

FOUNDER'S AGREEMENT

This Founder's Agreement (the “**Agreement**”) is made and entered into on this 22nd day of August, 2025.

BY AND AMONG:

1. **Mr. Rahul Mehra**, son of Mr. Sanjay Mehra, residing at Flat 701, Sea Breeze Apartments, Juhu Tara Road, Juhu, Mumbai - 400049, India (hereinafter referred to as “**RM**”).
2. **Ms. Priya Sharma**, daughter of Mr. Vinod Sharma, residing at 5/B, Hindu Colony, Dadar (East), Mumbai - 400014, India (hereinafter referred to as “**PS**”).

(RM and PS shall hereinafter be collectively referred to as the “**Founders**” and individually as a “**Founder**”).

BACKGROUND:

A. The Founders have jointly conceptualized and intend to operate the business of developing and marketing an AI-powered networking platform.

B. The Founders have incorporated a private limited company under the name “**ConnectSphere AI Pvt. Ltd.**” with CIN: U72900MH2025PTC123456, having its registered office at 2102, 21st Floor, Peninsula Business Park, Lower Parel, Mumbai - 400013 (the “**Company**”).

C. The Founders are entering into this Agreement to set forth their mutual understanding and agreement regarding their respective rights, responsibilities, and obligations in relation to the Company.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. ROLES AND RESPONSIBILITIES

The Founders agree to devote their full professional time and best efforts to the business of the Company. Their initial roles shall be:

- a. Rahul Mehra (RM): Chief Technology Officer (CTO), responsible for product development, technology strategy, and managing the engineering team.
- b. Priya Sharma (PS): Chief Executive Officer (CEO), responsible for overall business strategy, fundraising, marketing, and operations.

2. EQUITY OWNERSHIP

The initial authorized share capital of the Company is ₹1,00,000 divided into 10,000 equity shares of ₹10 each. The equity shares shall be subscribed to by the Founders as follows:

- a. Rahul Mehra: 5,000 equity shares (50%)
- b. Priya Sharma: 5,000 equity shares (50%)

3. VESTING OF SHARES

All equity shares held by the Founders shall be subject to a vesting schedule as follows:

a. Vesting Period: The shares shall vest over a period of four (4) years from the date of this Agreement (the "Vesting Period").

b. Cliff Period: There shall be a one (1) year cliff (the "Cliff"). No shares shall vest until the completion of one year of continuous service to the Company from the date of this Agreement. On the first anniversary, 25% of the total shares shall vest.

c. Post-Cliff Vesting: The remaining 75% of the shares shall vest in 36 equal monthly installments upon the completion of each subsequent month of service.

d. Founder Departure: If a Founder ceases to be employed by or provide services to the Company for any reason (a "Separation Event"), any shares that have not vested as of the date of the Separation Event shall be forfeited and returned to the Company for cancellation.

4. INTELLECTUAL PROPERTY ASSIGNMENT

Each Founder hereby assigns to the Company all their rights, title, and interest in any and all intellectual property (including ideas, inventions, copyrights, and designs) created by them in relation to the business of the Company, whether created prior to or during their engagement with the Company.

5. DECISION MAKING

a. Day-to-day Operations: Day-to-day business decisions shall be made by the Founders in accordance with their roles defined in Clause 1.

b. Major Decisions: The following decisions shall require the unanimous written consent of both Founders: (i) sale or merger of the Company; (ii) raising external funding; (iii) taking on debt above ₹10,00,000; (iv) issuing new shares or creating an employee stock option pool; (v) changing the core business of the Company.

6. CONFIDENTIALITY

The Founders agree to maintain the confidentiality of all proprietary information of the Company and of each other, both during and after their association with the Company.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction to adjudicate any disputes arising from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FOUNDER 1:

Mr. Rahul Mehra

FOUNDER 2:

Ms. Priya Sharma
WITNESS 1:

Name: Ankit Desai

Address: 401, Marine Drive, Mumbai

WITNESS 2:

Name: Sneha Iyer

Address: 6B, Pali Hill, Bandra, Mumbai