REUP+ 300 万美元股权融资正式文件草案

USD 3,000,000 Equity Financing — Bilingual Transaction Draft

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文件用途：三位联合投资人融资谈判、内部审批与美国公司/证券律师审查。非已签署、非具有约束力的最终法律文件。

一、交易摘要 / Transaction Summary

条目 / Item	拟议条件 / Proposed Terms
融资金额 / Financing	USD 3,000,000
投资人 / Investors	3 名投资人，每人 USD 1,000,000
投前估值 / Pre-money	USD 7,000,000
投后估值 / Post-money	USD 10,000,000
发行证券 / Securities	Series Seed Preferred Stock（拟议）
每股价格 / Price	USD 1.00（基于示例完全稀释股本）
投资人目标权益 / Ownership	各 10%，合计 30%（投后完全稀释）
付款 / Funding	一次或分期，待各方书面约定
公司 / Issuer	[公司准确法定名称、注册州及地址待填]

重要说明：估值系由投资额与目标持股比例反推；股份数量为交易模型，不代表实际已发行股份。公司现有股东、已授予期权、SAFE/可转债、既有权利和激励池扩容必须在交割前核实。

二、拟议融资前后股权结构 / Pro Forma Capitalization

持有人 / Holder	融资前股数	本轮新增股数	投后股数	投后比例
创始人 / Founder	4,000,000	—	4,000,000	40%
合伙人及预留 / Partners	2,000,000	—	2,000,000	20%
员工激励池 / ESOP	1,000,000	—	1,000,000	10%
投资人 A / Investor A	—	1,000,000	1,000,000	10%
投资人 B / Investor B	—	1,000,000	1,000,000	10%
投资人 C / Investor C	—	1,000,000	1,000,000	10%
合计 / Total	7,000,000	3,000,000	10,000,000	100%

“合伙人及预留”和“员工激励池”属于完全稀释口径的拟议额度，实际已发行、已授予、未授予数量须由公司律师与股权管理员逐项核实。

三、投资条款清单 / Investment Term Sheet

1. 认购与发行 / Subscription and Issuance

中文：每位投资人拟认购 1,000,000 股优先股，认购价 USD 1.00/股，须以交割时合法有效发行及最终股本表为准。

English: Each investor proposes to subscribe for 1,000,000 preferred shares at USD 1.00 per share, subject to valid issuance and the final agreed capitalization at closing.

2. 付款与交割 / Funding and Closing

中文：交割日期、一次性或分期支付、付款账户、未付款处理及最后交割期限待定；未付款不自动产生已发行股份或投票权。

English: Closing dates, single or staged funding, payment instructions, defaults and outside date remain to be agreed. Unfunded commitments do not automatically confer issued shares or voting rights.

3. 清算优先权 / Liquidation Preference

中文：拟采用 1 倍非参与型清算优先权，具体适用范围与视同清算事件由公司注册证书规定。

English: A 1x non-participating liquidation preference is proposed, with scope and deemed liquidation events set forth in the certificate of incorporation.

4. 股息 / Dividends

中文：无强制累积股息；股息仅在依法宣告时支付。

English: No mandatory cumulative dividends; dividends are payable only when lawfully declared.

5. 反稀释 / Anti-dilution

中文：拟采用广义加权平均机制及常规例外，具体由律师拟定。

English: Broad-based weighted-average anti-dilution protection with customary exceptions is proposed, subject to counsel drafting.

6. 投资人权利 / Investor Rights

中文：三位投资人同类股份每股经济权利一致；信息权、优先认购权及转让限制依正式协议执行。

English: The three investors shall have equal per-share economic rights within the same series; information, pro rata and transfer rights will be governed by definitive agreements.

7. 交割先决条件 / Conditions

中文：包括公司批准、尽调、知识产权权属、股权核对、投资人身份及证券合规核查、正式文件签署。

English: Conditions include corporate approvals, diligence, IP ownership, capitalization verification, investor eligibility and securities compliance, and definitive documentation.

8. 非约束性 / Non-binding

中文：本条款清单原则上不构成投资或发行义务；明确另行签署为有约束力的保密或排他条款除外。

English: This term sheet generally creates no obligation to invest or issue shares, except separately executed provisions expressly designated as binding, such as confidentiality or exclusivity.

四、创始人控制权保护 / Founder Governance Protection

董事会 / Board

中文：建议五席：创始人提名 2 席、经营合伙人提名 1 席、三位投资人共同提名 1 席、独立董事 1 席。2/5 席不是董事会多数。

English: Proposed five seats: two founder nominees, one operating-partner nominee, one jointly designated investor nominee and one independent director. Two of five seats do not constitute a board majority.

共同提名 / Joint Nomination

中文：三位投资人先协商一致；协商不成，可由本轮优先股超过 50%表决权共同决定候选人，须在投票协议中落实。

English: The investors should first seek consensus; failing consensus, holders of more than 50% of this round's preferred voting power may designate the nominee, as implemented in a voting agreement.

经营授权 / Management Authority

中文：CEO 在董事会批准的预算和授权范围内负责日常运营。投资人不得仅凭持股直接指挥员工或日常合同。

English: The CEO manages ordinary operations within board-approved budgets and delegated authority. Shareholders do not direct staff or ordinary contracts solely by holding shares.

重大事项 / Reserved Matters

中文：核心 IP 出售、控制权变更、优先股权利修改及重大关联交易设置明确且有限的批准门槛；不得给予每位投资人广泛单独否决权。

English: Major IP disposals, changes of control, preferred-right amendments and material related-party transactions should have clearly scoped approvals; avoid broad individual vetoes for each investor.

控制权边界 / Limits

中文：40%创始人股权不保证绝对控制，也不能保证未来融资不稀释。提名权及特别批准安排需依法写入有效治理文件。

English: A 40% founder stake does not guarantee absolute control or protection from future dilution. Nomination and approval arrangements require valid governing documents.

五、联合投资人与付款机制 / Syndicate and Funding Mechanics

建议三位投资人分别签署认购协议，使用统一投资人权利协议与投票协议，共同提名一位董事。三位投资人各自承担 100 万美元付款义务，除明确书面约定外不互相担保。

Each investor should execute its own subscription agreement under harmonized investor-rights and voting documentation. Each is responsible for its own USD 1 million commitment, without cross-guarantees unless expressly agreed in writing.

投资人	承诺金额	目标新增股数	投后目标比例	实际付款	交割日期
A	$1,000,000	1,000,000	10%	[待填]	[待填]
B	$1,000,000	1,000,000	10%	[待填]	[待填]
C	$1,000,000	1,000,000	10%	[待填]	[待填]

如分期交割，须在协议中逐期明确认购金额、发行股数、对应权利、违约救济及未交割额度的处理；不得将未付款股份记为已发行。

六、资金用途与治理 / Use of Proceeds and Oversight

拟用于 AI 平台研发、美国市场拓展、服务商网络、项目风控、核心团队和营运资金。具体预算、关联交易审批与财务报告机制应由董事会审定。

Proceeds are intended for AI platform development, U.S. expansion, service-provider networks, project controls, key personnel and working capital, subject to board-approved budgets and related-party controls.

七、交割文件清单 / Closing Document Checklist

□ 正式股权认购协议 / Executed subscription agreements (one per investor)

□ 修订公司注册证书及优先股权利 / Amended certificate of incorporation and preferred stock terms

□ 投资人权利协议 / Investors' rights agreement

□ 股东投票协议 / Voting agreement

□ 优先购买与共同出售协议（如适用） / ROFR and co-sale agreement (if applicable)

□ 董事会及股东批准文件 / Board and shareholder approvals

□ 投资人身份及适用私募豁免核查 / Investor eligibility and private-offering compliance

□ 知识产权归属及关联交易审查 / IP ownership and related-party review

□ 交割时股本表及股东名册 / Closing capitalization table and stock ledger

□ 付款凭证、发行记录及适用申报 / Funding receipts, issuance records and applicable filings

八、待填资料与风险提示 / Open Items and Legal Notes

□ 发行主体的准确法定名称、注册州、地址及注册编号

□ 三位投资人的姓名/实体、地址、税务与证券资格资料

□ 创始人与合伙人已发行/承诺股份、期权池、SAFE 或可转债

□ 一次或分期付款日期、违约与终止机制

□ 公司章程、董事提名权及保护性条款最终版本

□ 适用法律、争议解决、费用分担和签署日期

本文件为商业条款及治理机制的综合草案，不构成法律、税务或证券投资建议。美国证券发行与经纪/投资顾问监管、董事信义义务及员工股权税务问题，应由具有相应资质的美国律师与税务顾问审核。

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