

FOUNDER EQUITY AGREEMENT

This Founder Equity Agreement ("Agreement") is made and entered into as of January 1, 2023, by and between the undersigned founders of ControlSync Solutions, a Texas corporation (the "Company").

1. DEFINITIONS

1.1 "Founder" shall mean each individual who has signed this Agreement and is a founding member of ControlSync Solutions.

1.2 "Equity" shall mean the ownership interest in the Company represented by common stock.

1.3 "Vesting Period" shall mean the four-year period during which Founders' equity interests become incrementally earned.

2. EQUITY ALLOCATION

2.1 Initial Equity Distribution The initial equity distribution among the Founders shall be as follows:

- Marcus Reyes: 35% (Chief Executive Officer)
- Elena Chen: 30% (Chief Technology Officer)
- David Rodriguez: 25% (Chief Product Officer)
- Samuel Kim: 10% (Chief Operations Officer)

3. VESTING SCHEDULE

3.1 Standard Vesting All Founder equity shall vest according to the following schedule: - 25% vests after the first year of continuous service - Remaining 75% vests monthly over the subsequent three years - Vesting is contingent upon continuous employment with ControlSync Solutions

4. TRANSFER RESTRICTIONS

4.1 Founder Shares No Founder may transfer, sell, assign, pledge, or otherwise encumber their equity interests without unanimous written consent from all other Founders.

4.2 Right of First Refusal In the event a Founder wishes to transfer shares, other Founders shall have the right to purchase such shares proportionally to their existing ownership.

5. ACCELERATION PROVISIONS

5.1 Involuntary Termination In the event of involuntary termination without cause, the Founder shall retain pro-rata vested equity as of the termination date.

5.2 Change of Control Upon a change of control event, all unvested equity shall immediately vest for Founders.

6. REPURCHASE RIGHTS

6.1 Company Repurchase The Company retains the right to repurchase unvested shares at the original purchase price in the event of a Founder's departure.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 IP Assignment All intellectual property developed during employment is assigned exclusively to ControlSync Solutions.

7.2 Confidentiality Obligations Founders agree to maintain strict confidentiality regarding Company trade secrets and proprietary information indefinitely.

8. DISPUTE RESOLUTION

8.1 Arbitration Any disputes arising from this Agreement shall be resolved through binding arbitration in Travis County, Texas.

9. MISCELLANEOUS PROVISIONS

9.1 Governing Law This Agreement shall be governed by the laws of the State of Texas.

9.2 Amendment Any modifications must be made in writing and signed by all Founders.

SIGNATURE BLOCK

By signing below, each Founder acknowledges understanding and acceptance of all terms:

Marcus Reyes Signature: _____ Date: January 1, 2023

Elena Chen Signature: _____ Date: January 1, 2023

David Rodriguez Signature: _____ Date: January 1, 2023

Samuel Kim Signature: _____ Date: January 1, 2023

Witnessed by: Corporate Secretary Signature: _____ Date: January 1, 2023