

chamaZetu Founders' Agreement

This Founders' Agreement (the "Agreement") is made and entered into on 11th June 2025, by and between:

- **Amos Njoroge** ("Founder & CEO"), primary creator of ChamaZetu, leading technology, strategy, and overall vision.
- **Collins Moriasi** ("Financial Economist Partner"), responsible for financial strategy and investor relations.
- **Tanya Wambui** ("Cybersecurity Partner"), responsible for data security, compliance, and risk management.

Collectively referred to as the "Founders."

1. Purpose

This Agreement establishes the rights, responsibilities, and equity structure for the Founders, aimed at securing the long-term success of ChamaZetu.

2. Ownership Structure

Each Founder's ownership stake in ChamaZetu is as follows:

- **Amos Njoroge: 60%**
- **Collins Moriasi: 15%**
- **Tanya Wambui: 15%**
- **ESOP: 10%**

Ownership percentages are subject to vesting schedules, outlined below, to ensure ongoing contributions.

3. Vesting Schedule

To align equity with continued contributions, vesting shall occur as follows:

- **Four-Year Vesting with a One-Year Cliff:** Equity will vest monthly over four years, with **25% vested at the end of the first year.**
 - **After Year 1:** 25% of each Founder's equity vests.
 - **Remaining 75% vests in equal monthly installments over the next 36 months.**

If a Founder exits ChamaZetu prior to full vesting, only vested equity will be retained.

4. Roles and Responsibilities

Each Founder commits to contributing expertise and time as follows:

- **Amos Njoroge:** Responsible for product development, technology decisions, and day-to-day operations.
 - **Collins Moriasi:** Oversees financial planning, investment relations, and funding strategy.
 - **Tanya Wambui:** Manages cybersecurity protocols, regulatory compliance, and risk assessments.
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5. Decision-Making

- **Operational Decisions:** Amos Njoroge, as the Founder & CEO, has authority over day-to-day operations.
- **Strategic and Major Decisions:** All Founders have equal say in significant decisions, including but not limited to fundraising, acquisition offers, and major pivots. A majority vote is required, with Amos holding the deciding vote in case of a tie.

6. Founder Performance & Removal Rights

- The **Founder & CEO reserves the right to remove a Founder** due to non-performance, lack of contribution, or breach of agreement.
 - Removal requires a formal notice, and any unvested equity will be forfeited as outlined in the **Exit & Separation Protocol** below.
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7. Exit & Separation Protocol

If a Founder exits or is removed, their equity treatment will be as follows:

- **If exit/removal occurs before the 1-year cliff:** The departing Founder may receive **0.5%–2% equity** (determined based on contribution).
 - **If exit/removal occurs after the 1-year cliff:** The departing Founder **cannot retain more than 5% equity**. Any excess equity must be returned to ChamaZetu.
 - **Severance:** No severance shall be provided upon departure.
 - **Board Resignation & Release:** The departing Founder must resign from the board, sign a formal release, and assign proxy voting rights to the remaining Founders.
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8. Confidentiality

- All Founders agree to maintain confidentiality concerning proprietary business information, strategic plans, and technical details.
 - Confidential obligations shall survive departure from the company.
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9. Intellectual Property

- All intellectual property (IP) created for ChamaZetu remains **the property of the company**.
 - Departing Founders shall not claim or retain any rights to company-owned IP.
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10. Transfer of Ownership and Buy-Back Rights

- **First Right of Refusal:** If a Founder wishes to sell their equity, they must first offer it to the remaining Founders.
 - **Buy-Back on Departure:** If a Founder exits before full vesting, ChamaZetu retains the right to repurchase any unvested equity at fair market value.
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11. Non-Compete and Non-Solicitation

For **one year post-departure**, departing Founders agree not to:

- Engage in or establish a business that directly competes with ChamaZetu.
 - Solicit any clients or employees from ChamaZetu.
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12. Amendments

- This Agreement may be amended only in writing and with the consent of all Founders.
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13. Dispute Resolution

- In case of disputes, Founders agree to engage in mediation. Costs will be shared equally.

- If mediation fails, disputes will proceed to binding arbitration under **Kenyan law**.
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14. Governing Law

- This Agreement shall be governed by the laws of **Kenya**.
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SIGNATURES

For ChamaZetu:

Amos Njoroge


Founder & CEO

Signature: 

Date: 11 June 2025

Collins Moriasi

Financial Economist Partner

Signature: 

Date: 11 June 2025

Tanya Wambui

Cybersecurity Partner

Signature: 

Date: 10 June, 2025