



The Collaboration Agreement explained

Overview of the key principles & terms
for FlexUp Collaborators and FlexUp Hubs

www.flexup.org

■ Agenda



- FlexUp introduction
- Collaboration Agreement
- FlexUp Hubs
- Next steps



What is FlexUp?

FlexUp is an **integrated platform**

- helping **startups** and **SMEs**
- **simplify** the way they start, structure and grow their business,
- improving effective **collaboration**
- and boosting **wealth creation** and **fair distribution**.

Four key pillars:



Economic Model

A unified remuneration system aligning the financial interests of all stakeholders



Legal Framework

Standardized contracts ensuring legal clarity and security for all your business transactions



Business App

A simple, powerful app to manage contracts, orders, payments, equity, and governance



Partner Network

A network of advisors, partners, and investors aligned to share risks and rewards over the long term



The Problem & Our Solution

⚠ Building a business is hard

Complexity

Steep learning curve. Heavy admin overhead

Ambiguity

Unclear roles, terms, and upside

Rigidity

Fixed costs, rigid contracts, with little room to adapt

Conflicts

Misaligned incentives create friction and erode trust

Result:

Too many business struggle or fail

💡 FlexUp makes it easy

Simplicity

One platform for your entire business lifecycle

Structure

Standardised framework with clear cash waterfall

Flexibility

Flexible cost structures, resilience and capital efficiency

Collaboration

Unified remuneration system aligns financial interests

Result:

FlexUp helps businesses start and grow



FlexUp Economic Model

⚠ Conventional System

Discrimination → cash waterfall by **participant type**



Result:

Conflicts of interests lead to friction

🧩 FlexUp Economic Model

Non-Discrimination → cash waterfall by **priority level**



Result:

Aligned interests enhance collaboration



■ Agenda

- FlexUp introduction

- Collaboration Agreement

- FlexUp Hubs

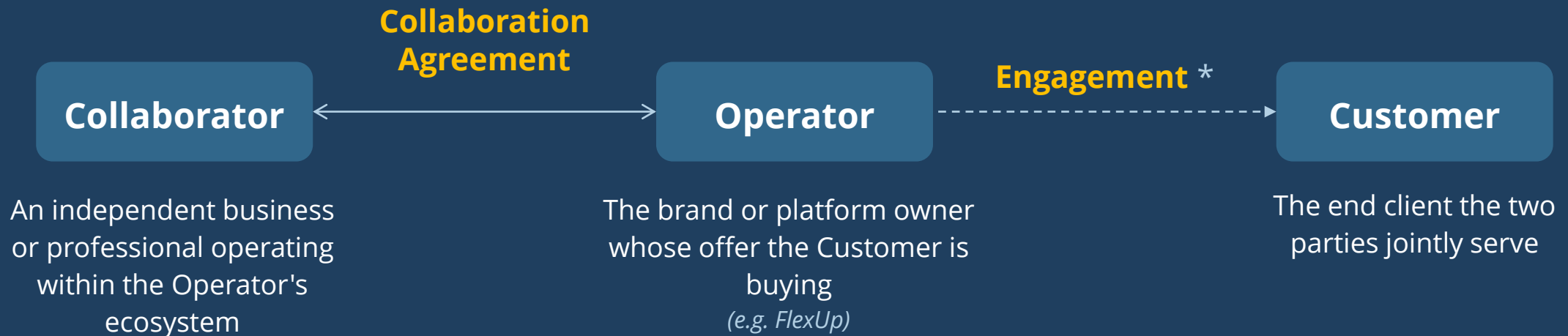
- Next steps

Introduction



A **Collaborator** and an **Operator** sign a Collaboration Agreement:

- to jointly serve shared **Customers**,
- splitting revenue based on the **activities** each party performs.



** If contract is bilateral, operator and collaborator can switch roles, and either can invoice customer*

Key principles



Overview

- The Collaboration Agreement governs:
 - two parties: **collaborator** and **operator**,
 - who jointly serve a shared **customer**
- Each party plays a role in bringing the customer **engagement** to life:
 - no single party does everything,
 - each party can do one or more **activity**
- Revenue is split by **activity**, not by party identity:
 - each activity has a specific **activity rate**,
 - rate is based on activity type, not on who's doing it

Bilateral contracts

- If the contract is **bilateral**, parties can switch roles from one engagement to another
- For each engagement:
 - the **vendor** is the party **invoicing** the customer, and collecting the payment
 - the **performer** is the other party, and is paid by the vendor
- Scenario 1 → *default configuration*
 - vendor is the operator
 - collaborator is the performer
- Scenario 2 → *reverse roles*
 - collaborator is the operator
 - vendor is the performer

Activities & rates

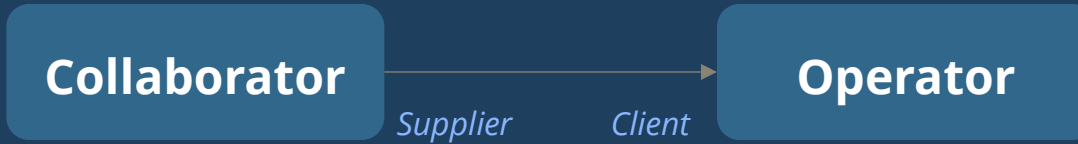


Activity	Rate	Description
Referral	5%	Introducing a prospective customer
Sales	10%	Conducting the full sales process until signature
Invoicing	5%	Signing contract and invoicing customer → determines who is the vendor
IP & brand usage	10% *	When using the IP, brand or licensed materials of either party (<i>* if applicable</i>)
Execution	70% / 80%	The actual delivery of services, products, or value. 70% when IP is used, else 80%.
Total	100%	

Roles



Contract



Scenario 1

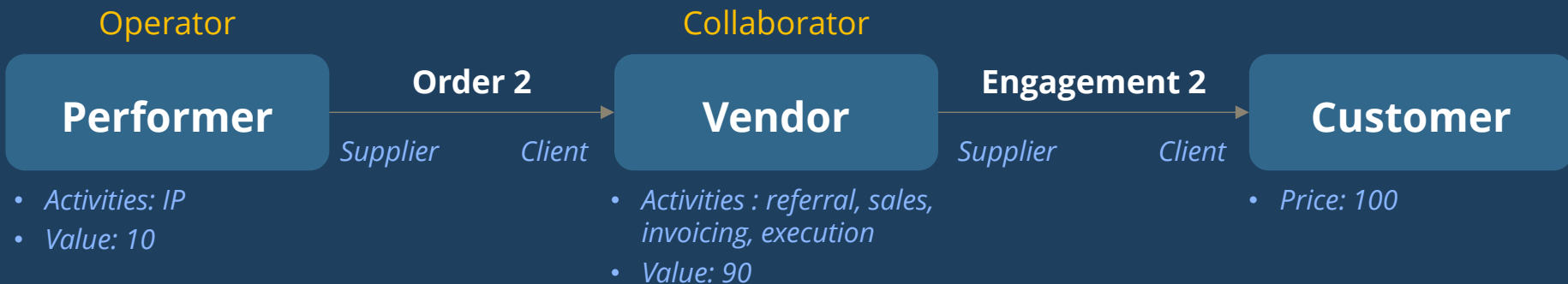
Collaborator selling for Operator



Scenario 2

Reversed roles *

Collaborator using Operator IP



* Phase 2 - once FlexUp has certified that Hub has acquired sufficient expertise



■ Agenda

- FlexUp introduction
- Collaboration Agreement
- FlexUp Hubs
- Next steps

Local Partner & Growth Path

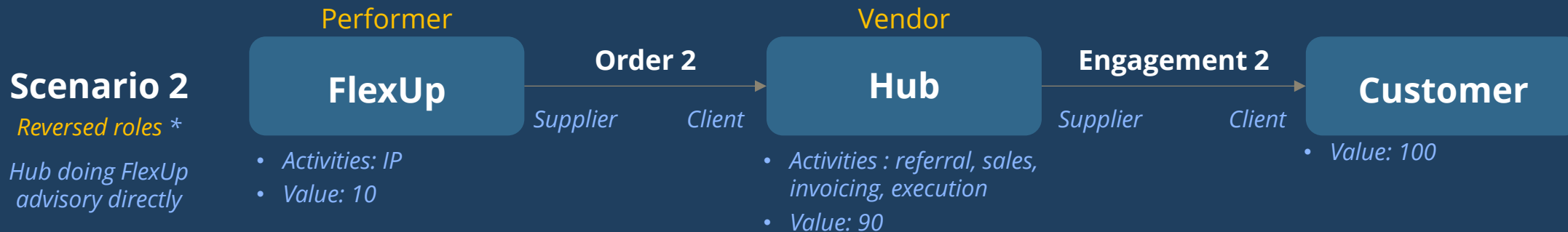
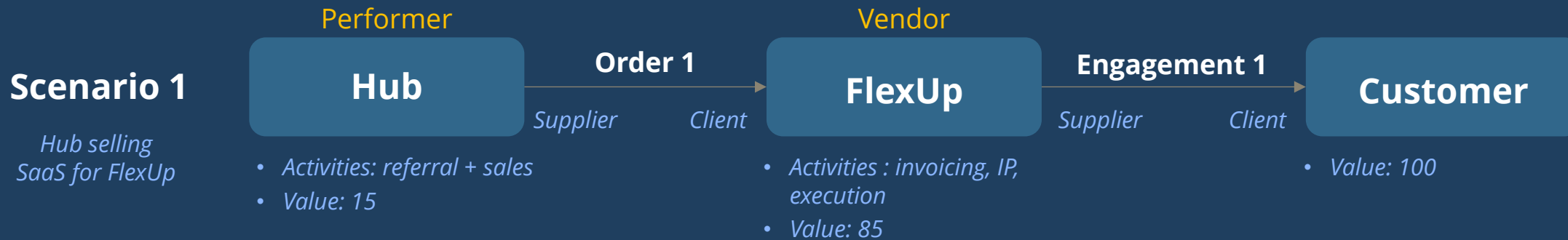
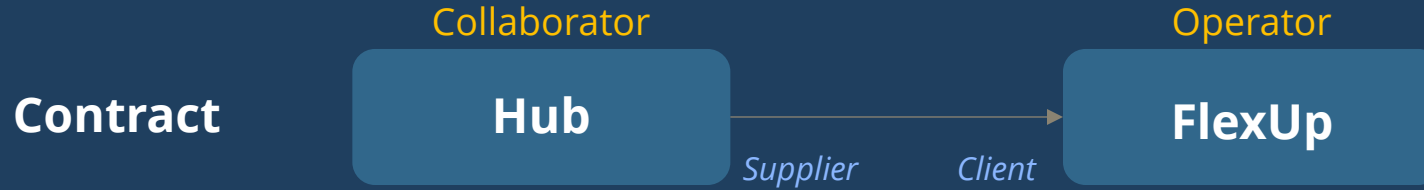


What is a FlexUp Hub?

- A FlexUp Hub is a **local collaborator** that brings the FlexUp ecosystem to life in their country
 - helping startups and SMEs access the tools, advisors, and collaborators they need to grow.
- The Hub is not just a reseller – it is the local engine of the FlexUp **ecosystem**:
 - building community,
 - connecting players, and
 - ensuring that businesses in their market can benefit from the FlexUp platform.

The Hub Journey

- **Phase 1:** Referral & Sales (*→ entry point*)
 - Refers and introduces customers to FlexUp
 - Promotes FlexUp locally & internationally
 - Builds knowledge of the FlexUp ecosystem
- **Phase 2:** FlexUp Advisory (*→ as expertise grows*)
 - Onboards customers into the FlexUp ecosystem
 - Provides FlexUp advisory services to clients
- **Ongoing:** Ecosystem Coordinator
 - Organises local events and builds community
 - Connects local advisors, suppliers, and investors
 - Ensures local players collaborate and grow together



* Phase 2 - once FlexUp has certified that Hub has acquired sufficient expertise



■ Agenda

- FlexUp introduction
- Collaboration Agreement
- FlexUp Hubs
- Next steps

Join the FlexUp ecosystem



Become a Collaborator

For freelancers, consultants, advisors, professionals – and anyone with a great network

- **Monetise your network:** – earn referral and sales fees by introducing FlexUp to the people you already work with
- **Put your expertise to work:** provide FlexUp advisory – and get paid, including in equity
- **Fully flexible:** no exclusivity, no minimum commitment – do it alongside your existing job or business
- **Progressive:** start with referrals, grow into advisory as your FlexUp expertise builds

Become a FlexUp Hub

For local companies and institutions already working with startups, SMEs, or building ecosystems

- **Multiply your impact:** use FlexUp as the platform to coordinate your local ecosystem – events, advisors, investors, service providers
- **Expand your service offer:** bring the full FlexUp toolkit to your clients – beyond what you offer today
- **Generate new revenue:** earn referral, sales, and advisory fees on every FlexUp engagement you drive
- **Become a recognised FlexUp expert:** position your company as the go-to FlexUp expert in your market

Interested? → Join a [workshop](#) or [book a call](#) with our team



Appendices

Key legal terms

For all collaborators including FlexUp Hubs



Flexibility & scope

- A **Hub** signs the same Collaboration Agreement as any **Collaborator** – the distinction is practical:
 - a Collaborator is typically an individual
 - a Hub is a local company with the capacity to build and coordinate the ecosystem.
- **Non-exclusive**
 - Multiple collaborators can operate in the same country
 - FlexUp may appoint other collaborators freely
 - Collaborators may work with other platforms
- **Independent**
 - Collaborators run their own businesses freely
 - No geographic restriction: collaborators can refer and sell FlexUp locally and internationally

Boundaries

- **Non-circumvention**
 - Collaborators may not use FlexUp's confidential information or customer contacts to develop competing relationships – during the contract and after termination.
- **Own activities permitted**
 - Running other businesses, serving other clients, and any activity that does not compete with FlexUp or breach confidentiality is fully permitted.

Activities & rates

Details



Activity	Rate	Detailed description	Scope
Referral	5%	Introducing a prospective Customer where the introduction leads to a first meeting and is the effective cause of a commercial relationship. Customer-wide for 3 years from 1st engagement, if 1st engagement within 12 months of introduction.	Customer-wide
Sales	10%	Conducting the full sales process – qualification, proposal, negotiation, and closing. Must play a material and primary role. Engagement-specific, incentivizing continuous new business.	Engagement-specific
Invoicing	5%	Administrative and financial responsibility for invoicing the Customer, collecting payment, and bearing credit risk. The invoicing Party is by default the Vendor.	Engagement-specific
IP & Brand Usage	10%	Applies when an Engagement uses IP, brand assets, or licensed materials of one Party. If no IP is involved, this Activity does not apply and Execution rises to 80%.	Engagement-specific
Execution	70% / 80%	The actual delivery of services, products, or value to the Customer. Performer is responsible for quality, timeliness, and conformity of deliverables. This is the largest share, reflecting the weight of execution.	Engagement-specific
Total	100%		

Payment structure

For Hubs with resources dedicated to promoting FlexUp, when FlexUp is the vendor



Principles

- **Engagement:** paid by Customer to FlexUp
 - FlexUp is free to offer any payment structure to the customer for any service
 - FlexUp and Hub will jointly agree on commercial guidelines
 - Hub sales team will follow these guidelines
- **Order:** paid by FlexUp to Hub
 - SaaS subscription: **100 % Firm**, always
 - Other services:
 - o Firm up to the actual **amount paid by customer**
 - o **+25%/yr interests** on the deferred amount
(up to a maximum of 2× the deferred amount)

Example - Customer pays 100 € to FlexUp

- Example 1: Client pays 50% Firm + 50% Credit/Flex → **default**
 - FlexUp pays Hub: **15 € Firm** immediately
 - FlexUp keeps: 35 € Firm, 50 € Credit/Flex
- Example 2: Client pays 15% Firm + 85% Credit/Flex
 - FlexUp pays Hub: **15 € Firm** immediately
 - FlexUp keeps: 85 € Credit/Flex

▲ Hub is fully paid immediately

▼ Some payment deferred with interests
- Example 3: Client pays 10% Firm + 90% Credit/Flex
 - FlexUp pays Hub:
 - o **10 € Firm** immediately
 - o **5 € + 25%/yr Firm** later when the client pays
 - FlexUp keeps 90 € Credit/Flex
- Example 4: Client pays 100% Credit/Flex
 - FlexUp pays Hub:
 - o **0 € Firm** immediately
 - o **15 € + 25%/yr Firm** later when the client pays
 - FlexUp keeps 100 € Credit/Flex