

FOUNDERS' AGREEMENT FOR REGLA

(Draft – Non-Binding Memorandum of Understanding)

1. Purpose and Vision

1.1. Company Purpose

Regla is being developed to automate the preparation of compliance documentation required for operating a software-as-a-medical-device company in Denmark and the EU.

1.2. Guiding Principles and Aspirations

We commit to operating transparently and collaboratively for the long-term success of Regla. Our aim is not only to build a successful company but also to share the rewards with everyone involved. We aspire that, at a successful exit, every team member will share significantly in the company's success.

2. Equity Ownership and Vesting

2.1. Initial Equity Split

Based on current contributions and roles, the founders agree to the following initial equity allocation (subject to further discussion and final agreement):

- **Emil Timmreck Pedersen (CEO):** 1/3
- **Anton (CPO):** 1/3
- **Yuri (CTO):** 1/3

2.2. Vesting Schedule and Effective Dates

- **Emil Timmreck Pedersen (CEO):** Vesting began on 15 of August 2024.
- **Anton:** Vesting begins on April 1 2025.
- **Yuri:** Vesting begins on April 1 2025.

All equity will vest over a two-year period with a one-year cliff. This means that if any founder departs before one year of full-time service, no equity is earned, and thereafter vesting will occur on a monthly (or quarterly, as agreed) basis over the remaining term. In the event of a company sale or a liquidity event, acceleration provisions may be triggered as further negotiated.

2.3. Future Dilution

Founders acknowledge that, as Regla raises additional funds and establishes the Employee Stock Option Plan (ESOP), existing equity will be subject to dilution. Adjustments related to these future events will be made fairly and in full transparency.

3. Roles, Responsibilities, and Commitment

3.1. Founders' Roles

- **Emil (CEO):** Responsible for overall Go-To-Market Strategy, Business Operations, fundraising. Initial AI development.
- **Anton (Technical Product Team):** Responsible for the development of the backend of the IT Solution, Developing the AI, and aiding in accessing the compliance documentation.
- **Yuri (Technical Product Team):** Responsible for overall product vision, software architecting, and front-end development and integration tasks.

3.2. Changes in Commitment

Should any founder's role or level of commitment change over time (for example, transitioning from full-time to part-time), the vesting start date, equity considerations, and responsibilities will be reviewed and, if needed, adjusted by mutual agreement.

4. Compensation and Financial Considerations

4.1. Salary Expectations

- **Pre-Funding Stage:**
 - **Emil Timmreck Pedersen and Anton:** Each will receive a salary of 27,000 DKK per month while operating under the current conditions.
 - **Yuri:** Will not receive a salary until he joins full time following the securing of funding.
- **Post-Funding Stage (Upon Yuri's Full-Time Joining):**
 - **Emil Timmreck Pedersen and Anton:** Salary will increase to 45,000 DKK per month.
 - **Yuri:** Salary will be set at 55,000 DKK per month.

Note: These salary figures are intended as initial guidelines. The financial success and cash flow of the company will ultimately determine salary levels. The company is committed to paying salaries to founders only within the limits of available funds.

4.2. Runway Requirement

We agree that Regla should always strive to maintain at least one half a year worth of operational funding (a minimum of 6 months of runway) to ensure stability and the ability to meet ongoing commitments.

5. Decision-Making and Control

5.1. CEO decision deadlock-breaking Authority

All major decisions shall be determined by a majority vote of the founders. In the event that no majority consensus is reached—such as when a vote results in a deadlock, or tie—the CEO shall have the final decision-making authority, and their decision will be binding on all parties.

6. Dispute Resolution and Fair Market Value Determination

6.1. Internal Resolution

All founders agree to resolve disputes in good faith through structured discussions.

6.2. Mediation and Arbitration

If structured discussions under Section 6.1 do not yield a resolution within one week, the founders shall convene a brief, formal pre-vote meeting to clarify and document their positions. Immediately following this meeting, a vote shall be taken. In the event of a tie, the CEO's vote shall break the deadlock or tie; however, if two-thirds of the founders vote against the CEO's position, that majority decision shall prevail.

6.3. Exit and Buy-Sell Provisions

In the event a founder wishes to exit due to irreconcilable differences or other reasons:

- The departing founder must provide written notice outlining the reasons for leaving.
- The remaining founders will have a right of first refusal to purchase the departing founder's equity.
- **Determining Fair Market Value:** The purchase price for the departing founder's shares will be determined by an independent third-party appraisal. The appraiser will be mutually agreed upon by all founders before such an event. If any disagreements about the process arise, the decision of the independent appraiser will be final and binding.

7. Exit, Termination, and Change in Involvement

7.1. Voluntary Exit

A founder wishing to leave must provide written notice. The exit process will involve:

- Reviewing any outstanding obligations (such as intellectual property assignments and confidentiality commitments).
- Implementing the buyback clause as described in Section 6.3.

7.2. Involuntary Exit

If a founder is unable or unwilling to meet their responsibilities (due to performance issues, breach of agreement, etc.), the remaining founders, by unanimous decision, may initiate an exit process under similar terms as outlined in Section 6.3.

7.3. Review of Roles and Equity Adjustments

Should there be changes in a founder's role or level of involvement, the terms of equity, vesting, and responsibilities may be revisited and adjusted by mutual agreement.

8. Intellectual Property (IP) and Confidentiality

8.1. IP Ownership

All intellectual property developed by any founder in connection with Regla will belong to the company. Each founder agrees to assign all related rights to Regla.

8.2. Confidentiality

All founders agree to keep proprietary and sensitive information confidential. This obligation will remain in effect even after a founder leaves the company.

9. Future Fundraising and Investor Considerations

9.1. Preparation for External Investment

As Regla seeks funding from venture capitalists or business angels, all founders will cooperate with due diligence processes. Adjustments to governance or equity structures may be made at that time to meet investor requirements.

9.2. Impact on Equity and Governance

Founders acknowledge that future funding rounds and the establishment of the ESOP may affect current equity and decision-making processes. All such changes will be managed transparently and fairly.

9.3. Drag-Along Clause

In the event that an acquisition offer is made for Regla, and at least two-thirds (2/3) of the founders approve the sale, the remaining founder(s) shall be required to sell their shares under the same terms and conditions as agreed upon by the approving founders. This clause ensures alignment in decision-making and prevents individual founders from blocking a strategic exit that benefits the company and its shareholders.

10. Employee Stock Option Plan (ESOP)

10.1. Reservation of Equity

Regla will reserve 10% of its fully diluted shares for an Employee Stock Option Plan. This pool is intended to attract, retain, and reward key employees and advisors.

10.2. Plan Details and Implementation

The specific terms of the ESOP, including vesting schedules, allocation, and exercise conditions, will be determined later in accordance with Danish law and as approved by the company's board. This reserved pool is central to our commitment to rewarding the team for their contributions.

11. Dual-Class Share Structure (Founders' Enhanced Voting Rights)

The founders intend to pursue a dual-class share structure in which shares held by the founders (including the CEO) will carry enhanced voting rights relative to other classes of shares. This structure is designed to safeguard the long-term vision and strategic direction of Regla by ensuring that the founders' decision-making authority is preserved—even as we raise capital and bring on additional shareholders. We acknowledge that the implementation of such a structure will be subject to Danish company law and regulatory approval, but it remains a strategic priority to maintain the autonomy necessary to execute our vision.

12. Amendments and Governing Law

12.1. Amendments

Any changes to this Agreement must be made in writing and signed by all founders.

13. Non-Binding Nature and Future Legal Documentation

This document reflects our current intentions and understandings and is non-binding. It serves as a basis for further discussions and will be formalized into a legally binding document with the assistance of legal counsel as Regla reaches key milestones (such as accelerator participation and securing external funding).

14. Founders' Health Insurance Benefit

Regla intends to cover the annual premium for the Danish add-on private health insurance offered by PFA for its founders, taking advantage of tax benefits and supporting the company's long-term success. This benefit, available to founders who hold a pension with PFA, is designed to ensure we have enhanced health coverage.

15. Signatures

By signing below, each founder acknowledges that they have read, understood, and agree to the principles and terms outlined in this updated draft.

Emil Timmreck Pedersen (CEO):

Name: _____

Signature: _____

Date: _____

Anton (Automation Engineer):

Name: _____

Signature: _____

Date: _____

Yuri (Software Engineer):

Name: _____

Signature: _____

Date: _____