

FOUNDERS AGREEMENT

Location: _____

Date: _____

Parties:

This Founders Agreement (the "Agreement") is entered into by and among the undersigned founders (the "Founders") of the company

Recitals:

WHEREAS, the Founders desire to formally establish their respective rights and obligations in connection with the ownership, management, and operation of the Company; and WHEREAS, the Founders intend for this Agreement to govern their relationship with each other and the Company;

1. Formation of the Company:

The Founders agree to form a business entity pursuant to applicable laws and regulations in the United States. The Company shall be formed as a corporation, limited liability company, or other legal entity as agreed upon by the Founders.

2. Ownership and Capital Contributions:

Each Founder's initial ownership interest in the Company shall be proportional to their respective capital contributions, whether in cash, property, services, or other agreed consideration. The initial ownership percentages shall be documented in a separate Exhibit attached hereto.

3. Roles and Responsibilities:

Each Founder shall perform the roles and responsibilities as agreed and set forth in writing by the Founders. No Founder shall bind the Company without prior written consent of the other Founders, except as provided in this Agreement.

4. Management and Decision Making:

The Company's management shall be vested in the Founders collectively. Decisions shall require the approval of Founders holding a majority of ownership interests, unless otherwise stated herein or in the Company's governing documents.

5. Vesting of Ownership Interests:

Ownership interests of the Founders shall be subject to vesting schedules as agreed, including but not limited to time-based and milestone-based vesting. Unvested interests shall be subject to repurchase or forfeiture under terms set forth herein.

6. Intellectual Property Assignment:

All intellectual property created, developed, or acquired by any Founder in connection with the Company's business

shall be owned by the Company. Founders hereby assign all such intellectual property rights to the Company.

7. Confidentiality:

Each Founder agrees to keep confidential and not disclose to any third party any proprietary or confidential information of the Company or other Founders, except as required by law or with prior written consent.

8. Non-Competition and Non-Solicitation:

During the term of their involvement and for a period of one year thereafter, no Founder shall engage in any business that directly competes with the Company, nor solicit employees, customers, or suppliers of the Company.

9. Transfer of Ownership Interests:

No Founder may transfer, sell, assign, pledge, or otherwise dispose of any ownership interest without first offering such interest to the other Founders on the same terms as offered by a third party, subject to right of first refusal provisions.

10. Dispute Resolution:

Any disputes arising under or related to this Agreement shall be resolved first by good faith negotiation between the Founders. If unresolved, disputes shall be submitted to mediation, and if still unresolved, to binding arbitration in accordance with the rules of the American Arbitration Association.

11. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

12. Entire Agreement and Amendments:

This Agreement constitutes the entire agreement among the Founders with respect to its subject matter and supersedes all prior agreements and understandings. Any amendments or modifications must be in writing signed by all Founders.

13. Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.

14. Waiver:

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

15. Counterparts and Electronic Signatures:

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

FOUNDER 1 SIGNATURE

Name: _____

Signature: _____

Date: _____

FOUNDER 2 SIGNATURE

Name: _____

Signature: _____

Date: _____

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