlexUp Model and subject to a FlexUp Charter.

- Commitments which have a Firm Priority ("Firm Commitments") are unconditional remuneration elements and are not subject to any conditions relative to the Project's financial performance.
- Commitments which have a Flexible Priority (including Preferred, Flex, Superflex, Credit, and Token Priorities, collectively "Flexible Commitments") are conditional and variable remuneration supplements, subject to the Project's financial performance as per the principles of the FlexUp Model defined in the Charter.
- "Accounting Document" means any document, final or proforma, relating to an Order, to a Tranche or to a Commitment, and whose nature under the Classic accounting and/or tax rules may vary according to the nature of the underlying Contract, Services and Remuneration. For example, an Accounting Document may be:
 - an invoice or rebate (e.g., credit note) for the products or services due to a supplier,
 - a payslip for the salary due to an employee,
 - a statement for interest or principal repayment due to a bank,
 - a confirmation for dividends or the buyback of securities due to shareholders,

- e. a notice for taxes due to public entities.

7.4 A final Accounting Document indicating the actual amount to be paid by Client and the actual due date ("Final Accounting Document") may be issued by Supplier for Commitments in the following conditions:

- f. for Firm Commitments: following Acceptance of Delivery, for the Amount Due,
- g. for Flexible Commitments: following the Resolution in which the Commitment was processed, for the Amount Payable.

7.5 In all other cases, Supplier may issue a proforma Accounting Document ("Proforma Accounting Document") which outlines the total Remuneration, including conditional and variable remuneration supplements, and the payment structure of the related Order, Tranche or Commitment.

7.6 A Proforma Accounting Document serves as a draft Accounting Document, subject to adjustments based on the terms agreed upon in the Charter, Contract or Order. It is important to note that a Proforma Accounting Document is not a legally binding invoice, but a draft that can be replaced by a Final Accounting Document. Proforma Accounting Documents may, for example, be used for budgeting purposes.

7.7 A Proforma Accounting Document may for example be issued:

- a) for an Order under negotiation, when the Supplier and Client are finalising the terms,
- b) for a Confirmed Order, before Delivery, when the final quantities, costs and due dates are yet to be determined,
- c) for a Confirmed Order, following Delivery:
 - i. for Preferred, Flex and Superflex Commitments: when the Principal and Due Date are known,
 - ii. for Credit and Token Commitments: when the Principal is known,
 - iii. following the Resolution in which a Commitment was processed and resulted in a Residue of greater than 0, for the new Commitment (the "Next Iteration") carrying this Residue.
- iv. Supplier shall provide the Final Accounting Document replacing the Proforma Accounting Document as soon as the conditions of Article 7.4 7.5 are met.

Article 8. Duration and Termination

8.1 For the purposes of this Article:

- a) "Cancel" or "Cancellation" means the early cessation of the Contract by either Party, in accordance with the terms set out in this Article or the Special Conditions.
- b) "Expire" or "Expiry" means the cessation of the Contract upon reaching the Expiry Date, if specified, as specified in the Special Conditions.
- c) "Terminate" or "Termination" of the Contract refers to either Termination or Expiry, whichever occurs first.

8.2 The Contract becomes effective either from the effective date specified in the Special Conditions, or if none is specified, on the date the last party signs it ("Effective Date").

8.3 The Contract's duration shall be determined as specified in the Special Conditions, which may indicate that the Contract is of:

- a) Indefinite duration: terminable at will by either Party with 30 days' prior written notice, with no obligation to provide reasons or compensation;
- b) Fixed duration: ending automatically on the date specified in the Special Conditions (the "Expiry Date"), unless otherwise extended by mutual agreement; or

- c) Renewable duration: in which case the Contract shall renew automatically for successive periods as defined in the Special Conditions, unless either Party notifies the other of its intention not to renew, within the notice period also specified therein.

8.4 Single-Order Contracts of indefinite duration are deemed concluded once all the related Deliveries have been Accepted and payment obligations have been fulfilled.

8.5 Contract Termination, for any reason and under any duration type, shall not impact the rights and obligations of either Party regarding Confirmed Orders until Delivery has been Accepted and the corresponding Remuneration has been paid in full.

8.6 Upon Contract Termination, each Party is obligated to return any materials and items received from the other Party for the execution of the contract.

Article 9. Vesting of Flexible Commitments

This Article applies only if the Contract is an Associate Contract, following the FlexUp Model and subject to a FlexUp Charter.

9.1 This Article outlines the general mechanism governing the conditions under which the Supplier secures definitive rights ("Vesting") over certain Flexible Commitments during the term of the Contract. The Vesting conditions specifically govern the status of Flexible Commitments upon Contract Termination and apply only if, and to the extent, expressly stated in the Special Conditions.

9.2 Where Vesting provisions are intended to apply, the Special Conditions must specify:

- a) the particular types of Flexible Commitments subject to these Vesting conditions (the "Vesting Commitments");
- b) the applicable look-back period(s) preceding the effective date of Contract Termination during which Vesting Commitments were created and are subject to Vesting conditions (each a "Vesting Period"); and
- c) the specific Contract Termination scenario(s) that trigger the potential cancellation of unvested Vesting Commitments (each a "Termination Event").

9.3 If a Termination Event, as defined in the Special Conditions, occurs, the Supplier shall retain rights only over those Vesting Commitments created during the corresponding Vesting Period that have fully vested as of the effective date of Contract Termination, according to the criteria defined in Article 9.4. All other such Vesting Commitments shall be deemed unvested and shall be automatically and irrevocably cancelled. For the avoidance of doubt, cancellation means that the Supplier permanently loses all rights to any future payment related to the unvested Vesting Commitment, as well as, in the case of Token Commitments, to any associated voting rights.

9.4 Notwithstanding Article 9.3 above, a Vesting Commitment shall be deemed fully vested if, as of the effective date of Contract Termination, it has achieved the status of 'Payable' or 'Paid' as defined in the FlexUp Charter, irrespective of the Vesting Period during which it was created.

9.5 The specific details governing Vesting, including the identification of Vesting Commitments, the duration of Vesting Periods, and the definition of Termination Events, shall be determined exclusively by the Special Conditions.

Article 10. Independent contractor

10.1 The Parties agree that the Supplier is an independent contractor and not an employee, partner, or agent of the Client. The Supplier shall not be entitled to any rights, benefits, or privileges of employment provided to the Client's employees, such as health insurance, retirement benefits, or unemployment

insurance. The Client shall not withhold taxes on behalf of the Supplier, and the Supplier is responsible for paying any taxes due on payments received under this Contract.

- 10.2 The Supplier shall determine its own schedule for performing the Services. The Client and Supplier may agree on deadlines or milestone dates for deliverables, but the Supplier retains control over the time, place, and manner in which the Services are performed, unless otherwise mutually agreed upon in writing.
- 10.3 The Supplier is not integrated into the Client's business or operations. The Supplier shall perform the Services independently and will not participate in the Client's day-to-day activities, management meetings, or business decision-making processes, except as explicitly agreed in relation to the specific Services outlined in this Contract.
- 10.4 The Supplier shall have full discretion in determining how to fulfil the obligations under this Contract, including the method, resources, and personnel used. The Client may provide general direction on the goals of the project but shall not control the day-to-day activities or the means used by the Supplier to accomplish the Services.
- 10.5 The Supplier shall provide its own tools, equipment, and resources necessary for the completion of the Services, unless explicitly agreed otherwise by the Parties. The Client is not responsible for providing any materials or resources for the Supplier to perform the Services.
- 10.6 This Contract is for the provision of specific, project-based Services, and there is no guarantee of ongoing work beyond the scope of this Contract. Each project or Order will be treated as a standalone engagement, and the Supplier is free to accept other projects from other clients, provided there is no direct conflict of interest with the Client's business.

Article 11. Non-Competition

- 11.1 The Supplier agrees that, for the duration of this Contract and for a period of twelve (12) months following its termination or expiration, they shall not directly or indirectly:
 - a) Compete with the Client in any business activity that is substantially similar to the services provided under this Contract.
 - b) Provide services to, or otherwise engage with, any competitor of the Client that would be in direct conflict with the Client's business interests.
- 11.2 The non-competition obligation applies to the territories and markets where the Client conducts its business at the time of signature of the Contract.
- 11.3 Any exemption to this obligation must be explicitly authorized in writing by the Client prior to engagement.

Article 12. Non-Solicitation

- 12.1 Both the Client and the Supplier agree that, for the duration of this Contract and for a period of twelve (12) months following its termination or expiration, neither Party shall directly or indirectly:
 - a) Solicit, recruit, or encourage any employee, contractor, or agent of the other party to terminate their relationship with their current employer to work for the soliciting Party.
- 12.2 This clause does not apply to general advertisements for employment not specifically directed at the other party's employees or contractors.
- 12.3 In the event of a breach of this provision, the non-breaching party shall be entitled to claim compensation for any direct or indirect damages incurred as a result.

Article 13. Remediation and Termination for Material Breach

- 13.1 In the event one Party (the "Defaulting Party") fails to meet its material obligations under the Contract, the other Party (the "Opposing Party") may issue a default notice.
- 13.2 If the Defaulting Party does not address or remedy the specified issues within 30 calendar days from the receipt of the default notice, the Opposing Party can, within a subsequent 30 days from the default notice date, send a termination notice.
- 13.3 The Contract shall be terminated within 30 days of the receipt of the termination notice, unless:
 - a) The Defaulting Party resolves the specified issues within the termination notice period; or
 - b) If resolution within the said period is not feasible, the Defaulting Party proposes fair compensation or another suitable remedy for the breach, which the Opposing Party may not unreasonably withhold or reject.

Article 14. Fees

The costs incurred by each Party in connection with the Contract shall be borne by it, unless otherwise specified in the Contract or agreed in writing by the other Party.

Article 15. Confidentiality

- 15.1 Both Parties acknowledge that during the course of the Contract, they may disclose or receive Confidential Information from the other Party. "**Confidential Information**" means any non-public information, regardless of its form or medium, that is marked or designated as confidential or should reasonably be considered confidential due to its nature or the circumstances surrounding its disclosure.
- 15.2 Each Party agrees to:
 - a) maintain the confidentiality of the other Party's Confidential Information;
 - b) use the Confidential Information solely for the purposes of performing its obligations or exercising its rights under the Contract;
 - c) disclose the Confidential Information only to its employees, agents, or contractors who have a need to know and are bound by confidentiality obligations no less restrictive than those in this clause;
 - d) protect the Confidential Information using the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care; and
 - e) promptly notify the disclosing Party of any unauthorized use, disclosure, or loss of Confidential Information.
- 15.3 The confidentiality obligations under this clause do not apply to information that:
 - a) is or becomes publicly known through no fault of the receiving Party;
 - b) is rightfully known to the receiving Party at the time of disclosure without an obligation of confidentiality;
 - c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or
 - d) is required to be disclosed by law, court order, or government authority, provided that the receiving Party gives the disclosing Party prompt notice of such requirement and reasonably cooperates with the disclosing Party's efforts to contest or limit the scope of the disclosure.
- 15.4 Upon termination or expiration of the Contract, or at the disclosing Party's request, the receiving Party shall promptly return or destroy all copies of the disclosing Party's Confidential Information in its possession or control, except as required by law or as necessary to comply with its ongoing obligations under the Contract.

15.5 The confidentiality obligations under this clause shall survive the termination or expiration of the Contract for a period of three (3) years, or for such longer period as may be required by applicable law or the nature of the Confidential Information.

Article 16. Intellectual Property Rights

16.1 Definitions:

- a) **Intellectual Property** ("IP") means any and all information of any kind, as well as knowledge of a technical and/or scientific nature, whether subject to statutory protection or not, including but not limited to: inventions, drawings, designs, documents, templates, computer software, technical data packages, test results, manufacturing information, know-how, and manufacturing and/or trade secrets or other proprietary information, data, models, industrial design, mask works, derivative works, design flows, methodologies, databases, files, plans, diagrams, formulas, and/or any other type of information, in any form whatsoever.
- b) **Intellectual Property Rights** ("IP Rights") means all proprietary rights of every kind and nature throughout the world deriving from Intellectual Property, including any (i) patents, patent rights, patent applications (including all provisionals, reissues, re-examinations, revisions, divisions, continuations, continuations-in-part, extensions, and supplementary protection certificates regarding any patent or patent application), and all applications for registration of the foregoing; (ii) copyrights, registrations and applications for copyrights (where applicable), database rights, domain names, domain name registrations, websites, web pages, rights of privacy and publicity; and (iii) trademarks, service marks, trade names, logos, designs, brand names, trade dresses, and slogans, and all goodwill associated with any of the foregoing, and all applications for registration of any of the foregoing.
- c) **Background**" means IP which is held by a Party before the signature of the Contract.
- d) **Foreground**" means IP which is acquired or developed after the signature of the Contract and within the scope of the Contract.
- e) **Individual Foreground**" means Foreground acquired or developed solely by one Party.
- f) **Joint Foreground**" means Foreground acquired or developed jointly by both Parties.
- g) **Sideground**" refers to IP acquired or developed by a Party after the signature of the Contract but independently of the Contract

16.2 Ownership of Background IP:

- a) Each Party shall remain the exclusive owner of the IP Rights related to its own Background and Sideground.
- b) Nothing in this Contract shall be construed as transferring ownership of any Background IP from one Party to the other.

16.3 License to Use Background IP:

- a) The Supplier grants the Client a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to use the Supplier's Background IP solely to the extent necessary for the Client to use and enjoy the Foreground IP delivered under this Contract.
- b) This license is limited to the purposes of the Contract and the Client's internal business operations related to the Foreground IP.
- c) The Client shall not use the Supplier's Background IP for any other purpose without the prior written consent of the Supplier

16.4 Ownership of Foreground IP:

- a) All Foreground IP developed under this Contract shall be the exclusive property of the Client. The Supplier hereby assigns to the Client all right, title, and interest in and to such Foreground IP upon its creation.

16.5 Supplier's Obligations Regarding Foreground IP:

- a) The Supplier agrees to execute any documents and take any actions reasonably necessary, or as the Client may reasonably request, to perfect the Client's ownership of the Foreground IP. The Supplier shall not use, reproduce, distribute, or otherwise exploit any Foreground IP without the Client's prior written consent, except as necessary to perform its obligations under this Contract.

16.6 Supplier's Retention of Rights:

- a) Nothing in this Contract shall restrict the Supplier's right to use its general knowledge, skills, and experience, including those gained or enhanced during the performance of this Contract, in any manner or for any purpose, provided that such use does not involve the disclosure or use of the Client's Confidential Information or the Foreground IP

Article 17. Liability

- 17.1 Each Party shall only be liable to the other Party for proven direct damages caused by such Party's breach of its obligations under this Contract.
- 17.2 Neither Party shall be liable for any indirect, consequential, incidental, punitive or special damages, including but not limited to loss of profit, data, business, or goodwill, regardless of whether such liability arises from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such damages.
- 17.3 Notwithstanding anything else in this Contract, the Supplier's aggregate liability under this Contract shall be limited to and shall not exceed the total amount actually paid by the Client to the Supplier under this Contract during the twelve (12) months immediately preceding the event giving rise to the claim.
- 17.4 The limitations of liability set forth in this clause shall apply even in the event of a fundamental breach or breaches and regardless of the failure of essential purpose of any limited remedy.
- 17.5 The Parties agree that the limitations of liabilities set forth herein are fair and reasonable in light of the nature of the Services provided under this Contract.

Article 18. Changes in Circumstances

- 18.1 In the event of unforeseen changes in circumstances that significantly impact the performance of the Contract, either Party may request a renegotiation of the Contract to adapt to the new circumstances.
- 18.2 The Party requesting renegotiation shall provide written notice to the other Party, detailing the unforeseen changes in circumstances and their impact on the performance of the Contract.
- 18.3 Upon receiving the written notice, the Parties shall enter good faith negotiations to amend the Contract in a manner that accommodates the changed circumstances while preserving the original intent and objectives of the Parties.
- 18.4 During the renegotiation process, both Parties shall continue to perform their obligations under the Contract to the extent reasonably possible.
- 18.5 If the Parties fail to reach an agreement on the renegotiated terms within a reasonable period, either Party may terminate the Contract by providing written notice to the other Party. The termination will take effect one (1) month from the date of the notice of termination, and the Parties will settle any outstanding obligations in accordance with the Contract terms.

Article 19. Force Majeure

- 19.1 Neither Party shall be liable to the other Party for any failure or delay in the performance of its obligations under the Contract caused by an event constituting force majeure.

- 19.2 The affected Party shall notify the other Party providing details of:
 - a) the force majeure event,
 - b) the affected obligations,
 - c) the measures implemented to facilitate the return to a normal situation.
- 19.3 The affected Party shall do everything within its power to remedy the non-performance and limit the consequences for the proper performance of its obligations.
- 19.4 The affected Party's obligations that are impacted by the force majeure event shall be reduced or suspended, as appropriate, for the duration of the force majeure event and extended, as appropriate and without penalty, for the said duration.
- 19.5 If the event lasts more than three (3) months, either Party may terminate the Contract without compensation.

Article 20. Entire Agreement

- 20.1 The Contract becomes legally binding exclusively once both Parties have signed it.
- 20.2 By signing it, the Parties agree without reservation to all the terms and conditions contained in the Contract, including all the documents that constitute the Contract and their respective appendices.
- 20.3 The Contract constitutes the entire agreement of the Parties concerning its object. It supersedes, with effect from the date of entry into force of the Contract, any agreements, understandings, negotiations, and discussions, whether oral or written, that may exist to date between the Parties and having a similar object to that of the Contract.
- 20.4 The Parties agree that the Contract may only be validly amended by means of a written amendment signed by the Parties or their authorised representative.

Article 21. Assignment

The Contract is concluded *intuitu personae* and may not be assigned or transferred without the express written consent of the other Party.

Article 22. No Representation Mandate

- 22.1 The Contract does not confer on either Party any mandate, power of attorney or right of representation of any kind whatsoever, so that neither Party may act in the name of and on behalf of the other to negotiate or conclude agreements without explicit authorization.
- 22.2 Either Party may, if they so wish, authorize the other to act in their name and on their behalf. Such authorization shall be in writing and shall clearly specify the extent and limits of the representation.

Article 23. Declaration of mutual independence and absence of *affectio societatis*

The Parties declare and acknowledge that they are and shall remain, for the entire duration of the Contract, independent commercial and professional partners, each insuring the risks of its own activity. The Contract has neither the intent nor the effect of creating any solidarity between the Parties in any capacity whatsoever. The Parties declare that they do not intend to form a de facto company. The Parties do not pool their property or industry with a view to making profits or savings. The Contract is not considered and shall not be considered in any way as a company or other legal entity. Any form of *affectio societatis* is expressly excluded.

Article 24. Fair and good faith behaviour

The Parties undertake always to behave towards each other as loyal partners in good faith and to inform each other of any difficulties they may encounter in the performance of the Contract.

Article 25. Waiver

The fact that either Party does not demand, at any time and for any reason whatsoever, the strict application of one or more clauses of the Contract may never be interpreted as a waiver of the right to invoke it for the future, each of the clauses and conditions of the Contract shall be binding.

Article 26. Exceptions and Extensions to the General Conditions

26.1 An Order or Contract may derogate from certain terms and conditions provided in the General Conditions provided that:

- a) all such derogations ("Exceptions") are contained in an Article called "Exceptions" in the Order or in the Special Conditions of the Contract, as applicable, and
- b) for each such derogation, the document name and section and/or article number which it derogates from is explicitly referred to.

26.2 An Order or Contract may add certain terms and conditions to those provided in the General Conditions provided that:

- a) all such extensions ("Extensions") are contained in an Article called "Exceptions" in the Order or in the Special Conditions of the Contract, as applicable, and

Article 27. Interpretation

27.1 The Contract shall be interpreted, wherever possible, to maintain the enforceability of all the conditions of the Contract. The headings of the Articles form part of the Contract and can aid in its interpretation, however in case of any conflict between the headings and the text of the Articles, the text of the Articles shall prevail.

27.2 Unless otherwise specified "days", "month" and "year" shall, respectively, mean "calendar days", "calendar month" and "calendar year".

Article 28. Severability of clauses

28.1 If any provision of the Contract is or becomes invalid, unenforceable, void, illegal or unenforceable, the validity and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired and the Parties shall not be relieved from performance of the Contract.

28.2 In such a case, the Parties hereby undertake to replace, if possible, the invalid, unenforceable, null and void, illegal or unenforceable provision in question with a lawful provision corresponding to the object and spirit thereof, by means of an amendment to the Contract.

28.3 The provisions of the Contract are independent of those of other agreements between the Parties, and none of them may be interpreted as derogating from the provisions of the Contract.

Article 29. Notice

Any notice, correspondence or request provided for in the Contract shall be validly given by electronic mail addressed to the address of each Party appearing at the head of the Contract, or to any other address notified to it as per this Article.

Article 30. Applicable law - Disputes

- 30.1 The Contract as well as its conditions of validity, interpretation and execution are governed by French law, unless otherwise mentioned in the Special Conditions under the heading “**Jurisdiction**”.
- 30.2 It is written in the English Language and only the English text is authentic in the event of a dispute. Translations can be provided for convenience.
- 30.3 The Parties shall endeavour to find an amicable solution to any disputes that may arise from the interpretation or performance of the Contract.
- 30.4 If no agreement is reached within 6 months from the date of referral by one of the Parties, the dispute or difference shall be Resolved by the competent courts in France or, if applicable, of the country of the jurisdiction mentioned in the Special Conditions as per paragraph 30.1 above.