

FOUNDERS AGREEMENT

PARTIES

- This Founders Agreement (hereinafter referred to as the **“Agreement”**) is entered into on _____ (the **“Effective Date”**), by and between the following:

Founder’s name	Address

(collectively referred to as the **“Founders”**).

BUSINESS VENTURE

- The Founders agree that _____ has been created as the business venture (hereinafter, referred to as **“the Company”**) located at _____.

TRANSFER OF OWNERSHIP

- The Founders agree that the transfer of shares will only be as follows:

CAPITAL

- The Founders agree that the amount of capital contributed to the Company by each Founder will amount to \$_____.
- The Founders further agree that this amount is non-refundable.

OWNERSHIP STRUCTURE

- The Founders agree that upon the formation of the Company, the shares will be divided as follows:

MANAGEMENT STRUCTURE

- The Founders agree that they will be compensated _____ (full-time or part-time).

CONFIDENTIALITY

- The Founders agree that they will not disclose any concepts / technologies that are or may be related to this Agreement and business.

AMENDMENTS

- The Founders agree that any amendments made to this Agreement must be in writing where they must be signed by the Founders of this business and Agreement.
- As such, any amendments made by the Founders will be applied to this Agreement.

SEVERABILITY

- In an event where a provision of this Agreement is found to be void and/or unenforceable by a court of competent jurisdiction, then the provisions remaining will continue to be enforced.

DISPUTE RESOLUTION

- Any dispute and/or difference arising out of or related to this Agreement will be submitted to _____ (Arbitration/mediation/negotiation) according to, and subject to the laws of _____.

GOVERNING LAW

- This Agreement will be governed by and construed according to the laws of _____

_____.

ENTIRE AGREEMENT

- This Agreement is complete and with respect to the subject matter herein, supersedes all and any prior agreements, understandings, and conditions, expressed or implied, written or oral, of any nature with respect to the subject matter herein.
- The expressed terms control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms herein.

SIGNATURE AND DATE

- The Founders hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout their signatures below:

FOUNDER _____	FOUNDER _____
DATE _____	DATE _____
FOUNDER _____	FOUNDER _____
DATE _____	DATE _____