FOUNDERS AGREEMENT

Location: ______________________ Date: ______________________

Parties:

Founder 1 Full Name: ______________________

Founder 2 Full Name: ______________________

Additional Founders (if any): ______________________

Recitals:

WHEREAS, the Founders wish to establish a business venture together and set forth their respective rights and obligations with respect to the ownership, management, and operation thereof; NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings: 'Business' means the business undertaking agreed upon by the Founders. 'Shares' means shares of the corporation or partnership interests, as applicable. 'Board' means the board of directors or management committee.

2. Formation and Purpose

The Founders agree to form a company (the "Company") under the laws of Canada to carry out the Business. The purpose of the Company is to engage in lawful business activities as agreed by the Founders.

3. Capital Contributions

Each Founder shall contribute capital as agreed upon and documented separately. Capital contributions may be in the form of cash, property, or services, valued mutually by the Founders.

4. Ownership and Shares

Ownership of the Company shall be divided among Founders according to their respective capital contributions or as otherwise agreed in writing. Shares shall be issued reflecting such ownership percentages.

5. Management

The Founders shall manage the Company jointly unless otherwise agreed. Decisions shall be made by unanimous consent unless a different voting threshold is specified herein.

6. Duties and Obligations

Each Founder agrees to devote such time and effort as is reasonably necessary for the success of the Company. Founders shall act in good faith and in the best interests of the Company.

7. Restrictions on Transfer

No Founder may transfer, sell, pledge, or dispose of any shares or ownership interest without prior written consent of the other Founders, except as provided in this Agreement.

8. Confidentiality

Each Founder agrees to keep confidential all proprietary information and trade secrets of the Company and not to disclose to third parties without prior consent.

9. Intellectual Property

All intellectual property developed by any Founder related to the Business shall be the exclusive property of the Company unless otherwise agreed.

10. Non-Competition and Non-Solicitation

During the term of this Agreement and for a period of two (2) years thereafter, no Founder shall engage in any business competitive with the Company within Canada, nor solicit employees, customers, or suppliers of the Company.

11. Compensation

Founders may receive compensation as agreed upon by unanimous consent and in accordance with the financial position of the Company.

12. Books and Records

The Company shall maintain complete and accurate books and records. Each Founder shall have reasonable access thereto during normal business hours.

13. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved by negotiation between the Founders. If unresolved, the dispute shall be submitted to mediation. If mediation fails, the dispute shall be finally resolved by arbitration in accordance with the laws of Canada.

14. Term and Termination

This Agreement shall commence on the date executed by the Founders and shall continue until terminated by mutual consent or as otherwise provided herein.

15. Withdrawal or Removal of a Founder

A Founder may withdraw upon providing written notice and subject to terms agreed upon. The remaining Founders may remove a Founder for cause by unanimous resolution.

16. Buy-Sell Provisions

In the event of death, disability, bankruptcy, or withdrawal of a Founder, the remaining Founders shall have rights of first refusal to purchase the departing Founder's interest at a price determined by independent valuation or as agreed.

17. Amendments

This Agreement may be amended only by a written instrument signed by all Founders.

18. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory. The parties submit to the exclusive jurisdiction of the courts of that province or territory.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Founders with respect to the subject matter hereof and supersedes all prior agreements or understandings.

20. Notices

All notices under this Agreement must be in writing and shall be deemed given when delivered personally, sent by certified mail, or by recognized overnight courier to the addresses of the Founders.

21. Severability

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

22. Counterparts

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

23. Signatures

The Founders have executed this Agreement as of the date first written above, intending to be legally bound.

FOUNDER 1 SIGNATURE	**FOUNDER 2 SIGNATURE**
Signature: __________________________	Signature: __________________________