



PIONEER AI

**TERM SHEET  
FOR OPTION  
TO INVEST IN  
[COMPANY]**

[DATE]

We are Pioneer AI, a dedicated supporter of early-stage AI startups in the Nordics. As your potential first investor, we commit to substantial initial contributions. Our mission targets the next wave of AI pioneers, emphasizing both positive ESG impact and scalability. Guided by AI and seasoned industry professionals, we are committed to nurturing partnerships that echo the balance and diversity of society.

**This term sheet (the “Term Sheet”) summarizes the main terms with respect to an equity investment (“Investment”) in**

**[Company name] CVR-no. [reg. no.], (the “Company”)**

This Term Sheet grants Pioneer AI Management ApS, CVR-no. [ ] (the “Investor”) an option, but not an obligation, in its own discretion (the “Option”) to complete the Investment within 6 months from the date of signature of the Term Sheet.

The Investment will ultimately be completed pursuant to investment agreement, shareholders agreement, necessary corporate documents and such other documents as deemed necessary (including a data-access agreement for the investor cf. “Data access” below) (the “Transaction Documents”) to be negotiated and executed by the parties and subject to the terms set out below and in Schedule B.

## The Offering Terms

### INVESTMENT AMOUNT

DKK 1,000,000.

### VALUATION (POST-MONEY)

DKK 5,000,000, meaning the price (the “Subscription Price”) paid for each investor share (“Investor Shares”) is calculated such that the Investor will have 20% of the fully diluted ownership in the Company after the Investment round.

## CONDITIONS TO CLOSING:

The Investment is from the Investor's perspective conditional upon the following:

- Satisfactory due diligence by the Investor
- Negotiation and agreement on Transaction Documents
- Final approval from the Investor's investment committee

The agreement to conclude the Investment is not conditional from the Company and the Founders perspective.

## INVESTOR

If the Option is taken up by the Investor, the Investor will incorporate an SPV which will hold the Investor Shares. The Investor may freely at any time move the Investor Shares to another SPV managed by Jakob Sand and Peter Juel Jensen (together the "Managers").

## FOUNDERS

[Founder], [Founder] and [Founder] (together the "Founders").

In this Term Sheet, "Founder" may refer to a company and/or the physical person in control of such a company.

## EXISTING SHAREHOLDERS:

The shareholders owning the shares in the Company prior to the Investment, as set out in the fully diluted cap table in Schedule A.

## INVESTOR INFORMATION

It is crucial that you are able to focus your time on the business, so we do not require any investor updates or other information you need to spend time putting together. Instead, we will use AI-algorithms to both get necessary Company updates as well as assist you with input and advice based on the data generated in your work with the Company. In order for this approach to work, we need access to the relevant data from your Company as well cf. below.

## **ACCESS TO DATA**

The Investor shall, to the fullest extent permitted by law and/or relevant regulations, have access to all data generated by the Company at any point in time, whether in the form of documents or other filetypes, e-mails, messaging systems or other forms, in anonymized form and for the purpose of training the Investor's AI-algorithms to provide as much value as possible for the benefit of both the Company and the Investor.

## **OBLIGATION TO ANSWER QUESTIONS**

The Company and the Founders shall on a regular basis participate in answering questions generated by the Investor's AI-algorithms as well as other activities of a reasonable nature designated by the Investor which may benefit the development of the Investor's AI-algorithms.

## **CONFIDENTIALITY**

This Term Sheet and the contents hereof are confidential to the Founders, and they may disclose these terms only to their representatives, directors and their legal or financial advisors.

## **EXCLUSIVITY**

The Founders agree not to discuss or accept any financing of the Company from other parties before the expiry of the Term Sheet, except as approved by the Investor.

## **EXPIRATION**

The Option for the Investor to complete the Investment contemplated in this Term Sheet expires 6 months after the date of signing.



# Signature Page - Term Sheet

For the Investor:

Date:

\_\_\_\_\_  
Jakob Sand

Date:

\_\_\_\_\_  
Peter Juel Jensen

For the Founders and the Company:

For Date:

\_\_\_\_\_  
Name:

For Date:

\_\_\_\_\_  
Name:

For Date:

\_\_\_\_\_  
Name:

# Schedule A

## Capital structure – pre-investment

Name	Role	Shares	Warrants /Options	% (Fully Diluted)
	Founder			
	Founder			
	Founder			
TOTAL				

# Schedule A

## Capital structure – post-investment

Name	Role	Shares	Warrants /Options	% (Fully Diluted)
	Founder			
	Founder			
Pioneer AI Management ApS	Founder			20%
<b>TOTAL</b>				

# Schedule B

## LEGAL TERMS FOR THE INVESTMENT

To be incorporated in shareholders agreement and investment agreement.

### Liquidation Preference (1 x non-participating)

If the Company is closed down or sold, the Investor get their money back before any other shareholders.

In case of a liquidation, merger, sale or other type of transaction in which control in the Company or substantially all of its assets are transferred, the Investor shall receive, per held Investor Share, the higher of (i) one times the Investment Amount or (ii) the amount they would receive if all shareholders received their pro rata share of such assets or proceeds.

The remaining proceeds shall be distributed to the Existing Shareholders on a pro rata basis.

### Participation Right

The Investor will have the right, but not the obligation, to participate in subsequent issuances of any equity securities on a pro rata basis.

## Anti-dilution (Pay to play)

The Investor will be entitled to a broad-based weighted average protection mechanism should the Company issue equity securities (except for issuances of warrants/options to employees) of any type or class at a price per share below that paid by the Investor.

## Protective Provisions

We are investing in you and your ability to lead the Company. However, as a standard safeguard, there are certain major decisions listed below, that require the consent of the Investor before they can be made:

- (i)** Alter rights pertaining to the shares in the Company or amend the articles of association;
- (ii)** issue, redeem or acquire shares or other equity securities;
- (iii)** declare or pay any dividend or make a decision on other asset distribution;
- (iv)** change the number of the members of the board of directors;
- (v)** execute a trade sale or merge, demerge, liquidate or dissolve the Company in any other manner;
- (vi)** transfer, lease, license (other than licenses granted in the ordinary course of business on a non-exclusive basis), pledge or encumber assets or rights material to the Company's business;
- (vii)** enter into any contract or assignment with a shareholder or his immediate family member or any entity controlled by a shareholder and/or his immediate family member;
- (viii)** hire or fire Founders or key persons or amend the terms of their employment contracts;
- (ix)** effect any material change to the nature of the business or the agreed business plan of the Company;
- (x)** subscribe or otherwise acquire or dispose of any shares in the capital of any other company;
- (xi)** take any steps relating to any debt financing exceeding DKK 25,000; and
- (xii)** equity based incentives to the Founders or other direct or indirect Shareholders.

## **Board of Directors**

Our philosophy is that you lead the Company and we will not influence whether you want a board or not.

For governance reasons, if you do decide to implement a board, we reserve the option to either elect a member or an observer to the board.

## **Right of First Refusal**

In case of a share transfer by any shareholder, the Company primarily and the shareholders secondarily, pro rata to the number of Shares held by them, shall have a right of first refusal to acquire transferred shares on the same terms and conditions, as applicable, as offered to a potential buyer.

## **Drag Along**

If the shareholders holding at least 50% of the shares held by all shareholders, including always the Investor wishes to sell their shares to a third party, they have the right to drag the rest of the shareholders in the Company in such a transaction.

## Tag-Along

If any shareholder is entitled to, and proposes to, transfer any of its shares to a bona fide third party, then each other shareholder shall have the right, but not the obligation, to require that the proposed purchaser simultaneously purchases from such other shareholder a pro rata portion of its shares on the same proposed terms and conditions.

## Permitted Transfers

The Investors may freely transfer their Investor Shares to any other Company controlled by the Investor.

## Expenses

The Company, in whose interest the work completing the investment is being carried out, shall reimburse the Investor's reasonable fees to its advisors in connection with the Investment (subject to the Investment closing).

## Vesting

It is in everyone's interest, that as many of the shares in the Company as possible is owned by the active Founders. In the unfortunate event that a Founder leaves, the Company therefore needs to have an option to buy shares back from the leaving Founder, with the terms subject to whether the Founder is a Good, Bad or No-Cause leaver.

Shares held by the Founders and other key persons will vest over 4 years (the "Vesting Period") as follows: 25% to vest one year after closing and the remaining 75% to vest in equal monthly instalments under the following 36 months.

If a Founder (or other key person) leaves the Company during the Vesting Period his/her shares may be purchased by the Company primarily and the other shareholders secondarily pro rata as set forth in Table 1 below.

	Vested Shares	Unvested Share
Good Leaver	Stays with Founder	Sold for what the Founder once paid for the shares
No cause Leaver	Sold for 50% of fair market value	Sold for what the Founder once paid for the shares
Bad Leaver	Sold for what the Founder once paid for the shares	Sold for what the Founder once paid for the shares

Table 1: Overview of the effects of becoming a leaver.



## **Founder Lock-in**

During the Vesting Period, the Founders cannot sell their shares without approval from the Investor.

## **Non-Compete and Non-Solicitation**

Each Founder will be subject to a non-competition and a non-solicitation commitment in the shareholders agreement, valid until one year from the date he/she ceases to be a shareholder in the Company.

## **Due Diligence**

The Founders and the Existing Shareholders shall assign all relevant intellectual property to the Company for no compensation, or such compensation as required by law.

## **Warranties**

Each Founder shall severally and not jointly give standard warranties to the Investor's, including warranties on title, intellectual property and complete information.

The warranties will be subject to customary caps on liability, including limiting the Founders liability to the effect that the Founders may choose to transfer their shares in the Company to cover any and all liability for the Founders.