

## Founders' Agreement

This Agreement is made and entered into as of August 26, 2025,

**BETWEEN:**

**Founder 1 Name** Role: [e.g., Chief Executive Officer] **Contact:** [Email and Phone Number]

**Founder 2 Name** Role: [e.g., Chief Technology Officer] **Contact:** [Email and Phone Number]

(each a "Founder" and collectively the "Founders").

### 1. Business Purpose

Hava is a technology company dedicated to revolutionizing the real estate industry by providing a comprehensive platform that connects real estate agents with clients, streamlines property listings, and simplifies the management of legal and financial documentation. Our mission is to enhance transparency, efficiency, and accessibility in the real estate market for all stakeholders.

### 2. Equity & Ownership

- **Shareholding:** The company's equity is distributed as follows: \* \*
- **Vesting:** Shares are subject to a four-year vesting schedule with a one-year cliff. Twenty-five percent of shares vest after the first year, with the remaining shares vesting monthly over the following three years.
- **Share Sales:** Founders may not sell or transfer shares without unanimous written consent from all other Founders.

### 3. Roles & Responsibilities

- **Founder 1 Name:** Responsible for product management, marketing, and fundraising.
- **Founder 2 Name:** Responsible for all technology-related aspects, including development and maintenance of the Hava platform.

### 4. Decision-Making & Governance

- **Voting Rights:** All major business decisions require unanimous consent of the Founders.
- **Board Structure:** A Board of Directors will be established, with each Founder serving as a member.

### 5. Intellectual Property (IP) Ownership

All intellectual property, including code, designs, and content, developed by any Founder in connection with Hava shall be the exclusive property of the company.

### 6. Funding & Capital Contributions

- **Founder 1 Name:** [Specify cash or other resources contributed]
- **Founder 2 Name:** [Specify cash or other resources contributed]

## 7. Confidentiality & Non-Compete

Founders agree to maintain the confidentiality of all proprietary information and are prohibited from engaging in any business that directly competes with Hava for a period of two years following their departure from the company.

## 8. Exit / Termination / Dissolution

- **Founder Departure:** If a Founder leaves the company, their unvested shares will be forfeited.
- **Dissolution:** In the event of dissolution, the company's assets will be distributed according to shareholding percentages after all debts are settled.
- **Share Sale Rights:** This agreement includes standard drag-along and tag-along rights to protect all Founders in the event of a sale.

## 9. Dispute Resolution

Any disputes arising from this agreement will be resolved through arbitration in Lagos, Nigeria.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.**

Founder 1 Name Founder 2 Name