

Founders' Agreement

The undersigned (each a "Founder" and together the "Founders") are collaborating with the purpose of developing together a Business Concept related to the following:

SafeBash, the social networking online platform that incorporates strong cryptography to defend individuals' privacy and freedom of speech, which may be accessible at the domain name SAFEBASH.COM, including but not limited to related source code, software for any electronic devices, graphics design, and other related technology.

Founders agree that all related technology to the Business Concept is owned by the Founders pursuant to this Agreement (together, the "Business Concept and Technology") which, if developed, will be transferred to and launched by a company to be formed by the Founders (the "Company").

In connection with such collaboration of the Business Concept and Technology, and in consideration for a mutually agreeable framework which shall serve as the foundation for the Founders to successfully develop the Business Concept and Technology, the undersigned hereby agree as follows:

1. THE FOUNDERS

Full Name: Petr Bielak

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]



Full Name: Daniel Kubicek

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]



2. TRANSFER OF OWNERSHIP TO COMPANY UPON FORMATION

Section 2.1 Each Founder shall grant and irrevocably assign to the Company immediately upon its formation all of his or her right, title, and interest in and to the Business Concept and Technology (including all right, title and interest to intellectual property thereto), including all ideas (however formed or unformed) and labor and/or work product that results from any task or work performed by the Founder that relates to the Business Concept and Technology for the full term of such rights. Each Founder shall also perform any and all acts and execute all documents and instruments as may be required by the Company at its sole discretion to perfect title in the Business Concept and Technology, and any related intellectual property.

Section 2.2 Any future agreement that requires an ownership interest in the Business Concept and Technology and related intellectual property to be transferred to a third party before the formation of the Company must be agreed upon by each Founder. In the event of such an agreement, the obligations of this Founder Collaboration Agreement must be disclosed to that third party.

Section 2.3 For purposes of this Agreement, the Company shall be considered formed upon registration and recognition of a business entity by the Companies Registration Office (CRO) in the Republic of Ireland, including but not limited to registration and recognition of a limited liability company or any form of corporation.

3. OWNERSHIP STRUCTURE UPON FORMATION

Section 3.1 Upon formation of the Company, the entire issued share ownership of the Company shall reflect the structure defined in the table (i). 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.

table (i) Ownership of the Company (10,000,000 of authorized ordinary shares in total)

Name	Class	Number of Shares	Percentage
Petr Bielak	ordinary	7,000,000	70
Daniel Kubicek	ordinary	3,000,000	30

Section 3.2 Upon formation of the Company, each Founder shall be elected by the Company to serve a) on the Board of Directors, which shall reflect the table (ii), and b) as an officer of the Company, which shall reflect the table (iii).

table (ii) Board of Directors

Name of a Founder	Position(s)
Petr Bielak	Chairman, Director
Daniel Kubicek	Vice Chairman, Director

table (iii) Management Structure

Name of a Founder	Position(s)	Reports to
Petr Bielak	Chief Executive Officer	Board of Directors
Daniel Kubicek	Chief Operating Officer	Chief Executive Officer

Section 3.3 The shares issued to each Founder shall vest accordingly:

Petr Bielak's interest in the Company shall vest immediately on the date the Company is formed accordingly to Section 2.3. Additionally, Petr Bielak's vesting shall not be subject to any cliff period.

Daniel Kubicek's interest in the Company shall vest immediately on the date the Company is formed accordingly to Section 2.3. Additionally, Daniel Kubicek's vesting shall not be subject to any cliff period.

Section 3.4 If a Founder who is subject to a vesting schedule 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.

Section 3.5 The shares issued to each Founder 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.

Section 3.6 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.

4. CONFIDENTIALITY

Section 4.1 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 shall further detail and define any confidentiality obligations.

Section 4.2 Any and all data or information that the Founders may possess about users, customers or other parties who provided such data or information in direct or indirect relation to the Business Concept and Technology in a digital or any other form (the "User Data") shall be kept strictly confidential.

Section 4.3 The Founders irrevocably agree to keep confidentiality for life.

5. CONTRACTUAL COMMUNICATION AND DISPUTE RESOLUTION

Section 5.1 Within ten (10) years, of the signature if the Founders have not yet formed a Company, the Founders agree to discuss the benefits of continued collaboration related to the Business Concept and Technology and will discuss a mutually agreeable timetable for the formation of the Company.

Section 5.2 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 and all confidentiality obligations related to the Business Concept and Technology.

Section 5.3 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 in Dublin, the Republic of Ireland and conducted by a mutually agreed to a mediator. The Founders agree and acknowledge that all provisions of this agreement, including confidentiality provisions, shall be binding up through the end of this mediation process. Costs of the mediation shall be borne equally by all Founders. If the Founders do not reach an agreement during the mediation process they may have this agreement adjudicated exclusively in the courts of the Republic of Ireland.

6. REPRESENTATIONS AND WARRANTIES

Section 6.1 Each Founder represents and warrants that he or she is not a party to any other agreement that would restrict such Founder's ability to perform its obligations as set forth in this Founders' Agreement. Each Founder represents and warrants that no third party can claim any rights to any intellectual property or other proprietary rights possessed by that Founder as it relates to the Business Concept and Technology.

7. DUTIES OF THE FOUNDERS

Section 7.1 The Founder must refer to the other Founders, in writing, all opportunities to participate in a business or activity that is directly competitive with the Business Concept and Technology throughout the universe, whether as an employee, consultant, officer, advisor, investor, or partner. The Founders will have 15 days to decide whether to pursue any referred opportunity and to notify the referring Founder of its decision in writing. If the Founders elects not to pursue the opportunity, or if it does not notify the referring Founder of its intent in writing within 15 day period, then the referring Founder will be free to pursue the opportunity independently. If the Founders elects to pursue the opportunity, but later abandons it, then the referring Founder will be free to pursue the opportunity independently at such time.

Section 7.2 Other than pursuant to the preceding paragraph, to protect the Founders' legitimate business interests, no Founder may participate in any business or activity that is directly competitive with the Business Concept and Technology throughout the universe, whether as an employee, consultant, officer, director, advisor, owner, sole proprietor, investor or partner. The ownership of 1% or less of the securities of any publicly-traded company will not be considered participation in a competitive business or activity. The Founders' obligations contained in this section (Duties of the Founders) will continue with respect to each Founder until the later of the date that is 3 months after (i) he ceases to be a Founder, and (ii) he ceases to provide any services to the Founders, whether as a partner, employee, officer, director or otherwise.

Section 7.3 Other than as explicitly provided herein, no Founder will have any duty to the other Founders, including any fiduciary duty, and including any duty to refer business opportunities to the other Founders, or to refrain from engaging in activity that is competitive with that conducted or planned by the Founders.

8. INTELLECTUAL PROPERTY

Section 8.1 "Project IP" means: (a) contributions and inventions, discoveries, creations, developments, improvements, works of authorship and ideas (whether or not protectable under patent, copyright, or other legal theory) of any kind that are conceived, created, developed or reduced to practice by any Founder, alone or with others, regardless of whether they are conceived or directly or indirectly related to the Business Concept and Technology, result from tasks assigned to a Founder by the other Founders, or are conceived or made with the use of the other Founders' resources, facilities or materials; and (b) any and all patents, patent applications, copyrights, trade secrets, trademarks (whether or not registered), domain names and other intellectual property rights, throughout the universe, in perpetuity, with respect to any of the foregoing.

Section 8.2 The term "Project IP" does not include any inventions developed by a Founder entirely on such Founder's own time, without using the other Founders' equipment, supplies, facilities or trade secret information, unless the invention related to the Business Concept and Technology at the time of the invention's conception or reduction to practice.

Section 8.3 Each Founder agrees (i) to assist the Company from time to time with signing and filing any written documents of assignment that are necessary or expedient to evidence such Founder's irrevocable assignment of Project IP to the Company; and (ii) to assist the Company in applying for, maintaining, and filing any renewals with respect to Project IP throughout the universe, in each case at the Company's expense.

9. MISCELLANEOUS PROVISIONS

Assignment. This agreement may not be assigned by any party hereto without the written consent of all Founders.

Successors / Assigns. This agreement shall be binding upon and inure to the benefit of the Founders, the Company, their successors, and their permitted assigns.

Notices. Any notice or other communication required or permitted under this agreement may be addressed to the recipient at its address given above, or such other address as that party may provide from time to time and shall be deemed duly given (a) when delivered, if by hand delivery; and (b) if otherwise delivered, when written confirmation of receipt thereof is obtained (i) from the recipient; or (ii) from a nationally recognized mail carrier.

No Third-Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or behalf of any person other than the parties hereto, except as explicitly provided otherwise herein.

Amendment / Waiver. This agreement may only be amended with the written consent of all Founders, and none of its provisions may be waived except with the written consent of the party waiving compliance.

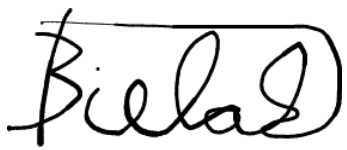
Governing Law. This agreement shall be governed by and construed in accordance with the internal laws of the Republic of Ireland.

Severability. If any provision in this agreement is held to be invalid or unenforceable in any jurisdiction, the validity and enforceability of all remaining provisions contained herein shall not in any way be affected or impaired thereby, and the invalid or unenforceable provisions shall be interpreted and applied so as to produce as near as may be the economic result intended by the parties hereto.

Entire Agreement. This agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior arrangements or understandings (whether written or oral) with respect thereto.

10. SIGNATURE

By signing below, each Founder indicates acceptance of the terms of this agreement in their entirety as of the date first written below, and represents and warrants to the Company and each other Founder that he has fully read and understood this agreement, and that to each Founder's knowledge, no law or third-party obligation would prevent each such Founder from entering into and performing this agreement in full. For the convenience of the parties, this agreement may be executed electronically.

Signature:  _____

Date: 08 / 11 / 2019

Print Name: **Petr Bielak**

Signature:  _____

Date: 14 / 11 / 2019

Print Name: **Daniel Kubicek**

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 VIEWED	14 / 11 / 2019 07:03:40 UTC	Viewed by Daniel Kubicek [REDACTED] IP: [REDACTED]
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