

# FOUNDERS AGREEMENT

Company Name: \_\_\_\_\_ Registered Office: \_\_\_\_\_

## Founders Details:

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## Recitals

WHEREAS, the Founders wish to enter into this Agreement to regulate their respective rights and obligations in relation to the formation and operation of the Company; and WHEREAS, the Founders intend to collaborate in the development, management, and growth of the Company on the terms set out herein.

## 1. Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set out herein: 'Agreement' means this Founders Agreement; 'Company' means the company named above; 'Founders' means the persons who are party to this Agreement; 'Shares' means the shares in the Company.

## 2. Formation and Purpose

The Founders hereby agree to form the Company as a private limited company under UK law for the purpose of conducting the business activities as agreed among the Founders. The Company shall act in accordance with its Articles of Association and applicable law.

## 3. Share Capital and Ownership

The initial share capital of the Company shall be divided among the Founders as follows: each Founder's respective shareholding percentage shall be set out in Schedule 1 attached hereto. The Founders agree to subscribe fully for their respective Shares.

## 4. Capital Contributions

Each Founder shall contribute the agreed capital, whether in cash, assets, intellectual property, or services, as detailed in Schedule 2. No Founder shall be obliged to make additional capital contributions except as agreed in writing.

## 5. Management and Board of Directors

The Board of Directors shall be appointed as per the Company's Articles of Association. Each Founder is entitled to nominate a Director. The day-to-day management of the Company shall be conducted by the Board and delegated officers as appropriate.

## 6. Decision Making and Voting

Decisions requiring the approval of the Founders or the Board shall be made in accordance with the Company's Articles of Association and this Agreement. Unless otherwise provided, a majority vote shall decide matters.

## 7. Restrictions on Transfer of Shares

No Founder shall transfer, sell, assign, charge, mortgage or otherwise dispose of any Shares without first offering them to the other Founders on the terms specified herein (Right of First Refusal). Transfers may be subject to Board approval.

## **8. Confidentiality**

Each Founder undertakes to keep confidential all information relating to the Company, its business, clients, and affairs, whether before or after termination of this Agreement, except where disclosure is required by law.

## **9. Intellectual Property**

All intellectual property created or developed by the Founders relating to the Company's business shall be owned by the Company. Founders shall execute all documents necessary to assign or protect such intellectual property rights.

## **10. Non-Competition and Non-Solicitation**

During the term of this Agreement and for a period of 12 months thereafter, no Founder shall engage in any business competing with the Company or solicit the Company's employees or clients, except with prior written consent of the other Founders.

## **11. Term and Termination**

This Agreement shall continue in full force and effect until terminated by written agreement of all Founders or upon winding up of the Company. Termination shall not affect accrued rights and obligations.

## **12. Dispute Resolution**

Any dispute arising out of or in connection with this Agreement shall be referred to mediation before resorting to litigation. If mediation fails, disputes shall be resolved exclusively by the courts of England and Wales.

## **13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **14. Amendments**

No amendment or variation of this Agreement shall be effective unless made in writing and signed by all Founders.

## **15. Entire Agreement**

This Agreement, including its Schedules, constitutes the entire agreement between the Founders relating to its subject matter and supersedes all prior discussions, understandings, or agreements.

## **16. Notices**

All notices under this Agreement shall be in writing and delivered personally, by pre-paid post, or by email to the contact details provided by each Founder.

## **17. Severability**

If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect.

## **18. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute the same instrument.

**FOUNDER 1 SIGNATURE**

**FOUNDER 2 SIGNATURE**

**FOUNDER 3 SIGNATURE**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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