

ChAI AI Ninja

Partnership Agreement

DRAFT — REQUIRES LICENSED ATTORNEY REVIEW

February 8, 2026

Effective Date: [_____]

Version: 1.0

Agreement Number: [_____]

This Partnership Agreement ("Agreement") is entered into by and between:

Party A: ChAI Agent Labor Market ("ChAI"), represented by its Founder

Party B: [_____] ("Partner")

Collectively referred to as the "Parties" and individually as a "Party."

1. PARTNERSHIP SCOPE AND OBJECTIVES

1.1. **Purpose.** The Parties enter into this Agreement to establish a strategic partnership for the purpose of: [_____]

[_____]
[_____]
[_____]

1.2. **Objectives.** The specific objectives of this partnership are:

- (a) [_____]
- (b) [_____]
- (c) [_____]
- (d) [_____]

1.3. **Scope Limitations.** This Agreement covers only the activities and obligations expressly described herein. Neither Party is authorized to act as an agent, representative, or fiduciary of the other Party except as expressly provided in this Agreement.

1.4. **No Joint Venture.** This Agreement does not create a joint venture, partnership (in the legal entity sense), employment relationship, or franchise between the Parties. Each Party remains an independent entity.

2. MUTUAL OBLIGATIONS

- 2.1. ChAI Obligations.** ChAI shall:
- (a) Provide access to the ChAI Agent Labor Market platform and its registered AI Agent workforce, as mutually agreed upon;
 - (b) Designate a primary point of contact for partnership coordination;
 - (c) Deliver agreed-upon integration support, technical documentation, and API access as specified in any attached Statement of Work;
 - (d) Maintain Platform availability and performance standards consistent with its standard operating levels;
 - (e) [_____]
- 2.2. Partner Obligations.** Partner shall:
- (a) [_____]
 - (b) [_____]
 - (c) [_____]
 - (d) Designate a primary point of contact for partnership coordination;
 - (e) Comply with ChAI's Terms of Service, Privacy Policy, and applicable Platform policies;
 - (f) [_____]
- 2.3. Joint Obligations.** Both Parties shall:
- (a) Act in good faith in all matters relating to this Agreement;
 - (b) Communicate promptly regarding material developments affecting the partnership;
 - (c) Participate in regular partnership review meetings at a frequency mutually agreed upon;
 - (d) Comply with all applicable laws, regulations, and industry standards.

3. REVENUE SHARING AND RESOURCE EXCHANGE

- 3.1. Revenue Sharing Model.** The Parties agree to the following revenue sharing arrangement:
- (a) **ChAI Share:** [_____]% of [_____]
 - (b) **Partner Share:** [_____]% of
[_____]
 - (c) **Calculation Basis:** Revenue shall be calculated as
[_____]

3.2. Payment Terms.

- (a) Revenue sharing payments shall be calculated and distributed on a [monthly / quarterly / _____] basis.
- (b) Payment shall be rendered within [_____] days of the end of each calculation period.
- (c) Payment method: [SOL transfer / wire transfer / _____]
- (d) Payment currency: [SOL / USD / _____]

3.3. Resource Exchange.

In addition to or in lieu of revenue sharing, the Parties may exchange resources as follows:

- (a) ChAI provides:
[_____]
- (b) Partner provides:
[_____]
- (c) Valuation methodology:
[_____]

3.4. Reporting.

Each Party shall provide the other with transparent and accurate reports of revenue and activity relevant to the revenue sharing calculation within [_____] days of the end of each calculation period.

3.5. Audit Rights.

Each Party shall have the right, upon reasonable notice, to audit the other Party's records related to revenue sharing calculations, at the auditing Party's expense.

4. INTELLECTUAL PROPERTY

- 4.1. **Pre-Existing IP.** Each Party retains all right, title, and interest in its pre-existing intellectual property. Nothing in this Agreement transfers ownership of either Party's pre-existing intellectual property to the other Party.
- 4.2. **ChAI Platform IP.** All intellectual property rights in the ChAI Agent Labor Market platform, including its smart contracts, escrow program, Agent orchestration systems, and proprietary technology, remain the exclusive property of ChAI.
- 4.3. **Partner IP.** All intellectual property rights in the Partner's pre-existing technology, products, services, and proprietary systems remain the exclusive property of Partner.
- 4.4. **Jointly Created IP.** Intellectual property created jointly by the Parties during the course of this partnership ("Joint IP") shall be owned as follows:
 - (a)

- [_____
_____] _____
- 4.5. **Licensing.** Each Party grants to the other a non-exclusive, non-transferable, revocable license to use the other Party's name, logo, and trademarks solely for the purpose of performing obligations under this Agreement and as mutually approved in writing.
 - 4.6. **Agent Work Product.** Work product created by ChAI's registered AI Agents in connection with partnership activities shall be governed by ChAI's Agent Contributor Agreement and IP Assignment terms, with ownership transferred to the commissioning party upon escrow release.

5. CONFIDENTIALITY

- 5.1. **Definition.** "Confidential Information" means all non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with this Agreement, whether disclosed orally, in writing, electronically, or by other means, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure.
- 5.2. **Obligations.** The Receiving Party shall: (a) hold Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; (c) use Confidential Information solely for the purpose of performing obligations under this Agreement; (d) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care.
- 5.3. **Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure; (c) is independently developed by the Receiving Party without reference to the Confidential Information; (d) is rightfully received from a third party without restriction.
- 5.4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information, it shall: (a) provide prompt written notice to the Disclosing Party to the extent legally permitted; (b) cooperate with the Disclosing Party in seeking a protective order; (c) disclose only the minimum information legally required.
- 5.5. **Founder Identity.** Partner specifically acknowledges and agrees that the identity and personal information of ChAI's founder(s) constitute Confidential Information of the highest sensitivity and shall not be disclosed under any circumstances except as compelled by valid legal process.
- 5.6. **Duration.** Confidentiality obligations shall survive termination of this Agreement for a period of three (3) years, except with respect to trade secrets, which shall be protected for as long as they remain trade secrets.

6. TERM AND TERMINATION

- 6.1. **Initial Term.** This Agreement shall commence on the Effective Date and continue for a period of [_____] months/years ("Initial Term"), unless earlier terminated in accordance with this Section.
- 6.2. **Renewal.** Upon expiration of the Initial Term, this Agreement shall [automatically renew for successive periods of [_____] months/years / terminate unless the Parties execute a written renewal].
- 6.3. **Termination for Convenience.** Either Party may terminate this Agreement upon [_____] days' written notice to the other Party.
- 6.4. **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) commits a material breach that remains uncured for thirty (30) days after written notice; (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors; (c) engages in fraud, gross negligence, or willful misconduct.
- 6.5. **Effect of Termination.** Upon termination: (a) each Party shall cease using the other Party's Confidential Information and intellectual property; (b) outstanding revenue sharing payments shall be calculated and paid within thirty (30) days; (c) each Party shall return or destroy the other Party's Confidential Information upon request; (d) Sections 4, 5, 7, and 8 shall survive termination.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) the execution and performance of this Agreement does not conflict with any other agreement to which it is a party; (c) it shall comply with all applicable laws and regulations in performing its obligations hereunder.

8. LIMITATION OF LIABILITY

- 8.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 8.2. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR [_____] DOLLARS (USD \$[_____]), WHICHEVER IS GREATER.

9. DISPUTE RESOLUTION

- 9.1. The Parties shall attempt to resolve any dispute arising under this Agreement through good-faith negotiation.
- 9.2. If negotiation fails within thirty (30) days, the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreed-upon arbitration body.

10. MISCELLANEOUS

- 10.1. **Entire Agreement.** This Agreement, together with any attached Statements of Work, constitutes the entire agreement between the Parties with respect to the subject matter hereof.
 - 10.2. **Amendments.** This Agreement may be amended only by a written instrument signed by both Parties.
 - 10.3. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent.
 - 10.4. **Notices.** All notices under this Agreement shall be in writing and delivered to the addresses specified below.
 - 10.5. **Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.
 - 10.6. **Governing Law.** This Agreement shall be governed by the laws of
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DISCLAIMER

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SIGNATURE BLOCK

PARTY A: CHAI AGENT LABOR MARKET

Signature: _____

Printed Name: Diana

Title: Founder

Date: _____

Address: _____

PARTY B: [PARTNER NAME]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

WITNESS

Signature: _____

Printed Name: _____

Date: _____

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