AWAKE

OPEN COLLABORATION AGREEMENT

Version 1.0 - California

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Template status

Jurisdiction: California   Version: 1.0   Release: August 2026
Adaptation status: ☐ Unmodified   ☐ Commercial terms only   ☐ Substantive legal changes   ☐ Heavily adapted

MASTER COLLABORATION AGREEMENT

This Master Collaboration Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between [FULL LEGAL NAME / ENTITY], referred to as the "Platform Party," and [FULL LEGAL NAME / ENTITY], referred to as the "Collaborator." Each is a "Party" and together the "Parties."

1. Purpose

The Parties wish to explore and potentially collaborate on ventures, investments, commercial relationships, introductions, and other activities connected to an entrepreneurial or investment ecosystem (the "Ecosystem"). This Agreement establishes their general framework. Except for provisions expressly identified as binding, it is not a commitment to undertake a project, form an entity, make an investment, provide services, grant equity, allocate an opportunity, or complete a transaction.

Each specific venture, investment vehicle, engagement, coseller network, or transaction must be governed by a separate signed agreement (a "Project Agreement").

2. Ecosystem and Parties

"Ecosystem" means the network of brands, ventures, portfolio companies, investment vehicles, relationships, communities, platforms, programs, IP, and opportunities originated, developed, operated, advised, introduced, or supported by the Platform Party or its affiliates. No third party becomes a party to this Agreement by being referenced.

The Parties may replace "Platform Party," "Collaborator," and "Ecosystem" with project-specific names, provided the ownership and mutuality provisions remain clear.

3. Mutuality and Ownership-Specific Rights

The protections in this Agreement operate fairly and mutually. Each Party is entitled to equivalent protection of its Confidential Information, Background IP, name, brand, reputation, systems, data, credentials, personnel, relationships, and independently developed opportunities.

A reference to an asset controlled by one Party reflects that Party's ownership or control and does not diminish the other Party's corresponding rights in independently owned assets. Participation in discussions does not transfer rights.

4. Nature of Relationship

Any "partner," "venture partner," "advisor," or similar title is descriptive only and may be used publicly only with the affected Party's written approval. Nothing creates a partnership, joint venture, fiduciary, employment, agency, franchise, association, or jointly owned enterprise; authorizes either Party to bind the other; or creates exclusivity, best-efforts, corporate-opportunity, or fiduciary duties.

Each Party acts independently and is responsible for its own activities, taxes, insurance, licenses, equipment, personnel, and expenses.

5. Compensation and Expenses

No salary, retainer, fee, guaranteed payment, equity, commission, carried interest, or other compensation is owed under this Agreement. Expenses require advance written approval by the Party or project entity responsible for paying them. Any future economics must appear in a signed Project Agreement.

6. Categories of Collaboration

Potential collaboration may include venture building, strategic or operational assistance, investments, financing, commercial arrangements, licensing, acquisitions, advisory work, coseller networks, or other agreed activities. Indicative involvement levels may include advisory, fractional, or dedicated participation. Any illustrative range or model is nonbinding.

No work, introduction, meeting, title, presentation, or partial performance grants or earns equity. Any equity agreement must identify the issuer, instrument, fully diluted calculation, vesting or milestones, dilution, repurchase and termination consequences, IP, taxes, securities compliance, transfer restrictions, and governance or information rights.

Each investment activity requires definitive documents and compliance with applicable securities, broker-dealer, investment-adviser, anti-fraud, solicitation, sanctions, anti-money-laundering, and related laws. Neither Party may solicit funds, offer securities, promise returns or allocations, or claim regulated authority for the other without express written authorization.

7. Project Agreements

Before material work begins, the applicable parties should sign a Project Agreement stating participants, scope, authority, deliverables, milestones, time commitment, reporting, dependencies, economics, vesting, IP, confidentiality, expenses, compliance, commencement, termination, and missed-milestone consequences.

A Project Agreement controls only for its project and only where it expressly identifies a provision of this Agreement being superseded.

8. Networks and Referral Programs

Participation in any coseller, referral, syndicate, or ecosystem network is subject to its written rules concerning eligibility, attribution, lead ownership, commissions, payment, reversals, customer relationships, data, conduct, and removal. Participation in one network creates no right to another. No economic interest is earned except under the applicable signed rules or agreement.

9. No Authority to Bind

Without prior written authorization, neither Party may contract, incur liability, open or control an account, hire or direct personnel, make public statements, solicit money or services, or represent that it holds signing, governance, investment, or operational authority for the other Party or its affiliates.

10. Mutual Confidentiality

“Confidential Information” means nonpublic information disclosed by or for one Party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with contemplated collaboration, including business plans, venture concepts, opportunities, relationships, deal flow, diligence, financials, software, prompts, models, data, designs, inventions, brands, pricing, contracts, metrics, credentials, personal information, and the existence or substance of confidential discussions.

The Receiving Party shall use Confidential Information only for its disclosed purpose; protect it with reasonable care; share it only with authorized persons under adequate duties; not exploit it for unauthorized benefit; not use it to bypass, disadvantage, unfairly compete with, or appropriate an identified opportunity or relationship; and promptly report suspected unauthorized access, use, or disclosure.

Information is excluded if contemporaneous records show it was lawfully known without restriction, independently developed without use, lawfully obtained from an unrestricted third party, or publicly available without breach. Legally compelled disclosure requires prompt notice where permitted and reasonable cooperation. Duties last five years after disclosure; trade secrets remain protected while legally qualifying.

11. Intellectual Property

Each Party retains intellectual property, materials, methods, relationships, data, technology, brands, content, and know-how owned, created, or controlled independently of a Project Agreement (“Background IP”). No right is assigned, licensed, or transferred under this Agreement.

Project-created material must be addressed in its Project Agreement. Until then, neither Party receives ownership or a continuing license in materials created by the other and may not commercially exploit, publish, license, transfer, or reuse them without written permission. General skills and unaided memory are unrestricted if Confidential Information and protected IP are not disclosed or misused.

12. Names, Marks, Publicity, and Reputation

Neither Party may use the other’s name, logo, domain, social handle, likeness, biography, testimonial, client or portfolio identity, or brand element without specific prior written approval. Neither may register confusingly similar identifiers; imply unauthorized investment, sponsorship, endorsement, appointment, or affiliation; or engage in unlawful, deceptive, abusive, discriminatory, harassing, defamatory, or materially reputationally harmful conduct connected to the collaboration. Permission is limited, nonexclusive, revocable, and ends on request.

13. Opportunities, Introductions, Non-Circumvention, and Non-Exclusivity

13.1 Non-Exclusivity

The relationship is nonexclusive. Subject to this Agreement, each Party may pursue other businesses, investments, ventures, and relationships, including potentially competitive activity. Neither Party must disclose or offer an opportunity to the other.

13.2 Introductions

An “Introducing Party” directly or indirectly introduces the other Party to an “Introduced Party” for a potential business, investment, venture-building, advisory, commercial, strategic, financing, employment, acquisition, licensing, or other collaborative purpose. An Introduced Party includes a person or organization and its reasonably apparent affiliates, controlled entities, vehicles, or representatives.

An introduction may be shown by email, message, invitation, shared contact information, meeting participation, or another contemporaneous record identifying the Introducing Party, Introduced Party, and purpose.

13.3 Protected Collaborations

A “Protected Collaboration” is a material economic transaction, venture, investment, financing, acquisition, engagement, license, joint project, partnership, employment or consulting relationship, or other collaboration between a Party and an Introduced Party that arises from, is facilitated by, or is materially connected to the introduction during the Protection Period.

It includes the initial opportunity; modified, renewed, expanded, or follow-on forms; substantially related affiliate transactions; new ventures; later investments or commercial arrangements materially resulting from the introduced relationship; and indirect structures through which a Party receives economic benefit. It excludes an unrelated, independently arising transaction merely involving the same Introduced Party.

13.4 Mutual Non-Circumvention

During the Protection Period, neither Party shall knowingly circumvent or attempt to circumvent the other regarding a Protected Collaboration. A receiving Party shall not exclude the Introducing Party to avoid an agreed or reasonably anticipated role or economics; use intermediaries to evade this Section; conceal a materially connected collaboration; falsely characterize it as independent; encourage bypass; appropriate an opportunity presented for collaborative pursuit; or use the Introducing Party’s Confidential Information, diligence, strategy, relationships, structure, or work product without authorization.

Before entering a Protected Collaboration outside the Introducing Party’s participation, the receiving Party shall provide reasonably prompt written notice and obtain either written consent or a Project Agreement defining roles, attribution, confidentiality, and any economics. Consent may not be unreasonably withheld where the Introducing Party lacks a legitimate participation, confidentiality, attribution, or economic interest.

13.5 No Automatic Fee or Ownership

An introduction alone creates no ownership, exclusivity, commission, finder’s fee, carried interest, equity, revenue share, control, universal future participation, fiduciary duty, agency, or partnership. Such rights require a signed Project Agreement. The absence of predetermined compensation does not permit concealment or circumvention. Nothing requires compensation prohibited by applicable law.

13.6 Protection Period

The “Protection Period” begins on introduction and lasts twenty-four months. If a Protected Collaboration is then actively discussed, diligenced, negotiated, documented, financed, or performed, protection continues solely for that collaboration until definitive abandonment or termination of its definitive agreement. Termination of this Agreement does not shorten an existing Protection Period.

13.7 Exclusions

Protection does not apply to the extent contemporaneous records show: a substantive active preexisting relationship; the specific opportunity was already actively pursued independently; genuinely independent inbound contact; a public process pursued without protected information; written waiver; or illegality or conflict with an existing legal or fiduciary duty. Mere awareness, a database entry, social connection, or incidental contact is insufficient.

13.8 Overlap Notice and Lawful Activity

A Party that reasonably anticipates overlap shall notify the other before a material commitment, subject to legal disclosure restrictions. This Section does not prohibit lawful work, general competition, independently developed opportunities, legitimate preexisting relationships, or unrelated business. It shall be limited as necessary to avoid an unlawful restraint on trade.

13.9 Remedies

A nonbreaching Party may seek equitable relief, actual damages, disgorgement, accounting, constructive trust where permitted, and other lawful remedies. No provision creates a penalty or compensation not otherwise agreed.

14. Conflicts and Other Obligations

Each Party shall promptly disclose actual or reasonably apparent conflicts, including competing representations, financial interests, third-party obligations, contribution restrictions, or personal benefits from recommendations. Neither Party shall supply another’s protected information or work without authorization. Either Party may restrict access or discontinue involvement where a conflict exists or may reasonably be perceived.

15. Compliance and Conduct

Each Party shall comply with applicable securities, privacy, data-protection, anti-bribery, sanctions, IP, competition, advertising, employment, and communications laws; maintain accurate records; and not make misleading claims, conceal interests, offer improper benefits, misuse data, access systems without authorization, or use delegates contrary to a Project Agreement.

16. Data and Security

Each Party shall use reasonable administrative, technical, and physical safeguards for the other’s information and access. Credentials must remain confidential and individually controlled. Suspected compromise, phishing, malware, or exposure must be reported promptly. On request or termination, access must stop and protected material, credentials, copies, extracts, and project data must be returned or securely deleted, except legally required archives that remain protected.

17. Representations and Disclaimers

Each Party represents that its signer has authority; execution does not knowingly violate another binding duty; and supplied materials will not knowingly infringe third-party rights. Otherwise, opportunities, projections, introductions, concepts, and diligence are provided “as is” and “as available.” No Party warrants accuracy, viability, legality, funding, profit, completion, economics, or third-party performance. Each Party must conduct independent diligence and obtain its own professional advice.

18. Mutual Indemnification

Each Party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other Party and its applicable affiliates, owners, officers, directors, personnel, representatives, successors, and assigns from third-party claims, losses, liabilities, penalties, damages, judgments, costs, and reasonable attorneys’ fees arising from the Indemnifying Party’s material breach; unauthorized representation, commitment, solicitation, or transaction; negligence, willful misconduct, fraud, or illegality; infringing supplied materials; tax, employment, contractor, or personnel obligations; or a security incident caused by its acts or omissions.

The indemnified party shall promptly notify and reasonably cooperate at the Indemnifying Party’s expense. Delay reduces the duty only to the extent of material prejudice. The Indemnifying Party may control the defense with reasonably acceptable counsel but may not settle by admitting wrongdoing by, imposing liability on, restricting, or requiring action from an indemnified party without consent.

19. Mutual Limitation of Liability

To the maximum extent permitted by law, neither Party nor its applicable affiliates is liable for indirect, incidental, consequential, exemplary, punitive, or special damages; lost profits, opportunities, goodwill, anticipated equity, allocations, or prospective benefits; or uncontrolled third-party acts. Each Party’s aggregate liability under this Agreement shall not exceed one hundred dollars ($100).

These limits do not apply to non-limitable liability; fraud or willful misconduct; confidentiality breach; IP or brand misuse; unauthorized commitments; indemnification; security breach caused by noncompliance; intentional circumvention of a Protected Collaboration; disgorgement or equitable relief; or violations of law.

20. Term and Termination

This Agreement begins on the Effective Date and lasts one year unless earlier terminated; renewal must be written. Either Party may terminate at any time by written notice and may immediately suspend access to its own information, systems, credentials, brands, personnel, or relationships when reasonably protective.

Termination creates no right to payment, equity, severance, reimbursement, attribution, participation, or damages. Provisions concerning relationship, compensation, authority, confidentiality, IP, brands, introductions and non-circumvention, compliance, data security, disclaimers, indemnity, liability, disputes, and those intended by nature survive. A Project Agreement may state project-specific consequences.

21. Equitable Relief

Unauthorized use or disclosure of Confidential Information, IP, credentials, names, marks, data, protected introductions, or circumvention of a Protected Collaboration may cause irreparable harm. Either Party may seek temporary, preliminary, permanent, or other equitable relief without waiving other remedies and, where permitted, without proving actual damages or posting bond.

22. Dispute Resolution

The Parties shall first attempt good-faith direct resolution. A dispute unresolved thirty days after written notice shall be decided by confidential binding arbitration administered by JAMS before one arbitrator in [COUNTY], California under its then-current Comprehensive Arbitration Rules. The arbitrator may award lawful remedies and shall issue a reasoned written decision; judgment may be entered in any competent court.

Either Party may seek temporary or emergency equitable relief in a competent court in the selected California county pending arbitration. EACH PARTY KNOWINGLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, A JURY TRIAL AND PARTICIPATION IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION.

23. Governing Law

California law governs without regard to conflicts principles. Subject to Section 22, state and federal courts located in [COUNTY], California have exclusive jurisdiction over permitted court proceedings.

24. Notices

Notices must be sent by email, nationally recognized overnight courier, or personal delivery to the contacts below or updated contacts provided in writing. Email is effective when sent absent a delivery-failure notice. Breach, indemnification, arbitration, and termination notices should also be couriered when a physical address is available.

Platform Party: [EMAIL] | [ADDRESS]
Collaborator: [EMAIL] | [ADDRESS]

25. Assignment

Neither Party may assign, delegate, transfer, or subcontract this Agreement without consent, except to its controlled entity or capable affiliate, or in a bona fide reorganization, financing, merger, sale of the relevant business, or transfer of substantially all relevant assets. Assignment does not release previously incurred obligations absent written agreement.

26. Miscellaneous

This Agreement is the complete agreement on its subject and supersedes prior general-framework discussions. Amendments and waivers must be written and signed by the Party against whom asserted. Delay is not waiver. Invalid provisions shall be minimally modified and the remainder survives. Headings are convenient only; “including” means without limitation. Electronic signatures and counterparts are originals. Except for persons expressly protected by indemnity, liability, or ownership clauses, there are no third-party beneficiaries.

27. Binding and Non-Binding Provisions

Sections 1, 2, and 6 through 8 describe a nonbinding contemplated framework. They do not compel a project, equity, payment, opportunity, investment, network admission, vehicle operation, or transaction. Sections 3 through 5 and 9 through 28 are legally binding upon signature.

No email, message, presentation, cap table, model, conversation, title, introduction, conduct, partial performance, or informal statement creates a project obligation, equity grant, allocation, compensation, partnership, or waiver. Such an obligation exists only in a definitive writing signed by the legally responsible party.

28. Acknowledgment

Each Party confirms it read and understands this Agreement, had an opportunity to consult independent legal, tax, and financial advisors, was not induced by an outside promise, and enters voluntarily.

SIGNATURES

PLATFORM PARTY	COLLABORATOR
Signature: ___________________________	Signature: ___________________________
Name: ______________________________	Name: ______________________________
Title: _______________________________	Title: _______________________________
Date: _______________________________	Date: _______________________________

DRAFTING AND CUSTOMIZATION CHECKLIST

Complete this checklist with counsel before signing. It is explanatory and not part of the operative Agreement.

Parties and authority

[ ] Use full legal names and correct entity types.
[ ] Confirm signer authority and whether a platform brand is itself a legal entity.
[ ] Identify affiliates that require express coverage.

Commercial structure

[ ] Put every role, milestone, time commitment, expense, compensation, equity, vesting, and termination consequence in a Project Agreement.
[ ] Do not rely on indicative ranges, conversations, or titles.
[ ] Obtain securities and broker-dealer advice before paying transaction-based compensation.

Introductions and non-circumvention

[ ] Keep contemporaneous introduction records identifying introducer, introduced party, date, and purpose.
[ ] Review the 24-month period for the relevant facts and jurisdiction.
[ ] Document intended roles or economics before material commitments.
[ ] Confirm the clause does not improperly restrain lawful activity under California law.

Risk allocation

[ ] Review the $100 mutual cap and all carve-outs.
[ ] Confirm indemnity procedure and insurance expectations.
[ ] Select the arbitration county and notice addresses.
[ ] Confirm confidentiality duration, data requirements, and deletion practices.

Open-template provenance

[ ] Mark whether this copy is unmodified, commercially modified, substantively modified, or heavily adapted.
[ ] Preserve CC BY 4.0 attribution and identify changes.
[ ] Remove AwakeVC brand assets except as needed for attribution.
[ ] Do not publish signatures, addresses, completed schedules, confidential introduction records, or third-party material without permission.

END OF TEMPLATE