

CO-FOUNDER AGREEMENT – VIP 2.0

Jean Emile Alfred

Founder & Vision Owner “**Founder**” and

Edrein Carl Advincula

Technical Co-Founder & Developer “**Co-Founder**”

Date: October 25, 2025

1. Project Overview

Both parties agree to collaborate on the creation and development of VIP 2.0, a mobile and web social application based on real-time matching and live interaction (“the Project”).

Jean provides the original idea, brand, business strategy, and long-term vision.

Edrein provides technical development, including front-end, back-end, deployment, and maintenance of the app.

2. Ownership and Equity

- Jean will retain 60 % ownership of the company and its intellectual property.
- Edrein will receive 40 % equity in recognition of his technical work, strategic input, and ongoing contribution.
- Equity will be granted under a vesting schedule as follows:
 - 10 % after successful completion and delivery of the MVP (Minimum Viable Product).
 - 10 % after the official public launch of the app.

- 20 % vested progressively over the next 12 months, contingent on active participation and maintenance work.

If Edrein ceases collaboration before completing his milestones, unvested shares are forfeited and return to the Founder.

3. Compensation

The Co-Founder agrees to work primarily for equity but will receive a symbolic payment of \$400 USD per week during the MVP development phase, payable every Friday as available. Both parties acknowledge that payments may come from personal or third-party support.

4. Roles and Responsibilities

Jean Emile Alfred (Founder)

- Vision, product concept, branding, and marketing strategy.
- Investor relations, user growth, and future fundraising.

Edrein Carl Advincula (Technical Co-Founder)

- Full technical development of the MVP (front-end, back-end, APIs, and infrastructure).
- Future maintenance (approx. 3–8 hours/week post-launch).
- Ensuring code quality, scalability, and data security.

Both parties agree to communicate weekly and maintain transparency in decisions and progress.

5. Intellectual Property

All code, designs, data, and digital assets developed for VIP 2.0 are the exclusive property of the company (VIP 2.0).

Neither party may sell, share, or reuse these assets outside of this project without written consent.

6. Non-Abandonment Clause

Both parties commit to completing the MVP and supporting the project through its launch.

If Edrein abandons or stops contributing before the MVP delivery, he forfeits his vested and unvested shares.

If Jean abandons the project, ownership rights and responsibilities will be discussed in good faith.

7. Confidentiality

Both parties agree not to disclose any confidential or proprietary information about VIP 2.0 to any third party without written permission.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA.

Any dispute will be settled through mutual discussion before considering legal action.

9. Signatures

Founder:

Name: Jean Emile Alfred

Signature: *Jean Emile Alfred*

Date: 10/25/2025

Technical Co-Founder:

Name: Edrein Carl Advincula

Signature: Edrein Carl Advincula

Date: 10/25/2025 (mm/dd/yyyy)