

FlexUp Dispute Resolution Procedure - General Conditions (Dispute Resolution-GC)

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Preamble

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

This Contract governs the procedure by which any Party to a contract in the FlexUp ecosystem might submit a dispute to FlexUp in order to clarify the terms and conditions, reach an interpretation of the different FlexUp rules and mechanisms, as well as for FlexUp to mediate between Parties when any kind of dispute arises between them.

The Dispute Resolution-GC is incorporated by reference into each Special Conditions that refer to it, which identifies the Parties, specifies which contractual documents apply, and defines the parameters of the investment relationship. Together with the other documents applicable to the Contract as specified in the Special Conditions, the Dispute Resolution-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).

All prices reflected in this document are in Euros, and nets of Value Added Tax.

Article 1. Composition of the Contract

- 1.1 The Contract may include the following documents, listed in descending order of priority:
 - a) any contract, whether part of the FlexUp legal ecosystem or not, in which the Special Conditions or any other clause derive, delegate or assign the Dispute Resolution-GC as the relevant procedure to follow for dispute resolution,
 - b) one or more FlexUp Dispute Resolution Procedure - Additional Conditions ("**Dispute Resolution-AC**"), if applicable, which supplement or adapt the Contract to the relevant context or jurisdiction,
 - c) the FlexUp Dispute Resolution Procedure - General Conditions ("**Dispute Resolution-GC**"), the present document,
 - d) 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 corresponding Special Conditions, 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 Special Conditions that refer to and opt into these General Conditions.
 - b) "**General Conditions**" refers to the Dispute Resolution-GC, where applicable, to any Dispute Resolution-AC expressly incorporated into the Contract, and the FlexUp-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) as of the date of signature of the respective Special Conditions, subject to the update mechanisms described in the 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).

Defined Term	Definition
Dispute	A dispute between the Project and one or more Associates, or between Associates, which may be referred to mediation in accordance with Article 5.
Interpretation Note	The note issued by FlexUp under Article 4, providing anonymised answers, addressed to no person in particular, to a written question on the interpretation or application of the Charter, the FlexUp Economic Model, or any other contractual document published by FlexUp.
Mediator	The member of FlexUp's personnel, or the external mediator, designated by FlexUp to conduct a mediation in accordance with Article 14.
Recommendation	The reasoned proposal for the resolution of a Dispute contained in the Report, issued in accordance with Article 10.
Report	The written report issued by FlexUp at the close of a mediation, in accordance with Article 10.
Retail Party	Means, in relation to a Dispute, a Party who: a) did not enter into the contract from which the dispute arises in the course of their trade, business, craft or profession; or b) where the dispute concerns the subscription, holding, transfer or redemption of securities, financial instruments or any other investment, is a natural person, or is classified (or would be classified, if classified) as a non-professional or retail client, or is not a qualified investor, under the financial-markets law applicable to that contract.
Significant Interest	In relation to FlexUp and any Person: a) holding Commitments of that Person whose aggregate Outstanding Amount exceeds 10% of that Person's total Outstanding Amount of Outflows, or exceeds €50,000; b) holding any Stock of that Person or any right to acquire it; c) any right to appoint or nominate the Secretary or a Council Member; or d) being party to any Contract with that Person other than a contract under which FlexUp supplies products or services to that Person in the ordinary course of its business. Being a client of FlexUp is not, of itself, a Significant Interest.

Article 3. Object and scope

- 3.1 This Contract establishes two distinct services provided by FlexUp for conflict resolution between the Holder of a Project and one or more of its Associates, or between Associates, in its capacity as operator of the Platform:
 - a) The issue of Interpretation Notes on the meaning of the Charter and of the other contractual documents published by FlexUp; and
 - b) The conduct of mediation.
- 3.2 FlexUp provides these services as a neutral third party. It does not act as a court, as an arbitrator, or as a representative, agent, intermediary, fiduciary or trustee of any party, and it does not exercise any jurisdictional function.
- 3.3 Where a Dispute is between Associates, it may be referred to mediation by joint written request of the Associates concerned, which FlexUp may accept or decline. Article 6 does not apply.

Article 4. Interpretation Notes (Tier 1)

- 4.1 The Project, a Councillor, an Associate or group of Associates holding at least 10% of the votes may submit to FlexUp a written question on the interpretation or application of the Charter, of the FlexUp Economic Model, or of any other contractual document published by FlexUp.
- 4.2 The submission shall be done through the corresponding section of the FlexUp application, or via e-mail at dispute.resolution@flexup.org, only if the application is not yet deployed.
- 4.3 FlexUp shall first verify that the person requesting the interpretation complies with Article 4.1 and 8.1 of the present document.
- 4.4 FlexUp shall issue a note on the matter within 15 business days, with a possibility to extend for another 15 business days, providing anonymised answers to the relevant question and addressed to no person in particular (an "**Interpretation Note**").
- 4.5 An Interpretation Note does not bind either of the Parties that might be part of the disagreement that originated the issue, however it will be admissible as evidence in any further proceeding as the opinion of the author of a document on how to interpret either the document or matter to which it relates.
- 4.6 The Interpretation Note shall be published in the FlexUp site and will inspire further iterations of the FlexUp documents and processes, in order to address the issues that originated the disagreement.
- 4.7 The procedure detailed in this Article is limited to documents published by FlexUp. It does not extend to any other contract, nor to the facts of any dispute.

Article 5. Mediation (Tier 2)

- 5.1 Any Party in a contract which is subject to mediation can request a mediation procedure, in which FlexUp is appointed as mediator. The dispute may be between the Project and one or more Associates, or between Associates (a "**Dispute**").
- 5.2 The Dispute may concern:
 - a) the Charter or any document published by FlexUp;
 - b) the contracts engaged through FlexUp's legal framework; or
 - c) any other subject matter which is not excluded by its nature, determined in the following Article.
- 5.3 The following is a non-exhaustive list of matters of Dispute that may not be referred to mediation:
 - a) any matter which applicable law reserves to a court, a public authority or a mandatory dispute-resolution procedure;

- b) any criminal matter, or any matter arising under insolvency or collective-proceedings law;
- c) any employment matter, to the extent that the applicable law confers exclusive jurisdiction on a labour court or equivalent body;
- d) any tax or social-security assessment;
- e) any matter which cannot lawfully be the subject of a settlement under the applicable law; or
- f) any matter which the applicable law assigns to a statutory, regulatory or publicly-supervised ombudsman, consumer mediator or equivalent body whose services must be made available free of charge to one of the Parties, to the extent of that assignment.

5.4 Nothing in this Article prevents any party from applying at any time to a competent court for interim, protective, provisional or evidentiary measures, nor limits any right to bring proceedings.

Article 6. Prior recourse to mediation

- 6.1 Before initiating any judicial, arbitral or other contentious proceeding in respect of a Dispute, each party shall first refer the Dispute to FlexUp for mediation in accordance with this Article and shall not initiate such proceeding until the mediation has been closed.
- 6.2 The prior recourse to mediation does not prevent the simultaneous application for interim, protective, provisional or evidentiary measures, nor where the delay would cause a right to become time-barred.
- 6.3 A Dispute involving a Retail Party:
 - a) is not subject to this Article, unless that Retail Party has itself requested the mediation or has confirmed its agreement to submit to it In Writing and after the Dispute has arisen. The capacity in which a Party contracts is recorded in the Act of Adhesion, in the relevant Associate Contract, or in the Special Conditions of the contract concerned.
 - b) FlexUp shall inform that Party, before the mediation begins:
 - i. that a free statutory or regulatory mediation route may be available in their jurisdiction in respect of the Dispute;
 - ii. that a mediation under these General Conditions is additional to, and never in substitution for, any such route;
 - iii. the potential allocation of fees, under Article 17, to which they shall expressly agree In Writing, after the Dispute has arisen and before starting the mediation procedure.

Article 7. Submission of a mediation Request:

- 7.1 Any Party qualified as per Article 5.1 can submit a request for a mediation procedure.
- 7.2 The submission shall be done through the corresponding section of the FlexUp application, or via e-mail at dispute.resolution@flexup.org, only if the application is not yet deployed.
- 7.3 FlexUp shall first verify that the person requesting the mediation as well as the subject matter comply with Article 4.1 and Article 8.1.

Article 8. FlexUp's right to decline:

- 8.1 FlexUp may decline to issue an Interpretation Note where the question:
 - a) falls outside the scope of this Article;
 - b) has already been addressed by a published Interpretation Note;
 - c) concerns the facts of a particular dispute rather than the meaning of a document;
 - d) is manifestly abusive or repetitive; or

- e) where the applicable fees have not been paid or if it has a reason to believe the fees will not be paid.
- 8.2 A refusal shall state its reasons and shall be notified to the applicant.
- 8.3 FlexUp may decline to conduct a mediation, or may terminate it at any point during the procedure, where:
 - a) a ground of disqualification applies;
 - b) FlexUp declares the lack of capacity or competence to conduct it;
 - c) the fees have not been paid or secured or FlexUp has a reason to believe that the eventual fees will not be likely paid; or
 - d) FlexUp determines that one of the parties is acting in bad faith.
- 8.4 In any case, FlexUp reserves the right to decline any request for an Interpretation Note or a mediation without having provide the reasoning for doing so.

Article 9. Good-faith collaboration.

- 9.1 Each party to a mediation shall collaborate with FlexUp and with the other party in good faith, and shall in particular:
 - a) participate in the mediation personally or through a representative having authority to settle;
 - b) respond to FlexUp's requests within the periods it sets;
 - c) provide the documents, information and explanations reasonably required by FlexUp to understand the Dispute, or justify the impossibility to do, if the case may be;
 - d) state its position, its claims and its grievances clearly and completely, and refrain from misleading FlexUp or the other party; and
 - e) engage seriously in the search for a resolution, including by considering the concessions it is prepared to make.

Article 10. The Recommendation – Duty to consider.

- 10.1 At the close of a mediation, FlexUp issues a written report (the "**Report**") containing: a neutral summary of each party's position as confirmed by that party; FlexUp's analysis; a reasoned proposal for the resolution of the Dispute (the "**Recommendation**"); and, where FlexUp considers it appropriate, its assessment of the extent to which each party acted in good faith.
- 10.2 No party is obliged to accept the Recommendation. The Recommendation is not binding and becomes binding only if and to the extent that the parties sign a settlement agreement giving effect to it.
- 10.3 In case of refusal, each party shall nonetheless genuinely consider the Recommendation and shall within 15 days notify FlexUp and the other party In Writing either that it accepts the Recommendation, in whole or in part, or that it does not.
- 10.4 A party which does not accept the Recommendation shall state, in that notification, a reasoned explanation identifying the elements it does not accept and why it considers them unfounded, inequitable or otherwise unacceptable. A refusal to accept without precisely stating the reasons, a blanket refusal without reasoning or a failure to respond within the period, constitutes a breach of the principle of good faith. The arguments given by each party shall integrate the Report, and no party shall make use of the Report without including them.
- 10.5 No party incurs any liability, and no adverse consequence arises under the Charter, by reason only of having refused the Recommendation.

Article 11. Confidentiality and evidentiary use

- 11.1 The mediation is confidential. No Party, the Mediator or any other person participating in it, may disclose or rely on, in any proceeding, any position, admission, concession, offer or document prepared or created for the purposes of the mediation, except with the written agreement of the party concerned.
- 11.2 The fact that a document was disclosed or referred to in the mediation does not render it inadmissible in any proceeding if it would otherwise be admissible.
- 11.3 The confidentiality stated previously does not prevent the parties from disclosing:
- a) That a mediation procedure was initiated.
 - b) The dates and parties involved.
 - c) Whether the mediation procedure was completed, or if it was terminated, and the reasons for termination.
- 11.4 Both Parties agree and engage to destroy all drafts, propositions, and working documents relating to the matters discussed in the mediation, as well as notes taken during meetings, upon the conclusion of the mediation, and shall recognise that no document prepared or created for the purposes of the mediation procedure shall be admissible as evidence.
- 11.5 By way of exception, the Report may be produced by either party in any subsequent proceeding, whether before a court, an arbitrator or a mediator appointed under any mandatory procedure. The Report may not otherwise be published or communicated to any third party.
- 11.6 In any such proceeding, either party may establish, and the Report may evidence, the opinion of the Mediator as an expert on the rules of FlexUp's legal framework, when applicable, and whether and to what extent each party acted in good faith.
- 11.7 Paragraph 11.3a) does not prevent proof of the fact that a mediation took place, of who participated, of the dates, or of whether a party responded.

Article 12. Mediation closing.

- 12.1 The mediation closes:
- a) on the signature of a settlement agreement;
 - b) if FlexUp declines or terminates the mediation;
 - c) if the mediation has not been closed within 60 days of the referral;
 - d) if the adverse party has not confirmed its participation within 15 days of the referral;
 - e) on the expiry date of the recommendation; or
 - f) on written withdrawal by the proposing party.

Article 13. Independence — disqualification of FlexUp

- 13.1 FlexUp shall not act, and no member of FlexUp's personnel shall act, as Mediator where, at the date of the referral or at any time thereafter:
- a) FlexUp or an Affiliate of FlexUp is a party to the Dispute;
 - b) FlexUp or an Affiliate holds a Significant Interest in any party to the Dispute;
 - c) FlexUp or an Affiliate is the Secretary or a Council Member of the Project; or
 - d) any other circumstance exists likely to affect FlexUp's independence or impartiality.
- 13.2 Where paragraph a) applies, the obligation in 6.1 does not arise and each party is free to proceed, without prejudice to the parties agreeing on another mediator.

Article 14. The Mediator.

- 14.1 FlexUp designates a member of its team or an external mediator who has had no prior involvement in the Dispute or in the commercial relationship between the parties, and whose remuneration is not linked to the outcome. The Mediator shall disclose In Writing, before accepting, any circumstance likely to affect their independence or impartiality. Either party may object with reasons within 7 days, in which case FlexUp designates another Mediator.

Article 15. Governing law of the mediation procedure.

- 15.1 The Mediator shall take into consideration the matter in the context of the applicable law and jurisdiction designated in the contract from which the Dispute arises.
- 15.2 Notwithstanding, the mediation service provided by FlexUp under this Article, and the contractual relationship between FlexUp and the parties in respect of it, are governed by French law, and the courts of Paris have exclusive jurisdiction over any dispute arising out of that service between FlexUp and a Party of the mediation.
- 15.3 The mediation is a private contractual mediation. It does not constitute, and does not replace, any mediation, conciliation or other pre-action procedure required by applicable law, which the parties remain solely responsible for observing. Where applicable law requires such a procedure, the parties shall carry it out separately.
- 15.4 Where the law of a jurisdiction reserves the conduct of mediation to authorised or registered persons, this Article does not authorize FlexUp to conduct a mediation in breach of that law, and 6.1 does not apply to the extent of that restriction.

Article 16. Fees and cost allocation for the Interpretation Notes.

- 16.1 The fees for the processing of Interpretation Notes (Tier 1) are the following:

Project size	Allowance – Free Notes per period	Fee per additional Note
Free Plan	0	200€
Pro Plan	0	200€
Scale Plan	1	175€
Enterprise Plan	2	150€
Corporate Plan	As set in the subscription	As set in the subscription

- a) Complementary note Allowances are calculated per rolling three-month period.
- b) The rejection of an Interpretation Note request by reasons of manifest noncompliance with Article 8.1 and will result in the corresponding fee being invoiced to the requesting Party.
- c) Associates who do not meet the Article 4.1, can request an Interpretation Note, but do not benefit from the Allowance.

Article 17. Fees and cost allocation for the mediation.

- 17.1 Election of payment mechanism. At the time of entering into the Contract, the Client may elect how the fees for Mediation under this Article are to be paid, as between:
- a) **"Prepaid Fee"**, as described in Article 17.2; or
- b) **"Pay-per-Use"** as described in Article 17.3.

In the absence of an express election, the Pay-per-Use mechanism in Article 17.3 applies by default.

- 17.2 Prepaid Fee.

- a) For so long as the election remains in effect, the Prepaid Fee is calculated as 0.5% of the value of each Order issued under the contract and is charged as a surcharge on top of the price of that Order, payable by the Party who is the Client of the respective Order.
- b) Payment of the Prepaid Fee in respect of an Order entitles the Client to have any Mediation arising out of a Dispute relating to that Order conducted without further charge, within the limits of the Initial Package described in the Pay-per-use system.
- c) The Prepaid Fee is consideration for guaranteed advance access to the mediation service on the terms of this Article, calculated by reference to FlexUp's expected cost of providing that access. For the avoidance of doubt, it is not a payment contingent on the occurrence of a future uncertain event, does not indemnify any Party against any loss, and shall not be characterised, marketed or construed as insurance or as risk cover of any kind.
- d) The Prepaid Fee is non-refundable.

17.3 Pay-per-use.

- a) In the Report, the Mediator will determine the allocation of those fees between the parties, as they consider it equitable having regard in particular to the complexity of the subject matter raised, the amount in issue and particularly weighing the conduct of each party under Article 9 and Article 10.
- b) Both Parties recognise that when subjecting the issue to mediation, they agree to the fees contained in this document, and agree to be bound by the allocation determined by the Mediator.
- c) FlexUp will charge standard rates for a mediation procedure which shall be modulated by: time invested, size of the project and amount of the contract subject of the claim. For recurring contracts, the last twelve rolling months will be taken into account, if the contract was less than twelve months old the monthly average of the contract shall be annualised.

17.4 The fee structure is as follows, determining a minimum of hours of mediation required, according to the amounts in Dispute, where the Initial Package determines hours billed by the mediators at a rate of 150€/hr, which each additional hour being billed at 100€/hr. These hourly rates are references prices; the rate actually billed shall be calculated in accordance with the FlexAdjust price mechanism set out in the Charter.

Mediation Level	Floor	Ceiling (Less than)	Initial Package Amount of hours /
1	0	5 000€	3 hours
2	5 001€	10 000€	4 hours
3	10 001€	25 000€	5 hours
4	25 001€	50 000€	6 hours
5	50 001€	100 000€	7 hours
6	100 001€	250 000€	10 hours
7	250 001€	500 000€	15 hours
8	500 001€	1 000 000€	20 hours
9	1 000 001€		25 hours

17.5 General Provisions.

- a) The hours billed by the Mediator include not only the actual time spent with the parties but the time preparing the case and the Resolution.
- b) The costs of a mediation instances to which the Project is a party are a permitted use of the Strategic Reserve up to €10,000 per Financial Year without the Council validation otherwise required by Article "Annual Resolutions" of the FlexUp Charter.
- c) The rejection of a mediation request by reasons of noncompliance with Article 5 and 8.3c) of the present document will result in the flat fee equivalent to 300€ be invoiced to the requesting Party.

Article 18. No legal advice; no regulated activity.

- 18.1 Neither an Interpretation Note, a Report nor a Recommendation constitutes legal, tax or accounting advice to any party, and each party remains solely responsible for obtaining independent professional advice. FlexUp does not act under the title or regulatory framework of any regulated profession.