

FOUNDERS AGREEMENT

This **Founders Agreement** (shall be referred as "**Agreement**" hereinafter) is made on _____, by and among the parties below, hereinafter referred to the "**Founders**";

Founder 1

Founder 2

Founder 3

Founder 4

Recitals;

WHEREAS the Founders have come together to establish and manage the business of _____ under the company named _____,

WHEREAS the Founders accept and declare that they will carry out their work and transactions within the scope of the business, the principles of which are determined by this Agreement, and that they will work in cooperation,

WHEREAS the Founders further agree and undertake that they will pay the capital they have committed to pay with this contract on time and in full,

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings stipulated herein and subject to and on the terms hereinafter set forth, the Founders hereby agree as follows:

1. Business Overview

The Company, which will be established within 30 days following the signing of the Agreement at the latest, will operate in the field of _____ . The operational strategy agreed with this Agreement is as follows;

The detailed activities of the Company will be included in the Company's articles of association. The founders may, as deemed necessary, modify or expand the business activities by mutual agreement. The Founders may also make changes in accordance with the procedure permitted by the law in force.

2. Ownership and Share of Equity

The share allocation of the Company is as follows;

Founder 1 :

Founder 2 :

Founder 3:

Founder 4 :

Each founder shall make initial capital contributions to the business venture, either in the form of cash, assets, or services, as determined by the Founders. Each Founder shall receive a share of the profit in proportion to her shareholding at the end of the fiscal year.

Right of ownership shall not be transferred or assigned to any third party without the prior written consent of the other Founders. Regarding the decision-making procedures of the Company, the provisions of the applicable commercial law and relevant legislation shall be applied.

3. Roles and Responsibilities of Founders

The Founders shall collaborate and cooperate to ensure the efficient operation of the Company and while operating business they undertake to act as a prudent merchant. They shall communicate openly in internal affairs, share knowledge and expertise to achieve the business objectives. The Founders shall make reasonable efforts to support each other in their respective roles and responsibilities.

The duties and responsibilities of each founder are listed below;

Founder 1

Founder 2

Founder 3

Founder 4

When required, the founders may delegate certain tasks or responsibilities to each other or to third parties as contractors, or other employees of the Company. However, ultimate authority and decision-making power shall remain with the collective group of Founders, forming the Board of Directors of the Company.

Attendance at board meetings is mandatory. This task cannot be delegated to someone else and a proxy cannot be appointed in this regard.

4. Cooperation and Consents

Prior to the establishment of the Company, each Founder shall cooperate with the other to ensure that the Founders shall;

(i) in a timely manner make all necessary filings and conduct negotiations with all Regulators and other Persons, the consent or approval of which, or a license or a permit from which, is required for the completion of the Transaction; and

(ii) provide to each other such information as the other Founder may reasonably request in order to enable it to prepare such filings and to conduct such negotiations.

To the extent permitted by applicable laws, the Founders shall request that each Regulator or Person whose review, consent or approval is requested, treat all information, which is submitted to it, as confidential.

5. Prohibition on Competition

For 10 years following the liquidation of the Company to be established, regardless of the reason, any and each of the Founders shall not, indirectly and/or through third persons and/or their spouses and/or relatives by blood or marriage, engage in activities with regard to the subject of activity and purpose of activity and the business of the Company under any circumstances, including consultancy.

All Founders accept and undertake that they shall encourage all persons and companies that have business relations with the Company to do business with the Company that they shall not try to discourage such from doing business with the Company and shall not use available relationships for their advantage.

6. Confidentiality Obligation

Each Founder undertakes for itself and guarantees to keep confidential any information relating to or that was disclosed in preparation of or as required under this Agreement and to prevent the passing on of such information to third parties (the “*Confidential Information*”) other than mandatory notification responsibilities under Law. In particular, each Founder shall treat as strictly confidential and not disclose or use any information relating to the transaction or the shares and any other information relating to the business, financial or other affairs (including future plans and targets) of other Founders and such information will be included in the scope of Confidential Information.

7. Termination

This Agreement may be terminated by mutual agreement of the Founders at any time with immediate effect prior to the establishment of the Company.

In the event that a Founder breaches their obligations under this Agreement, engages in illegal activities, or acts in a manner detrimental to the business venture, the other founders may initiate involuntary termination proceedings. The decision to terminate involuntarily shall be made by unanimous consent of the remaining founders.

In the unfortunate event of the death of a Founder, this Agreement shall be terminated automatically upon the deceased founder's passing. The estate or legal representatives of the deceased founder shall work with the remaining founders to effectuate an orderly transition and settlement.

8. Severability

Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

The Founders shall replace any invalid or unenforceable term or provision by a valid or enforceable provision which most accurately reflects the economic purpose of the invalid or unenforceable term or provision. Any incompleteness shall be deemed filled by a valid, complete and enforceable provision which most accurately reflects the economic purpose of this Agreement and the intent of the Founders.

9. Amendments

Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all Parties.

10. Entire Agreement

This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

11. Assignment

This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each Party hereto. No Party may assign, transfer, charge or deal in any way with the benefit of, or any of its rights under or interest in, this Agreement except with the prior written consent of the other Parties.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of _____.

Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally and exclusively settled by the _____ Courts and Executive Offices.

Founder 1

Date

Signature

Founder 2

Date

Signature

Founder 3

Date

Signature

Founder 4

Date

Signature



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