

Founder Vesting Agreement

This **Founder Vesting Agreement** ("**Agreement**") is made effective as of
 ("**Effective Date**") by and between the parties below:

Company

Founder

1. Purpose

The Company and Founder enter into this Agreement to set the conditions under which Founder’s ownership of certain shares in the Company becomes fully vested over time. The parties intend that Founder will retain vested Shares upon the end of Founder’s Service, subject to the Company’s governing documents and any applicable transfer restrictions.

2. Share Grant and Vesting Terms

The Company has issued, or will issue, to Founder the Shares described below in exchange for .

Item	Details
Class of Shares	
Total Shares Subject to Vesting	
Purchase Price Per Share	
Total Purchase Price	
Vesting Start Date	
Vesting Schedule	

Founder's Shares will vest as follows: of the Shares will vest on the first anniversary of the Vesting Start Date, provided Founder has continuously provided Service through that date. The remaining unvested Shares will vest in equal monthly installments over the following months, provided Founder continues to provide Service through each applicable vesting date.

No Shares will vest after Founder's Service ends, except as expressly stated in a written agreement signed by the Company and Founder.

3. Meaning of Service

"Service" means Founder's continuous service to the Company as an employee, officer, director, consultant, advisor, manager, or other service provider approved by the Company.

A change in Founder's title, duties, compensation, or service arrangement does not by itself end Service, provided Founder continues to provide services to the Company or an approved affiliate.

4. Company Repurchase Right

If Founder's Service ends for any reason, the Company will have the right, but not the obligation, to repurchase all Shares that have not vested as of the date Service ends ("**Unvested Shares**").

The Company may exercise this repurchase right by delivering written notice to Founder or Founder's legal representative within 90 days after the end of Service. The notice must identify the number of Unvested Shares being repurchased and the total repurchase price.

The repurchase price for each Unvested Share will be the lesser of:

- the original purchase price paid by Founder for that Share; or
- the fair market value of that Share on the date Service ends.

The Company will pay the repurchase price within 30 days after exercising its repurchase right, subject to applicable law and the Company's available funds.

Upon payment, Founder will transfer the repurchased Unvested Shares to the Company free of any lien, claim, or other encumbrance created by Founder.

5. Vested Shares

Shares that have vested before the end of Founder's Service will remain owned by Founder. Vested Shares remain subject to this Agreement, the Company's charter documents, bylaws or operating agreement, any shareholders' agreement, and any lawful restrictions on transfer.

6. No Acceleration

Founder is not entitled to accelerated vesting because of a change in control, termination of Service, disability, death, or any other event unless the Company and Founder later agree otherwise in a written agreement signed by both parties.

7. Restrictions on Transfer

Founder may not sell, assign, pledge, encumber, gift, transfer, or otherwise dispose of any Shares except as permitted by this Agreement and the Company's governing documents.

Founder must obtain the Company's prior written consent before transferring any Shares. The Company may refuse consent where permitted by applicable law or where the proposed transfer would conflict with the Company's governing documents, securities laws, contractual obligations, or the Company's legitimate business interests.

Any attempted transfer that violates this clause is void to the extent permitted by law.

8. Share Certificates and Records

Any certificate representing the Shares may bear a legend stating that the Shares are subject to vesting, repurchase rights, and transfer restrictions. If the Shares are uncertificated, the Company may include equivalent restrictions in its ownership records and notices to Founder.

Founder authorizes the Company to make appropriate notations in its capitalization records to reflect this Agreement.

9. Founder Cooperation

Founder will sign and deliver documents reasonably requested by the Company to carry out this Agreement, including stock powers, transfer documents, and acknowledgments of transfer restrictions.

If Founder fails to execute a document required to complete a valid repurchase under this Agreement, Founder appoints the Company's authorized officer as Founder's limited attorney-in-fact solely to execute that document on Founder's behalf. This authority is limited to actions necessary to complete the repurchase of Unvested Shares properly exercised under the Company Repurchase Right clause.

10. Tax Matters

Founder is solely responsible for obtaining independent tax advice regarding the acquisition, vesting, and possible repurchase of the Shares. The Company does not provide tax advice and makes no representation about the tax treatment of the Shares.

Founder acknowledges that a tax election may be available in some jurisdictions when restricted shares are issued. Founder is responsible for determining whether an election is available, appropriate, and timely filed.

11. Securities Law Compliance

Founder acknowledges that the Shares may not be registered under applicable securities laws and may be subject to restrictions on resale or transfer. Founder agrees not to transfer the Shares unless the transfer complies with applicable law and the Company's governing documents.

12. Confidentiality of Terms

Founder will keep the commercial terms of this Agreement confidential, except where disclosure is required by law or reasonably necessary to Founder's legal, tax, or financial advisers, provided those advisers are bound by confidentiality obligations.

13. Notices

Founder will keep the commercial terms of this Agreement confidential, except where disclosure is required by law or reasonably necessary to Founder's legal, tax, or financial advisers, provided those advisers are bound by confidentiality obligations.

Notices must be sent to the addresses indicated in the first page of this Agreement. Either party may update its notice details by written notice to the other party.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of , without regard to conflict-of-law rules.

The parties will first attempt in good faith to resolve any dispute arising from this Agreement through direct discussion. If the dispute is not resolved, either party may bring the matter before the courts with jurisdiction over , unless the parties later agree in writing to another dispute-resolution process.

15. Entire Agreement

This Agreement, together with the Company's governing documents and any written agreements expressly referenced in this Agreement, represents the entire understanding between the parties regarding the vesting and repurchase rights applicable to the Shares.

16. Amendments and Waivers

Any amendment to this Agreement must be in writing and signed by the Company and Founder. A waiver is effective only if it is in writing and applies only to the specific circumstance for which it is given.

17. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law. The unenforceable provision will be interpreted or modified only as necessary to make it enforceable where possible.

18. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which is treated as an original and all of which together form one agreement. Electronic signatures and electronically delivered copies are valid to the extent permitted by applicable law.

Signatures

By signing below, the parties acknowledge that they have read, understood, and agreed to this Founder Vesting Agreement.

Company

Name

Date

Signature

Founder

Name

Date

Signature



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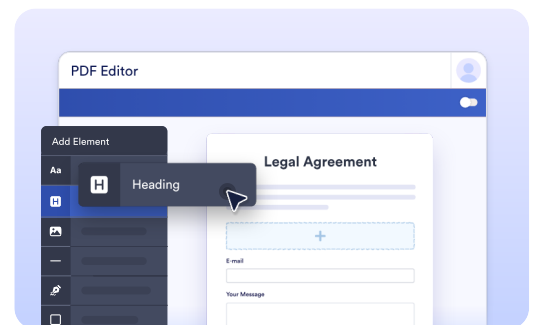
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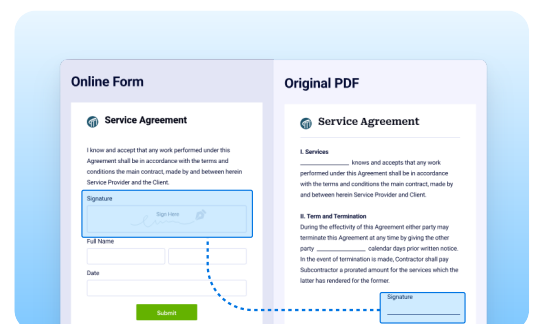
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