

FOUNDING SHAREHOLDER AGREEMENT

PREAMBLE

THIS FOUNDING SHAREHOLDER AGREEMENT (the "Agreement") is executed on January 22, 2024, by and among the founding shareholders of Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company").

ARTICLE I: DEFINITIONS

1 "Founding Shareholders" shall mean the original equity holders of the Company as of the date of this Agreement, specifically:

- a) Dr. Elena Rodriguez
- b) Michael Chen
- c) Sarah Williamson
- d) David Nakamura
- e) Dr. Rajesh Patel

2 "Shares" shall mean the common stock of the Company as issued to the Founding Shareholders at the time of incorporation.

3 "Transfer Restrictions" shall mean the limitations on share transferability as outlined in Article III of this Agreement.

ARTICLE II: FOUNDING SHAREHOLDER REPRESENTATIONS

1 Equity Ownership

Each Founding Shareholder represents and warrants that their current equity ownership in the Company is as follows:

- a) Dr. Elena Rodriguez: 28%
- b) Michael Chen: 22%
- c) Sarah Williamson: 18%
- d) David Nakamura: 17%
- e) Dr. Rajesh Patel: 15%

2 Representations and Warranties

Each Founding Shareholder hereby represents and warrants that:

- (a) They have full legal capacity to enter into this Agreement
- (b) Their equity ownership has been validly issued and is free of any encumbrances
- (c) They have disclosed all material information regarding their involvement with the Company

ARTICLE III: TRANSFER RESTRICTIONS

1 Right of First Refusal

Any Founding Shareholder proposing to sell or transfer their shares must first offer such shares to the remaining Founding Shareholders on a pro-rata basis at the current fair market value.

2 Vesting Conditions

Founding Shareholders' shares shall be subject to the following vesting schedule:

- (a) 25% of shares vest immediately upon execution
- (b) 25% vest after two years of continuous service
- (c) 25% vest after three years of continuous service
- (d) Remaining 25% vest after four years of continuous service

3 Involuntary Transfer Provisions

In the event of death, disability, or termination of employment, share transfer rights shall be governed by the following:

- (a) Death: Shares may be transferred to designated beneficiaries
- (b) Disability: Shares remain subject to original vesting schedule
- (c) Termination: Unvested shares shall be repurchased by the Company at par value

ARTICLE IV: GOVERNANCE AND MANAGEMENT

1 Board Composition

The initial Board of Directors shall consist of:

- (a) Dr. Elena Rodriguez
- (b) Michael Chen
- (c) One independent director mutually agreed upon

2 Voting Rights

Each share shall be entitled to one vote on all matters submitted to shareholders.

3 Drag-Along and Tag-Along Rights

(a) Drag-Along: If 75% of Founding Shareholders approve a sale, minority shareholders must participate

(b) Tag-Along: Minority shareholders may participate proportionally in any major sale transaction

ARTICLE V: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1 IP Assignment

All intellectual property developed during employment or engagement with the Company shall be exclusively owned by Nexus Intelligent Systems, Inc.

2 Confidentiality Obligations

Founding Shareholders agree to perpetual confidentiality regarding:

(a) Trade secrets

(b) Customer information

(c) Strategic business plans

(d) Technical developments

ARTICLE VI: DISPUTE RESOLUTION

1 Arbitration

Any disputes arising from this Agreement shall be resolved through binding arbitration in Delaware, with each party bearing their own legal costs.

ARTICLE VII: MISCELLANEOUS PROVISIONS

1 Amendments

This Agreement may only be amended with unanimous written consent of all Founding Shareholders.

2 Governing Law

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

SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have executed this Founding Shareholder Agreement as of the date first above written.

Dr. Elena Rodriguez

Michael Chen

Sarah Williamson

David Nakamura

Dr. Rajesh Patel

Witnessed by:

Corporate Legal Counsel

Nexus Intelligent Systems, Inc.