

Founders' Agreement

Between Abhi (Founder) and Madhanraj S & Deenan T

1. Parties to the Agreement

This Founders' Agreement (hereinafter referred to as the "Agreement") is entered into on this day, between the following parties:

1. **Abhi**, hereinafter referred to as the Founder, who will be responsible for overall vision, business development, branding, strategy, marketing, and growth of the project known as DaddyBaddy.
2. **Madhanraj S**, hereinafter referred to as a Partner, who, along with his team, will be responsible for the technical execution of the platform including frontend, backend, database, deployment, and technical scalability.
3. **Deenan T**, hereinafter referred to as a Partner, who will be jointly responsible with Madhanraj S for development, technical execution, and ongoing technical support.

The Partners (Madhanraj S & Deenan T) together shall hold a combined stake in the project as detailed in this Agreement.

2. Purpose of the Agreement

The purpose of this Agreement is to establish the rights, responsibilities, and equity ownership between the Founder and the Partners in building, launching, and growing the platform DaddyBaddy.

The Agreement will serve as the governing framework for how the project will be developed, monetized, managed, and scaled, and how each party's contributions will be recognized and compensated.

3. Equity Split and Ownership

1. Abhi (Founder) shall own 60% equity in DaddyBaddy.
2. Madhanraj S and Deenan T together shall own 40% equity, split equally between them unless they mutually agree otherwise.

This equity split represents the recognition of Abhi's role in vision, branding, strategy, and growth, as well as the Partners' contribution in building and maintaining the platform.

Equity shall entitle each party to revenue sharing, profit distribution, and ownership rights in proportion to their respective equity stakes.

4. Roles and Responsibilities

Founder (Abhi)

Responsible for brand vision, direction, and long-term strategy.

Leading marketing campaigns, public relations, and partnerships.

Driving user acquisition, engagement, and monetization strategies.

Ensuring DaddyBaddy remains competitive and aligns with its mission of being a global, Gen Z-first platform.

Handling investor relations and future funding rounds.

2 Partners (Madhanraj S & Deenan T)

Designing, developing, and deploying the DaddyBaddy platform.

Maintaining backend servers, database management, and ensuring scalability.

Creating a mobile-first web app and ensuring readiness for transition into native mobile applications.

Implementing features agreed upon in the MVP phase, and working on iterative improvements post-launch.

Ensuring data privacy, security, and uptime of the platform.

5. Intellectual Property (IP)

All intellectual property, including but not limited to source code, designs, UI/UX assets, brand identity, and proprietary algorithms, shall belong to DaddyBaddy as a company, not to individuals.

The Founder (Abhi) retains rights to brand vision, marketing content, and growth strategy.

The Partners (Madhanraj S & Deenan T) shall assign any and all code, technical assets, and designs they create for the project to DaddyBaddy.

No party may use the IP for any purpose outside the scope of DaddyBaddy without written consent from all partners.

6. Revenue Sharing

All revenue generated by DaddyBaddy, whether from advertisements, premium subscriptions, sponsorships, collaborations, or other sources, shall be distributed according to the equity split:

60% to Abhi

20% to Madhanraj S

20% to Deenan T

Revenue distribution will be based on net profit after expenses, not gross revenue.

Revenue shall be distributed quarterly unless otherwise mutually agreed upon.

7. Development Timeline

The parties agree to work in good faith towards building and launching the MVP (Minimum Viable Product).

The earlier target was 1.5 to 2 months, but recognizing complexity, the timeline may be broken down into phases/milestones to ensure flexibility and quality.

Post-MVP updates and feature rollouts shall be discussed and approved jointly.

8. Decision-Making & Governance

Strategic decisions regarding branding, partnerships, and business direction shall primarily be led by Abhi.

Technical decisions regarding stack, architecture, and deployment shall be led by Madhanraj S & Deenan T.

Day-to-day decisions can be taken independently by the responsible party (business or technical).

Major company-level decisions such as equity restructuring, revenue model changes, licensing IP, fundraising, or external partnerships shall require unanimous approval of all three partners.

9. Confidentiality & Non-Disclosure

All parties agree to maintain confidentiality regarding DaddyBaddy's intellectual property, business plans, financial data, and user data.

No party shall disclose sensitive information to third parties without written consent.

This obligation of confidentiality shall continue even after any party exits the project.

10. Exit & Termination

If any party wishes to exit DaddyBaddy, they must provide written notice at least 60 days in advance.

The exiting party's equity will be valued based on an independent CA valuation or the most recent funding round valuation.

Payment for buyback or dilution shall be made within 6 months of the exit agreement.

Any misuse of IP, failure to fulfill agreed responsibilities, or breach of confidentiality may result in termination of the partnership and forfeiture of equity.

11. Future Investment & Dilution

If external investors are onboarded, equity stakes of all parties may be diluted proportionally unless otherwise negotiated.

All partners shall have Pro Rata Rights, meaning they have the option to invest additional funds during future rounds to maintain their percentage ownership.

Participation is optional

If a partner does not invest, their stake will dilute.

12. Dispute Resolution

Any disputes shall first be resolved through mutual discussion.

If unresolved, disputes will be referred to arbitration in accordance with Indian Arbitration laws.

The jurisdiction for legal matters shall be Bengaluru, India.

13. Long-Term Vision

The long-term vision is to establish DaddyBaddy as a private limited company in India, with the potential of transforming into a public limited company and listing on stock exchanges via an IPO.

All partners shall retain rights proportional to their equity in case of acquisition, merger, or IPO.

14. Signatures

By signing this Agreement, all parties acknowledge that they have read, understood, and agreed to the terms mentioned above.

Signed on this day: _____

Founder

Name: Abhi

Signature: _____

Partner 1

Name: Madhanraj S

Signature: madhanraj s

Partner 2

Name: Deenan T

Signature: Deenan T