

FOUNDING TEAM MEMBER AGREEMENT

This Founding Team Member Agreement (this “**Agreement**”) is made and entered into as of [**06/23/2025**] (the “**Effective Date**”), by and between **Attention Lab, Inc.**, a Delaware corporation (the “**Company**”), and **Hamid Hadipour** (“**Founding Team Member**” or “**FTM**”). The Company and FTM are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. Engagement and Term

1.1 **Appointment:** The Company hereby engages FTM, and FTM hereby accepts such engagement, to provide the services set forth in **Exhibit A** (the “**Services**”) beginning on the Effective Date and continuing until the earlier of (a) termination pursuant to Section 8 or (b) four (4) years from the Effective Date (the “**Term**”).

1.2 **Status:** FTM shall perform the Services as an independent contractor unless otherwise agreed in writing. Nothing in this Agreement shall be construed as creating an employment relationship, partnership, joint venture, or other fiduciary relationship between the Parties.

2. Roles and Responsibilities

2.1 **Scope of Duties:** FTM agrees to provide the Company with advisory, operational, or technical services as set forth in **Exhibit A**, and shall apply their professional expertise, time, and reasonable best efforts to advance the Company’s mission and strategic goals. FTM shall devote the level of time and attention necessary, as determined in good faith by both parties, to carry out the duties contemplated by this Agreement in a manner that aligns with the evolving priorities of an early-stage, venture-backed organization. The Company acknowledges that the FTM may engage in other professional activities, provided that such activities (a) are not directly competitive with the Company, (b) do not involve a conflict of interest, and (c) do not materially interfere with the timely and effective performance of FTM’s obligations under this Agreement.

2.2 **Performance Standard:** FTM shall perform all services diligently, professionally, and in accordance with the highest standards applicable to similarly situated individuals in innovation-driven or technology-based organizations. All work shall be conducted in a manner consistent with the level of care, skill, and integrity that is customary in the relevant domain of practice and shall be subject to periodic review and feedback by the Company or its designated representatives.

3. Intellectual Property Assignment

3.1 **Ownership and Assignment of Work Product:** FTM hereby assigns and agrees to assign to the Company, without additional consideration, all right, title, and interest in and

to any and all inventions, discoveries, developments, methods, processes, software, source code, designs, trademarks, trade secrets, works of authorship, and other intellectual property (collectively, “**Work Product**”) that FTM conceives, develops, or reduces to practice, whether alone or jointly with others, at any time during the Term and in connection with the Services, together with all worldwide patent rights, copyrights, mask work rights, trade secret rights, moral rights, and other intellectual property rights therein.

3.2 Further Assurances: FTM agrees to execute, acknowledge, and deliver any documents and to perform all lawful acts, at the Company’s request and expense, that the Company deems necessary or desirable to secure, maintain, enforce, or defend its rights in and to the Work Product, both during and after the term of this Agreement. This includes assisting in the preparation, filing, and prosecution of patent or copyright applications and the enforcement of proprietary rights, provided that such request does not impose an unreasonable burden on FTM and that the Company reimburses FTM for reasonable out-of-pocket expenses incurred.

3.3 Prior and Independently Developed IP: FTM shall retain ownership of any intellectual property or materials developed prior to or outside the scope of this Agreement, provided such materials are not incorporated into the Work Product. FTM shall provide written disclosure of any such materials to the Company within ten (10) days of the Effective Date. The Parties may agree in writing on the terms of any license to use such materials in connection with the Services.

3.4 Limited License Where Assignment is Prohibited: To the extent FTM is unable to assign any rights in Work Product due to operation of law or contractual restriction, FTM hereby grants to the Company an exclusive, royalty-free, irrevocable, worldwide license (with full rights to sublicense) to use, reproduce, modify, distribute, perform, display, and otherwise exploit such Work Product as necessary for the Company’s business purposes.

3.5 Waiver of Moral Rights: To the extent permitted by applicable law, FTM hereby waives any and all claims to moral rights in the Work Product and agrees not to assert any such rights against the Company or its successors, assigns, or licensees.

4. Equity Grant

4.1 Grant of Equity: Subject to the terms and conditions of this Agreement and the Company’s equity incentive plan (the “**Plan**”), the Company shall grant to the FTM an equity award representing [2.5] % of the Company’s fully diluted common stock (the “**Equity Award**”) as of the Effective Date. The Equity Award shall be subject to customary terms and conditions, including time-based vesting and restrictions on transfer, as set forth in this Agreement, the Plan, and applicable grant documentation.

4.2 **Vesting Schedule:** The Equity Award shall vest over time in accordance with the schedule set forth in Exhibit B (the “**Vesting Schedule**”), provided that FTM continues to perform Services on each vesting date. Any deviation from the Vesting Schedule, including acceleration of vesting, shall be subject to written approval by the Board of Directors or a duly authorized committee thereof.

4.3 **Treatment Upon Termination:** Any portion of the Equity Award that is unvested as of the termination date shall automatically be forfeited without consideration. Vested shares shall remain subject to any applicable rights of first refusal, repurchase rights, transfer restrictions, and other terms provided in the Plan and the Company’s governing documents. The Company shall have the right, but not the obligation, to repurchase vested shares upon termination under the terms set forth in the Plan or any related agreements.

4.4 **Contingent Value:** FTM acknowledges and agrees that the Equity Award is intended as incentive compensation and is subject to substantial risk. The Equity Award may have no realizable value and its worth is wholly dependent upon the future financial and business success of the Company. The Company makes no representation or warranty regarding the current or future value of the Equity Award, the likelihood of liquidity, or the tax consequences arising from such grant.

5. Deferred Cash Compensation

5.1 **Payment Commitment:** In recognition of the value of services performed prior to the Company securing institutional investment, the Company agrees that, within three (3) months following the closing of its first equity financing transaction in which it raises gross proceeds of at least **[\$8,000,000]** (a “**Qualifying Financing**”), it shall compensate the FTM in cash for past Services. The amount of such compensation shall reflect the fair market value of the Services rendered by FTM prior to the closing of the Qualifying Financing, as determined through good faith negotiations between the Company and the FTM, and shall be payable in a lump sum or installments, as mutually agreed.

5.2 **Current Market Rate Basis:** The Parties expressly agree that the cash compensation described in Section 5.1 shall be calculated based on market rates for similar services rendered to similarly situated early-stage companies, and not based on the valuation of the Company achieved in the Qualifying Financing or any future valuation. The Company makes no guarantee as to the exact amount or timing of any future payments beyond the terms set forth herein.

6. Confidentiality and Restrictive Covenants

6.1 **Confidential Information:** “**Confidential Information**” means all non-public, proprietary, or confidential information disclosed by the Company to FTM, whether in oral,

written, electronic, or other form, including but not limited to: business plans, financial data, technology roadmaps, customer lists, marketing strategies, pricing models, regulatory filings, technical documentation, trade secrets, and the terms and conditions of this Agreement. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) is independently developed by FTM without use of or reference to the Company's Confidential Information; (c) is disclosed to FTM by a third party legally entitled to make such disclosure; or (d) is required to be disclosed pursuant to a court order or legal process, provided FTM gives the Company prompt written notice to allow it to seek a protective order.

6.2 Non-Disclosure: FTM agrees to hold all Confidential Information in strict confidence and shall not disclose, use, reproduce, or distribute any such information except to the extent necessary to perform Services under this Agreement or as otherwise authorized in writing by the Company. FTM shall take reasonable precautions to protect the confidentiality of such information and shall notify the Company promptly upon discovery of any unauthorized use or disclosure.

6.3 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, FTM shall not, directly or indirectly, solicit, induce, or encourage any employee, consultant, or contractor of the Company to terminate their relationship with the Company or to accept employment or engagement with any other entity. This restriction shall not apply to general advertisements not specifically targeting Company personnel.

6.4 Return of Materials: Upon the expiration or termination of this Agreement, or earlier upon request by the Company, FTM shall return or destroy (at the Company's election) all documents, records, media, and other tangible items containing or embodying Confidential Information, including all copies, summaries, and notes thereof. FTM shall certify in writing that such return or destruction has been completed upon request.

7. Representations and Warranties

7.1 Authority: Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes a valid and binding obligation enforceable against such party in accordance with its terms.

7.2 Non-Contravention: FTM represents and warrants that the execution and performance of this Agreement will not violate or conflict with any other agreement, arrangement, or obligation by which FTM is bound, including obligations to any academic institution,

employer, or funding agency. FTM further represents that it has not entered and will not enter into any agreement that would conflict with FTM's obligations under this Agreement.

8. Termination

8.1 Termination for Cause: The Company may terminate this Agreement immediately for Cause upon written notice to the FTM. "Cause" shall include, but not be limited to: (a) any material breach of this Agreement or any Company policy, (b) any act of dishonesty, fraud, misrepresentation, or embezzlement, (c) any willful or grossly negligent act or omission that materially harms the Company's reputation, operations, or finances, (d) a breach of the confidentiality, intellectual property, or restrictive covenant obligations under this Agreement, or (e) the failure or refusal to perform the Services in a professional and competent manner, provided that if such failure is curable, the Company shall provide the FTM with written notice and a ten (10) calendar day opportunity to cure before termination becomes effective. Termination for Cause shall result in the immediate forfeiture of any unvested equity, and any vested equity shall remain subject to the Company's repurchase rights.

8.2 Termination Without Cause. Either the Company or the FTM may terminate this Agreement without Cause by providing the other party with thirty (30) calendar days' prior written notice. In the event of termination without Cause by the Company, the FTM shall be entitled to all compensation and benefits accrued through the effective date of termination. Any unvested equity shall be forfeited as of the termination date, unless otherwise agreed in writing by the Company.

8.3 Automatic Termination Upon Death or Disability: This Agreement shall terminate immediately upon the death of the FTM or if the FTM becomes physically or mentally unable to perform the essential functions of the Services for a period of sixty (60) consecutive days or ninety (90) non-consecutive days within any rolling six-month period. In such cases, vested equity shall be retained and governed by the applicable plan or equity agreement, and unvested equity shall be forfeited unless the Company determines otherwise.

8.4 Post-Termination Obligations: Upon termination of this Agreement for any reason, the FTM shall promptly return all Company property, documentation, and Confidential Information, and shall certify such return in writing if requested. The FTM shall also cooperate with the Company in ensuring a smooth transition of duties and responsibilities, including completion of final reports, data transfers, and knowledge handover as reasonably requested.

8.5 **Survival:** The provisions of this Agreement that by their nature are intended to survive termination, including but not limited to Sections 3, 6, 7, 9, and 10 which shall remain in full force and effect in accordance with their terms.

9. Taxes

9.1 **Responsibility:** FTM shall be solely responsible for all federal, state, and local taxes arising from any compensation or equity received under this Agreement.

9.2 **Section 83(b) Election:** FTM may, at FTM's sole expense and risk, file a timely election under Section 83(b) of the Internal Revenue Code with respect to the Equity Award.

10. Miscellaneous

10.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions. Each party agrees that any claim or dispute arising under or related to this Agreement shall be governed by the laws of Delaware.

10.2 **Dispute Resolution:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted in Wilmington, Delaware, before a single arbitrator selected in accordance with such rules. The decision of the arbitrator shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees, and the costs of arbitration shall be split equally unless otherwise determined by the arbitrator.

10.3 **Entire Agreement:** This Agreement, together with any exhibits, schedules, the Company's equity incentive plan, and any applicable equity grant documentation, constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether oral or written, relating to such subject matter.

10.4 **Amendments:** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach or default shall be deemed a waiver of any other breach or default.

10.5 **Assignment:** This Agreement and the rights and obligations hereunder may not be assigned or otherwise transferred by the FTM without the prior written consent of the

Company. The Company may assign this Agreement without the Founding Team Member's consent to a successor entity in the event of a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets.

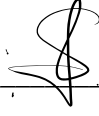
10.6 **Severability**: If any provision of this Agreement is found to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall be interpreted so as best to effect the intent of the parties.

10.7 **Counterparts**: This Agreement may be executed in two or more counterparts, including by electronic signature or scanned copy, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Attention Lab, Inc.

Hamid Hadipour

By:  _____

Name: Temitope Sobodu Name: Hamid Hadipour

Title: Founder

Date: 06/23/2025 Date: _____

Exhibit A

Services, Role, and Responsibilities

Key Responsibilities

- **Model Development & Tuning:** Design, train, and refine machine learning models to generate and prioritize candidate molecules based on project criteria.
- **Pipeline Automation:** Build and maintain end-to-end workflows for data ingestion, model training, inference, and result tracking, ensuring scalability and reproducibility.
- **Performance Monitoring:** Define and track key metrics (e.g., accuracy, precision, recall), conduct regular validation, and adjust models to meet project goals.
- **Technical Collaboration:** Partner with data scientists and lab teams to integrate experimental feedback, troubleshoot model predictions, and guide iterative improvements.
- **Documentation & Best Practices:** Produce clear algorithm documentation, maintain version control, and advocate for coding standards and data governance.
- **Innovation & Research:** Evaluate new architectures, frameworks, and libraries to enhance the platform's predictive power and efficiency.
- Support other technical or operational priorities as reasonably assigned by the Company to advance the mission of Attention Lab.

Exhibit B

Vesting Schedule

Total Shares Granted: [25,000] shares representing [2.5 %] of the Company's fully diluted common stock as of the Effective Date.

Vesting Terms: The Equity Award shall vest over a four-year period, commencing on the Vesting Commencement Date. Twenty-five percent (25%) of the total shares shall vest on the first anniversary of the Vesting Commencement Date (07/01/2025). Thereafter, the remaining seventy-five percent (75%) of the shares shall vest in equal monthly installments of one forty-eighth (1/48) of the total number of shares on the last day of each successive month, such that one hundred percent (100%) of the shares shall be fully vested on the fourth anniversary of the Vesting Commencement Date, subject to the Founding Team Member's continuous service with the Company through each vesting date.

Repurchase Rights: Upon the termination of the Founding Team Member's service with the Company for any reason, the Company shall have the right, but not the obligation, to repurchase any vested shares held by the Founding Team Member. The repurchase price shall be equal to the lesser of (a) the original purchase price paid by the Founding Team Member or (b) the fair market value of such shares as determined in good faith by the Company's Board of Directors in accordance with its then-applicable valuation policies and the terms of the Company's applicable equity plan or stockholder agreement.