

FOUNDERS' AGREEMENT AND TERMS OF CORPORATE STRUCTURE

This Founders' Agreement (the "Agreement") is entered into as of [Date], by and between the following parties:

- The founder, Inventor, Yefim (Jeff) Zhuk, [Address], AI & Internet Technology University, Inc. (AITU, Inc.)
- Partner, [Full Name], [Address]

NOW, THEREFORE, the parties agree as follows:

1. Company Formation and Structure

1.1. Starting structure is based on AITU, Inc, but Inventor is open to join with Partners to transfer existing Investor and Partner agreements to an Umbrella Company.

1.2. The Investor and Partner Agreements shall serve as the initial terms governing the relationship among the Founder-Inventor and Partners.

2. Purpose: The Company is formed to develop, market, and commercialize AI products based on the Development Factory Patent.

3. Ownership: The ownership is shared between the Founder – Inventor and a group of Individual Investors.

4. The Founder – Inventor grants to the Investors up to 75% of the Received Patent Price and up to 25% of the profit of development work.

4.1. Each individual investor: ownership inside the pool of investors is distributed according to the percentage of investment.

See details in the [Investment Agreement](#).

4.2. Development leaders: will be awarded by Founder-Inventor out of his portion of the profit of development implementation

5. Board of Directors and voting weight

5.1. Board of Directors will be formed by 4 Partners, including the Senior Partner plus the Founder-Inventor, initially 5 board members.

Upon creating a development team, the Board of Directors will consider adding a development leader to the board of directors.

5.2. Voting weight

- 49% - Founder-Inventor (in the future will share voting rights with a development leader)

-15% - Senior Partner

-12% - Each Partner (total 36%)

6. Profit and Loss Distribution

6.1 Profits and losses shall be allocated according to ownership percentages (after reserves for taxes, expenses, and growth).

6.2 Distributions shall be made quarterly, subject to board/manager approval and working capital needs.

7. Management and Decision-Making

7.1. Major decisions (e.g., raising capital, selling the company, large expenditures > \$X, hiring key employees) require unanimous or [about 60%] approval.

7.2 Day-to-day decisions in each Founder's area of responsibility may be made independently, with transparency and regular updates.

8. Intellectual Property and Confidentiality

8.1. Current IP created by the Inventor belongs to the Inventor.

8.2. New IP must be assigned to the Company.

8.3. Founders, including the Inventor and Partners agree to a mutual confidentiality obligation during and after the term of the Agreement.

9. Dispute Resolution

Disputes shall first be resolved through good-faith negotiation, then mediation, and finally binding arbitration in Colorado under American Arbitration Association rules.

In the case of establishing an Umbrella Company in a different state, the governing laws and arbitration will change the state accordingly.

The parties have executed this Agreement as of the date below.

SIGNATURES

Founder: Yefim (Jeff) Zhuk

Signature:

Date:

Partner: [name]

Signature:

Date: