

FOUNDER'S EQUITY ALLOCATION MEMORANDUM

CONFIDENTIAL DOCUMENT

NEXUS INTELLIGENT SYSTEMS, INC.

A Delaware Corporation

PRELIMINARY STATEMENT

This Founder's Equity Allocation Memorandum ("Memorandum") is executed this 22nd day of January, 2024, by and among the Founders of Nexus Intelligent Systems, Inc. (the "Company"), a Delaware corporation with principal offices located at 1200 Technology Park Drive, San Jose, California 95134.

1. DEFINITIONS

1 "Founders" shall mean the original incorporators and initial equity holders of the Company as of the incorporation date of March 15, 2018.

2 "Restricted Stock Units" or "RSUs" shall mean conditional rights to receive shares of Company common stock subject to specified vesting conditions.

3 "Cliff Vesting" shall mean an initial period during which no equity is earned, followed by a substantial initial vesting event.

2. FOUNDING EQUITY ALLOCATION

1 Initial Equity Distribution

The Company's founding equity shall be allocated as follows:

a) Dr. Elena Rodriguez (CEO): 35% (3,500,000 shares)

- Founder and Chief Executive Officer
- Primary strategic vision and market development

b) Michael Chen (CTO): 30% (3,000,000 shares)

- Chief Technology Officer
- Primary technical architecture and product development

c) Sarah Williamson (Chief Strategy Officer): 20% (2,000,000 shares)

- Chief Strategy Officer
 - Business operations and strategic partnerships
- d) Additional Key Early Employees: 15% (1,500,000 shares)
- Reserved for critical early-stage talent recruitment

3. VESTING SCHEDULE

1 Standard Vesting Terms

All founder equity shall be subject to the following vesting schedule:

- a) 25% of allocated shares shall vest after the initial 12-month "cliff" period
- b) Remaining shares shall vest proportionally over a 48-month period
- c) Accelerated vesting provisions apply in cases of:
 - Involuntary termination without cause
 - Change of control transaction
 - Fundamental corporate restructuring

4. TRANSFER RESTRICTIONS

1 Equity Transfer Limitations

Founders agree to the following transfer restrictions:

- a) No unrestricted transfers of equity are permitted during the initial 48-month period
- b) Transfers require unanimous board approval
- c) Right of first refusal granted to the Company for all potential equity transfers

5. REPURCHASE RIGHTS

1 Mandatory Repurchase Conditions

The Company retains mandatory repurchase rights under the following circumstances:

- a) Voluntary resignation prior to full vesting
- b) Termination for cause
- c) Breach of confidentiality or non-compete agreements

6. DILUTION PROTECTION

1 Anti-Dilution Provisions

Founders shall be entitled to pro-rata protection against future equity issuances that might materially impact their percentage ownership.

7. REPRESENTATIONS AND WARRANTIES

1 Each Founder represents and warrants that:

- a) They have full legal capacity to enter this agreement
- b) Their equity allocation does not violate any prior contractual obligations
- c) All disclosed information is true and accurate to the best of their knowledge

8. MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Entire Agreement

This document constitutes the entire understanding between the parties regarding founder equity allocation.

SIGNATURE BLOCK

IN WITNESS WHEREOF, the undersigned Founders have executed this Memorandum as of the date first above written.

Dr. Elena Rodriguez, CEO

Michael Chen, CTO

Sarah Williamson, Chief Strategy Officer

Approved by Board Resolution: January 22, 2024