CO-FOUNDER AGREEMENT

This Co-Founder Agreement (the "Agreement") is entered into as of [Effective Date], by and between [Founder 1 Name] and [Founder 2 Name] (collectively, the "Founders") with respect to the formation and operation of [Your Company Name] (the "Company").

WHEREAS, the Founders desire to set forth the terms and conditions of their relationship with respect to the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Founders agree as follows:

**BUSINESS DEFINITION AND MILESTONES**

The Company shall be engaged in the business of [brief description of the business] and will pursue the milestones as described in Schedule A attached hereto.

**ECONOMIC INTEREST AND OWNERSHIP**

The Company's equity shall be divided among the Founders as follows: [Founder 1 Name]: [Percentage]%, [Founder 2 Name]: [Percentage]%. This allocation is based on the respective contributions made by the Founders, and is subject to adjustment as set forth in this Agreement.

**INTELLECTUAL PROPERTY AND NON-DISCLOSURE OBLIGATIONS**

Each Founder agrees to promptly disclose and assign to the Company any Intellectual Property (as defined below) developed in connection with the Company's business. "Intellectual Property" means patents, copyrights, trademarks, trade secrets, and any other intellectual property rights. Each Founder shall also maintain the confidentiality of the Company's confidential information and not use or disclose it, except as authorized by the Company.

**MECHANISM TO DETERMINE OWNERSHIP OR ECONOMIC INTEREST**

Any future adjustments in ownership or economic interests shall be determined by the Founders based on factors such as capital contributions, new services rendered, or changes in the Company's strategy. Any such adjustments shall be documented in writing and signed by all Founders.

**LOCK-IN PERIOD**

The Founders agree that, for a period of five (5) years from the Effective Date of this Agreement (the "Lock-In Period"), neither Founder shall sell, transfer, or otherwise dispose of any portion of their equity interest in the Company, except as may be permitted by this Agreement, the Company's governing documents, or applicable law. Any attempt by a Founder to dispose of their equity interest in violation of this Lock-In Period shall be null and void.

If a Founder resigns as a director or wishes to dispose of their shares within the Lock-In Period, they shall first offer to sell their shares to the existing Founder(s) at face value or at a price mutually agreed upon by all the shareholders. The sale must be approved by all the shareholders, and the transfer of shares shall be subject to the Company's governing documents and applicable law.

**VESTING**

Ownership of the Company's equity shall vest over a period of [number of years, e.g., 4 years] in equal monthly instalments, subject to a [number of months, e.g., 12 months] cliff. If a Founder's relationship with the Company terminates before the end of the vesting period, the unvested equity will be forfeited.

**ROLES AND RESPONSIBILITIES**

Each Founder's roles and responsibilities are set forth in Schedule B attached hereto.

**DECISION-MAKING PROCESS**

The Founders agree to make decisions on significant matters affecting the Company by consensus, provided that, in the event of a deadlock, the matter shall be resolved as set forth in the dispute resolution provisions below.

**PERFORMANCE CRITERIA AND FIRING**

The Founders agree to establish performance criteria for themselves and the Company. If a Founder fails to meet the performance criteria, the other Founder may initiate a discussion about the possibility of termination.

**DISPUTE RESOLUTION AND CONFLICTS**

Any disputes between the Founders that cannot be resolved by good faith negotiation shall be referred to mediation, and if mediation fails, to binding arbitration in accordance with the rules of [specify arbitration body].

**NON-COMPETE RESTRICTIONS**

Each Founder agrees not to engage in any business that competes with the Company during the term of their relationship with the Company and for a period of [number of years, e.g., 2 years] thereafter.

**PROVISIONS FOR COMPENSATION**

The Founders agree to receive compensation as determined by the Company's Board of Directors, considering factors such as the Company's financial condition, industry standards, and individual performance.

**EXIT MECHANISM**

In the event a Founder desires to transfer, sell , or otherwise dispose of their equity interest in the Company, they shall first provide written notice to the other Founder(s) and offer them the right of first refusal to purchase such equity interest on the same terms and conditions as offered to a third party. If the other Founder(s) decline or do not respond within [number of days, e.g., 30 days], the selling Founder may proceed with the transfer to a third party, subject to the Company's governing documents and applicable law.

**ENFORCEABILITY RISKS**

The Founders acknowledge that the enforceability of certain provisions in this Agreement, including but not limited to non-compete restrictions, may be subject to the laws of the jurisdiction in which the Company is located. The Founders agree to comply with such laws and to seek appropriate legal advice as necessary to ensure the enforceability of this Agreement.

**MISCELLANEOUS**

a. Amendments: This Agreement may be amended only in writing signed by all Founders.

b. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of [specify jurisdiction].

c. Entire Agreement: This Agreement, together with any schedules and exhibits hereto, constitutes the entire agreement between the Founders with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, among the Founders with respect to such subject matter.

d. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Founders and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Founders have executed this Agreement as of the date first above written.

[Founder 1 Name] [Founder 2 Name]

Schedule A: Business Milestones

[Description of business milestones]

Schedule B: Roles and Responsibilities

[Founder 1 Name]:

[Description of roles and responsibilities]

[Founder 2 Name]:

[Description of roles and responsibilities]