

# Co-Founder Agreement

This Agreement (“Agreement”) is made and entered into as of 10/09/2025, by and between:

**Erin Goldmann** (“Co-Founder 1”)

and

**Trevor Lanum** (“Co-Founder 2”)

Collectively referred to as the “Founders.”

## 1. Purpose

The Founders are jointly developing and operating **Project NYX** and the **Sovereign AI Collective** (“the Projects”), which may later be incorporated as a company, LLC, or other legal entity. This Agreement outlines the rights, responsibilities, and ownership interests of each Founder until such formal entity is established.

## 2. Ownership and Profit Sharing

1. Each Founder shall own **fifty percent (50%)** of all intellectual property, assets, models, code, creative works, business plans, and other materials developed for or under the Projects.
2. All profits, revenue, or other proceeds generated from operations shall be divided equally (**50/50**) between the Founders.
3. In the event of a **sale, merger, acquisition, licensing deal, or transfer** of any portion of the Projects—including but not limited to intellectual property, data models, technology, trademarks, or the company itself—the **net proceeds** after lawful deductions shall be split **equally (50/50)** between the Founders.

## 3. Roles and Responsibilities

1. Both Founders agree to contribute time, expertise, and creative input to the Projects.
2. Each Founder’s specific responsibilities may evolve over time and will be defined collaboratively as operations expand.

3. Both Founders agree to act in **good faith** to further the success of the Projects and to maintain **open communication** on strategic, creative, and financial decisions.

## 4. Intellectual Property

1. All assets, models, code, datasets, documents, creative content, and designs produced in relation to the Projects shall be considered **jointly owned intellectual property (IP)** of the Founders.
2. Neither Founder may sell, license, or otherwise transfer any portion of the IP without the written consent of the other.
3. If either Founder contributes pre-existing materials, such contributions remain their personal property but are licensed to the Projects for unrestricted use unless otherwise agreed in writing.

## 5. Incorporation and Equity Conversion

1. Upon formal incorporation of the Projects into a company or LLC, this Agreement shall convert into **equity ownership**, granting each Founder **50% of the issued ownership units or shares**.
2. Both Founders will jointly determine the company structure, governance model, and roles (e.g., CEO, CTO) at that time.
3. This Agreement remains binding until superseded by the company's formal operating or shareholder agreement.

## 6. Dispute Resolution

1. In the event of a disagreement regarding operations, IP, or profit distribution, both Founders agree to attempt to resolve the dispute through **good-faith negotiation**.
2. If no resolution is reached, the matter shall be submitted to **binding arbitration** under the laws of the **State of Washington**.

## 7. Term and Termination

1. This Agreement remains in effect until:
  - a. The Projects are formally incorporated, and a new operating agreement replaces

- it; or
- b. Both Founders mutually agree in writing to terminate it.
2. Upon termination, all jointly owned assets shall remain subject to the **50/50 ownership** principle unless otherwise negotiated in writing.

## 8. Entire Agreement

This Agreement represents the entire understanding between the Founders regarding Project NYX and the Sovereign AI Collective and supersedes all prior verbal or written discussions.

**Signed and Agreed:**



Erin Goldmann

Date: 10/09/2025

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Trevor Lanum

Date: \_\_\_\_\_