

PREEMPTIVE RIGHTS AGREEMENT

THIS PREEMPTIVE RIGHTS AGREEMENT (the "Agreement") is made and entered into as of January 22, 2024, by and among Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), and its existing shareholders (collectively, the "Shareholders").

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services and predictive analytics company;

WHEREAS, the Company desires to establish a formal framework for existing Shareholders' rights to participate in future equity offerings;

WHEREAS, this Agreement is intended to protect the pro rata ownership interests of existing Shareholders;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Additional Securities" shall mean any equity securities of the Company, including but not limited to common stock, preferred stock, convertible securities, or other equity instruments.

2 "Fair Market Value" means the per share price determined by the Board of Directors in good faith, consistent with applicable valuation methodologies.

3 "Offering" means any proposed issuance of Additional Securities by the Company.

2. PREEMPTIVE RIGHTS

1 **Grant of Preemptive Rights**

Each Shareholder holding at least 50,000 shares shall have the right to purchase a pro rata portion of any Additional Securities proposed to be issued by the Company.

2 **Calculation of Pro Rata Portion**

The pro rata portion shall be calculated based on the Shareholder's existing ownership percentage immediately prior to the proposed Offering.

3 ****Limitations****

(a) Preemptive rights shall not apply to:

- Securities issued as compensation to employees or consultants
- Securities issued pursuant to a strategic merger or acquisition
- Securities issued in connection with equipment leasing or debt financing arrangements

(b) The Board of Directors retains absolute discretion in determining the terms and conditions of any Offering.

3. NOTICE AND SUBSCRIPTION PROCEDURES

1 ****Offering Notice****

The Company shall provide written notice to all eligible Shareholders at least thirty (30) days prior to any proposed Offering, detailing:

- Total number of Additional Securities
- Proposed price per security
- Terms and conditions of the Offering
- Subscription rights and procedures

2 ****Subscription Process****

(a) Shareholders shall have fifteen (15) days from receipt of the Offering Notice to exercise their preemptive rights.

(b) Shareholders must submit a written subscription request specifying the number of Additional Securities they wish to purchase.

(c) Subscriptions shall be honored on a pro rata basis among participating Shareholders.

4. TRANSFERABILITY OF RIGHTS

1 Preemptive rights granted under this Agreement are non-transferable and shall be personal to each Shareholder.

2 Any attempt to transfer or assign these rights shall be null and void.

5. REPRESENTATIONS AND WARRANTIES

1 The Company represents and warrants that:

- (a) It has full corporate power and authority to enter this Agreement
- (b) The execution of this Agreement does not conflict with existing corporate bylaws or agreements
- (c) All future issuances of Additional Securities shall be conducted in compliance with this Agreement

2 Each Shareholder represents that they have the legal capacity and authority to enter into this Agreement.

6. MISCELLANEOUS PROVISIONS

1 **Governing Law**

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

2 **Amendments**

This Agreement may only be amended by a written instrument approved by the Board of Directors and Shareholders holding a majority of outstanding shares.

3 **Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4 **Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding preemptive rights and supersedes all prior negotiations and agreements.

7. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

SHAREHOLDER REPRESENTATIVE

By:

[Authorized Shareholder Representative]

Dated: January 22, 2024