

FOUNDER VESTING SCHEDULE AND CONDITIONS

PREAMBLE

THIS FOUNDER VESTING SCHEDULE AND CONDITIONS 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 the undersigned Founders.

1. DEFINITIONS

1 "Founders" shall mean the original founding members of the Company: Dr. Elena Rodriguez, Michael Chen, and Sarah Williamson.

2 "Vesting Period" shall mean the four (4) year period commencing from the Company's initial incorporation date of March 15, 2018.

3 "Cliff Period" shall mean the initial twelve (12) month period during which no equity shall vest.

4 "Accelerated Vesting Event" means (a) a Change of Control, (b) an initial public offering, or (c) involuntary termination without cause.

2. EQUITY VESTING SCHEDULE

1 Initial Equity Allocation

- Dr. Elena Rodriguez: 35% of Founder's Equity
- Michael Chen: 35% of Founder's Equity
- Sarah Williamson: 30% of Founder's Equity

2 Vesting Mechanics

(a) Following the Cliff Period, equity shall vest as follows:

- 25% of allocated shares vest after the first 12 months
- Remaining shares vest pro-rata monthly over subsequent 36 months

(b) Vesting is contingent upon continuous employment and material contribution to the Company's strategic objectives.

3. ACCELERATION PROVISIONS

1 Partial Accelerated Vesting

In the event of a Change of Control transaction with aggregate transaction value:

- Less than \$50 million: 50% of unvested shares immediately vest
- Between \$50-100 million: 75% of unvested shares immediately vest
- Greater than \$100 million: 100% of unvested shares immediately vest

2 Performance-Based Acceleration

Founders shall receive additional accelerated vesting upon achieving the following milestones:

- (a) \$25 million in annual recurring revenue
- (b) Successful Series C funding round
- (c) Strategic acquisition of a complementary AI technology platform

4. TRANSFER RESTRICTIONS

1 Transferability

No Founder may transfer, assign, pledge, or encumber any unvested shares without prior written consent of the Board of Directors.

2 Repurchase Rights

The Company retains the right to repurchase unvested shares at original issue price in the event of voluntary or involuntary termination.

5. FORFEITURE PROVISIONS

1 Termination Scenarios

- (a) Voluntary Resignation: Forfeiture of all unvested shares
- (b) Termination for Cause: Immediate forfeiture of all unvested and vested shares
- (c) Good Standing Departure: Pro-rata vesting based on time of service

6. COMPLIANCE AND GOVERNANCE

1 Compliance with Securities Laws

All equity grants and transfers shall comply with applicable securities regulations and the Company's equity incentive plan.

2 Board Discretion

The Board of Directors retains ultimate discretion in interpreting and implementing this Vesting Schedule.

7. 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 regarding founder equity vesting.

SIGNATURE BLOCK

EXECUTED as of the date first above written:

Dr. Elena Rodriguez

Founder & CEO

Michael Chen

Founder & CTO

Sarah Williamson

Founder & Chief Strategy Officer

Board Representative

Nexus Intelligent Systems, Inc.