**FOUNDERS ACCORD**

This agreement (this “***Founders Accord”) is*** effective as of September 1, 2023 among the undersigned (the ***“Founders”***) of ***Tetraplex Inc.*** (the ***“Company”),*** *hereby* set in record the respective rights and obligations of the Founders prior to the creation and execution of the typical corporate actions and fully detailed agreements pertaining to these matters (the ***“Formal Setup”***). The terms and conditions specified in this Founders Accord shall set a framework to resolve any possible future disagreements among the Founders with respect to the matters covered herein until the time when the Company completes the Formal Setup consistent with the terms of this Founders Accord to supersede it. The Founders anticipate completing the Formal Setup in connection either with the Company’s initial financing or at such time that the Company has revenue sufficient to cover base expenditures. The Founders hereby agree to enter into this Founders Accord to confirm all founders have a collective understanding of their duties and obligations as well as to protect the interest of each founder participating in the setup of the Company.

This agreement hereby sets and describes in sufficient detail below to be legally binding.

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| **Issue** | **Agreement** | |
| Business Idea | Set up Tetraplex Inc. as a firm engaged in developing novel and unique software solutions. The business idea may change and evolve over time but at the core we are a software development firm engaged in software development and ancillary services. As of writing, the business idea is a Social Network with unique features that is covered in our slide deck and other related documents. | |
| Intellectual Property | Intellectual Property related to the Company currently held by the Founders and employees will be transferred to the Company upon Formal Setup | |
| Equity and Titles | **Anselm Kiefner (Chief Executive Officer)**  **Joel Alcarez (Chief Strategy Officer / Interim Chief Technology Officer**  **Sarah Geiselhart (Chief Operations Officer)**  **Reserved for Future Investors/ Employees** | 25%  25%  25%  25% |
| Governance | Majority vote of shareholders for major decisions otherwise the issue can be delegated to the person most qualified to make the call. Major corporate decisions listed below hereby require a two thirds vote in favor of said proposition and cannot be delegated to any founder or employee:   * Increasing and decreasing the share capital, * Issuing new shares, * Issuing convertible loans or options that can be transferred to shares, * Selling all or a major part of the business of the company, * Authorizing the Board to make decisions listed above. | |
| Vesting | 4 year monthly vesting with 1 year cliff | |
| Salaries and other forms of compensation | To be determined at Formal Setup or when funding and / or revenue is available | |
| Confidentiality and Non Disclosure of proprietary Company information | Founders hereby acknowledge the existence and terms of this Founders Accord and any oral, written information related to the Formal Setup of the Company as well as any technical data are hereby confidential unless they are agreed upon by majority of the founders as open source or for public consumption. Founders and employees may be forced to enter into a Non Disclosure Agreement (NDA) separate from this agreement. | |
| Non Compete and Employment in other firms | Founders can be allowed to hold positions in other firms provided the firm doesn’t compete directly with the proposed products and services of the Company and that the engagement in the other firm freelance or otherwise does not impact the performance of the duties and responsibilities of the Founder or employee to the firm. | |
| Dispute Resolution | If ever a dispute arises out of or in relation to the Founders Accord, or breach thereof, and if the said dispute cannot be settled in an amicable manner the parties agree to find a mediator to help settle such in an appropriate jurisdiction. The disputing parties shall split the legal arbitration fees equally to facilitate such proceedings. | |

Each founder hereby fully agrees to the provisions set forth above by affixing their signature below:

**Anselm Kiefner (CEO) Joel Alcarez (CSO / CTO) Sarah Geiselhart (COO)**