

FOUNDER SERVICES AGREEMENT

****WAIMI - Brian Wolf (Co-Founder & Chief Quality Officer)****

PARTIES

This Founder Services Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

****COMPANY:****

WAIMI

Address: [Company Address]

Email: Holly@WAIMI.xyz, Craig@WAIMI.xyz

("Company" or "WAIMI")

****FOUNDER:****

Brian Wolf

Title: Co-Founder & Chief Quality Officer (CQO)

Address: _____

Email: _____

Phone: _____

("Founder" or "Brian")

(Collectively referred to as the "Parties")

RECITALS

WHEREAS, Founder is a co-founder of WAIMI with expertise in quality assurance, compliance, process optimization, and risk management;

WHEREAS, Founder possesses unique skills in SCRUM methodology, quality control systems, and operational excellence essential to ensuring Company's service delivery meets the highest standards;

WHEREAS, Company desires to engage Founder as Chief Quality Officer to lead all quality assurance, compliance, and process optimization initiatives;

WHEREAS, the Parties wish to establish the terms and conditions of Founder's engagement, including equity ownership, compensation, and responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. POSITION AND RESPONSIBILITIES

1.1 Title and Role

Founder shall serve as ****Co-Founder & Chief Quality Officer (CQO)**** of Company, with primary responsibility for:

****Quality Leadership:****

- Setting overall quality vision, strategy, and standards
- Leading all technology development and innovation initiatives
- Making architectural and technical decisions
- Ensuring technical excellence and best practices
- Building and scaling technology infrastructure

****Quality Assurance & Process Excellence:****

- Leading development of WAIMI's AI-powered business planning platform
- Designing and implementing AI/ML models and algorithms
- Integrating AI capabilities (GPT-4, LangChain, etc.)
- Optimizing AI performance, accuracy, and reliability

- Ensuring responsible AI practices and ethics

****Software Architecture:****

- Designing scalable, secure, and maintainable system architecture
- Selecting technology stack and development frameworks
- Implementing microservices and API architecture
- Ensuring system performance, reliability, and security
- Planning for scalability and future growth

****Development Management:****

- Leading development team and engineering practices
- Establishing development processes and workflows
- Implementing CI/CD pipelines and DevOps practices
- Managing code quality, testing, and documentation
- Overseeing sprint planning and agile methodologies

****Technical Infrastructure:****

- Managing cloud infrastructure (AWS/GCP)
- Implementing security measures and data protection
- Ensuring system uptime and disaster recovery
- Optimizing infrastructure costs and performance
- Managing technical vendors and service providers

****Product & Innovation:****

- Collaborating with product team on feature development
- Translating business requirements into technical solutions
- Driving technical innovation and competitive differentiation
- Researching and evaluating new technologies
- Building proof-of-concepts and prototypes

****Data & Analytics:****

- Designing data architecture and database schemas
- Implementing data pipelines and ETL processes
- Ensuring data quality, integrity, and security
- Building analytics and reporting capabilities
- Leveraging data for product insights and improvements

****Strategic Contribution:****

- Contributing to overall Company strategy and direction
- Collaborating with founding team on key decisions
- Providing technical insights and recommendations
- Supporting business development with technical expertise
- Representing Company in technical matters

1.2 Authority

As CTO, Founder shall have authority to:

- Make day-to-day technical decisions
- Hire, manage, and terminate technical team members (with CEO approval for senior roles)
- Enter into technical contracts and vendor agreements (up to \$[AMOUNT] without CEO approval)
- Select technology stack and development tools
- Allocate technical budget and resources
- Represent Company in technical matters

1.3 Time Commitment

Founder agrees to dedicate ****20-30 hours per week minimum**** to Company business, with flexibility to increase as needed during:

- Critical development sprints and releases
- System migrations and infrastructure changes
- Technical emergencies and incidents
- Strategic planning sessions
- Product launches and major features

Founder acknowledges that technical leadership requires consistent availability for critical technical decisions and emergency response.

1.4 Reporting

Founder shall report to the CEO (Tony Wolf) and collaborate closely with other co-founders. Founder shall provide regular updates on:

- Quality assurance progress and roadmap
- System performance and reliability metrics
- Technical challenges and solutions
- Development team productivity and velocity
- Quality budget and resource utilization

2. TERM AND TERMINATION

2.1 Initial Term

This Agreement shall commence on the Effective Date and shall continue indefinitely, subject to termination as provided in this Section 2.

2.2 Termination by Founder

Founder may terminate this Agreement upon ****90 days'** prior written notice** to Company, provided that Founder agrees to:

- Complete critical ongoing development projects
- Assist with transition of technical leadership
- Document all systems, code, and technical decisions
- Provide reasonable cooperation during transition period
- Ensure continuity of technical operations

2.3 Termination by Company

Company may terminate this Agreement:

****For Cause (Immediate Termination):****

- Material breach of this Agreement (uncured after 30 days' notice)
- Fraud, embezzlement, or theft
- Conviction of a felony or crime involving moral turpitude
- Gross negligence or willful misconduct
- Violation of fiduciary duties
- Breach of confidentiality or non-compete obligations
- Failure to meet minimum performance standards (after written warning and 60-day cure period)

****Without Cause:****

- Upon ****90 days'** prior written notice**
- Requires approval of CEO and majority of co-founders
- Subject to acceleration provisions in Section 3.4

2.4 Effect of Termination

Upon termination:

****Immediate Obligations:****

- Founder shall cease using Co-Founder and CTO titles in external communications
- Founder shall return all Company property, including tools and equipment
- Founder shall deliver all work product, code, and technical documentation
- Founder shall provide access to all systems, repositories, and accounts
- Founder shall provide reasonable transition assistance (up to 30 days)

****Equity Treatment:****

- ****Termination by Founder (Voluntary):**** Unvested equity is forfeited; vested equity remains
- ****Termination for Cause:**** All unvested equity is forfeited; vested equity subject to Company repurchase right at fair market value
- ****Termination without Cause:**** Accelerated vesting of ****12 months**** additional equity; all vested equity remains

****Technical Transition:****

- Founder shall assist with transition of technical leadership
- Founder shall provide comprehensive technical documentation
- Founder shall brief successor on architecture and technical decisions
- Founder shall ensure all code is properly documented and accessible

****Compensation:****

- Company shall pay Founder for all services performed through termination date
- No severance unless specifically agreed in writing

2.5 Survival

Sections 3 (Equity and Compensation), 5 (Intellectual Property), 6 (Confidentiality), 8 (Non-Compete), 9 (Indemnification), and 12 (General Provisions) shall survive termination.

3. EQUITY AND COMPENSATION

3.1 Founder Equity Ownership

****Initial Equity Grant:****

Founder shall receive ****10%**** of the total issued and outstanding equity of Company as of the Effective Date, representing Founder's role as co-founder and Chief Quality Officer.

****Equity Form:****

- Common Stock (or Restricted Stock as determined by Company)
- Subject to vesting schedule set forth in Section 3.3
- Subject to standard founder restrictions and agreements

3.2 Equity Dilution and Future Rounds

****Dilution:****

Founder's equity percentage will be subject to dilution in future financing rounds, employee equity grants, and advisor equity grants, consistent with standard startup practices.

****Pro-Rata Rights:****

Founder shall have pro-rata rights to participate in future financing rounds to maintain ownership percentage, subject to standard investor terms and availability.

****Additional Equity:****

Founder may be eligible for additional equity grants based on:

- Exceptional performance and technical achievements
- Significant expansion of responsibilities
- Extraordinary contributions to Company success
- Subject to approval by CEO and board of directors (when established)

3.3 Vesting Schedule

****Vesting Period:**** 4 years from Effective Date

****Vesting Structure:****

- ****Cliff Period:**** 25% vests after 12 months (1-year cliff)
- ****Monthly Vesting:**** Remaining 75% vests monthly over the following 36 months (2.083% per month)
- ****Vesting Calculation:****
 - Months 0-11: 0% vested
 - Month 12: 25% vested (2.5% of Company)
 - Months 13-48: 2.083% vested per month (0.208% of Company per month)

****Example Vesting Timeline:****

- Month 12: 2.5% of Company vested
- Month 24: 6.25% of Company vested
- Month 36: 8.75% of Company vested
- Month 48: 10% of Company fully vested

3.4 Vesting Acceleration

****Single-Trigger Acceleration (Change of Control):****

Upon a Change of Control (as defined below), ****50%**** of Founder's unvested equity shall immediately vest.

****Double-Trigger Acceleration:****

If Founder is terminated without Cause or resigns for Good Reason (as defined below) within ****12 months**** following a Change of Control, ****100%**** of Founder's unvested equity shall immediately vest.

****Change of Control Definition:****

- Sale of substantially all Company assets
- Merger or consolidation resulting in less than 50% ownership by existing shareholders
- Sale of more than 50% of Company's voting securities
- Any transaction resulting in change of control of Company's board

****Good Reason Definition:****

- Material reduction in Founder's technical authority or responsibilities
- Material reduction in compensation (post-break even)
- Relocation requirement of more than 50 miles
- Material breach of this Agreement by Company

3.5 Compensation Structure

****Phase 1: Pre-Break Even (Equity Only)****

- Founder receives equity as sole compensation
- No cash salary or hourly payments
- Reasonable business expenses reimbursed per Section 3.7
- Focus on building technology platform and reaching profitability

****Phase 2: Post-Break Even (Equity + Cash)****

- Founder receives ****\$[AMOUNT]**** annual salary (or ****\$[AMOUNT]**** per hour for actual hours worked)
- Salary to be determined by CEO and co-founders based on:
 - Company financial performance
 - Market rates for comparable CTO positions
 - Company's cash flow and growth trajectory
 - Technical performance and delivery metrics
- Equity vesting continues regardless of cash compensation
- Performance bonuses based on technical metrics:
 - Platform development milestones
 - System performance and reliability
 - Technical team productivity
 - Innovation and competitive differentiation
 - Security and compliance achievements

****Break Even Definition:****

"Break Even" means the first month in which Company's total revenue equals or exceeds total operating expenses for ****three consecutive months****, as determined by Company's financial statements prepared in accordance with GAAP.

3.6 Performance Metrics and Bonuses

****Technical KPIs:****

- ****Platform Development:**** Achieve development roadmap milestones on time
- ****System Performance:**** 99.9%+ uptime and reliability
- ****Code Quality:**** Maintain high code quality standards (test coverage, documentation)
- ****Security:**** Zero critical security incidents
- ****Team Velocity:**** Achieve sprint velocity and productivity targets
- ****Innovation:**** Launch [X] new features or capabilities per quarter

****Bonus Structure (Post-Break Even):****

- ****Tier 1:**** Achieve 80-89% of targets = 10% of annual salary
- ****Tier 2:**** Achieve 90-99% of targets = 20% of annual salary
- ****Tier 3:**** Achieve 100%+ of targets = 30% of annual salary
- ****Exceptional:**** Exceed targets by 20%+ = 50% of annual salary

3.7 Expense Reimbursement

Company shall reimburse Founder for all reasonable and necessary business expenses, including:

- Travel expenses for business purposes
- Technical conferences and training
- Professional development and certifications
- Technology and equipment necessary for role
- Software licenses and development tools
- Cloud infrastructure and hosting costs (if personally paid)
- Other expenses pre-approved by CEO

****Reimbursement Process:****

- Submit expense reports with receipts within 30 days
- Expenses over ****\$[AMOUNT]**** require pre-approval

- Reimbursement within 15 days of submission

3.8 Benefits (Post-Break Even)

Once Company reaches Break Even and begins cash compensation, Founder shall be eligible for:

- Health insurance (if Company offers group plan)
- Retirement plan contributions (if Company establishes plan)
- Paid time off (as determined by Company policy)
- Professional development budget
- Other benefits offered to founding team

4. TECHNICAL RESPONSIBILITIES

4.1 Quality Standards and Processes

Founder shall be responsible for:

Platform Architecture:

- Frontend: React.js 18+ with TypeScript, Material-UI/Tailwind CSS
- Backend: Node.js 20+, Python 3.11+, Express/Fastify
- Database: PostgreSQL 15+, Redis 7+, MongoDB (optional)
- AI/ML: OpenAI API (GPT-4), LangChain, custom models
- Infrastructure: Docker, Kubernetes/ECS, AWS/GCP
- APIs: RESTful APIs, GraphQL (optional)

Development Practices:

- Version control with Git (GitHub/GitLab)
- CI/CD pipelines for automated testing and deployment
- Agile/Scrum methodologies with 2-week sprints
- Code reviews and pair programming
- Comprehensive testing (unit, integration, E2E)
- Documentation and technical writing

4.2 Security and Compliance

Founder shall ensure:

- Implementation of security best practices
- Data encryption (at rest and in transit)
- Authentication and authorization systems
- Regular security audits and penetration testing
- Compliance with data protection regulations (GDPR, CCPA)
- Incident response and disaster recovery plans
- Regular backups and data integrity checks

4.3 Performance and Scalability

Founder shall optimize for:

- Fast page load times (<2 seconds)
- Efficient database queries and caching
- Horizontal and vertical scalability
- Load balancing and auto-scaling
- Performance monitoring and alerting
- Cost optimization of infrastructure

4.4 Technical Documentation

Founder shall maintain:

- System architecture documentation
- API documentation and specifications
- Code documentation and comments
- Deployment and operations guides
- Troubleshooting and debugging guides
- Technical decision records (ADRs)

5. INTELLECTUAL PROPERTY

5.1 Assignment of IP

Founder hereby assigns, transfers, and conveys to Company all rights, title, and interest in and to:

Technical IP:

All intellectual property related to technology, including:

- Source code, algorithms, and software
- AI models, training data, and methodologies
- System architecture and designs
- Technical documentation and specifications
- APIs and integrations
- Database schemas and data structures
- Any other technical IP

Inventions and Innovations:

All inventions, discoveries, and innovations created in connection with Company business, whether patentable or not, including:

- New features and capabilities
- Technical improvements and optimizations
- Novel algorithms and approaches
- Any other technical innovations

General Company IP:

All intellectual property created in connection with Company business, including:

- Business strategies and plans
- Marketing and sales materials
- Client relationships and data
- Any other work product

5.2 Work Made for Hire

To the extent permitted by law, all work product created by Founder shall be deemed "work made for hire" under U.S. copyright law, with Company as the author and owner.

5.3 Pre-Existing IP

If Founder brings any pre-existing code, libraries, or technical frameworks to Company, Founder grants Company a perpetual, irrevocable, worldwide, royalty-free license to use such IP in Company's business.

5.4 Open Source Software

Founder shall:

- Comply with all open source license requirements
- Obtain approval before incorporating open source code
- Document all open source dependencies
- Ensure compatibility with Company's licensing strategy

5.5 Moral Rights Waiver

Founder irrevocably waives any moral rights in the intellectual property, including rights of attribution and integrity.

5.6 Further Assurances

Founder agrees to:

- Execute any documents necessary to perfect Company's ownership
- Assist with patent applications and copyright registrations
- Provide testimony in IP-related proceedings
- Cooperate with Company's IP protection efforts

6. CONFIDENTIALITY

6.1 Confidential Information

Founder acknowledges access to Company's most sensitive technical Confidential Information, including:

- Source code, algorithms, and technical designs

- AI models, training data, and methodologies
- System architecture and infrastructure details
- Security protocols and vulnerabilities
- Technical roadmap and future plans
- Client data and usage patterns
- Strategic plans and business strategies
- Financial information and projections
- Employee and contractor information
- Investor information and cap table
- Any non-public information about Company

6.2 Confidentiality Obligations

Founder agrees to:

- Maintain strict confidentiality of all Confidential Information
- Not disclose Confidential Information to any third party without authorization
- Use Confidential Information only for Company business
- Protect Confidential Information with highest degree of care
- Not use Confidential Information for personal benefit
- Implement appropriate security measures to protect technical information

6.3 Source Code Protection

Founder shall take special care to protect source code and technical assets:

- Use secure development practices
- Implement access controls and authentication
- Encrypt sensitive data and credentials
- Use secure communication channels
- Follow Company's security policies

6.4 Return of Information

Upon termination, Founder shall:

- Return all Confidential Information and Company property
- Delete all electronic copies from personal devices
- Provide access credentials to all systems and repositories
- Certify compliance with return/destruction obligations
- Continue to maintain confidentiality indefinitely

6.5 Survival

Confidentiality obligations survive termination indefinitely for trade secrets and source code, and for **five (5) years** for other Confidential Information.

7. REPRESENTATIONS AND WARRANTIES

7.1 Founder Representations

Founder represents and warrants that:

- Authority:** Founder has full power and authority to enter into this Agreement;
- No Conflicts:** This Agreement does not conflict with any other agreement or obligation;
- Legal Capacity:** Founder has legal capacity to perform all obligations under this Agreement;
- Ownership:** Founder owns or has rights to all IP being assigned to Company;
- No Restrictions:** Founder is not subject to any non-compete, non-solicitation, or confidentiality obligations that would prevent performance of duties;
- Qualifications:** Founder possesses the necessary technical skills, experience, and qualifications to serve as CTO;
- Original Work:** All code and technical work will be original and will not infringe upon third-party IP rights;

- h) **Accuracy:** All information provided to Company is true, accurate, and complete;
- i) **No Litigation:** There is no pending or threatened litigation that would affect Founder's ability to perform duties.

7.2 Company Representations

Company represents and warrants that:

- a) **Authority:** Company has full power and authority to enter into this Agreement;
- b) **Valid Formation:** Company is duly organized and validly existing;
- c) **Equity Grant:** Company has authority to grant equity to Founder as set forth herein;
- d) **No Conflicts:** This Agreement does not conflict with Company's governing documents or other agreements.

8. NON-COMPETE AND NON-SOLICITATION

8.1 Non-Compete

During Employment:

During the term of this Agreement, Founder shall not:

- Engage in any business that competes with Company
- Provide technical services to competitors
- Develop competing AI-powered business planning technology
- Invest in or become affiliated with any competitor (except passive investments <5% in public companies)

Post-Termination:

For **[24 months]** following termination, Founder shall not:

- Start or operate a competing AI-powered business planning or consulting business
- Provide technical services to direct competitors of Company
- Use Company's technology, algorithms, or technical approaches for competing business
- Develop or contribute to competing AI/ML systems in the same domain

Geographic Scope: [United States / Specific states where Company operates]

Competitor Definition: Any business providing AI-powered business planning, strategic consulting, or business plan development services to entrepreneurs and small businesses, or developing similar AI/ML technology.

8.2 Non-Solicitation of Clients

During the term and for **[24 months]** following termination, Founder shall not:

- Solicit or attempt to solicit any client of Company
- Divert or attempt to divert any business from Company
- Interfere with Company's client relationships
- Use client lists or information for competing purposes

8.3 Non-Solicitation of Employees

During the term and for **[24 months]** following termination, Founder shall not:

- Solicit or recruit any employee, contractor, or advisor of Company
- Encourage any team member to leave Company
- Hire any person who was affiliated with Company within preceding **[18 months]**
- Particularly not solicit technical team members or developers

8.4 Non-Disparagement

Founder agrees not to make any disparaging or negative statements about Company, its technology, products, services, or team members, whether during or after the term of this Agreement.

8.5 Reasonableness and Reformation

Founder acknowledges these restrictions are reasonable and necessary to protect Company's legitimate business interests, particularly given Founder's access to proprietary technology, source code, and

technical strategies. If any restriction is found unenforceable, it shall be reformed to the maximum extent permitted by law.

9. INDEMNIFICATION

9.1 Company Indemnification of Founder

Company shall indemnify, defend, and hold harmless Founder from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Founder's service as CTO, except to the extent such claims arise from:

- Founder's fraud, willful misconduct, or gross negligence
- Founder's breach of fiduciary duties
- Founder's violation of law
- Acts outside the scope of Founder's authority

9.2 Founder Indemnification of Company

Founder shall indemnify Company for claims arising from:

- Founder's breach of this Agreement
- Founder's fraud, willful misconduct, or gross negligence
- Founder's violation of law
- IP infringement related to Founder's code or technical contributions
- Security breaches caused by Founder's negligence

9.3 Indemnification Procedure

Standard indemnification procedures apply, including prompt notice, cooperation, and control of defense.

10. DISPUTE RESOLUTION

10.1 Negotiation

Disputes shall first be addressed through good faith negotiation between Founder and CEO.

10.2 Mediation

If negotiation fails within ****30 days****, disputes shall be submitted to non-binding mediation.

10.3 Arbitration

If mediation fails within ****30 days****, disputes shall be submitted to binding arbitration under AAA Commercial Arbitration Rules in ****[LOCATION]****.

10.4 Exceptions

Either party may seek injunctive relief for breaches of confidentiality, IP, non-compete, or source code protection obligations.

10.5 Costs

Prevailing party entitled to recover reasonable attorneys' fees and costs.

11. GENERAL PROVISIONS

11.1 Governing Law

This Agreement shall be governed by the laws of the State of ****[STATE]****.

11.2 Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings.

11.3 Amendments

This Agreement may only be amended by written instrument signed by both Parties.

11.4 Severability

If any provision is invalid, the remaining provisions shall remain in full force and effect.

11.5 Assignment

Founder may not assign this Agreement. Company may assign to successors or affiliates.

11.6 Notices

All notices shall be in writing and sent to the addresses set forth above.

11.7 Counterparts

This Agreement may be executed in counterparts, including electronic signatures.

11.8 Waiver

No waiver shall be effective unless in writing.

SIGNATURES

****COMPANY: WAIMI****

Signature: _____

Name: _____

Title: _____

Date: _____

****FOUNDER: BRIAN WOLF****

Signature: _____

Name: Brian Wolf

Title: Co-Founder & Chief Quality Officer

Date: _____

****END OF AGREEMENT****

ATTACHMENTS

- ****Exhibit A:**** Equity Grant Documentation
- ****Exhibit B:**** Quality Standards and Processes Specifications
- ****Exhibit C:**** Performance Metrics and Bonus Structure
- ****Exhibit D:**** Expense Reimbursement Policy

****Document Version:**** 1.0

****Last Updated:**** January 2025

****Prepared For:**** Brian Wolf - Co-Founder & Chief Quality Officer

****Equity:**** 10% (subject to 4-year vesting)

****Time Commitment:**** 20-30 hours/week minimum

****Focus:**** Quality Leadership & Quality Assurance & Process Excellence