

Interim Partnership Agreement

Between Mr. Rick Ballard and Ms. Elias Sokolova

This Interim Partnership Agreement (“Agreement”) is entered into as of **April 20th, 2025**, by and between:

- **Mr. Rick Ballard**, an individual residing at 2350 Woodfield Road, Oakville, Ontario, CANADA, L6H6Y6, and,
- **Ms. Olga Sokolova**, an individual residing at 2509 Sumter Drive, College Station, TX 77845,

— hereinafter referred to collectively as the “**Parties**”.

1. Purpose and Vision

The Parties agree to collaborate in the creation of two interlinked startup companies:

- **The Holding Company** (tentatively named RallyCat): A 50/50 jointly owned parent company,
- **The Operating Company** (tentatively named *GroupBuild*): A wholly-owned Delaware-based subsidiary of the Holding Company.

The **shared vision** is to develop and maintain software solutions that promote global Democracy, defined as *government of the people, by the people, and for the people*, through technologies that enforce **rules-based communication** ("hyphenations")—specifically:

- (a) identity-protected
- (b) status-verified
- (c) truth-moderated
- (d) individually-equitable
- (e) [Future placeholder hyphenation]

This Agreement is made in anticipation of future formal documents, and shall govern the Parties’ current collaborative activities and planning.

2. Ownership and Capital Structure

2.1 Holding Company

- Will issue 1,000 common shares at \$1/share.
- Mr. B and Ms. S shall each own 500 shares, with equal voting rights.
- A joint account in a safe haven jurisdiction will be created in Trust for the Holding Company, to fund initial operations.

2.2 Operating Company

- To be incorporated in Delaware, wholly owned by the Holding Company.
- Responsible for product development, operations, marketing, and partnerships related to the software application.

3. Roles and Contributions

3.1 Mr. B

- Will serve as **Interim CEO** of the Holding Company.
- Focus on governance, strategy, legal oversight of Holding and Operating company(s), and fundraising.
- Does not require income; expects to contribute personal resources.

- Open to equity growth, subject to mutual agreement.

3.2 Ms. S

- Will serve as **CSO and/or CEO** of the Operating Company.
- Will lead all aspects of software design, engineering, and team growth.
- Requires **gradual income growth** to transition from current professional obligations.
- Also seeks increased equity to reflect her operational role.

4. Financial and Legal Structure

- The **Holding Company** shall own all intellectual property (IP), servers, and infrastructure.
- It shall license these to the Operating Company.
- The **Operating Company** will repay early loans and pay management fees to the Holding Company when financially viable.
- The Holding Company may raise capital through private investors or crowdfunding, targeting the product's user base ("Company E").

5. Confidentiality and Non-Disclosure

5.1 Definition of Confidential Information

"Confidential Information" includes, but is not limited to, business plans, product strategies, source code, user data, fundraising strategies, investor discussions, or personal information exchanged between the Parties.

5.2 Mutual Non-Disclosure

The Parties agree:

- Not to disclose, publish, or otherwise reveal any Confidential Information to third parties without the prior written consent of the other Party.
- To protect Confidential Information with the same degree of care as they would use with their own sensitive information.
- That this provision survives the termination of this Agreement and continues for five (5) years from such termination.

5.3 Exceptions

Confidential Information does **not** include information that:

- Is or becomes publicly known through no fault of the receiving Party;
- Is lawfully obtained from a third party without restriction;
- Is independently developed without access to the other Party's Confidential Information.

6. Dispute Resolution

6.1 Voting Procedure

In the event of disagreement over strategic or operational matters:

- Each Party holds one vote.
- For matters not pre-defined in the bylaws, a simple majority (2/2 unanimous vote) is required.
- If a deadlock persists for more than 30 days, the Parties agree to proceed under the Gunshot Clause (Section 6.2).

6.2 Gunshot Clause (Buy-Sell Provision)

If a dispute cannot be resolved:

- Either Party may invoke the **Gunshot Clause** by offering to buy out the other Party's equity in the Holding Company at a specified per-share price.
- The receiving Party must then either (a) accept the offer and sell their shares, or (b) reverse the offer by buying out the offering Party at the same price per share.
- The election must be made within 15 days of receipt of the original offer. If no election is made, the offering Party may proceed with the purchase.

7. Strategic Protections

- The Holding Company structure is designed to prevent misalignment with the founding vision through outside investment or legal interference.
- The Holding Company may dissolve or replace the Operating Company if necessary, while retaining the product, IP, and brand continuity.
- This flexibility allows for adaptive responses to political, legal, or reputational threats.

8. Future Agreements and Evolution

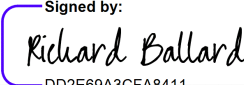
- This Agreement is **interim** and non-exhaustive. It reflects current understanding and intent, pending full Operating Agreements, Articles of Incorporation, Board structures, and equity grants.
- Amendments must be made in writing and signed by both Parties.
- The Parties agree to work in good faith toward further formalization of all structures and strategies.

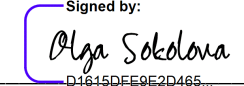
9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [Delaware or mutually agreed-upon jurisdiction].

10. Execution

IN WITNESS WHEREOF, the Parties have executed this Interim Agreement on the date below.

Mr. Rick Ballard
Signature: 
Name: Richard Mark Ballard
Date: 5/1/2025

Ms. Olga Sokolova
Signature: 
Name: Olga Sokolova
Date: 5/1/2025