

FOUNDER RESTRICTED STOCK AGREEMENT

THIS FOUNDER RESTRICTED STOCK AGREEMENT (the "Agreement") is made and entered into as of January 22, 2024, by and between Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), and [Founder Name] (the "Founder").

RECITALS

WHEREAS, the Founder is a key employee and founding member of the Company;

WHEREAS, the Company desires to incentivize the Founder's long-term commitment through a restricted stock award;

WHEREAS, this Agreement sets forth the terms and conditions of the Founder's restricted stock grant;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Restricted Stock" shall mean the shares of common stock of the Company granted to the Founder subject to the restrictions and conditions set forth in this Agreement.

2 "Vesting Period" shall mean the period during which the Restricted Stock becomes non-forfeitable according to the schedule outlined in Section 3.

3 "Cause" shall mean:

- (a) Conviction of a felony;
- (b) Willful misconduct or gross negligence in performance of duties;
- (c) Material breach of this Agreement or Company policies;
- (d) Fraud or intentional misappropriation of Company assets.

2. GRANT OF RESTRICTED STOCK

1 The Company hereby grants to the Founder [X] shares of common stock, subject to the restrictions and conditions set forth herein.

2 The fair market value of the Restricted Stock shall be determined as of the date of grant based on the most recent 409A valuation of the Company's common stock.

3. VESTING SCHEDULE

1 The Restricted Stock shall vest according to the following schedule:

- (a) 25% of shares vest after 12 months of continuous service
- (b) An additional 6.25% of shares vest quarterly thereafter
- (c) Full vesting occurs after 48 months of continuous service

2 Vesting shall be contingent upon the Founder's continuous employment with the Company.

4. FORFEITURE PROVISIONS

1 Involuntary Termination Without Cause

- (a) If the Founder is terminated without Cause, vested shares shall remain owned
- (b) Unvested shares shall be forfeited pro-rata based on time of service

2 Voluntary Resignation

- (a) If the Founder voluntarily resigns before full vesting, unvested shares shall be forfeited
- (b) Vested shares shall remain owned by the Founder

3 Termination for Cause

- (a) All unvested and vested shares may be repurchased by the Company
- (b) Repurchase price shall be the lower of original grant price or fair market value

5. TRANSFER RESTRICTIONS

1 The Restricted Stock may not be sold, transferred, pledged, or hypothecated during the vesting period.

2 Any attempt to transfer shares in violation of this Agreement shall be void and result in immediate forfeiture.

6. TAX CONSIDERATIONS

1 The Founder acknowledges responsibility for any tax implications arising from the Restricted Stock grant.

2 The Company makes no representations regarding tax consequences and recommends independent tax counsel.

7. REPRESENTATIONS AND WARRANTIES

1 The Founder represents and warrants:

- (a) Full legal capacity to enter this Agreement
- (b) No conflicting obligations with prior employers
- (c) Compliance with all Company policies and agreements

8. MISCELLANEOUS PROVISIONS

1 Governing Law: This Agreement shall be governed by Delaware law.

2 Entire Agreement: This document constitutes the entire understanding between parties.

3 Amendment: No modification shall be effective without written consent of both parties.

9. SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties have executed this Restricted Stock Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

FOUNDER

[Founder Signature]

[Founder Name]

Dated: January 22, 2024