

FlexUp Referral Contract – General Conditions (Referral-GC)

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Preamble

The present FlexUp Referral Contract – General Conditions (“**Referral-GC**”) set out the general terms and mechanisms that govern all referral agreements that expressly refer to them. They apply uniformly worldwide, ensuring consistency, legal certainty, and modularity across jurisdictions.

The Referral-GC is incorporated by reference into each Referral Contract – Special Conditions (“**Referral-SC**”), which identifies the Parties, specifies which contractual documents apply, and defines the parameters of the referral relationship. Together with the other documents applicable to the Contract as specified in the Referral-SC, the Referral-GC form the binding agreement between the Parties.

All templates and documents composing the Contract are published and maintained by FlexUp and distributed under Licence (www.flexup.org).

Article 1. Composition of the Contract

- 1.1 The Contract may include the following documents, listed in descending order of priority:
 - a) the FlexUp Referral Order – Special Conditions (“**Referral-OSC**”), if applicable, which is specific to a Order arising under the Contract,
 - b) the FlexUp Referral Contract – Special Conditions (“**Referral-SC**”), which identifies the Parties and the parameters of the Contract,
 - c) the FlexUp Charter – Special Conditions (“**Charter-SC**”), if applicable, which is specific to the Project defined therein,
 - d) one or more FlexUp Referral Contract – Additional Conditions (“**Referral-AC**”), if applicable, which adapt the Contract to the relevant context or jurisdiction,
 - e) the FlexUp Referral Contract – General Conditions (“**Referral-GC**”), the present document, which applies to referral contracts that refer to them,
 - f) the FlexUp Charter – General Conditions (“**Charter-GC**”), if applicable, which applies to all FlexUp projects worldwide.
- 1.2 The Contract is composed of the documents listed in Article 1.1 that are expressly designated as applicable in the Referral-SC, together with any additional documents expressly incorporated therein. The applicable documents form an inseparable contractual whole and are collectively referred to as the “**Contract**”. In the event of any inconsistency between these documents, the order of priority set out in Article 1.1 shall apply.
- 1.3 For clarity, the following terminology applies:
 - a) “**Special Conditions**” refers to the Referral-SC and, where applicable, to the Referral-OSC and Charter-SC.
 - b) “**General Conditions**” refers to the Referral-GC and, where applicable, the Referral-AC and the Charter-GC.
 - c) “**Charter**” refers collectively to the Charter-SC and the Charter-GC.
- 1.4 The documents composing the General Conditions can be incorporated by reference and are not required to be to the Contract.
- 1.5 For each document composing the General Conditions, the applicable version is the latest version published website (www.flexup.org) as of the date of signature of the Referral-SC or, where relevant, the applicable subject to the update mechanisms described in the General Conditions.

Article 2. Interpretation

In this Contract, capitalised words are defined terms, whose definitions are given in this Article or, if not here, documents composing the Contract or in the FlexUp Glossary (available on www.flexup.org/glossary).

- 2.1 **"Referral"** means any introduction made by one Party (**"Referring Party"**) to the other (**"Receiving Party"**) of a third party who may have an interest in entering into a commercial, partnership or funding relationship with the Receiving Party.
- 2.2 **"Referred Party"** means the third party introduced through a Referral.
- 2.3 **"Accepted Referral"** means the Referred Party whose Referral has been accepted by the Receiving Party in with the Referral Process described in Article 4.
- 2.4 **"Validity Period"** means the period of twelve (12) months during which an Accepted Referral may lead to a Transaction entitling the Referring Party to a Referral Fee. The Validity Period commences on the date the confirmed as an Accepted Referral.
- 2.5 **"Qualifying Transaction"** means any binding agreement or commitment entered into between the Receiving an Accepted Referral, including but not limited to commercial contracts, first orders, investment agreements, subsidies, convertible instruments, equity subscriptions, or any other transaction that generates commercial or value for the Receiving Party.
- 2.6 **"Converted Referral"** means an Accepted Referral that enters into a Qualifying Transaction within the Validity and completes the first required performance under that transaction.
- 2.7 **"Referral Fee"** means any fee payable by the Receiving Party to the Referring Party in respect of a Converted including both Commercial Referral Fees and Funding Introduction Fees, as specified in as set out in Article 7.
- 2.8 **"Referral Fee Period"** means the period of thirty-six (36) months starting from the date on which a Converted enters into its first Qualifying Transaction with the Receiving Party.
- 2.9 **"Referral Revenues"** means, for the sole purpose of calculating any Commercial Referral Fee, the net amounts received in cleared funds by the Receiving Party from the Converted Referral, excluding VAT, taxes, refunds, and pass-through costs.
- 2.10 **"Total Funding Amount"** means, for the sole purpose of calculating any Funding Introduction Fee, the total of funds or financial value actually received or irrevocably committed by a Converted Referral in connection Qualifying Transaction, as further detailed in Article 8.

Article 3. Object of the Contract

- 3.1 The purpose of this Contract is to establish an open, transparent, and non-exclusive referral relationship Referring Party may introduce to the Receiving Party prospective clients, partners, investors, lenders, grantors, other potential commercial or funding counterparties, for the sole purpose of generating new business or opportunities for the Receiving Party.
- 3.2 The Parties act at all times as independent contracting parties. Nothing in this Contract creates or shall be create any partnership, joint venture, agency, brokerage, franchise, fiduciary, representation, or employment between them. In particular, with respect to referrals that may lead to funding opportunities, the Referring Party solely as an introducer and not as a licensed financial advisor, broker, placement agent, or other regulated
- 3.3 Referrals covered by this Contract fall under two categories:
 - a) **Commercial Referrals:** Introductions to third parties potentially interested in purchasing, using, licensing, distributing, or engaging with any product, service, solution, technology, or other commercial offering of the Receiving Party.
 - b) **Funding Referrals:** Introductions to third parties potentially interested in providing capital, investment, loans, subsidies, donations, or any other form of funding to the Receiving Party.
- 3.4 **Ancillary and Non-Professional Activity.** The Referring Party represents that referral activity under this Contract ancillary to its principal business and is carried out on a non-professional basis.

Article 4. Referral Process

- 4.1 **Referral Channels.** Referrals may be made through referral links, tracking URLs, unique identifiers, online forms, landing pages, personal introductions, email introductions, meetings, or any other mechanism designated by Party from time to time (**"Referral Channels"**). The Referring Party shall use only the Referral Channels the Receiving Party and shall not transmit personal data unless expressly permitted and legally compliant.

- 4.2 **Occurrence of a Referral.** A Referral is deemed to occur when a Referred Party is introduced through any Referral Channel associated with the Referring Party, or when the Receiving Party can reasonably attribute a prospect's initial contact, access, registration, meeting, or request for information to the Referring Party through tracking, attribution logs, analytics, or other commercially reasonable means.
- 4.3 **Rejection of a Referral.** A Referral may be rejected by the Receiving Party and shall not be considered valid if, time of introduction, the Referred Party was already:
- a) in the Receiving Party's CRM or database;
 - b) in active negotiation with the Receiving Party;
 - c) previously referred by another party; or
 - d) otherwise already known to the Receiving Party.
- The Receiving Party may also reject any Referral that is incomplete, inaccurate, unlawful, lacking required prohibited under applicable laws or sanctions. Acceptance or rejection remains at the sole discretion of the Party.
- 4.4 **Protection During the Validity Period.** Once accepted, a Referral remains protected for the duration of the Period unless extended In Writing. If no Qualifying Transaction occurs within the Validity Period, the Accepted automatically expires and cannot constitute a Converted Referral, even if a transaction occurs thereafter.
- 4.5 **Conditions for Conversion.** An Accepted Referral becomes a Converted Referral only if:
- a) it enters into a Qualifying Transaction with the Receiving Party within the Validity Period; and
 - b) the first required performance under that transaction occurs, including, as applicable, a cleared payment, value, issuance of equity or other instruments, or disbursement of funds.
- 4.6 **Multiple Referrers.** If more than one party submits the same Referral, priority shall be granted to the party introduction is the effective and traceable cause of the Qualifying Transaction, provided that the Referral is valid.

Article 5. Funding-Specific Compliance

- 5.1 **Role as Introducer.** Where a Referral relates to a potential funding opportunity, the Referring Party acts solely introducer. The Referring Party shall not:
- a) provide investment advice or recommendations;
 - b) negotiate terms, valuation, pricing, structure, or instruments;
 - c) handle funds, securities, documentation, orders, or investor instructions;
 - d) participate in any offer, placement, promotion, or distribution of financial instruments; or
 - e) carry out any activity requiring licensing under MiFID II¹, AIFMD², the Prospectus Regulation, PRIIPs³, or financial regulations.
- Any subsequent discussions, negotiations, due-diligence activities or assessments shall occur exclusively Receiving Party and the Accepted Referral.
- 5.2 **No Regulated Activity.** The Referring Party shall not hold itself out as a broker, dealer, placement agent, advisor, portfolio manager, arranger, or any other regulated intermediary. The Referring Party's role ends upon the introduction.
- 5.3 **Due Diligence Responsibility.** The Receiving Party is solely responsible for its own regulatory, legal, financial compliance assessments regarding any potential funding transaction or Accepted Referral.

Article 6. Obligations of the Parties

- 6.1 The Referring Party shall:

¹ Markets in Financial Instruments Directive II

² Alternative Investment Fund Managers Directive

³ Packaged Retail and Insurance-based Investment Products

- a) use reasonable endeavours to identify and introduce bona fide prospects or funding sources, including providing accurate, complete and sufficient information to enable meaningful qualification of the Referral;
 - b) present the other Party accurately, without making representations, warranties, or commitments on behalf of the other Party;
 - c) refrain from binding or negotiating on behalf of the other Party;
 - d) provide relevant client contact details and contextual information sufficient for effective follow-up, only after that the Referred Party has given valid consent under data protection laws;
 - e) comply with all applicable laws and regulations;
 - f) comply with confidentiality and data-protection obligations, including obtaining all necessary consents for the processing of personal data. The Referring Party shall indemnify the Receiving Party for any claims, fines, or losses arising from unlawful data sharing or any breach of data-protection laws.
- 6.2 The referral relationship is expressly non-exclusive. Each Party may enter into other referral, partnership, or arrangements.
- 6.3 Nothing in this Contract obliges the Receiving Party to accept a Referral or to enter into any agreement with a Party.
- 6.4 **Ancillary and Non-Professional Activity.** The Referring Party represents that its referral activity under this contract is ancillary to its principal business and, even though he is a professional business person, he carries this referring on a non-professional basis.

Article 7. Referral Fees

- 7.1 **Entitlement to a Referral Fee.** For each Converted Referral, the Referring Party is entitled to a Referral Fee in accordance with this Article.
- 7.2 **Commercial Referral Fee.**
- a) Where the Converted Referral results in a commercial Qualifying Transaction, the Referral Fee shall be a percentage of the Referral Revenues attributable to orders, contracts, or other remunerated operations with the Converted Referral during the Referral Fee Period.
 - b) Unless otherwise specified in the Referral-SC, the applicable Referral Fee rate is five per cent (5%) of Revenues.
- 7.3 **Funding Referral Fee.**
- a) Where the Converted Referral results in a funding-related Qualifying Transaction, the Referral Fee shall be as a percentage of the Total Funding Amount actually received or irrevocably committed during the Referral Period.
 - b) Unless otherwise specified in the Referral-SC, the applicable Referral Fee rates are:

Type of Funding	Referral Fee Rate
Grants, donations and subsidies	5.0%
Redeemable FlexUp Equity (Credits and/or Tokens)	3.0%
Non-redeemable FlexUp Equity	2.0%
Other types of funding (investment, loans, convertibles,	1.0%

- c) **Total Funding Amount – Inclusions.** The Total Funding Amount includes:
 - i. investments (any form of equity);
 - ii. loans, credit lines, promissory notes, bonds, or other debt instruments;
 - iii. grants, donations, subsidies, or public funding disbursed to the Receiving Party;
 - iv. convertible instruments (e.g., SAFE, convertible loans, notes) counted at their nominal value at issuance;
 - v. any other binding financial commitment resulting in capital or funding for the Receiving Party.
- d) **Total Funding Amount – Exclusions.** The following amounts are not taken into account in the calculation:
 - i. cancelled or undisbursed commitments;
 - ii. repayments of debt (principal or interest);
 - iii. milestone payments not yet earned or due;

iv. any funding obtained prior to acceptance of the Referral.

- 7.4 **Conditions for Earning the Referral Fee.** A Referral Fee is considered earned only if:
- a) the Referral was accepted in accordance with Article 4;
 - b) a Qualifying Transaction was executed within the Validity Period; and
 - c) the first required performance under the transaction has occurred, including payment, issuance of equity, of funds, or any equivalent delivery of value.
- 7.5 **Exclusions.** No Referral Fee is due where:
- a) the Referred Party is not an Accepted Party;
 - b) no Qualifying Transaction is executed;
 - c) the Receiving Party receives no payment or value from the Converted Referral;
 - d) revenues are unpaid, disputed, or refunded;
 - e) the Qualifying Transaction is cancelled within sixty (60) days of execution;
 - f) the transaction concerns activities entirely outside the Receiving Party's business scope at the time of the
 - g) the Referral was made without required consents or in breach of data-protection laws.
- 7.6 **Audit Summary Rights.** The Receiving Party shall maintain internal records of Referral Revenues and, where Total Funding Amounts.
- Upon at least thirty (30) days' prior written notice, the Referring Party may request a summary statement of attributable to its Converted Referrals. Such request may not be made more than once per calendar year and require disclosure of contracts, pricing structures, or confidential terms.
- In case of reasonable doubt regarding accuracy of such summary, the Referring Party may request that the amounts be verified by an independent certified auditing firm, jointly agreed by the Parties.
- The cost of the audit shall be borne by the Referring Party, unless the audit reveals a discrepancy exceeding (5%) of the audited amounts and resulting in an impact on remuneration greater than 1000€, in which case the cost of the audit shall be reimbursed by the Receiving Party.
- Any audit shall be limited strictly to the verification of amounts attributable to Converted Referrals and shall in a manner that minimizes disruption to the Receiving Party's business.
- 7.7 **Anti-Avoidance.** The Parties shall not artificially structure, delay, split, or re-route any transaction for the avoiding or reducing the Referral Fee. Where such conduct is demonstrated, the Referral Fee shall be transaction had been executed normally.
- 7.8 **No Additional Compensation.** Unless expressly agreed In Writing, the Referral Fee constitutes the sole payable to the Referring Party. No commission, brokerage fee, equity participation, advisory fee, or other is due.

Article 8. Multi-Party Referral Attribution

8.1 Definitions

- a) "**Referral Chain**" means a sequence of traceable and sequential introductions in which each Referring Party introduces another Referring Party or the Converted Referral, such that the Converted Referral is reached intermediary links. Only the final Referring Party in the sequence is in direct contact with the Converted
- b) "**Direct Referring Party**" means the Referring Party whose Accepted Referral has direct contact with, and results in, the Converted Referral, without any preceding Referring Party forming an intermediary link in a Referral Chain.
- c) "**Joint Referral**" means a situation in which two or more Referring Parties have each independently and interacted with, and materially contributed to the conversion of, the same Converted Referral, such concurrent, non-sequential, and not forming a Referral Chain.
- d) "**Adjustment Factor**" means the percentage applied to a Referring Party's own Referral Fee Rate for Referral Fee in multi-party attribution scenarios:
 - i. In a **Referral Chain**, the Adjustment Factor is 100% for the Direct Referring Party and is divided by two each preceding level of the chain.
 - ii. In a **Joint Referral**, the Adjustment Factors are allocated by the Receiving Party between all contributing Referring Parties, collectively totalling 100%, and each Referring Party's Referral Fee is calculated by its own Referral Fee Rate by its allocated Adjustment Factor.

8.2 Determination of Attribution Method

- a) The Receiving Party shall determine, acting reasonably and in good faith, whether a multi-party situation
 - i. a **Referral Chain**, where contributions are sequential and indirect; or
 - ii. a **Joint Referral**, where contributions are concurrent and direct.

8.3 Chain Referral Fees. Where a valid Referral Chain exists:

- a) The Direct Referring Party receives a Referral Fee equal to 100% of its own Referral Fee Rate, multiplied applicable base (Referral Revenues or Total Funding Amount).
- b) Each preceding Referring Party receives a Referral Fee equal to its own Referral Fee Rate multiplied by its Adjustment Factor.
- c) The Adjustment Factor decreases sequentially as follows:
 - Level 1 (Direct Referring Party): 100%
 - Level 2: 50%
 - Level 3: 25%
 - Level 4: 12.5%
 - And so on, halving at each level.
- d) No Referring Party may receive both a Joint Referral Fee and a Chain Referral Fee for the same Converted

8.4 Joint Referral Fee Allocation. Where a valid Joint Referral exists:

- a) The Receiving Party may allocate Adjustment Factors among all contributing Referring Parties, provided
 - i. the combined Adjustment Factors equal 100%; and
 - ii. each Referring Party's Referral Fee is calculated as its own Referral Fee Rate multiplied by its allocated Adjustment Factor.
- b) In determining allocation, the Receiving Party may consider:
 - i. the materiality of each Referring Party's contribution;
 - ii. the stage at which the contribution occurred;
 - iii. the degree of access;
 - iv. the quality of evidence supporting the claimed contribution.
- c) The allocation made by the Receiving Party shall be final and binding unless all involved Referring Parties otherwise in writing.

Article 9. Payment

9.1 Invoicing Right

Once a Referral Fee becomes due under Article 7, the Referring Party may issue an invoice to the Receiving Party. The invoice shall specify the Converted Referral, the applicable Referral Fee Rate, the calculation base (Referral Revenues or Total Funding Amount), and the resulting fee.

9.2 Payment Due Date *(Standard FlexUp Payment Terms)*

The due date is the last business day of the month in which the invoice is received, provided that the invoice is on or before the 15th of that month. If the invoice is received after the 15th, the due date is the last business following month.

9.3 Payment Method. All payments shall be made by bank transfer to the account designated by the Referring otherwise specified In Writing.

9.4 Disputed Invoice. If the Receiving Party disputes any portion of an invoice:

- a) the undisputed portion must be paid in accordance with Article 9.2;
- b) only the disputed portion may be withheld; and
- c) the Parties shall cooperate in good faith to resolve the dispute promptly.

No penalties apply to the disputed portion while the dispute is investigated in good faith.

9.5 Withholding Rights. The Receiving Party may withhold the disputed portion of an invoice where it has grounds to believe that:

- a) the Referral Fee has been miscalculated or is otherwise inaccurate;
- b) the Referral Fee is not due under Article 7; or

c) the Referring Party has breached this Contract.

No interest or penalty applies to withheld amounts under good-faith dispute.

9.6 Late Payment Penalties

- a) For any undisputed amount not paid by the due date, the following applies:
 - i. a fixed penalty of 5% of the overdue amount; and
 - ii. a variable penalty accrues daily at an annual rate of 5% until full payment.
- b) If payment remains outstanding fifteen (15) days after a written reminder:
 - i. the fixed penalty increases to 15% applies; and
 - ii. the variable penalty increases retroactively to an annual rate of 15%.

9.7 **Taxes.** Each Party is responsible for its own taxes. Where applicable, VAT or similar taxes shall be added to and borne by the Receiving Party.

Article 10. Flexible Payment Terms

10.1 The present Article applies only where the Referral-SC expressly states that the Referral Fee, in whole or in part, is under the FlexUp Economic Model and governed by a FlexUp Charter.

10.2 Application of the FlexUp Model

Where the Referral-SC specifies that the Referral Fee is to be paid as Flexible Commitments (as defined below), Commitments shall be governed exclusively by the Charter.

10.3 Definitions

- a) **"Firm Commitments"** are unconditional remuneration elements paid according to the Classic System. An invoice may be issued once the Referral Fee is earned under Article 7. Firm Commitments are payable in accordance with Article 9, irrespective of Project performance.
- b) **"Flexible Commitments"** (including Preferred, Flex, Superflex, Credit, and Token Commitments) are variable remuneration elements. They are exclusively processed and evaluated in a Resolution, as described in the Charter.
- c) **"Statement"** means any document, provisional or final, issued under this Contract to record amounts allocated or projected under the Classic System or the FlexUp Economic Model. A Statement is a legally binding invoice only if expressly designated as such.

10.4 Invoice

- a) An **"Invoice"** is a final Statement which confirms the actual amount due for a Commitment. It may be issued:
 - i. for Firm Commitments: once the Referral Fee is earned;
 - ii. for Flexible Commitments: after the Resolution in which the Commitment is processed and the Amount is determined.
- b) An Invoice may take the form of any document expressly designated as a binding payment request.
- c) An Invoice may be issued:
 - i. for Firm Commitments: once the Referral Fee is earned;
 - ii. for Flexible Commitments: after the Resolution in which the Commitment is processed and the Amount is determined.
- d) Examples of Invoices include:
 - i. invoices;
 - ii. credit notes;
 - iii. payslips;
 - iv. statements for interest or principal;
 - v. confirmations relating to securities, dividends or Tokens;
 - vi. tax notices.

10.5 Proforma

- a) When the Payable amount and/or the due date of a Flexible Commitment is not yet finalised, the Receiving Party may issue a provisional Statement (**"Proforma"**).
- b) A Proforma:

- i. May reflect the expected amount or due date;
 - ii. is not a legally binding invoice unless expressly designated; and
 - iii. must be replaced by an Invoice when the conditions of Article 10.4b) are satisfied.
 - c) Proformas may be used, for example, where Flexible Commitments depend on a future Resolution.
- 10.6 **No Cash Obligation for Flexible Commitments.** Flexible Commitments do not constitute a cash payment the Receiving Party. Their redemption, conversion, payment, or settlement – if any – is governed solely by the and the FlexUp Economic Model.
- 10.7 **Interaction with Classic Payment Terms.** Where the Referral-SC provides that the Referral Fee is paid partly Classic System and partly under the FlexUp Economic Model:
- i. the Classic portion is governed by Article 9;
 - ii. the FlexUp portion is governed exclusively by this Article and the Charter; and
 - iii. no duplication of compensation may arise.
- 10.8 **Recordkeeping.** Statements (including Invoices and Proformas) may be issued, submitted and stored through Platform, App, or any electronic means designated by the Parties. Electronic Statements conforming to the standards shall be deemed valid for payment purposes.

Article 11. Duration and Termination

11.1 Effective Date and Commencement

- a) This Contract enters into force on the Effective Date specified in the Referral-SC, or, if none is specified, on on which the Referral-SC is signed by both Parties.
- b) Once effective, this Contract continues until terminated by either Party upon thirty (30) days' prior written Termination does not affect any accrued rights or outstanding obligations.

11.2 Termination for Breach

- a) Either Party may terminate this Contract with immediate effect if the other Party commits a material breach to remedy it within fifteen (15) days of receiving written notice specifying the breach.
- b) A Material breach may include, without limitation:
 - i. breach of confidentiality or data protection obligations;
 - ii. infringement of intellectual property rights;
 - iii. fraud, corruption, bribery, or other unlawful conduct;
 - iv. misrepresentation;
 - v. conduct damaging or threatening to damage the terminating Party's reputation;
 - vi. insolvency, bankruptcy, or similar proceedings;
 - vii. breach of Article 6.

11.3 Effects of Termination.

- a) Termination shall not affect:
 - i. any rights or obligations accrued prior to the effective date of termination, including any Referral Fees Converted Referrals confirmed before termination;
 - ii. intellectual property obligations under Article 14;
 - iii. confidentiality obligations under Article 15;
 - iv. data protection obligations under Article 16;
 - v. any other obligation expressly intended to survive termination.
- b) Referral Fee obligations for Converted Referrals confirmed prior to termination continue until expiry of the Referral Fee Period.

11.4 Post-Termination Restrictions

- a) Upon termination, each Party shall promptly cease using the other Party's name, logo, or materials, and or return all confidential information and personal data received under this Contract.
- b) Each Party shall refrain from using the other Party's confidential information or referral information to this Contract or obtain benefits to the detriment of the other Party after termination.

Article 12. Precedence of FlexUp communication channels

- 12.1 All communications, actions, and confirmations may be exchanged either through the FlexUp platform or App applicable or by any other means (including email, messaging applications, telephone, postal mail, etc.). All communications are binding on the Parties.
- 12.2 In case of any discrepancy between any external communications and communications sent or actions the FlexUp platform or App, when applicable, the latter shall prevail and constitute the authoritative record of intentions, rights, and obligations with respect to the Contract.

Article 13. Assignment

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

Article 14. Intellectual Property and Branding

- 14.1 Nothing in this Contract transfers or grants any licence or Intellectual Property rights.
- 14.2 Each Party retains sole ownership of its respective Intellectual Property rights, trademarks, trade names, logos, and materials.
- 14.3 Neither Party shall use the other Party's name, logo, or marketing materials without prior written consent.
- 14.4 Neither Party shall register, attempt to register, or challenge the other Party's trademarks, trade names, or nor register any confusingly similar marks.
- 14.5 Upon termination, all authorised uses of the other Party's branding or Intellectual Property shall cease any references shall be removed from websites, social media, and promotional materials.

Article 15. Confidentiality

- 15.1 Each Party shall keep confidential all non-public, proprietary, business, financial, technical or personal disclosed by the other Party in connection with this Contract, and shall implement appropriate organisational measures to protect such information.
- 15.2 The confidentiality obligation does not apply to information that:
 - a) Is or becomes public through no fault of the receiving Party;
 - b) Was already lawfully in the receiving Party's possession prior to disclosure;
 - c) Is required to be disclosed by law or a competent authority, provided that the receiving Party, where lawful, prompt written notice to allow the disclosing Party to seek protective measures.
- 15.3 This Clause survives termination for five (5) years.

Article 16. Data Protection

- 16.1 Each Party shall comply with all applicable data protection and privacy laws, including Regulation (EU) (GDPR).
- 16.2 The Parties acknowledge that acts as independent Controllers in relation to any personal data processed under Contract. The Referring Party shall ensure all necessary consents are obtained from the prospective client prior transfer of their personal data to the Receiving Party for the purposes of this Contract.
- 16.3 The Referring Party shall retain recorded evidence of the given consent and shall provide such evidence to the Party upon request.
- 16.4 The Receiving Party shall process such data only for the purpose of evaluating and following up the Referral, compliance with the data protection laws.
- 16.5 Each Party shall retain personal data only for as long as is necessary to fulfil the purposes of this Contract or legal obligations, and shall securely delete it thereafter.
- 16.6 Each Party shall implement appropriate technical and organisational measures to protect personal data.

- 16.7 Each Party shall promptly notify the other Party, and in any event within seventy-two (72) hours, of any personal data breach affecting personal data shared under this Contract.
- 16.8 If personal data is transferred outside the European Economic Area, the Parties shall ensure that appropriate are implemented in accordance with GDPR, including Standard Contractual Clauses where required.
- 16.9 If required by law, or upon request of either Party, the Parties shall execute a separate Data Sharing Addendum their respective responsibilities as independent Controllers.
- 16.10 Each Party shall indemnify and hold harmless the other Party for any loss, claim, liability, fine, or expense its breach of this Article 9 or any violation of data protection laws.

Article 17. Liability and Indemnification

- 17.1 Each Party acts as an independent contractor and is solely responsible for its own acts, omissions, personnel, liabilities. Nothing in this Contract creates any agency, partnership, joint venture, or employment relationship.
- 17.2 Neither Party shall be liable to the other for any indirect, incidental, consequential, punitive or special damages, loss of profit, revenue, or goodwill.
- 17.3 Subject to Article 17.4, the maximum aggregate liability of either Party under this Contract shall not exceed the total Referral Fees paid or payable in the twelve (12) months preceding the event giving rise to the claim.

This limitation shall not apply to:

- a) Breaches of confidentiality;
 - b) Breaches of data protection laws;
 - c) IP infringement;
 - d) Fraud or wilful misconduct.
- 17.4 Each Party shall indemnify and hold harmless the other Party from and against all claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of:
- a) Any breach of this Contract;
 - b) Any violation of applicable law or regulations;
 - c) Any unauthorised use of the claiming Party's Intellectual Property or branding;
 - d) Any misrepresentation, negligence or unlawful act or omission by the claimed Party;
 - e) Any claim brought by a prospect, client, or third party relating to the actions or omissions of the claimed

Article 18. Good-faith

- 18.1 The Parties shall always act towards each other as loyal and good-faith partners and, in particular, shall inform of any difficulties they may encounter in the performance of this Contract. All notifications shall be made in their respective designated address, in any form agreed between the Parties, and any amendments to this communicated to both Parties.
- 18.2 The Parties expressly agree that this Contract is governed by, and shall be interpreted in accordance with, the principle of *bona fides*, *bona fides in contrahendo et in implendo*, *bonae fidei negotialis*. This principle applies the entire contractual relationship, its formation, execution, and enforcement, and prevails even in jurisdictions such a duty would not ordinarily arise under common-law rules.
- 18.3 Neither Party shall take any action intended to circumvent or undermine the other Party's referral rights or its commercial relationship with a Converted Client, including during the Referral Period and any surviving fee

Article 19. Updates to the General Conditions

- 19.1 FlexUp reserves the right to publish updated versions of the General Conditions, without prior notice.
- a) Updated versions will be distributed and published by any means, including publication on the FlexUp (www.flexup.org).
 - b) Such updates shall be binding upon the Parties unless objected to in writing within ninety (90) days of
 - i. Updates to the Charter-GC may be objected on the terms given in the Charter-GC;

- ii. Updates to other documents of the General Conditions (such as the present Referral-GC, and if applicable, the Referral-AC) may be objected to on the terms given in Article 19.2 below.

- 19.2 The Parties may object to changes within ninety (90) days following publication. If no objection is made within period, the updated version shall automatically apply to the Contract at the end of the 90 days period.
- 19.3 FlexUp will endeavour to notify the Parties of updates promptly, using the contact information last provided
- 19.4 Unless objected to, updates shall apply automatically ninety (90) days after publication, including to ongoing provided that such updates do not alter contractual rights or obligations already accrued.

Article 20. Miscellaneous

- 20.1 By entering into the Contract, the Parties agree without reservation to all its terms and conditions, including GC, any applicable Referral-SC, the Referral-AC (if applicable), any appendixes, and any other framework published by FlexUp that are explicitly incorporated by reference and available on the FlexUp website
- 20.2 This Contract constitutes the entire understanding between the Parties and supersedes all prior discussions, representations, or arrangements.
- 20.3 Neither Party may assign, transfer, or sub-contract any of its rights or obligations under this Contract without written consent of the other Party.
- 20.4 Neither Party shall be liable for delays caused by *force majeure* events, meaning beyond reasonable control, but not limited to natural disasters, cyber-attacks, war, pandemics, sanctions, or governmental restrictions. shall resume once the event ends.
- 20.5 This Contract may be executed in any number of counterparts (including electronic copies), each of which shall an original and together shall constitute one and the same instrument.

Article 21. Governing Law and Dispute Resolution

- 21.1 This Contract shall be governed by and construed exclusively in accordance with the laws of France, unless specified in the Special Conditions.
- 21.2 The Parties shall first attempt to resolve disputes amicably and in good faith.
- 21.3 Failing resolution within sixty (60) days, any dispute shall be submitted to the exclusive jurisdiction of the courts France, unless otherwise agreed in writing.

Article 22. Notices

- 22.1 All notices under this Contract shall be In Writing and sent by email to the designated contact addresses, by post, or any other reliable method to the contact addresses notified by each Party. Notices sent by email shall delivered on the next business day unless a bounce-back is received.

Article 23. Interpretation

- 23.1 The Contract shall be interpreted, wherever possible, to give effect to all of its provisions.
- 23.2 The headings of the Articles form part of the Contract and may aid in interpretation, but in the event of any the text of the Articles shall prevail.
- 23.3 This Contract is written in English and shall be interpreted exclusively in that language. Any translation made of this Contract is provided solely for convenience and shall have not be used for the interpretation or Contract. In case of discrepancy, the English version shall prevail.

Article 24. Severability

- 24.1 If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force. The Parties replace the invalid provision with a legally valid provision closest in meaning.
- 24.2 The Parties shall, in good faith, replace any such invalid or unenforceable provision with a valid provision that closely reflects the original intent and purpose.

24.3 The provisions of this Contract are independent of those of any other agreements between the Parties and shall not be construed as derogating from such other agreements.

Article 25. Amendments

25.1 Other than updates made pursuant to Article 19 this Contract may be amended only In Writing and signed by both Parties.