

TAKUMA Founder's Agreement

Between Kate Lee and Neal Sales-Griffin, the co-founders of TAKUMA, we are committed:

To The Work

- We commit to discovering and refining intent, both our customers' and our own
- We commit to building what matters, not what's easy
- We commit to quality that makes people say "I didn't know that was possible"

To Each Other

- We commit to transparent communication about priorities and trade-offs
- We commit to respecting each other's domain ownership while seeking input
- We commit to turning disagreements into productive conversations

To Progress

- We commit to shipping weekly, learning constantly
- We commit to naming why each task matters to TAKUMA's mission
- We commit to adjusting when reality teaches us something new

Working Dynamic

Domain respect: We trust each other's judgment in owned areas while staying curious and connected.

Effort transparency: We name when we're focusing elsewhere and why.

Contribution recognition: We acknowledge that different weeks bring different contributions, and that's okay.

Work-play balance: We respect professional boundaries when expected, and save personal interactions for off hours.

Decision Making & Accountability

Kate as CEO: Final decision authority on vision, client selection, and strategic direction.

Neal's Voice: Responsible in challenging approaches, raise concerns, and propose alternatives. When something feels wrong, speak up immediately.

Partnership Essentials

Intellectual Property

- Everything created for TAKUMA belongs to TAKUMA (including Kane)
- Projects started within TAKUMA context are company assets
- Personal projects remain personal unless explicitly contributed
- We agree upfront when starting any project whether it's company or personal
- Client deliverables belong to clients as specified in contracts
- Our methodologies and tools remain TAKUMA's

Future Benefits

- Health insurance when revenue supports it
- Retirement benefits as the company grows
- Other standard benefits added as we scale
- Both partners agree before implementing

Equity Vesting

- 50/50 ownership with 4-year vesting, 1-year cliff
- Monthly vesting after the cliff
- Already vested equity is yours forever

Partnership Changes

- We don't foresee this, but life happens
- Either partner can exit with 30 days written notice
- Departing partner keeps vested equity only
- No buyout provisions - equity remains as passive ownership
- Client transitions handled together with care
- No non-compete - we trust each other's integrity
- If circumstances force an exit, we'll handle it with grace

Growing the Team

- For now, this is a two-of-us operation
- We'll revise and adjust as needed
- Both must agree before bringing in new partners

Handbook vs Agreement

The Handbook is Fluid - Domain ownership evolves as we shift focus to Kane - Operating procedures adjust based on what we learn - Roles adapt to the work at hand - Updated regularly to reflect current reality

This Agreement is Solid - Core commitments remain stable - Equity structure is fixed - IP ownership is clear - Partnership terms are binding

What's written in this document is what we're signing. The handbook guides our work, but this agreement defines our partnership.

Evolution

This agreement can be amended with mutual written consent. Quarterly reviews keep us aligned on both the fluid handbook and any needed agreement updates.

Kate Xintong Lee

Signature: _____ Date: _____

Neal Sales-Griffin

Signature: _____ Date: _____

Let's refine each other.