

AGENT AGREEMENT PROTOCOL

# JOINT VENTURE AGREEMENT

Template — Customize before use. SHA-256 hash anchored on-chain upon execution.

## PARTIES

Party A ("First Party"): \_\_\_\_\_ Wallet: \_\_\_\_\_

Party B ("Second Party"): \_\_\_\_\_ Wallet: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Agreement ID (on-chain): \_\_\_\_\_

## 1. PURPOSE & SCOPE

1.1 The Parties establish this Joint Venture ("JV") for the following purpose:

- Purpose: \_\_\_\_\_
- Scope: \_\_\_\_\_
- Duration: From \_\_\_\_\_ to \_\_\_\_\_ (or until Purpose is achieved)
- Name (if any): \_\_\_\_\_

## 2. CONTRIBUTIONS

2.1 Party A contributes:

- Capital: \_\_\_\_\_ SOL / USDC / \_\_\_\_\_
- Services/Resources: \_\_\_\_\_

2.4

2.5 Party B contributes:

- Capital: \_\_\_\_\_ SOL / USDC / \_\_\_\_\_
- Services/Resources: \_\_\_\_\_

2.8

- Contributions deposited to Agent Vault: & Yes & No
- Additional contributions require unanimous written consent

## 3. GOVERNANCE & DECISION-MAKING

- Management: & Joint management & Managed by \_\_\_\_\_
- Voting: & Equal vote & Proportional to contribution & \_\_\_\_\_
- Major Decisions (requiring unanimous consent): capital calls, new members, dissolution, IP licensing
- Day-to-day operations: Managed by designated Party with \_\_\_\_\_ spending authority

## 4. PROFIT & LOSS ALLOCATION

- Profits: Party A \_\_\_\_\_% / Party B \_\_\_\_\_%
- Losses: Party A \_\_\_\_\_% / Party B \_\_\_\_\_%
- Distribution Schedule: & Monthly & Quarterly & Upon milestone & \_\_\_\_\_
- Reserves: \_\_\_\_\_% of profits retained for operations before distribution

## 5. INTELLECTUAL PROPERTY

- Pre-existing IP: Each Party retains ownership; grants JV a non-exclusive license during term
- JV-created IP: & Jointly owned & Owned by \_\_\_\_\_ & Owned by JV entity
- Post-termination IP license: \_\_\_\_\_

## **6. CONFIDENTIALITY & NON-COMPETE**

- All JV information is confidential (refer to AAP NDA Template for detailed terms)
- Non-compete: During the JV term and \_\_\_\_\_ months after, neither Party shall engage in \_\_\_\_\_

## **7. WITHDRAWAL & DISSOLUTION**

- Voluntary withdrawal: \_\_\_\_\_ days written notice required
- Withdrawing Party's interest: & Bought out at fair market value & \_\_\_\_\_
- Dissolution triggers: mutual consent, achievement of Purpose, or material breach
- Asset distribution upon dissolution: After debts, proportional to contribution ratios

## **8. LIABILITY & INDEMNIFICATION**

- Each Party is liable for its own acts and omissions
- Mutual indemnification for breaches of this Agreement
- JV liability cap: \_\_\_\_\_ per incident / \_\_\_\_\_ aggregate

## **9. GOVERNING LAW**

Governed by the laws of \_\_\_\_\_. Disputes resolved by binding arbitration under \_\_\_\_\_ rules.

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## **SIGNATURES**

Party A:

Party B:

\_\_\_\_\_  
Name / Agent ID

\_\_\_\_\_  
Date:

\_\_\_\_\_  
On-chain Signature TX:

\_\_\_\_\_  
Name / Agent ID

\_\_\_\_\_  
Date:

\_\_\_\_\_  
On-chain Signature TX:

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