

# FlexUp Collaboration Agreement – General Conditions (Collaboration-GC)

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## **Preamble**

The present FlexUp Collaboration Agreement – General Conditions ("**Collaboration-GC**") sets out the general terms and mechanisms that govern all Collaboration agreements that expressly refer to it. It applies uniformly worldwide, ensuring consistency, legal certainty, and modularity across jurisdictions.

The Collaboration-GC is incorporated by reference into each Collaboration Agreement – Special Conditions ("**Collaboration-SC**"), which identifies the Parties, specifies which contractual documents apply, and defines the parameters of the Collaboration relationship between Operator and Collaborator. Together with the other documents applicable to the Contract as specified in the Collaboration-SC, the Collaboration-GC forms the binding agreement between the Parties.

All templates and documents composing the Contract are published and maintained by FlexUp and distributed under the FlexUp Licence ([www.flexup.org](http://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 Collaboration Order – Special Conditions ("**Collaboration-OSC**"), if applicable, which is specific to a particular Order relating to an Engagement,
  - b) the FlexUp Collaboration Agreement – Special Conditions ("**Collaboration-SC**"), which identifies the Parties and the specific 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 Collaboration Agreement – Additional Conditions ("**Collaboration-AC**"), if applicable, which supplement or adapt the Contract to the relevant context or jurisdiction,
  - e) the FlexUp Collaboration Agreement – General Conditions ("**Collaboration-GC**"), the present document,
  - f) the FlexUp Charter – General Conditions ("**Charter-GC**"), if applicable, which applies to all FlexUp projects worldwide,
  - g) the FlexUp Licence – General Conditions ("**Licence-GC**"), where applicable, which governs the use of FlexUp IP, and
  - h) the FlexUp General Conditions ("**FlexUp-GC**"), which applies to all FlexUp contracts that refer to it.
- 1.2 The Contract is composed of the documents listed in Article 1.1 that are expressly designated as applicable in the Collaboration-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**".

The Collaboration-GC is to be read together with the FlexUp-GC, which sets out the general terms applicable to all Contracts under the FlexUp contractual framework.

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 Collaboration-SC and, where applicable, to the Collaboration-OSC and Charter-SC.
  - b) "**General Conditions**" refers to the Collaboration-GC, the FlexUp-GC and, where applicable, the Collaboration-AC, the Charter-GC, and the Licence-GC.
  - c) "**Charter**" refers collectively to the Charter-SC and the Charter-GC.
- 1.4 The documents composing the General Conditions are incorporated by reference and are not required to be appended to the Contract.
- 1.5 For each document composing the General Conditions, the applicable version is the latest version published on the FlexUp website ([www.flexup.org](http://www.flexup.org)) as of the date of signature of the Collaboration-SC or, where relevant, the applicable Collaboration-OSC, subject to the update mechanisms described in the applicable General Conditions.

## Article 2. Definitions

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

Defined Term	Definition
<b>Activity</b>	means any of the five value-chain activities defined in Article "Collaboration Activities and Compensation Rates": Referral, Sales, Invoicing, IP and Brand Usage, and Execution.
<b>Activity Allocation</b>	means the determination, for a given Customer, Engagement, and, where applicable, Order, of which Party performs each Activity, as recorded in accordance with Article "Customer Engagement and Activity Allocation".
<b>Activity Fee</b>	means the compensation payable to the Party that performs a given Activity, calculated as the applicable Activity Rate multiplied by the relevant Revenue Base.
<b>Activity Fee Period</b>	means the period during which Activity Fees are payable in respect of a given Customer, Engagement, Order, or Activity, as set out in Article "Revenue Base and Fee Calculation".
<b>Activity Rate</b>	means the percentage applicable to each Activity, as set out in Article "Collaboration Activities and Compensation Rates" or as otherwise specified in the Special Conditions.
<b>Engagement</b>	means any specific commercial relationship, assignment, contract, subscription, or arrangement between Vendor and Customer under which Vendor supplies, or arranges for Performer to supply, services, products, rights, access, or other value to Customer, and revenue, funding, or other remuneration is generated.
<b>Collaborator</b>	means the Party identified as such in the Collaboration-SC, which enters into the Collaboration with Operator and may use, promote, sell, support, or perform Activities within the framework made available by Operator. The term "Collaborator" is used to make explicit that this Contract creates no partnership, joint venture, franchise, agency, employment, subordination, or similar legal relationship, as further confirmed in Article "Independence and absence of

Defined Term	Definition
	partnership" of the FlexUp-GC. Operator and Collaborator are referred to individually as a " <b>Party</b> " and collectively as the " <b>Parties</b> ".
<b>Customer</b>	means any third party that enters a commercial, partnership, or funding relationship with either Party as a result of, or in connection with the Contract, including but not limited to customers, subscribers, users of services or products of either Party, investors, lenders, grantors, donors, public bodies, or other funding sources. A Customer may also be referred to as a "potential Customer" depending on the circumstances
<b>Performer</b>	means, for a given Activity, the Party that performs that Activity and earns the corresponding Activity Fee
<b>Revenue Base</b>	means, for the purpose of calculating Activity Fees other than Funding Referral Activity Fees, the net amounts due or received from a Customer in respect of an Engagement, as further defined in Article "Revenue Base and Fee Calculation". Under the Classic System, Activity Fees are calculated on amounts actually received in cleared funds. Under Flexible Payment Terms, Activity Fees are calculated on amounts committed or issued by the Customer and passed through to Performer in the same form and payment structure, unless otherwise agreed by the Parties.
<b>Total Funding Amount</b>	means, for the purpose of calculating a Funding Referral Activity Fee, the total gross amount of funds or financial value actually received by the Party receiving the Referral or irrevocably committed by a Customer to that Party in connection with a funding-related Engagement, as further defined in Article "Revenue Base and Fee Calculation".
<b>Operator</b>	means the Party identified as such in the Collaboration-SC, which generally owns, controls, operates, or makes available the framework, platform, intellectual property, brand, methodology, commercial infrastructure, or operating system used for the Collaboration.
<b>Order</b>	means any instruction, assignment, order form, statement of work, delivery order, purchase order, or other arrangement between Vendor and Performer under which Vendor requests Performer to perform one or more Activities in relation to an Engagement.
<b>Vendor</b>	means, for a given Engagement, the Party that contracts with Customer, invoices Customer, and collects the Revenue Base or Total Funding Amount

### Article 3. Object of the Contract

- 3.1 The purpose of this Contract is to establish an activity-based Collaboration between Operator and Collaborator, whereby each Party may contribute to the generation of revenue, funding, or other financial value from the Customer by performing one or more of the Activities defined in this Contract.
- 3.2 **Bilateral or Non-Bilateral Structure.** The Collaboration-SC shall specify whether the Contract is bilateral or non-bilateral.

- a) If the Contract is bilateral, either Party may act as Vendor and either Party may act as Performer for any Customer, Engagement, Order, or Activity, regardless of whether that Party is identified as Operator or Collaborator in the Collaboration-SC.
- b) If the Contract is non-bilateral, Operator shall act as Vendor for each Engagement. Collaborator may act as Performer for the Activities allocated to it under the relevant Order, unless the Special Conditions expressly state otherwise.

The designation of one Party as Operator reflects the ordinary structure of the Collaboration at the date of signature. It does not prevent Collaborator from acting as Vendor or Performer where the Contract is bilateral, and it does not create any partnership, franchise, agency, employment, subordination, or fiduciary relationship between the Parties.

3.3 **Generic Supplier and Client Roles.** For the avoidance of doubt, the generic Supplier and Client roles apply separately at each contractual layer:

- a) for each Engagement, Vendor is Supplier and Customer is Client; and
- b) for each Order, Performer is Supplier and Vendor is Client.

This distinction applies only for interpreting the generic Supplier and Client roles under the FlexUp contractual framework. It does not modify the Activity Allocation, the Revenue Base, or the Activity Fees payable under this Contract.

3.4 This Contract establishes a standardised value allocation model in which each Activity is assigned a fixed compensation rate, regardless of which Party performs it. Compensation is determined solely by which Activities a Party performs, not by its status or role within the Collaboration.

3.5 Without prejudice to Article "Independence and absence of partnership" of the FlexUp-GC, the Parties do not owe fiduciary duties to each other unless expressly provided. Vendor contracts with and invoices the relevant Customer independently and in its own name for the relevant Engagement. No Party has authority to bind, represent, or assume obligations on behalf of the other Party vis-a-vis any Customer, unless expressly authorised In Writing for a specific transaction.

3.6 The Collaboration relationship is expressly non-exclusive. Each Party may enter other collaboration, referral, commercial, partnership, or business arrangements with third parties.

3.7 **Nature of this Contract.** The Parties enter into this Contract in the course of their trade, business, or profession. Each Party represents and warrants that it is not acting as a consumer and acknowledges that the regulatory frameworks applicable to consumer contracts do not apply to this Contract.

3.8 **Economic Nature of the Collaboration.** The Activity Fees and any other compensation payable under this Contract constitute contractual consideration for specific Activities performed by Performer for the benefit of Vendor.

- a) Such compensation does not constitute a distribution of profits, participation in losses, or sharing of net income.
- b) Nothing in this Contract creates:
  - i. a joint patrimony;
  - ii. a common fund;
  - iii. a pooled asset structure; or
  - iv. any form of undivided economic interest in the assets or revenues of the other Party.
- c) Each Party bears exclusively:
  - i. its own operational costs;
  - ii. its own tax liabilities;
  - iii. its own contractual risks; and

iv. any losses arising from its own business activities.

d) No Party acquires any ownership interest in the business, assets, goodwill, or Customers of the other Party by reason of this Collaboration.

e) No Party shall be liable for the debts, defaults, or losses of the other Party solely by reason of this Collaboration.

3.9 **Independent Invoicing.** For each Engagement, Vendor shall invoice Customer and collect the Revenue Base. Performer shall invoice Vendor for the Activity Fees due under the relevant Order, or, if no separate Order exists, under the applicable Activity Allocation.

No Party shall issue invoices in the name of the other Party unless expressly authorised In Writing.

#### Article 4. Collaboration Activities and Compensation Rates

4.1 The value chain for revenue generated through the Collaboration is broken down into the following five Activities, each carrying a standard Activity Rate:

Activity	Standard Activity Rate	Scope
Referral	5% for commercial Engagements; Funding Referral Rates under Article "Referral Activity" for funding-related Engagements	Customer-wide or funding source-wide
Sales	10%	Engagement-specific
Invoicing	5%	Engagement-specific
IP and Brand Usage	10% (if applicable)	Engagement-specific
Execution	70% (if IP is applicable), 80% (if IP is not applicable)	Engagement-specific
<b>Total</b>	<b>100%</b>	

The Activity Rates specified above are the default rates. For commercial Engagements and any other Engagement where the full value chain is allocated, the Collaboration-SC or the applicable Collaboration-OSC may specify different rates, provided that the total of all Activity Rates equals 100% (one hundred per cent). Funding Referral Activity Rates are standalone rates applied to the Total Funding Amount and do not require allocation of the remaining Activity Rates unless the Collaboration-SC or the applicable Collaboration-OSC expressly allocates additional Activities for the same funding-related Engagement.

The Activity Rates reflect a contractual allocation of gross revenue for services rendered and do not constitute a sharing of profits, losses, or joint assets.

4.2 **Referral Activity.** The Referral Activity consists of introducing a prospective Customer to the other Party, where such introduction leads to a first meeting, initial engagement, or funding opportunity and is the effective cause of a commercial or funding relationship.

- a) For commercial Engagements, the standard Referral Activity Rate is 5% (five per cent) of the Revenue Base.
- b) For funding-related Engagements, the standard Funding Referral Activity Rates are:

Type of Funding	Funding Referral Activity Rate
Grants, donations, subsidies, and similar non-repayable aid	5.0%
Classic debt and loans	1.0%
All other funding	3.0%

- c) Funding is classified according to its economic substance, not only its legal label. "Classic debt and loans" means debt funding with fixed repayment terms that is not paid under Flexible Payment Terms and does not include equity, conversion, profit-sharing, Token, Credit, Flex Priority, or similar FlexUp features. "All other funding" includes classic equity, FlexUp Equity, Credits, Tokens, SAFEs, convertible instruments, shares, stock, loans or advances using Flexible Payment Terms, funding with Flex Priority, hybrid funding instruments, and any funding that is not clearly covered by the first two rows.
  - d) The Collaboration-SC or the applicable Collaboration-OSC may specify different Referral Activity Rates.
  - e) The Referral Activity is Customer-wide or funding source-wide: once a Referral has converted in accordance with Article 6, the Party credited with the Referral Activity for that Customer remains the performer of that Activity for the duration of the applicable Referral Activity Fee Period, regardless of the number or nature of subsequent Engagements or Orders.
  - f) The detailed mechanics of the Referral Activity are set out in Article "Referral Activity".
- 4.3 **Sales Activity** (10%). The Sales Activity consists of conducting the sales process for a specific Engagement, including qualification of the opportunity, preparation and presentation of the commercial proposal, negotiation of terms, and closing the transaction, provided that such Party plays a material and primary role in closing the transaction. The Sales Activity is Engagement-specific: the Activity Fee applies only to the specific Engagement that Performer has sold, or in the case of a recurring Engagement, for all similar Engagements in that recurrence. A new Sales Activity may be performed by either Party for subsequent Engagements with the same Customer, ensuring a continuous incentive to originate new business.
- 4.4 **Invoicing Activity** (5%). The Invoicing Activity consists of assuming the administrative and financial responsibility for invoicing the Customer, collecting the payment, and bearing the associated credit risk for a given Engagement. The Party performing the Invoicing Activity, by default, is Vendor for that Engagement and acts in its own name and not as an agent of the other Party, unless expressly agreed otherwise In Writing.
- 4.5 **IP and Brand Usage Activity** (10%). The IP and Brand Usage Activity applies where the relevant Engagement or Order makes use of IP, brand assets, or licensed materials owned or controlled by one of the Parties (the "IP Owner").
- a) Where this activity applies, the IP and Brand Usage Activity Fee is due to the IP Owner for the period established in Article 7.
  - b) If the relevant Engagement or Order does not involve the use of either Party's intellectual property or licensed materials, this Activity does not apply and no IP and Brand Usage Activity Fee is due.

- c) The Party using the other Party's intellectual property in connection with services provided to Customer shall comply with any licence terms governing such use, as specified in the Special Conditions or in a separate licence agreement between the Parties.
- 4.6 **Execution Activity** (70%). The Execution Activity consists of the actual delivery of services, products, or other value to the Customer under a given Engagement or Order, including but not limited to advisory, consulting, operational, or technical services. The Party performing the Execution Activity is responsible for the quality, timeliness, conformity of the deliverables, and is solely responsible toward the Customer for the deliverables it performs. Where Article 14 does not apply to the relevant Engagement or Order, the Execution Activity Rate for that Engagement or Order shall be 80% (eighty per cent).
- 4.7 **Stacking**. A single Party may perform multiple Activities for the same Customer, Engagement, or Order. In such case, the Activity Fees for all Activities performed by that Party are cumulative ("**Stacking**"). For Engagements where the full value chain is allocated, the total of all Activity Fees for a given Engagement shall always equal 100% (one hundred per cent) of the Revenue Base. Funding Referral Activity Fees remain subject to the standalone rates in Article 6 unless the Special Conditions expressly state otherwise.
- 4.8 **Default Allocation**. In the absence of a recorded Activity Allocation for a given Engagement or Order, the following defaults apply:
- a) the Party that invoices the Customer is deemed to perform the Invoicing Activity;
  - b) where the relevant Engagement or Order uses the IP or licensed materials belonging to one of the Parties, the IP Owner is deemed to perform the IP and Brand Usage Activity; if no such IP is involved, the IP and Brand Usage Activity is deemed not allocated and no fee is due for that Activity;
  - c) the Party that delivers the services is deemed to perform the Execution Activity at 70% (seventy per cent), or at 80% (eighty per cent) where Article 4.8b) provides that no IP and Brand Usage Activity Fee is due; and
  - d) the Sales Activity is deemed not allocated, and no Activity Fee is due for that Activity unless expressly recorded; and
  - e) the Referral Activity is deemed not allocated unless it has been attributed under Article 6, in which case that attribution shall prevail.

## Article 5. Customer Engagement and Activity Allocation

- 5.1 **Registration of Customers**. When either Party identifies a prospective Customer or brings it into the Collaboration, that Party shall notify the other Party within 5 (five) business days of first contact with the prospective Customer, and register the Customer through the channels specified in the Collaboration-SC.
- Failure to register within this period may result in loss of priority for Referral Activity purposes.
- 5.2 **Activity Allocation**. For each Customer and each Engagement and, where applicable, each Order, the Parties shall agree on an Activity Allocation that records which Party performs each Activity. Referral attribution may be recorded once at Customer level in accordance with Article 6, and shall then apply to each relevant Engagement during the applicable Referral Activity Fee Period. The Activity Allocation may be recorded through the FlexUp App, a written form, or any other means designated in the Special Conditions.
- 5.3 **Validation**. The Activity Allocation shall be confirmed by both Parties In Writing before the commencement of services to the Customer, or, if not confirmed before commencement, within 15 (fifteen) business days following the start of services. If no Activity Allocation is confirmed within this period, the default allocation set out in Article "Collaboration Activities and Compensation Rates" shall apply, without prejudice to any Referral attribution already established under Article 6.

5.4 **Modification.** An Activity Allocation may be modified for future Engagements, Orders, or future periods with the written agreement of both Parties. Modifications do not apply retroactively to revenue already earned or invoiced.

5.5 **Disputes.** If the Parties disagree on the Activity Allocation for a given Customer, Engagement, or Order, they shall discuss in good faith to reach agreement. Pending resolution, the default allocation set out in Article 4 shall apply provisionally, without prejudice to any Referral attribution already established under Article 6.

If no agreement is reached within 10 (ten) business days, either Party may refer the matter to dispute resolution under the FlexUp-GC.

5.6 **Data Protection.** The Parties shall ensure that any sharing of personal data relating to Customers or their representatives complies with all applicable data protection laws, including obtaining all necessary consents before sharing such data. The provisions of Article "Data Protection" of the FlexUp-GC apply.

Unless otherwise agreed In Writing, each Party acts as an independent data controller with respect to personal data it receives under this Contract.

The Party sharing personal data shall retain recorded evidence of any required consents and shall provide such evidence to the other Party upon reasonable request.

Each Party shall promptly notify the other Party, and in any event within 72 (seventy-two) hours, of any personal data breach affecting personal data shared under this Contract.

5.7 **Transaction Registration.** The Parties agree that all Engagements, Orders, and transactions performed under this Contract shall be recorded on the FlexUp platform whenever technically feasible. Each Party shall declare on the platform any Engagement, Order, payment, or commitment arising from activities performed under this Contract that may affect the calculation of Activity Fees between the Parties.

The records maintained on the FlexUp platform shall serve as the agreed primary reference between the Parties for calculating Activity Fees and any other remuneration due under this Contract. This obligation operates between the Parties only and is without prejudice to Article "Records, Transactions, and Payments" of the FlexUp-GC, under which each Party remains solely responsible for maintaining its own records and FlexUp does not guarantee the accuracy or completeness of data stored on the platform.

Failure to register a transaction in good faith may constitute a material breach of this Contract.

## Article 6. Referral Activity

6.1 **Referral Process.** A Referral occurs when one Party ("**Referrer**") introduces a prospective Customer to the other Party ("**Recipient**") through any means, including personal introductions, email introductions, referral links, online forms, or any other channel agreed between the Parties. A Referral may relate to:

- a) a commercial opportunity, including a prospective customer, subscriber, user, partner, distributor, licensee, or other commercial counterparty; or
- b) a funding opportunity, including a prospective investor, lender, grantor, donor, public body, private fund, or other source of capital or funding.

6.2 **Acceptance of a Referral.** A Referral shall be deemed accepted when Recipient acknowledges the introduction In Writing or engages with the prospective Customer following the introduction. Recipient may reject a Referral if, at the time of introduction, the prospective Customer:

- a) was already in Recipient's pipeline, CRM, or Customer portfolio;
- b) was in active negotiation with Recipient;
- c) was previously referred by a third party; or
- d) was otherwise already known to Recipient.

Recipient may also reject any Referral that is incomplete, inaccurate, unlawful, lacking required consents, or prohibited under applicable laws or sanctions.

Acceptance or rejection shall be communicated within 15 (fifteen) business days of the Referral. Failure to respond within this period shall constitute acceptance.

- 6.3 **Validity Period.** An accepted Referral remains valid for a period of 12 (twelve) months ("**Validity Period**"), or such other period as specified in the Special Conditions. If the Referral does not convert within the Validity Period, it expires and no Referral Activity Fee is due.
- 6.4 **Conversion and Attribution.** A Referral is converted when the Customer enters into its first Engagement with Recipient within the Validity Period. For a funding opportunity, conversion occurs when Recipient enters into a binding funding-related agreement or commitment with the Customer and the first required performance occurs, including payment, issuance of Credits, Tokens, or other instruments, disbursement of funds, or any equivalent delivery of value. Upon conversion:
- a) Referrer becomes the Party credited with the Referral Activity for that Customer for the duration of the applicable Referral Activity Fee Period;
  - b) such attribution is locked at Customer level for the duration of that Referral Activity Fee Period, unless the Parties expressly agree otherwise In Writing; and
  - c) the Referral Activity shall be treated as having been performed by Referrer for each relevant Engagement with that Customer during that Referral Activity Fee Period.
- 6.5 **Relationship with Vendor and Performer Roles.** The Customer-level attribution of the Referral Activity is independent from the Vendor and Performer roles allocated for any specific Engagement.
- a) For each Engagement with the Customer during the Referral Activity Fee Period, the Party credited with the Referral Activity under Article 6.4 shall be deemed to perform that Activity for that Engagement.
  - b) If that Party is not Vendor for the relevant Engagement, Vendor shall owe the corresponding Referral Activity Fee to that Party.
  - c) If that Party is also Vendor for the relevant Engagement, no separate payment is due for the Referral Activity, and Vendor shall retain the corresponding share of the Revenue Base for that Activity.
  - d) The fact that Vendor may change from one Engagement to another does not alter which Party is credited with the Referral Activity at Customer level during the Referral Activity Fee Period.
- 6.6 **Customer-Wide Scope.** Subject to Article 6.5, the Referral Activity Fee applies to all revenue, funding, or other financial value generated from the Customer during the Referral Activity Fee Period, regardless of the number or nature of Engagements or Orders.
- 6.7 **Funding-Specific Compliance.** Where a Referral relates to a potential funding opportunity, Referrer acts solely as an introducer. Referrer 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 applicable financial regulations.

Recipient remains solely responsible for its own regulatory, legal, financial, and compliance assessment of any funding opportunity. Any subsequent discussion, negotiation, due diligence, or assessment shall occur exclusively between Recipient and the Customer, unless the Parties expressly agree In Writing that Referrer may perform a separate Activity that is lawful and properly authorised.

- 6.8 **Multiple Referrers.** If both Parties claim to have independently identified or introduced the same Customer, priority shall be granted to the Party whose introduction is the earlier, documented, and traceable cause of the commercial or funding relationship. The Parties shall cooperate in good faith to resolve any such dispute, without prejudice to the parallel and serial attribution rules in Article 8.

## Article 7. Revenue Base and Fee Calculation

- 7.1 **Revenue Base.** For the purpose of calculating Activity Fees other than Funding Referral Activity Fees, the Revenue Base for a given Customer or Engagement consists of the net amounts due or received from the Customer, excluding:
- a) VAT and other applicable sales taxes;
  - b) refunds, credits, and chargebacks;
  - c) discounts granted at or before invoicing;
  - d) pass-through costs and reimbursable expenses invoiced at cost; and
  - e) any other amounts expressly excluded in the Special Conditions.
- 7.2 **Total Funding Amount.** For the purpose of calculating Funding Referral Activity Fees, the Total Funding Amount consists of the gross amount of funding, capital, or financial value actually received by Recipient or irrevocably committed by the Customer to Recipient during the Referral Activity Fee Period, including:
- a) grants, donations, subsidies, and public funding;
  - b) Credits, Tokens, or other FlexUp Equity instruments, counted at their nominal value at issuance;
  - c) investments, equity subscriptions, or other capital contributions;
  - d) loans, credit lines, promissory notes, bonds, or other debt instruments;
  - e) convertible instruments, including SAFE, convertible loans, and notes, counted at their nominal value at issuance; and
  - f) any other binding financial commitment resulting in capital or funding for Recipient.
- The Total Funding Amount excludes:
- g) cancelled, expired, conditional, or undisbursed commitments;
  - h) repayments of debt, principal, interest, dividends, distributions, or investment returns;
  - i) milestone payments that are not yet earned or due; and
  - j) funding obtained before acceptance of the Referral.
- 7.3 **Activity Fee Period.** Activity Fees are payable for the following periods:
- a) **Referral Activity Fee:** for a period of 36 (thirty-six) months starting from the date of the first Engagement with Recipient that converts the Referral under Article 6 ("**Referral Activity Fee Period**"), or such other period as specified in the Special Conditions.
  - b) **Sales Activity Fee:** for the duration of the specific Engagement to which the Sales Activity relates, including any renewals of that Engagement.
  - c) **Invoicing Activity Fee:** for as long as the relevant Party remains Vendor for the relevant Engagement.
  - d) **IP and Brand Usage Activity Fee:** for as long as the Party's IP and/or Brand is used in the delivery of services under the relevant Engagement or Order.
  - e) **Execution Activity Fee:** for the duration of Performer's delivery of services under the relevant Engagement or Order.
- 7.4 **Calculation.** For each reporting period as defined in the Collaboration-SC, the Activity Fee payable to each Party for each Customer and Engagement shall be calculated as follows:

Activity Fee = Activity Rate x Revenue Base

Funding Referral Activity Fees shall be calculated as follows:

Funding Referral Activity Fee = Funding Referral Activity Rate x Total Funding Amount

Where a Party performs multiple Activities, the total compensation for that Party is the sum of all applicable Activity Fees.

- 7.5 **Conditions for Payment.** Under the Classic System, an Activity Fee is earned and payable only once Vendor has actually received the corresponding Revenue Base in cleared funds. For Funding Referral Activity Fees, the fee is earned and payable only when the relevant funding amount has been actually received or irrevocably committed and the first required performance under the funding-related Engagement has occurred. Under Flexible Payment Terms, an Activity Fee is earned and payable when the corresponding amount is committed or issued by the Customer, and shall be passed through to Performer in the same form and payment structure as the Customer payment, unless otherwise agreed by the Parties.
- 7.6 **Exclusions.** No Activity Fee is due in respect of:
- a) revenue that is unpaid, disputed, or refunded;
  - b) funding that is cancelled, expired, conditional, undisbursed, or not irrevocably committed;
  - c) revenue from transactions cancelled within 60 (sixty) days of execution;
  - d) revenue or funding generated outside the Activity Fee Period; or
  - e) revenue, funding, or financial value attributable to activities entirely outside the scope of the Collaboration.
- 7.7 **Anti-Avoidance.** The Parties shall not artificially structure, delay, split, or re-route any transaction for the purpose of avoiding or reducing an Activity Fee. Where such conduct is demonstrated, the Activity Fee shall be calculated as if the transaction had been executed normally.

## Article 8. Multi-Party Attribution

Where multiple parties contribute to the same Activity for the same Customer, Engagement, or Order, the principles of multi-party attribution shall apply in accordance with this Article.

- 8.1 **Adjustment Factor.** An Adjustment Factor means the percentage applied to a Party's own Activity Rate for calculating the Activity Fee payable to that Party in a multi-party attribution scenario.
- 8.2 **Joint Attribution.** Joint Attribution applies where two or more parties have each independently, directly, and materially contributed to the same Activity for the same Customer, Engagement, or Order, without forming a sequential chain.
- a) The Activity Fee for that Activity shall be allocated between the contributing parties based on Adjustment Factors agreed between the Parties or, failing agreement, determined by Vendor acting reasonably and in good faith.
  - b) The combined Adjustment Factors shall total 100% (one hundred per cent).
  - c) Each Party's Activity Fee shall be calculated by multiplying that Party's own applicable Activity Rate by its allocated Adjustment Factor and by the relevant Revenue Base or Total Funding Amount.
- 8.3 **Chain Attribution.** Chain Attribution applies where an Activity involves a sequential chain of traceable contributions, such as where a third party introduced the Customer to one Party, who then brought the Customer into the Collaboration.
- a) The direct participant receives an Adjustment Factor of 100% (one hundred per cent).

- b) Each preceding participant in the chain receives an Adjustment Factor halved progressively: 50% (fifty per cent) at level two, 25% (twenty-five per cent) at level three, 12.5% (twelve and a half per cent) at level four, and so on.
  - c) Each Party's Activity Fee shall be calculated by multiplying that Party's own applicable Activity Rate by its Adjustment Factor and by the relevant Revenue Base or Total Funding Amount.
- 8.4 **Application to Commercial and Funding Referrals.** Joint Attribution and Chain Attribution apply to both commercial referrals and funding referrals. Where different Parties have different applicable Referral Activity Rates under the Special Conditions or under Article 6, each Party's fee shall be calculated using its own applicable rate, and not by averaging or pooling rates.
- 8.5 No Party may benefit from both Joint Attribution and Chain Attribution for the same Activity on the same Customer, Engagement, or Order.
- 8.6 Vendor shall determine, acting reasonably and in good faith, whether a multi-party situation constitutes Joint Attribution or Chain Attribution. The determination and any allocation of Adjustment Factors made by Vendor shall be final and binding unless all involved Parties agree otherwise In Writing.

## Article 9. Conversion Bonuses

- 9.1 **Principle.** In addition to the Activity Fees set out in this Contract, Parties may agree to additional incentive payments in the form of conversion bonuses ("**Conversion Bonuses**") in respect of a given Customer, Engagement, or Order.
- 9.2 **Nature and applicability.** Conversion Bonuses shall apply only where expressly provided in the applicable Collaboration-SC, which shall define their conditions, including eligibility criteria, calculation methods, payment terms, and any applicable milestones or performance requirements. Unless otherwise specified in the Collaboration-SC, Conversion Bonuses are discretionary and do not constitute an automatic or recurring entitlement. Where the Collaboration-SC expressly provides that a Conversion Bonus is contractual, it shall become payable upon satisfaction of the conditions defined therein.
- 9.3 **Independence from Activity Allocation.** Conversion Bonuses are separate from and in addition to Activity Fees. Unless expressly stated otherwise in the Collaboration-SC, Conversion Bonuses do not modify the Activity Allocation, Activity Rates, or the distribution of the Revenue Base under this Contract.
- 9.4 **Subscription-based Conversion Bonuses.** Where a Conversion Bonus relates to an Engagement structured as a recurring subscription, the Collaboration-SC may define Conversion Bonuses in the following form by default, unless otherwise agreed In Writing:
- a) **Referral Conversion Bonus:** an amount equivalent to 2 (two) months of the applicable recurring subscription fee, payable to the Party that performed the Referral Activity, upon Customer maintaining its subscription for a minimum of 4 (four) consecutive months.
  - b) **Sales Conversion Bonus:** an amount equivalent to 4 (four) months of the applicable recurring subscription fee, payable to the Party that performed the Sales Activity, upon Customer maintaining its subscription for a minimum of 8 (eight) consecutive months.

## Article 10. Transparency and Reporting

- 10.1 **Reporting Obligation.** Each Party shall provide the other with periodic reports detailing:
- a) the Customers engaged during the reporting period;
  - b) the Engagements entered into, the Orders issued or accepted, and the revenue, funding, or other financial value received from each Customer;
  - c) the Activity Allocation applicable to each Engagement or Order; and
  - d) the Activity Fees calculated and due to each Party.

The reporting frequency shall be as specified in the Special Conditions, and in the absence of such specification, shall be quarterly.

- 10.2 **Revenue and Funding Disclosure.** Vendor shall disclose to the other Party the Revenue Base or, where applicable, the Total Funding Amount for each Customer and Engagement in sufficient detail to enable verification of the Activity Fees, without requiring disclosure of commercial terms, pricing structures, funding documents, or confidential contractual details beyond what is necessary for fee calculation.
- 10.3 **Audit Summary Rights.** Upon at least 30 (thirty) days' prior written notice, either Party may request a summary statement of the amounts attributable to Activity Fees. Such request may not be made more than once per calendar year.
- 10.4 In case of reasonable doubt regarding accuracy, the requesting Party may request that the relevant amounts be verified by an independent certified auditing firm, jointly agreed by the Parties. The cost of the audit shall be borne by the requesting Party, unless the audit reveals a discrepancy exceeding 5% (five per cent) of the audited amounts and resulting in an impact on fees greater than 1 000 EUR (one thousand euros), in which case the reasonable cost of the audit shall be reimbursed by the other Party.
- 10.5 Any audit shall be limited strictly to the verification of amounts attributable to Activity Fees and shall be conducted in a manner that minimises disruption to either Party's business.
- 10.6 **Transparency of Economic Relationships.** The Parties acknowledge that the FlexUp framework promotes transparency in the allocation of economic value between Parties performing Activities. Unless otherwise agreed under Article 12, Activity Fees paid in Customer Credits shall be visible in the Customer's capitalisation or contribution structure.

## Article 11. Settlement Between the Parties

- 11.1 **Settlement Principle.** Following each reporting period, Vendor shall calculate the Activity Fees due to the other Party based on the Revenue Base received and the applicable Activity Allocation, and shall pay the resulting amount to the other Party.
- 11.2 **Invoicing.** Performer, to whom Activity Fees are owed, may issue an invoice to Vendor. The invoice shall specify the Customer, the Engagement, the Order if applicable, the applicable Activities, the Activity Rates, the Revenue Base, and the resulting Activity Fee.
- 11.3 **Late Payment.** Late payment penalties are governed by Article "Invoicing and Payment (Classic system)" of the FlexUp-GC, unless the Special Conditions specify different rates.
- 11.4 **Taxes.** Each Party is responsible for its own taxes. Where applicable, VAT or similar taxes shall be added to the invoice and borne by the paying Party.
- 11.5 **Netting.** Where both Parties owe Activity Fees to each other for the same reporting period, the Parties may agree to net the amounts, and only the net balance shall be payable by the Party owing the larger amount.

## Article 12. Flexible Payment Terms

The present Article applies only where the Special Conditions expressly state that Activity Fees, in whole or in part, are paid under the FlexUp Economic Model and governed by a FlexUp Charter.

- 12.1 **Application of the FlexUp Model.** Where the Special Conditions specify that Activity Fees are to be paid as Flexible Commitments, as defined in the Charter, such Commitments shall be governed by the Charter and by the article "Accounting and Remuneration under the FlexUp Model" of the FlexUp-GC.
- 12.2 **Interaction with Classic Payment Terms.** Where the Special Conditions provide that Activity Fees are paid partly under the Classic System and partly under the FlexUp Economic Model:
- a) the Classic System portion is governed by Article 11;

- b) the FlexUp Economic Model portion is governed by this Article, the Charter, and the article "Accounting and Remuneration under the FlexUp Model" of the FlexUp-GC; and
- c) no duplication of compensation may arise.

12.3 **Electronic Statements.** Without prejudice to the article "Records, Transactions, and Payments" of the FlexUp-GC, Statements may be issued, submitted, and stored through the FlexUp App, or any electronic means designated by the Parties. Electronic Statements conforming to the platform standards shall be valid between the Parties for settlement purposes.

12.4 **Activity Fee Payment in Flexible Instruments.** Where Vendor receives remuneration from the Customer in the form of Credits, Tokens, deferred payments, or any other flexible payment instrument under the FlexUp Economic Model, any Activity Fee owed to the other Party shall, by default, be paid in the same form and proportion as such instruments. Vendor shall transfer to the other Party the corresponding share of the same instruments received from the Customer.

12.5 **Optional Alternative Remuneration.** The Party entitled to Activity Fees (the "**Entitled Party**") may request to receive its Activity Fees in Credits issued by Vendor instead of Credits issued by the Customer. Acceptance of such request is at the discretion of Vendor.

Where Vendor agrees to such conversion, the Activity Fee shall be adjusted to reflect the additional administrative burden and the diversification benefit offered by Vendor's portfolio. Unless otherwise agreed In Writing, the following default conversion applies: an Activity Fee of X% in Customer Credits converts to X/2% in Credits issued by Vendor (e.g., 5% in Customer Credits becomes 2.5% in Vendor Credits).

The Parties acknowledge that this adjustment reflects:

- a) the administrative cost associated with managing the conversion; and
- b) the diversification benefit obtained by receiving Credits linked to the broader activity of Vendor rather than to a single Customer.

## Article 13. Duration and Termination

Without prejudice to the provisions of Article "Duration and Termination" and Article "Remediation and Termination for Material Breach" of the FlexUp-GC, the following additional provisions apply to Contracts.

13.1 **Duration.** Unless otherwise specified in the Special Conditions, this Contract is of Indefinite Duration as defined in the FlexUp-GC.

13.2 **Effects of Cessation.** Cessation of the Contract shall not affect:

- a) any rights or obligations accrued prior to the effective date of Cessation, including any Activity Fees relating to Customers, Engagements, and Orders confirmed before Cessation;
- b) intellectual property and branding obligations under Article 14;
- c) the applicable provisions of the FlexUp-GC; or
- d) any other obligation expressly intended to survive Cessation.

Activity Fee obligations for Customers, Engagements, and Orders confirmed prior to Cessation continue until expiry of the applicable Activity Fee Period.

13.3 **Replacement of prior referral agreements.** Any prior referral contract previously concluded between the Parties shall cease to have effect for future activities from the Effective Date of this Contract onward. Any rights, obligations, or compensation accrued prior to the Effective Date shall remain governed by the terms of that prior agreement unless otherwise expressly agreed In Writing. From the Effective Date onward, all new referrals, activities, and compensation mechanisms between the Parties shall be governed exclusively by this Contract.

## **Article 14. Intellectual Property and Branding**

Without prejudice to Article "Intellectual Property" of the FlexUp-GC, the following additional provisions apply to Contracts.

- 14.1 Neither Party shall use the other Party's name, logo, or marketing materials without prior written consent.
- 14.2 Neither Party shall register, attempt to register, or challenge the other Party's trademarks, trade names, or domain names, nor register any confusingly similar marks.
- 14.3 Where the IP and Brand Usage Activity applies in respect of a given Engagement or Order, the Party owning or controlling the relevant IP grants to the other Party a limited, non-exclusive, non-transferable licence to use such IP solely for the purpose of delivering services to the relevant Customer under the relevant Engagement or Order. This licence shall terminate automatically upon Cessation of the Contract or upon the end of the relevant Engagement or Order, whichever is earlier.

## **Article 15. Non-Circumvention**

- 15.1 Neither Party shall take any action intended to circumvent or undermine the other Party's rights under this Contract, including without limitation:
  - a) directly or indirectly engaging with a Customer introduced by the other Party in a manner that bypasses the Collaboration and avoids Activity Fees;
  - b) encouraging a Customer to restructure its relationship to reduce or eliminate the other Party's Activity Fees;
  - c) using confidential information or Customer contacts obtained through the Collaboration to develop competing relationships outside the scope of this Contract; or
  - d) engaging third parties to perform activities that would otherwise be subject to Activity Fees under this Contract.
- 15.2 The non-circumvention obligation applies during the term of this Contract and for the duration of any surviving Activity Fee Period following Cessation.
- 15.3 In case of breach of this Article, the non-breaching Party shall be entitled to claim compensation for the damages incurred, including but not limited to the Activity Fees that would have been payable absent the circumvention.