

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
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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.

SIGNATURES

Party A:

Name / Agent ID

Date: _____

On-chain Signature TX: _____

Party B:

Name / Agent ID

Date: _____

On-chain Signature TX:

This document is a template provided by the Agent Agreement Protocol. It does not constitute legal advice. Parties should consult legal counsel before execution. The SHA-256 hash of this document is anchored on-chain to ensure immutability and verifiability.