

Executive Compensation and Equity Allocation Document

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PARTIES

This Executive Compensation and Equity Allocation Document (the "Document") is entered into by and between:

Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (the "Company")

And the Executive Officers listed in Schedule A hereto (individually an "Executive" and collectively the "Executives")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services and predictive analytics company;

WHEREAS, the Company seeks to attract, retain, and appropriately incentivize key executive leadership through competitive compensation and equity allocation strategies;

WHEREAS, this Document establishes the comprehensive framework for executive compensation and equity rights;

1. DEFINITIONS

1 "Base Compensation" shall mean the annual fixed salary paid to an Executive, exclusive of bonuses, equity grants, or other variable compensation.

2 "Equity Grant" shall mean the allocation of restricted stock units (RSUs) or stock options granted to an Executive as part of their total compensation package.

3 "Performance Metrics" shall mean the quantitative and qualitative benchmarks used to determine bonus and equity vesting eligibility.

2. BASE COMPENSATION STRUCTURE

1 Executive Base Salary Levels

- CEO: \$325,000 per annum

- CTO: \$285,000 per annum
- Chief Strategy Officer: \$265,000 per annum
- Other Named Executives: As detailed in Schedule A

2 Annual Salary Adjustment

Base compensation shall be reviewed annually, with potential adjustments based on:

- Individual performance
- Company financial performance
- Market compensation benchmarks for comparable technology enterprises

3. EQUITY ALLOCATION FRAMEWORK

1 Initial Equity Grant

Upon execution of this Document, Executives shall receive:

- CEO: 175,000 RSUs
- CTO: 125,000 RSUs
- Chief Strategy Officer: 100,000 RSUs
- Other Named Executives: As detailed in Schedule A

2 Vesting Schedule

All equity grants shall follow a four-year vesting schedule with a one-year cliff:

- 25% of total grant vests after 12 months of continuous employment
- Remaining 75% vests quarterly over subsequent 36 months
- Accelerated vesting may apply in cases of change of control or involuntary termination

4. PERFORMANCE BONUS STRUCTURE

1 Annual Performance Bonus

Executives shall be eligible for annual performance bonuses based on:

- Company revenue achievement
- Individual departmental performance
- Strategic objective completion

2 Bonus Calculation Methodology

- Target bonus range: 20-40% of base compensation

- Specific bonus percentages detailed in Schedule A
- Bonuses paid in cash, subject to standard tax withholdings

5. EQUITY TRANSFER AND RESTRICTIONS

1 Transfer Limitations

Executives may not transfer, sell, or hypothecate granted equity without prior written Board approval.

2 Clawback Provisions

The Company reserves the right to rescind or clawback equity grants in cases of:

- Material financial misstatement
- Violation of company policies
- Engagement in competitive activities

6. TERMINATION PROVISIONS

1 Termination Without Cause

In event of termination without cause, pro-rated equity and bonus considerations shall apply as detailed in individual employment agreements.

2 Voluntary Resignation

Vesting shall cease immediately upon voluntary resignation, with treatment of unvested equity as specified in individual agreements.

7. MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Entire Agreement

This Document supersedes all prior compensation agreements and represents the complete understanding between the Company and Executives.

EXECUTION

IN WITNESS WHEREOF, the parties have executed this Document as of January 22, 2024.

[Signature Blocks]

Dr. Elena Rodriguez, CEO

Nexus Intelligent Systems, Inc.

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