

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** that helps **startups and SMEs** **simplify** the way they start, structure and grow their business – by **aligning all stakeholders** around a shared remuneration system, to boost **wealth creation** and its **fair distribution**.

For a more prosperous and stable society

** founders, employees, investors, suppliers and clients*



Building a business is hard. FlexUp makes it easier.

Complexity

Steep learning curve · heavy admin overhead

Ambiguity

Unclear roles, risk, and upside

Rigidity

Fixed costs · rigid contracts · little room to adapt

Conflicts

Misaligned incentives create friction and erode trust

→ Too many business struggle or fail

Simplicity

One platform for your entire business lifecycle

Clarity

Standardised framework with transparent cash waterfall

Flexibility

Flexible cost structures · resilience · capital efficiency

Collaboration

Unified remuneration system aligns all stakeholders

→ FlexUp helps businesses start & grow



A fully **integrated platform** – four pillars working as one



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 and equity



Ecosystem

Advisory, services, and funding – provided seamlessly by FlexUp and its curated network of partners

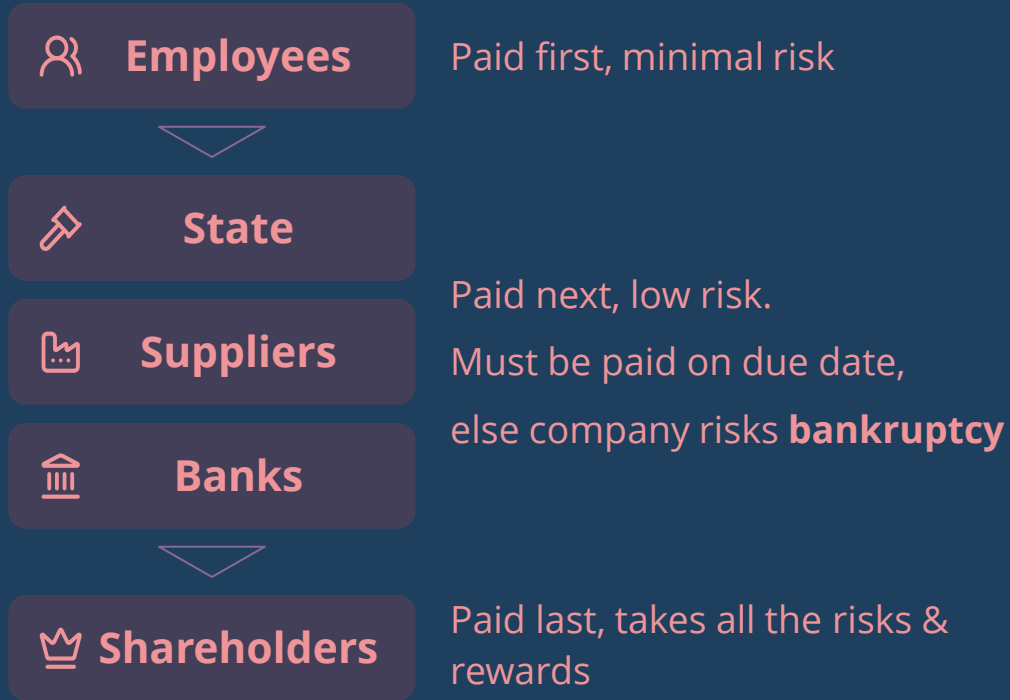


From structural friction to alignment of interests



Conventional System

Discrimination → cash waterfall by **participant type**



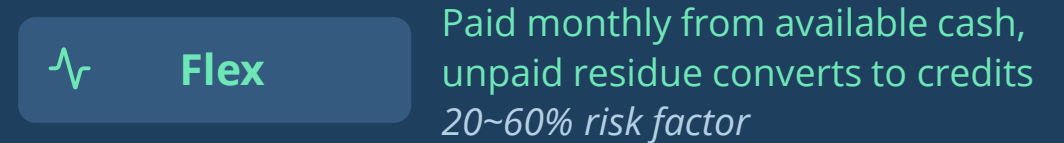
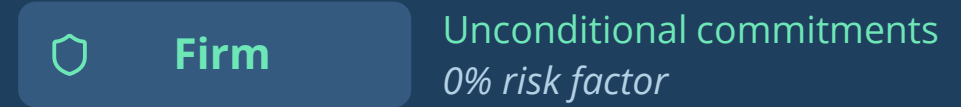
→ **Conflicts of interests lead to friction**



FlexUp Economic Model

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

Monthly:



Annually:



→ **Aligned interests enhance collaboration**



Modular contracts that evolve like software



Key principles

Standardised

Legally sound, best-practice templates

Continuously updated

Evolves like software

Modular

Layered General / Special conditions, for each contract type

Localisation

Additional conditions adapt to each jurisdiction

Growing library

Investment, services, SaaS, employment...



Example – Investment contract

▼ Priority order

Investment-OSC

Order-specific

Investment-SC

Contract-specific

Charter-SC

Project-specific

Investment-AC

Country-specific

Investment-GC

All investment contracts

Charter-GC

FlexUp Economic Model rules

FlexUp-GC

All contract families

GC = General Conditions · SC = Special
AC = Additional · OSC = Order SC

Your business operating system



Launch & Operate

Get running without the usual setup overhead

Start in minutes • No legal entity needed • Full lifecycle management



Automate Equity & Payouts

Programmable cap table and cash distribution

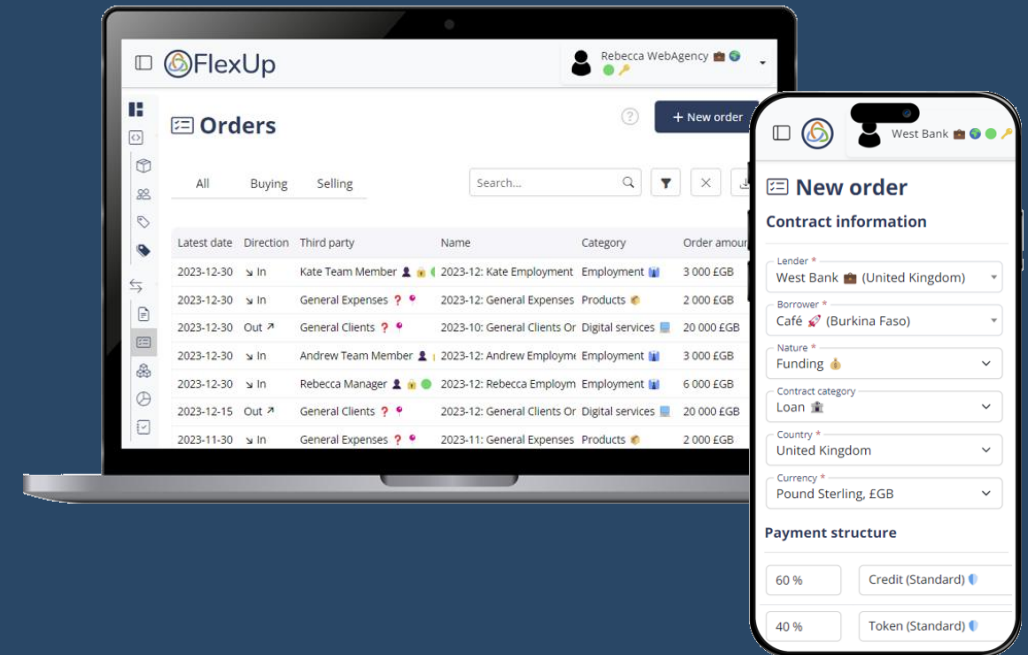
Track contributions • Issue credits & tokens • Auditable cash waterfall



Ensure Transparency

Everyone sees what they need, nothing more

Real-time visibility • Audit trails • Role-based access



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

All the support you need – from FlexUp and its network



What the ecosystem provides

Advisory

Legal, financial, strategic, coaching

Services

Dev, design, marketing, HR, operations, growth

Funding

FlexUp Investor Club, business angels, VCs, institutions

Community

Events, incubators, visibility – turning users into advocates

FlexUp builds the **platform**
Partners **scale** the **network**

How partners join the network

Step 1: Refer

Start referring clients: monetize your network – no delivery commitment required

Step 2: Sell

Run the full sales process and onboard clients onto the platform

Step 3: Deliver

Become an accredited FlexUp expert: provide advisory, services, or talent directly to clients

Step 4: Grow the network

Recruit and mentor new partners – each one adds capacity without adding headcount for FlexUp

Orbital: Deep Tech Startup backed by an incubator in Milan



	Giorgio	Roberto	Nova Labs
Role	<ul style="list-style-type: none"> Co-founder & CEO 	<ul style="list-style-type: none"> Co-founder and CTO 	<ul style="list-style-type: none"> Incubator & Investor
Contribution	<ul style="list-style-type: none"> Work: Engineering + Biz Dev 	<ul style="list-style-type: none"> Work: Engineering + Ops 	<ul style="list-style-type: none"> Funding Rental: Lab space
Remuneration	<ul style="list-style-type: none"> Work: 5 000 €/month 	<ul style="list-style-type: none"> Work: 5 000 €/month 	<ul style="list-style-type: none"> Funding: 10 000 € cash Lab space: 1 000 €/month Incubation: 2 000 €
Payment terms	<ul style="list-style-type: none"> 100% Credit 	<ul style="list-style-type: none"> 30% Firm <i>(paid monthly)</i> 70% Credit <i>(invested in project)</i> 	<ul style="list-style-type: none"> 100% Credit – <i>with redeemable Tokens</i>

Watch a [video demo](#) or view it in the app: [demo.flexup.app](#), email: orbital@example.com, password: [demo](#)



■ Agenda

- FlexUp introduction

- Collaboration Agreement

- FlexUp Hubs

- Next steps

The Collaboration Agreement allows a **collaborator** and an **operator** to jointly serve a **customer**



The company managing the ecosystem,
whose offer the customer is buying
(e.g. FlexUp)

Operator

Collaboration Agreement

Engagement *

Collaborator

Engagement *

Customer

An independent business or professional supporting the sale or execution of the operator's offering within its ecosystem

The customer buying the operator's offer, with the collaborator's support

** If the Collaboration Agreement is bilateral, either party may engage directly with customer*

Key principles



Overview

- The Collaboration Agreement governs:
 - two parties, **collaborator** and **operator**,
 - to jointly serve a **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



Standard value breakdown: 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%	



Referral Fees for Funding

Funding Type	Referral Fee	Description
Grants	5%	Donations, subsidies, ...
Equity	3%	Classic equity (stocks, shares), SAFEs, convertibles, ... As well as any funding using FlexUp's flexible payment terms (such as Credits & Tokens)
Debt	1%	Classic debt and loans



Bilateral contracts allow for roles to be reversed

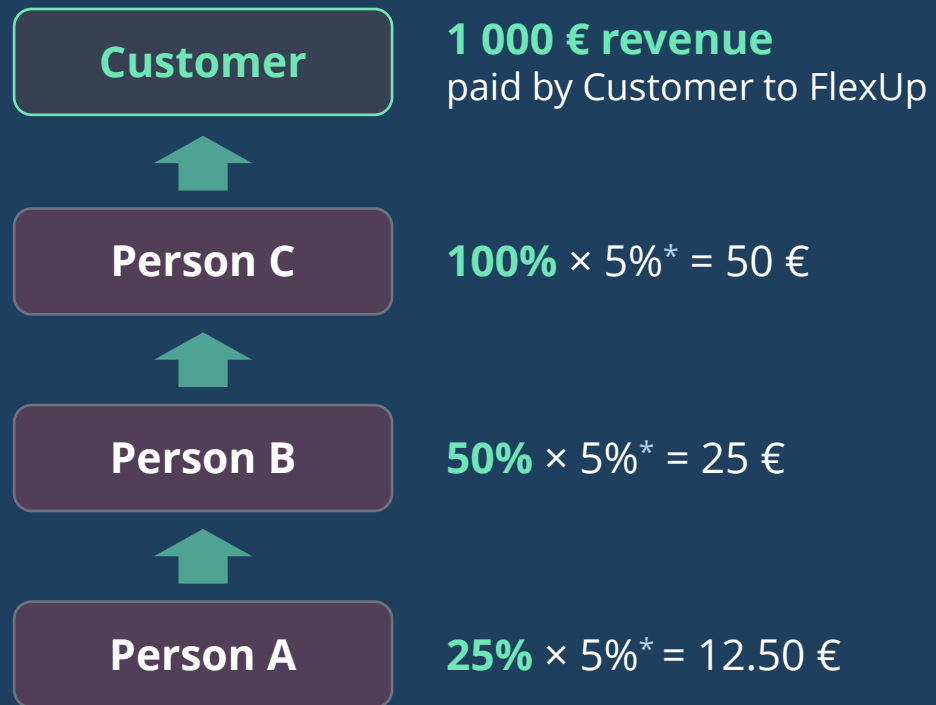




Multi-Party Referral Attribution

Chain Referral

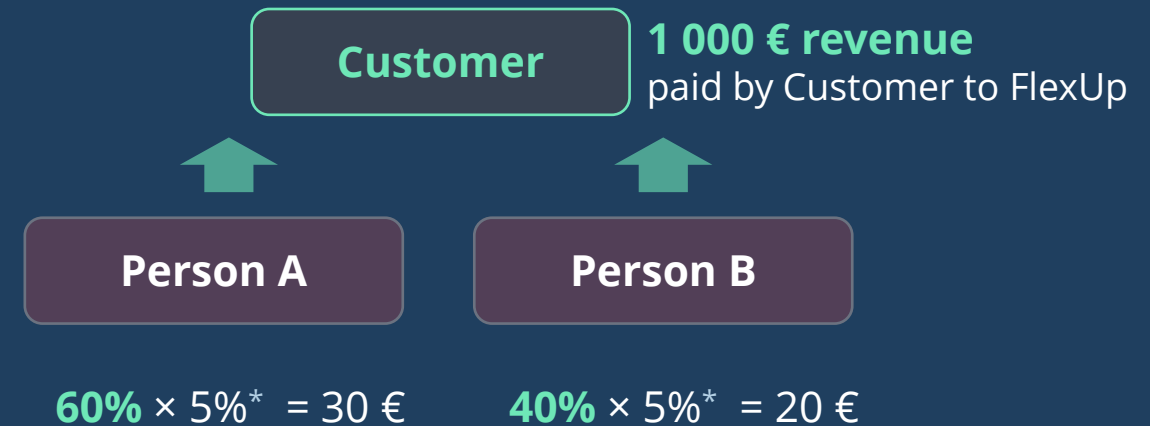
Sequential introductions – fee halves at each step



→ Total fees distributed by FlexUp = 87.50 €

Joint Referral

Parallel contributions – fee split based on relative contribution to the referral.



→ Total fees distributed by FlexUp = 50 €

* Base fee is 5% by default, but can be different for each collaborator

Vendor → Performer payment options

1/2



Several options are available to determine how vendor pays performer

Example / Scenario

- Collaborator does the intro (5% fee) & sale (10% fee) on a **200 €** job done by FlexUp for customer.
- Nominal collaborator fee is **15%** × 200 € = **30 €**
- Customer issues the following commitments to FlexUp when the job is done:
 - **200 €** in credits, and
 - **20 tokens***
- Customer then pays FlexUp progressively:
 - 100 € after 1 year for 50% of the credits,
 - 100 € after 3 years for another 50% of the credits,
 - 400 € after 3 years for 100% of the tokens
- Total paid by customer = **600 €** (3× nominal)
- Default fee due to performer = **90 €** (15% × 600 €)

1 Pay as we get – shared upside

Default option

Vendor pays performer a fixed share of every customer payment. Vendor & performer are fully aligned, sharing risks and upside proportionally.

Ex. FlexUp pays performer 15 € after 1 year, and 75 € after 3 years, so 90 € in total.

2 Pay as we get – with interest

Vendor pays performer the nominal fee in tranches, as the customer pays, plus a fixed 25%/yr interest on each deferred instalment (capped at 200% per instalment).

Ex. FlexUp pays performer 15 € + 25%/yr after 1 year ≈ 19 €, plus 15 € + 25%/yr after 3 years ≈ 29 €, so ≈ 48 € in total.

* Token count assumes 100% risk on credits, valued at 10 €/token.

Vendor → Performer payment options

2/2



Several options are available to determine how vendor pays performer

3 Pay upfront

Vendor pays performer the full nominal fee in cash when commitments are issued. Vendor alone carries the credit and token risk – and keeps any future upside.

Ex. FlexUp pays 30 € immediately, when credits are issued.

5 Pay first – with interest

Vendor pays performer nominal fee plus 25%/yr interest (capped at 200% per instalment) drawn from each customer payment. Vendor keeps residual risk & upside.

Ex. After 1 year, FlexUp pays performer 30 € + 25% ≈ 38 € — the 100 € received from customer covers the full fee + interest.

4 Transfer commitments

Vendor immediately transfers to performer a share of the customer's commitments. Customer then pays vendor and performer directly, in parallel (shared risk, as in option 1).

Ex. FlexUp transfers 15% of customer's credits & tokens to collaborator; customer later pays performer 15 € (Y1) + 75 € (Y3) = 90 €.

6 Replicate commitments

Vendor pays performer on the same terms the customer pays vendor – but in vendor's own commitments. Performer carries vendor risk instead of customer risk.

Ex. FlexUp pays performer 30 € in FlexUp's own credits, redeemed in cash based on FlexUp's future profitability.



■ Agenda

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



FlexUp Hubs – our local ecosystem builders

What is a FlexUp Hub?

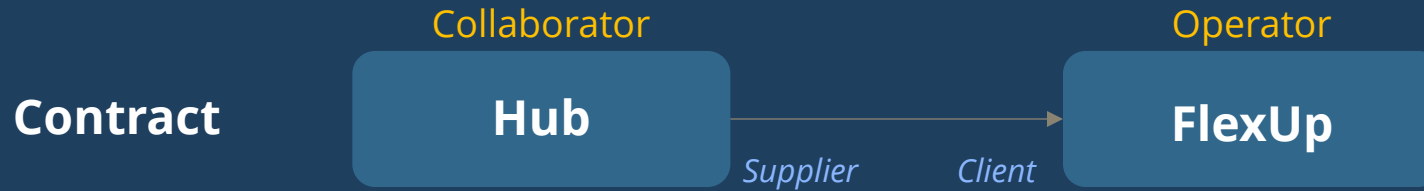
- A FlexUp Hub is a **local collaborator** that brings the FlexUp ecosystem to life in their country
 - A local business or ecosystem builder, already working with founders, startups and SMEs
 - Helping them access the tools, advisors, and collaborators they need to grow.
- The Hub is not just a reseller – 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

Possible roles for a FlexUp Hub

in a bilateral contract



Scenario 1

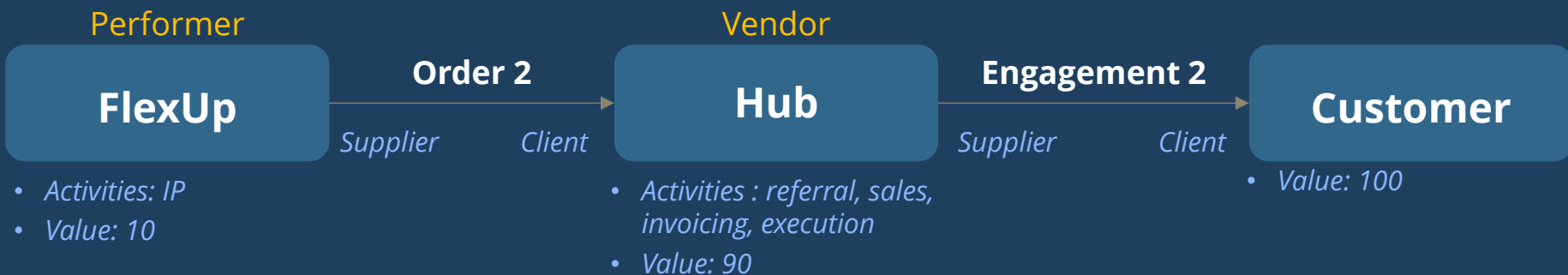
Hub selling SaaS for FlexUp



Scenario 2

Reversed roles

Hub doing FlexUp advisory directly





■ 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

Set up 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 *(see slide 8)*
 - SaaS subscription:
 - o Option 3 – “Pay all upfront”
 - o **100 % Firm**, always
 - Other services:
 - o Option 4 – “Pay as you get – with interests”
 - 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