

# **REGISTERED AGENT AND LEGAL REPRESENTATION DOCUMENT**

## **PARTIES AND RECITALS**

This Registered Agent and Legal Representation Document ("Document") is executed by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (hereinafter referred to as the "Company")

AND

CORPORATION SERVICE COMPANY, a registered corporate service provider with its primary office located at 251 Little Falls Drive, Wilmington, Delaware 19808 (hereinafter referred to as the "Registered Agent")

## **1. APPOINTMENT OF REGISTERED AGENT**

### **1 Designation**

The Company hereby formally designates Corporation Service Company as its exclusive registered agent for service of process, statutory communications, and official corporate correspondence within the State of Delaware.

### **2 Acceptance of Appointment**

Corporation Service Company hereby accepts its appointment as registered agent, affirming its capability and legal authorization to serve in this capacity pursuant to Delaware General Corporation Law, Section 132.

## **2. SCOPE OF REPRESENTATION**

### **1 Service of Process**

The Registered Agent shall:

- a) Accept and promptly forward all legal documents, judicial notices, and official communications
- b) Maintain a registered office address for official corporate communications
- c) Provide timely notification to the Company of received documents

## 2 Statutory Compliance

The Registered Agent shall ensure compliance with all Delaware statutory requirements governing corporate registered agent services, including:

- Maintaining current registration
- Preserving document confidentiality
- Executing prompt document transmission protocols

## **3. TERM AND TERMINATION**

### 1 Initial Term

This agreement shall commence on February 1, 2024, and continue for an initial period of twenty-four (24) consecutive months.

### 2 Renewal and Termination

- a) Automatic renewal shall occur for successive twelve-month periods
- b) Either party may terminate with sixty (60) days written notice
- c) Immediate termination may occur for material breach of contractual obligations

## **4. COMPENSATION AND FEES**

### 1 Annual Service Fee

The Company shall compensate the Registered Agent an annual fee of \$375.00, payable in quarterly installments of \$93.75, due on the first business day of each calendar quarter.

### 2 Additional Services

Supplemental services beyond standard registered agent duties shall be billed at prevailing rates, with prior written authorization from the Company.

## **5. REPRESENTATIONS AND WARRANTIES**

### 1 Corporate Authority

Each party represents and warrants that:

- a) They possess full corporate power to execute this agreement
- b) The signatory has appropriate authorization
- c) The agreement constitutes a valid and binding obligation

## 2 Compliance

The Registered Agent represents ongoing compliance with all applicable Delaware corporate regulations and professional standards.

## **6. CONFIDENTIALITY**

### 1 Document Protection

The Registered Agent shall maintain strict confidentiality of all received documents, implementing robust security protocols to prevent unauthorized disclosure.

### 2 Data Handling

All corporate documents shall be managed in accordance with professional standards and applicable privacy regulations.

## **7. INDEMNIFICATION**

### 1 Mutual Indemnification

Each party shall indemnify and hold harmless the other from damages arising from negligent or intentional misconduct.

### 2 Limitation of Liability

Total aggregate liability shall not exceed the total compensation paid during the preceding twelve-month period.

## **8. MISCELLANEOUS PROVISIONS**

### 1 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

### 2 Entire Agreement

This document constitutes the complete understanding between parties, superseding all prior agreements.

## **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have executed this Registered Agent and Legal

Representation Document as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

CORPORATION SERVICE COMPANY

**By:**

Michael Thompson

Senior Vice President

Date: January 22, 2024