

PROVENPATH FOUNDERS' AGREEMENT

The undersigned (each a “**Co-Founder**” and together the “**Founders**”) are collaborating to build ProvenPath LLC (the “**Company**”), a technology and information services platform dedicated to democratizing access to elite educational and professional opportunities, effective as of January 28, 2024, (the “**Effective Date**”). The Company encompasses all requisite technology and intellectual property necessary for the creation, implementation, development, and management of the business.

In connection with founding ProvenPath, and in consideration for a mutually agreeable framework which will serve as the foundation for the Founders to successfully build and operate ProvenPath, the undersigned hereby agree as follows.

ARTICLE I: OWNERSHIP STRUCTURE

- 1.1 Ownership Distribution. The Founders agree that the ownership of ProvenPath LLC shall be divided equally among them. This distribution reflects each Founder’s commitment to the Company in terms of capital, expertise, time, and resources. The distribution of ownership interests shall be as follows:
 - Dominic Dawes: 30%
 - Jermel McClure: 30%
 - LinDon Harris: 30%
- 1.2 Allocation for Future Employee Interest. In addition to the above distribution, the Founders collectively agree to reserve the remaining 10% of ProvenPath LLC’s total ownership interest for future employees. This is in addition to the ownership distribution as outlined in Section 1.1, where each Founder's share is detailed. This reserved interest will be a part of the “**Ownership Pool**” of the Company. The Ownership Pool is defined as the total pool of ownership interests that remain unallocated to any individual or entity, including both the current unallocated interests and the interests that may become available in the future. The allocation for future employees within the Ownership Pool is intended to incentivize and reward future key employees and contributors who will play a pivotal role in the Company's growth and success.
- 1.3 Vesting Schedule and Termination of Engagement. Each Founder's interest shall be subject to a vesting schedule, as follows:
 - **Initial Cliff Period:** Immediately following the Effective Date, a 12-month period will commence whereby no portion of the ownership interest will vest for each Founder.
 - **Post-Cliff Vesting:** Following the completion of the Initial Cliff Period, 25% of each Founder’s total ownership interest, as allocated in Section 1.1, will immediately vest, with the remaining 75% vesting each month thereafter in equal increments for the subsequent 36 months. For each Founder, at the end of the full 48-month period from the Effective Date, provided that the Founder continues to be engaged with the Company, their full 30% ownership interest will have vested.
 - **Termination of Engagement:** If any Founder’s engagement with the Company ceases for any reason prior to the completion of the full 48-month vesting period, any unvested portion of their ownership interest at that time will be forfeited and returned to the Ownership Pool. Forfeited shares due to termination of engagement will revert to the Ownership Pool as defined in Section 1.2.
- 1.4 Adjustment Clause. The Founders acknowledge that adjustments to this ownership structure may be necessary in the future, in response to the Company’s growth, capital requirements, or changes in the Founders’ involvement. Any such adjustments shall require a unanimous decision from all Founders and appropriate amendments to this Agreement.
- 1.5 Founders as Managers. Each Founder will be appointed to serve as a Manager (collectively, the “**Managers**”) of the Company. The Managers shall constitute the governing authority of the Company, responsible for overseeing its day-to-day operations, making key strategic decisions, and ensuring the execution of the Company's goals and objectives in accordance with the Operating Agreement and other legal obligations.

- 1.6 Legal and Tax Compliance. The Founders commit to ensuring that all aspects of ownership distribution and future employee interest allocation comply with relevant legal and tax obligations. The Company will seek professional advice as necessary to maintain compliance and protect the interests of all parties involved.
- 1.7 Founders' Rights. Each Founder, in their capacity as a holder of ownership interest in ProvenPath LLC, shall be entitled to specific rights associated with such ownership. These rights include, but are not limited to, the right to vote on key company decisions, the right to distributions or dividends as may be declared, access to company records, and the right to participate in management and decision-making processes. Additionally, Founders have the right to review and approve annual budgets, significant expenditures, hiring of key personnel, and shifts in the Company's strategy, operating procedures, mission, and overall business objectives. This ensures that the Founders' vision and goals for ProvenPath LLC are consistently aligned and pursued.
- 1.8 Ownership Transfers. Ownership interests in ProvenPath LLC held by the Founders are not freely transferable. In the event a Founder wishes to transfer their ownership interest, such transfer is subject to the approval of the remaining Founders and must be in accordance with the terms specified in the Operating Agreement. This includes adherence to any right of first refusal or similar provisions that give the Company or other Founders the opportunity to purchase the interest before it is offered to external parties. Any transfer of ownership interest shall also comply with applicable laws and regulations, ensuring that the transferee agrees to be bound by the terms and conditions of the Operating Agreement and any other existing agreements governing the operation of the Company. This transfer process respects the initial ownership distribution as agreed in Section 1.1.

ARTICLE II: ROLES AND RESPONSIBILITIES

This section outlines the specific roles and responsibilities of the Founders. While not legally binding, this serves as a mutual agreement and understanding of the roles and responsibilities each Founder is expected to fulfill. The Founders acknowledge the importance of flexibility and collaboration in these roles and responsibilities. Adjustments and realignments of these roles may occur as mutually agreed upon by all Founders, reflecting the changing needs and strategic direction of the Company.

- 2.1 Founder 1 – Dominic Dawes.
- Develop and maintain the company's website, ensuring functionality, user-friendliness, and up-to-date content.
 - Integrate apps and software solutions to enhance digital capabilities and user interaction.
 - Designs a comprehensive UX/UI strategy to optimize user satisfaction and ease of use.
 - Shape the brand's visual identity including logo, color scheme, and overall design aesthetics.
- 2.2 Founder 2 – Jermel McClure.
- Direct customer relationship strategy, focusing on enhancing engagement and satisfaction.
 - Identify and scale the company's value proposition in the marketplace.
 - Establish a strong brand identity that resonates with target audiences.
 - Build and manage the ProvenPath community, fostering loyalty through in-person and online events.
 - Manage LinkedIn and other professional network strategies for content distribution and brand promotion.
- 2.3 Founder 3 – LinDon Harris.
- Manage all administrative tasks including operational workflows and organizational systems.
 - Oversee financial management, including budgeting, accounting, and ensuring legal and regulatory compliance.
 - Coordinate and chair key business meetings for internal alignment and external partnerships.
 - Produce external communication materials for key stakeholders, such as investors and employees.
 - Organize Company Instagram presence for brand engagement and outreach.

ARTICLE III: CONTRIBUTIONS AND DISTRIBUTIONS

- 3.1 Initial Contribution. The Founders shall collectively contribute an initial sum of capital, the value of which to be mutually agreed upon to form an initial reserve fund for ProvenPath LLC. This reserve is intended to support the company's operations for the first six months, based on financial projections as of the Effective Date. This initial contribution will be deposited into the company's bank account and utilized as per the agreed-upon financial plan.
- 3.2 Capital Call Policy. For the Company to secure funds needed to satisfy the Company's operational requirements and growth plans, the Managers can initiate a **Capital Call**, an official request for additional funds from the Founders to meet the company's operational needs, expenses, and/or growth opportunities. This is in addition to the initial contributions outlined in Section 3.1. The Capital Call Policy shall proceed as follows: (i) Capital Calls will be scheduled to occur on a quarterly basis, aligning with the company's financial planning cycles. (ii) Prior to each Capital Call, the company's financial status will be evaluated to determine the necessity and amount of the call. (iii) Founders will receive a written notice of a Capital Call, detailing the amount requested and the rationale behind the call. (iv) Founders are expected to fulfill their capital contribution within 30 days of receiving the notice. (v) In the event a Founder is unable to meet the Capital Call, the notice will specify the consequences or remedies, such as dilution of ownership.
- 3.3 Contributions to the Joint Account. All funds contributed as part of any Capital Call shall be deposited into the Company's **Joint Account**. A record of each Founder's contribution will be maintained to ensure transparency and financial integrity. The joint account will be used exclusively for business expenses, investments, and operations as per the company's financial plan and budget.
- 3.4 Voting Policy for Significant Expenditures. Significant spending and investment decisions, as deemed by a majority of the Founders, will be made through a collective voting process. Each Founder will have an equal vote, and a majority will be required for decision approval.
- 3.5 Distribution Policy. To ensure a fair and equitable approach to the distribution of ProvenPath LLC's profits, the following Distribution Policy is established. This policy aims to balance the need for reinvestment in the company's growth with the Founders' entitlement to share in its cash profits. The policy is designed to reflect the commitment of the Founders to the long-term sustainability and prosperity of the company. The Distribution Policy shall proceed as follows: (i) Any distribution of profits will be conducted in accordance with the ownership percentages at the present time, subject to the company's financial health and operational needs. (ii) Distribution decisions will be proposed and voted on a quarterly basis, aligned with the company's financial review schedule. (iii) Any Founder may propose a distribution, but a unanimous vote among all Founders is required for approval. (iv) In the absence of a unanimous decision, the profits will be reinvested into the business for the subsequent quarter. (vi) Distributions, when approved, will be delivered only on a quarterly basis, contingent upon the unanimous agreement of the Founders. Founders will be notified in advance of the specific timelines and amounts for any approved distributions.
- 3.6 Amendment and Review Procedures. The Founders acknowledge that these policies may require amendments as the business evolves. All amendments will necessitate a unanimous decision from all Founders. Proposals for amendments must be presented in writing and subject to collective discussion and agreement. In addition, these strategies and policies will undergo scheduled reviews, aligned with the company's financial review cycle, to ensure they continue to serve the best interests of the Company. These reviews will include a thorough analysis of the company's financial performance and strategic direction to guide any necessary adjustments.

ARTICLE IV: DISPUTE RESOLUTION AND TERMINATION

- 4.1 Dispute Resolution. In the event of any disputes arising between the Founders in relation to ProvenPath LLC, the parties shall first seek to resolve the matter through mutual discussion, collaboration, and negotiation. If a resolution cannot be reached through negotiation, the dispute shall be submitted to mediation. A neutral, third-party mediator shall be appointed by mutual agreement of the Founders. The arbitrator's decision shall be final and binding on all parties.

- 4.2 Termination Provisions. A Founder may exit the Company under conditions such as mutual agreement among the Founders, personal circumstances leading to an inability to fulfill their role, or materially adverse breach of the Founders' Agreement. The termination of a Founder's engagement and its impact on ownership interest is further described in Section 1.3 and the transfer conditions in Section 1.8.
- 4.3 Dissolution of the Company. The Company may be dissolved upon a unanimous decision of the Founders or under circumstances that make the continuation of business untenable or legally impossible. In the event of dissolution, assets of the Company shall be liquidated and liabilities shall be settled. The remaining assets, if any, shall be distributed among the Founders according to their ownership percentages at present. A final account statement shall be prepared and agreed upon by all Founders to conclude the dissolution process.

ARTICLE V: CONFIDENTIALITY

- 5.1 Confidentiality Obligations. The Founders agree to maintain the confidentiality of all proprietary information related to ProvenPath LLC. This includes, but is not limited to, business plans, client information, operational strategies, and financial data. Confidential information shall not be disclosed to third parties without prior written consent from all Founders, except as required by law or in the ordinary course of business.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the day and year first above written.

By: _____

Dominic Dawes, Co-Founder and Head of Technology

By: _____

Jermel McClure, Co-Founder and Head of Product

By: _____

LinDon Harris, Co-Founder and Head of Operations