FlexUp Professional Services Agreement – General Conditions (Services-GC)

Published by FlexUp on 15th November 2026

Preamble

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

The Services-GC is to be read together with the FlexUp General Conditions ("**FlexUp-GC**"), which sets out the general terms applicable to all contracts under the FlexUp contractual framework where expressly incorporated. In the event of any inconsistency between the Services-GC and the FlexUp-GC, the Services-GC shall prevail to the extent of the inconsistency.

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

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 of the Contract

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

a) the FlexUp Professional Services Order – Special Conditions ("**Services-OSC**"), if applicable, which contains the specific elements of each Order;

b) the FlexUp Professional Services Agreement – Special Conditions ("**Services-SC**"), which identifies 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 Professional Services Agreement – Additional Conditions ("**Services-AC**"), if applicable, which supplement or adapt the Contract to the relevant context or jurisdiction;

e) the FlexUp Professional Services Agreement – General Conditions ("**Services-GC**"), the present document, which applies to all professional services contracts that refer to it;

f) the FlexUp Charter – General Conditions ("**Charter-GC**"), if applicable, which applies to all FlexUp projects worldwide;

g) 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 Services-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 Services-SC and, where applicable, to the Services-OSC and Charter-SC.

b) "**General Conditions**" refers to the Services-GC, the FlexUp-GC and, where applicable, the Services-AC and/or the Charter-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) as of the date of signature of the Services-SC or, where relevant, the applicable Services-OSC, subject to the update mechanisms described in the General Conditions.

Article 2. Composition of Orders

In accordance with Article "Orders" of the FlexUp-GC, an Order under a Professional Services Contract comprises the following elements, whether contained in the Order itself or in the Contract that the Order is part of:

a) identities of Supplier and Client;

b) services to be Delivered by Supplier;

c) Remuneration to be paid by Client for the Delivery of Services;

d) Payment Structure, detailing, if applicable, the division of the Remuneration into distinct Tranches, with their corresponding Payment Terms, including the Firm Price and any Bonuses as defined in Article 6;

e) specific criteria for the Confirmation, Delivery, Declaration, and Acceptance of the Order.

Article 3. Supplier obligations

3.1 Supplier shall Deliver Services to Client for Confirmed Orders on the terms and conditions indicated in the Contract.

3.2 It is expressly agreed that the obligations undertaken by Supplier under the Contract are obligations of means, unless expressly agreed otherwise In Writing.

3.3 Supplier shall exercise due care in the performance of the Services and do everything in its power to ensure that the Services rendered to Client are satisfactory.

3.4 Supplier shall co-ordinate its activities with Client and perform the Services as per the schedule to be agreed upon and updated as necessary with Client.

3.5 Supplier shall allocate the most appropriate material and human resources to the performance of the Services, it being specified, however, that it shall be solely responsible for defining such resources, without Client being able to interfere in any way with this choice.

3.6 Supplier shall keep Client reasonably informed of the progress of the Services, and shall in any event ensure that execution times are compatible with the nature of the assistance to be provided and the degree of urgency of Client's requests.

3.7 In addition, Supplier has a duty to advise Client as to the usefulness of the Services.

Article 4. Client Obligations

4.1 Client shall pay Remuneration to Supplier in accordance with Article "Payment obligations" and subsequent articles of the FlexUp-GC and, for Associate Contracts, with Article 6.

4.2 Client shall provide Supplier with access to sufficient information to enable it to carry out the Services. Client therefore shall cooperate with Supplier to provide it in good time with all documents, information,

and explanations that Supplier may need to carry out the Services in the required time and under the best possible conditions.

4.3 In general, Client shall facilitate Supplier's Delivery as much as possible and not do anything, or allow anything to be done, that could hinder them or make them more difficult or costly.

Article 5. Delivery

Without prejudice to Article "Deliveries" of the FlexUp-GC, in the case of Recurring Orders, Supplier's obligation to submit a Delivery Declaration is waived. If Supplier does not make a Delivery Declaration, the Delivery Declaration shall be deemed tacit on the fifteenth (15th) day following the Delivery Date. For Recurring-Order Contracts, the Delivery Date is the last day of the period (i.e., the last day of the month for monthly Orders) unless provided otherwise in the Contract.

Article 6. Price and Bonuses

This Article applies only if the Contract is an Associate Contract, following the FlexUp Economic Model and subject to a FlexUp Charter. It supplements Article "Accounting and Remuneration under the FlexUp Model" of the FlexUp-GC and the invoicing terms for Associate Contracts set out in the Charter, and prevails over them to the extent of any inconsistency, in accordance with Article 1.1.

6.1 **Price.** The price agreed in the Order (the "**Price**") is the sum of the Firm Price and the Bonuses, excluding Secondary Tokens, as defined in the Charter-GC. These are not part of the Price: they are a conditional supplement to it, and are issued, calculated and paid in accordance with the Charter-GC and the Charter-SC.

6.2 **Firm Price and Bonuses**. The Payment Structure divides the Remuneration of each Order into Tranches, each with its own Priority:

a) the Tranches whose Priority is Firm form the "**Firm Price**" of the Services. The Firm Price is unconditional, and it is due at the Due Date agreed to in each Order regardless of the Project's cash availability at the Due Date;

b) the Tranches whose Priority is Flexible, and the Tokens issued in connection with them under the Charter, form the "**Bonuses**", each a "**Bonus**". Each Bonus is named after its Priority: "**Preferred Bonus**", "**Flex Bonus**", "**Superflex Bonus**", "**Credit Bonus**", or "**Token Bonus**". Preferred, Flex, and Superflex Bonuses ("**Monthly Bonuses**") are processed in the Monthly Cycle. Credit and Token Bonuses ("**Annual Bonuses**") are processed in the Annual Cycle.

The first word of each Bonus name only identifies its Priority. For example, a Credit Bonus is not a credit, a loan, or an advance, and a Token Bonus is not a security.

6.3 **Nature of Bonuses**. The Parties agree that each Bonus is subject to the condition precedent set out in Article 6.4, and that the Bonuses are the conditional part of the Price, except Secondary Tokens, which are a conditional supplement to the Price. Accordingly:

a) a Bonus is a conditional part of the consideration for the Services to which it relates. It is neither a salary nor any other employment remuneration, and it is not a share of profits or a distribution of profits;

b) a Bonus is not a sum already due whose payment is merely postponed by a payment term. It is not a loan, an advance, or the deferred payment of an existing debt, and no debt in respect of a Bonus arises before it becomes Payable;

c) a Bonus, including a Token Bonus, is not a share, a security, or a financial instrument. It does not grant any right in the share capital, Stock, or corporate governance of Client, unless the Charter provides for the conversion of Tokens into Stock in accordance with its Article "Stock Issue and Token Equivalence";

d) a Bonus is not discretionary. Its amount and its payment are determined by the rules of the Charter, and Client shall pay it once it becomes Payable; and

e) until it becomes Payable, a Bonus is neither certain in its principle nor determined in its amount. If it never becomes Payable, nothing is owed in respect of it.

The terms "buyback", "redemption", "Redeemable", and "distribution" used in the Charter describe how Bonuses are paid. They do not make a Bonus a security, nor its payment a distribution of profits.

6.4 **Condition**. A Bonus, or part of it, becomes Payable, as defined in the Charter, only when the Resolution that processes it under the Charter allocates a Payable Amount to it:

a) for Monthly Bonuses: in the Monthly Resolutions, based on the Project's Available Cash and in the order of Priorities set out in the Charter; and

b) for Annual Bonuses: in the Annual Resolutions, based on the Project's Net Excess Cash at the end of the Financial Year, as allocated in accordance with the Charter to the payment of Credit Bonuses (Credit Buybacks) and Token Bonuses (Token Buybacks and Distributions).

Where the condition is met for part of a Bonus only, as determined under the Charter-GC and the Charter-SC, only that part becomes Payable. No payment obligation arises for the remainder, which remains a conditional obligation, carried forward or converted in accordance with the Charter, unless and until the condition is met for it.

6.5 **Objective condition**. The condition set out in Article 6.4 depends on the Project's cash, as determined by the rules of the Charter, such as the order of Priorities, the Reserves, and the allocation keys of the Annual Cycle. It does not depend on the sole will of Client. Client may not change these rules unilaterally; they may only be changed in accordance with the Charter. Once a Resolution is approved, it is binding, and Client shall pay the Payable Amount in accordance with the Charter.

6.6 **Payment and invoicing**. By way of derogation from Article "Payment obligations" of the FlexUp-GC:

a) Acceptance of a Delivery gives rise to Client's obligation to pay the Firm Price only. Supplier shall invoice the Firm Price upon Acceptance of each Delivery;

b) Supplier shall not invoice a Bonus, and Client is not required to pay it, before it becomes Payable. Supplier shall invoice each Payable Amount after the Resolution that determined it, with a reference to the relevant Order and Resolution, as part of the Price of the Services to which the Bonus relates or, for the Token Bonuses attached to Secondary Tokens, as a supplement to that Price. The invoice shall describe the Payable Amount as a price or price supplement for those Services, and not as a buyback, distribution, or other payment on Tokens; and

c) before a Bonus becomes Payable, Supplier may issue a Proforma stating the Bonus and its conditional nature, for information, budgeting, or planning purposes only. A Proforma is not an invoice, a payment request, or an acknowledgement of debt.

6.7 **Tax and accounting treatment**. In line with Article 6.3, the Parties treat each Bonus as consideration for the Services only when, and to the extent that, it becomes Payable. Accordingly, before a Bonus becomes Payable:

a) Supplier holds no receivable, and Client has no debt, in respect of it. The Parties therefore do not record it as income, expense, receivable, or liability, without prejudice to its disclosure as a contingent commitment where the applicable accounting rules require it; and

b) neither the Order Confirmation, nor the issue of Tokens, nor the Delivery, nor the Vesting of a Bonus constitutes a payment of that Bonus, in cash or in kind.

Value added tax and any equivalent indirect tax apply to each Payable Amount as provided by the applicable law. This Article sets out the Parties' agreed contractual characterisation of Bonuses. Each Party remains solely responsible for its own tax and accounting treatment under the applicable law,

including the recording, in the accounts of a financial year, of Bonuses that relate to that year and become Payable before those accounts are approved.

6.8 **Tokens**. The issue of Tokens to Supplier under the Charter records Supplier's conditional right to Token Bonuses. It is not a payment, in cash or in kind, and no Bonus becomes Payable upon issue. The Token Index is a Notional reference value used to calculate the number of Tokens and the amount of Token Bonuses. It is not the market value of a Token, and any increase in the Token Index is a parameter for calculating Token Bonuses, not interest.

6.9 **Transfers**. Where the Charter allows a Bonus, including a Token Bonus, to be transferred, the transfer is an assignment of Supplier's conditional claim under the Contract. It does not change the nature of the Bonus, which remains a conditional part of the consideration for the Services, subject to this Article. Transfers of Bonuses are governed by the Charter-GC, the Charter-SC and, where the Parties use it, the Receivables Transfer-GC.

6.10 **Project as Supplier**. Where Supplier is the Project, this Article applies, *mutatis mutandis*, to the Flexible Commitments owed by Supplier to Client, which are conditional rebates on the price of the Services.

Article 7. Revenue-Based Fees

This Article applies only if the Special Conditions provide for fees linked to revenues generated by Client from Customers as a result of Supplier's referral, sales, delivery, or other contribution under the Contract, including a Referral Fee, Sales Fee, Billable Fee, or any similar revenue-based fees ("**Revenue-Based Fees**").

7.1 For the purposes of this Article:

a) "**Customer**" means any third party from which Client generates revenue as a result of Supplier's referral, sales, delivery, or other contribution under the Contract.

b) "**Customer Transaction**" means any order, contract, subscription, assignment, transaction, or other remunerated operation between Client and a Customer.

c) "**Revenue Base**" means the net amounts actually received by Client from a Customer under a Customer Transaction or, where the relevant revenue is paid under the FlexUp Economic Model, the net amounts committed, issued, or recognised under the applicable Charter. The Revenue Base excludes VAT and other sales taxes, refunds, credits, chargebacks, discounts granted at or before invoicing, pass-through costs, reimbursable expenses invoiced at cost, and any other amount expressly excluded in the Special Conditions.

d) "**Billable Amount**" means the portion of the amounts invoiced, received, committed, issued, or recognised by Client from a Customer that is attributable to Supplier's billable work under the Contract, excluding VAT and other sales taxes, refunds, credits, chargebacks, discounts granted at or before invoicing, pass-through costs, reimbursable expenses invoiced at cost, and any other amount expressly excluded in the Special Conditions.

e) "**Referral Validity Period**" means the period of twelve (12) months starting from the date on which Supplier refers a Customer to Client, or any other period specified in the Special Conditions.

f) "**Adjustment Factor**" means the percentage allocated to Supplier's contribution where several persons contributed to the same referral, sale, delivery, or revenue-generating activity.

7.2 A "**Referral Fee**" remunerates Supplier for introducing a Customer to Client where that introduction is an effective and traceable cause of a commercial relationship. Unless the Special Conditions provide otherwise, a Referral Fee applies only if Client signs a first Customer Transaction with the Customer during the Referral Validity Period, and then applies customer-wide to the Revenue Base generated from that Customer during the applicable fee period.

7.3 A "**Sales Fee**" remunerates Supplier for materially conducting or closing the sales process for a Customer Transaction, including qualification, presentation, negotiation, and obtaining signature or other binding commitment from the Customer. Unless the Special Conditions provide otherwise:

a) for a Customer Transaction structured as a single order or recurring-order contract, the Sales Fee applies to that order or recurring series; and

b) for a Customer Transaction structured as an occasional-order framework, the Sales Fee applies only to the specific orders secured by Supplier.

For recurring-order contracts, the Sales Fee also applies to any incremental Revenue Base generated by Supplier's material contribution to an upsell, renewal, expansion, additional recurring order, or similar increase in the recurring revenue of the relevant Customer.

In all cases, the Sales Fee applies only within the period set out in Article 7.7.

7.4 A "**Billable Fee**" remunerates Supplier for Services performed under the Contract that are directly billable by Client to a Customer. Unless the Special Conditions provide otherwise, a Billable Fee is calculated on the Billable Amount.

7.5 Unless the Special Conditions provide otherwise, Revenue-Based Fees are calculated as follows:

a) Referral Fee or Sales Fee = applicable rate x Revenue Base x applicable Adjustment Factor.

b) Billable Fee = applicable rate x Billable Amount x applicable Adjustment Factor.

7.6 Where Supplier performs several remunerated activities for the same Customer or Customer Transaction, including referral, sales, and delivery activities, the corresponding Revenue-Based Fees are cumulative, unless the Special Conditions provide otherwise. No double remuneration shall be due for the same activity on the same calculation basis.

7.7 Unless the Special Conditions provide otherwise, Referral Fees apply for thirty-six (36) months from the date of signature of the first Customer Transaction with the relevant Customer.

Sales Fees apply for the duration of the relevant Customer Transaction to which they relate, including any similar orders in a recurring-order contract and any renewals of that Customer Transaction, up to a maximum of thirty-six (36) months from the date of signature of that Customer Transaction, whether it is structured as a single order or as a recurring-order contract. Renewals and similar orders do not restart this period. Sales Fees on incremental Revenue Base generated by Supplier's material contribution to an upsell, expansion, or additional recurring order apply for up to thirty-six (36) months from the date of signature of the corresponding order or contract.

Billable Fees apply for the duration of the billable work to which they relate.

7.8 Under a classic payment structure, Revenue-Based Fees are earned and payable only when Client has actually received the corresponding Revenue Base or Billable Amount in cleared funds. Under the FlexUp Economic Model, Revenue-Based Fees are earned when the corresponding amount is committed, issued, or recognised under the applicable Charter, and shall be allocated to Supplier in the same form and payment structure as the corresponding revenue, unless the Special Conditions provide otherwise. Any part of a Revenue-Based Fee allocated to a Flexible Priority is a Bonus, subject to Article 6.

7.9 No Revenue-Based Fee is due in respect of revenue or Billable Amount that is unpaid, disputed, cancelled, refunded, charged back, generated outside the applicable fee period, generated outside the scope specified in the Special Conditions, or attributable to activities that Supplier did not perform or materially contribute to.

7.10 Where several persons contributed to the same referral, sale, delivery, or other revenue-generating activity, the relevant Revenue-Based Fee shall be allocated through Adjustment Factors reflecting their respective contribution. The combined Adjustment Factors for the same activity and calculation basis shall not exceed one hundred per cent (100%). Unless the Special Conditions provide another allocation method, Client shall determine the applicable Adjustment Factors reasonably and in good faith, based on the nature, timing, and materiality of each contribution.

7.11 Client shall keep sufficient records to calculate Revenue-Based Fees and shall provide Supplier, upon reasonable request, with a summary of the amounts attributable to Supplier's Revenue-Based Fee. Such

summary shall not require disclosure of confidential pricing structures, contracts, or commercial terms beyond what is reasonably necessary to verify the calculation.

7.12 Contract Cessation shall not affect Revenue-Based Fees relating to Customers or Customer Transactions confirmed before the effective date of Cessation. Such rights shall survive until the expiry of the applicable fee period, subject to the exclusions and conditions set out in this Article and in the Special Conditions.

7.13 **No mandate**. Supplier performs its referral and sales activities as an independent service provider. Unless the Special Conditions expressly provide otherwise, Supplier has no authority to bind Client or to conclude Customer Transactions in the name and on behalf of Client. Client concludes each Customer Transaction and remains free to accept or refuse it.

Article 8. Vesting of Bonuses

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

8.1 This Article outlines the general mechanism under which Supplier keeps its rights to certain Bonuses upon Contract Cessation ("**Vesting**"). The Vesting conditions apply only if, and to the extent, expressly stated in the Special Conditions.

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

a) the particular types of Bonuses subject to these Vesting conditions (the "**Vesting Bonuses**");

b) the applicable look-back period(s) preceding the effective date of Contract Cessation during which Vesting Bonuses were created and are subject to Vesting conditions (each a "**Vesting Period**"); and

c) the specific Cessation scenario(s) that trigger the potential cancellation of unvested Vesting Bonuses (each a "**Cessation Event**").

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

8.4 Notwithstanding Article 8.3 above, a Vesting Bonus shall be deemed fully vested if, as of the effective date of Contract Cessation, it has achieved the status of "Payable" or "Paid" as defined in the FlexUp Charter, irrespective of the Vesting Period during which it was created.

8.5 The specific details governing Vesting, including the identification of Vesting Bonuses, the duration of Vesting Periods, and the definition of Cessation Events, shall be determined exclusively by the Special Conditions.

8.6 Vesting does not make a Bonus Payable. A vested Bonus remains subject to Article 6, and its Vesting does not, in itself, give rise to any payment, invoice, or income.

Article 9. Independent contractor

9.1 In addition to Article "Independence and absence of partnership" of the FlexUp-GC, the following provisions apply to Professional Services Contracts and prevail over it to the extent of any inconsistency.

9.2 **Independent status**. Supplier is an independent contractor and not an employee, partner, or agent of Client. The Contract does not create any relationship of subordination between Client and Supplier, or between Client and Supplier's staff or subcontractors. Supplier is not entitled to any rights, benefits, or

privileges that Client provides to its employees, such as paid leave, health insurance, retirement benefits, or unemployment insurance.

9.3 **Registration**. Supplier warrants that it carries on an independent professional activity and that it is registered as such with the competent authorities, as required by the applicable law (e.g. in a trade, professional, or social security register). Supplier shall provide Client, upon request, with evidence of this registration, and of its compliance with its tax and social security declaration and payment obligations, including at signature of the Contract and at the intervals required by the applicable law. Supplier shall inform Client without delay of any change in its status.

9.4 **Taxes and social contributions**. Client shall not withhold taxes or social security contributions on behalf of Supplier, unless the applicable law requires it. Supplier is solely responsible for declaring and paying all taxes and social security contributions due on the Remuneration, including on Bonuses when they become Payable.

9.5 **No subordination**. Client may define the Services, the expected Deliverables, and their deadlines, and may accept or reject Deliveries in accordance with the Contract. Client may give general directions on the objectives of the Services, but has no power to give Supplier orders or instructions on how to perform them, to supervise or control Supplier's work other than through the Acceptance of Deliveries, or to impose disciplinary measures on Supplier. In case of non-performance, Client's remedies are limited to those provided in the Contract, such as Claims, damages, or Termination.

9.6 **Organisation of work**. Supplier determines its own schedule, working hours, place of work, methods, and resources for performing the Services. The Parties may agree on deadlines or milestone dates for Deliverables, and on the dates of specific activities that require both Parties, such as meetings or workshops. Supplier does not need Client's authorisation to be unavailable; it shall only inform Client in good time when its unavailability may affect agreed deadlines or meetings.

9.7 **Volumes and time records**. Any estimated volume of hours, hourly rate, or timesheet provided for in the Contract is used only to estimate, plan, and calculate the Remuneration for the Services. It does not create any obligation of presence, fixed working hours, minimum volume, or exclusivity, and does not allow Client to control Supplier's working time. A low volume of Services is not a breach of the Contract unless the Special Conditions expressly provide otherwise, and may only give rise to the termination rights and Vesting consequences expressly provided in the Contract.

9.8 **No integration**. Supplier is not integrated into Client's organisation. Supplier does not hold any position in Client's hierarchy, has no hierarchical authority over Client's staff, and is not subject to the internal rules that Client applies to its employees, except for health, safety, security, and confidentiality rules when using Client's premises or systems. Supplier participates in Client's meetings and decision-making processes only to the extent necessary for the Services. Where Supplier uses tools made available by Client for practical reasons, such as an email address, collaboration software, or premises, this use does not imply any integration into Client's organisation.

9.9 **Resources and staff**. Supplier shall provide its own tools, equipment, and resources necessary for the Services, unless the Parties agree otherwise In Writing. Unless the Special Conditions require the Services to be performed by a named person, Supplier may perform the Services through its own staff and, with Client's prior consent In Writing, which shall not be unreasonably withheld, through subcontractors, provided that they are bound by confidentiality obligations at least equivalent to those of the Contract. Supplier remains responsible for their performance.

9.10 **Other clients and business risk**. The Contract is for the provision of specific Services, and there is no guarantee of ongoing work beyond its scope. Each Order is a standalone engagement. Supplier is free to provide services to other clients, including during the Contract, subject only to Article 10 to Article 12 and to its confidentiality obligations. Supplier bears the costs and risks of its own activity, including its insurance and professional liability. The conditional nature of Bonuses reflects a commercial risk that Supplier accepts as an independent business, in exchange for the Token Bonuses granted under the Charter.

9.11 **Performance in practice**. The Parties shall perform the Contract in a manner consistent with this Article. If either Party considers that the actual conditions of performance no longer comply with it, it shall notify the other Party In Writing, and the Parties shall promptly adapt these conditions or, failing that, either Party may Terminate the Contract.

Article 10. Non-Competition

10.1 Supplier agrees that, for the duration of this Contract and for a period of twelve (12) months following its Cessation, it shall not directly or indirectly:

a) compete with Client in any business activity that is substantially similar to the Services provided under this Contract; or

b) provide services to, or otherwise engage with, any competitor of Client that would be in direct conflict with Client's business interests.

10.2 The non-competition obligation applies to the territories and markets where Client conducts its business at the time of signature of the Contract.

10.3 **Justification**. Unless the Special Conditions provide otherwise, Supplier acknowledges that Client's business and market are specific, and that Supplier was neither active in, nor familiar with, that business or market before the Contract. The knowledge, methods, and relationships that Supplier gains from working for Client would therefore be the main reason for any competing activity. Supplier acknowledges that a cooling-off period of twelve (12) months is reasonable and proportionate to Client's legitimate interests.

10.4 **Prior activities**. This Article does not apply to activities that Supplier can demonstrate it carried on before the signature of the Contract, or that are listed in the Special Conditions. It does not prevent Supplier from carrying on its profession for clients outside Client's business and market.

10.5 Any exemption to this obligation must be explicitly authorised In Writing by Client prior to engagement.

Article 11. Non-Solicitation

11.1 Both Client and Supplier agree that, for the duration of this Contract and for a period of twelve (12) months following its Cessation, neither Party shall directly or indirectly:

a) solicit, recruit, or encourage any employee, contractor, or agent of the other Party to terminate their relationship with their current employer to work for the soliciting Party; or

b) solicit, approach, contract with, or attempt to do business with any client or prospect of the other Party with whom the soliciting Party had contact or became aware of in connection with the performance of the Services, for the purpose of offering competing or substitutable services.

11.2 This clause does not apply where:

a) the restriction relates to general advertisements for employment not specifically directed at the other Party's employees or contractors; or

b) the soliciting Party can demonstrate that a direct and substantive business or professional relationship with the relevant person or entity existed prior to the signature of the Contract.

11.3 In the event of a breach of this provision, the non-breaching Party shall be entitled to claim compensation for any direct or indirect damages incurred as a result.

Article 12. Loyalty, Non-Circumvention, and protection of relationships

12.1 **Principle of loyalty**

Throughout the duration of the Contract, Supplier shall act loyally and in good faith towards Client and shall not seek to appropriate, circumvent, or exploit for its own benefit any business relationship, opportunity, or resource made available to it in the course of performing the Services.

12.2 **Non-Solicitation of clients and prospects**

From the date of signature of the Contract and for a period of twelve (12) months following its termination or expiration, the Supplier shall not, directly or indirectly, solicit, approach, contract with, or attempt to do business with any client or prospect of the Client with whom the Supplier had contact or became aware of in connection with the performance of the Services, for the purpose of offering competing or substitutable services.

This restriction shall not apply where the Supplier can demonstrate that a direct and substantive business relationship with the relevant client or prospect existed prior to the signature of the Contract.

12.3 **Non-Poaching of Personnel and Suppliers**

From the date of signature of the Contract and for a period of twelve (12) months following its Cessation, neither Party shall, directly or indirectly, solicit, recruit, engage, or attempt to engage any employee, contractor, advisor, or supplier of the other Party with whom they had contact or became aware of in connection with the performance of the Services.

This restriction shall not apply where the soliciting Party can demonstrate that a professional or commercial relationship with the relevant person or entity existed prior to the signature of the Contract, or where the other Party has given its prior written consent.

12.4 **Compensation**

In the event of a breach of any obligation set out in this Article, the non-breaching Party shall be entitled to claim compensation for any direct or indirect damages incurred as a result.

12.5 **Proportionality**

Parties acknowledge that the obligations set out in this Article are proportionate, necessary to protect each Party's legitimate business interests, and do not prevent either Party from carrying out its professional activity in general.

Article 13. Intellectual Property Rights

Without prejudice and in accordance with Article "Intellectual Property" of the FlexUp-GC, the following additional provisions apply to the ownership and licensing of intellectual property under Professional Services Contracts.

13.1 **Definitions**:

a) "**Background**" means IP which is held by a Party before the signature of the Contract.

b) "**Foreground**" means IP which is acquired or developed after the signature of the Contract and within the scope of the Contract.

c) "**Individual Foreground**" means Foreground acquired or developed solely by one Party.

d) "**Joint Foreground**" means Foreground acquired or developed jointly by both Parties.

e) "**Sideground**" refers to IP acquired or developed by a Party after the signature of the Contract but independently of the Contract.

13.2 **Ownership of Background IP**:

a) Each Party shall remain the exclusive owner of the IP Rights related to its own Background and Sideground.

b) Nothing in this Contract shall be construed as transferring ownership of any Background IP from one Party to the other.

13.3 **Licence to Use Background IP**:

a) Supplier grants Client a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable licence to use Supplier's Background IP solely to the extent necessary for Client to use and enjoy the Foreground IP delivered under this Contract.

b) This licence is limited to the purposes of the Contract and Client's internal business operations related to the Foreground IP.

c) Client shall not use Supplier's Background IP for any other purpose without the prior written consent of Supplier.

13.4 **Ownership of Foreground IP**:

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

13.5 **Supplier's Obligations Regarding Foreground IP**:

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

13.6 **Supplier's Retention of Rights**:

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