

STARTUP FOUNDERS AGREEMENT

Company Name: _____ Principal Place of Business: _____

Founders Information:

Founder 1 - Full Name: _____

Founder 1 - Address: _____

Founder 1 - Email/Phone: _____

Founder 2 - Full Name: _____

Founder 2 - Address: _____

Founder 2 - Email/Phone: _____

Recitals:

WHEREAS, the Founders wish to collaborate as co-founders of the Company and agree on their respective rights, duties, and obligations; AND WHEREAS, this Agreement sets forth the terms governing their relationship and the operation of the Company; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Formation and Purpose

The Founders hereby form the Company as a legal entity under the laws of the United States. The purpose of the Company shall be to develop, market, and operate the business as agreed by the Founders.

2. Capital Contributions and Ownership

Each Founder agrees to contribute capital, services, intellectual property, or other consideration as set forth in a separate Schedule. Ownership interests and shareholdings shall be allocated accordingly and documented in the Company's records.

3. Roles and Responsibilities

Each Founder shall perform the roles and responsibilities agreed upon, contributing time, skill, and effort to the Company's success. The Founders shall cooperate in good faith and act in the Company's best interests.

4. Decision Making and Voting

Decisions regarding the Company's management and operations shall require the approval of Founders holding a majority of ownership interests unless otherwise specified. Specific matters may require unanimous consent as detailed herein.

5. Intellectual Property

All intellectual property developed or acquired by the Company or the Founders related to the Company's business shall be owned by the Company. Founders agree to assign and transfer any such intellectual property to the Company.

6. Confidentiality

Founders shall maintain in strict confidence all confidential information of the Company and shall not disclose such information to any third party without prior written consent.

7. Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of two years thereafter, Founders shall not compete with the Company's business or solicit Company employees, customers, or partners.

8. Restrictions on Transfer

No Founder shall transfer, sell, assign, or encumber any ownership interest without the prior written consent of the other Founders, subject to right of first refusal provisions as set forth in the Company's governing documents.

9. Vesting

Founders' ownership interests shall vest over a period of four years with a one-year cliff unless otherwise agreed in writing. Unvested interests shall be subject to repurchase by the Company upon termination of a Founder.

10. Compensation

Compensation, if any, for Founders shall be agreed upon by unanimous consent and documented separately. Founders may defer compensation to support the Company's growth at their discretion.

11. Expenses

The Company shall reimburse Founders for reasonable expenses incurred on behalf of the Company, subject to approval and documentation.

12. Books, Records, and Reporting

Accurate books, records, and accounts shall be maintained. Founders shall have access to all Company records and financial reports as reasonably requested.

13. Bank Accounts and Financial Transactions

The Company's funds shall be held in designated bank accounts requiring at least two authorized signatories. Financial transactions shall be conducted in accordance with approved procedures.

14. Indemnification

The Company shall indemnify Founders to the full extent permitted by law against claims arising from their activities on behalf of the Company, except for willful misconduct or gross negligence.

15. Term and Termination

This Agreement shall continue until terminated by mutual agreement or as otherwise provided herein. Termination shall not affect accrued rights or obligations.

16. Dissolution and Liquidation

Upon dissolution, the Company's assets shall be liquidated and distributed according to ownership interests after payment of liabilities and expenses.

17. Dispute Resolution

Disputes arising under this Agreement shall be resolved first by good faith negotiation, then mediation, and if unresolved, by binding arbitration in accordance with the rules of the American Arbitration Association.

18. Governing Law

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

19. Notices

All notices required or permitted shall be in writing and delivered personally, by certified mail, nationally recognized overnight courier, or electronic means with confirmation of receipt.

20. Entire Agreement and Amendments

This Agreement constitutes the entire agreement among the Founders and supersedes all prior agreements. Amendments must be in writing and signed by all Founders.

21. Severability

If any provision is held invalid or unenforceable, the remainder shall continue in full force and effect.

22. Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement rights.

23. Counterparts

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

24. Headings

Headings are for convenience only and do not affect interpretation.

25. Further Assurances

Founders agree to execute documents and take actions reasonably necessary to effectuate the purposes of this Agreement.

FOUNDER 1 SIGNATURE

FOUNDER 2 SIGNATURE

Signature: _____

Signature: _____

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