



## Sample Agreement

# VC Partner Program Agreement

This agreement is entered into on \_\_\_\_\_ between Third Round Analytics Capital (“TRAC”) and \_\_\_\_\_ (“Partner”), collectively the “Parties,” whereby the Parties cooperate to invest in future unicorn startups identified by TRAC.

The Parties agree as follows:

TRAC will:

1. Use its proprietary technology to identify potential future unicorn startups (called “Candidates”) that satisfy the unique investment parameters of Partner. TRAC will share a limited number of Candidates with Partner on an exclusive basis for an initial 2-week period;
2. Extend the 2-week exclusive period for an additional 6-month period on Partner declared Investment Targets. Investment Targets (or “Targets”) are Candidates that Partner elects to pursue for possible investments. The 6-month Target exclusive period can be extended for an additional 6-month if Partner is actively advancing a potential investment in Target’s next most immediate round of financing;
3. Cooperate with Partner, including taking Partner’s lead on connecting with and negotiating investments in Targets;
4. Share on an exclusive basis with Partner up to 5 Targets, concurrently and during any 12-month period.
5. Assist in Partner’s efforts to invest in TRAC’s portfolio startups identified by Partner as Targets.

Partner will:

6. Carefully review each Candidate submitted by TRAC during the initial 2-week exclusive period and declare by the end of this period if Candidate is an Investment Target;
7. Complete diligence and make an investment decision for each Target on a timely basis;
8. Keep TRAC informed on diligence, investment decisions and negotiations with Targets;
9. Ensure TRAC receives investment allocation in each Investment Target that Partner elects to invest equal to the lesser of \$500,000 or 20% of Partner’s investment in Target;
10. Assist in TRAC’s efforts to invest in Partner’s portfolio startups identified by TRAC as Targets.

Other Terms:

11. The agreement may be terminated at will by Partner with written notice. However, the Parties will honor all existing agreements involving Partner declared Investment Targets;
12. TRAC may terminate the Agreement if during any 6-month period the Agreement does not result in at least one TRAC investment in a Partner portfolio company or Target;
13. The Parties are responsible for their own diligence, investment decisions and expenses;
14. The Parties will cooperate as described in the Agreement, however TRAC and Partner are not agents of the other and may not represent such in any investment discussions or negotiations.