

Financial & Investment Contracts

Enhanced with Gilbert's Authentic Voice AI

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Contract 1: Investor Agreement Template

INVESTOR AGREEMENT

This Investor Agreement ("Agreement") is entered into on _ between [COMPANY NAME], a [STATE] corporation ("Company"), and _ ("Investor").

1. INVESTMENT TERMS - Total Investment Amount: \$[AMOUNT] - Equity Percentage: [PERCENTAGE]% - Valuation: Pre-money \$[AMOUNT], Post-money \$[AMOUNT] - Security Type: [Preferred Stock/Common Stock/Convertible Note]

2. USE OF FUNDS Investment proceeds will be used for: - Business development and sales expansion: [PERCENTAGE]% - Technology development and IP creation: [PERCENTAGE]% - Team expansion and hiring: [PERCENTAGE]% - Working capital and operations: [PERCENTAGE]% - Marketing and brand development: [PERCENTAGE]%

3. GOVERNANCE RIGHTS - Board of Directors: Investor has right to appoint [NUMBER] director(s) - Board meetings: Quarterly meetings required - Information rights: Monthly financial reports, annual budgets - Major decisions requiring investor approval: - Annual operating plans and budgets - Hiring/firing of C-level executives - Additional financing rounds - Merger, acquisition, or sale transactions - IP licensing or transfer agreements

4. LIQUIDATION PREFERENCES - Liquidation preference: [1x/2x] non-participating preferred - Participation rights: [Participating/Non-participating] - Distribution waterfall: Preferred shareholders paid first - Conversion rights: Automatic conversion upon IPO or qualified financing

5. ANTI-DILUTION PROVISIONS - Anti-dilution protection: [Weighted average/Full ratchet] - Price-based adjustments for future financing rounds - Exceptions: Employee stock option plans, certain strategic partnerships

6. DRAG-ALONG AND TAG-ALONG RIGHTS - Drag-along: Majority shareholders can force sale - Tag-along: Minority shareholders can participate in sales - Notice requirements: 30 days written notice

7. TRANSFER RESTRICTIONS - Right of first refusal on all equity transfers - Co-sale rights for all shareholders - Restrictions on transfers to competitors - Lock-up periods: [TIME PERIOD] from investment date

8. REPRESENTATIONS AND WARRANTIES Company represents and warrants: - Good standing and corporate authority - No material adverse changes - Compliance with all applicable laws - Accuracy of financial statements - No conflicts of interest

9. COVENANTS Company agrees to: - Maintain proper corporate records - Provide regular financial reporting - Obtain investor consent for major decisions - Maintain appropriate insurance coverage - Comply with applicable securities laws

10. EXIT PROVISIONS - Tag-along rights in any sale transaction - Demand registration rights for public offering - Piggyback registration rights - Minimum exit valuation thresholds

SIGNATURES:

Company: _ **Date:** _ By: [Name], CEO

Investor: _ **Date:** _ By: [Name], [Title]

Contract 2: Joint Venture Agreement

JOINT VENTURE AGREEMENT

This Joint Venture Agreement ("Agreement") is entered into on _ between [COMPANY NAME] ("Company A") and _ ("Company B").

1. PURPOSE AND OBJECTIVES The parties agree to form a joint venture ("JV") to:

- Pursue AI consulting opportunities in [MARKET/INDUSTRY]
- Combine complementary capabilities and resources
- Share risks and rewards of specific projects
- Expand market reach and competitive position

2. SCOPE OF COLLABORATION - Target market: [SPECIFIC MARKET DEFINITION] - Service offerings: [DETAILED DESCRIPTION] - Geographic territory: [TERRITORY DEFINITION] - Duration: [TIME PERIOD] with renewal options

3. RESOURCE CONTRIBUTIONS **Company A contributes:** - Technical expertise in [SPECIFIC AREAS] - [NUMBER] dedicated team members - Technology platforms and IP licenses - Client relationships in [MARKETS]

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Company B contributes: - Industry expertise in [SPECIFIC SECTORS] - [NUMBER] dedicated team members - Sales and marketing capabilities - Existing contracts and partnerships

4. FINANCIAL ARRANGEMENTS - Revenue sharing: Company A [PERCENTAGE]%, Company B [PERCENTAGE]% - Cost allocation: Shared based on resource contribution - Joint account for shared expenses - Monthly financial reconciliation process

5. GOVERNANCE STRUCTURE - Joint Steering Committee with equal representation - Project management responsibilities: [ALLOCATION] - Decision-making: Consensus required for major decisions - Dispute resolution: Mediation followed by arbitration

6. INTELLECTUAL PROPERTY - Background IP: Retained by contributing party - Joint IP: Shared ownership with licensing rights - Client-specific IP: Owned by client with usage rights to JV - Patent and trademark filing responsibilities

7. CONFIDENTIALITY AND NON-COMPETE - Mutual confidentiality obligations - Non-solicitation of other party's employees - Limited non-compete during JV term - Information sharing protocols

8. PERFORMANCE METRICS - Revenue targets: \$[AMOUNT] annually - Client acquisition goals: [NUMBER] new clients - Project success rate: [PERCENTAGE]% minimum - Client satisfaction: [RATING] average minimum

9. TERMINATION CONDITIONS - Mutual agreement to terminate - Material breach with 60-day cure period - Failure to meet performance metrics - Change of control of either party

10. POST-TERMINATION OBLIGATIONS - Completion of ongoing projects - Division of joint assets and liabilities - Continued confidentiality obligations - Non-solicitation period: [TIME PERIOD]

SIGNATURES:

Company A: _ **Date:** _ By: [Name], [Title]

Company B: _ **Date:** _ By: [Name], [Title]

Contract 3: Licensing Agreement Template

INTELLECTUAL PROPERTY LICENSING AGREEMENT

This Licensing Agreement ("Agreement") is entered into on _ between [COMPANY NAME] ("Licensor") and _ ("Licensee").

1. LICENSED PROPERTY Licensor grants Licensee rights to use: - AI methodologies and frameworks: [SPECIFIC DESCRIPTION] - Proprietary software tools and platforms - Training materials and documentation - Brand elements and trademarks (limited use)

2. GRANT OF LICENSE - License type: [Exclusive/Non-exclusive] - Territory: [GEOGRAPHIC LIMITS] - Field of use: [INDUSTRY/APPLICATION RESTRICTIONS] - Term: [TIME PERIOD] with renewal options

3. ROYALTY STRUCTURE - Base royalty: [PERCENTAGE]% of net revenue - Minimum annual royalty: \$[AMOUNT] - Milestone payments: \$[AMOUNT] upon [MILESTONES] - Payment terms: Quarterly payments within 30 days

4. LICENSEE OBLIGATIONS - Quality standards: Meet Licensor's quality requirements - Reporting: Quarterly revenue and usage reports - Marketing support: Minimum \$[AMOUNT] annual marketing spend - Training requirements: Staff certification programs

5. LICENSOR OBLIGATIONS - Training and support: Initial training and ongoing support - Updates and improvements: Access to new versions - Technical assistance: [HOURS] monthly support included - Quality assurance: Regular audits and reviews

6. INTELLECTUAL PROPERTY PROTECTION - Licensee acknowledgment of Licensor's IP ownership - Prohibition on reverse engineering or copying - Cooperation in IP enforcement actions - Notification of potential IP infringement

7. PERFORMANCE STANDARDS - Minimum revenue targets: \$[AMOUNT] annually - Customer satisfaction: [RATING] minimum average - Quality metrics: [SPECIFIC MEASURES] - Market development requirements

8. TERMINATION RIGHTS - Termination for cause: Material breach with 30-day cure - Termination for convenience: 90-day notice - Failure to meet minimum royalties - Insolvency or change of control

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9. POST-TERMINATION - Cessation of all licensed activities - Return or destruction of licensed materials - Payment of accrued royalties - Survival of confidentiality obligations

10. DISPUTE RESOLUTION - Mediation as first step in dispute resolution - Binding arbitration if mediation fails - Governing law: [STATE] law - Jurisdiction: [LOCATION] courts

SIGNATURES:

Licensor: _ **Date:** _ By: [Name], [Title]

Licensee: _ **Date:** _ By: [Name], [Title]