# Dailysqueezer Partnership Agreement

## Purpose

This agreement governs the partnership between the Founders of Dailysqueezer (the "**Partnership**"). The intention of the Founders is to develop a personal productivity application and prior to its commercial launch, transfer its ownership to a company to be incorporated (the "**Company**") at a mutually agreed location.

## Initial Founders


| **Javier Aragones Carrion** | **Giuseppe Aiello** | **Noon Ventures S.L.** |
|---|---|---|
| **CEO** | **CTO** | **Accelerator partner** |
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## Transfer of ownership to company upon formation

Each Founder shall grant to the Company immediately upon its formation all of his or her right, title, and interest in and to the business concept, technology and intellectual property, including all ideas, labor and/or work product resulting from the work performed by the Founder related to the Partnership.

## Ownership structure upon formation

Upon formation of the Company, the entire issued share ownership of the Company will be split according to the values determined by the dynamic equity split model agreed by the Founders and detailed in the document enclosed to this agreement. In any case, those values shall be confirmed by consensus of the Founders at the moment of formation. Should the Founders wish to reserve any portion of the shares for future employees or for an option share pool, any such portion of shares reserved will dilute all Founders equally.

The shares issued to each Founder upon formation of the Company shall come from the same series and class of shares, such that there is no difference in the rights (including but not limited to voting and distribution rights) accorded to the shares issued to each Founder.

Sale of the Company to an interested third party shall take place if the sale is authorized by the board of directors and a majority of the outstanding shares, and otherwise in conformity with all applicable laws.

## Vesting Period

The shares issued to each non-financial Founder shall vest after a four year period with a one year cliff period during which founders cannot vest their shares. If a non-financial Founder departs the Company prior to full vesting of his or her shares, the remaining portion of any unvested shares shall be returned to the Company in accordance with that vesting schedule.

## Management and Approval Rights

In order to ease partnership management, all financial partners (i.e. investors) will renounce to their political rights (i.e. voting) in favor of non-financial Founders until company incorporation. Therefore the Company will be managed by the non-financial Founders, and the non-financial Founders holding the majority of equity according to the dynamic equity split model may take any action on behalf of the Company except where explicitly stated below requiring the unanimous written approval of all non-financial Founders:

- Liquidate the Partnership, or distribute its assets and business;
- Enter into any agreement to license or transfer Partnership's protectable intellectual property.
- Raise any equity capital in any amount from any person;
- Admit any partner to the Company; and
- Amend this agreement.
- Incur any debt on the Company's behalf.

A combined majority of non-financial Founders holding the majority of equity according to the dynamic equity split model may remove a non-financial Founder from the partnership at any time, for any reason, by giving written notice to such non-financial Founder.

## Confidentiality

The Founders agree to keep the business concept and technology confidential; disclosure of the business concept and technology will occur only on an as-needed basis and only upon consent of all Founders. Notwithstanding such unanimous consensual disclosures, the Founders shall take all necessary steps to keep the business concept and technology confidential until the formation of the Company, at which time the Founders may further detail any confidentiality obligations.

## Dispute Resolution

In the event that the Founders do not wish to continue their mutual collaboration, the Founders shall discuss a mutually agreeable separation and division of assets of their collaboration. The Founders shall further define any confidentiality obligations at that time.

In the event that the Founders are not able to agree to a mutually agreeable separation, the Founders agree that they will submit to a binding confidential mediation to be held by a mutually agreed to mediator. The Founders agree that all provisions of this partnership agreement shall be binding up through the end of this mediation process. The costs of the mediation shall be borne equally by all Founders.