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FOUNDERS' ASSESSMENT

A short team questionnaire

This is not a contract. It is an alignment tool. A structured way for co-founders to stress-test how you will actually work together and stay on the same page. Walk through the six parts below, answer honestly, and surface the hard conversations before they surface you.

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Done answering? Book a free 30-minute founder session with EMBARK.LAW. We will pressure-test your answers, flag the blind spots, and, if it is a fit, help you turn them into a more formal founders' agreement that scales with you all the way to incorporation.

How to use this questionnaire

- Complete the questionnaire individually — plan up to 1 hour.
- Compare and discuss answers as a team — plan up to 2 hours.
- Capture the agreed positions; they become the substance of your formal agreements (co-founder agreement, shareholders' agreement, vesting).

Team / project name: ____
Date of completion: ____
Co-founders (names): ____

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01 PERSONAL GOALS AND VISION

Why this matters — If one co-founder envisons a sale after three years and another wants to work on the company for twenty, the conflict is already there, you just haven't named it yet.

Q1. Why do you personally want to build this company (rather than take another career path)?

Q2. What is our shared vision, and when would we consider this company a success?

Q3. Are we building for a 7+ year journey or an early exit? What does that mean for how we want to grow (SME vs. Unicorn)?

- ☐ 7+ year journey — build for long-term impact
- ☐ Early exit (3–5 years)
- ☐ Flexible — to be revisited at each major milestone

02 ROLES, RESPONSIBILITIES & DECISION-MAKING

Why this matters — In even-numbered teams, unresolved decision mechanisms create deadlock. Agree upfront how you break stalemates, before you actually need to.

Q4. Who holds which role (CEO, CTO, Business Development, …)?

Q5. How are key decisions made?

- ☐ Unanimous
- ☐ Simple majority
- ☐ Qualified majority (2/3)
- ☐ CEO tie-break / veto rights (specify):

Q6. What does our conflict-resolution process look like when we hit a stalemate?

Q7. How do we handle a co-founder leaving or joining at a later stage (non-compete, non-solicitation, buy-back of shares etc.)?

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03 PERSONAL SITUATION

Why this matters — Resentment builds when effort is unequal but unspoken. Name the imbalance early and agree whether it is acceptable and how it shows up in roles or equity.

Q8. How do you finance your life right now, and for how long can your personal budget support the startup without salary?

Q9. Do you have side jobs, studies or other material obligations? How many hours per week can you realistically commit?

Q10. How do we handle first costs (travel, prototypes, software) before outside funding?

- ☐ Pro rata cash contributions by each co-founder
- ☐ Lead co-founder pre-funds; reimbursed upon first financing
- ☐ Set a joint monthly budget / cost cap:

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04 TRUST & RELATIONSHIPS

Why this matters — Hard questions are coming. If you cannot speak openly about them today, they don't disappear and they compound until they explode.

Q11. Have we spent enough time together (i.e. personally and even more important, in work context)? If not, what concrete steps will we take (working sessions, shared workation trip, coaching sessions)?

Q12. Can we communicate openly, honestly and constructively, especially when we disagree on strategic topics or priorities?

- ☐ Yes, proven in past conflict situations
- ☐ Mostly, but we want a structured feedback cadence
- ☐ Not yet, we will invest in trust-building first

Q13. What is our explicit feedback agreement (how, when, how often)?

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05 EQUITY, VESTING & INVESTMENT

Why this matters — Investors expect teams to have thought about vesting and buy-back at incorporation. This protects the company (and therefore investors) and the remaining founders. Your agreement provides the substance for the formal documents.

Q14. How is equity split at the beginning, and why?

Q15. How do we reflect brought-in IP or outsized contributions in equity?

Q16. Do we want reverse vesting so co-founders earn their shares over time?

- ☐ Yes — 4 years / 1-year cliff (market standard)
- ☐ Yes — 3 years / 1-year cliff
- ☐ Yes — 4 years / no cliff
- ☐ No vesting

Q17. What happens if someone leaves voluntarily or is asked to leave? (Good leaver / bad leaver, buy-back price)

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06 COMMITMENT

Why this matters — A startup eventually needs people who are all in. Define the point of no return so nobody is surprised when things get difficult.

Q18. Do any of us currently hold job offers, PhD positions or other backup plans?

Q19. By when does each of us need to decide between a backup option and the startup?

Q20. What does each co-founder's commitment timeline look like for the next 6 to 12 or 24 months?

Q21. What are we committing to: a specific problem that needs to be resolved, a technology, this exact team, a minimum time frame, all of it?

07 NEXT STEPS & SIGNATURES

Why this matters — No framework replaces the conversation. Capture the agreed positions here, set a review date, and move forward with clarity.

Q22. Agreed next steps (who does what by when)?

Q23. Review date for this assessment

Date: ________________________________

Signatures

Name: ___________________________ Place, date: ______________________ Signature: ________________________	Name: ___________________________ Place, date: ______________________ Signature: ________________________
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