

CO-FOUNDER AGREEMENT

Company Name: _____ Effective Date: _____

PARTIES:

This Agreement is entered into between the following individuals as Co-Founders (the "Founders"):

Founder 1 Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

Founder 2 Information:

Full Name: _____

Government ID / Driver License No.: _____

Address: _____

Phone/Email: _____

1. Formation and Purpose

The Founders hereby form a business entity for the purpose of developing, managing, and operating the Company as described herein. This Agreement sets forth the terms of their relationship, rights, and obligations as Co-Founders.

2. Capital Contribution and Ownership

Each Founder shall contribute capital, whether in cash, property, services, or other assets, as agreed and documented separately. Ownership interests shall be allocated as follows: Founder 1 – ____%, Founder 2 – ____%. Ownership percentages may be adjusted only by written agreement of all Founders.

3. Roles and Responsibilities

Each Founder shall perform the roles and responsibilities mutually agreed upon. Decisions regarding the Company's operations shall require unanimous consent unless otherwise stipulated in this Agreement.

4. Intellectual Property

All intellectual property created or developed by any Founder related to the Company shall be the sole and exclusive property of the Company. Founders hereby assign to the Company any rights they may have in such intellectual property.

5. Confidentiality

Founders agree to maintain in strict confidence all proprietary and confidential information obtained in connection with the Company, both during and after the term of this Agreement.

6. Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Founders shall not engage in any business that directly competes with the Company nor solicit employees, contractors, or clients of the Company.

7. Decision Making and Voting

All major decisions shall require the unanimous approval of the Founders unless otherwise provided. Routine decisions may be made by majority vote.

8. Withdrawal or Removal of a Founder

Any Founder may withdraw by providing written notice to the other Founder(s). In the event of withdrawal, removal, death, disability, or breach of this Agreement, the remaining Founders shall have the right of first refusal to purchase the departing Founder's interest.

9. Dispute Resolution

Any disputes arising under or related to this Agreement shall first be addressed through good faith negotiation. If unresolved, the dispute shall be submitted to mediation, and if mediation fails, binding arbitration under the rules of the American Arbitration Association.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles.

11. Amendments

No amendment or modification of this Agreement shall be valid unless in writing and signed by all Founders.

12. Entire Agreement

This Agreement contains the entire understanding among the Founders and supersedes all prior agreements and understandings related to its subject matter.

13. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or electronic means with confirmation.

17. Liability

Founders shall not be personally liable for the debts, liabilities, or obligations of the Company beyond their capital contributions except as required by law.

18. Tax Treatment

The Company shall elect its tax classification, and the Founders shall report their share of profits and losses consistent with applicable tax laws.

19. Books and Records

The Company shall maintain accurate and complete books and records, which shall be available to all Founders upon

reasonable request.

20. Signatures

By signing below, the Founders agree to be bound by the terms and conditions of this Agreement, effective as of the date first written above.

FOUNDER 1 SIGNATURE

FOUNDER 2 SIGNATURE

Signature: _____

Signature: _____

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