

PRIVATE INVESTMENT AGREEMENT

Atomadic / AAAA-Nexus Project

This Private Investment Agreement ("Agreement") is entered into as of _____ (Date), by and between:

The Founder: Thomas Ralph Colvin IV, an individual residing in the United States, operating the Atomadic project (also known as AAAA-Nexus / ASS-ADE).

The Investor: _____ ("Investor"), an individual residing at _____.

1. INVESTMENT

The Investor agrees to provide a total investment of \$_____ (the "Investment Amount") to the Founder for the purpose of funding the continued development, deployment, and commercialization of the Atomadic autonomous AI platform.

2. USE OF FUNDS

The Investment Amount shall be used for the following purposes: AI development tools and subscriptions (Claude Code, API keys for inference providers), cloud infrastructure (Cloudflare, hosting), software publication and distribution (PyPI, npm), marketing and user acquisition, and basic operating expenses to enable full-time development.

3. RETURN ON INVESTMENT

In exchange for the Investment Amount, the Investor shall receive:

Option A — Revenue Share: ____% of net revenue generated by the Atomadic platform (including API subscriptions, licensing fees, and commercial contracts) until the Investor has received a total return of ____x the original Investment Amount, after which the revenue share reduces to ____%. Revenue share payments shall be made monthly.

Option B — Fixed Return: The Founder agrees to repay the Investment Amount plus a return of ____% within ____ months of the investment date. If the project generates revenue before this date, early repayment may be made.

(Select Option A or Option B by initialing: Investor _____ Founder _____)

4. TIMELINE

The Founder shall use commercially reasonable efforts to launch revenue-generating services within 30 days of receiving the Investment Amount. Monthly progress updates shall be provided to the Investor including: revenue generated, expenses incurred, development milestones achieved, and next steps.

5. INTELLECTUAL PROPERTY

This investment does not transfer any ownership of intellectual property, source code, trademarks, or other assets of the Atomadic project to the Investor. All IP remains the sole property of the Founder. The Investor receives a financial return only, not equity or ownership.

6. RISK ACKNOWLEDGMENT

The Investor acknowledges that this is a high-risk investment in an early-stage technology project. There is no guarantee of return, and the Investor may lose some or all of the Investment Amount. The Investor confirms they are investing funds they can afford to lose.

7. CONFIDENTIALITY

Both parties agree to keep the terms of this Agreement confidential and not disclose them to third parties without written consent, except as required by law.

8. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be resolved through good-faith negotiation between the parties. If negotiation fails, disputes shall be resolved through binding arbitration in the state of the Founder's residence.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. No modifications shall be valid unless made in writing and signed by both parties.

SIGNATURES

FOUNDER:

Name: Thomas Ralph Colvin IV

Signature: _____

Date: _____

INVESTOR:

Name: _____

Signature: _____

Date: _____