

# Master Collaboration Agreement

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Effective Date: December 4, 2025

## Parties

Thien Franco   Robert Morrison   Sahanav Sai Ramesh

Ramesh Rajagopalan, Parent/Legal Guardian of Party 3

## Contents

<b>Executive Summary</b>	<b>1</b>
<b>Master Collaboration Agreement</b>	<b>2</b>
<b>Recitals</b>	<b>2</b>
<b>ARTICLE I: DEFINITIONS</b>	<b>2</b>
Section 1. Defined Terms . . . . .	2
<b>ARTICLE II: CONFIDENTIALITY AGREEMENT</b>	<b>3</b>
Section 2. Definition of Confidential Information . . . . .	3
Section 3. Obligations of Receiving Party . . . . .	3
Section 4. Exclusions from Confidential Information . . . . .	4
Section 5. Scope and Application of Confidentiality . . . . .	4
Section 6. Term and Survival . . . . .	4
Section 7. Return of Information . . . . .	4
Section 8. Non-Solicitation . . . . .	5
Section 8.1. Venture Term Sheet Requirement . . . . .	5
<b>ARTICLE III: COLLABORATION AND FOUNDERS' AGREEMENT</b>	<b>5</b>
Section 9. Intellectual Property Rights . . . . .	5
Section 10. Future Collaboration Structure . . . . .	6
Section 11. Hiring and Personnel . . . . .	11
Section 12. Termination and Restrictive Covenants . . . . .	11
Section 13. Transfer of Interests . . . . .	12
Section 14. Deadlock and Buy-Sell . . . . .	13
<b>ARTICLE IV: GENERAL PROVISIONS</b>	<b>14</b>
Section 15. Governing Law; Jurisdiction . . . . .	14
Section 16. Dispute Resolution . . . . .	14
Section 17. Breach and Remedies . . . . .	15
Section 18. Obligations Regarding Minor Party . . . . .	16
Section 19. Notices . . . . .	17
Section 20. Entire Agreement . . . . .	17
Section 21. Amendments . . . . .	17
Section 22. Waiver . . . . .	18
Section 23. Severability . . . . .	18
Section 24. Assignment . . . . .	18
Section 25. Counterparts; Electronic Signatures . . . . .	18
Section 26. Survival . . . . .	19
Section 27. Indemnification . . . . .	19
Section 28. Insurance . . . . .	19
Section 29. Financial Reporting and Access . . . . .	19
Section 29.1. Regular Board Review . . . . .	19
Section 30. Tax Matters . . . . .	19
Section 31. Force Majeure . . . . .	20
Section 32. Applicability of Agreement . . . . .	20

<b>ARTICLE V: EXHIBITS</b>	<b>20</b>
<b>EXHIBIT A: VENTURE DESIGNATION ADDENDUM (Original Parties)</b>	<b>21</b>
<b>EXHIBIT A-2: NEW PARTY VENTURE DESIGNATION ADDENDUM</b>	<b>22</b>
<b>EXHIBIT B: ROLES AND RESPONSIBILITIES ADDENDUM</b>	<b>23</b>
<b>EXHIBIT C: BOARD MEMBER FIDUCIARY DUTY ADDENDUM</b>	<b>24</b>
<b>EXHIBIT D: WAIVER OF RENEGOTIATION ADDENDUM</b>	<b>25</b>
<b>EXHIBIT E: RECORD OF BOARD APPROVAL: DESIGNATION OF KEY HIRE</b>	<b>26</b>
<b>EXHIBIT F: KEY HIRE COMPENSATION APPROVAL ADDENDUM</b>	<b>27</b>
<b>EXHIBIT G: CONFIDENTIAL INFORMATION AND INVENTION ASSIGN- MENT AGREEMENT (CIIAA)</b>	<b>28</b>
<b>EXHIBIT H: NOTICE OF FAILURE TO PERFORM DUTIES</b>	<b>30</b>
<b>EXHIBIT I: CURE VERIFICATION ADDENDUM</b>	<b>31</b>
<b>EXHIBIT J: NOTICE OF WITHDRAWAL FROM ACTIVE COLLABORATION</b>	<b>32</b>
<b>EXHIBIT K: CLAIM OF AN ADDITIONAL BOARD VOTE</b>	<b>33</b>
<b>EXHIBIT L: TAX STRUCTURE ADDENDUM</b>	<b>34</b>
<b>EXHIBIT M: INSURANCE POLICY ADDENDUM</b>	<b>35</b>
<b>EXHIBIT N: PROFIT DISTRIBUTION POLICY ADDENDUM</b>	<b>36</b>
<b>EXHIBIT O: BOARD MEETING MINUTES TEMPLATE</b>	<b>37</b>
<b>EXHIBIT P: BASIC OPERATING AGREEMENT (Template)</b>	<b>39</b>
<b>EXHIBIT Q: REQUEST FOR COPY ADDENDUM</b>	<b>40</b>
<b>EXHIBIT R: TRANSFER OF CUSTODIANSHIP ADDENDUM</b>	<b>41</b>
<b>EXHIBIT S-I: INVOCATION OF BUY-SELL PROVISION</b>	<b>42</b>
<b>EXHIBIT S-II: RESPONSE TO BUY-SELL INVOCATION</b>	<b>43</b>
<b>EXHIBIT T: FORMAL NOTICE TO CALL A MEETING</b>	<b>44</b>
<b>EXHIBIT U: APPOINTMENT OF NON-PARTY FOUNDER</b>	<b>45</b>
<b>EXHIBIT V-I: NOMINATION AND PROVISIONAL ACCEPTANCE OF NEW PARTY</b>	<b>46</b>
<b>EXHIBIT V-II: UNILATERAL TERMINATION OF ADMISSION PROCESS</b>	<b>47</b>

<b>EXHIBIT V-III: FINAL ADMISSION AND JOINDER AGREEMENT</b>	<b>48</b>
<b>EXHIBIT W: CAPITAL CONTRIBUTION AGREEMENT</b>	<b>49</b>
<b>EXHIBIT X: RESOLUTION TO OPEN BANK ACCOUNT</b>	<b>50</b>
<b>EXHIBIT Y: ASSIGNMENT OF PRE-EXISTING INTELLECTUAL PROPERTY</b>	<b>51</b>
<b>EXHIBIT Z: MENTORSHIP SESSION RECORD</b>	<b>52</b>
<b>EXHIBIT AA: UNALLOCATED EQUITY GRANT AGREEMENT</b>	<b>53</b>
<b>EXHIBIT AB: CERTIFICATION OF AGREEMENT APPLICABILITY</b>	<b>54</b>
<b>EXHIBIT AC: QUARTERLY/ANNUAL BOARD REVIEW</b>	<b>55</b>
<b>EXHIBIT AD: APPROVAL OF MAJOR TRANSACTION</b>	<b>56</b>
<b>EXHIBIT AE: CONFLICT OF INTEREST DISCLOSURE</b>	<b>57</b>
<b>EXHIBIT AF: AMENDMENT TO OPERATING AGREEMENT</b>	<b>58</b>
<b>EXHIBIT AG: DIRECTOR &amp; OFFICER INDEMNIFICATION AGREEMENT</b>	<b>59</b>
<b>EXHIBIT AH: RESOLUTION TO REMOVE A BOARD MEMBER</b>	<b>60</b>
<b>EXHIBIT AI: RESOLUTION TO DISSOLVE VENTURE</b>	<b>61</b>
<b>EXHIBIT AJ: AMENDMENT TO VENTURE NAME OR PURPOSE</b>	<b>62</b>
<b>EXHIBIT AK: TAX MATTERS PARTNER REDESIGNATION ADDENDUM</b>	<b>63</b>
<b>EXHIBIT AL-I: UNANIMOUS WAIVER OF NOTICE FOR PARTY VOTE</b>	<b>64</b>
<b>EXHIBIT AL-II: MAJORITY WAIVER OF NOTICE FOR BOARD VOTE</b>	<b>65</b>
<b>EXHIBIT AL-III: DEMAND FOR EXPEDITED BOARD VOTE</b>	<b>66</b>
<b>EXHIBIT AM: INITIAL CAPITALIZATION TABLE</b>	<b>67</b>
<b>EXHIBIT AN: RECORD OF COST BASIS ADJUSTMENT</b>	<b>69</b>
<b>EXHIBIT AO: VOLUNTARY FORFEITURE OF EQUITY ADDENDUM</b>	<b>70</b>
<b>EXHIBIT AP: VENTURE TERM SHEET &amp; BUSINESS PLAN SUMMARY</b>	<b>71</b>
<b>EXHIBIT AQ: EXTENSION OF TERM ADDENDUM</b>	<b>72</b>
<b>Execution</b>	<b>73</b>
<b>AMENDMENT 1: KOINOS INDUSTRIES UMBRELLA, TREASURY, CONTRIBUTION, LOAN, TAX, AND ELECTRONIC RECORDS AMENDMENT</b>	<b>74</b>

<b>Recitals</b>	<b>74</b>
Section 33. Koinos Industries Umbrella . . . . .	74
Section 34. Treasury Pool and Default Venture Economics . . . . .	75
Section 35. Loans, Reimbursements, Contributions, Assets, and Company Expenses . . . . .	76
Section 36. Pass-Through Tax Posture, Reserves, and Distributions . . . . .	77
Section 37. Outside Investments and Personal Holding LLCs . . . . .	77
Section 38. Electronic Records, E-Signatures, and Official Export . . . . .	78
<b>EXHIBIT AR: KOINOS INDUSTRIES LLC FORMATION ADDENDUM</b>	<b>80</b>
<b>EXHIBIT AS: PRE-FORMATION VENTURE RECORD</b>	<b>81</b>
<b>EXHIBIT AT: LOAN / PROMISSORY NOTE ADDENDUM</b>	<b>82</b>
<b>EXHIBIT AU: REIMBURSABLE EXPENSE OR BENEFIT ADDENDUM</b>	<b>83</b>
<b>EXHIBIT AV: ASSET ASSIGNMENT / TRANSFER TO VENTURE ADDENDUM</b>	<b>84</b>
<b>EXHIBIT AW: DOMAIN AND INFRASTRUCTURE ASSET / COMPANY EXPENSE SCHEDULE</b>	<b>85</b>
<b>EXHIBIT AX: RETAINED EARNINGS, RESERVE, TAX DISTRIBUTION, AND TAKE-HOME POLICY ADDENDUM</b>	<b>86</b>
<b>EXHIBIT AY: OUTSIDE ENTITY INVESTMENT APPROVAL ADDENDUM</b>	<b>87</b>
<b>EXHIBIT AZ: PERSONAL HOLDING LLC TRANSFER APPROVAL ADDENDUM</b>	<b>88</b>
<b>EXHIBIT BA: ELECTRONIC RECORDS AND E-SIGNATURE CONSENT ADDENDUM</b>	<b>89</b>
<b>EXHIBIT BB: OFFICIAL APPENDED EVIDENCE LOG</b>	<b>90</b>

## Executive Summary

**Please Note:** This summary is for convenience only and is not a legally binding part of the Agreement. The terms of the full Master Collaboration Agreement, including all Articles and Exhibits, shall govern in all cases.

**Parties & Purpose:** This is a "founder's agreement" between Robert Morrison (Party 1), Thien Franco (Party 2), and Sahanav Sai Ramesh (Party 3, a minor) to collaborate on potential future business ventures. Because Party 3 is a minor, his legal Guardian is also a party to this Agreement, providing consent and a guarantee.

**Minor Party Authority (Section 18.3):** The Guardian has provided Party 3 with full legal authority to make his own binding decisions under this Agreement while Party 3 is a minor. Any decision Party 3 makes is as enforceable as if the Guardian made it.

**Confidentiality (Article II):** All information shared for the "Purpose" is strictly confidential. This obligation lasts for the 9-year term of the Agreement and survives for 5 years after, while "trade secrets" are protected indefinitely.

### Intellectual Property (Section 9):

**Pre-Existing IP:** What you own before this Agreement remains yours.

**Venture IP:** Any new ideas, code, or inventions created for a venture will be automatically assigned to the new company when it is formed.

**Starting a New Venture (Section 10.1):** To officially start a new venture under this Agreement, all three Parties must unanimously agree by signing a "Venture Designation Addendum" (Exhibit A).

**Equity & Roles (Section 10.3):** The default equity split for a new venture is:

**Original Founder:** 31%

**Co-Founder (x2):** 15% each

**Unallocated Pool:** 39% (for future hires, investors, etc.)

**Vesting (Section 10.9):** The Parties can vote to apply a 2-year vesting schedule with a 6-month "cliff" to all founder equity. This includes "acceleration" (full vesting) if the company is sold and a founder is terminated.

**Voting (Section 10.10):** Decisions are made by four different methods:

**Party Vote:** Unanimous consent from all three founders for major decisions (like starting a venture).

**Majority-Seeking Party Vote:** 2-out-of-3 founder consent for other key items.

**General Company Voting:** Based on percentage of equity ownership.

**Board Voting:** A weighted system for the Board of Directors.

**Transferring Equity (Section 13):** Founders cannot sell their shares to an outside person without first offering them to the other founders (Right of First Refusal or "ROFR"). This section also includes standard "Tag-Along" and "Drag-Along" rights for company sales.

**Disputes (Section 16):** If the founders disagree, they must follow a 3-step process: (1) Good Faith Negotiation, (2) a "Founders' Retreat," and finally (3) a non-binding Mentorship Session.

## Master Collaboration Agreement

This Master Collaboration Agreement (hereinafter the "Agreement") is made and entered into as of this 4th day of December, 2025 (the "Effective Date"), by and between the following parties (each a "Party," and collectively, the "Parties"):

**Party 1:** Thien Franco, residing at 2244 Montia Place, Escondido, CA, 92029; beaniefranco-dao@gmail.com

**Party 2:** Robert Morrison, residing at 11942 Meriden Ln, San Diego, CA, 92128; robertprogrammer5@gmail.com

**Party 3:** Sahanav Sai Ramesh, a minor, residing at 17915 Sintonte Dr, San Diego, CA, 92128; sahanavsairamesh@gmail.com

**Parent/Legal Guardian of Party 3:** Ramesh Rajagopalan, residing at 17915 Sintonte Dr, San Diego, CA, 92128; ramesh.r.sairam@gmail.com (the "Guardian")

## Recitals

WHEREAS, the Parties intend to explore and engage in a potential business collaboration, which may lead to the formation of a joint venture, partnership, or other formal business arrangement (the "Purpose"); and

WHEREAS, in furtherance of the Purpose, the Parties wish to set forth the terms and conditions governing their collaboration, including the protection of confidential information, the structure of future ventures, and the allocation of rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises 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. Defined Terms

As used in this Agreement, the following terms shall have the meanings set forth below: (a) "Affiliate" shall mean, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with such Person. (b) "Change of Control" shall mean (i) the sale of all or substantially all of the assets of a venture; (ii) a merger, consolidation, or reorganization in which the venture's equity holders immediately prior to the transaction do not retain a majority of the voting power of the surviving entity; or (iii) any transaction resulting in any Person (other than the Parties) acquiring 50% or more of the venture's voting equity. (c) "Board" shall mean the board of directors or equivalent governing body of any venture formed hereunder. (d) "Cause" shall mean (i) any act of fraud, embezzlement, willful misconduct, or theft by a Party in connection with a venture; (ii) a Party's conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude; (iii) a Party's willful and repeated failure to perform assigned duties as defined in a Roles and Responsibilities Addendum (Exhibit B) or a material breach of this Agreement, which in the case of (iii) has not been cured within thirty (30) days after receiving detailed written notice of such failure or breach. (e) "Cliff" shall mean the six-month anniversary of the Venture Designation Addendum date, as described in Section 10.9(c). (f) "Fair

Market Value" (FMV) shall mean the value of an equity interest as determined in good faith by the Board. If a Party disputes the Board's valuation in writing within ten (10) business days, the FMV shall be determined by a single independent appraiser mutually agreed upon by the disputing Party and the Board. If they cannot agree on an appraiser within fifteen (15) days, the valuation shall be determined by the average of appraisals from two independent appraisers, one selected by each side. The costs of such appraisal(s) shall be borne by the disputing Party. (g) "Intellectual Property" shall mean any and all copyrights, patents, trademarks, service marks, trade secrets, know-how, trade dress, rights in or to databases, rights in or to domain names, and all other intellectual or industrial property rights of any kind or nature, whether registered or unregistered, and all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection. (h) "Material Breach" shall be as strictly defined in Section 17.4. (i) "Person" shall mean any individual, corporation, partnership, limited liability company, trust, or other entity. (j) "Pre-Existing IP" shall mean any Intellectual Property that a Party owned, controlled, or created prior to the Effective Date or developed independently and outside the scope of the Purpose without use of another Party's Confidential Information. (k) "Venture IP" shall mean any Intellectual Property conceived, reduced to practice, authored, or otherwise created by one or more Parties, solely or jointly, during the Term and in furtherance of the Purpose, as described in Section 9.2.

## **ARTICLE II: CONFIDENTIALITY AGREEMENT**

### **Section 2. Definition of Confidential Information**

For the purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, in any form or medium, disclosed by any Party (the "Disclosing Party") to any other Party (the "Receiving Party"), directly or indirectly, including, but not limited to: (a) Categories of Information, such as business plans, strategies, customer lists, financial data, pricing, software, code, hardware, designs, specifications, prototypes, inventions, research, trade secrets, know-how, formulas, algorithms, and processes; (b) Derivative Works, such as any notes, analyses, compilations, studies, interpretations, or other documents or materials prepared by the Receiving Party that contain, reflect, or are based upon, in whole or in any component therein, the information disclosed by the Disclosing Party; and (c) Inherently Confidential Information, which shall be deemed confidential regardless of whether it is explicitly marked as such, if it pertains to: (i) financial data, projections, or fundraising strategies; (ii) software source code, algorithms, or proprietary formulas; (iii) user data or customer lists; (iv) unannounced product plans or marketing strategies; or (v) any other information that derives its value from not being generally known.

### **Section 3. Obligations of Receiving Party**

Each Receiving Party hereby covenants and agrees to: (a) hold all Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party; (b) use the Confidential Information solely for the Purpose and for no other purpose whatsoever; (c) restrict access to Confidential Information to only those agents, employees, or legal/financial advisors who have a "need to know," are informed of the confidential nature of the information, and are bound by written confidentiality obligations at least as restrictive as those herein; and (d) exercise at least the same degree of care to protect the Confidential Information as the Receiving Party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care. A reasonable degree of care shall be correlated to the confidentiality and the overall importance of the Confidential Information provided. (e) No License.

No license or conveyance of any rights to any Confidential Information is granted or implied by this Agreement, except for the limited right to use such information for the Purpose. (f) Residuals. This Agreement does not restrict a Receiving Party from using Residuals for any purpose. "Residuals" means any information in intangible form retained in the unaided memory of a Receiving Party's personnel who have had authorized access to the Confidential Information. A person's memory is "unaided" if they have not intentionally memorized the information. This clause shall not be deemed to grant any license under any patent or copyright.

#### **Section 4. Exclusions from Confidential Information**

The obligations under this Article II shall not apply to information for which the Receiving Party can provide credible written evidence that such information: (a) is or becomes publicly known through no fault of the Receiving Party; (b) is rightfully received from a third party without restriction on disclosure and without a breach of any obligation owed to the Disclosing Party; (c) is independently developed by the Receiving Party's personnel without use of or reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation, or a valid order of a court or governmental agency (a "Compelled Disclosure"), provided that the Receiving Party gives the Disclosing Party prompt written notice (to the extent legally permissible) to allow the Disclosing Party to seek a protective order or other remedy. The Receiving Party shall only disclose the minimum portion of Confidential Information that is legally required.

#### **Section 5. Scope and Application of Confidentiality**

The confidentiality obligations herein shall apply to all communications and disclosures between the Parties related to the Purpose, regardless of the medium. All such information shall be treated as Confidential Information by default, unless explicitly designated as non-confidential at the time of disclosure or an exclusion is established pursuant to Section 4.

#### **Section 6. Term and Survival**

This Agreement shall be effective as of the Effective Date and shall continue for an initial period of nine (9) years (the "Initial Term"). The Term of this Agreement may be extended beyond the Initial Term in accordance with the provisions set forth in Exhibit AQ (Extension of Term). As used in this Agreement, the "Term" shall refer to the Initial Term, inclusive of any and all Extension Terms. The obligations of confidentiality and non-use contained herein shall survive the termination or expiration of this Agreement for a period of five (5) years, except that obligations with respect to any Confidential Information that constitutes a "trade secret" under applicable law shall survive for so long as such information remains a trade secret.

#### **Section 7. Return of Information**

Upon termination or expiration of this Agreement, or upon a Disclosing Party's written request, each Receiving Party shall promptly (and in no event later than ten (10) business days) return or, at the Disclosing Party's direction, securely destroy all Confidential Information and all copies thereof, and certify such destruction in writing. A Receiving Party's counsel may retain one (1) copy for archival purposes in a secure, confidential file, solely to monitor compliance herewith.

## **Section 8. Non-Solicitation**

For the Term of this Agreement and for a period of eighteen (18) months thereafter, no Party shall, without the prior written consent of the other Parties, directly or indirectly, solicit for employment or hire any person who is then-currently an employee or exclusive contractor of a venture formed hereunder or any other Party. This section shall not prohibit (a) general solicitations (such as advertisements) not specifically targeted at such persons, or (b) hiring any person who independently responds to such general solicitation.

### **Section 8.1. Venture Term Sheet Requirement**

Prior to, or concurrent with, the execution of any Venture Designation Addendum (Exhibit A or A-2), the participating Parties for that specific venture must complete, unanimously approve, and execute a "Venture Term Sheet & Business Plan Summary," substantially similar to the form attached hereto as Exhibit AP. This document shall serve as the foundational business plan and statement of intent for the new venture.

## **ARTICLE III: COLLABORATION AND FOUNDERS' AGREEMENT**

### **Section 9. Intellectual Property Rights**

#### **9.1. Pre-Existing IP**

All Confidential Information that constitutes Pre-Existing IP shall remain the sole and exclusive property of the original Disclosing Party. Each Party represents and warrants that it owns or has the right to use its Pre-Existing IP and that such IP does not infringe on the rights of any third party.

#### **9.2. Jointly Developed IP**

Each Party hereby assigns and agrees to assign to the applicable newly formed venture entity, automatically upon its formation, all right, title, and interest in and to any Venture IP. All Venture IP shall, to the extent permitted by law, be considered "work made for hire" for the venture, and all rights shall vest in the venture. Until formation, each Party grants a royalty-free, non-exclusive, non-transferable license to the others to use its contributed Venture IP solely to evaluate and develop the venture. If no entity is formed within eighteen (18) months of a Venture Designation Addendum, substantially similar to that given in Exhibit A, ownership of Venture IP shall vest pro rata among only the contributing inventors/authors, with a mutual non-exclusive, perpetual, irrevocable, worldwide, royalty-free cross-license among the Parties for their internal business use. No Party may license to third parties or assign such Venture IP without the written consent of the other contributing owners (not to be unreasonably withheld).

(a) License to Pre-Existing IP. To the extent any Pre-Existing IP is incorporated into or necessary to use or exploit any Venture IP, the owning Party grants the venture entity a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, reproduce, modify, distribute, and otherwise exploit such Pre-Existing IP, limited solely to the venture's defined field of use. Any such formal grant shall be documented using an addendum substantially similar to Exhibit Y.

(b) Further Assurances. Each Party agrees to execute all documents, including patent applications and assignments, and to perform all other acts reasonably requested by the venture (at the venture's

expense) to perfect the venture's right, title, and interest in and to the Venture IP.

## **Section 10. Future Collaboration Structure**

### **10.1. Designation of Roles per Venture (Original Parties)**

A venture shall be deemed to commence solely by and among the original three Parties upon the unanimous execution of a written "Venture Designation Addendum," substantially similar to that given in Exhibit A, a decision requiring a Party Vote as defined in Section 10.10(a). For each venture, the Parties must unanimously designate one Party as the "Original Founder" and the remaining two as potential "Co-Founders." If a unanimous decision cannot be reached, that venture shall not proceed under this Agreement.

#### **10.1.1. Appointment of Non-Party Founder**

Notwithstanding Section 10.1, the Parties may, by unanimous Party Vote (Section 10.10(a)), appoint a Person who is not a Party to this Agreement (a "Non-Party Founder") to the role of "Original Founder" or "Co-Founder" for a new venture. Such appointment shall be documented in an addendum substantially similar to Exhibit U. (a) Equity. The Non-Party Founder shall receive the default equity for their designated role (31% for Original Founder, 15% for Co-Founder) from the unallocated pool. This grant is subject to the mandatory vesting of Section 10.4.1. (b) Original Party Roles. Upon the appointment of a Non-Party Founder, the original three Parties shall designate their own roles for that venture in Exhibit U, according to the following rules: (i) If Non-Party is Original Founder: Each of the three original Parties may elect to be a Co-Founder (15% equity) or a Board Member Only (6.5% equity). (ii) If Non-Party is Co-Founder: The original Party designated as Original Founder (per Exhibit A) shall remain Original Founder. The other two original Parties may each elect to be the other Co-Founder (15% equity) or a Board Member Only (6.5% equity). (c) Joinder. Any Person so appointed must, as a condition of their appointment, execute the Joinder Agreement within Exhibit U, making them bound by all terms of this Master Collaboration Agreement as if they were an original signatory.

#### **10.1.2. Venture Designation with New Parties**

A venture that includes a Party admitted pursuant to Section 21.2 (a "New Party") as a designated founder shall be formed using the "New Party Venture Designation Addendum," substantially similar to Exhibit A-2. Such a venture shall adhere to the following structure: (a) Original Founder: One of the original three Parties must be designated as the Original Founder (31% Equity). (b) Unallocated Pool: The unallocated pool shall be set at thirty-nine percent (39%). (c) Co-Founders: The remaining thirty percent (30%) of equity shall be designated as the "Co-Founder Pool," to be divided pro rata among all other participating Parties (including the New Party and any other original Parties). For example, if there are two Co-Founders, they shall each receive fifteen percent (15%). If there are three Co-Founders, they shall each receive ten percent (10%). (d) Board Member Only Election: Any Co-Founder under this Section may elect to be a "Board Member Only." Their resulting equity stake, as a percentage, shall be calculated as their designated Co-Founder stake (Section 10.1.2(c)) multiplied by thirteen and divided by thirty. The remaining portion of their stake shall revert to the unallocated pool.

## **10.2. Role and Duty Specification**

Concurrent with any Venture Designation Addendum (Exhibit A or A-2), the Parties shall execute a "Roles and Responsibilities Addendum" to define the specific duties for each Party. The form of said addendum is attached hereto as Exhibit B.

## **10.3. Default Equity Distribution**

Based on the roles designated and selected in an Exhibit A venture, the initial equity allocation shall be: Original Founder, thirty-one percent (31%); and each Party selecting the Co-Founder role, fifteen percent (15%). Equity for an Exhibit A-2 venture is defined in Section 10.1.2.

### **10.3.1. Capitalization Table**

Concurrent with the execution of a Venture Designation Addendum (Exhibit A or A-2), the Parties shall complete and execute an "Initial Capitalization Table," substantially similar to the form attached hereto as Exhibit AM, which shall serve as the initial, definitive record of equity ownership for that Venture. The Official Custodian shall be responsible for maintaining an updated copy of the Cap Table for each Venture as any changes (e.g., grants from the unallocated pool) occur.

## **10.4. Unallocated Equity**

The remaining thirty-nine percent (39%) of the equity, plus any equity not allocated due to a Party selecting the "Board Member Only" role, shall be unallocated. Its allocation requires approval by a Party Vote, followed by a Board Vote, as defined in Section 10.10(a).

### **10.4.1. Allocation of Unallocated Equity**

Any grant of equity from the unallocated pool (e.g., to new hires, advisors, or to the original Parties for additional roles or contributions) shall require approval by a Board Vote (Section 10.10(c)) and must be documented in an addendum substantially similar to Exhibit AA. All equity grants made from the unallocated pool shall be subject to a minimum vesting schedule of two (2) years with a six (6) month "Cliff," as defined in Section 10.9, unless this vesting requirement is unanimously waived for a specific grant by a Party Vote (Section 10.10(a)).

### **10.4.2. Anti-Dilution and Pre-emptive Rights**

No new equity or equity-like interests (including stock, options, warrants, or convertible debt) shall be issued by any Venture, other than grants from the unallocated pool pursuant to Section 10.4.1, if such issuance would dilute the aggregate percentage ownership of the original three Parties, without the unanimous pre-approval of a Party Vote (Section 10.10(a)). (a) Pre-emptive Right. In the event of such an approved issuance (a "New Issuance"), each of the original three Parties (Party 1, Party 2, and Party 3) shall have a pre-emptive right to purchase a pro-rata portion of such New Issuance, sufficient to maintain their respective percentage ownership, on the same terms and conditions offered to the third-party investor(s). This right must be exercised by providing written notice to the Board within thirty (30) days of the Party's receipt of a detailed written notice of the terms of the New Issuance.

### **10.5. Board Member Fiduciary Duties**

(a) Founding Party Duties. By executing this Agreement, the three original Parties acknowledge and agree to be bound by the fiduciary duties of care and loyalty to any venture formed hereunder. (b) New Board Member Requirement. Any individual who becomes a board member and is not one of the original three Parties must, as a condition of receiving their Board Votes, execute an addendum substantially similar to the form attached hereto as Exhibit C. Each of the three Parties hereby agrees to all terms and duties present in Exhibit C. Any formal disclosure of a conflict of interest must be made using an addendum substantially similar to Exhibit AE.

### **10.6. Definition of a Board Member**

A "board member" is defined as any of the three original Parties holding three percent (3%) or more of the company's equity, or any individual holding five percent (5%) or more who is elected in accordance with a Majority-Seeking Party Vote followed by a Board Vote as outlined in Section 10.10, or any individual with a non-zero stake in company equity who is elected in accordance with a Party Vote as outlined in Section 10.10. Any of the three original Parties holding fifteen percent (15%) or more and designation as an Original Founder as documented in a Venture Designation Addendum substantially similar to Exhibit A and/or pursuant to Section 10.3 shall be vested one more vote than they would have been designated under Section 10.10(c) upon a formal invocation of this clause, as provided in Exhibit K. This clause requires a fourteen-day invocatory period before it is placed into effect. A completed Exhibit K must be dated, attached to this Agreement, and delivered to all other Parties in accordance with Section 19. This clause does not apply to any vote invoked in accordance with 10.10(d) or 10.10(e).

### **10.7. Co-Founder Role Election**

In the Venture Designation Addendum, substantially similar to that given in Exhibit A, a Party designated as a potential Co-Founder may elect the "Board Member Only" role. If this option is selected, that Party shall be allocated six and one-half percent (6.5%) of that venture's equity, and the remaining percentage shall revert to the unallocated equity pool.

### **10.8. Revaluation and Renegotiation**

(a) Triggering Event. Upon any company formed hereunder reaching ten million dollars (\$10,000,000) in trailing twelve-month (TTM) revenue as confirmed by audited financial statements, its equity splits are subject to good faith renegotiation. (b) Accounting for Sold Stakes. The renegotiation shall apply only to the aggregate equity still held by the original three Parties. (c) Waiver of Renegotiation. This renegotiation can be waived for a specific company by a Party Vote as defined in Section 10.10(a), executed via an addendum substantially similar to the form attached hereto as Exhibit D. (d) Renegotiation Procedure. If no new equity agreement is reached in ninety (90) days, the matter shall be resolved per the Dispute Resolution process in Section 16.

### **10.9. Optional Founder Equity Vesting**

(a) Invocation. Within sixty (60) days of a venture being established, a Majority-Seeking Party Vote as defined in Section 10.10(a)(i) may be invoked for the purpose of subjecting all founder (Original Founder) and co-founder (Co-Founder) equity to the vesting schedule outlined below. (b) Vesting Schedule. If invoked, all equity shall be subject to a two-year vesting schedule with a six-month cliff. (c) Cliff. If a Party's engagement terminates before the six-month anniversary of the Venture

Designation Addendum, substantially similar to that given in Exhibit A's date (the "Cliff"), one hundred percent (100%) of that Party's allocated equity is unvested and shall be forfeited and returned to the venture's treasury. (d) Vesting Post-Cliff. On the six-month anniversary, twenty-five percent (25%) of the equity shall vest. The remaining seventy-five percent (75%) shall vest in equal monthly installments over the subsequent eighteen (18) months. (e) Termination. Upon a Party's termination of service: (i) all unvested equity shall be forfeited; (ii) if termination is for Cause, the venture shall have the right to repurchase vested equity at the lesser of cost or FMV; (iii) if termination is without Cause, the venture shall have the right to repurchase vested equity at FMV. (f) Acceleration. Notwithstanding the foregoing, all unvested equity shall immediately vest in full upon a Change of Control if the Party's employment is terminated without Cause or the Party resigns for "Good Reason" (constructive termination) within twelve (12) months following such Change of Control.

### 10.10. Voting Structures

All decisions related to any venture shall be made according to one of the following structures:

(a) Party Vote. A "Party Vote" requires the unanimous consent of all three original Parties to this Agreement (or any new Party added pursuant to Section 21.2), provided that each such Party holds equity equivalent to at least one thousand (1,000) votes under the General Company Voting structure defined in Section 10.10(b). A Party Vote shall require three (3) business days of notice prior to its commencement. A quorum for a Party Vote shall require all three original Parties to be present. (i) Majority-Seeking Party Vote. A "Majority-Seeking Party Vote" requires the consent of at least two (2) of the three (3) original Parties to this agreement, provided that each party holds equity equivalent to at least one-thousand-five-hundred (1,500) votes under the General Company Voting Structure defined in Section 10.10(b). A Majority-Seeking Party Vote shall require three (3) business days of notice prior to its commencement. A quorum for this vote requires all three original Parties to be present. (b) General Company Voting. For matters submitted for a vote of all company equity holders, voting power shall be allocated based on equity ownership, at a ratio of one (1) vote per zero-point-zero-zero-one percent (0.001%) of total company equity held. A General Company Vote shall require fourteen (14) days of notice prior to its commencement. A quorum for a General Company Vote shall require the presence of Parties holding at least a majority (50.1%) of the total company equity. (c) Board Voting. For all matters to be determined by the board of directors, voting power shall be allocated on a role-based system. A motion passes with a simple majority of the weighted votes cast. The allocation is as follows: The designated Original Founder shall have four (4) votes; each designated Co-Founder shall have two (2) votes; all other board members, including a Party who has elected the "Board Member Only" role, shall have one (1) vote each. A Board Vote shall require three (3) business days of notice prior to its commencement. A quorum for a Board Vote requires the presence of board members holding a majority of the weighted board votes. (d) Special Board Vote for Performance Review. For any vote concerning a Party's failure to perform duties as outlined in Section 12.3, the board member under review shall have zero (0) votes. All other board members shall have one (1) vote each. A motion passes with a simple majority. A quorum for this vote requires a majority of the disinterested board members. (e) Unweighted Board Vote. An "Unweighted Board Vote" is a vote wherein every member of the board, including the Original Founder, Co-Founder(s), any Party to this Agreement, and all other board members receive one (1) vote each. An Unweighted Board Vote shall require four (4) business days of notice prior to its commencement. A quorum for an Unweighted Board Vote requires the presence of at least half the Board. (f) Voting Power Equivalency. For clarity, the General Company Voting structure (Section 10.10(b)) equates to 100,000 total votes for 100% of company equity. The

thresholds in this Agreement are as follows: (i) 1,000 votes = 1.0% equity. (ii) 1,500 votes = 1.5% equity. Fractional votes are hereby deemed to exist exclusively in the General Company Voting structure (Section 10.10(b)) and in no other voting structures designated therein. (g) Two-Thirds Board Vote. A "Two-Thirds Board Vote" is a weighted Board Vote (per Section 10.10(c)) that requires a supermajority to pass. A quorum for such a vote requires the presence of board members holding a majority of the weighted board votes, but a motion shall only pass if it receives affirmative votes representing at least two-thirds (66.7%) of the total weighted votes available to be cast (not just two-thirds of the votes present at the meeting). (h) All Votes above may have their required notice waived by an addendum substantially similar to one of those in Exhibit AL-I, Exhibit AL-II, and Exhibit AL-III.

#### **10.11. Appointment of a Temporary Secretary**

In any instance where the Board of Directors must record and certify a vote or formal resolution, including but not limited to any Board Vote, Special Board Vote, Unweighted Board Vote, or Two-Thirds Board Vote as defined in Section 10.10, the Board members present may, by a simple majority vote, appoint a temporary Secretary for the limited purpose of recording the minutes of the meeting (substantially similar to Exhibit O), documenting the vote count, and executing the relevant exhibit or addendum as the "Chair/Secretary of the Board." Such appointment shall be temporary and shall confer no additional rights, votes, or permanent office upon the individual so appointed.

#### **10.12. Profit Distribution Policy**

The Parties agree that the goal of any venture is long-term sustainable growth. (a) Profit Determination. "Profits" shall be defined as the Net Income of the venture, calculated in accordance with Generally Accepted Accounting Principles (GAAP), after all expenses, taxes, and reserves have been paid. (b) Distribution Vote. On a quarterly basis, or at any other time as called for by any of the three original Parties (with proper notice as per a Board Vote), the Board shall hold a vote to determine the allocation of the previous period's Profits. (c) Allocation. The Board shall vote to determine what percentage of the Profits shall be reinvested into the venture (for R&D, operations, growth, etc.) and what percentage shall be made available for distribution to the equity holders. (d) Distribution. Any funds designated for distribution shall be paid out to the equity holders as dividends, pro-rata, in accordance with their respective percentage of equity ownership. (e) Policy Record. The standing policy for distribution, and the record of each distribution vote, shall be documented in an addendum substantially similar to the form attached hereto as Exhibit N.

#### **10.13. Major Transactions**

Any of the following actions (a "Major Transaction") shall require formal pre-approval by a Board Vote (Section 10.10(c)) and shall be documented using an addendum substantially similar to Exhibit AD: (a) Any single expenditure, capital commitment, or asset purchase in excess of fifty thousand dollars (\$50,000); (b) Any loan or debt obligation incurred by the venture in excess of twenty-five thousand dollars (\$25,000); (c) The sale, lease, or disposal of any venture assets with a value greater than \$50,000, outside the ordinary course of business; (d) Entering into any contract or agreement with a term longer than two (2) years; (e) The approval of any strategic partnership, joint venture, or acquisition. (f) The opening or closing of any bank or financial account on behalf of the venture (substantially similar to Exhibit X). (g) Any amendment to the venture's legal name or stated business purpose (substantially similar to Exhibit AJ).

#### **10.14. Removal of a Board Member**

A member of the Board of any venture may be removed from their position on the Board as follows: (a) Removal for Cause. A board member may be removed "for Cause" (as defined in Section 1(d)) upon a simple majority of an Unweighted Board Vote (Section 10.10(e)). The board member under review shall have zero (0) votes in this matter. (b) Removal Without Cause. A board member may be removed without cause for any reason, provided it is approved by a Two-Thirds Board Vote (Section 10.10(g)). The board member facing removal shall have zero (0) votes in this matter. (c) Documentation. Any such removal must be documented in an addendum substantially similar to Exhibit AH. (d) Effect. Removal from the Board does not, by itself, affect a Party's equity ownership or their status as a Party to this Agreement.

### **Section 11. Hiring and Personnel**

#### **11.1. Definition and Designation of Key Hires**

A "Key Hire" is a strategic leadership role. The designation of a role as a "Key Hire" must be formally proposed in writing and approved by a Board Vote as defined in Section 10.10(c). The record of this approval shall be made in a form substantially similar to Exhibit E.

#### **11.2. Hiring Authority**

The hiring of any Key Hire shall require approval by a Board Vote as defined in Section 10.10(c).

#### **11.3. Equity for Employees**

The establishment and size of an employee stock option pool (ESOP) shall require approval by a Board Vote as defined in Section 10.10(c).

#### **11.4. Employee Agreements**

As a condition of employment or engagement, and prior to commencement of services, all employees, contractors, and interns must execute a Confidential Information and Invention Assignment Agreement (CIIAA) substantially similar to the form attached hereto as Exhibit G.

#### **11.5. Compensation**

Compensation packages for Key Hires shall require approval by a Board Vote as defined in Section 10.10(c), recorded in an addendum substantially similar to the form attached hereto as Exhibit F.

### **Section 12. Termination and Restrictive Covenants**

#### **12.1. Termination of Active Collaboration**

Any Party may withdraw from active collaboration ("Terminate") by providing ninety (90) days' written notice to the other Parties using the form substantially similar to that attached hereto as Exhibit J. Upon termination, the terminating Party (a) forfeits all unvested equity, if any, (b) retains all vested equity, subject to any repurchase rights granted to the venture, and (c) remains bound by all surviving obligations of this Agreement, including confidentiality (Article II), non-solicitation (Section 8), and non-disparagement (Section 12.3).

## **12.2. Competitive Conduct**

The Parties acknowledge California Business & Professions Code §16600 et seq. Accordingly, no Party shall be restricted from engaging in any lawful profession, trade, or business. Each Party shall, however, (i) not misuse or disclose any Confidential Information or trade secrets (Cal. Civ. Code §3426 et seq.); (ii) not intentionally interfere with another Party's contracts by use of misappropriated Confidential Information; and (iii) remain subject to injunctive relief and damages for trade secret misappropriation. Nothing herein restricts general advertising or employment of persons without use of another Party's Confidential Information.

## **12.3. Non-Disparagement**

During the Term and following any Party's termination, each Party agrees not to make any false or disparaging statements about any other Party or any venture formed hereunder, or their respective businesses, products, or services.

## **12.4. Performance Review**

If a Party believes another has failed to perform their duties as defined in the Roles and Responsibilities Addendum, they may submit a formal proposed notice to the board, substantially similar to the form attached hereto as Exhibit H. Said proposed notice shall not become effective, and no cure period shall commence, unless and until it is approved by the board pursuant to the procedures set forth in Exhibit H.

## **Section 13. Transfer of Interests**

### **13.1. General Restriction**

No Party may sell, assign, transfer, pledge, or otherwise dispose of (collectively, "Transfer") any portion of their equity in any venture formed hereunder without the prior unanimous written consent of the other Parties, except as permitted in this Section 13. Any attempted Transfer in violation hereof shall be null and void.

### **13.2. Right of First Refusal (ROFR)**

If a Party (the "Selling Party") receives a bona fide third-party offer ("Bona Fide Offer") to purchase their equity, the Selling Party must first offer that equity to the other original Parties (the "Remaining Parties"). (a) Notice. The Selling Party must provide written notice to the Remaining Parties, including a copy of the Bona Fide Offer and all material terms thereof. This written notice and copy shall be attached to this Agreement. (b) Non-Cash Offer. If the Bona Fide Offer involves non-cash consideration, the notice shall state a good-faith cash equivalent value. The Remaining Parties may dispute this value, and if so, it shall be determined by the FMV process in Section 1(f). (c) Exercise. The Remaining Parties shall have thirty (30) days to elect, on a pro-rata basis (based on their relative equity holdings), to purchase the equity on the same terms (or at the cash equivalent value). (d) Sale. If the Remaining Parties do not purchase all the offered equity, the Selling Party may, for sixty (60) days thereafter, sell the remaining offered equity to the third party on terms no more favorable than those offered to the Remaining Parties.

### **13.3. Permitted Transfers**

A Party may Transfer their equity to (a) a trust or other entity for bona fide estate planning purposes, or (b) an Affiliate, provided the Party retains all voting control and the transferee agrees in writing to be bound by all terms of this Agreement.

### **13.4. Tag-Along Rights (Co-Sale)**

If a Selling Party proposes to Transfer equity to a third party (after the ROFR process in 13.2), each Remaining Party shall have the right to participate in such sale on a pro-rata basis and on the same terms. The Selling Party must ensure the third-party offer allows for such participation.

### **13.5. Drag-Along Rights**

If Parties holding a majority of the venture's equity approve a Change of Control, all other Parties shall be required to consent to the transaction, Transfer their equity on the same terms, and waive any dissenters' rights.

### **13.6. Voluntary Forfeiture of Equity to Unallocated Pool**

Notwithstanding any other provision, any Party may, at their sole discretion, elect to voluntarily forfeit and surrender any portion of their vested equity (the "Forfeited Equity") back to the Venture's unallocated equity pool, without compensation. Such a forfeiture shall not be the default for any transaction and may only be enacted by the Party's execution of a "Voluntary Forfeiture of Equity Addendum," substantially similar to the form attached hereto as Exhibit AO. Upon execution, the Forfeited Equity shall be immediately returned to the unallocated pool and shall be available for grant pursuant to Section 10.4.1.

## **Section 14. Deadlock and Buy-Sell**

### **14.1. Definition of Deadlock**

A "Deadlock" shall be deemed to exist if a matter requiring a Party Vote fails to pass and the dispute remains unresolved after exhausting the procedures in Section 16 (Dispute Resolution).

### **14.2. Buy-Sell ("Shotgun") Provision**

Upon a Deadlock, any Party (the "Initiating Party") may trigger this buy-sell provision by delivering a written notice to the other Parties (the "Responding Parties") specifying a price per equity point ("Offer Price") substantially similar to Exhibit S-I. The Initiating Party is thereby offering to either (a) buy all of the Responding Parties' equity at the Offer Price, or (b) sell all of their own equity to the Responding Parties at that same Offer Price. The Responding Parties must, within sixty (60) days, elect to either buy the Initiating Party's equity or sell their own equity, as a group, substantially similar to Exhibit S-II. Should the Responding Parties fail to make a valid election in writing within the sixty (60) day period, they shall be deemed to have automatically elected to sell their equity to the Initiating Party at the Offer Price. This section shall be governed by more detailed procedures in the future venture's operating agreement.

### **14.3. Dissolution of Venture**

Notwithstanding any other provision in this Agreement, the dissolution, liquidation, and winding up of any venture formed hereunder shall require a unanimous Party Vote (Section 10.10(a)). Such action shall be documented using an addendum substantially similar to Exhibit AI.

## **ARTICLE IV: GENERAL PROVISIONS**

### **Section 15. Governing Law; Jurisdiction**

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. The Parties consent to the exclusive jurisdiction of the state and federal courts located in San Diego County, California for resolution of any dispute arising hereunder that is not subject to arbitration.

### **Section 16. Dispute Resolution**

Any and all disputes arising out of or in connection with this Agreement shall be resolved according to the following mandatory procedure: (a) Step 1: Good Faith Negotiation. The disputing Parties shall engage in good faith negotiation for a period of no less than thirty (30) days; (b) Step 2: The Founders' Retreat. An off-site, in-person retreat within sixty (60) days if negotiation fails; (c) Step 3: Mentorship Session. A non-binding, guided discussion with a mutually agreed-upon Mentor Council, followed by a Party Vote as defined in Section 10.10(a). A record of this session shall be documented in an addendum substantially similar to Exhibit Z. (d) Step 4: Binding Expert Tie-Breaker. If the dispute is not resolved within ten (10) business days following the Mentorship Session (Step 3), the specific deadlocked matter shall be submitted for a final and binding decision by a single expert tie-breaker (the "Expert") as follows: (i) Scope: This procedure shall apply to any dispute, deadlock, or matter that has failed to be resolved by Steps 1-3, including but not limited to a failed Party Vote, a failed Majority-Seeking Party Vote, or a deadlocked Board Vote. (ii) Selection of Expert: The Parties shall have ten (10) business days to mutually agree upon a single, independent expert with at least ten (10) years of relevant senior-level experience in the Venture's primary industry. If the Parties cannot so agree, then within five (5) additional business days, each "side" of the dispute shall nominate one such expert, and those two nominees shall jointly select a third, neutral expert who shall serve as the sole Expert. (iii) Procedure: The procedure shall be informal and swift. The Expert shall only review a single written summary of the dispute from each side (not to exceed ten (10) pages) and, at their sole discretion, may hold one (1) joint session (in-person or by video, not to exceed three (3) hours) to ask clarifying questions. There shall be no formal discovery, legal motions, or representation by outside legal counsel. (iv) Binding Decision: The Expert shall render a final, binding, and non-appealable written decision resolving the specific deadlocked issue within fifteen (15) days of their selection. The Expert shall be directed to make a decision they believe is in the best interest of the Venture. This decision shall be final and shall have the same force and effect as if it were a unanimous decision by the Parties, and the Parties shall take all necessary actions to implement the decision. (v) Costs: The fees and costs of the Expert shall be borne equally by all Parties to this Agreement.

## **Section 17. Breach and Remedies**

### **17.1. Injunctive Relief**

The Parties acknowledge that a breach of Article II (Confidentiality) or Section 8 (Non-Solicitation) will cause irreparable harm for which monetary damages would be an inadequate remedy, and agree that non-breaching Parties shall be entitled to seek immediate injunctive relief without the necessity of posting a bond.

### **17.2. Equity Consequences**

For any Material Breach finally determined under Section 16, the Company may (i) repurchase all unvested equity at \$0.00; and (ii) repurchase all vested equity at the lesser of cost or Fair Market Value (FMV) only if such breach constitutes "Cause" as defined herein. Repurchase shall be governed by Section 17.6.

### **17.3. Damages and Attorneys' Fees**

In any action or proceeding to enforce this Agreement (including arbitration), the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

### **17.4. Definition of Material Breach**

A "Material Breach" shall be strictly defined as and limited to the following: (a) Unauthorized Disclosure or use of Confidential Information causing demonstrable harm, which is not cured (if curable) within ten (10) days from the date of notice; (b) A repeated (three or more documented instances within a sixty (60) day period) and willful failure to perform duties as defined in a Roles and Responsibilities Addendum, subject to a thirty (30) day cure period which shall commence only upon Board approval of a formal notice as set forth in Section 12.4 and Exhibit H; (c) Any act of fraud, embezzlement, or willful misconduct as defined in "Cause"; or (d) A material breach of any representation or warranty made in this Agreement.

### **17.5. Cure Verification**

A Party who has received a notice of breach may provide evidence that the breach has been cured by submitting a formal addendum to the board, substantially similar to the form attached hereto as Exhibit I. The board shall then determine if the cure is satisfactory via a Special Board Vote for Performance Review as defined in Section 10.10(d).

### **17.6. Valuation and Repurchase Mechanics**

(a) Valuation. Where this Agreement permits repurchase at "Fair Market Value" (FMV), FMV shall be determined as defined in Article I(f). (b) Valuation Dispute. If the Parties cannot agree on an appraiser within fifteen (15) days, the disputing Party and the Board shall each select one appraiser, and those two appraisers shall, within ten (10) days, select a third, whose determination of FMV shall be final and binding. If the two appraisers cannot agree on a third, JAMS shall appoint one. (c) Repurchase. The repurchase price shall be paid by the venture in a lump sum within ninety (90) days of the final valuation, or, at the venture's option, via a secured promissory note paid over no more than twenty-four (24) months with interest at the applicable federal rate.

## **Section 18. Obligations Regarding Minor Party**

### **18.1. Acknowledgment and Consent**

Party 3 and the Guardian acknowledge that Party 3 is a minor. The Guardian has read and understood this Agreement, and consents to and agrees to be bound by its terms on behalf of Party 3, subject to applicable law, including California Family Code § 6710.

### **18.2. Guardian's Representation**

The Guardian represents and warrants that they are the legal parent and/or guardian of Party 3 and have the full legal authority to enter into this Agreement on Party 3's behalf and to bind Party 3 to its terms.

### **18.3. Guardian's Grant of Authority**

The Guardian hereby grants Party 3 full authority and capacity to act and make binding decisions on their own behalf under the scope of this Agreement and any addenda hereto, with the sole exception of the circumstances in Section 10.8. The Guardian agrees that any and all such decisions, consents, or actions taken by Party 3 shall be fully binding and enforceable, as if taken by the Guardian directly, and the Guardian waives any right to disaffirm or challenge such decisions based on Party 3's minority status.

### **18.4. Duty to Ratify**

Party 3 shall, within sixty (60) days of attaining the age of majority (eighteen (18) years in California), execute a written ratification of this Agreement in a form reasonably acceptable to the other Parties.

### **18.5. Consequence of Failure to Ratify**

Failure of Party 3 to timely ratify this Agreement shall not be deemed an automatic Material Breach. Instead, it shall grant the other Parties the right, by Majority-Seeking Party Vote, to either (a) renegotiate Party 3's role and equity in good faith, or (b) purchase Party 3's vested equity, if any, at Fair Market Value. The Parties agree that any remedy shall be equitable and proportionate.

### **18.6. Parental Guarantee**

The undersigned Guardian hereby personally, absolutely, and irrevocably guarantees the full and timely performance of all obligations of Party 3 under this Agreement until such time as Party 3 ratifies the Agreement upon reaching the age of majority. Such guarantee shall automatically and permanently terminate upon Party 3's valid ratification. At that time, the Guardian shall cease to be a Party to this Agreement and will cease to benefit from any right granted thereto.

### **18.7. Extension to Addenda**

The Parental Guarantee shall extend to all addenda executed by Party 3 (with the Guardian's co-signature) prior to reaching the age of majority. Any addendum executed by Party 3 after attaining the age of majority shall be fully binding on Party 3, and the Parental Guarantee shall not apply.

## **Section 19. Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by a recognized overnight courier; or (c) sent by email to the address in the preamble, provided that a non-automated delivery receipt is obtained or the sender does not receive a "bounce-back" or "undeliverable" message within four (4) hours. Notices shall be sent to the addresses set forth in the preamble or such other address as any Party may designate by notice.

## **Section 20. Entire Agreement**

This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, understandings, negotiations, or communications, whether written or oral, relating thereto.

## **Section 21. Amendments**

No modification or amendment of this Agreement shall be binding unless in writing and signed by all Parties. If Party 3 is a minor, Section 18.6 applies.

### **21.1. Master Agreement and Record-Keeping**

(a) Master Digital Copy. The Parties agree that the official "Master Agreement" shall be a single, definitive digital file. (b) Official Custodian. Party 3 (Sahanav Sai Ramesh) is hereby designated as the "Official Custodian" of the Master Agreement. (c) Custodian's Duties. The Official Custodian shall be responsible for: (i) maintaining the definitive digital Master Agreement; and (ii) upon the valid execution of any addendum or exhibit, promptly appending a digital copy of said executed addendum to the end of the Master Agreement, such that all addenda ever filed are part of a single, continuous document. (d) Transfer of Custodianship. Should Party 3 be unable or unwilling to perform the duties of Official Custodian, the role may be transferred to another Party or a third-party Person upon a Majority-Seeking Party Vote. (e) Request for Copy. Any Party may request a complete, up-to-date copy of the Master Agreement, including all attached addenda, by executing and delivering a "Request for Copy Addendum" (substantially similar to Exhibit Q) to the Official Custodian. (f) Fulfillment of Request. Upon receipt of a valid Exhibit Q, the Official Custodian shall, within fifteen (15) business days, deliver a complete digital copy of the entire Master Agreement to the requesting Party and all other Parties. (g) Record of Request. The executed "Request for Copy Addendum" (Exhibit Q) shall itself be appended to the Master Agreement by the Custodian as a formal record of the request and its fulfillment.

### **21.2. Admission of New Parties to this Agreement**

The admission of any new Person as a Party to this Master Collaboration Agreement shall be a rare event and shall require strict adherence to the following procedure: (a) Step 1: Nomination and Provisional Vote. One of the original three Parties must formally nominate the new Person (the "Prospective Party"). The admission must then be provisionally approved by a unanimous Party Vote (Section 10.10(a)), and documented in an addendum substantially similar to Exhibit V-I. (b) Step 2: Probationary Period. Upon execution of Exhibit V-I, the Prospective Party shall enter a one hundred eighty (180) day "Probationary Period." During this period, the Prospective Party shall

be bound by Article II (Confidentiality) and Section 9 (IP), but shall hold no other rights under this Agreement. Any and all Board voting rights held by the Prospective Party in any venture (e.g., as an elected board member) are hereby suspended for the duration of this Period. Any and all share vesting for the Prospective Party shall be paused during this Period, to be unpaused upon the conditions described in Section 21.2(c) or 21.2(d) or the termination of the Period. (c) Step 3: Unilateral Termination of Admission. At any time during the 180-day Probationary Period, any one of the original three Parties may, for any reason or no reason, unilaterally terminate the admission process by executing and delivering an addendum substantially similar to Exhibit V-II to all other Parties. Upon such execution, the admission process is immediately and permanently terminated for this specific nomination, and any Board voting rights suspended under Section 21.2(b) shall be immediately restored. (d) Step 4: Final Admission Vote. If the 180-day Probationary Period expires without an Exhibit V-II being executed, the original three Parties must hold a second, final unanimous Party Vote (Section 10.10(a)) to confirm the admission. (e) Step 5: Joinder Agreement. If, and only if, the final admission vote is successful, the Prospective Party shall become a full Party to this Agreement, with all rights and obligations appertaining thereto, upon their execution of a Joinder Agreement, substantially similar to Exhibit V-III. The executed Exhibit V-III shall be appended to the Master Agreement. (f) The procedure in this Section 21.2 shall not be modified for any reason, including, but not limited to, amendment to this Agreement by way of unanimous consent or Exhibit AF, except to increase the difficulty of the admission process described in Section 21.2(a)-(e) so as to increase the rarity of a new Party to this Agreement.

## **Section 22. Waiver**

The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or any other provision. Any waiver must be in writing and signed by the waiving Party.

## **Section 23. Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a valid provision that most closely reflects the original intent, or a court of competent jurisdiction may "blue pencil" or modify the provision to the minimum extent necessary to render it enforceable.

## **Section 24. Assignment**

No Party may assign or transfer this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Parties, except as permitted in Section 13. Any attempted assignment in violation hereof shall be null and void.

## **Section 25. Counterparts; Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Signatures delivered by facsimile, PDF, or other electronic means shall be deemed effective for all purposes.

## **Section 26. Survival**

Any provisions of this Agreement which by their nature should survive termination or expiration, including but not limited to, Article II (Confidentiality), Section 8 (Non-Solicitation), Section 9 (IP), Section 12.3 (Non-Disparagement), and Article IV (General Provisions), shall so survive.

## **Section 27. Indemnification**

(a) Indemnity. Each Party (an "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) ("Claims") arising from or related to a breach of this Agreement by the Indemnifying Party. (b) Exclusions. No Indemnifying Party shall be liable for any Claims to the extent caused by the indemnified Party's own gross negligence or willful misconduct. (c) Procedure. The indemnified Party shall give the Indemnifying Party prompt written notice of any Claim. The Indemnifying Party shall have the right to control the defense of such Claim, at its own expense, using counsel reasonably acceptable to the indemnified Party. The indemnified Party shall cooperate in the defense. (d) Formal Agreement. The Board shall require each director and officer of a venture to execute a formal Indemnification Agreement, substantially similar to Exhibit AG.

## **Section 28. Insurance**

Any venture formed hereunder shall, as soon as reasonably practicable, obtain and maintain sufficient insurance (including, but not limited to, general liability, errors and omissions (E&O), and directors and officers (D&O) insurance) as determined by a Board Vote. The specific policies, providers, and coverage limits shall be documented in an Insurance Policy Addendum, substantially similar to the form attached hereto as Exhibit M, and shall be reviewed by the Board annually.

## **Section 29. Financial Reporting and Access**

Any venture formed shall maintain accurate books and records. The venture shall provide the Parties with unaudited financial summaries on a quarterly basis. Each Party shall have the right, at their own expense and upon reasonable notice, to inspect and audit the books and records of the venture during normal business hours. If such audit reveals a material discrepancy (greater than 5%), the venture shall reimburse the Party for the cost of the audit.

### **Section 29.1. Regular Board Review**

The Board of any venture shall conduct a formal review on a quarterly, biannual (twice a year), or more frequent basis to assess financial performance, founder performance against the Roles and Responsibilities Addendum (Exhibit B), and key performance indicators (KPIs). The findings of this review shall be documented using an addendum substantially similar to Exhibit AC.

## **Section 30. Tax Matters**

The Parties intend for any venture formed hereunder to be structured in the most tax-efficient manner allowable under applicable state and federal law. (a) Tax Matters Partner. The Parties agree to designate a "Tax Matters Partner" for any venture by a Party Vote, who shall be responsible for managing the venture's tax filings and communications with tax authorities. (b) Initial Structure. It is anticipated that ventures will be formed as a Limited Liability Company (LLC). The default tax classification shall be determined at the time of formation (e.g., partnership, S-Corporation) to

optimize tax benefits for the members. (c) Tax Allocations. All tax allocations and distributions shall be handled in accordance with the venture's formal Operating Agreement and a specific Tax Structure Addendum, substantially similar to the form attached hereto as Exhibit L, which shall be executed upon formation of the venture.

### **30.1. Adjustment of Cost Basis**

The Parties acknowledge that the cost basis of their equity interests may be adjusted due to future events, including but not limited to additional capital contributions (per Exhibit W), certain non-pro-rata distributions, or venture reorganizations. (a) Record-Keeping. The Tax Matters Partner (Section 30(a)) shall be responsible for maintaining accurate records of all transactions that may affect any Party's cost basis. (b) Notice of Basis-Adjusting Event. Following any such event, the Tax Matters Partner shall, in consultation with the Venture's tax advisors, provide a written notice to all Parties detailing the event and its good-faith estimated impact on their respective cost basis. (c) Formal Record. Any such adjustment that is formally recognized by the Venture for tax reporting purposes shall be documented in an addendum, substantially similar to the form attached hereto as Exhibit AN, which shall be attached to the Master Agreement.

### **Section 31. Force Majeure**

No Party shall be liable for any failure to perform its obligations under this Agreement if such failure results from any act of God, riot, war, civil unrest, terrorist act, fire, flood, earthquake, hurricane, natural disaster, pandemic, epidemic, government-mandated shutdown or quarantine, widespread failure of public utilities or communication networks, supply chain failures critical to the venture, or other cause beyond such Party's reasonable control, provided that the Party promptly notifies the other Parties in writing of the event and uses commercially reasonable efforts to resume performance.

### **Section 32. Applicability of Agreement**

The terms and conditions of this Master Collaboration Agreement (the "MCA") shall apply to any venture formed hereunder, provided that one of the following conditions is met: (a) The original three Parties (Party 1, Party 2, and Party 3), in aggregate, collectively own at least twenty-five percent (25%) of the total issued and outstanding equity of that specific venture; OR (b) The original three Parties (Party 1, Party 2, and Party 3), in aggregate, collectively own a majority (50.1% or more) of the total issued and outstanding equity in any other venture formed under this Agreement. Should the original three Parties' collective equity stake in a venture fall below 25%, AND they do not hold a majority stake in any other venture, this MCA shall cease to govern that specific venture, which shall thereafter be governed solely by its own Operating Agreement, articles of incorporation, and bylaws. The applicability of the MCA to any new venture shall be certified by the Parties in an addendum substantially similar to Exhibit AB.

## **ARTICLE V: EXHIBITS**

## EXHIBIT A: VENTURE DESIGNATION ADDENDUM (Original Parties)

The undersigned Parties hereby agree to the following for the venture known as [Insert Project Name or Legal Entity Name] (the "Venture"):

**Role Designations:** Original Founder: [Name of Original Founder]

**Role Selection for [Name of Co-Founder 1]:** (Select one)

- I accept the role of Co-Founder (15% Equity).
- I elect the role of Board Member Only (6.5% Equity).

**Role Selection for [Name of Co-Founder 2]:** (Select one)

- I accept the role of Co-Founder (15% Equity).
- I elect the role of Board Member Only (6.5% Equity).

Application of Vesting (Section 10.9): (Select one)

- Vesting Clause IS NOT Applied to this Venture.
- Vesting Clause IS Applied to this Venture by majority consent.

**EXECUTED AND AGREED:** Party 1: \_\_\_\_\_ (Signature) Party 2: \_\_\_\_\_ (Signature)  
Party 3: \_\_\_\_\_ (Signature)

## EXHIBIT A-2: NEW PARTY VENTURE DESIGNATION ADDENDUM

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 10.1.2, the undersigned Parties (including at least one New Party admitted under Section 21.2) agree to form the Venture with the following structure:

1. Original Founder (31% Equity):

**Original Founder:** [Name of Original Founder]

2. Co-Founder Pool (30% Equity):

The following Parties shall be Co-Founders and shall divide the 30% Co-Founder Pool pro-rata.

**Co-Founder 1:** [Name] (Receives [e.g., 15%] Stake)

**Co-Founder 2:** [Name] (Receives [e.g., 15%] Stake)

**Co-Founder 3 (if any):** [Name] (Receives [e.g., 10%] Stake)

(Total of Co-Founder stakes must equal 30%)

3. Board Member Only Election:

Any Co-Founder listed above may elect this option instead:

(**Name:** \_\_\_\_\_) elects "Board Member Only." Their equity is [Their Stake from Part 2] \* (6.5 / 15) = \_%\*. The remainder reverts to the unallocated pool.

(**Name:** \_\_\_\_\_) elects "Board Member Only." Their equity is [Their Stake from Part 2] \* (6.5 / 15) = \_%\*. The remainder reverts to the unallocated pool.

4. Unallocated Pool:

The remaining 39% (plus any from Part 3) is unallocated.

5. Application of Vesting (Section 10.9):

Vesting Clause IS NOT Applied to this Venture.

Vesting Clause IS Applied to this Venture by majority consent.

EXECUTED AND AGREED BY ALL PARTICIPATING PARTIES: \_\_\_\_\_ (Signature, Party 1/2/3) \_\_\_\_\_ (Signature, Party 1/2/3) \_\_\_\_\_ (Signature, Party 1/2/3) \_\_\_\_\_ (Signature, New Party)

## EXHIBIT B: ROLES AND RESPONSIBILITIES ADDENDUM

For the venture known as [Insert Project Name], the Parties agree to the following duties:

**Original Founder ([Name]):** [List specific duties, responsibilities, and expected contributions.]

**Co-Founder 1 ([Name]):** [List specific duties, responsibilities, and expected contributions.]

**Co-Founder 2 ([Name]):** [List specific duties, responsibilities, and expected contributions.]

**EXECUTED AND AGREED:** Party 1: \_\_\_\_\_ (Signature) Party 2: \_\_\_\_\_ (Signature)

Party 3: \_\_\_\_\_ (Signature)

**EXHIBIT C: BOARD MEMBER FIDUCIARY DUTY ADDENDUM**

I, [Name of New Board Member], in consideration of my position on the board of [Insert Venture Name], hereby acknowledge and agree to the following: (1) Duty of Loyalty: I will act at all times in the best interests of the Company; (2) Duty of Care: I will act with the care that a reasonably prudent person in a like position would use under similar circumstances; (3) Conflict of Interest: I will promptly disclose to the board any potential conflict of interest using the form substantially similar to Exhibit AE; (4) Consequence of Breach: I acknowledge that any vote I cast in breach of these duties may be rescinded by a majority vote of the founding board members.

**EXECUTED AND AGREED:** New Board Member: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

**EXHIBIT D: WAIVER OF RENEGOTIATION ADDENDUM**

The undersigned Parties, in reference to the Master Collaboration Agreement, hereby unanimously waive the mandatory equity renegotiation for the entity [Insert Full Legal Name of Company]. The existing equity structure shall remain in effect. This waiver is permanent and applies only to the aforementioned entity.

**EXECUTED AND AGREED:** Party 1: \_\_\_\_\_ (Signature) Party 2: \_\_\_\_\_ (Signature)  
Party 3: \_\_\_\_\_ (Signature) Guardian: \_\_\_\_\_ (Signature, if Party 3 is a minor)

## EXHIBIT E: RECORD OF BOARD APPROVAL: DESIGNATION OF KEY HIRE

**Date:** \_\_\_\_\_ Venture: [Insert Project Name]

The board of directors hereby approves the designation of the role of [Insert Job Title] as a "Key Hire."

**Vote Record:** (Names of voters and how they voted)

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**EXECUTED AND AGREED BY THE BOARD:** \_\_\_\_\_ (Signature, Board Member 1) \_\_\_\_\_ (Signature, Board Member 2) \_\_\_\_\_ (Signature, Board Member 3) ... (add lines as needed)

## EXHIBIT F: KEY HIRE COMPENSATION APPROVAL ADDENDUM

The board of directors hereby approves the following compensation package for the Key Hire in the role of [Insert Job Title]: [Detail Salary, Bonus, Equity Grant, etc.].

**Vote Record:** (Names of voters and how they voted)

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**EXECUTED AND AGREED BY THE BOARD:** \_\_\_\_\_ (Signature, Board Member 1) \_\_\_\_\_ (Signature, Board Member 2) \_\_\_\_\_ (Signature, Board Member 3) ... (add lines as needed)

## EXHIBIT G: CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (CIIAA)

This Confidential Information and Invention Assignment Agreement (the “CIIAA”) is entered into by [Insert Employee Name] (“Employee”) and [Insert Name of Venture] (the “Company”), effective as of the first day of Employee’s employment with the Company.

In consideration of Employee’s employment with the Company and the compensation received by Employee from the Company, Employee agrees as follows:

**Confidentiality.** (a) **Company Information.** Employee agrees at all times during the term of employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information. (b) **Former Employer Information.** Employee agrees that Employee will not, during employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity. (c) **Third Party Information.** Employee recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation or to use it except as necessary in carrying out Employee’s work for the Company consistent with the Company’s agreement with such third party.

**Invention Assignment.** (a) **Inventions Retained and Licensed.** Employee has attached hereto, as Schedule 1, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to employment with the Company (collectively referred to as “Prior Inventions”), which belong to Employee, which relate to the Company’s proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Employee represents that there are no such Prior Inventions. (b) **Assignment of Inventions.** Employee agrees that Employee will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks, or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time Employee is in the employ of the Company (collectively referred to as “Inventions”).

(c) **Work Made for Hire.** Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of Employee’s

employment with the Company and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(d) Notice of California Labor Code §2870. This Agreement does not apply to any invention that qualifies fully under the provisions of California Labor Code Section 2870. This section provides that an employee invention assignment agreement shall not apply to an invention that the employee developed entirely on their own time without using the Company's equipment, supplies, facilities, or trade secret information, except for those inventions that either (i) relate at the time of conception or reduction to practice to the Company's business, or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the Company. (e) Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Inventions made by Employee (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times. (f) Patent and Copyright Registrations. Employee agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto.

General Provisions. (a) Governing Law. This CIIAA will be governed by the laws of the State of California. (b) Entire Agreement. This CIIAA sets forth the entire agreement and understanding between the Company and Employee relating to the subject matter herein and supersedes all prior discussions between us. No modification of or amendment to this CIIAA, nor any waiver of any rights under this CIIAA, will be effective unless in writing signed by the party to be charged. (c) Severability. If one or more of the provisions in this CIIAA are deemed void by law, then the remaining provisions will continue in full force and effect.

**Employee:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Representative of Company:**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Schedule 1 to CIIAA:** Prior Inventions (Attach list or write "None")

\_\_\_\_\_

## EXHIBIT H: NOTICE OF FAILURE TO PERFORM DUTIES

**To:** The Board of [Insert Venture Name]

This document serves as a proposed notice of repeated and willful failure to perform duties by [Name of Party]. The alleged failures, as outlined in the Roles and Responsibilities Addendum, are: [List specific duties not fulfilled] [Attach/document evidence of failure]

Board Review and Vote Requirement. This proposed notice shall not become effective unless and until it is approved by a majority vote of the Board of Directors (or such higher threshold as may be required under the Agreement). Upon such approval, this notice shall constitute a formal Notice of Failure to Perform Duties, and the thirty (30)-day cure period shall commence as of the date of such Board approval.

**Submitted by:** \_\_\_\_\_ [Name of Initiating Party] Date:  
\_\_\_\_\_

**Approved by Board Vote on:** \_\_\_\_\_

**By:** \_\_\_\_\_ (Chair/Secretary of the Board)

## EXHIBIT I: CURE VERIFICATION ADDENDUM

**To:** The Board of [Insert Venture Name]

This addendum serves as notice that the alleged breach described in the notice dated \_\_\_\_\_ has been cured. The following actions have been taken: [Describe actions taken and provide evidence of cure].

**Submitted by:** \_\_\_\_\_ [Name of Party] Date: \_\_\_\_\_

Board Verification Vote (Special Board Vote per Sec 10.10(d)):

**Voted to Verify Cure:** \_\_\_\_\_

**Voted to Reject Cure:** \_\_\_\_\_

**Abstained:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Result:** [Cure Verified / Cure Rejected]

**Certified by:** (Signature, Board Member 1) (Signature, Board Member 2) ... (add lines as needed)

## EXHIBIT J: NOTICE OF WITHDRAWAL FROM ACTIVE COLLABORATION

To: [Names of Remaining Parties] From: [Name of Withdrawing Party] Date:

\_\_\_\_\_

Pursuant to Section 12.1 of the Master Collaboration Agreement, this letter serves as formal written notice of my withdrawal from active collaboration.

The termination of my active collaboration will be effective ninety (90) days from the date of this notice, on \_\_\_\_\_.

I acknowledge that I remain bound by all surviving obligations of the Agreement, including but not limited to the confidentiality provisions in Article II.

### EXECUTED AND DELIVERED:

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name of Withdrawing Party

**EXHIBIT K: CLAIM OF AN ADDITIONAL BOARD VOTE**

To: [Names of Remaining Parties] From: [Name of Claimant Party] Date:  
\_\_\_\_\_

Pursuant to Section 10.6 of the Master Collaboration Agreement, I hereby claim one (1) more Board Vote as defined in Section 10.10(c).

I acknowledge that I meet all requirements defined in Section 10.6 of the above.

This change will hereby occur in fourteen (14) days from the execution of this Claim.

IN WITNESS WHEREOF, the Claimant Party has executed this Claim.

CLAIMANT PARTY \_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Date

## EXHIBIT L: TAX STRUCTURE ADDENDUM

This addendum details the tax structure for the venture known as [Insert Project Name or Legal Entity Name] (the "Venture"), as approved by the Board pursuant to Section 30.

**Venture Legal Entity Type:** (e.g., LLC, C-Corporation) \_\_\_\_\_

**Tax Election:** (e.g., Taxed as S-Corp, Taxed as Partnership) \_\_\_\_\_

**Tax Matters Partner:** \_\_\_\_\_

**Tax Year End:** \_\_\_\_\_

**Additional Notes:** (Include details on state filings, depreciation methods, etc.) \_\_\_\_\_

**EXECUTED AND AGREED:** Tax Matters Partner: \_\_\_\_\_ (Signature) Approved  
by Board Vote on: \_\_\_\_\_ By: \_\_\_\_\_  
(Chair/Secretary of the Board)

## EXHIBIT M: INSURANCE POLICY ADDENDUM

This addendum documents the insurance policies for the venture known as [Insert Project Name or Legal Entity Name] (the "Venture"), as required by Section 28 and approved by the Board.

Policy Type (e.g., General Liability, E&O, D&O)

Provider

Policy Number

Coverage Limit

Effective Date

This list has been reviewed and approved by the Board. Approved by Board Vote on: \_\_\_\_\_  
By: \_\_\_\_\_ (Chair/Secretary of the Board) Date: \_\_\_\_\_

## EXHIBIT N: PROFIT DISTRIBUTION POLICY ADDENDUM

This addendum documents the Profit Distribution vote for the venture known as [Insert Project Name or Legal Entity Name] (the "Venture"), pursuant to Section 10.12.

**For the Period:** [e.g., Q4 2025]

**Total Profits Available for Allocation:** [Amount]

**Board Vote on Allocation:**

**Percentage to be Reinvested into Venture:** \_%

**Percentage to be Distributed to Equity Holders:** \_%

**Total Distribution Amount:** [Amount]

This allocation was approved by the Board. Vote Record:

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT O: BOARD MEETING MINUTES TEMPLATE

**Venture:** [Insert Venture Name]

**Date of Meeting:** \_\_\_\_\_ Location / Method: (e.g., In-Person at HQ, via Zoom)  
\_\_\_\_\_ Meeting Called to Order at: [Time] by [Name]

1. Attendees:

[Name, Role]

[Name, Role]

[Name, Role]

2. Absent:

[Name, Role]

3. Approval of Previous Minutes:

A motion was made to approve the minutes from the meeting on [Date].

**Motion:** [Passed / Failed] Vote Count: For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain:  
\_\_\_\_\_

4. Old Business (Updates on Action Items):

5. New Business (Motions & Discussions):

**Motion 1:** [Description of motion]

**Discussion Summary:** [Key points]

**Vote Record:**

**For:** [List names]

**Against:** [List names]

**Abstain:** [List names]

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Result:** [Motion Passed / Failed]

**Motion 2:** [Description of motion]

**Discussion Summary:** [Key points]

**Vote Record:**

**For:** [List names]

**Against:** [List names]

**Abstain:** [List names]

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Result:** [Motion Passed / Failed]

6. Action Items (What, Who, When):

**[Action Item]:** Assigned to [Name], Due by [Date]

**[Action Item]:** Assigned to [Name], Due by [Date]

7. Adjournment:

Meeting adjourned at [Time].

Next meeting scheduled for [Date].

**Minutes submitted by:** \_\_\_\_\_ (Secretary / Temporary Secretary)

Minutes Approved on: \_\_\_\_\_

## EXHIBIT P: BASIC OPERATING AGREEMENT (Template)

This Basic Operating Agreement (the "OA") for [Insert Legal Entity Name], LLC (the "Company"), is made by and among the members listed below, effective as of [Date of Formation]. This OA is subject to the terms of the Master Collaboration Agreement (MCA) dated [Effective Date of MCA].

**ARTICLE I: FORMATION & PURPOSE** 1.1 Formation: The Company has been formed as a California Limited Liability Company. 1.2 Purpose: The purpose of the Company is to [Insert Business Purpose, e.g., "develop and market software solutions for..."] and to engage in any other lawful activity.

**ARTICLE II: MEMBERS** 2.1 Members: The initial members of the Company and their equity interests are those defined in the Venture Designation Addendum (Exhibit A or A-2) for this Company. 2.2 Rights & Duties: The rights and duties of the members are as set forth in the MCA, including but not limited to Articles III and IV.

**ARTICLE III: MANAGEMENT** 3.1 Management: The Company shall be managed by its Board, as defined and structured in Section 10 of the MCA. All management decisions, voting, and procedures shall be governed by Section 10.10 of the MCA.

**ARTICLE IV: CAPITAL CONTRIBUTIONS** 4.1 Initial Contributions: The initial capital contributions (whether in cash, property, or services) of each member shall be recorded in the Company's books and records, approved by a Board Vote, and documented in an addendum substantially similar to Exhibit W. 4.2 Additional Contributions: No member shall be required to make additional capital contributions unless approved by a Party Vote.

**ARTICLE V: DISTRIBUTIONS & TAXES** 5.1 Distributions: The allocation and distribution of profits shall be governed by Section 10.12 and Exhibit N of the MCA. 5.2 Tax Matters: The tax structure, allocations, and designation of a Tax Matters Partner shall be governed by Section 30 and Exhibit L of the MCA.

**ARTICLE VI: GENERAL PROVISIONS** 6.1 Governing Law: This OA shall be governed by the laws of the State of California. 6.2 Controlling Agreement: This OA is intended to be a foundational document. In the event of any conflict between this OA and the Master Collaboration Agreement, the Master Collaboration Agreement shall control. 6.3 Amendments: This OA may be amended only by a written instrument signed by all members, in accordance with the amendment procedures of the MCA and documented using an addendum substantially similar to Exhibit AF.

## EXHIBIT Q: REQUEST FOR COPY ADDENDUM

**To:** [Name of Official Custodian, Default: Sahanav Sai Ramesh]

**From:** [Name of Requesting Party]

**Date of Request:** \_\_\_\_\_

Pursuant to Section 21.1(e) of the Master Collaboration Agreement, the undersigned Party hereby requests a complete and up-to-date digital copy of the Master Agreement and all attached addenda.

**EXECUTED AND DELIVERED:** \_\_\_\_\_ Signature \_\_\_\_\_ Printed Name of Requesting Party

CUSTODIAN'S ACKNOWLEDGEMENT I, the undersigned Official Custodian, hereby acknowledge receipt of this request and certify that a complete copy of the Master Agreement was delivered to all Parties on the date below.

\_\_\_\_\_ Signature of Custodian \_\_\_\_\_ Printed Name of Custodian Date Fulfilled:  
\_\_\_\_\_

## EXHIBIT R: TRANSFER OF CUSTODIANSHIP ADDENDUM

**Date:** \_\_\_\_\_

Pursuant to Section 21.1(d) of the Master Collaboration Agreement, the undersigned Parties, constituting a Majority-Seeking Party Vote, hereby transfer the role and duties of the "Official Custodian."

**Outgoing Custodian:** \_\_\_\_\_ (Printed Name)

**New Custodian:** \_\_\_\_\_ (Printed Name)

By signing below, the New Custodian acknowledges and accepts all responsibilities of the Official Custodian as defined in Section 21.1(c).

**EXECUTED AND AGREED BY A MAJORITY-SEEKING PARTY VOTE:**

\_\_\_\_\_ Signature (Party \_\_\_\_\_) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Party \_\_\_\_\_) \_\_\_\_\_ Printed Name

**(Optional Third Party Signature):** \_\_\_\_\_ Signature (Party \_\_\_\_\_) \_\_\_\_\_  
Printed Name

**ACKNOWLEDGEMENT AND ACCEPTANCE BY NEW CUSTODIAN:**

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name of New Custodian

**EXHIBIT S-I: INVOCATION OF BUY-SELL PROVISION**

**To:** [Names of Responding Parties]

**From:** [Name of Initiating Party]

**Date:** \_\_\_\_\_

**Venture:** [Insert Venture Name]

**Subject:** Formal Notice of Invocation of Buy-Sell ("Shotgun") Provision

This document serves as formal written notice pursuant to Section 14.2 of the Master Collaboration Agreement (the "Agreement").

The undersigned ("Initiating Party") hereby certifies that a "Deadlock" (as defined in Section 14.1) exists and remains unresolved after exhausting the procedures in Section 16.

The Initiating Party hereby invokes the Buy-Sell provision for the [Insert Venture Name] venture.

**BINDING OFFER:**

The Initiating Party hereby specifies a price of [Amount, e.g., \$1,000] per one-hundredth of one percent (0.01%) of total company equity (the "Offer Price").

This notice constitutes a binding, irrevocable offer by the Initiating Party to either:

(a) **BUY:** Purchase all of the Responding Parties' collective equity in the Venture at the Offer Price.  
OR (b) **SELL:** Sell all of the Initiating Party's equity in the Venture to the Responding Parties, as a group, at the same Offer Price.

**RESPONSE DEADLINE:**

Pursuant to Section 14.2, the Responding Parties must, as a group, elect in writing to either buy the Initiating Party's equity or sell their own equity.

This binding written election must be delivered to the Initiating Party within sixty (60) days of your receipt of this notice.

**EXECUTED AND DELIVERED BY INITIATING PARTY:**

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Date of Notice

## EXHIBIT S-II: RESPONSE TO BUY-SELL INVOCATION

**To:** [Name of Initiating Party]

**From:** [Names of Responding Parties]

**Date:** \_\_\_\_\_

**Venture:** [Insert Venture Name]

**Subject:** Binding Election in Response to Buy-Sell Notice Dated [Date of Exhibit S-I]

The undersigned ("Responding Parties"), in formal response to the Buy-Sell Provision invoked by [Name of Initiating Party] on the date specified above (the "Notice"), and acknowledging the stated Offer Price of [Specify Price from Notice] per one-hundredth of one percent (0.01%) of equity, hereby make the following binding, irrevocable election as a group:

**(PLEASE CHECK ONE):**

**WE ELECT TO SELL:** The Responding Parties hereby agree to sell all of their collective equity interests in the Venture to the Initiating Party at the Offer Price.

**WE ELECT TO BUY:** The Responding Parties hereby agree to buy all of the Initiating Party's equity interests in the Venture at the Offer Price.

We acknowledge this election is final and binding. We agree to cooperate in good faith to proceed with the closing of this transaction in accordance with the Master Collaboration Agreement and the venture's Operating Agreement.

**EXECUTED AND AGREED BY ALL RESPONDING PARTIES:**

\_\_\_\_\_ Signature (Responding Party 1)

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Responding Party 2)

\_\_\_\_\_ Printed Name

## EXHIBIT T: FORMAL NOTICE TO CALL A MEETING

**To:** All Parties to the Master Collaboration Agreement / All Members of the Board of [Venture Name]

**From:** [Name of Calling Party]

**Date of Notice:** \_\_\_\_\_

This document serves as formal written notice, as required by the Master Collaboration Agreement, that the undersigned Party hereby calls for a meeting.

1. Type of Meeting: (Check one)

Party Vote Meeting (Requires unanimous presence, 3 business days notice per Sec 10.10(a))

Majority-Seeking Party Vote Meeting (Requires unanimous presence, 3 business days notice per Sec 10.10(a)(i))

General Company Vote Meeting (14 days notice per Sec 10.10(b))

Board Vote Meeting (3 business days notice per Sec 10.10(c))

Special Board Vote Meeting (3 business days notice per Sec 10.10(d))

Unweighted Board Vote Meeting (4 business days notice per Sec 10.10(e))

Two-Thirds Board Vote Meeting (3 business days notice per Sec 10.10(c) rules)

2. Date of Proposed Meeting: \_\_\_\_\_

3. Time of Proposed Meeting: \_\_\_\_\_ [Time / Timezone]

4. Location / Method: (e.g., [Company HQ Address], [Zoom Link], [Teleconference Number])  
\_\_\_\_\_

5. Purpose & Agenda: The specific purpose(s) of this meeting shall include:

**[Agenda Item 1:** e.g., To discuss and vote on...]

**[Agenda Item 2:** e.g., To review...]

[Agenda Item 3]

**EXECUTED AND DELIVERED BY CALLING PARTY:**

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

## EXHIBIT U: APPOINTMENT OF NON-PARTY FOUNDER

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

**PART 1: APPOINTMENT & PARTY VOTE** Pursuant to Section 10.1.1 of the Master Collaboration Agreement, the undersigned Parties hereby unanimously appoint the following individual (the "Non-Party Founder") to a founder role for the Venture:

**Appointee Name:** [Insert Full Legal Name] Appointee Contact: [Insert Email and Address]

**Role Appointed:** (Check one)

Original Founder (Gets 31% Equity from Unallocated Pool)

Co-Founder (Gets 15% Equity from Unallocated Pool) (Equity is subject to mandatory vesting per Section 10.4.1)

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:** \_\_\_\_\_

Signature (Party 1) \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 2)

\_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 3) \_\_\_\_\_

Printed Name

**PART 2: NEW ROLE DESIGNATION FOR ORIGINAL PARTIES** Contingent upon the appointment in Part 1, the original Parties agree to the following roles for this Venture:

**If Non-Party is Original Founder:**

**Party 1, [Name]:**  Co-Founder (15%) OR  Board Member Only (6.5%)

**Party 2, [Name]:**  Co-Founder (15%) OR  Board Member Only (6.5%)

**Party 3, [Name]:**  Co-Founder (15%) OR  Board Member Only (6.5%)

**If Non-Party is Co-Founder:**

**Original Founder ([Name]):** Remains Original Founder (31%)

**Party [Name]:**  Co-Founder (15%) OR  Board Member Only (6.5%)

**Party [Name]:**  Co-Founder (15%) OR  Board Member Only (6.5%)

**AGREED BY ORIGINAL PARTIES:** \_\_\_\_\_ Signature (Party 1)

\_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Signature (Party 3)

**PART 3: JOINDER AGREEMENT BY NON-PARTY FOUNDER** The undersigned Non-Party Founder, in consideration of their appointment and equity grant, hereby agrees to be fully, completely, and irrevocably bound by all terms, conditions, obligations, and responsibilities of the Master Collaboration Agreement dated [Effective Date of Agreement], as if they were an original signatory, for the full duration of their involvement with the Venture.

**ACCEPTED AND AGREED BY NON-PARTY FOUNDER:** \_\_\_\_\_ Signature of Appointee \_\_\_\_\_ Printed Name of Appointee

# EXHIBIT V-I: NOMINATION AND PROVISIONAL ACCEPTANCE OF NEW PARTY

**Date:** \_\_\_\_\_ **Subject:** Admission of Prospective Party to Master Collaboration Agreement

Pursuant to Section 21.2(a) of the Master Collaboration Agreement, the undersigned original Parties hereby unanimously approve the nomination of the following individual (the "Prospective Party") to begin the admission process:

**Prospective Party Name:** [Insert Full Legal Name] **Prospective Party Contact:** [Insert Email and Address]

**Acknowledgement:** The Parties and the Prospective Party acknowledge that this approval begins a 180-day "Probationary Period" (the Period) as defined in Section 21.2(b). During this time, the Prospective Party is bound by Article II (Confidentiality) and Section 9 (IP) of the Agreement, and any existing Board voting rights are suspended. Any share vesting is hereby paused for the duration of the Period. The Prospective Party holds no other rights.

This process may be terminated at any time during the Probationary Period by any single original Party, as per Section 21.2(c) and Exhibit V-II.

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:** \_\_\_\_\_  
Signature (Party 1) \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 2)  
\_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 3) \_\_\_\_\_  
Printed Name

**ACCEPTED AND ACKNOWLEDGED BY PROSPECTIVE PARTY:**  
\_\_\_\_\_ Signature of Prospective Party \_\_\_\_\_ Printed Name

## EXHIBIT V-II: UNILATERAL TERMINATION OF ADMISSION PROCESS

**Date:** \_\_\_\_\_ Subject: Termination of Admission for [Name of Prospective Party]

Pursuant to Section 21.2(c) of the Master Collaboration Agreement, the undersigned, being one of the original three Parties to the Agreement, does hereby unilaterally and immediately terminate the admission process for the Prospective Party named above.

This termination is effective immediately upon delivery of this notice to the other Parties. Any Board voting rights suspended under Section 21.2(b) are hereby restored. Any share vesting previously paused under Section 21.2 is hereby resumed.

**EXECUTED AND DELIVERED BY:** \_\_\_\_\_ Signature (Party 1, 2, or 3)  
\_\_\_\_\_ Printed Name

# EXHIBIT V-III: FINAL ADMISSION AND JOINDER AGREEMENT

**Date:** \_\_\_\_\_ Subject: Final Admission of [Name of New Party] as a Party to the Agreement

1. Final Approval: Pursuant to Section 21.2(d) of the Master Collaboration Agreement, the 180-day Probationary Period for [Name of New Party] (the "New Party") having expired without termination, the undersigned original Parties hereby grant final, unanimous approval for the admission of the New Party as a full Party to the Agreement.

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:** \_\_\_\_\_  
Signature (Party 1) \_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 2)  
\_\_\_\_\_ Printed Name \_\_\_\_\_ Signature (Party 3) \_\_\_\_\_  
Printed Name

2. Joinder Agreement: The undersigned New Party, in consideration of their admission as a Party to the Master Collaboration Agreement dated [Effective Date of Agreement], hereby agrees to be fully, completely, and irrevocably bound by all terms, conditions, obligations, and responsibilities of said Agreement and all Exhibits thereto, as if they were an original signatory.

**ACCEPTED AND AGREED BY NEW PARTY:** \_\_\_\_\_ Signature of New Party  
\_\_\_\_\_ Printed Name of New Party

# EXHIBIT W: CAPITAL CONTRIBUTION AGREEMENT

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 4.1 of the Basic Operating Agreement (Exhibit P), the undersigned agree that the following initial capital contributions have been made or will be made to the Venture:

Contributing Party

Contribution Type (e.g., Cash, Code, IP, Services)

Description

Agreed-Upon Value

[Party Name]

Cash

[Amount]

[Party Name]

Pre-Existing IP

[Describe IP, e.g., "Software library for..."]

[Amount]

[Party Name]

Services

[Describe Services, e.g., "100 hours of..."]

[Amount]

[Party Name]

The Parties agree that the values listed above are a fair and accurate representation of the contributions.

**APPROVED BY BOARD VOTE ON:** \_\_\_\_\_ By:  
\_\_\_\_\_ (Chair/Secretary of the Board)

**AGREED BY CONTRIBUTING PARTIES:** \_\_\_\_\_ Signature (Party  
\_\_\_\_\_) \_\_\_\_\_ Signature (Party \_\_\_\_\_)

## EXHIBIT X: RESOLUTION TO OPEN BANK ACCOUNT

**Venture:** [Insert Legal Entity Name] Date: \_\_\_\_\_

The undersigned, being all members of the Board of the Venture, hereby adopt the following resolution:

RESOLVED, that the Venture shall open one or more bank accounts with [Name of Bank].

RESOLVED, that the following persons are authorized signatories for such accounts, and their signatures shall be sufficient to transact any and all business with the bank:

[Name of Signatory 1], [Title]

[Name of Signatory 2], [Title]

RESOLVED, that this resolution shall be provided to the bank as certification of the Venture's authority to open and maintain such accounts.

**APPROVED BY BOARD VOTE ON:** \_\_\_\_\_ Vote Record:

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

## EXHIBIT Y: ASSIGNMENT OF PRE-EXISTING INTELLECTUAL PROPERTY

**Assignor:** [Name of Party assigning the IP] **Assignee:** [Insert Legal Entity Name of Venture] **Date:**

---

For good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor, pursuant to Section 9.2(a) of the Master Collaboration Agreement, does hereby sell, assign, transfer, and set over unto the Assignee, its successors and assigns, all of the Assignor's right, title, and interest in and to the following Pre-Existing Intellectual Property (the "IP"):

**Description of IP:** [Provide a detailed description of the IP, including any patent numbers, code repository links, or other identifiers.]

The Assignor represents and warrants that they are the sole owner of the IP, that the IP does not infringe on the rights of any third party, and that they have the full right and authority to make this assignment.

**EXECUTED AND AGREED BY ASSIGNOR:** \_\_\_\_\_ Signature  
\_\_\_\_\_ Printed Name

**ACCEPTED BY ASSIGNEE (VENTURE):** By: \_\_\_\_\_ (Authorized Officer / Board Member) Title: \_\_\_\_\_

## EXHIBIT Z: MENTORSHIP SESSION RECORD

**Venture:** [Insert Venture Name] Date of Session: \_\_\_\_\_

Pursuant to Section 16(c) of the Master Collaboration Agreement, a Mentorship Session was held to address an unresolved dispute.

**Disputing Parties:**

[Name]

[Name]

**Mentor Council:**

[Name of Mentor 1]

[Name of Mentor 2]

[Name of Mentor 3]

**Summary of Dispute:** [Brief, neutral summary of the issue(s) discussed.]

**Non-Binding Recommendation of Mentor Council:** [Detail the recommendations, solutions, or compromises proposed by the Mentor Council.]

**Acknowledgement of Parties:** The undersigned Parties acknowledge that they participated in this session and have received the non-binding recommendation.

\_\_\_\_\_ Signature (Disputing Party 1) \_\_\_\_\_ Signature (Disputing Party 2)

**Certified by:** \_\_\_\_\_ (A non-disputing Party or agreed-upon Secretary)

# EXHIBIT AA: UNALLOCATED EQUITY GRANT AGREEMENT

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 10.4.1 of the Master Collaboration Agreement, the Board of the Venture hereby approves the following grant of equity from the unallocated pool:

**Recipient Name:** [Insert Full Legal Name] **Recipient Role:** [e.g., Advisor, Employee, Co-Founder]  
**Equity Grant:** [Percentage, e.g., "1.5%"] of total issued and outstanding equity.

Vesting Schedule (Mandatory per Section 10.4.1):

**Vesting Term:** [Default: 2 Years]

**Cliff:** [Default: 6 Months]

**Vesting:** [Default: 25% vests at 6-month cliff, with the remainder vesting in equal monthly installments over the following 18 months.]

**Waiver of Vesting:** The undersigned, by unanimous Party Vote, hereby waive the mandatory vesting requirement for this specific grant. (Requires all 3 original Party signatures below).

**APPROVED BY BOARD VOTE ON:** \_\_\_\_\_ Vote Record:

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

Optional Signatures for Vesting Waiver (Requires all 3): \_\_\_\_\_ (Party 1)  
\_\_\_\_\_ (Party 2) \_\_\_\_\_ (Party 3)

## EXHIBIT AB: CERTIFICATION OF AGREEMENT APPLICABILITY

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

The undersigned Parties hereby certify that the Venture named above is subject to the Master Collaboration Agreement (MCA) dated [Effective Date of Agreement], pursuant to Section 32, for the following reason (check at least one):

**Direct Stake:** The original three Parties collectively hold 25% or more of the equity in this Venture. (Section 32(a))

**Controlling Stake in Other Venture:** The original three Parties collectively hold a majority (50.1%) stake in another venture formed under the MCA (Venture Name: \_\_\_\_\_), thereby making this Venture subject to the MCA. (Section 32(b))

This certification confirms that all voting, transfer, and governance rules of the MCA apply to this Venture.

**EXECUTED AND AGREED BY THE PARTIES:** \_\_\_\_\_ Signature (Party 1)  
\_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Signature (Party 3)

## EXHIBIT AC: QUARTERLY/ANNUAL BOARD REVIEW

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_ Review Period: [e.g., Q4 2025 / Annual 2025]

This addendum documents the formal Board Review required by Section 29.1.

### 1. Financial Review:

Profit & Loss (P&L) Statement reviewed.

Balance Sheet reviewed.

Cash Flow Statement reviewed.

Budget vs. Actuals reviewed.

**Key Financial Notes:** \_\_\_\_\_

### 2. Founder Performance Review (against Exhibit B):

**Original Founder ([Name]):**  Meets Expectations  Exceeds Expectations  Needs Improvement

**Co-Founder ([Name]):**  Meets Expectations  Exceeds Expectations  Needs Improvement

**Co-Founder ([Name]):**  Meets Expectations  Exceeds Expectations  Needs Improvement

**Performance Notes & Action Items:** \_\_\_\_\_

### 3. Key Performance Indicators (KPI) Review:

[KPI 1, e.g., "User Growth"]: Target: \_\_\_\_\_ Actual: \_\_\_\_\_

[KPI 2, e.g., "Revenue"]: Target: \_\_\_\_\_ Actual: \_\_\_\_\_

[KPI 3, e.g., "Product Uptime"]: Target: \_\_\_\_\_ Actual: \_\_\_\_\_

4. Resolutions & Actions: Based on this review, the Board resolves to: [e.g., "Approve budget for next quarter," "Set new KPI target for..."]

**CERTIFIED BY THE BOARD:** \_\_\_\_\_ Signature (Board Member)  
 \_\_\_\_\_ Signature (Board Member) \_\_\_\_\_ Signature (Board Member)

## EXHIBIT AD: APPROVAL OF MAJOR TRANSACTION

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 10.13, the Board hereby approves the following Major Transaction:

**Type of Transaction:** (Check one)

- Expenditure > \$50,000
- Debt Obligation > \$25,000
- Asset Sale/Lease > \$50,000
- Contract Term > 2 Years
- Strategic Partnership / Joint Venture / Acquisition

**Description of Transaction:** [Provide full details: e.g., "Purchase of server equipment from [Vendor] for \$75,000," "5-year office lease at [Address]."]

**Business Justification:** [Briefly explain why this is necessary.]

**APPROVED BY BOARD VOTE ON:** \_\_\_\_\_ Vote Record:

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

**EXHIBIT AE: CONFLICT OF INTEREST DISCLOSURE**

**To:** The Board of [Insert Venture Name] **From:** [Name of Disclosing Board Member] **Date:**  
\_\_\_\_\_

Pursuant to my fiduciary duties and Exhibit C of the Master Collaboration Agreement, I hereby disclose a potential, actual, or perceived Conflict of Interest.

1. Nature of the Conflict: [Describe the conflict, e.g., "My family member is the owner of [Vendor Name], a company we are considering for a contract," or "I have a personal financial interest in [Competitor Name]."]

2. Venture Matter(s) Involved: [List any specific votes, contracts, or discussions this conflict relates to.]

3. Action Taken:  I will recuse myself from any vote related to this matter.  I am disclosing this for transparency and believe I can vote impartially.  I am requesting the Board's guidance on how to proceed.

I certify that this disclosure is accurate and complete to the best of my knowledge.

\_\_\_\_\_ Signature (Disclosing Board Member)

**Received and Acknowledged by the Board:** \_\_\_\_\_  
(Chair/Secretary of the Board)

## EXHIBIT AF: AMENDMENT TO OPERATING AGREEMENT

**Venture:** [Insert Legal Entity Name] Date: \_\_\_\_\_

Pursuant to Section 6.3 of the Basic Operating Agreement (Exhibit P), the undersigned, being all members of the Venture, hereby agree to amend the Operating Agreement as follows:

**Article/Section to be Amended:** [e.g., "Article III, Section 3.1"]

**Original Text:** [Quote original text]

**Amended Text:** [Write new text in full]

This amendment shall be effective as of the date signed below and shall be attached to the Venture's Operating Agreement.

**EXECUTED AND AGREED BY ALL MEMBERS:** \_\_\_\_\_ Signature (Member)  
\_\_\_\_\_ Signature (Member) \_\_\_\_\_ Signature (Member) ... (add lines  
as needed)

## EXHIBIT AG: DIRECTOR & OFFICER INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Indemnity Agreement") is made as of [Date] by and between [Insert Legal Entity Name of Venture] (the "Company") and [Name of Director/Officer] (the "Indemnitee").

RECITALS WHEREAS, the Company desires to attract and retain the services of highly qualified individuals, such as Indemnitee, to serve as directors and/or officers; WHEREAS, the Company's bylaws and the Master Collaboration Agreement provide for the indemnification of its directors and officers, and this Agreement is intended to formalize and secure those rights.

NOW, THEREFORE, in consideration of Indemnitee's service, the parties agree as follows:

1. Indemnification. The Company shall indemnify the Indemnitee to the fullest extent permitted by California law against any and all "Expenses" (as defined below) incurred in connection with any "Proceeding" (as defined below) to which Indemnitee was or is a party or is threatened to be made a party by reason of the fact that Indemnitee is or was a director, officer, employee, or agent of the Company. 2. Definitions. (a) "Proceeding" includes any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative. (b) "Expenses" includes all attorneys' fees, costs, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by Indemnitee. 3. Advancement of Expenses. The Company shall advance all Expenses incurred by Indemnitee in defending any Proceeding, upon receipt of an undertaking by Indemnitee to repay such amount if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Company. 4. Non-Exclusivity. The rights provided herein shall not be deemed exclusive of any other rights to which Indemnitee may be entitled under the Company's bylaws, any other agreement, or as a matter of law. 5. Severability. If any part of this Indemnity Agreement is held to be invalid, the remaining parts shall remain in full force and effect. 6. Governing Law. This Indemnity Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**THE COMPANY:** [Insert Legal Entity Name] By: \_\_\_\_\_ Name: \_\_\_\_\_ Title:  
\_\_\_\_\_

**INDEMNITEE:** \_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

**EXHIBIT AH: RESOLUTION TO REMOVE A BOARD MEMBER**

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 10.14, the Board hereby considers the removal of the following board member:

**Board Member Under Review:** [Name of Board Member]

**Reason for Removal:** (Check one)  For Cause (per Section 10.14(a) & Section 1(d)) \* Justification: \_\_\_\_\_ \* Vote Type: Unweighted Board Vote (Section 10.10(e))  Without Cause (per Section 10.14(b)) \* Vote Type: Two-Thirds Board Vote (Section 10.10(g))

**Vote Record:**

**For:** \_\_\_\_\_ (List names and weighted votes if applicable)

**Against:** \_\_\_\_\_ (List names and weighted votes if applicable)

**Abstain:** \_\_\_\_\_

**Total Vote Count (Weighted or Unweighted):** For: \_\_\_\_\_ Against: \_\_\_\_\_

Total Available Votes (for Two-Thirds calculation): \_\_\_\_\_

**Result:**  Motion Passes. The Board Member is removed, effective immediately.  Motion Fails.

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

## EXHIBIT AI: RESOLUTION TO DISSOLVE VENTURE

**Venture:** [Insert Legal Entity Name] Date: \_\_\_\_\_

The undersigned, constituting a unanimous Party Vote as required to dissolve the Venture, hereby adopt the following resolution:

RESOLVED, that the Venture known as [Insert Legal Entity Name] shall be, and hereby is, dissolved, contingent upon a "winding up" of all its affairs.

RESOLVED, that [Name of Party or Officer] is appointed to manage the winding up, which shall include:

Paying all outstanding debts and liabilities.

Liquidating all Company assets.

Distributing any remaining assets to the members in accordance with their equity ownership and the Operating Agreement.

RESOLVED, that upon completion of the winding up, [Name of Party or Officer] is authorized to file a Certificate of Dissolution with the California Secretary of State.

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:** \_\_\_\_\_

Signature (Party 1) \_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Signature (Party

3) (Add lines for any New Parties admitted under Sec 21.2)

## EXHIBIT AJ: AMENDMENT TO VENTURE NAME OR PURPOSE

**Venture:** [Insert Current Legal Entity Name] Date: \_\_\_\_\_

The Board hereby approves the following change(s) to the Venture's formation:

**Change of Legal Name:**  The legal name of the Venture is changed from the above to: New Legal Name: \_\_\_\_\_

**Change of Business Purpose:**  The business purpose of the Venture (as stated in Exhibit P) is amended to: New Purpose: \_\_\_\_\_

The Board confirms that all necessary state filings (e.g., Certificate of Amendment) will be made to reflect this change.

**APPROVED BY BOARD VOTE ON:** \_\_\_\_\_ Vote Record:

**For:** \_\_\_\_\_

**Against:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

# EXHIBIT AK: TAX MATTERS PARTNER REDESIGNATION ADDENDUM

**Venture:** [Insert Venture Name] Date: \_\_\_\_\_

Pursuant to Section 30(a) of the Master Collaboration Agreement, the undersigned Parties, by unanimous Party Vote, hereby agree to redesignate the "Tax Matters Partner" for the Venture named above.

**Outgoing Tax Matters Partner:** [Insert Full Name of Outgoing Partner]

**New Tax Matters Partner:** [Insert Full Name of New Partner]

By executing this addendum, the Parties confirm this change, and the New Tax Matters Partner acknowledges and accepts all responsibilities associated with the role as defined in Section 30(a) of the Agreement.

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:**

\_\_\_\_\_ Signature (Party 1) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Party 3) \_\_\_\_\_ Printed Name

(Add signature lines for any New Parties admitted under Section 21.2, as required for a Party Vote)

**ACKNOWLEDGEMENT AND ACCEPTANCE BY NEW TAX MATTERS PARTNER:**

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

# EXHIBIT AL-I: UNANIMOUS WAIVER OF NOTICE FOR PARTY VOTE

**Venture:** [Insert Venture Name, or "All Matters" if general] Date of Meeting: \_\_\_\_\_  
Location/Method: \_\_\_\_\_

Pursuant to the Master Collaboration Agreement, the undersigned, constituting all Parties required for a quorum for a Party Vote (per Section 10.10(a)) or a Majority-Seeking Party Vote (per Section 10.10(a)(i)), hereby unanimously agree as follows:

**Waiver:** We waive the 3-business-day notice requirement for this specific meeting.

**Certification of Quorum:** We certify that a full quorum of all Parties is present.

**Action:** We agree to proceed immediately with a Party Vote / Majority-Seeking Party Vote (as applicable) on the agenda items listed below.

**Agenda for Immediate Vote:**

[Agenda Item 1: e.g., To discuss and vote on...]

[Agenda Item 2: e.g., To approve...]

This waiver is effective immediately upon execution by all Parties.

**EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:**

\_\_\_\_\_ Signature (Party 1) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Party 3) \_\_\_\_\_ Printed Name

(Add signature lines for any New Parties admitted under Section 21.2, as required for a Party Vote quorum)

# EXHIBIT AL-II: MAJORITY WAIVER OF NOTICE FOR BOARD VOTE

**Venture:** [Insert Venture Name] **Date of Meeting:** \_\_\_\_\_ **Location/Method:** \_\_\_\_\_

The undersigned Board Members, being present at the meeting detailed above, hereby certify the following:

**Certification of Quorum:** A quorum of the Board, as required for the vote type(s) listed below (per Section 10.10(c), 10.10(e), or 10.10(g)), is present.

**Board Members Present:** [Name] [Name] [Name] (List all board members present)

**Waiver of Notice:** The undersigned, constituting at least one-half (50%) of the Board Members present, hereby vote to waive the standard notice period (per Exhibit T) for this meeting.

**Action:** The Board shall proceed immediately to vote on the agenda items listed below.

**Agenda for Immediate Vote:**

[Agenda Item 1: e.g., To discuss and vote on...]

[Agenda Item 2: e.g., To approve...]

Signatures of Board Members Approving Waiver (Must be at least 1/2 of those listed in #2):

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

(Add lines as needed)

This waiver is effective immediately upon execution by the required majority of present members.

## EXHIBIT AL-III: DEMAND FOR EXPEDITED BOARD VOTE

### PART 1: INITIATION OF DEMAND

**Venture:** [Insert Venture Name] Date of Demand: \_\_\_\_\_

The undersigned ("Initiating Members"), constituting at least twenty percent (20%) of the total number of individuals serving on the Board of the Venture, hereby demand an "Expedited Board Vote" be held.

This demand supersedes the standard notice periods required by Section 10.10 and Exhibit T. This vote shall be held immediately at the time and place a valid quorum (as required for the vote type below) is first established and present.

**Vote Type Required:** (Check one)  Board Vote (per 10.10(c))  Unweighted Board Vote (per 10.10(e))  Two-Thirds Board Vote (per 10.10(g))  Special Board Vote (per 10.10(d))

**Mandatory Agenda / Motion:** [Clearly state the specific motion(s) to be voted on]

#### Executed by Initiating Members:

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature \_\_\_\_\_ Printed Name

(Add lines as needed to meet 20% threshold)

### PART 2: CERTIFICATION OF EXPEDITED VOTE

**Date of Vote:** \_\_\_\_\_ **Location/Method:** \_\_\_\_\_

I, the undersigned, serving as Chair/Secretary for this meeting, hereby certify the following:

**Quorum Established:** A valid quorum (as required by the vote type in Part 1) became present at the date and time above.

**Members Present:** [List all members present]

**Vote:** The motion(s) in Part 1 were put to an immediate vote.

#### Vote Record:

**Motion:** [Restate motion from Part 1]

**For:** [List names and/or weighted votes]

**Against:** [List names and/or weighted votes]

**Abstain:** [List names and/or weighted votes]

**Total Vote Count:** For: \_\_\_\_\_ Against: \_\_\_\_\_ Abstain: \_\_\_\_\_

**Result:** [Motion Passed / Motion Failed]

**Certified by:** \_\_\_\_\_ (Chair/Secretary of the Board)

## EXHIBIT AM: INITIAL CAPITALIZATION TABLE

**Venture:** [Insert Legal Entity Name]

**Date:** \_\_\_\_\_

Pursuant to Section 10.3.1, this table represents the initial capitalization of the Venture upon its formation.

Equity Holder Name

Role / Title

Equity Percentage

Shares / Units

Vested / Unvested

Notes (e.g., Vesting Schedule)

[Thien Franco]

[e.g., Original Founder]

[e.g., 31.0%]

[Vested/Unvested]

[e.g., Subject to Sec 10.9]

[Robert Morrison]

[e.g., Co-Founder]

[e.g., 15.0%]

[Vested/Unvested]

[e.g., Subject to Sec 10.9]

[Sahanav Sai Ramesh]

[e.g., Co-Founder]

[e.g., 15.0%]

[Vested/Unvested]

[e.g., Subject to Sec 10.9]

**[Other:** e.g., Non-Party Founder]

Total Founder Pool

[e.g., 61.0%]

Unallocated Pool

(For future hires, etc.)

[e.g., 39.0%]

N/A

TOTAL

100.0%

We, the undersigned, certify that this Capitalization Table is accurate as of the date above.

**EXECUTED AND AGREED:**

\_\_\_\_\_ (Signature, Party 1)

\_\_\_\_\_ (Signature, Party 2)

\_\_\_\_\_ (Signature, Party 3)

## EXHIBIT AN: RECORD OF COST BASIS ADJUSTMENT

**Venture:** [Insert Legal Entity Name] Date: \_\_\_\_\_

Pursuant to Section 30.1, this addendum documents an event that has adjusted the cost basis of one or more Parties.

1. Basis-Adjusting Event: [Describe the transaction, e.g., "Additional capital contribution by Party 1," "Non-pro-rata distribution," "Recapitalization," etc.]
2. Parties Affected & Summary of Adjustment: [Briefly describe the adjustment, e.g., "Party 1's cost basis is increased by \$XX,XXX from their additional cash contribution." or "All Parties' basis adjusted per tax advisor's calculation."]
3. Supporting Documentation: [Reference attached documents, e.g., "See attached tax advisor memo dated MM/DD/YYYY," "See Exhibit W dated MM/DD/YYYY."]

This record has been prepared in good faith in consultation with the Venture's tax advisors.

**CERTIFIED BY:** \_\_\_\_\_ Signature, Tax Matters Partner

\_\_\_\_\_ Printed Name

# EXHIBIT AO: VOLUNTARY FORFEITURE OF EQUITY ADDENDUM

**Venture:** [Insert Legal Entity Name] Date: \_\_\_\_\_

1. Forfeiting Party: [Insert Full Name of Party] (the "Forfeiting Party")

2. Equity to be Forfeited: The Forfeiting Party hereby voluntarily, irrevocably, and without demand for compensation, surrenders and forfeits the following equity (the "Forfeited Equity") back to the Venture's unallocated pool:

**Percentage:** [e.g., "1.5%"] of the total issued and outstanding equity.

3. Resulting Equity:

**Forfeiting Party's Original Stake:** \_\_\_\_\_%

**Forfeiting Party's New Stake (Post-Forfeiture):** \_\_\_\_\_%

**Venture Unallocated Pool (Post-Forfeiture):** \_\_\_\_\_%

4. Acknowledgment: The Forfeiting Party acknowledges that this action is voluntary, final, and made without any right to compensation or recourse. The Forfeited Equity shall immediately become part of the unallocated pool, and the Forfeiting Party shall have no further rights to it.

**EXECUTED AND AGREED BY FORFEITING PARTY:** \_\_\_\_\_ Signature  
\_\_\_\_\_ Printed Name

**ACKNOWLEDGED AND CERTIFIED BY THE VENTURE:** \_\_\_\_\_ Signature  
(Chair/Secretary of the Board)  
\_\_\_\_\_ Printed Name

# EXHIBIT AP: VENTURE TERM SHEET & BUSINESS PLAN SUMMARY

**Venture Name:** [Insert Project Name or Legal Entity Name] Date:

\_\_\_\_\_

Pursuant to Section 8.1, the undersigned participating Parties for the Venture hereby adopt this summary as the foundational business plan and statement of intent.

1. Venture Mission: (A one-sentence description of the Venture’s purpose.) \_\_\_\_\_

2. Problem: (A brief description of the problem the Venture intends to solve.) \_\_\_\_\_

3. Solution / Core Product(s): (A brief description of the product, service, or technology being developed.) \_\_\_\_\_

4. Target Market / Customer: (A description of the intended customer or market segment.) \_\_\_\_\_

5. Initial 12-Month Milestones: (List 3-5 key, high-level goals for the first year, e.g., "Launch MVP," "Achieve 1,000 active users," "Secure first \$50,000 in revenue.")

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Initial Capitalization Strategy: (e.g., "Bootstrapped," "Initial contribution per Exhibit W," "Intends to raise a pre-seed round within 6 months.") \_\_\_\_\_

This document is a statement of intent and is supplemental to the Venture Designation Addendum (Exhibit A or A-2).

**EXECUTED AND AGREED BY THE PARTICIPATING PARTIES:**

\_\_\_\_\_ Signature (Participating Party 1) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Participating Party 2) \_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature (Participating Party 3) \_\_\_\_\_ Printed Name

(Add signature lines for any other participating Founders, e.g., Non-Party Founders per Exhibit U or New Parties per Exhibit A-2)

## EXHIBIT AQ: EXTENSION OF TERM ADDENDUM

**Date:** \_\_\_\_\_

Pursuant to Section 6 of the Master Collaboration Agreement, the undersigned Parties, by unanimous Party Vote (per Section 10.10(a)), hereby agree to extend the Term of the Agreement.

1. Current Term Expiration: The Term of the Agreement is currently set to expire on: [Date of Current Expiration]
2. Extension Period: The Parties hereby agree to extend the Term for an additional period of [Number, e.g., "three (3)"] years (the "Extension Term").
3. New Expiration Date: The new expiration date for the Term shall be: [New Expiration Date]

All other terms, conditions, and provisions of the Master Collaboration Agreement shall remain in full force and effect.

### EXECUTED AND AGREED BY A UNANIMOUS PARTY VOTE:

\_\_\_\_\_ Signature (Party 1) \_\_\_\_\_ Printed Name: Thien Franco

\_\_\_\_\_ Signature (Party 2) \_\_\_\_\_ Printed Name: Robert Morrison

\_\_\_\_\_ Signature (Party 3) \_\_\_\_\_ Printed Name: Sahanav Sai Ramesh

\_\_\_\_\_ Signature (Guardian, if Party 3 is a minor) \_\_\_\_\_ Printed Name

(Add signature lines for any New Parties admitted under Section 21.2, as required for a Party Vote)

## Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

### **PARTY 1:**

X \_\_\_\_\_

**Printed Name:** Thien Franco

\_\_\_\_\_ Date

### **PARTY 2:**

X \_\_\_\_\_

**Printed Name:** Robert Morrison

\_\_\_\_\_ Date

### **PARTY 3 (Minor):**

X \_\_\_\_\_

**Printed Name:** Sahanav Sai Ramesh

\_\_\_\_\_ Date

### **GUARDIAN OF PARTY 3:**

X \_\_\_\_\_

**Printed Name:** Ramesh Rajagopalan

**Relationship to Minor:** Father

\_\_\_\_\_ Date

## **AMENDMENT 1: KOINOS INDUSTRIES UMBRELLA, TREASURY, CONTRIBUTION, LOAN, TAX, AND ELECTRONIC RECORDS AMENDMENT**

This Koinos Industries Umbrella, Treasury, Contribution, Loan, Tax, and Electronic Records Amendment (the "Koinos Amendment") amends the Master Collaboration Agreement made as of December 4, 2025 (the "Agreement"). This Koinos Amendment is effective only when signed by all Parties and, while Party 3 remains a minor, by the Guardian as required by Article IV of the Agreement.

### **Recitals**

WHEREAS, the Parties desire to operate their collaboration under the name "Koinos Industries" and may later form Koinos Industries LLC or another formal legal entity;

WHEREAS, the domain koinos.industries has been purchased for use by Koinos Industries and renews at thirty-five dollars and twenty cents (\$35.20) per year;

WHEREAS, the Parties may incur expenses, provide benefits, make loans, contribute assets, hold assets for ventures before formal entity formation, and later assign those assets to ventures; and

WHEREAS, the Parties desire an official electronic recordkeeping and e-signature system at contract.koinos.industries while preserving the requirement that amendments to the Agreement be validly signed by all required Parties.

**NOW, THEREFORE, the Parties agree as follows:**

### **Section 33. Koinos Industries Umbrella**

#### **33.1. Name and Umbrella**

"Koinos Industries" is the collaboration umbrella name under which the Parties may identify shared assets, records, proposed ventures, venture concepts, pre-formation ventures, and administrative activity before Koinos Industries LLC or any other legal entity is formed. Unless and until an entity is formed, use of the Koinos Industries name does not by itself create a limited liability company, corporation, or other liability-limiting entity.

#### **33.2. Future Entity Formation**

The Parties may form Koinos Industries LLC, or another entity serving substantially the same umbrella function, by Party Vote using Exhibit AR. Upon formation, the Parties shall document which umbrella assets, liabilities, records, contracts, domains, and reimbursement obligations are assigned to the entity and which remain with a specific venture or Party.

#### **33.3. Domain**

The Parties acknowledge that koinos.industries is a Koinos Industries domain asset. Its initial renewal cost is thirty-five dollars and twenty cents (\$35.20) per year, subject to registrar changes. The Party who purchased or renews the domain may record the purchase, renewal, taxes, fees, DNS, Cloudflare, hosting, or related infrastructure costs using Exhibit AU or Exhibit AW, as applicable.

### **33.4. Pre-Formation Ventures**

A venture may be documented as a pre-formation venture before an LLC, corporation, partnership filing, or other formal entity exists. A pre-formation venture may have a name, business premise, domain, asset schedule, liabilities, intended capitalization, responsible Parties, and reimbursement or loan obligations. The pre-formation venture record shall be made using Exhibit AS.

### **33.5. No Liability Shield Before Formation**

Unless a formal legal entity has been formed and the relevant obligation has been assumed by that entity, the Parties acknowledge that pre-formation activity may not provide limited liability protection. Each Party shall use care to identify whether an obligation is personal, umbrella-level, venture-level, or entity-level.

### **33.6. Umbrella-to-Venture Asset Transfer**

Assets may begin as Koinos Industries umbrella assets and later be assigned, licensed, reimbursed, transferred, or contributed to a venture using Exhibit AV.

## **Section 34. Treasury Pool and Default Venture Economics**

### **34.1. Default Allocation**

Unless a Venture Designation Addendum expressly provides otherwise by Party Vote, the default initial equity allocation for a venture formed by the original three Parties shall be eighteen percent (18%) to each of Party 1, Party 2, and Party 3, regardless of whether a Party is serving as Original Founder, Co-Founder, or another founder-level role, and forty-six percent (46%) to the Unallocated Treasury Pool.

### **34.2. Treasury Pool Character**

The Unallocated Treasury Pool is not a fourth founder, personal account, dividend, guaranteed payment, or tax-free owner distribution. It represents unissued, reserved, treasury, company, or venture-level value to be used for future grants, financing, reserves, hires, advisors, investor allocations, acquisitions, or other business purposes approved under the Agreement.

### **34.3. Allocation of Treasury Pool**

Grants or commitments from the Unallocated Treasury Pool require the approvals already required for unallocated equity under the Agreement unless a later signed addendum creates a higher threshold for a specific venture.

### **34.4. Cash Retained in Business**

Cash retained in Koinos Industries or any venture shall be documented as reserves, working capital, capital accounts, retained cash, approved budgets, or reinvestment policy, as applicable. Retaining cash in a pass-through entity does not by itself eliminate a Party's tax obligation on allocated taxable income.

### **34.5. Replacement of Conflicting Percentages**

To the extent Sections 10.1.2, 10.3, 10.4, Exhibit A, Exhibit A-2, Exhibit AM, or any other provision states a default thirty-one percent (31%), thirty-nine percent (39%), or other inconsistent default founder/treasury allocation for original Party ventures, this Koinos Amendment controls for ventures designated after this Koinos Amendment becomes effective.

## **Section 35. Loans, Reimbursements, Contributions, Assets, and Company Expenses**

### **35.1. Classification Required**

Whenever a Party provides money, pays an expense, buys an asset, confers a benefit, pays for a domain, pays for hosting, pays for Cloudflare Workers, pays for Codex, provides tools or software, contributes code, or otherwise confers value on Koinos Industries or a venture, the record shall classify the item as one or more of the following: (a) reimbursable company expense; (b) formal loan or promissory note; (c) capital contribution; (d) asset assignment; (e) donated or non-reimbursable contribution; or (f) pending classification.

### **35.2. Company Expense Records**

Company expenses, including expenses with receipts, invoices, card statements, screenshots, registrar notices, subscription records, tax receipts, or other proof of payment, shall be documented using Exhibit AW. A company expense may be charged to Koinos Industries generally, to a pre-formation venture, or to a formed venture.

### **35.3. Receipt Attachment**

Each company expense record should include a receipt or proof of payment when reasonably available. If a receipt is not available, the submitting Party shall provide a written explanation and any substitute evidence.

### **35.4. Board-Set Loan Terms**

Each loan must be documented using Exhibit AT. The Board or Parties approving the loan must set the principal amount, interest rate if any, accrual rule, maturity date or repayment trigger, repayment priority, destination entity or venture, and whether the loan is pre-formation. No default interest rate, maturity, or repayment priority shall be implied solely by this Agreement.

### **35.5. Reimbursements and Benefits**

Reimbursable benefits that are not formal loans shall be documented using Exhibit AU. Reimbursements shall be paid according to approved budgets, available cash, and the applicable Board or Party approvals.

### **35.6. Asset Records**

Tangible and intangible assets, including domains, source code, repositories, accounts, software subscriptions, Cloudflare infrastructure, brand assets, hardware, licenses, and data, may be documented in Exhibit AV or Exhibit AW and tracked in the electronic record system.

### **35.7. Expense Priority**

Unless otherwise approved in writing, ordinary company expenses and reimbursements do not automatically outrank payroll, taxes, government fees, secured debts, legally required payments, or other obligations imposed by law or by a signed senior agreement.

## **Section 36. Pass-Through Tax Posture, Reserves, and Distributions**

### **36.1. CPA-Safe Interpretation**

The Parties intend for Koinos Industries and ventures to use tax-efficient structures reviewed by a qualified CPA or tax attorney. No provision of this Agreement shall be interpreted as promising or creating tax-free retained profits in a pass-through entity.

### **36.2. Partnership Tax Acknowledgement**

If Koinos Industries or a venture is taxed as a partnership or other pass-through entity, the Parties acknowledge that taxable income, deductions, credits, and other tax items may pass through to the owners whether or not cash is actually distributed.

### **36.3. Reserves**

The Board may establish reserves for taxes, operations, reinvestment, debt service, infrastructure, legal costs, accounting costs, insurance, planned investments, or other business needs using Exhibit AX.

### **36.4. Tax Distributions**

The Board may approve tax distributions designed to help owners pay taxes attributable to allocated income. Tax distributions shall be documented, shall reduce amounts otherwise distributable to the recipient when appropriate, and shall be reviewed with the Tax Matters Partner or a qualified tax advisor.

### **36.5. Non-Pro-Rata Take-Home Adjustments**

A Party may elect or agree to take home less cash than their ownership percentage would otherwise permit, provided the decision is documented using Exhibit AX or another approved distribution record. The record must state whether the retained amount is treated as a capital contribution, waived distribution, loan, reserve, or other classification recommended by the Tax Matters Partner or tax advisor.

## **Section 37. Outside Investments and Personal Holding LLCs**

### **37.1. Outside Entity Investments**

Any investment by Koinos Industries or a venture into another LLC, corporation, partnership, fund, token project, joint venture, or similar entity shall require approval documented using Exhibit AY, unless a higher threshold is required elsewhere in the Agreement.

### **37.2. Investment Record**

The record shall include the target entity, amount or asset invested, ownership or rights received, source of funds, risk summary, conflicts of interest, tax classification if known, custody of documents, and whether the investment is made by Koinos Industries, a venture, or a formed entity.

### **37.3. Personal Holding LLC Transfers**

A Party may request approval to transfer or hold some or all of that Party's economic interest through a personal holding LLC or similar vehicle using Exhibit AZ. Approval does not release the Party from personal obligations under the Agreement unless the other Parties expressly agree in writing.

### **37.4. No Admission of New Party**

Approval of a holding LLC transfer does not make the holding LLC a new Party under Section 21.2 unless the Section 21.2 procedure is separately completed.

## **Section 38. Electronic Records, E-Signatures, and Official Export**

### **38.1. Official Records System**

The Parties approve contract.koinos.industries, or a successor system approved by Party Vote, as an official electronic records system for the Agreement, addenda, exhibits, receipts, approvals, vote notices, SahastaMail evidence, calendar evidence, signatures, signature evidence, opening-session photo hashes, clause invocation records, audit logs, document hashes, generated PDFs, and LaTeX exports.

### **38.2. Electronic Consent**

Each Party may consent to conduct records and signatures electronically using Exhibit BA. An electronic signature may consist of a typed legal name, affirmative signature intent, electronic records consent, timestamp, signer identity, email address, IP address if available, user agent if available, document hash, audit event record, and related signature evidence.

### **38.3. Valid Execution**

A record generated by the electronic records system is validly executed only if it satisfies the signature threshold required by the Agreement and this Koinos Amendment. The system may prepare drafts, pending records, or unsigned records, but those records are not final approvals until all required signatures or votes are complete.

### **38.4. Append-Only Audit Trail**

Executed electronic records shall be append-only. Corrections shall be made by superseding record, amendment, reversal, or explanatory note rather than deleting or silently editing executed records.

### **38.5. Export Right**

Any Party may export the current master record, including the Agreement, this Koinos Amendment, executed addenda, official appended evidence, receipts metadata, vote notices, SahastaMail evidence,

calendar evidence, signature audit logs, opening-session photo hashes, clause invocation records, and document hashes, as LaTeX and PDF records at any reasonable time.

### **38.6. Official Appended Evidence**

Vote notices, SahastaMail delivery, receipt, message-hash, and reply evidence, calendar invitations, calendar acceptances, attendance records, electronic signature evidence, opening-session photo hashes, and clause invocation records are official appended evidence when generated by, uploaded to, referenced in, or exported from the official electronic records system. Official appended evidence may be attached to the applicable addendum, exhibit, meeting record, vote record, notice record, signature record, or clause invocation record and forms part of the Master Agreement recordkeeping file.

### **38.7. Evidence Effect**

Official appended evidence may prove notice, delivery, attendance, timing, consent, signer intent, chain of custody, hash integrity, or invocation of an Agreement clause, but it does not independently approve an action unless the Agreement's required vote, signature, quorum, notice, or other approval threshold has been satisfied.

## EXHIBIT AR: KOINOS INDUSTRIES LLC FORMATION ADDENDUM

**Entity Name:** Koinos Industries LLC or other approved name: \_\_\_\_\_

**State of Formation:** \_\_\_\_\_

**Formation Date or Target Formation Date:** \_\_\_\_\_

**Organizer / Filing Party:** \_\_\_\_\_

**Registered Agent:** \_\_\_\_\_

**Initial Tax Classification:** \_\_\_\_\_

**Umbrella Assets Assigned to Entity:** \_\_\_\_\_

Umbrella Liabilities or Reimbursement Obligations Assumed by Entity:  
\_\_\_\_\_

**Banking / Accounting Setup:** \_\_\_\_\_

**CPA / Legal Reviewer:** \_\_\_\_\_

**Approval Record:** Party Vote dated \_\_\_\_\_

**EXECUTED AND AGREED:** Party 1: \_\_\_\_\_ Party 2:  
\_\_\_\_\_ Party 3: \_\_\_\_\_ Guardian, if re-  
quired: \_\_\_\_\_

# EXHIBIT AS: PRE-FORMATION VENTURE RECORD

Venture / Vertical Name: \_\_\_\_\_

Status:  Concept  Pre-Formation Venture  Formed Entity Pending Assignment

Business Premise: \_\_\_\_\_

Responsible Parties: \_\_\_\_\_

Domains / Accounts / Infrastructure: \_\_\_\_\_

Assets Currently Held by Koinos Industries: \_\_\_\_\_

Known or Expected Expenses: \_\_\_\_\_

Known or Expected Loans / Reimbursements: \_\_\_\_\_

Intended Entity Type: \_\_\_\_\_

Target Formation Date, if any: \_\_\_\_\_

Tax / Liability Notes: \_\_\_\_\_

Approval Record: \_\_\_\_\_

Signatures: Party 1 \_\_\_\_\_ Party 2  
\_\_\_\_\_ Party 3 \_\_\_\_\_ Guardian, if  
required \_\_\_\_\_

## EXHIBIT AT: LOAN / PROMISSORY NOTE ADDENDUM

**Borrower:**  Koinos Industries  Pre-Formation Venture  Formed Venture / Entity:  
\_\_\_\_\_

**Lender:** \_\_\_\_\_

**Principal Amount:** \_\_\_\_\_

**Currency:** \_\_\_\_\_

**Funding Date:** \_\_\_\_\_

**Interest Rate:** \_\_\_\_\_

**Interest Accrual Rule:** \_\_\_\_\_

**Maturity Date or Repayment Trigger:** \_\_\_\_\_

**Repayment Priority:** \_\_\_\_\_

**Use of Proceeds:** \_\_\_\_\_

**Pre-Formation Obligation:**  Yes  No

**Assumption by Future Entity:**  Automatic upon formation if approved  Requires later approval  Not applicable

**Security / Collateral, if any:** \_\_\_\_\_

**Required Approval and Vote Record:** \_\_\_\_\_

**Signatures:** Lender \_\_\_\_\_ Authorized Borrower Representative  
\_\_\_\_\_ Party / Board Approvals \_\_\_\_\_

## EXHIBIT AU: REIMBURSABLE EXPENSE OR BENEFIT ADDENDUM

**Submitting Party:** \_\_\_\_\_

**Beneficiary:**  Koinos Industries  Pre-Formation Venture  Formed Venture / Entity:  
\_\_\_\_\_

**Description of Benefit:** \_\_\_\_\_

**Category:**  Domain  Hosting  Cloudflare  Codex  Software  Tooling  Services   
Tangible Asset  Intangible Asset  Other

**Amount or Good-Faith Value:** \_\_\_\_\_

**Currency:** \_\_\_\_\_

**Date Incurred or Conferred:** \_\_\_\_\_

**Recurring Cost:**  No  Yes, amount and frequency: \_\_\_\_\_

**Requested Classification:**  Reimbursement Due  Capital Contribution  Loan  Donated /  
Non-Reimbursable  Pending

**Receipt / Proof Attached:**  Yes  No; explanation: \_\_\_\_\_

**Repayment or Treatment Approved:** \_\_\_\_\_

**Approval Record:** \_\_\_\_\_

**Signatures:** Submitting Party \_\_\_\_\_ Authorized Approver  
\_\_\_\_\_

# EXHIBIT AV: ASSET ASSIGNMENT / TRANSFER TO VENTURE ADDENDUM

**Asset Name / Identifier:** \_\_\_\_\_

**Asset Type:**  Domain  Code  Account  Data  Subscription  Hardware  IP  Other

**Current Holder:** \_\_\_\_\_

**Transferor:** \_\_\_\_\_

**Transferee Venture / Entity:** \_\_\_\_\_

**Transfer Type:**  Assignment  License  Contribution  Reimbursement  Sale  Custodial Transfer

**Effective Date:** \_\_\_\_\_

**Valuation or Consideration:** \_\_\_\_\_

**Ongoing Renewal / Maintenance Cost:** \_\_\_\_\_

**Related Reimbursement or Loan Record:** \_\_\_\_\_

**Representations / Restrictions:** \_\_\_\_\_

**Approval Record:** \_\_\_\_\_

**Signatures:**      Transferor \_\_\_\_\_      Transferee      Representative  
\_\_\_\_\_ Required Approvals \_\_\_\_\_

# EXHIBIT AW: DOMAIN AND INFRASTRUCTURE ASSET / COMPANY EXPENSE SCHEDULE

**Submitting Party:** \_\_\_\_\_

**Asset or Expense Name:** \_\_\_\_\_

**Domain / Service / Vendor:** \_\_\_\_\_

**Associated Venture:**  Koinos Industries  General Venture /  Pre-Formation Entity:  
\_\_\_\_\_

**Cost Amount:** \_\_\_\_\_

**Currency:** \_\_\_\_\_

**Payment Date:** \_\_\_\_\_

**Renewal Amount and Frequency:** \_\_\_\_\_

**Receipt / Invoice / Proof Attached:**  Yes  No; explanation:  
\_\_\_\_\_

**Account Custodian / Login Holder:** \_\_\_\_\_

**DNS / Hosting / Cloudflare Notes:** \_\_\_\_\_

**Classification:**  Company Expense  Reimbursement Due  Loan  Capital Contribution  Donated / Non-Reimbursable  Pending

**Approval Record:** \_\_\_\_\_

**Signatures:** Submitting Party \_\_\_\_\_ Authorized Approver  
\_\_\_\_\_

**EXHIBIT AX: RETAINED EARNINGS, RESERVE, TAX DISTRIBUTION, AND TAKE-HOME POLICY ADDENDUM**

**Entity / Venture:** \_\_\_\_\_

**Period Covered:** \_\_\_\_\_

**Tax Classification Reviewed:** \_\_\_\_\_

**CPA / Tax Advisor Consulted, if any:** \_\_\_\_\_

**Profits / Cash Available for Allocation:** \_\_\_\_\_

**Reserve Amounts and Purposes:** \_\_\_\_\_

**Tax Distribution Amounts:** \_\_\_\_\_

**Amounts Available for Owner Distributions:** \_\_\_\_\_

**Voluntary Reduced Take-Home Election by Party, if any:** \_\_\_\_\_

**Treatment of Retained Amount:**  Reserve  Capital Contribution  Waived Distribution  Loan  Other: \_\_\_\_\_

**Acknowledgement:** This record does not promise tax-free retained profits in a pass-through entity.

**Approval Record:** \_\_\_\_\_

**Signatures:**                      Party      1      \_\_\_\_\_                      Party      2  
\_\_\_\_\_                      Party      3      \_\_\_\_\_                      Tax Matters  
Partner \_\_\_\_\_

## EXHIBIT AY: OUTSIDE ENTITY INVESTMENT APPROVAL ADDENDUM

**Investing Entity / Venture:** \_\_\_\_\_

**Target Entity / Asset:** \_\_\_\_\_

**Investment Type:**  LLC Interest  Corporate Stock  SAFE / Convertible Instrument  Token  
/ Digital Asset  Joint Venture  Other

**Amount or Assets Invested:** \_\_\_\_\_

**Source of Funds / Assets:** \_\_\_\_\_

**Rights or Ownership Received:** \_\_\_\_\_

**Risk Summary:** \_\_\_\_\_

**Conflicts of Interest Disclosed:** \_\_\_\_\_

**Tax / Accounting Notes:** \_\_\_\_\_

**Custody of Investment Documents:** \_\_\_\_\_

**Approval Record:** \_\_\_\_\_

**Signatures:** Required Approvers \_\_\_\_\_

## EXHIBIT AZ: PERSONAL HOLDING LLC TRANSFER APPROVAL ADDENDUM

**Requesting Party:** \_\_\_\_\_

**Holding Entity Name:** \_\_\_\_\_

**Holding Entity State / Type:** \_\_\_\_\_

**Interest to be Held or Transferred:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Reason for Transfer:** \_\_\_\_\_

**Acknowledgement:** The transfer does not release the requesting Party from personal obligations under the Agreement unless expressly stated here: \_\_\_\_\_

**Acknowledgement:** The holding entity is not admitted as a new Party unless Section 21.2 is separately completed.

**Approval Record:** \_\_\_\_\_

**Signatures:** Requesting Party \_\_\_\_\_ Required Approvers  
\_\_\_\_\_

## EXHIBIT BA: ELECTRONIC RECORDS AND E-SIGNATURE CONSENT ADDENDUM

**Signer Name:** \_\_\_\_\_

**Signer Email:** \_\_\_\_\_

**Consent:** I consent to conduct records, notices, approvals, exhibits, addenda, official appended evidence, and signatures electronically through contract.koinos.industries or a successor system approved under the Agreement.

**Access Confirmation:** I confirm that I can access, download, save, and print electronic records in PDF or other common electronic formats.

**Signature Method:**  Typed Signature  Other Approved Electronic Signature

**Withdrawal Procedure:** A Party may withdraw electronic records consent by written notice, but withdrawal does not invalidate records validly signed before withdrawal.

**Audit Metadata:** Timestamp, signer identity, email, IP address if available, user agent if available, document hash, record identifier, signature evidence, SahastaMail evidence, calendar evidence, opening-session photo hashes, and clause invocation references may be stored with the signature or related record.

**Typed Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### EXHIBIT BB: OFFICIAL APPENDED EVIDENCE LOG

**Evidence Type:**  Vote Notice  SahastaMail Evidence  Calendar Evidence  Signature Evidence  Opening-Session Photo Hash  Clause Invocation Record  Other Official Appended Evidence

**Related Agreement Section / Exhibit / Addendum:** \_\_\_\_\_

Related Document, Vote, Meeting, Signature, or Clause Record ID:

\_\_\_\_\_

**Evidence Source:**  contract.koinos.industries  SahastaMail  Calendar System  Photo Hash Record  Uploaded File  Other: \_\_\_\_\_

Notice, Delivery, Attendance, Signature, Photo, or Invocation Date and Time:

\_\_\_\_\_

**Sender / Creator / Invoking Party:** \_\_\_\_\_

**Recipients / Attendees / Affected Parties:** \_\_\_\_\_

**Summary of Evidence:** \_\_\_\_\_

Hash, Message ID, Object Key, Calendar Event ID, or External Identifier:

\_\_\_\_\_

**Attachment or Export Location:** \_\_\_\_\_

**Custody / Authenticity Notes:** \_\_\_\_\_

**Effect Confirmed:** This log appends evidence to the Master Agreement recordkeeping file and does not by itself approve an action unless the Agreement’s required vote, signature, quorum, notice, or other approval threshold has been satisfied.

**Certification / Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

IN WITNESS WHEREOF, the Parties execute this Koinos Amendment as of the dates written below.

**PARTY 1:**

X \_\_\_\_\_

**Printed Name:** Thien Franco

\_\_\_\_\_ Date

**PARTY 2:**

X \_\_\_\_\_

**Printed Name:** Robert Morrison

\_\_\_\_\_ Date

**PARTY 3:**

X\_\_\_\_\_

**Printed Name:** Sahanav Sai Ramesh

\_\_\_\_\_ Date

**GUARDIAN OF PARTY 3, IF REQUIRED:**

X\_\_\_\_\_

**Printed Name:** Ramesh Rajagopalan

**Relationship to Minor:** Father

\_\_\_\_\_ Date