

**PRE-INCORPORATION EARLY BACKER UNDERTAKING  
for the PromptAnim Venture (promptanim.com)**

Date: 14 August 2026 (the "Effective Date")

**1. PARTIES**

**The Founders** (jointly and severally, the "Founders"):

(a)**Dipendra Bhatta**, Nepali citizen, Citizenship No. 67-01-76-06205,  
residing at Godawari-01, Kailali, Nepal.  
Email: dipenbhat557@gmail.com.  
Phone: +977 9763318694.

(b)**Yaman Sarabariya**, Nepali citizen, Citizenship No. 04-06-78-00300,  
residing at Gauriganj-03, Jhapa, Nepal.  
Email: yaman.sarabariya@gmail.com.  
Phone: +977 9806085429.

**The Early Backers** (each an "Early Backer"; together, the "Early Backers"):

(c)**Nirdesh Dwa**, Nepali citizen, Citizenship No. 461001/648, residing at  
Bhaisipati, Lalitpur, Nepal.  
Email: dwa.nirdesh@gmail.com.  
Phone: +977 9801856402.

(d)**Chirag Goyal**, Nepali citizen, Citizenship No. 271060/36976/23269,  
residing at Kathmandu, Nepal.  
Email: chirag@goyalgroup.co.  
Phone: +977 9801002000.

**Witness:**

**Bibek Shah**, Nepali citizen, Citizenship No. 06-01-79-02431, residing at  
Gadhi-04, Sunsari, Nepal.  
Phone: +977 9827314543.

Each of the Founders and each Early Backer is a "Party"; together, the  
"Parties".

**2. BACKGROUND AND NATURE OF THIS UNDERTAKING**

**2.1.** The Founders are building PromptAnim (promptanim.com), an AI-powered educational video generation platform (the "Venture"). No legal entity has yet been incorporated. The Founders intend to incorporate a private limited company in Nepal or another suitable jurisdiction (the "Company") within a reasonable time.

**2.2.** Each Early Backer has agreed to support the Venture from its pre-incorporation stage through strategic guidance, professional credibility, and access to institutional and commercial networks. In recognition of that early support and continuing engagement, the Founders have agreed to commit equity to each Early Backer on the terms set out below.

**2.3.** This Undertaking is a personal, joint and several commitment by the Founders, given because the Company does not yet exist. Upon incorporation, the Founders shall procure that the Company executes formal Company-level agreements reflecting these terms; those Company-level agreements, once executed, supersede this Undertaking.

### **3. EARLY BACKER ROLE**

**3.1.** Each Early Backer shall provide the Venture with:

- (a) strategic guidance drawn from the Early Backer's professional experience;
- (b) warm introductions to educational institutions, corporates, investors, and other relevant institutions or individuals in Nepal and abroad; and
- (c) reasonable availability for advisory calls and meetings.

**3.2.** Each Early Backer is engaged on a non-executive, non-employee basis, is free to hold other roles concurrently, and does not commit fixed hours.

**3.3.** No Early Backer shall represent the Venture in commercial, financial, or legal matters without prior written authorization from the Founders. The Founders may reference each Early Backer's name, professional background, and photograph in pitch and marketing materials for the Venture.

### **4. EQUITY COMMITMENT (5% EACH, NO VESTING)**

**4.1.** Upon incorporation of the Company, the Founders shall procure the allotment to each Early Backer of ordinary equity shares equal to five percent (5%) of the Company's total issued share capital, calculated on a fully-diluted basis as at incorporation but before any subsequent financing round (each such allotment, the "Backer Shares"). The two allotments together shall total ten percent (10%) of the Company's fully-diluted share capital as at incorporation, allocated as follows:

- **Nirdesh Dwa: 5%**
- **Chirag Goyal: 5%**

**4.2.** The Backer Shares shall be issued as fully vested and fully paid ordinary equity shares. They are NOT subject to any vesting schedule, cliff, forfeiture, or clawback. This is the expressly agreed commercial term between the Parties.

**4.3.** The Backer Shares shall dilute pro rata alongside other equity holders in any future priced financing, employee stock option pool expansion, or SAFE or convertible instrument conversion.

**4.4.** The Founders shall complete formal issuance of the Backer Shares - board resolution, statutory filings with the Office of the Company Registrar, and delivery of a share certificate to each Early Backer - within sixty (60) days of incorporation.

## **5. CONFIDENTIALITY**

**5.1.** Each Early Backer shall keep confidential all non-public information relating to the Venture disclosed in the course of the Early Backer's relationship with the Venture, including product details, business plans, financials, cap table, investor communications, and the terms of this Undertaking. This obligation survives termination for three (3) years.

**5.2.** Standard exceptions apply: information already known to the Early Backer without confidentiality obligations, information that becomes publicly known through no fault of the Early Backer, information rightfully received from a third party without a duty of confidence, or information required to be disclosed by law or court order.

## **6. TERMINATION**

**6.1.** Either the Founders (acting jointly) or an Early Backer may terminate that Early Backer's advisory relationship on thirty (30) days' written notice. Termination of one Early Backer's advisory relationship does not affect the other Early Backer's rights or obligations under this Undertaking.

**6.2.** Termination shall NOT affect the Founders' equity commitment in Clause 4 (which remains binding upon incorporation) or the surviving confidentiality obligation in Clause 5.

## **7. GOVERNING LAW AND DISPUTE RESOLUTION**

**7.1.** This Undertaking is governed by and construed in accordance with the laws of Nepal.

**7.2.** Any dispute arising out of or in connection with this Undertaking shall first be addressed by good-faith negotiation between the affected Parties. If unresolved within thirty (30) days, the dispute shall be finally settled by binding arbitration in Kathmandu, Nepal, conducted in the English language under the rules of the Government of Nepal. The courts of Kathmandu, Nepal have exclusive jurisdiction to enforce any arbitral award or to grant interim or injunctive relief.

## 8. GENERAL

**8.1. Entire Agreement.** This Undertaking is the entire agreement between the Parties on its subject matter and supersedes all prior communications, oral or written.

**8.2. Amendments.** Amendments must be in writing and signed by all Parties.

**8.3. Severability.** If any provision is found invalid or unenforceable, the remaining provisions continue in full force.

**8.4. Counterparts.** This Undertaking may be executed in counterparts, including by electronic signature, each of which is deemed an original.

**8.5. Notices.** Notices shall be sent to the email addresses in Clause 1, or as subsequently updated in writing.

**IN WITNESS WHEREOF**, the Parties have executed this Pre-Incorporation Early Backer Undertaking as of the Effective Date.

### THE FOUNDERS

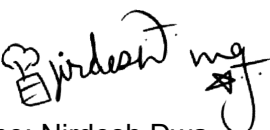
By: 

Name: Dipendra Bhatta  
Date: 14 August 2026

By: 

Name: Yaman Sarabariya  
Date: 14 August 2026

### THE EARLY BACKERS

By: 

Name: Nirdesh Dwa  
Date: 14 August 2026



By:  
Name: Chirag Goyal  
Date: 14 August 2026

**WITNESS**

By: 

Name: Bibek Shah

Address: Gadhi-04, Sunsari, Nepal

Citizenship No.: 06-01-79-02431

Phone Number: +977 9827314543