

FOUNDER'S EQUITY ALLOCATION AGREEMENT

PREAMBLE

THIS FOUNDER'S EQUITY ALLOCATION AGREEMENT (the "Agreement") is executed on January 22, 2024, by and between the undersigned founders of Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company").

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. was incorporated on March 15, 2018, with the purpose of developing advanced AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, the Founders have collectively contributed to the establishment and growth of the Company;

WHEREAS, it is essential to establish a clear and equitable framework for equity allocation among the Founders;

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

1. DEFINITIONS

1 "Founders" shall mean the original shareholders and key contributors to the Company's formation and initial development.

2 "Vesting Schedule" means the timeline and conditions under which Founder equity becomes fully owned and non-transferable.

3 "Good Departure" means a voluntary or involuntary separation from the Company that does not involve misconduct or breach of fiduciary duties.

2. FOUNDER EQUITY ALLOCATION

1 Initial Equity Distribution

The initial equity allocation shall be as follows:

a) Dr. Elena Rodriguez (CEO): 35%

- b) Michael Chen (CTO): 30%
- c) Sarah Williamson (Chief Strategy Officer): 25%
- d) Reserved for Future Key Hires: 10%

2 Vesting Conditions

(a) Standard Four-Year Vesting

- 25% of allocated shares vest after the first year of continuous service
- Remaining shares vest monthly over the subsequent 36 months
- Vesting is contingent upon continued employment and material contribution to the Company

(b) Accelerated Vesting Provisions

- Full acceleration of unvested shares in the event of:
 - i. Involuntary termination without cause
 - ii. Constructive termination
 - iii. Change of control transaction

3. TRANSFER RESTRICTIONS

1 Founder shares are subject to the following transfer restrictions:

- (a) No founder may transfer, sell, assign, pledge, or otherwise encumber their equity without unanimous written consent of the Board of Directors.
- (b) Right of First Refusal: The Company shall have the first right to repurchase any shares a Founder wishes to transfer.

2 Repurchase Rights

- (a) In the event of a Founder's departure, the Company may repurchase unvested shares at the original purchase price.
- (b) For vested shares, repurchase price shall be determined by the most recent 409A valuation.

4. 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 agreements
- (c) They will execute all necessary documents to effectuate the equity allocation

5. DISPUTE RESOLUTION

1 Arbitration

Any disputes arising from this Agreement shall be resolved through binding arbitration in Delaware, conducted by a single arbitrator under the rules of the American Arbitration Association.

6. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement 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 and supersedes all prior agreements.

3 Amendment

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

7. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Founder's Equity Allocation Agreement as of the date first above written.

Founders:

Dr. Elena Rodriguez

Date: January 22, 2024

Michael Chen

Date: January 22, 2024

Sarah Williamson

Date: January 22, 2024

Witnessed by:

Corporate Secretary

Nexus Intelligent Systems, Inc.