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FOUNDER SERVICES AGREEMENT

WAIMI - Craig Gaghich (Co-Founder & Catalyst Collective Lead)

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: Craig Gaghich Title: Co-Founder & Catalyst Collective Lead Address: _____ Email: Craig@WAIMI.xyz Phone: _____ (“Founder” or “Craig”)

(Collectively referred to as the “Parties”)

RECITALS

WHEREAS, Founder is a co-founder of WAIMI and the visionary behind Catalyst Collective, the entrepreneurial coaching and community platform;

WHEREAS, Founder possesses unique expertise in entrepreneurial coaching, community building, and business development essential to Company's success;

WHEREAS, Company desires to engage Founder to lead Catalyst Collective and contribute to overall Company strategy and growth;

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 & Catalyst Collective Lead** of Company, with primary responsibility for:

Catalyst Collective Leadership: - Leading all aspects of Catalyst Collective business unit - Developing and executing Catalyst Collective strategy - Designing and delivering Catalyst Launchpad cohort program (8-week intensive) - Building and managing Catalyst community platform - Creating and delivering coaching programs and masterminds - Establishing Catalyst brand identity and market positioning

Program Development: - Designing curriculum for Catalyst Launchpad cohorts - Creating coaching frameworks and methodologies - Developing mastermind group structures and facilitation - Building member journey and engagement strategies - Establishing quality standards and success metrics

Community Building: - Growing Catalyst member base (target: 1,000+ members by Month 24) - Fostering engagement and member retention (target: 85%+ retention) - Creating valuable networking and

collaboration opportunities - Building partnerships with entrepreneurial ecosystems - Establishing thought leadership in entrepreneurial coaching space

Revenue Generation: - Achieving Catalyst revenue targets (\$700K Year 1, \$2.1M Year 2) - Developing pricing strategies and packages - Managing sales and conversion processes - Optimizing unit economics and profitability - Exploring new revenue streams and opportunities

Strategic Contribution: - Contributing to overall WAIMI strategy and direction - Collaborating with founding team on key decisions - Providing insights on customer needs and market trends - Supporting WAIMI platform development with Catalyst feedback - Representing Company at industry events and conferences

1.2 Authority

As Catalyst Collective Lead, Founder shall have authority to: - Make day-to-day operational decisions for Catalyst Collective - Hire, manage, and terminate Catalyst team members (with CEO approval for senior roles) - Enter into contracts related to Catalyst operations (up to \$[AMOUNT] without CEO approval) - Set Catalyst pricing and program structures - Allocate Catalyst budget and resources - Represent Catalyst Collective in business 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: - Catalyst Launchpad cohort delivery (8-week intensive periods) - Major program launches - Community events and conferences - Strategic planning sessions - Critical business development activities

Founder acknowledges that building Catalyst Collective requires significant time investment, especially during cohort delivery and community growth phases.

1.4 Reporting

Founder shall report to the CEO (Tony Wolf) and collaborate closely with other co-founders. Founder shall provide regular updates on: - Catalyst Collective performance metrics - Revenue and financial results - Member growth and retention - Program development progress - Strategic initiatives and challenges

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 any ongoing Catalyst Launchpad cohorts - Assist with transition of Catalyst leadership - Provide reasonable cooperation during transition period - Ensure continuity of member experience

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 title in external communications - Founder shall return all Company property - Founder shall deliver all work product, materials, and member data - Founder shall provide reasonable transition assistance (up to 30 days) - Founder shall complete any ongoing cohorts or arrange suitable replacement

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

Catalyst Collective Transition: - Founder shall assist with transition of Catalyst leadership - Founder shall introduce successor to key members and partners - Founder shall provide documentation of all programs and processes - Founder shall not solicit Catalyst members for competing business (per Section 8)

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 leader of Catalyst Collective business unit.

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 achievement of Catalyst milestones - 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 authority over Catalyst Collective - Material reduction in compensation (post-break even) - Elimination of Catalyst Collective business unit - 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 Catalyst Collective 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 - Catalyst Collective revenue contribution - Market rates for comparable positions - Company's cash flow and growth trajectory - Equity vesting continues regardless of

cash compensation - Performance bonuses based on Catalyst
Collective metrics: - Member growth targets - Revenue targets -
Retention rates - Program quality scores

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

Catalyst Collective KPIs: - **Member Growth:** 200 members by
Month 12, 1,000+ by Month 24 - **Revenue:** \$700K Year 1, \$2.1M Year
2 - **Retention Rate:** 85%+ member retention - **Cohort
Participation:** 100+ participants Year 1, 400+ Year 2 - **Net
Promoter Score:** 70+ NPS from members - **Profit Margin:** 65-70%
profit margin

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 Catalyst events
and conferences - Member entertainment and networking events -
Professional development and coaching certifications - Technology
and equipment necessary for role - Marketing and promotional
materials for Catalyst - Venue rentals for Catalyst events - 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. CATALYST COLLECTIVE SPECIFIC PROVISIONS

4.1 Program Ownership

All Catalyst Collective programs, content, curriculum, and methodologies developed by Founder are the exclusive property of Company, including: - Catalyst Launchpad cohort program - Coaching frameworks and materials - Mastermind group structures - Community platform content - Member resources and tools - Brand assets and intellectual property

4.2 Member Relationships

All member relationships, data, and goodwill belong to Company. Upon termination, Founder shall not: - Solicit Catalyst members for competing business - Use member lists or data for personal benefit - Interfere with member relationships with Company - Disparage Catalyst Collective or Company to members

4.3 Quality Standards

Founder shall maintain high quality standards for all Catalyst programs: - Professional delivery of all cohorts and coaching sessions - Timely response to member inquiries and needs - Continuous improvement based on member feedback - Compliance with all promises and commitments to members - Maintenance of positive member experience and satisfaction

4.4 Revenue Sharing (If Applicable)

[OPTIONAL - TO BE NEGOTIATED]

In addition to equity and salary, Founder may be eligible for revenue sharing based on Catalyst Collective performance: - **Structure:** [X]% of Catalyst Collective net profit - **Calculation:** Quarterly based on GAAP financial statements - **Payment:** Within 30 days of quarter end - **Cap:** Maximum of \$[AMOUNT] per year - **Conditions:** Only applies post-break even and subject to Company cash flow

5. INTELLECTUAL PROPERTY

5.1 Assignment of IP

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

Catalyst Collective IP: All intellectual property related to Catalyst Collective, including: - Program curriculum and content - Coaching methodologies and frameworks - Community platform features and functionality - Marketing materials and brand assets - Member resources and tools - Business processes and systems - Any other Catalyst-related IP

General Company IP: All intellectual property created in connection with Company business, including: - Business strategies and plans - Technology and software contributions - Marketing and sales materials - Customer 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 coaching methodologies or frameworks to Company, Founder grants Company a perpetual, irrevocable, worldwide, royalty-free license to use such IP in Company’s business.

5.4 Moral Rights Waiver

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

5.5 Further Assurances

Founder agrees to: - Execute any documents necessary to perfect Company’s ownership - Assist with trademark 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 Confidential Information, including: - Strategic plans and business strategies - Financial information and projections - Member data and information - Technology and trade secrets - Employee and contractor information - Investor information and cap table - Catalyst program content and methodologies - 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

6.3 Member Privacy

Founder shall maintain strict confidentiality of all member information, including: - Personal and business information shared in coaching sessions - Financial information and business challenges - Strategic plans and goals - Any information shared in confidence

Founder shall comply with all applicable privacy laws and Company's privacy policies.

6.4 Return of Information

Upon termination, Founder shall: - Return all Confidential Information and Company property - Delete all electronic copies from personal devices - Certify compliance with return/destruction obligations - Continue to maintain confidentiality indefinitely

6.5 Survival

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

7. REPRESENTATIONS AND WARRANTIES

7.1 Founder Representations

Founder represents and warrants that:

- a. **Authority:** Founder has full power and authority to enter into this Agreement;

- b. **No Conflicts:** This Agreement does not conflict with any other agreement or obligation;
- c. **Legal Capacity:** Founder has legal capacity to perform all obligations under this Agreement;
- d. **Ownership:** Founder owns or has rights to all IP being assigned to Company;
- e. **No Restrictions:** Founder is not subject to any non-compete, non-solicitation, or confidentiality obligations that would prevent performance of duties;
- f. **Qualifications:** Founder possesses the necessary skills, experience, and qualifications to lead Catalyst Collective;
- g. **Accuracy:** All information provided to Company is true, accurate, and complete;
- h. **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 or Catalyst Collective - Provide coaching or consulting services to competitors - Invest in or become affiliated with any competitor (except passive investments <5% in public companies)

Post-Termination: For **[18-24 months]** following termination, Founder shall not: - Start or operate a competing entrepreneurial coaching or community business - Provide services to direct competitors of Catalyst Collective - Use Company's methodologies or member relationships for competing business

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

Competitor Definition: Any business providing entrepreneurial coaching, cohort-based programs, mastermind groups, or community platforms to entrepreneurs and small business owners.

8.2 Non-Solicitation of Members

During the term and for **[24 months]** following termination, Founder shall not: - Solicit or attempt to solicit any Catalyst member for competing services - Divert or attempt to divert any member from Catalyst Collective - Interfere with Company's member relationships - Use member lists or information for competing purposes - Encourage members to leave Catalyst Collective

8.3 Non-Solicitation of Employees

During the term and for **[18 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 **[12 months]**

8.4 Non-Disparagement

Founder agrees not to make any disparaging or negative statements about Company, Catalyst Collective, its programs, 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 intimate knowledge of Catalyst members and methodologies. 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 Catalyst Collective Lead, 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 contributions - Founder's interactions with members (if outside scope of duties)

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 member non-solicitation 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: CRAIG GAGHICH

Signature: _____ Name: Craig Gaghich

Title: Co-Founder & Catalyst Collective Lead Date: _____

END OF AGREEMENT

ATTACHMENTS

- **Exhibit A:** Equity Grant Documentation
- **Exhibit B:** Catalyst Collective Business Plan
- **Exhibit C:** Performance Metrics and Bonus Structure
- **Exhibit D:** Expense Reimbursement Policy

Document Version: 1.0

Last Updated: January 2025

Prepared For: Craig Gaghich - Co-Founder & Catalyst Collective Lead

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

Time Commitment: 20-30 hours/week minimum

Focus: Catalyst Collective Leadership & Growth