

CO-FOUNDER AGREEMENT

Location: _____ Effective Date: _____

Parties:

This Co-Founder Agreement (the “Agreement”) is entered into by and between the following individuals (collectively, the “Co-Founders”):

Co-Founder 1 Name: _____

Co-Founder 2 Name: _____

Additional Co-Founders (if any): _____

1. Formation and Purpose

The Co-Founders agree to form a startup company (the “Company”) for the primary purpose of developing, marketing, and operating the business as agreed upon by the Co-Founders. This Agreement governs the relationship among the Co-Founders, their respective rights and obligations, and the operation of the Company.

2. Capital Contributions

Each Co-Founder shall contribute capital, services, or property as agreed upon. The initial ownership percentages shall be allocated according to each Co-Founder’s agreed contribution, to be documented in the Company’s formation documents and reflected in the equity ownership records.

3. Equity Ownership and Vesting

Equity ownership shall be issued to each Co-Founder according to the agreed percentages. Equity shall vest over a period of time or upon achievement of milestones as mutually agreed. Vesting schedules, cliff periods, and acceleration terms may apply as specified in this Agreement.

4. Roles and Responsibilities

Each Co-Founder shall have defined roles, duties, and responsibilities within the Company, to be agreed upon in writing. The Co-Founders shall collaborate in good faith to fulfill the Company’s objectives and operate in the best interests of the Company.

5. Decision Making and Governance

Decisions regarding the Company shall be made by unanimous consent of the Co-Founders unless otherwise stated. The Co-Founders shall establish governance policies, including meetings, voting rights, and dispute resolution mechanisms.

6. Confidentiality and Non-Disclosure

Each Co-Founder agrees to keep confidential all proprietary and sensitive information related to the Company and its business, both during and after the term of this Agreement, except as required by law or with prior written consent.

7. Intellectual Property

All intellectual property created or developed by any Co-Founder related to the Company’s business shall be the exclusive property of the Company. Co-Founders agree to assign and transfer any such intellectual property rights to the Company.

8. Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of one year thereafter, Co-Founders shall not engage in any competing business or solicit employees, customers, or contractors of the Company without prior written consent.

9. Compensation and Expenses

Co-Founders may receive compensation as agreed by the Co-Founders. All reasonable business expenses incurred by Co-Founders in connection with the Company shall be reimbursed in accordance with Company policies.

10. Withdrawal, Removal, and Transfer

A Co-Founder may withdraw from the Company upon written notice. The remaining Co-Founders may buy out the withdrawing Co-Founder's interest under agreed terms. Transfer of ownership interests shall require unanimous consent and comply with applicable laws and Company documents.

11. Dispute Resolution

Any disputes arising under or related to this Agreement shall first be resolved through good faith negotiations. If unresolved, disputes shall be submitted to mediation or binding arbitration in accordance with applicable rules and laws.

12. Term and Termination

This Agreement shall remain in effect until terminated by mutual written consent of all Co-Founders or as otherwise provided herein. Termination shall not relieve any party from obligations incurred prior to termination.

13. Governing Law

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

14. Entire Agreement

This Agreement constitutes the entire agreement among the Co-Founders with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

15. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by all Co-Founders to be effective.

16. Notices

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail, overnight courier, or email with confirmation, to the addresses of the Co-Founders as set forth herein or as later designated.

17. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Waiver

No waiver of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default.

19. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Signatures

The parties have executed this Agreement as of the Effective Date set forth above.

CO-FOUNDER 1 SIGNATURE

CO-FOUNDER 2 SIGNATURE

Signature: _____

Signature: _____

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