

# FOUNDER RESTRICTED STOCK PURCHASE AGREEMENT

This Founder Restricted Stock Purchase Agreement (the "Agreement") is entered into as of the date of incorporation (the "Effective Date"), by and between **Pulse Intelligence Labs, Inc.**, a Delaware corporation (the "Company"), and **Tremaine Grant** ("Founder").

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## 1. Purchase of Shares

The Company hereby issues and sells to Founder, and Founder hereby purchases from the Company, **9,000,000 shares of the Company's Common Stock** (the "Shares") at a purchase price of **\$0.00001 per share**, for an aggregate purchase price of **\$90.00**.

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## 2. Vesting Schedule

The Shares shall be subject to vesting as follows:

- **Vesting Term:** 4 years
  - **Cliff:** 1 year
  - **Vesting Start Date:** Date of incorporation
  - **Cliff Vesting:** 25% of the Shares shall vest on the one-year anniversary of the Vesting Start Date
  - **Monthly Vesting:** The remaining Shares shall vest in equal monthly installments over the subsequent 36 months, subject to Founder's continuous service to the Company
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## 3. Company Right of Repurchase

In the event Founder's service relationship with the Company terminates for any reason, the Company shall have the right to repurchase any **unvested Shares** at the original purchase price per share.

This right of repurchase shall lapse with respect to Shares as they vest.

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## 4. Vesting Acceleration

The Shares shall be subject to **double-trigger acceleration**, such that all unvested Shares shall vest immediately if:

- (a) the Company undergoes a Change in Control, and

(b) Founder is terminated without cause or resigns for good reason within the applicable post-transaction period.

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## 5. Intellectual Property Assignment

Founder hereby irrevocably assigns to the Company all right, title, and interest in and to any and all intellectual property, inventions, works of authorship, software, trade secrets, designs, processes, and developments created by Founder, whether before or after incorporation, that relate to the Company's business, products, or technology.

Founder agrees to execute any documents reasonably necessary to confirm or perfect such assignment.

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## 6. Section 83(b) Election

Founder acknowledges that the Shares are subject to vesting and that Founder may file an election under **Section 83(b) of the Internal Revenue Code** within 30 days of the purchase date. Founder acknowledges that failure to timely file such election may result in adverse tax consequences.

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## 7. Representations

Founder represents that:

- (a) Founder is acquiring the Shares for investment purposes only;
  - (b) Founder has had the opportunity to ask questions and receive information regarding the Company;
  - (c) Founder understands the speculative nature of the investment.
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## 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

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

**Pulse Intelligence Labs, Inc.**



By: Tremain Grant

Title: Chief Executive Officer

**Founder:**



Tremain Grant

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