

FOUNDER COLLABORATION & EQUITY VESTING AGREEMENT

EFFECTIVE DATE: JANUARY 15, 2026

THE COMPANY: NEXA DYNAMICS, INC. | A DELAWARE CORPORATION

Nexa Dynamics, Inc., a Delaware corporation to be formed in connection with this Agreement.

48 months, with a 12-month cliff and monthly vesting thereafter.

State of Delaware, without regard to conflict-of-laws principles.

This Founder Collaboration & Equity Vesting Agreement (the “Agreement”) is entered into as of January 15, 2026 (the “Effective Date”), by and among:

Nexa Dynamics, Inc., a corporation to be organized under the laws of the State of Delaware, with an anticipated principal place of business at 480 Harborview Terrace, Suite 210, Austin, TX 78701 (the “Company”); and

Maya Chen, an individual residing in Austin, Texas (“Chen”); **Daniel Osei**, an individual residing in Austin, Texas (“Osei”); and **Priya Ramanathan**, an individual residing in Seattle, Washington (“Ramanathan”), each a “Founder” and collectively the “Founders.”

The Company and the Founders may collectively be referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Founders have jointly conceived of, and wish to develop, a business providing autonomous inventory-reconciliation software for mid-market logistics operators, to be conducted through the Company (the “Business”);

WHEREAS, the Founders desire to memorialize their respective equity ownership, roles, and responsibilities, and to establish a vesting schedule under which their founder shares shall become non-forfeitable over time, so as to align long-term incentives and protect the Company against the departure of any Founder before their contribution to the Business is fully realized;

WHEREAS, each Founder has developed or will develop certain inventions, software, designs, and other intellectual property in connection with the Business, and the Parties intend that all such intellectual property be owned exclusively by the Company; and

WHEREAS, the Parties wish to set forth the governance procedures by which decisions of the Company will be made among the Founders prior to the appointment of an independent board of directors;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

Definitions

Section 1.1. “Cause”. means, with respect to a Founder, (i) conviction of, or a plea of guilty or no contest to, a felony or any crime involving fraud or moral turpitude; (ii) willful and continued failure to substantially perform reasonably assigned duties after written notice and a thirty (30) day cure period; (iii) material breach of this Agreement, the Proprietary Information and Inventions Assignment Agreement (as defined below), or any other agreement with the Company; or (iv) an act of fraud, embezzlement, or misappropriation of Company property or funds.

Section 1.2. “Good Reason”. means, with respect to a Founder, without such Founder’s written consent: (i) a material diminution in such Founder’s title, authority, or duties; (ii) a reduction in such Founder’s cash compensation, other than a reduction applied proportionately across all Founders; or (iii) relocation of the Company’s principal office by more than fifty (50) miles.

Section 1.3. “Vesting Commencement Date”. means January 15, 2026 for each Founder, unless otherwise indicated on Exhibit A.

Section 1.4. “Change of Control”. means (i) a merger or consolidation of the Company in which the Company’s stockholders immediately prior to such transaction hold, immediately after, less than fifty percent (50%) of the voting power of the surviving entity; or (ii) a sale of all or substantially all of the Company’s assets.

Section 1.5. “Shares”. means shares of the Company’s Common Stock issued to a Founder pursuant to this Agreement, together with any securities issued in respect thereof by way of stock split, dividend, or recapitalization.

ARTICLE II

Initial Equity Ownership

Section 2.1. Authorized Founder Shares. Upon its incorporation, the Company shall authorize and issue to the Founders an aggregate of 10,000,000 shares of Common Stock, par value \$0.0001 per share (the “Founder Shares”), allocated among the Founders as set forth in Table 1 below. Each Founder shall execute a Restricted Stock Purchase Agreement, in the form attached as Exhibit A, at a purchase price of \$0.0001 per share, payable by cash or services rendered to the Company prior to the Effective Date.

Table 1: Founder Capitalization Table

Founder	Role	Initial Shares	Ownership %
Maya Chen	Chief Executive Officer	4,200,000	42.0%
Daniel Osei	Chief Technology Officer	3,600,000	36.0%
Priya Ramanathan	Chief Product Officer	2,200,000	22.0%
Total		10,000,000	100.0%

Section 2.2. Basis of Allocation. The allocation set forth in Table 1 reflects the Founders' good-faith assessment of relative contributions to date, including pre-Effective-Date development work, capital contributed, and anticipated ongoing time commitment, consistent with prevailing practice for allocating founder equity at formation [3].

Section 2.3. Future Dilution. The Founders acknowledge that the percentages in Table 1 will be diluted by the Company's option pool and by future issuances of equity approved in accordance with Article VI (Governance). No Founder shall be entitled to anti-dilution protection with respect to Founder Shares.

Section 2.4. Reservation for Option Pool. Concurrently with the Company's first institutional financing, the Parties agree to reserve an option pool of up to fifteen percent (15%) of the Company's fully diluted capitalization for issuance to future employees, consultants, and advisors, with the precise size to be determined by unanimous agreement of the Founders in accordance with Section 6.2.

Section 2.5. No Additional Founder Issuances. Except as approved unanimously under Section 6.2, the Company shall not issue additional Founder Shares to any Founder, and no Founder shall be admitted as an additional "Founder" under this Agreement without the unanimous written consent of the other Founders.

ARTICLE III

Vesting Schedule

Section 3.1. Vesting Term. The Founder Shares issued to each Founder shall vest over forty-eight (48) months of continuous Service (as defined below) measured from such Founder's Vesting Commencement Date, subject to a twelve (12) month cliff as described in Section 3.2. "Service" means continuous full-time engagement by a Founder as an employee, officer, or director of the Company.

Section 3.2. One-Year Cliff. No Founder Shares shall vest prior to the first anniversary of the applicable Vesting Commencement Date. On such first anniversary, twenty-five percent (25%) of a Founder's Founder Shares shall vest immediately, provided such Founder remains in continuous Service through that date.

Section 3.3. Monthly Vesting Thereafter. Following the first anniversary of the Vesting Commencement Date, an additional one forty-eighth (1/48) of the total Founder Shares shall vest at the end of each successive calendar month of continuous Service, such that all Founder Shares shall be fully vested on the fourth anniversary of the Vesting Commencement Date, as illustrated in Figure 1.

Section 3.4. Repurchase Right. Any Founder Shares that have not vested as of the date a Founder's Service terminates for any reason ("Unvested Shares") shall remain subject to the Company's right to repurchase such Unvested Shares at the lower of (i) their original issue price or (ii) their then-current fair market value, exercisable by the Company within ninety (90) days of the termination of Service, as further described in Article IV.

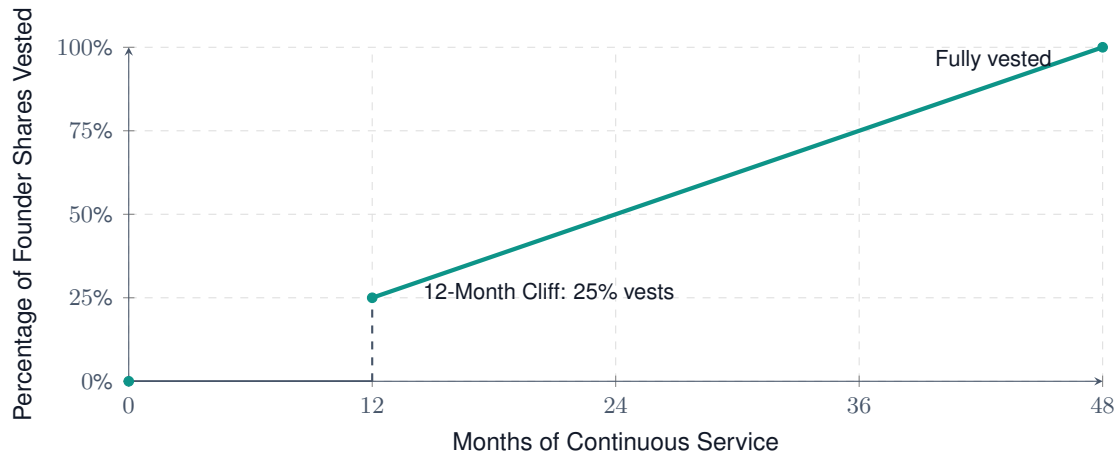


Figure 1: Standard Time-Based Vesting Curve (48-Month Term, 12-Month Cliff)

Section 3.5. Acceleration on Change of Control. Notwithstanding Section 3.3, if, within twelve (12) months following a Change of Control, a Founder’s Service is terminated by the Company (or its successor) without Cause, or by the Founder for Good Reason, fifty percent (50%) of such Founder’s then-unvested Founder Shares shall immediately vest as of the date of such termination (“double-trigger acceleration”). Vesting shall not accelerate solely upon the occurrence of a Change of Control.

Section 3.6. Leave of Absence. Vesting shall continue to accrue during a Founder’s approved parental, medical, or short-term leave of absence of up to twelve (12) weeks in any twelve-month period. Vesting shall be suspended, but not forfeited, for any approved leave exceeding this period, and shall resume upon the Founder’s return to active Service.

ARTICLE IV

Termination and Leaver Provisions

Section 4.1. Classification. Upon termination of a Founder’s Service, such Founder shall be classified as either a “Good Leaver” or a “Bad Leaver” in accordance with Table 2, which classification shall determine the Company’s treatment of such Founder’s vested and unvested Founder Shares.

Table 2: Leaver Classification and Share Treatment

Classification	Triggering Events	Treatment of Shares
Good Leaver	Death; permanent disability; termination without Cause; resignation for Good Reason	Vested Shares retained in full. Unvested Shares repurchased by the Company at par value (\$0.0001/share).
Bad Leaver	Termination for Cause; voluntary resignation without Good Reason within the first 24 months	Vested and Unvested Shares both subject to repurchase by the Company at the lower of fair market value or original issue price.

Section 4.2. Repurchase Mechanics. The Company may exercise its repurchase right under this Article IV by delivering written notice to the departing Founder within ninety (90) days following the termination of Service, specifying the number of shares to be repurchased and the aggregate repurchase price. Payment shall be made by check or wire transfer, and by delivery of a promissory note bearing interest at the applicable federal rate for any portion the Company's board reasonably determines would render the Company insolvent if paid in cash. If the Company does not exercise its repurchase right within such ninety (90) day period, the right shall lapse with respect to the shares that would otherwise have been repurchased.

Section 4.3. Voluntary Resignation After Month 24. A Founder who voluntarily resigns without Good Reason after the twenty-fourth (24th) month of continuous Service shall be treated as a Good Leaver with respect to Unvested Shares, provided such Founder has complied with the notice and transition obligations of Section 4.4.

Section 4.4. Transition Obligations. A resigning Founder shall provide the other Founders with no less than sixty (60) days' written notice, shall reasonably cooperate in the transition of duties and access credentials, and shall promptly return all Company property, including devices, source code repositories access, and confidential materials.

Section 4.5. No Severance Implied. Nothing in this Article IV shall be construed to create any entitlement to cash severance, continued benefits, or accelerated vesting beyond what is expressly provided in Section 3.5.

ARTICLE V

Intellectual Property Assignment

Section 5.1. Assignment of Company IP. Each Founder hereby irrevocably assigns, and agrees to assign, to the Company all right, title, and interest in and to any invention, discovery, software, source code, design, trade secret, know-how, or other work of authorship (collectively, "Work Product") that such Founder conceives, develops, or reduces to practice, whether alone or jointly with others, during the term of such Founder's Service and that relates to the Business or results from work performed for the Company, whether or not created using Company resources.

Section 5.2. Proprietary Information and Inventions Assignment Agreement. Concurrently with the execution of this Agreement, each Founder shall execute the Company's standard Proprietary Information and Inventions Assignment Agreement, attached as Exhibit B (the "PIIA"), which shall govern the confidentiality and assignment of inventions in greater detail. In the event of any conflict between this Article V and the PIIA, the terms more protective of the Company shall control.

Section 5.3. Prior Inventions. Each Founder has listed on Schedule A attached hereto all inventions, original works of authorship, and other intellectual property that (i) were conceived or developed by such Founder prior to the Effective Date, (ii) are owned solely by such Founder or jointly with a third party, and (iii) are not assigned to the Company hereunder ("Prior Inventions"). If a Founder incorporates any Prior Inventions into Work Product, such Founder hereby grants the Company a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable license to make, use,

reproduce, modify, and distribute such Prior Inventions solely as incorporated into the Work Product. Where no Prior Inventions are listed on Schedule A, the Founder represents that none exist.

Section 5.4. Moral Rights & Further Assurances. To the extent permitted by applicable law, each Founder waives any moral rights in the Work Product and agrees to execute such further documents and take such further actions as the Company may reasonably request to perfect, register, or enforce the Company's rights in the Work Product, including in connection with patent prosecution and copyright registration. No Founder shall incorporate any open-source or third-party software into Company Work Product under a license that would require the Company to disclose or distribute its proprietary source code, without the prior written approval of the other Founders in accordance with Section 6.2.

Section 5.5. Third-Party Obligations. Each Founder represents that such Founder's performance under this Agreement does not and will not breach any agreement with a prior employer or other third party, including any agreement to keep confidential proprietary information of such prior employer, and that such Founder has not brought, and will not bring, onto Company premises or use in Company Work Product any confidential or proprietary materials of any former employer or other third party, except as disclosed in writing to the Company prior to the Effective Date.

ARTICLE VI

Roles, Responsibilities & Decision-Making

Section 6.1. Initial Roles. Until the Company's board of directors determines otherwise, the Founders shall serve in the following initial roles: Chen as Chief Executive Officer, with primary responsibility for fundraising, sales, and overall strategy; Osei as Chief Technology Officer, with primary responsibility for product architecture and engineering; and Ramanathan as Chief Product Officer, with primary responsibility for product design, user research, and roadmap prioritization.

Section 6.2. Decision-Making Authority. Corporate decisions shall require the approval thresholds set forth in Table 3. Where a threshold requires "Majority," the affirmative vote of at least two (2) of the three (3) Founders is required. Where a threshold requires "Unanimous," the affirmative vote of all Founders then providing Service is required.

Table 3: Decision-Making Authority Matrix

Decision Category	Required Approval
Operating expenditures under \$25,000	CEO sole discretion
Operating expenditures, \$25,000 – \$150,000	Majority (2 of 3)
Operating expenditures over \$150,000	Unanimous
Hiring or termination of executive officers	Unanimous
Annual budget and business plan	Majority (2 of 3)
Issuance of new equity or convertible securities	Unanimous
Licensing Company IP to a third party	Unanimous
Admission of a new Founder	Unanimous
Amendment of this Agreement	Unanimous

Section 6.3. Board of Directors. Upon the Company's incorporation, the Founders shall constitute the initial board of directors. The Founders agree to negotiate in good faith to add one or more independent directors upon the closing of the Company's first institutional financing round.

Section 6.4. Deadlock Resolution. If the Founders are unable to reach the approval required under Section 6.2 for any matter requiring Unanimous approval, and such deadlock persists for fifteen (15) business days after the matter is first raised in writing, the Founders shall submit the dispute to non-binding mediation administered by a mutually agreed mediator in Austin, Texas. If mediation does not resolve the deadlock within thirty (30) additional days, the dispute shall be resolved by binding arbitration in accordance with Section 7.4.

Section 6.5. Time Commitment & Outside Activities. Each Founder shall devote substantially all of such Founder's business time and attention to the Business, except that each Founder may continue any pre-existing board service, advisory role, or teaching engagement disclosed in writing to the other Founders prior to the Effective Date, provided such activity does not materially interfere with such Founder's duties to the Company. No Founder shall, without the prior written consent of the other Founders, engage in any business activity that competes with the Business or that would reasonably be expected to divert a corporate opportunity away from the Company.

ARTICLE VII

General Provisions

Section 7.1. Confidentiality. Each Founder shall hold in confidence, and shall not disclose to any third party without the prior written consent of the other Founders, any non-public information regarding the Business, the Company's finances, technology, or this Agreement, except as required by law or to professional advisors bound by a duty of confidentiality. This obligation survives termination of a Founder's Service for a period of five (5) years.

Section 7.2. Restrictive Covenants. During each Founder's Service and for twelve (12) months thereafter, such Founder shall not, directly or indirectly: (i) solicit for employment or engagement any person who was an employee, contractor, or consultant of the Company at any time during the six (6) months preceding such solicitation; or (ii) within any geographic market in which the Company conducts the Business, own, manage, operate, or provide material services to any business directly competitive with the Business, provided that nothing herein restricts passive ownership of less than two percent (2%) of the equity of a publicly traded company.

Section 7.3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict-of-laws principles.

Section 7.4. Dispute Resolution. Except for claims for injunctive relief to enforce Article V (Intellectual Property Assignment) or Section 7.1 (Confidentiality), any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, in Austin, Texas. Judgment on the award may be entered in any court of competent jurisdiction.

Section 7.5. Entire Agreement; Amendment. This Agreement, together with Exhibit A, Exhibit B, and Schedule A hereto, constitutes the entire agreement among the Parties with respect to its subject matter and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument signed by all Founders then providing Service, in accordance with the Unanimous approval threshold of Section 6.2.

Section 7.6. Severability; Successors. If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to render it enforceable. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and permitted assigns. No Founder may assign such Founder's rights or obligations under this Agreement without the prior written consent of the other Founders.

Section 7.7. Notices; Counterparts. All notices under this Agreement shall be in writing and delivered by email with confirmation of receipt, or by certified mail, to the addresses set forth in Exhibit A. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Founder Collaboration & Equity Vesting Agreement to be executed as of the Effective Date.

FOUNDER:

FOUNDER:

FOUNDER:

Maya Chen
Chief Executive Officer
Date: _____

Daniel Osei
Chief Technology Officer
Date: _____

Priya Ramanathan
Chief Product Officer
Date: _____

**ACKNOWLEDGED AND ACCEPTED ON
BEHALF OF THE COMPANY:
Nexa Dynamics, Inc.**

By: Maya Chen
Title: Chief Executive Officer
Date: _____

EXHIBITS & SCHEDULES

-  **Exhibit A** — Founder Capitalization Table and Restricted Stock Purchase Agreement form
-  **Exhibit B** — Proprietary Information and Inventions Assignment Agreement (PIIA)
-  **Schedule A** — Prior Inventions disclosed by each Founder

References

- [1] Bradley Feld and Jonah Mendelson. *Venture Deals: Founder Vesting and Cap Table Fundamentals*. Apex Business Press, 2nd edition, 2019.
- [2] Sofia Ramirez and David Klein. Equity allocation norms among co-founders of early-stage technology ventures. *Journal of Startup Law & Governance*, 8(2):77–96, 2021.
- [3] Noam Wasserman. *The Founder's Dilemmas: Anticipating and Avoiding the Pitfalls That Can Sink a Startup*. Meridian University Press, 2012.