This Co-Founder Agreement (the **"Agreement"**) is entered into as of **April 11, 2026**, by and among the founding members of **Null Stackers (Pvt.) Ltd.**, collectively referred to as the **"Founders."**

## PARTIES TO THIS AGREEMENT

**Founder 1 — CEO** — Syed Muhammad Hanzala Bin Ahsan | syedmuhammadhanzala11@gmail.com

**Founder 2 — CTO** — Umer | umer.gm89@gmail.com

**Founder 3 — COO** — Zayn | zaynzeny12@gmail.com

**Founder 4 — CMO** — Syed Ali Naqvi | syedalinaqvi.work@gmail.com

## CLAUSE 1 — EQUITY SPLIT & VESTING SCHEDULE

**1.1 Initial Equity.** Each of the four Founders shall hold an equal **25% equity stake** at formation, reflecting equal commitment and contribution. Distribution may be revised by unanimous written consent within the first six (6) months.

**1.2 Vesting Schedule.** All founder equity is subject to a **4-year vesting schedule** with a **1-year cliff** from the Effective Date. At the 1-year cliff, 25% of each Founder's allocation vests. Thereafter, the remaining 75% vests monthly (1/48 per month) over the next 36 months, reaching 100% at 48 months.

**1.3 Acceleration.** A bona fide acquisition triggers 12-month acceleration (single-trigger). Full acceleration upon acquisition + termination without cause (double-trigger).

## CLAUSE 2 — ROLES & RESPONSIBILITIES

**Syed Muhammad Hanzala (CEO):** Overall company vision and strategy, investor relations, fundraising, external partnerships, and final authority on company-wide decisions.

**Umer (CTO):** Technical architecture, MERN stack and AI development, engineering roadmap, code quality, DevOps, cybersecurity, and data protection.

**Zayn (COO):** Day-to-day operations, platform workflows, client project matching, internal timelines, and cross-functional coordination.

**Syed Ali Naqvi (CMO):** Growth strategy, university partnerships, enterprise client acquisition, brand identity, and developer community building.

## CLAUSE 3 — CONFLICT RESOLUTION

**3.1 Good-Faith Discussion.** All disputes shall first be addressed through direct, good-faith negotiation within five (5) business days.

**3.2 Collaborative Model (Thomas-Kilmann).** If informal resolution fails, Founders convene a structured session applying the Integrative / Collaborative conflict management style — seeking mutually beneficial outcomes rather than positional bargaining.

**3.3 Deadlock.** On a 2-2 deadlock, the CEO holds one additional casting vote. Fundamental matters (pivot, dissolution, major equity event) require a 3-of-4 supermajority.

**3.4 External Mediation.** Disputes unresolved within 30 days are referred to a mutually agreed independent mediator at equal shared cost.

## CLAUSE 4 — FOUNDER DEPARTURE & SHARE HANDLING

**4.1 Voluntary Departure.** Departing Founders forfeit all unvested shares. Vested shares are retained subject to a Right of First Refusal (ROFR) by remaining Founders.

**4.2 Termination for Cause.** Removal for cause (fraud, gross negligence, fiduciary breach) requires unanimous vote of remaining Founders and results in full forfeiture of all shares — vested and unvested — redistributed pro-rata.

**4.3 Disability or Death.** Vested shares transfer to the Founder's estate. Unvested shares are cancelled and redistributed to remaining Founders.

**4.4 New Share Issuances.** Any new shares dilute all Founders proportionally unless otherwise agreed. Issuances exceeding 10% of fully diluted equity require 3-of-4 approval.

**4.5 Investment.** The CEO may negotiate term sheets. Investment rounds converting >10% of fully diluted equity require a Founder supermajority vote.

**4.6 Post-Departure Obligations.** Confidentiality and non-solicitation obligations survive departure by 24 months.

## CLAUSE 5 — CONFIDENTIALITY & NON-COMPETE

Each Founder agrees not to disclose proprietary information, trade secrets, client data, or business strategies without prior written consent. For **18 months post-engagement**, no Founder shall engage in or assist a directly competing venture in the same market.

## SIGNATURES

By signing below, each Founder acknowledges they have read, understood, and agree to all terms of this Co-Founder Agreement.

| Name | Role | Signature | Date |
|---|---|---|---|
| Syed Muhammad Hanzala Bin Ahsan | CEO / Founder | *Hanzala* | April 11, 2026 |
| Umer | CTO / Co-Founder | *Umer* | April 11, 2026 |
| Zayn | COO / Co-Founder | *Zayn* | April 11, 2026 |
| Syed Ali Naqvi | CMO / Co-Founder | *Ali Naqvi* | April 11, 2026 |