FlexUp Securities Transfer Agreement – General Conditions (“Securities Transfer-GC”)

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Preamble

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

This Securities Transfer Agreement is entered into by and between **Seller** and **Buyer**, as defined in the Securities Transfer Agreement - Special Conditions, and who shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

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

Article 1. Composition and interpretation of the Contract

1.1 The Contract may include the following documents, listed in descending order of priority:

a) the FlexUp Securities Transfer Agreement – Special Conditions (“**Securities Transfer-SC**”), which identifies Parties and the specific parameters of the Contract.

b) the FlexUp Charter – Special Conditions (“**Charter-SC**”), which is specific to the Project defined therein.

c) one or more FlexUp Securities Transfer Agreement – Additional Conditions ("**Securities Transfer-AC**"), if applicable, which supplement or adapt the Contract to the relevant context or jurisdiction.

d) the FlexUp Securities Transfer Agreement – General Conditions (“**Securities Transfer-GC**”, the present document),

e) the FlexUp Charter – General Conditions (“**Charter-GC**”); which applies to all FlexUp projects worldwide.

f) the FlexUp General Conditions ("**FlexUp-GC**"), which applies to all FlexUp contracts that refer to them.

1.2 The contract is composed of the documents listed in Article 1.1 that are expressly designated as applicable in the Securities Transfer-SC, together with any additional documents expressly incorporated therein. The applicable documents form an inseparable contractual whole and are collectively referred to as the "**Securities Transfer Agreement”** or in this document 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 The documents composing the General Conditions are incorporated by reference and are not required to be appended to the Agreement.

1.4 For each document composing the General Conditions, the applicable version is the latest version published on the FlexUp website (www.flexup.org) as of the date of the signature of the Securities Transfer-SC, subject to the update mechanisms described in the FlexUp-GC.

Article 2. Definitions and interpretation

2.1 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).

Defined Term	Definition
Buyer	Means the party that receives a contribution under this Contract; in this case, the Securities(s) forming the subject of the Transfer from Seller.
Seller	Means the party that provides a contribution under the Contract; in this case, transfers the Securities(s) forming the subject of the Transfer to Buyer
Issuer	Means the Project as the economic business unit that has adopted the FlexUp Charter and, under its rules, owes the Securities(s) forming the subject of this Transfer contract.
Securities	Means a Commitment constituting a binding obligation of Issuer to pay an amount to the holder thereof, arising from a financial contribution under a Funding Contract with the Issuer. Securities are always of Credit or Token Priority within the Equity priority group, issued under the Charter and identified in the Special Conditions as the subject of this Transfer contract.

Article 3. Transfer of Securities

3.1 Seller agrees to sell, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, the Securities emitted by the Issuer, on the terms and conditions set forth in the Contract.

3.2 Transfer shall occur on the Transfer Date.

Article 4. Consideration

4.1 In consideration of the Transfer, Buyer shall pay Seller the Price, which is established net of VAT, if applicable, in accordance with the Payment Terms.

Article 5. Associate Contracts

5.1 This Contract is subject to the Charter of the Project and is therefore classified as an Associate Contract, in which both Parties are Associates.

Article 6. Representations and warranties. Transfer Restrictions

6.1 The Parties acknowledge and warrant that:

a) they are fully aware of the requirements for the validity of the present Transfer stated in the Charter, in particular the Article relating to the "Transfer process”.

b) they have respected the Transfer Process, notwithstanding conditions applicable that exonerate the Parties from such measures.

c) the Parties acknowledge that the Transfer remains strictly contingent upon the Buyer successfully completing any eventual anti-money laundering compliance checks required by the Project or applicable law.

d) any Transfer made in violation of the Charter would be considered null and void.

e) the Securities do not, by themselves, entitle the holder to any voting, governance, or property rights in the Project.

Article 7. Representations and warranties of the Parties

7.1 Seller represents and warrants to Buyer that:

a) the Securities are free and clear of any liens, claims, charges, or encumbrances.

b) Seller has full power and authority to enter into this Contract and to sell the Securities as contemplated herein.

7.2 Buyer represents and warrants to Seller that:

a) Buyer has full power and authority to enter into this Contract and to purchase the Securities as contemplated herein, and that they are acquiring the Securities for their own account and not for illegal public resale.

7.3 Both Parties represent and warrant that:

a) by signing this Contract, the Parties confirm that they have received, reviewed, and understood all the documents that compose the Contract, as listed in Article 1.1, which together form an inseparable whole, and agree without reservation to all terms and conditions described therein; and

b) they have received independent legal, financial, and tax advice and have fully assessed the risks of entering into this Contract.

Article 8. Limitation of FlexUp's Liability and Tax Acknowledgments

8.1 **Platform Role:** The Parties acknowledge that FlexUp SASU (and its representatives) acts solely as a software and record-keeping platform provider. Save where FlexUp SASU is itself identified as Buyer or Seller in the Special Conditions, FlexUp is not a Party to this Contract, does not act as a broker-dealer, agent, legal or financial advisor, and does not guarantee the value, legal validity, or financial viability of the Securities. Where FlexUp SASU is identified as Buyer or Seller in the Special Conditions, it acts in that capacity only, and this Article otherwise continues to apply to its separate role as platform provider.

8.2 **Registration Rights:** The Project, acting through the Project Secretary, retains the sole right and obligation to refuse the registration of any Transfer request that violates the Charter or applicable law. FlexUp SASU shall bear no liability for the Project Secretary's actions, nor for ensuring the Transfer Process is respected by the Parties.

8.3 **Tax and Reporting Obligations:** The Transfer of Securities may trigger tax, reporting, or other legal obligations in the jurisdictions where the Parties or the Project are tax resident. The Parties warrant that they are solely responsible for managing all necessary disclosures, reporting, tax withholding, capital gains declarations, and payment of any applicable transfer taxes or stamp duties. FlexUp SASU provides no tax or legal advice and shall be held harmless against any breach of statutory duty by the Parties.

Article 9. Indemnification

9.1 Each Party agrees to indemnify and hold harmless the other Party from and against any losses, liabilities, damages, and expenses resulting from any breach of any representation or warranty made by such Party in this Contract.

Article 10. Governing Law

10.1 This Contract shall be governed by and construed in accordance with the laws specified in the Charter, unless otherwise stated in the Special Conditions.

Article 11. Amendments

11.1 This Contract may only be amended in writing signed by both Parties.

Article 12. Entire Contract

12.1 This Contract contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.