

FOUNDER'S EQUITY VESTING SCHEDULE

PREAMBLE

THIS FOUNDER'S EQUITY VESTING SCHEDULE (the "Schedule") is adopted by Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), effective as of January 22, 2024.

1. DEFINITIONS

1 "Founder" shall mean each of the following key personnel who have received equity grants in the Company:

- a) Dr. Elena Rodriguez, Chief Executive Officer
- b) Michael Chen, Chief Technology Officer
- c) Sarah Williamson, Chief Strategy Officer

2 "Vesting Commencement Date" means the original date of each Founder's initial equity grant, being March 15, 2018.

3 "Cliff Period" means the initial twelve (12) month period during which no equity shall vest.

2. EQUITY VESTING TERMS

1 Standard Vesting Schedule

Each Founder's equity grant shall vest according to the following schedule:

- a) 25% of total granted shares shall vest after the twelve (12) month Cliff Period
- b) The remaining 75% shall vest in equal quarterly installments over three (3) subsequent years
- c) Vesting shall occur on the last day of each calendar quarter following the Cliff Period

2 Accelerated Vesting Conditions

Notwithstanding the standard vesting schedule, accelerated vesting shall occur under the following circumstances:

- a) Change of Control Event: 100% immediate vesting
- b) Involuntary Termination without Cause: Pro-rata vesting based on time served
- c) Permanent Disability: 100% immediate vesting

3. FORFEITURE PROVISIONS

1 Voluntary Resignation

If a Founder voluntarily resigns prior to full vesting:

- a) Unvested shares shall be immediately repurchased by the Company
- b) Repurchase price shall be the lower of:
 - i. Original grant price
 - ii. Fair market value at time of repurchase

2 Termination for Cause

In the event of termination for cause, all unvested shares shall be immediately forfeited.

4. TRANSFER RESTRICTIONS

1 No Founder shall sell, assign, transfer, pledge, hypothecate, or otherwise dispose of any unvested shares.

2 Vested shares may be transferred subject to:

- a) Right of first refusal by the Company
- b) Compliance with securities laws
- c) Approval by the Board of Directors

5. TAX CONSIDERATIONS

1 Each Founder acknowledges responsibility for their individual tax obligations arising from equity grants.

2 The Company recommends independent tax counsel consultation.

6. MISCELLANEOUS PROVISIONS

1 This Schedule shall be governed by Delaware law.

2 Any modifications require unanimous written consent of the Board of Directors.

7. ACKNOWLEDGMENT

By signing below, each Founder acknowledges receipt, understanding, and acceptance of the terms herein.

SIGNATURES

Dr. Elena Rodriguez Date

Michael Chen Date

Sarah Williamson Date

CORPORATE APPROVAL

Board Secretary Date

8. DISCLAIMER

This document represents a binding legal agreement. Founders are advised to seek independent legal counsel prior to execution.