
EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (this "Agreement") is entered into as of June 1, 2022 (the "Effective Date"), by and between:

DATAFLOW SYSTEMS, INC., a Delaware corporation with its principal place of business at 100 Innovation Drive, Palo Alto, California 94301 (the "Company")

and

JENNIFER MARTINEZ (the "Executive")

(each a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the Company desires to employ the Executive as its Chief Executive Officer, and the Executive desires to accept such employment, on the terms and conditions set forth herein;

WHEREAS, the Executive possesses valuable skills, knowledge, and experience that will benefit the Company; and

WHEREAS, the Parties wish to set forth the terms and conditions of the Executive's employment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1 - EMPLOYMENT AND DUTIES

1.1 Position. The Company hereby employs the Executive as its Chief Executive Officer ("CEO"), and the Executive hereby accepts such employment. The Executive shall report directly to the Board of Directors of the Company (the "Board").

1.2 Duties. The Executive shall have such duties and responsibilities as are customary for the CEO of a company of similar size and nature, including without limitation:

- (a) Overall management and direction of the Company's business operations;
- (b) Development and implementation of corporate strategy;
- (c) Leadership of the executive management team;
- (d) Investor relations and capital raising activities;
- (e) Representation of the Company to customers, partners, and the public; and
- (f) Such other duties as may be assigned by the Board from time to time.

1.3 Board Membership. During the Employment Term, the Executive shall serve as a member of the Board. The Executive agrees to resign from the Board promptly upon termination of employment for any reason.

1.4 Full-Time Commitment. The Executive shall devote substantially all of her business time, attention, skill, and efforts to the performance of her duties hereunder. Notwithstanding the foregoing, the Executive may:

- (a) Serve on civic or charitable boards with the prior approval of the Board;
- (b) Serve on the board of directors of up to one (1) for-profit company with the prior approval of the Board;
- (c) Manage personal investments; and
- (d) Engage in other activities approved by the Board;

provided that such activities do not materially interfere with the Executive's duties hereunder or create a conflict of interest.

1.5 Principal Place of Employment. The Executive's principal place of employment shall be the Company's headquarters in Palo Alto, California. The Executive acknowledges that the position requires significant domestic and international travel.

ARTICLE 2 - COMPENSATION

2.1 Base Salary. The Company shall pay the Executive an annual base salary of Four Hundred Fifty Thousand Dollars (\$450,000) ("Base Salary"), payable in accordance with the Company's standard payroll practices. The Base Salary shall be reviewed annually by the Board or its Compensation Committee and may be increased (but not decreased) in the Board's discretion.

2.2 Annual Bonus. The Executive shall be eligible to receive an annual cash bonus (the "Annual Bonus") with a target amount equal to seventy-five percent (75%) of her Base Salary (the "Target Bonus"). The actual Annual Bonus may range from zero percent (0%) to one hundred fifty percent (150%) of the Target Bonus based on achievement of performance goals established by the Board. The Annual Bonus shall be paid within thirty (30) days following the end of each fiscal year.

2.3 Equity Compensation.

(a) Initial Grant. Subject to approval by the Board, the Executive shall be granted an option to purchase 1,500,000 shares of the Company's Common Stock at an exercise price equal to the fair market value on the date of grant (the "Initial Option"). The Initial Option shall vest over four (4) years, with twenty-five percent (25%) vesting on the first anniversary of the Effective Date and the remainder vesting in equal monthly installments over the following thirty-six (36) months, subject to the Executive's continued employment.

(b) Annual Grants. The Executive shall be eligible to receive annual equity grants as determined by the Board in its discretion.

(c) Acceleration. In the event of a Change of Control (as defined below), and the Executive's employment is terminated without Cause or the Executive resigns for Good Reason within twelve (12) months following the Change of Control, one hundred percent (100%) of the Executive's unvested equity shall immediately vest and become exercisable.

2.4 Benefits. The Executive shall be entitled to participate in all employee benefit plans and programs made available to senior executives generally, including:

- (a) Health, dental, and vision insurance;
- (b) Life insurance and disability coverage;
- (c) 401(k) retirement plan with company matching;
- (d) Paid time off and holidays; and
- (e) Such other benefits as the Company may establish from time to time.

2.5 Expense Reimbursement. The Company shall reimburse the Executive for all reasonable business expenses incurred in the performance of her duties, in accordance with the Company's expense reimbursement policies.

2.6 Signing Bonus. Upon execution of this Agreement, the Company shall pay the Executive a one-time signing bonus of One Hundred Thousand Dollars (\$100,000), subject to applicable tax withholding. If the Executive voluntarily terminates her employment without Good Reason within twelve (12) months of the Effective Date, she shall repay the full amount of the signing bonus within thirty (30) days of termination.

ARTICLE 3 - TERM AND TERMINATION

3.1 Employment Term. The Executive's employment shall commence on the Effective Date and shall continue until terminated in accordance with this Article 3 (the "Employment Term").

3.2 Termination by the Company for Cause. The Company may terminate the Executive's employment at any time for Cause. "Cause" means:

- (a) The Executive's willful and material breach of this Agreement or any material Company policy;
- (b) The Executive's conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving fraud, dishonesty, or moral turpitude;
- (c) The Executive's willful misconduct or gross negligence in the performance of her duties that causes material harm to the Company;
- (d) The Executive's material failure to perform her duties after written notice and a thirty (30) day cure period;
- (e) The Executive's breach of fiduciary duty to the Company, including fraud, embezzlement, or misappropriation;
- (f) The Executive's material violation of any securities law or regulation; or
- (g) The Executive's willful failure to cooperate with a bona fide internal investigation or investigation by regulatory or law enforcement authorities.

Upon termination for Cause, the Executive shall be entitled only to: (i) accrued but unpaid Base Salary through the date of termination; (ii) any accrued but unused vacation; and (iii) reimbursement for expenses incurred prior to termination (collectively, the "Accrued Obligations").

3.3 Termination by the Company Without Cause. The Company may terminate the Executive's employment at any time without Cause upon thirty (30) days' written notice. Upon termination without

Cause, the Executive shall be entitled to:

- (a) The Accrued Obligations;
- (b) Continued payment of Base Salary for a period of twelve (12) months following the date of termination (the "Severance Period");
- (c) A pro-rata portion of the Annual Bonus for the year of termination, based on actual performance;
- (d) Continued health insurance coverage during the Severance Period, with the Company paying its share of premiums; and
- (e) Acceleration of vesting for all equity awards that would have vested during the Severance Period.

3.4 Termination by the Executive for Good Reason. The Executive may terminate her employment for Good Reason upon thirty (30) days' written notice, provided the Company has not cured the condition within thirty (30) days after receiving notice. "Good Reason" means:

- (a) A material reduction in the Executive's Base Salary or Target Bonus opportunity;
- (b) A material diminution in the Executive's duties, authority, or responsibilities;
- (c) A requirement that the Executive report to anyone other than the Board;
- (d) A relocation of the Executive's principal place of employment by more than fifty (50) miles; or
- (e) A material breach of this Agreement by the Company.

Upon termination for Good Reason, the Executive shall be entitled to the same benefits as upon termination without Cause.

3.5 Termination by the Executive Without Good Reason. The Executive may terminate her employment at any time without Good Reason upon sixty (60) days' written notice. Upon such termination, the Executive shall be entitled only to the Accrued Obligations.

3.6 Termination Due to Death or Disability. The Executive's employment shall terminate automatically upon her death. The Company may terminate the Executive's employment upon her Disability. "Disability" means the Executive's inability to perform the essential functions of her position, with or without reasonable accommodation, for a period of one hundred eighty (180) days in any twelve-month period, as determined by a physician selected by the Company. Upon termination due to death or Disability, the Executive (or her estate) shall be entitled to:

- (a) The Accrued Obligations;
- (b) A pro-rata portion of the Annual Bonus for the year of termination; and
- (c) Immediate vesting of all unvested equity awards.

3.7 Change of Control. "Change of Control" means:

- (a) The acquisition by any person or group of more than fifty percent (50%) of the voting power of the Company's outstanding securities;
- (b) A merger, consolidation, or similar transaction, unless immediately following such transaction, the stockholders of the Company immediately prior to such transaction hold more than fifty percent (50%) of

the voting power of the surviving entity;

(c) A sale of all or substantially all of the Company's assets; or

(d) A complete liquidation or dissolution of the Company.

3.8 Release. As a condition to receiving any severance benefits under this Agreement, the Executive must execute a general release of claims in a form acceptable to the Company within twenty-one (21) days following termination, and such release must become effective and irrevocable within sixty (60) days following termination.

ARTICLE 4 - RESTRICTIVE COVENANTS

4.1 Confidential Information. The Executive acknowledges that during her employment she will have access to confidential and proprietary information of the Company ("Confidential Information"). The Executive agrees to:

(a) Hold all Confidential Information in strict confidence;

(b) Not disclose Confidential Information to any third party without prior written authorization;

(c) Use Confidential Information only for the benefit of the Company; and

(d) Return all Confidential Information upon termination of employment.

4.2 Non-Competition. During the Employment Term and for a period of twelve (12) months following termination for any reason (the "Restricted Period"), the Executive shall not, directly or indirectly:

(a) Engage in any business that competes with the Company's business anywhere in the United States;

(b) Own, manage, operate, control, or participate in any competing business;

(c) Serve as an officer, director, employee, partner, consultant, or advisor to any competing business;
or

(d) Have any ownership interest in any competing business, except for passive investments of less than five percent (5%) in publicly traded companies.

4.3 Non-Solicitation of Employees. During the Restricted Period, the Executive shall not, directly or indirectly, solicit, recruit, or hire any employee of the Company, or encourage any employee to terminate employment with the Company.

4.4 Non-Solicitation of Customers. During the Restricted Period, the Executive shall not, directly or indirectly, solicit or divert any customer, client, or business partner of the Company to a competing business.

4.5 Inventions. All inventions, ideas, discoveries, and works of authorship created by the Executive during her employment that relate to the Company's business shall be the sole property of the Company. The Executive hereby assigns all such intellectual property to the Company and agrees to execute any documents necessary to perfect such assignment.

4.6 Enforcement. The Executive acknowledges that the restrictions in this Article 4 are reasonable and necessary to protect the Company's legitimate business interests. The Executive agrees that breach of these restrictions would cause irreparable harm to the Company, and the Company shall be entitled to injunctive relief in addition to any other remedies available at law or in equity.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

5.2 Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

5.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

5.4 Arbitration. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in San Francisco, California, administered by JAMS under its Employment Arbitration Rules.

5.5 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

5.6 Withholding. All payments under this Agreement shall be subject to applicable tax withholding.

5.7 Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code and shall be interpreted accordingly.

5.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

DATAFLOW SYSTEMS, INC.

By: _____
Michael Chen
Chairman of the Board of Directors

Date: June 1, 2022

EXECUTIVE

Jennifer Martinez

Date: June 1, 2022

EXHIBIT A
FORM OF RELEASE AGREEMENT
(Not Executed)

[Standard release agreement to be executed upon termination if required]

COMPENSATION SUMMARY

EXECUTIVE: Jennifer Martinez
TITLE: Chief Executive Officer
EFFECTIVE DATE: June 1, 2022

CASH COMPENSATION:

- Base Salary: \$450,000/year
- Target Bonus: 75% of Base Salary (\$337,500)
- Maximum Bonus: 150% of Target (\$506,250)
- Signing Bonus: \$100,000 (one-time)

EQUITY COMPENSATION:

- Initial Option Grant: 1,500,000 shares
- Exercise Price: Fair Market Value at Grant
- Vesting: 4-year vesting (25% cliff at Year 1)
- Acceleration: 100% on Change of Control + Termination

SEVERANCE (Without Cause / Good Reason):

- Salary Continuation: 12 months Base Salary
- Pro-Rata Bonus: Based on actual performance
- Benefits: 12 months health coverage
- Equity: Additional 12 months vesting

RESTRICTIVE COVENANTS:

- Non-Competition: 12 months post-termination
- Non-Solicitation: 12 months post-termination
- Confidentiality: Perpetual