

FOUNDERS AGREEMENT

Location: _____ Effective Date: _____

PARTIES

This Founders Agreement (the "Agreement") is entered into by and between:

Founder 1: _____
Founder 2: _____
Additional Founders (if any): _____

RECITALS

WHEREAS, the Founders wish to enter into a business together and establish the terms and conditions of their relationship; and WHEREAS, the Founders desire to memorialize their understandings and agreements regarding ownership, roles, responsibilities, contributions, and other matters related to the business.

1. FORMATION OF COMPANY

The Founders agree to form a corporation or limited liability company (the "Company") under the laws of the State of _____, USA. The business purpose of the Company shall be _____. The Founders shall take all necessary actions to legally establish the Company and execute all required documents.

2. CAPITAL CONTRIBUTIONS AND OWNERSHIP

Each Founder shall make an initial capital contribution as agreed upon in writing, which may be in the form of cash, property, services, or other assets. Ownership interests shall be allocated as follows, subject to adjustment only upon written agreement by all Founders:

Founder	Capital Contribution Description	Ownership Percentage
Founder 1		
Founder 2		
Additional Founders		

3. ROLES AND RESPONSIBILITIES

The Founders shall have the following roles and responsibilities in the Company unless otherwise agreed in writing: -

Founder 1: _____ - Founder 2: _____
_____- Additional Founders: _____

4. VOTING AND DECISION MAKING

Decisions regarding the Company's business shall require the approval of Founders holding a majority of the ownership interests, unless a greater percentage is required by law or this Agreement. Each Founder shall have voting power proportionate to their ownership percentage.

5. TRANSFER AND SALE OF INTERESTS

No Founder shall sell, assign, pledge, or otherwise transfer any part of their ownership interest except in accordance with the terms set forth herein. The Company or the other Founders shall have a right of first refusal to purchase any interests a Founder intends to transfer.

6. CONFIDENTIALITY

Each Founder acknowledges that during the term of this Agreement, they will have access to confidential and proprietary information of the Company. Each Founder agrees to hold all such information in strict confidence and not disclose it to any third party without the prior written consent of the Company.

7. INTELLECTUAL PROPERTY

All intellectual property created by any Founder related to the business of the Company shall be owned by the Company. Each Founder agrees to assign and transfer all rights, title, and interest in such intellectual property to the Company.

8. TERMINATION

This Agreement shall remain in effect until terminated by mutual written agreement of all Founders or as otherwise provided by law. Upon termination, the Founders shall proceed with dissolution or other agreed actions consistent with applicable laws and this Agreement.

9. DISPUTE RESOLUTION

Any disputes arising out of or relating to this Agreement shall first be subject to good faith negotiations between the Founders. If unresolved, disputes shall be submitted to mediation, and if mediation fails, to binding arbitration in accordance with the rules of the American Arbitration Association or another mutually agreed forum.

10. GOVERNING LAW

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

11. MISCELLANEOUS

a) Entire Agreement: This Agreement, together with any exhibits or schedules, constitutes the entire agreement among the Founders. b) Amendments: Any amendments must be in writing and signed by all Founders. c) Severability: If any provision is held invalid, the remainder shall continue in full force and effect. d) Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

FOUNDER 1 SIGNATURE

Signature: _____

FOUNDER 2 SIGNATURE

Signature: _____

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