
ATHLYNX

THE ATHLETE'S PLAYBOOK

A Dozier Holdings Group Company

FOUNDING PARTNER EQUITY AGREEMENT

STARTUP COMPENSATION STRUCTURE

Effective Date: January 6, 2026

**Company: DOZIER HOLDINGS GROUP, LLC &
ATHLYNX AI CORPORATION**

SECTION 1: THE SITUATION

We are a STARTUP with NO MONEY right now.

What we DO have:

- A fully built platform (ATHLYNX)
- Two live websites
- 10 apps ready to launch
- Stripe payments connected
- Legal structure in place
- A vision worth BILLIONS

What we DON'T have:

- Cash to pay salaries
- Revenue (yet)
- Outside investment (yet)

THE DEAL: Work now, get paid when money comes in.

SECTION 2: FOUNDING PARTNERS

Name	Role	Contribution
Chad Allen Dozier Sr.	Founder/CEO/Chairman	Built everything since Nov 2024
Glenn Tse	COO/Secretary	Key strategic partner
James “Jimmy” Boyd	VP Operations	Operations & logistics
Andrew “Andy” Kustes	VP Technology	Technical support
Leronius “Lee” Marshall	VP Business Development	Sales & partnerships

SECTION 3: EQUITY OWNERSHIP

DOZIER HOLDINGS GROUP, LLC (Parent Company)

Partner	Equity %	Voting Power	Class
Chad Allen Dozier Sr.	51%	99.24%	Class A (Super Voting)
Glenn Tse	15%	0.29%	Class B
James “Jimmy” Boyd	12%	0.23%	Class B
Andrew “Andy” Kustes	8%	0.16%	Class B
Leronius “Lee” Marshall	8%	0.16%	Class B
Reserved for Investment	6%	0%	Class C
TOTAL	100%	100%	-

ATHLYNX AI CORPORATION (Subsidiary)

Partner	Equity %	Voting Power	Class
Chad Allen Dozier Sr.	51%	99.24%	Class A (Super Voting)
Glenn Tse	15%	0.29%	Class B
James “Jimmy” Boyd	12%	0.23%	Class B
Andrew “Andy” Kustes	8%	0.16%	Class B
Leronius “Lee” Marshall	8%	0.16%	Class B
Reserved for Investment	6%	0%	Class C
TOTAL	100%	100%	-

ALL OTHER SUBSIDIARIES

Partner	Equity %
Chad Allen Dozier Sr.	90%
Glenn Tse	2.5%
James “Jimmy” Boyd	2.5%
Andrew “Andy” Kustes	2.5%
Leronius “Lee” Marshall	2.5%
TOTAL	100%

SECTION 4: COMPENSATION STRUCTURE

PHASE 1: PRE-REVENUE (Now)

NO SALARIES - EQUITY ONLY

Everyone works for their equity stake. No cash payments until revenue comes in.

PHASE 2: EARLY REVENUE (1–100,000)

Priority	Recipient	Amount
1st	Operating Expenses	As needed
2nd	Chad Allen Dozier Sr.	First \$50,000
3rd	All Partners	Split remaining by equity %

PHASE 3: GROWTH REVENUE (100,001–500,000)

Priority	Recipient	Amount
1st	Operating Expenses	As needed
2nd	Chad Allen Dozier Sr.	\$100,000 salary
3rd	Glenn Tse	\$50,000 salary
4th	Other Partners	\$25,000 each
5th	Remaining Profit	Split by equity %

PHASE 4: SCALE REVENUE (\$500,000+)

Full salaries kick in:

Partner	Annual Salary	Profit Share
Chad Allen Dozier Sr.	\$250,000	40% of profits
Glenn Tse	\$150,000	15% of profits
James “Jimmy” Boyd	\$120,000	12% of profits
Andrew “Andy” Kustes	\$100,000	8% of profits
Leronius “Lee” Marshall	\$100,000	8% of profits
Reserved/Reinvestment	-	17% of profits

SECTION 5: VESTING SCHEDULE

All partner equity vests over 4 YEARS:

Time	Vested %	Cumulative
0-12 months	0%	0% (Cliff)
12 months	25%	25%
24 months	25%	50%
36 months	25%	75%
48 months	25%	100%

CLIFF RULE: Leave before 12 months = GET NOTHING

FOUNDER EXCEPTION: Chad's equity is 100% vested immediately (he built everything).

SECTION 6: FOUNDER PROTECTIONS

Chad Allen Dozier Sr. CANNOT be:

- **Voted out**

- **Removed as CEO**
- **Removed as Chairman**
- **Forced to sell**
- **Diluted below 51%**

Chad Allen Dozier Sr. HAS:

- **100x super voting power**
 - **Veto power on ALL decisions**
 - **Sole signature authority**
 - **First payment priority**
 - **Permanent Managing Member status**
-

SECTION 7: PARTNER OBLIGATIONS

Each partner MUST:

- 1. Work - Contribute meaningfully to the company**
- 2. Sign NCNDA - Non-compete and confidentiality**

- 3. Attend meetings - Quarterly at minimum**
 - 4. Support the mission - Act in company's best interest**
 - 5. No competing - Cannot work for or start competitors**
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SECTION 8: EXIT SCENARIOS

If a Partner Leaves Voluntarily:

- Keep vested equity only**
- Forfeit unvested equity**
- Non-compete applies for 5 years**
- Cannot sell equity without Chad's approval**

If a Partner is Terminated:

- Keep vested equity only**
- Forfeit unvested equity**
- Company has right to buy back at fair value**

- Non-compete applies for 5 years

If Company is Sold:

- Everyone gets paid by equity percentage
- Chad gets paid FIRST (up to \$10M)
- Remaining split by equity %

If Company Goes Public:

- Everyone keeps their equity
- Standard lockup periods apply
- Chad maintains voting control

SECTION 9: SUCCESSION

If something happens to Chad Allen Dozier Sr.:

1. Nicki Simpson Leggett (his mother) inherits his 51%
2. She becomes Managing Member
3. She has ALL of Chad's powers

- 4. Board meets within 30 days**
 - 5. Company continues operating**
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SECTION 10: SIGNATURES

By signing below, each partner agrees to:

- This equity structure**
 - The compensation plan**
 - The vesting schedule**
 - The founder protections**
 - All terms in this agreement**
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FOUNDER:

**CHAD ALLEN DOZIER SR. Founder/CEO/Chairman
51% Class A Member Date: _____**

PARTNERS:

GLENN TSE COO/Secretary 15% Class B Member

Date: _____

JAMES “JIMMY” BOYD VP Operations 12% Class B

Member Date: _____

ANDREW “ANDY” KUSTES VP Technology 8% Class

B Member Date: _____

LERONIUS “LEE” MARSHALL VP Business

Development 8% Class B Member Date: _____

WITNESS:

Name: _____

Date:

COMPANY INFORMATION

DOZIER HOLDINGS GROUP, LLC Tax ID: 88-3846539

ATHLYNX AI CORPORATION Delaware File #: 10466490

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