

GILION

Referral Program Terms

1. Background

- 1.1. This agreement (the “**Agreement**”) constitutes a legally binding agreement between Gilion AB reg. no. 559264-9726, Eriksbergsgatan 27, 114 30, Stockholm, Sweden (“**Gilion**”, “**we**”, “**our**” and “**us**”) and the company that has participated in the referral program (the “**Participant**”) (hereinafter each referred to as a “**Party**” and jointly as the “**Parties**”).
- 1.2. By submitting the referral form on Gilion’s website (the “**Referral Form**”) and accepting this Agreement, you as the intro maker represent and warrant that (i) you have the right to represent the Participant, (ii) you have full legal authority to bind the Participant to this Agreement, and (iii) that your agreement to this Agreement will be treated as the Participant’s agreement.
- 1.3. Gilion is committed to supporting new founders and companies on their journey to build generational companies. By submitting the Referral Form, the Participant agrees to introduce a representative of a prospective customer to Gilion and seek to collect a fee in accordance with this Agreement.
- 1.4. The participation in the referral program is voluntary, non-exclusive, and allows the Participant in its sole discretion to choose whether or not to participate without any obligation to make referrals. Gilion does not guarantee any minimum number of referrals being accepted or financial compensation outside of the specified fees as set out in this Agreement.

2. General terms

- 2.1. The Participant introduces a prospective customer to Gilion by submitting the Referral Form available on Gilion’s website. The prospective customer shall satisfy all of the following qualification criteria (“**Qualification Criteria**”):
 - The prospective customer must have a B2B or B2C Software as a Service business model;
 - The prospective customer must generate more than €500.000 in annual recurring revenue as of the last twelve months;
 - The prospective customer’s headquarter must be located in Sweden, Germany, Denmark or Finland;

- The contact person of the prospective customer introduced by the Participant must be either founder, CEO, CFO, COO, COB, or be responsible for funding at the prospective customer;
- The contact person of the prospective customer referred by the Participant has provided their consent to being referred to Gilion and must be open to an introduction to Gilion for the purpose of obtaining financing in the next twelve months;
- The prospective customer must not already be a customer of Gilion or has had an active dialogue with Gilion within the last 12 months.

2.2. Gilion may in its sole discretion determine whether the Qualification Criteria have been fulfilled and whether the Participant is eligible to receive any of the fees set out below.

2.3. Gilion agrees to pay the Participant a fee for the referral (“**Referral Fee**”) provided that the Qualification Criteria are fulfilled and that an introduction meeting between Gilion and the prospective customer occurs within 2 months from submission of the Referral Form. The Referral Fee shall amount to €350 (or its equivalent in SEK, GBP or USD).

2.4. In addition to the Referral Fee, Gilion agrees to pay the Participant a finders fee (“**Finders Fee**”) if the prospective customer (or any of its affiliates) enters into a facility agreement, promissory note or other document(s) governing the financing that was (i) made available by Gilion (or any of its affiliates) or (ii) made available by a third party lender but arranged by Gilion (or any of its affiliates) and such an agreement is entered into within 12 months from the submission of the Referral Form. The Finders Fee shall amount to €3,500 (or its equivalent in SEK, GBP or USD).

2.5. The Participant acknowledges and agrees that all amounts payable by Gilion under this Agreement includes any taxes payable by Gilion. The Participant is solely responsible for any tax obligations arising from the fees received under the local laws from time to time.

2.6. Any out of pocket expenses, or other costs or expenses related to the delivery incurred by the Participant shall not be reimbursed by Gilion.

2.7. After Gilion’s approval of the Participant’s eligibility of receiving any of the fees described above, the fee shall become payable within 30 days after Gilion receives an invoice issued by the Participant and the necessary information to execute such payment.

3. **Data Privacy**

The Parties agree that both the Participant and Gilion will act as separate data controllers when processing personal data about the Participant as well as the representatives of the prospective customers. Gilion’s processing of personal data is described [here](#).

4. **Confidentiality**

4.1. For the purpose of this Agreement, a confidential information means any information about a Party’s (or any of its Affiliates’) business and operations (including but not limited to products, methods, techniques, or projects) and any other information that should reasonably be understood as confidential given the nature of the information or the circumstances surrounding its disclosure

that a Party discloses or, that is disclosed on its behalf (the “**Disclosing Party**”), to the other Party (the “**Receiving Party**”) in connection with the referral program.

- 4.2. Each Party undertakes to: (i) use Confidential Information only in accordance with this Agreement, and (ii) take appropriate organizational and technical measures to safeguard the confidentiality of the Confidential Information received from the Disclosing Party and exercise at least the same degree of care as it applies to its own Confidential Information.
- 4.3. Each Party undertakes not to disclose, without the other Party's prior written consent, to any third party any Confidential Information. This confidentiality obligation does not apply to information that the Party can demonstrate has become known to the Party other than through the Platform or which is publicly known. Furthermore, the confidentiality obligation does not apply when a Party is required to disclose such information by law or regulation, court or government order or binding stock exchange regulations. Where a Party is required to disclose information in such way, it shall notify the other Party prior to disclosure and to the extent possible ensure that the receiving third party processes the information as confidential information. The confidentiality obligations set out herein shall apply during the Term and for a period of two (2) years thereafter.

5. **Term and termination**

This Agreement commences when the Participant submits the Referral Form and is terminated upon the later of (i) Gilion's decision regarding the Participant eligibility of collecting any of the fees under this Agreement, and (ii) Gilion's payment of the Referral Fee, or (iii) Gilion's payment of the Finders Fee.

6. **Miscellaneous**

6.1. Nature of relationship

The Parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties is created hereby. Notwithstanding any other provision in this Agreement, this Agreement shall not create or confer (whether expressly or by implication) any rights or other benefits in favor of any person, not a party hereto.

6.2. Entire agreement

The Parties confirm that this Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to their use of the Services, the Platform and the Result and supersedes all prior agreements (including but not limited to non-disclosure agreements), covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

6.3. Assignment

No Party may assign, pledge or otherwise encumber any of its rights or obligations under this Agreement without the prior written consent of the other Party. However, Gilion may, without the prior written consent of the other Party, assign any of its rights or obligations under this Agreement to an Affiliate, or to another third party as part of a corporate reorganization, upon a

change of control, consolidation, merger, sale of all or substantially all of its business or assets of Gilion.

7. Applicable law and dispute resolution

- 7.1. This Agreement shall be governed by the substantive law of Sweden, without regard to its choice of law provisions.
- 7.2. Any dispute, controversy or claim that solely regards this Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall, unless otherwise agreed between the Parties, be English. Any other dispute, controversy or claim shall be settled in accordance with the Loan Agreement (if entered into).
- 7.3. The Parties undertake and agree that any arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, applicable stock exchange regulations or the regulations of any other recognized marketplace.