

FOUNDER'S RESTRICTED STOCK AGREEMENT

THIS 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 Dr. Elena Rodriguez, an individual residing at [REDACTED] (the "Founder").

RECITALS

WHEREAS, the Company is engaged in the business of providing advanced AI-powered predictive maintenance and digital transformation solutions for enterprise clients;

WHEREAS, Dr. Elena Rodriguez is a founder and the Chief Executive Officer of the Company;

WHEREAS, the Company desires to incentivize the Founder's continued commitment and service through the issuance of restricted stock;

WHEREAS, this Agreement sets forth the terms and conditions of the 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 issued 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 specified herein.

3 "Cause" shall mean:

- (a) Conviction of a felony or a crime involving moral turpitude;
- (b) Willful misconduct or gross negligence in the performance of duties;
- (c) Material breach of this Agreement or the Company's policies;
- (d) Unauthorized disclosure of confidential information.

2. GRANT OF RESTRICTED STOCK

1 The Company hereby grants to the Founder 250,000 shares of common stock, subject to the

restrictions and conditions set forth in this Agreement.

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 the shares shall vest on the first anniversary of the grant date;
- (b) An additional 6.25% shall vest quarterly thereafter over the subsequent three years;
- (c) Vesting is contingent upon continuous service as CEO of the Company.

2 Accelerated Vesting Provisions:

- (a) In the event of a Change of Control, 100% of the Restricted Stock shall immediately vest;
- (b) In the event of the Founder's death or permanent disability, 50% of the then-unvested shares shall immediately vest.

4. TRANSFER RESTRICTIONS

1 The Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated until fully vested.

2 Any attempt to transfer unvested shares shall result in immediate forfeiture to the Company.

5. FORFEITURE PROVISIONS

1 If the Founder's employment with the Company terminates for any reason, unvested Restricted Stock shall be immediately forfeited.

2 In the event of termination for Cause, all Restricted Stock, whether vested or unvested, shall be forfeited.

6. TAX CONSIDERATIONS

1 The Founder acknowledges that there may be significant tax implications associated with the Restricted Stock grant and agrees to consult with independent tax counsel.

2 The Founder shall be responsible for any tax withholding obligations arising from the grant or vesting of Restricted Stock.

7. REPRESENTATIONS AND WARRANTIES

1 The Founder represents and warrants that:

- (a) They have the legal capacity to enter into this Agreement;
- (b) The execution of this Agreement does not violate any existing agreements;
- (c) They will abide by all Company policies and confidentiality obligations.

8. MISCELLANEOUS PROVISIONS

1 Governing Law: This Agreement shall be governed by the laws of the State of Delaware.

2 Entire Agreement: This document constitutes the entire understanding between the parties regarding the Restricted Stock grant.

3 Amendment: Any modifications must be made in writing and signed by 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:

Michael Chen

Chief Technology Officer

FOUNDER:

Dr. Elena Rodriguez

Witnessed by:

Sarah Williamson

Chief Strategy Officer