UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **August 4, 2022**

FOUNDER SPAC
(Exact name of registrant as specified in its charter)

Cayman Islands	**001-40910**	**N/A**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

11752 Lake Potomac Drive
Potomac MD, 20854
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code**: (240) 418-2649**

Not Applicable
(Former name or former address, if changed since last report)
Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one Class A ordinary share and one-half of one redeemable warrant	FOUNU	The Nasdaq Stock Market LLC
Class A ordinary shares, par value $0.0001 per share	FOUN	The Nasdaq Stock Market LLC
Redeemable warrants, each warrant exercisable for one Class A ordinary share, each at an exercise price of $11.50 per share	FOUNW	The Nasdaq Stock Market LLC

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Forward Purchase Agreement

On August 4, 2022, Founder SPAC (the "FOUN") and ACM ARRT F LLC, a Delaware limited liability company ("Seller"), entered into an agreement (the "Forward Purchase Agreement") for an OTC Equity Prepaid Forward Transaction (the "Forward Purchase Transaction"). Pursuant to the terms of the Forward Purchase Agreement, Seller intends, but is not obligated, to purchase (a) Class A ordinary shares, par value $0.0001 per share, of FOUN (the "Shares") after the date of the Forward Purchase Agreement from holders of Shares (other than FOUN or affiliates of FOUN) who have elected to redeem Shares (such purchased Shares, the "Recycled Shares") pursuant to the redemption rights set forth in FOUN's amended and restated memorandum and articles of association (the "Governing Documents") in connection with the Business Combination (such holders, "Redeeming Holders") and (b) Shares in an issuance from FOUN at a price per Share equal to the Per-Share Redemption Price (as set forth in Section 1.1 of the Governing Documents) (such Shares, the "Additional Shares" and, together with the Recycled Shares, the "Subject Shares"). In addition, Seller has agreed to purchase 1,000,000 Shares from Redeeming Holders (the "Separate Shares"). The aggregate total Subject Shares will be 15,000,000 (the "Maximum Number of Shares"). Seller also may not beneficially own greater than 9.9% of the Shares on a post-combination pro forma basis. Seller has agreed to waive any redemption rights with respect to any Subject Shares and Separate Shares in connection with the Business Combination. Such waiver may reduce the number of Shares redeemed in connection with the Business Combination, which reduction could alter the perception of the potential strength of the Business Combination.

The Forward Purchase Agreement provides that not later than one local business day following the closing ("Closing") of the proposed business combination (the "Business Combination") with Rubicon Technologies, LLC ("Rubicon"), FOUN will pay to Seller, out of funds held in FOUN's trust account, (a) an amount (the "Prepayment Amount") equal to (x) the Per Share Redemption Price (the "Initial Price") multiplied by the number of Subject Shares on the date of such prepayment, less (y) 50% of the product of the Subject Shares on the date of such prepayment multiplied by $1.33 (the "Prepayment Shortfall") and (b) an amount equal to the product of the Separate Shares multiplied by the Per-Share Redemption Price.

From time to time following the Closing, Seller, in its discretion, may sell the Subject Shares in an aggregate amount with net proceeds (including commissions) equal to the Prepayment Shortfall (the "Shortfall Sales") without payment to FOUN of a Forward Price. FOUN shall be entitled to 50% of such net proceeds (including commissions) from the Shortfall Sales, which shall be paid in cash to FOUN following the sale of the Shortfall Sales. In connection with all Shortfall Sales, FOUN will be obligated to issue additional Shares to Seller equal to the number of Shares sold pursuant to such Shortfall Sale (the "Reissued Shares"). with such Reissued Shares to be registered under the Securities Act of 1933, as amended (the "Securities Act") pursuant to terms to be mutually agreed to between FOUN and Seller.

Seller may, in its discretion, sell Subject Shares, the effect of which is to terminate the Forward Purchase Agreement in respect of such Subject Shares sold (the "Terminated Shares"). FOUN shall be entitled to proceeds from such sales of Terminated Shares (other than any Subject Shares sold in Shortfall Shares) equal to the product of (x) the number of Terminated Shares multiplied by (y) the Forward Price. Following the Closing, the "Forward Price" will initially be the Per-Share Redemption Price, but will be adjusted on a monthly basis to the lower of (a) the then-current Forward Price, (b) the Per-Share Redemption Price, and (c) the volume weighted average price ("VWAP") price of the last trading day of the prior month, but not lower than $6.00; provided, however, that if FOUN offers and sells Shares, or currently outstanding or future issued securities are exercised or converted, at a price lower than then then-current Forward Price (the "Offering Price"), but excluding certain issuances, then the Forward Price shall be adjusted to the Offering Price.

In the event that VWAP price per Share (a) within the first 90 days following Closing, is less than $3.00 per Share 20 trading days during any 30 trading day period or (b) from the 91st day following the Closing, is less than $5.00 per Share 20 trading days during any 30 trading day period, then Seller may accelerate the maturity date, which otherwise will be the third anniversary of the closing of FOUN's Business Combination. Upon the occurrence of the Maturity Date, FOUN is obligated to pay to Seller an amount equal to the product of (a) (x) the Maximum Number of Shares, less (y) the number of Terminated Shares, plus (z) Shortfall Shares that constitute Terminated Shares, multiplied by (b) $2.00 (the "Maturity Consideration"). The Maturity Consideration shall be payable by FOUN as equity, issued in Shares, with a per Share issue price based on the average daily VWAP Price over 30 Scheduled Trading Days commencing on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradeable by Seller, or (ii) if not freely tradeable by Seller, the date on which the Shares used to pay the Maturity Consideration are registered under the Securities Act and delivered to Seller, which will be payable on a net basis with Shares the Seller continues to hold at the Maturity Date.

Seller's obligations to FOUN under the Forward Purchase Agreement are secured by perfected liens on (i) the proceeds of any sale or other disposition of the Subject Shares and (ii) the deposit account (the "Deposit Account") into which such proceeds are required to be deposited. The Deposit Account will be subject to a customary deposit account control agreement in favor of FOUN.

The Forward Purchase Agreement may be terminated if any of the following events occurs (a) failure to consummate the Business Combination within two weeks of the date of the Forward Purchase Agreement, (b) termination of the Business Combination, (c) occurrence of a material adverse change (as detailed in the Forward Purchase Agreement and (d) receipt by FOUN of less than $100 million in proceeds pursuant to the Subscription Agreements, dated as of December 15, 2021, entered into by FOUN and certain investors. Upon such a termination event, a breakup fee is payable equal to (w) $5,000 in structuring fees, (x) $500,000, (y) up to $75,000 in legal fees, and (z) costs and expenses incurred in connection with the acquisition of Subject Shares in an amount not to exceed $0.10 per Share.

The description of the Forward Purchase Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions thereof, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 3.02. Unregistered Sale of Equity Securities

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K with respect to the Forward Purchase Agreement is incorporated by reference herein. The securities of FOUN that may be issued in connection with the Forward Purchase Agreement will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 7.01. Regulation FD Disclosure.

On August 5, 2022, the Company issued a press release announcing its entry into the Forward Purchase Agreement, a copy of which is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Forward Purchase Agreement, dated August 4, 2022, by and between ACM ARRT F LLC and Founder SPAC.
99.1	Press Release, dated August 5, 2022.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

FOUNDER SPAC

By: /s/ Osman Ahmed
Name: Osman Ahmed
Title: Chief Executive Officer

Date: August 5, 2022

Exhibit 10.1

Date: August 4, 2022

To: Founder SPAC, a Cayman Islands exempted company ("**Counterparty**"), and Rubicon Technologies, LLC, a Delaware limited liability company (the "**Target**").

Address: 11752 Lake Potomac Drive
Potomac, Maryland 20854

From: ACM ARRT F LLC, a Delaware limited liability company ("**Seller**")

Re: OTC Equity Prepaid Forward Transaction

The purpose of this agreement (this "**Confirmation**") is to confirm the terms and conditions of the transaction (the "**Transaction**") entered into between Seller, Counterparty and the Target on the Trade Date specified below. Certain terms of the Transaction shall be as set forth in this Confirmation, with additional terms as set forth in a Pricing Date Notice (the "**Pricing Date Notice**") in the form of Schedule A hereto. This Confirmation, together with the Pricing Date Notice, constitutes a "Confirmation" and the Transaction constitutes a separate "Transaction" as referred to in the ISDA Form (as defined below).

This Confirmation, together with the Pricing Date Notice, evidences a complete binding agreement between Seller, Target and Counterparty as to the subject matter and terms of the Transaction to which this Confirmation relates and shall supersede all prior or contemporaneous written or oral communications with respect thereto.

The 2006 ISDA Definitions (the "**Swap Definitions**") and the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**", and with the Swap Definitions, the "**Definitions**"), each as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. If there is any inconsistency between the Definitions and this Confirmation, this Confirmation governs. If, in relation to the Transaction to which this Confirmation relates, there is any inconsistency between the ISDA Form, this Confirmation (including the Pricing Date Notice), the Swap Definitions and the Equity Definitions, the following will prevail for purposes of such Transaction in the order of precedence indicated: (i) this Confirmation (including the Pricing Date Notice); (ii) the Equity Definitions; (iii) the Swap Definitions, and (iv) the ISDA Form.

This Confirmation, together with the Pricing Date Notice, shall supplement, form a part of, and be subject to an agreement in the form of the 2002 ISDA Master Agreement (the "**ISDA Form**") as if Seller, Target and Counterparty had executed an agreement in such form (but without any Schedule except as set forth herein under "**Schedule Provisions**") on the Trade Date of the Transaction.

The terms of the particular Transaction to which this Confirmation relates are as follows:

General Terms

Type of Transaction:	Share Forward Transaction
Trade Date:	August 4, 2022
Pricing Date:	As specified in the Pricing Date Notice.
Effective Date:	One (1) Settlement Cycle following the Pricing Date.
Valuation Date:	The earlier to occur of (a) the third anniversary of the closing of the transactions between Counterparty and Target pursuant to the Agreement and Plan of Merger, dated as of December 15, 2021 (the "**Merger Agreement**"), by and among Counterparty, the Target and certain other parties thereto, as reported on the Form 8-K filed by the Counterparty on December 17, 2021 (the "**Form 8-K**") (the "**Business Combination**") and (b) the date specified by Seller in a written notice to be delivered at Seller's discretion (not earlier than the day such notice is effective) after the occurrence of a VWAP Trigger Event (the "**Maturity Date**").
VWAP Trigger Event:	An event that occurs if (i) during the first 90 days following the closing of the Business Combination, the VWAP Price during any 30 consecutive Scheduled Trading Day-period, the VWAP Price for 20 Scheduled Trading Days during such period shall be less than $3.00 per Share and (ii) from the 91st day following the closing of the Business Combination, the VWAP Price during any 30 consecutive Scheduled Trading Day-period, the VWAP Price for 20 Scheduled Trading Days during such period shall be less than $5.00 per Share.
VWAP Price:	For any Scheduled Trading Day, the Rule 10b-18 volume weighted average price per Share for such day as reported on Bloomberg Screen "FOUN <Equity> AQR SEC" (or any successor thereto).
Pricing Date Notice:	Seller shall deliver to Counterparty a Pricing Date Notice no later than one (1) Exchange Business Day following the closing of the Business Combination. The Pricing Date Notice shall include the Number of Shares purchased by Seller, whether or not such purchases have been settled, with further notice to be provided by Seller to Counterparty upon settlement of such purchases.
Seller:	Seller.
Buyer:	Counterparty, which term shall also refer to the post-Business Combination company.
Shares:	Prior to the closing of the Business Combination, the Class A ordinary shares, par value $0.0001 per share, of Founder SPAC, a Cayman Island exempted company (Ticker: "**FOUN**") and, after the closing of the Business Combination, the shares of Class A Common Stock, $0.0001 par value per share, of Rubicon Technologies, Inc. (the "**Issuer**").
Number of Shares:	The sum of (a) the number of Recycled Shares and (b) the number of Additional Shares, as specified in the Pricing Date Notice, but in no event more than the Maximum Number of Shares. The Number of Shares is subject to reduction as described under "Optional Early Termination."
Maximum Number of Shares:	15,000,000 Shares.

Initial Price:	The Per-Share Redemption Price (the "**Redemption Price**") as defined in Section 1.1 of the Amended & Restated Articles of Association of Founder SPAC dated as of October 14, 2021, as amended from time to time (the "**Articles of Association**").

Forward Price:	Initially, the Initial Price. The Forward Price shall be adjusted on the first Scheduled Trading Day of each month commencing on the first calendar month following the closing of the Business Combination to be the lowest of (a) the then-current Forward Price, (b) the Initial Price and (c) the VWAP Price of the last Scheduled Trading Days of the prior calendar month, but not lower than $6.00; provided, however, that if the Counterparty offers and sells Shares following the closing of the Business Combination in a follow-on offering, or series of related offerings (including, but not limited to, any equity line of credit or similar facility determined based on the per share price of any draw by Counterparty on such facility (with notice of any such draw to be provided to Seller within one (1) Local Business Day of such draw), and excluding (x) securities issued or issuable as merger consideration in connection with the Merger Agreement, (y) securities issuable upon exchange of Class B Units of Rubicon Technologies Holdings, LLC or (z) issuances in respect of any warrants or other instruments outstanding immediately following the closing of the Business Combination, each as set forth in Schedule B hereto, with such exclusions applicable only to the extent the terms and related agreements are not amended with respect to such securities), at a price lower than, or upon any conversion or exchange price of currently outstanding or future issuances of any securities convertible or exchangeable for Shares (other than any (x) incentive equity or warrants outstanding immediately following the closing of the Business Combination, (y) securities issued or issuable in connection with the Merger Agreement, or (z) securities issuable upon exchange of Class B Units of Rubicon Technologies Holdings, LLC, each as set forth in Schedule B hereto with such exclusions applicable only to the extent the terms and related agreements are not amended with respect to such securities) being equal to a price lower than, the then-current Forward Price (the "**Offering Price**"), then the Forward Price shall be further reduced to equal the Offering Price.
Recycled Shares:	The number of Shares purchased by Seller from third parties (other than Counterparty); provided that Seller shall have irrevocably waived all redemption rights with respect to such Shares as provided below in the section captioned "Transactions by Seller in the Shares." Seller shall specify the number of Recycled Shares (the "**Number of Recycled Shares**") in the Pricing Date Notice.
Additional Shares:	Any Additional Shares will be purchased by Seller, in Seller's sole discretion, from the Counterparty at the Redemption Price, with such number of Shares to be specified in a Pricing Date Notice for the Additional Shares and up to an amount equal to the difference of (x) the Maximum Number of Shares minus (y) the Recycled Shares.
Prepayment:	Applicable. Prepayment of the Prepayment Amount shall be made directly from the Counterparty's Trust Account maintained by Continental holding the net proceeds of the sale of the units in Counterparty's initial public offering and the sale of private placement units (the "**Trust Account**") no later than the Prepayment Date. Counterparty shall provide notice to Counterparty's transfer agent of the entrance into this Confirmation no later than one (1) Local Business Day following the date hereof, with copy to Seller and Seller's outside legal counsel. Counterparty shall also provide to Seller and Seller's outside legal counsel a draft of the flow of funds from the Trust Account prior to the closing of the Business Combination itemizing the Prepayment Amount due to Seller.
Prepayment Amount:	An amount equal to (a)(i) the Number of Shares underlying the Transaction as set forth on the Pricing Date Notice, multiplied by (ii) the Redemption Price, less (b) 50% of the Prepayment Shortfall.
Prepayment Date:	The earlier of (a) one (1) Local Business Day after the closing of the Business Combination and (b) the date any assets from the Trust Account are disbursed following the Business Combination.

Variable Obligation:	Not applicable.
Prepayment Shortfall:	The Number of Shares multiplied by $1.33.
Prepayment Shortfall Consideration:	Seller in its sole discretion may sell Shares at any time and at any sales price (**Shortfall Sales**," and such Shares, "**Shortfall Sale Shares**"), without payment by Seller of any Early Termination Obligation until such time as the proceeds from the sales equal the Prepayment Shortfall. Upon the sale of such Shares, Counterparty agrees to issue to Seller a number of Shares equal to the Shortfall Sale Shares for no additional consideration ("**Reissued Shares**"), with such Reissued Shares to be registered under the Securities Act of 1933, as amended (the "**Securities Act**") pursuant to terms to be mutually agreed to between Counterparty and Seller (which shall include customary demand and piggyback rights), and such Reissued Shares to be included in the Number of Shares in the Transaction.
Share Consideration:	In addition to the Prepayment Amount, Counterparty shall pay directly from the Trust Account on the Prepayment Date, an amount equal to the product of 1,000,000 multiplied by the Redemption Price, for the purpose of repayment of Seller having purchased prior to the closing of the Business Combination Shares from third parties in connection with the Share Consideration, which Shares shall not be included in the Number of Shares in this Transaction, and shall be free and clear of all obligations of Seller in connection with this Confirmation.
Redemptions:	Counterparty shall promptly accept any redemption reversal requests for all Shares to be purchased by Seller.
Exchange(s):	Nasdaq Capital Market prior to the closing of the Business Combination and the New York Stock Exchange following the closing of the Business Combination.
Related Exchange(s):	All Exchanges.

Structuring Fees:	On the Prepayment Date and each Payment Date, Counterparty shall pay to Midtown Madison Management LLC, a designated affiliate of Seller, a structuring fee (the "**Structuring Fee**") in the amount of $5,000 on the last day of each calendar quarter or, if such date is not a Local Business Day, the next following Local Business Day, payable in advance.
Break-Up Fees:	A Break-Up Fee equal to (i) all (a) Structuring Fees and (b) all fees set forth under "Reimbursement of Legal Fees and Other Expenses", plus (ii) $500,000, shall be payable to Seller upon any Additional Termination Event following the consummation of the Transaction, except that Seller hereby irrevocably waives any and all right, title and interest, or claim of any kind they have or may have in the future, in or to any monies held in Counterparty's Trust Account, as described more fully in its final prospectus for its initial public offering filed with the Securities and Exchange Commission, and agrees not to seek recourse against the Trust Account, in each case, as a result of, or arising out of, this Transaction; provided that nothing herein shall (w) serve to limit or prohibit Seller's right to pursue a claim against the Counterparty for legal relief against assets held outside the Trust Account (other than distributions to the Counterparty's shareholders in redemption of their shares in Counterparty), for specific performance or other equitable relief permitted hereunder, (x) serve to limit or prohibit any claims that the Seller may have in the future against the Counterparty's assets or funds that are not held in the Trust Account (including any funds that have been released from the Trust Account (other than distributions to the Counterparty's shareholders in redemption of their shares in Counterparty) and any assets that have been purchased or acquired with any such funds), (y) be deemed to limit any Seller's right, title, interest or claim to the Trust Account by virtue of such Seller's record or beneficial ownership of securities of the Counterparty acquired by any means other than pursuant to this Transaction, including but not limited to any redemption right with respect to any such securities of the Seller, (z) serve to limit or prohibit the ability of Seller to redeem any and all Shares in connection with the liquidation of the Counterparty, or in connection with any repurchase or redemption of Seller's Shares as a result of any applicable Termination Event, including without limitation, Additional Termination Events. The Counterparty and Target shall be jointly and severally liable for any Break-Up Fees payable hereunder.

Payment Dates:	With respect to Counterparty, the last day of each calendar quarter or, if such date is not a Local Business Day, the next following Local Business Day, until the Maturity Date.
Period End Date:	Each Payment Date during the term of the Transaction.
Calculation Period:	Notwithstanding anything to the contrary in Section 4.13 of the Swap Definitions, each period from, and including, one Period End Date to, but excluding, the next following applicable Period End Date during the term of the Transaction, except that (a) the initial Calculation Period will commence on, and include, the date of the closing of the Business Combination and (b) the final Calculation Period will end on, but exclude the Settlement Date.
Reimbursement of Legal Fees and Other Expenses:	On the Effective Date, Counterparty shall pay to Seller an amount equal to the attorney fees and other reasonable expenses related thereto incurred by Seller or its affiliates in connection with this Transaction in an amount not to exceed $75,000. In addition, on the Effective Date, Counterparty shall reimburse Seller for its reasonable costs and expenses incurred in connection with the acquisition of Subject Shares in an amount not to exceed $0.10 per Share.

Settlement Terms

Settlement Method Election:	Not Applicable.
Settlement Method:	Physical Settlement.
Settlement Currency:	USD.
Settlement Date:	Two (2) Exchange Business Days following the Valuation Date.
Excess Dividend Amount	Ex Amount.
Additional Payment on Settlement:	On the Settlement Date, Counterparty shall pay to Midtown Madison Management any accrued and unpaid Structuring Fees.

Optional Early Termination:	From time to time and on any Exchange Business Day following the date of the closing of the Business Combination (any such date, an "**OET Date**") and subject to the terms and conditions below, Seller may, in its absolute discretion, terminate the Transaction in whole or in part so long as Seller provides written notice to Counterparty (the "**OET Notice**"), or Shortfall Sale Notice, as the case may be, no later than the later of (a) the third Local Business Day following the OET Date or Shortfall Sale Date, as the case may be, and (b) the first Payment Date after the OET Date or Shortfall Sale Date, as the case may be, which shall specify the quantity by which the Number of Shares is to be reduced (such quantity, the "**Terminated Shares**"). Notwithstanding anything to the contrary contained herein, Seller shall terminate the Transaction in respect of any Shares sold on or prior to the Maturity Date, and Seller shall be obligated to deliver an OET Notice or Shortfall Sale Notice, as the case may be, in respect of any Shares sold prior to the Maturity Date. The effect of an OET Notice given shall be to reduce the Number of Shares by the number of Terminated Shares specified in such OET Notice with effect as of the related OET Date. As of each OET Date, Counterparty shall be entitled to an amount from Seller equal to the product of (x) the number of Terminated Shares and (y) the Forward Price in respect of such OET Date (an "**Early Termination Obligation**"); except that, no such amount shall be due to Counterparty upon any Shortfall Sale. The remainder of the Transaction, if any, shall continue in accordance with its terms; provided that if the OET Date is also the stated Valuation Date, the remainder of the Transaction shall be settled in accordance with the other provisions of "Settlement Terms." Seller shall pay to Counterparty any and all unsatisfied Early Termination Obligations, calculated as of the last day of each calendar month, on the first Local Business Day following such day.

Shortfall Sales:	From time to time and on any Exchange Business Day following the date of the closing of the Business Combination (any such date, a "**Shortfall Sale Date**") and subject to the terms and conditions below, Seller may, in its absolute discretion, at any sales price, sell Shares so long as Seller provides written notice to Counterparty (the "**Shortfall Sale Notice**") no later than the later of (a) the third Local Business Day following the Shortfall Sales Date and (b) the first Payment Date after the Shortfall Sales Date, which shall specify the quantity of the Shortfall Sale Shares. The Shortfall Sale Notice shall have the effect of reducing the Number of Shares by the number of Shortfall Sale Shares specified in such Shortfall Sale Notice with effect as of the related Shortfall Sale Date. Seller shall not have any Early Termination Obligation in connection with any Shortfall Sales. Upon such time as the net proceeds including commissions, from the Shortfall Sales equals the Prepayment Shortfall, Seller shall pay to Counterparty an amount in cash equal to 50% of the Prepayment Shortfall.
Maturity Consideration:	An amount equal to the product of (1)(a) the Maximum Number of Shares less (b) the number of Terminated Shares plus (c) Shortfall Shares that constitute Terminated Shares, multiplied by (2) $2.00 (the "**Maturity Consideration**"). At the Maturity Date, Seller shall be entitled to receive the Maturity Consideration in Shares based on the average daily VWAP Price over 30 Scheduled Trading Days commencing on (i) the Maturity Date to the extent the Shares used to pay the Maturity Consideration are freely tradeable by Seller, or (ii) if not freely tradeable by Seller, the date on which the Shares used to pay the Maturity Consideration are registered under the Securities Act and delivered to Seller. Counterparty shall pay the Maturity Consideration on a net basis such that Seller retains a Number of Shares due to Counterparty upon the Maturity Date equal to the number of Maturity Consideration Shares payable to Seller, only to the extent the Number of Shares due to Counterparty upon the Maturity Date are equal to or more than the number of Maturity Consideration Shares payable to Seller, with any Maturity Consideration remaining due to be paid to Seller in newly issued Shares. For the avoidance of doubt, in addition to the Maturity Consideration, at the Maturity Date, Seller will be entitled to retain a cash amount equal to the product of (y) the Number of Shares remaining in the Transaction multiplied by (z) the Redemption Price, and Seller will deliver to Buyer the Number of Shares that remain in the Transaction.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment.

Extraordinary Events:

Consequences of Merger Events involving Counterparty:

Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Cancellation and Payment.
Share-for-Combined:	Component Adjustment.
Tender Offer:	Applicable; *provided, however*, that Section 12.1(d) of the Equity Definitions is hereby amended by adding ", or of the outstanding Shares," before "of the Issuer" in the fourth line thereof. Sections 12.1(e) and 12.1(l)(ii) of the Equity Definitions are hereby amended by adding "or Shares, as applicable," after "voting Shares".

Consequences of Tender Offers:

Share-for-Share:	Calculation Agent Adjustment.
Share-for-Other:	Calculation Agent Adjustment.
Share-for-Combined:	Calculation Agent Adjustment.
Composition of Combined Consideration:	Not Applicable.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination); provided that in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the Nasdaq Global Select Market, Nasdaq Capital Market or the Nasdaq Global Market (or their respective successors) or such other exchange or quotation system which, in the determination of the Calculation Agent, has liquidity comparable to the aforementioned exchanges; if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.
Business Combination Exclusion:	Notwithstanding the foregoing or any other provision herein, the parties agree that the Business Combination shall not constitute a Merger Event, Tender Offer, Delisting or any other Extraordinary Event hereunder.

Additional Disruption Events:

(a) Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by adding the words "(including, for the avoidance of doubt and without limitation, adoption or promulgation of new regulations authorized or mandated by existing statute)" after the word "regulation" in the second line thereof.
(a) Failure to Deliver:	Not Applicable.
(b) Insolvency Filing:	Applicable.

(c) Hedging Disruption:	Not Applicable.
(d) Increased Cost of Hedging:	Not Applicable.
(e) Loss of Stock Borrow:	Not Applicable.
(f) Increased Cost of Stock Borrow:	Not Applicable.
Determining Party:	For all applicable events, Seller, unless (i) an Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to Seller, or (ii) if Seller fails to perform its obligations as Determining Party, in which case a Third Party Dealer (as defined below) in the relevant market selected by Counterparty will be the Determining Party.

Additional Provisions:

Calculation Agent:	Seller, unless (i) an Event of Default, Potential Event of Default or Termination Event has occurred and is continuing with respect to Seller, or (ii) if Seller fails to perform its obligations as Calculation Agent, in which case an unaffiliated leading dealer in the relevant market selected by Counterparty in its sole discretion will be the Calculation Agent. In the event that a party (the "**Disputing Party**") does not agree with any determination made (or the failure to make any determination) by the Calculation Agent, the Disputing Party shall have the right to require that the Calculation Agent have such determination reviewed by a disinterested third party that is a dealer in derivatives of the type that is the subject of the dispute and that is not an Affiliate of either party (a "**Third Party Dealer**"). Such Third Party Dealer shall be jointly selected by the parties within one (1) Business Day after the Disputing Party's exercise of its rights hereunder (once selected, such Third Party Dealer shall be the "**Substitute Calculation Agent**"). If the parties are unable to agree on a Substitute Calculation Agent within the prescribed time, each of the parties shall elect a Third Party Dealer and such two dealers shall agree on a Third Party Dealer by the end of the subsequent Business Day. Such Third Party Dealer shall be deemed to be the Substitute Calculation Agent. Any exercise by the Disputing Party of its rights hereunder must be in writing and shall be delivered to the Calculation Agent not later than the third Business Day following the Business Day on which the Calculation Agent notifies the Disputing Party of any determination made (or of the failure to make any determination). Any determination by the Substitute Calculation Agent shall be binding in the absence of manifest error and shall be made as soon as possible but no later than the second Business Day following the Substitute Calculation Agent's appointment. The costs of such Substitute Calculation Agent shall be borne by (a) the Disputing Party if the Substitute Calculation Agent substantially agrees with the Calculation Agent or (b) the non-Disputing Party if the Substitute Calculation Agent does not substantially agree with the Calculation Agent. If, after following the procedures and within the specified time frames set forth above, a binding determination is not achieved, the original determination of the Calculation Agent shall apply.

Non-Reliance:	Applicable.
Agreements and Acknowledgements Regarding Hedging Activities:	Applicable.
Additional Acknowledgements:	Applicable.

Collateral Provisions:

Grant of Security Interest:	Seller hereby grants a security interest in the Collateral to Counterparty to secure the payment or performance of all of Seller's present and future obligations to Counterparty with respect to this Transaction.
Collateral:	All of the following personal property of Seller, wherever located, and now owned, held or existing, or hereafter acquired or arising: (i) all cash proceeds of the sale, transfer or other disposition (other than in connection with any Permitted PB Activities (as defined in the Limited Liability Agreement of Seller), any proceeds from Shortfall Sales, and cash flow posted to the Seller as credit enhancements under those Permitted PB Activities) of Recycled Shares or the Additional Shares (together, the "**Subject Shares**") standing to the credit of the Securities Account; (ii) the deposit account of Seller at First Republic Bank in which such cash proceeds will be deposited; and (iii) to the extent not listed above as original collateral, proceeds and products of the foregoing.
Securities Account:	The securities account opened or to be opened in the name of Seller and maintained at the Securities Intermediary, and any renumbering of that account and any permitted account in replacement thereof. Seller will immediately upon establishment of the Securities Account furnish to Counterparty information identifying the Securities Account. Seller will instruct the Securities Intermediary to deposit all cash proceeds of any sale or other disposition (other than in connection with any Permitted PB Activities, and for the avoidance of doubt, any proceeds from Shortfall Sales) of the Subject Shares into a deposit account in the name of Seller at First Republic Bank.
Securities Intermediary:	Cantor Fitzgerald or U.S. Bank, each a nationally recognized "securities intermediary" (as defined in Article 8 of the UCC) that will maintain the Securities Account.
Perfection:	Seller authorizes Counterparty to file one or more financing statements, in the standard form for a UCC-1 filing or other appropriate form, describing the Collateral to perfect the security interest created hereby and otherwise make it effective against third parties. Seller hereby authorizes Counterparty at any time and from time to time to amend any financing statements naming Seller as "debtor" to include the Collateral. In addition, Seller, Counterparty and First Republic Bank shall enter into a customary deposit account control agreement in form and substance acceptable to such Bank. Counterparty agrees that it will not send to First Republic Bank a notice of exclusive control (or similar communication), and that it will not otherwise exercise any of its rights under such deposit account control agreement unless an Event of Default has occurred and is continuing and Counterparty is exercising its rights as a secured creditor in the Collateral.

Schedule Provisions:

Specified Entity:	In relation to both Seller and Counterparty for the purpose of: Section 5(a)(v), Not Applicable Section 5(a)(vi), Not Applicable Section 5(a)(vii), Not Applicable Section 5(b)(v), Not Applicable
Cross-Default	The "Cross-Default" provisions of Section 5(a)(vi) of the ISDA Form will not apply to either party.
Credit Event Upon Merger	The "Credit Event Upon Merger" provisions of Section 5(b)(v) of the ISDA Form will not apply to either party.
Automatic Early Termination:	The "Automatic Early Termination" of Section 6(a) of the ISDA Form will not apply to either party.
Termination Currency:	United States Dollars.
Additional Termination Event:	Will apply to Seller and to Counterparty. The occurrence of any of the following events shall constitute an Additional Termination Event: (a) The Business Combination fails to close on or before the earlier of (i) the Agreement End Date (as defined in the Merger Agreement) (as such Agreement End Date may be amended or extended from time to time) and (ii) two (2) weeks following the date hereof; and (b) The Merger Agreement is terminated prior to the closing of the Business Combination; and (c) Upon the occurrence of any Material Adverse Change of the Counterparty; and (d) Where Counterparty receives by the date of closing of the Business Combination an amount less than $100 million of the proceeds pursuant to the Subscription Agreements, dated as of December 15, 2021, entered into by the Counterparty and certain investors (the "**PIPE Investors**"), pursuant to which Counterparty shall issue and sell to the PIPE Investors an aggregate of 11,100,00 shares of Class A common stock, for a total of $111,000,000. Notwithstanding anything contrary contained herein, if this Transaction terminates due to the occurrence of any of the foregoing Additional Termination Events, then Counterparty shall purchase the Number of Shares from Seller at the Redemption Price, with such Shares being treated as, and deemed to be, redeemed by Counterparty in all material respects including with respect to payment to Seller from the Trust Account, and shall pay to Seller all Break-Up Fees, which amounts shall be due and payable immediately following the occurrence of the Additional Termination Event. Subject to the immediately following sentence, no further payments or deliveries shall be due by either Seller to Counterparty or Counterparty to Seller in respect of the Transaction, including without limitation in respect of any settlement amount, breakage costs or any amounts representing the future value of the Transaction, and neither party shall have any further obligation under the Transaction and, for the avoidance of doubt and without limitation, no payments will have accrued or be due under Sections 2, 6 or 11 of the ISDA Form. Notwithstanding the foregoing, Counterparty's obligations set forth under the captions, "Reimbursement of Legal Fees and Other Expenses," and "Other Provisions — (d) Indemnification" shall survive any termination due to the occurrence of either of the foregoing Additional Termination Events.

Material Adverse Change:	Means any change, event, or occurrence, that, individually or when aggregated with other changes, events, or occurrences has had a materially adverse effect on the business, assets, financial condition or results of operations of the Counterparty and its subsidiaries, taken as a whole; provided, however, that no change, event, occurrence or effect arising out of or related to any of the following, alone or in combination, shall be taken into account in determining whether a Material Adverse Change pursuant has occurred: (i) acts of war (whether or not declared), sabotage, military or para-military actions or terrorism, or any escalation or worsening of any such acts, or changes in global, national or regional political or social conditions; (ii) earthquakes, hurricanes, tornados, epidemics and pandemics declared by the World Health Organization or any other reputable third party organization (including the COVID-19 virus) or other natural or man-made disasters; (iii) changes attributable to the public announcement or pendency of the transactions contemplated herein (including the impact thereof on relationships with customers, suppliers, employees or governmental authorities); (iv) changes or proposed changes in law, regulations or interpretations thereof or decisions by courts or any governmental authority; (v) changes or proposed changes in GAAP (or any interpretation thereof); (vi) any downturn in general economic conditions, including changes in the credit, debt, securities, financial, capital or reinsurance markets (including changes in interest or exchange rates or the price of any security, market index or commodity), in each case, in the United States or anywhere else in the world; (vii) events or conditions generally affecting the industries and markets in which the Counterparty operates; (viii) any failure to meet any projections, forecasts, estimates, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position, provided that this clause (viii) shall not prevent a determination that any change, event, or occurrence underlying such failure (unless otherwise excluded by the other clauses of this proviso) has resulted in a Material Adverse Change; or (ix) any actions expressly required to be taken, or expressly required not to be taken, pursuant to the terms hereof; provided, however, that if a change or effect related to clause (ii) or clauses (iv) through (vii) disproportionately adversely affects the Counterparty and its subsidiaries, taken as a whole, compared to other Persons operating in the same industry as the Counterparty, then such disproportionate impact may be taken into account in determining whether a Material Adverse Change has occurred.
Governing Law:	New York law (without reference to choice of law doctrine).
Credit Support Document:	With respect to Seller, the deposit account control agreement referred to under "Perfection" above shall be a Credit Support Document in respect of the Seller. With respect to Counterparty, None.
Credit Support Provider:	With respect to Seller and Counterparty, None.

Local Business Days:	Seller specifies the following places for the purposes of the definition of Local Business Day as it applies to it: New York. Counterparty specifies the following places for the purposes of the definition of Local Business Day as it applies to it: New York.

Representations, Warranties and Covenants

1. Each of Counterparty and Seller represents and warrants to, and covenants and agrees with, the other as of the date on which it enters into the Transaction that (in the absence of any written agreement between the parties that expressly imposes affirmative obligations to the contrary for the Transaction):

(a) *Non-Reliance*. It is acting for its own account, and it has made its own independent decisions to enter into the Transaction and as to whether the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the Transaction, it being understood that information and explanations related to the terms and conditions of the Transaction will not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of the Transaction.

(b) *Assessment and Understanding*. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. It is also capable of assuming, and assumes, the risks of the Transaction.

(c) *Non-Public Information*. It is in compliance with Section 10(b) under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**").

(d) *Eligible Contract Participant*. It is an "eligible contract participant" under, and as defined in, the Commodity Exchange Act (7 U.S.C. § 1a(18)) and CFTC regulations (17 CFR § 1.3).

(e) *Tax Characterization*. It shall treat the Transaction as a derivative financial contract for U.S. federal income tax purposes, and it shall not take any action or tax return filing position contrary to this characterization.

(f) *Private Placement*. It (i) is an "accredited investor" as such term is defined in Regulation D as promulgated under the Securities Act, (ii) is entering into the Transaction for its own account without a view to the distribution or resale thereof and (iii) understands that the assignment, transfer or other disposition of the Transaction has not been and will not be registered under the Securities Act.

(g) *Investment Company Act.* It is not and, after giving effect to the Transaction, will not be required to register as an "investment company" under, and as such term is defined in, the Investment Company Act of 1940, as amended.

(h) *Authorization*. The Transaction has been entered into pursuant to authority granted by its board of directors or other governing authority. It has no internal policy, whether written or oral, that would prohibit it from entering into any aspect of the Transaction, including, but not limited to, the purchase of Shares to be made in connection therewith.

2. Counterparty represents and warrants to, and covenants and agrees with Seller as of the date on which it enters into the Transaction that:

(a) *Total Assets*. It has total assets of at least USD $320,000,000 as of the date hereof.

(b) *Non-Reliance*. Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Seller is not making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards.

(c) *Solvency*. Counterparty is, and shall be as of the date of any payment or delivery by Counterparty under the Transaction, solvent and able to pay its debts as they come due, with assets having a fair value greater than liabilities and with capital sufficient to carry on the businesses in which it engages. Counterparty: (i) has not engaged in and will not engage in any business or transaction after which the property remaining with it will be unreasonably small in relation to its business, (ii) has not incurred and does not intend to incur debts beyond its ability to pay as they mature, and (iii) as a result of entering into and performing its obligations under the Transaction, (a) it has not violated and will not violate any relevant state law provision applicable to the acquisition or redemption by an issuer of its own securities and (b) it would not be nor would it be rendered "insolvent" (as such term is defined under Section 101(32) of the Bankruptcy Code).

(d) *Public Reports*. As of the Trade Date, Counterparty is in material compliance with its reporting obligations under the Exchange Act, and all reports and other documents filed by Counterparty with the Securities and Exchange Commission pursuant to the Exchange Act, when considered as a whole (with the most recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents), do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) *No Distribution*. Counterparty is not entering into the Transaction to facilitate a distribution of the Shares (or any security that may be converted into or exercised or exchanged for Shares, or whose value under its terms may in whole or in significant part be determined by the value of the Shares) or in connection with any future issuance of securities.

(f) *SEC Documents*. The Counterparty shall comply with the Securities and Exchange Commission's Compliance and Disclosure Interpretation No. 166.01 for all relevant disclosure in connection with this Confirmation and the Transaction, and will not file with the Securities and Exchange Commission any Form 8-K, Registration Statement on Form S-4 (including any post-effective amendment thereof), proxy statement, or other document that includes any disclosure regarding this Confirmation or the Transaction without consulting with and reasonably considering any comments received from Seller, provided that, no consultation shall be required with respect to any subsequent disclosures that are substantially similar to prior disclosures by Counterparty that were reviewed by Seller.

3. Seller represents and warrants to, and covenants and agrees with Counterparty as of the date on which it enters into the Transaction and each other date specified that:

(a) *Regulatory Filings*. It, together with each other person in the Seller Group (as defined in "Other Provisions" below), is in compliance with all material regulatory filings relating to the Counterparty and the Transaction. Counterparty covenants that it will make all regulatory filings that it is required by law or regulation to make with respect to the Transaction including, without limitation, as may be required by Section 13 or Section 16 under the Exchange Act and, assuming the accuracy of Counterparty's Repurchase Notices (as described under "Repurchase Notices" below) any sales of Subject Shares will be in compliance therewith.

(b) *Compliance with SPV Provisions*. During the term of this Transaction it will comply with all provisions of Section 9(d) of the Limited Liability Company Agreement of Seller and shall not amend or permit the amendment of such provisions without the written consent of Counterparty. Failure to comply with the foregoing covenant shall constitute an Event of Default hereunder.

(c) *Shareholder Vote*. Seller agrees to not vote any Shares it holds as of the applicable record date in connection with the Business Combination at any meeting of the Counterparty's shareholders (or to provide a written consent for that purpose with respect to such Shares).

Transactions by Seller in the Shares

(a) Seller hereby waives the redemption rights ("**Redemption Rights**") set forth in Article 36 of the Articles of Association (excluding Article 36.5(b)(ii)) in connection with the Business Combination with respect to Shares it acquires from third parties and identifies on the Pricing Notice, other than the Counterparty or affiliates of the Counterparty (each, a "**Third Party Shareholder**") who have redeemed Shares or indicated an interest in redeeming Shares pursuant to the Redemption Rights during the period (the "**Hedging Period**") beginning on the date of execution of this Agreement and ending at the time reversals of redemptions in connection with the Business Combination are no longer permitted (the Shares so acquired, the "**Subject Shares**"), except as required to not exceed the Excess Ownership Position. Following such date, Seller shall notify Counterparty of the number of Subject Shares. For the avoidance of doubt, Seller may sell or otherwise transfer, loan or dispose of any of the Subject Shares or any other shares or securities of the Counterparty in one or more public or private transactions at any time; provided that if such Subject Shares are so transferred prior to the Closing of the Business Combination, such transferee also agrees to waive Redemption Rights with respect to such Subject Shares and provided, further, that upon the sale of any Subject Shares the Seller shall immediately be deemed to have delivered an OET Notice with respect to such Subject Shares specifying the settlement date of such sale as the OET Settlement Date. Any Subject Shares sold by Seller during the term of the Transaction will cease to be Subject Shares.

(b) Seller will give written notice to Counterparty of any sale of Subject Shares by Seller within one (1) Local Business Day following the date of such sale, such notice to include the date of the sale and the number of Subject Shares sold.

(c) Counterparty hereby waives the provisions of Article 36.5(b)(ii) of the Articles of Association with respect to the Subject Shares (or any other shares of the Counterparty held by Seller or any of its affiliates) provided that such Subject Shares shall not be permitted to be redeemed by Seller during the term of this Agreement to the extent set forth in Section (a) above. Notwithstanding anything to the contrary set forth herein, the waiver set forth in this paragraph (c) shall survive any termination or expiration of this Confirmation.

No Arrangements

Seller and Counterparty each acknowledge and agree that: (i) there are no voting, hedging or settlement arrangements between Seller and Counterparty with respect to any Shares or the Issuer, other than those set forth herein; (ii) although Seller may hedge its risk under the Transaction in any way Seller determines, Seller has no obligation to hedge with the purchase or maintenance of any Shares or otherwise; (iii) Counterparty will not be entitled to any voting rights in respect of any of the Shares underlying the Transaction; and (iv) Counterparty will not seek to influence Seller with respect to the voting of any Hedge Positions of Seller consisting of Shares.

Wall Street Transparency and Accountability Act

In connection with Section 739 of the Wall Street Transparency and Accountability Act of 2010 ("**WSTAA**"), the parties hereby agree that neither the enactment of WSTAA or any regulation under WSTAA, nor any requirement under WSTAA or an amendment made by WSTAA, nor any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the date of this Confirmation, shall limit or otherwise impair either party's otherwise applicable rights to terminate, renegotiate, modify, amend or supplement this Confirmation or the ISDA Form, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Confirmation, the Equity Definitions incorporated herein, or the ISDA Form.

Address for Notices

Notice to Seller:
ACM ARRT F LLC
One Rockefeller Center
32nd Floor
New York, NY 10020

Notice to Counterparty:

Founder SPAC
11752 Lake Potomac Drive
Potomac, Maryland 20854

Following the Closing of the Business Combination:
Rubicon Technologies, Inc.
950 E. Paces Ferry Road
Suite 1900
Atlanta, GA 30326
Email: bill.meyer@rubicon.com
Attention: William Meyer, General Counsel

Notice to Target:

Rubicon Technologies, Inc.
950 E. Paces Ferry Road
Suite 1900
Atlanta, GA 30326
Email: bill.meyer@rubicon.com

Attention: William Meyer, General Counsel

Account Details

Account details for Seller: To be advised.

Account details for Counterparty: To be advised.

Other Provisions.

(a) *Rule 10b5-1*.

(i) Counterparty represents and warrants to Seller that Counterparty is not entering into the Transaction to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for the Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for the Shares) for the purpose of inducing the purchase or sale of such securities or otherwise in violation of the Exchange Act, and Counterparty represents and warrants to Seller that Counterparty has not entered into or altered, and agrees that Counterparty will not enter into or alter, any corresponding or hedging transaction or position with respect to the Shares. Counterparty acknowledges that it is the intent of the parties that the Transaction comply with the requirements of paragraphs (c)(1)(i)(A) and (B) of Rule 10b5-1 under the Exchange Act ("**Rule 10b5-1**") and the Transaction shall be interpreted to comply with the requirements of Rule 10b5-1(c).

(ii) Counterparty agrees that it will not seek to control or influence Seller's decision to make any "purchases or sales" (within the meaning of Rule 10b5-1(c)(1)(i)(B)(3)) under the Transaction, including, without limitation, Seller's decision to enter into any hedging transactions. Counterparty represents and warrants that it has consulted with its own advisors as to the legal aspects of its adoption and implementation of this Confirmation and the Transaction under Rule 10b5-1.

(iii) Counterparty acknowledges and agrees that any amendment, modification, waiver or termination of this Confirmation must be effected in accordance with the requirements for the amendment or termination of a "plan" as defined in Rule 10b5-1(c). Without limiting the generality of the foregoing, Counterparty acknowledges and agrees that any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5, and no such amendment, modification or waiver shall be made at any time at which Counterparty, or any officer, director, manager or similar person of Counterparty is aware of any material non-public information regarding Counterparty or the Shares.

(b) *Repurchase Notices*. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Seller a written notice of such repurchase (a "**Repurchase Notice**") on such day if following such repurchase, the number of outstanding Shares as determined on such day is (i) less than the number of Shares outstanding that would result in the percentage of total Shares outstanding represented by the number of Shares underlying the Transaction increasing by 0.10% (in the case of the first such notice) or (ii) thereafter more than the number of Shares that would need to be repurchased to result in the percentage of total Shares outstanding represented by the number of Shares underlying the Transaction increasing by a further 0.10% less than the number of Shares included in the immediately preceding Repurchase Notice. Counterparty agrees to indemnify and hold harmless Seller and its affiliates and their respective officers, directors, employees, affiliates, advisors, agents and controlling persons (each, an "**Indemnified Person**") from and against any and all losses (including losses relating to Seller's hedging activities as a consequence of remaining or becoming a Section 16 "insider" following the closing of the Business Combination, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to the Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, which an Indemnified Person may become subject to, as a result of Counterparty's failure to provide Seller with a Repurchase Notice on the day and in the manner specified in this paragraph, and to reimburse, within thirty (30) days, upon written request, each of such Indemnified Persons for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing; provided, however, for the avoidance of doubt, Counterparty has no indemnification or other obligations with respect to Seller becoming a Section 16 "insider" prior to the closing of the Business Combination. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against the Indemnified Person as a result of Counterparty's failure to provide Seller with a Repurchase Notice in accordance with this paragraph, such Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall not be liable for any settlement of any proceeding contemplated by this paragraph that is effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding contemplated by this paragraph that is in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to such Indemnified Person. If the indemnification provided for in this paragraph is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty hereunder, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph shall remain operative and in full force and effect regardless of the termination of the Transaction.

(c) *Transfer or Assignment*. The Seller may freely transfer or assign the rights and duties under this Confirmation, and Seller, Counterparty and Target will attempt to assign and novate their respective rights and obligations hereunder to one or more unaffiliated third parties such that Seller's Section 16 Percentage does not exceed 9.9% on a post-Business Combination basis. If at any time following the closing of the Business Combination at which (A) the Section 16 Percentage exceeds 9.9%, or (B) the Share Amount exceeds the Applicable Share Limit (if any applies) (any such condition described in clause (A) or (B), an "**Excess Ownership Position**"), Seller is unable to effect a transfer or assignment of a portion of the Transaction to a third party on pricing terms reasonably acceptable to Seller and within a time period reasonably acceptable to Seller such that no Excess Ownership Position exists, then Seller may designate any Exchange Business Day as an Early Termination Date with respect to a portion of the Transaction (the "**Terminated Portion**"), such that following such partial termination no Excess Ownership Position exists. In the event that Seller so designates an Early Termination Date with respect to a portion of the Transaction, a portion of the Shares with respect to the Transaction shall be delivered to Counterparty as if the Early Termination Date was the Valuation Date in respect of a Transaction having terms identical to the Transaction and a Number of Shares equal to the number of Shares underlying the Terminated Portion. The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, as determined by Seller, (A) the numerator of which is the number of Shares that Seller and each person subject to aggregation of Shares with Seller under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) of the Exchange Act) with Seller directly or indirectly beneficially own (as defined under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder) (the **"Seller Group**") and (B) the denominator of which is the number of Shares outstanding.

The "**Share Amount**" as of any day is the number of Shares that Seller and any person whose ownership position would be aggregated with that of Seller and any group (however designated) of which Seller is a member (Seller or any such person or group, a "**Seller Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Counterparty that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by Seller in its sole discretion.

The "**Applicable Share Limit**" means a number of Shares equal to (A) the minimum number of Shares that could give rise to reporting or registration obligations or other requirements (including obtaining prior approval from any person or entity) of a Seller Person, or could result in an adverse effect on a Seller Person, under any Applicable Restriction, as determined by Seller in its sole discretion, *minus* (B) 0.1% of the number of Shares outstanding.

(d) *Indemnification*. Counterparty agrees to indemnify and hold harmless Seller, its affiliates and its assignees and their respective directors, officers, employees, agents and controlling persons (each such person being an "**Indemnified Party**") from and against any and all losses (but not including financial losses to an Indemnified Party relating to the economic terms of the Transaction provided that the Counterparty performs its obligations under this Confirmation in accordance with its terms), claims, damages and liabilities (or actions in respect thereof), joint or several, incurred by or asserted against such Indemnified Party arising out of, in connection with, or relating to, the execution or delivery of this Confirmation, the performance by Counterparty of its obligations under the Transaction, any breach of any covenant or representation made by Counterparty in this Confirmation or the ISDA Form, regulatory filings made by Counterparty related to the Transaction (other than as relates to any information provided by or on behalf of Seller or its affiliates), or the consummation of the transactions contemplated hereby; provided, however, that Counterparty has no indemnification obligations with respect to any loss, claim, damage, liability or expense related to the manner in which Seller sells, or arising out of any sales by Seller of, the Subject Shares or any other Shares owned by Seller. Counterparty will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a nonappealable judgment by a court of competent jurisdiction to have resulted from Seller's material breach of any covenant, representation or other obligation in this Confirmation or the ISDA Form or from Seller's willful misconduct, gross negligence or bad faith in performing the services that are subject of the Transaction. If for any reason the foregoing indemnification is unavailable to any Indemnified Party or insufficient to hold harmless any Indemnified Party, then Counterparty shall contribute, to the maximum extent permitted by law, to the amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability. In addition (and in addition to any other Reimbursement of Legal Fees and other Expenses contemplated by this Confirmation), Counterparty will reimburse any Indemnified Party for all reasonable, out-of-pocket, expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense or settlement of any pending or threatened claim or any action, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto and whether or not such claim, action, suit or proceeding is initiated or brought by or on behalf of Counterparty. Counterparty also agrees that no Indemnified Party shall have any liability to Counterparty or any person asserting claims on behalf of or in right of Counterparty in connection with or as a result of any matter referred to in this Confirmation except to the extent that any losses, claims, damages, liabilities or expenses incurred by Counterparty result from such Indemnified Party's breach of any covenant, representation or other obligation in this Confirmation or the ISDA Form or from the gross negligence, willful misconduct or bad faith of the Indemnified Party or breach of any U.S. federal or state securities laws or the rules, regulations or applicable interpretations of the Securities and Exchange Commission. The provisions of this paragraph shall survive the completion of the Transaction contemplated by this Confirmation and any assignment and/or delegation of the Transaction made pursuant to the ISDA Form or this Confirmation shall inure to the benefit of any permitted assignee of Seller.

(e) *Amendments to Equity Definitions*.

(i) Section 11.2(a) of the Equity Definitions is hereby amended by (i) replacing the words "a diluting or concentrative" with the word "an" and adding the phrase "or such Transaction" at the end thereof;

(ii) The first sentence of Section 11.2(c) of the Equity Definitions, prior to clause (A) thereof, is hereby amended to read as follows: '(c) If "Calculation Agent Adjustment" is specified as the Method of Adjustment in the related Confirmation of a Share Option Transaction or Share Forward Transaction, then, following the announcement or occurrence of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Transaction and, if so, will (i) make appropriate adjustment(s), if any, to any one or more of:' and the portion of such sentence immediately preceding clause (ii) thereof is hereby amended by deleting the words "diluting or concentrative".

(iii) Section 11.2(e)(vii) of the Equity Definitions is hereby amended by (i) replacing the words "a diluting or concentrative" with the word "an" and (ii) adding the phrase "or the relevant Transaction" at the end thereof;

(iv) Section 12.6(a)(ii) of the Equity Definitions is hereby amended by (i) deleting from the fourth line thereof the word "or" after the word "official" and inserting a comma therefor, and (ii) deleting the semi-colon at the end of subsection (B) thereof and inserting the following words therefor "or (C) the occurrence of any of the events specified in Section 5(a)(vii)(1) through (9) of the ISDA Form with respect to that Issuer.";

(v) Section 12.6(c)(ii) of the Equity Definitions is hereby amended by replacing the words "the Transaction will be cancelled," in the first line with the words "Seller will have the right, which it must exercise or refrain from exercising, as applicable, in good faith acting in a commercially reasonable manner, to cancel the Transaction,"; and

(vi) Section 12.9(b)(i) of the Equity Definitions is hereby amended by (i) replacing "either party may elect" with "Seller may elect" and (ii) replacing "notice to the other party" with "notice to Counterparty" in the first sentence of such section.

(f) *Waiver of Jury Trial*. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to the Transaction. Each party (i) certifies that no representative, agent or attorney of either party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into the Transaction, as applicable, by, among other things, the mutual waivers and certifications provided herein.

(g) *Attorney and Other Fees*. In the event of any legal action initiated by any party arising under or out of, in connection with or in respect of, this Confirmation or the Transaction, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses incurred in such action, as determined and fixed by the court.

(h) *Tax Disclosure*. Effective from the date of commencement of discussions concerning the Transaction, Counterparty and each of its employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

(i) *Securities Contract; Swap Agreement.* The parties hereto intend for (i) the Transaction to be (a) a "securities contract" as defined in the Bankruptcy Code, in which case each payment and delivery made pursuant to the Transaction is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "settlement payment," within the meaning of Section 546 of the Bankruptcy Code, and (b) a "swap agreement" as defined in the Bankruptcy Code, with respect to which each payment and delivery hereunder or in connection herewith is a "termination value," "payment amount" or "other transfer obligation" within the meaning of Section 362 of the Bankruptcy Code and a "transfer," as such term is defined in Section 101(54) of the Bankruptcy Code and a "payment or other transfer of property" within the meaning of Sections 362 and 546 of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(17), 546(e), 546(g), 555 and 560 of the Bankruptcy Code, (ii) a party's right to liquidate, terminate and accelerate the Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the ISDA Form with respect to the other party to constitute a "contractual right" as described in the Bankruptcy Code, and (iii) each payment and delivery of cash, securities or other property hereunder to otherwise constitute a "margin payment" or "settlement payment" and a "transfer" as defined in the Bankruptcy Code.

(i) *Process Agent.* For the purposes of Section 13(c) of the ISDA Form:

Seller appoints as its Process Agent: None

Counterparty appoints as its Process Agent: None.

[Signature page follows]

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us at your earliest convenience.

Very truly yours,

ACM ARRT F LLC

By: /s/ Ivan Zinn
Name: Ivan Zinn
Title: Authorized Signatory

Agreed and accepted by:

FOUNDER SPAC

By: /s/ Osman Ahmed
Name: Osman Ahmed
Title: Chief Executive Officer

RUBICON TECHNOLOGIES, LLC

By: /s/ Chris Spooner
Name: Chris Spooner
Title: SVP Finance

Exhibit 99.1

Founder SPAC Announces Up to $150 Million Forward-Purchase Agreement in Connection with Proposed Business Combination

Potomac, Maryland (August 5, 2022) – Founder SPAC (Nasdaq: FOUN) ("Founder"), a publicly-traded special purpose acquisition company, in connection with its proposed business combination with Rubicon Technologies, LLC ("Rubicon"), announced today that it has entered into a forward purchase agreement for up to $150 million with ACM ARRT F LLC. Please refer to Founder's current report on Form 8-K, filed today with the SEC, for additional information.

About Rubicon
Rubicon is a digital marketplace for waste and recycling, and provider of innovative software-based solutions for businesses and governments worldwide. Creating a new industry standard by using technology to drive environmental innovation, the company helps turn businesses into more sustainable enterprises, and neighborhoods into greener and smarter places to live and work. Rubicon's mission is to end waste. It helps its partners find economic value in their waste streams and confidently execute on their sustainability goals. To learn more, visit www.Rubicon.com.

Rubicon previously announced an agreement for a business combination with Founder SPAC (Nasdaq: FOUN), which is expected to result in Rubicon becoming a public company listed on the New York Stock Exchange ("NYSE") under the new ticker symbol "RBT" in the third quarter of 2022, subject to customary closing conditions.

About Founder
Founder is a blank check company whose business purpose is to effect a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses. While Founder is not limited to a particular industry or geographic region, the company focuses on businesses within the technology sector, with a specific focus on the theme of digital transformation. Founder is led by CEO Osman Ahmed, CFO Manpreet Singh, and Executive Chairman Hassan Ahmed. The company's independent directors include Jack Selby, Steve Papa, Allen Salmasi, and Rob Theis. Sponsor and advisor Nikhil Kalghatgi leads the company's advisory board.

Forward-Looking Statements
This press release includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. Founder's and Rubicon's actual results may differ from their expectations, estimates and projections and consequently, you should not rely on these forward-looking statements as predictions of future events. Words such as "expect," "estimate," "project," "budget," "forecast," "anticipate," "intend," "plan," "may," "will," "could," "should," "believe," "predict," "potential," "continue," and similar expressions are intended to identify such forward-looking statements. These forward-looking statements include, without limitation, Founder's and Rubicon's expectations with respect to future performance and anticipated financial impacts of the proposed business combination, the satisfaction of the closing conditions to the business combination and the timing of the completion of the proposed business combination. These forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from expected results, including factors that are outside of Founder's and Rubicon's control and that are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against Founder and Rubicon following the announcement of the proposed business combination and the transactions contemplated therein; (2) the inability to complete the proposed business combination, including due to failure to obtain the approval of the shareholders of Founder, approvals or other determinations from certain regulatory authorities, or other conditions to closing; (3) the occurrence of any event, change or other circumstance that could give rise to the termination of the proposed business combination or that could otherwise cause the transactions contemplated therein to fail to close; (4) the inability to obtain or maintain the listing of the combined company's shares on the New York Stock Exchange following the proposed business combination; (5) the risk that the proposed business combination disrupts current plans and operations as a result of the announcement and consummation of the proposed business combination; (6) the ability to recognize the anticipated benefits of the proposed business combination, which may be affected by, among other things, competition and the ability of the combined company to grow and manage growth profitably and to retain its key employees; (7) costs related to the proposed business combination; (8) changes in applicable laws or regulations; (9) the possibility that Rubicon or the combined company may be adversely affected by other economic, business, and/or competitive factors; (10) the combined company's ability to raise financing in the future and to comply with restrictive covenants related to long-term indebtedness; (11) the impact of COVID-19 on Rubicon's business and/or the ability of the parties to complete the proposed business combination; and (12) other risks and uncertainties indicated from time to time in the definitive proxy statement/consent solicitation statement/prospectus and other documents filed, or to be filed, by Founder with the SEC.

Founder cautions that the foregoing list of factors is not exclusive. Although Founder believes the expectations reflected in these forward-looking statements are reasonable, nothing in this press release should be regarded as a representation by any person that the forward-looking statements or projections set forth herein will be achieved or that any of the contemplated results of such forward-looking statements or projections will be achieved. There may be additional risks that Founder and Rubicon presently do not know of or that they currently believe are immaterial that could also cause actual results to differ from those contained in the forward-looking statements. Founder cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. Neither Founder nor Rubicon undertakes any duty to update these forward-looking statements, except as otherwise required by law.

Additional Information and Where to Find It
In connection with the proposed business combination between Founder SPAC ("Founder") and Rubicon Technologies, LLC ("Rubicon"), Founder has filed with the Securities and Exchange Commission ("SEC") a registration statement on Form S-4, that was declared effective by the SEC on July 5, 2022, which includes a final prospectus of Founder with respect to the securities to be issued in connection with the business combination and a definitive proxy statement of Founder with respect to the Extraordinary Meeting. The definitive proxy statement/consent solicitation statement/prospectus was mailed to shareholders of Founder as of the record date established for voting on the proposed business combination. This press release does not contain all the information that should be considered pertaining to the proposed business combination and is not intended to form the basis of any investment decision or any other decision in respect of the business combination. The proposed business combination and related transactions will be submitted to shareholders of Founder for their consideration. Founder's shareholders and other interested persons are advised to read the definitive proxy statement/consent solicitation statement/prospectus and other documents filed in connection with Founder's solicitation of proxies for the Extraordinary Meeting because these materials contain important information about Rubicon, Founder and the proposed business combination and related transactions. Shareholders may also obtain a copy of the proxy statement/consent solicitation statement/prospectus, as well as other documents filed with the SEC by Founder, without charge, at the SEC's website located at www.sec.gov or by directing a request to Founder SPAC, 11752 Lake Potomac Drive, Potomac, MD, 20854, Attention: Chief Financial Officer, (240) 418-2649.

No Offer or Solicitation
This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any states or jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

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