

# **SHAREHOLDER AGREEMENT AND EQUITY DISTRIBUTION PLAN**

## **OF NEXUS INTELLIGENT SYSTEMS, INC.**

### **PREAMBLE**

THIS SHAREHOLDER AGREEMENT AND EQUITY DISTRIBUTION PLAN (the "Agreement") is executed this 22nd day of January, 2024, by and among Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), and the shareholders listed on Schedule A hereto.

### **ARTICLE I: DEFINITIONS**

1 "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

2 "Board" means the Board of Directors of the Company.

3 "Common Stock" means the common stock, par value \$0.001 per share, of the Company.

4 "Equity Securities" means the Company's Common Stock and any other securities convertible into or exercisable for Common Stock.

### **ARTICLE II: EQUITY DISTRIBUTION**

#### **1 Initial Equity Allocation**

The initial equity distribution shall be as specified in Schedule A, which reflects the current capitalization of the Company as of the execution date.

#### **2 Vesting Provisions**

(a) Founder Shares: Shares issued to founders shall be subject to a four-year vesting schedule with a one-year cliff, whereby 25% of shares vest after the first year, with the remaining shares vesting monthly over the subsequent three years.

(b) Employee Equity: Equity grants to employees shall be governed by the Company's 2021 Equity Incentive Plan, with typical four-year vesting schedules and standard acceleration provisions.

#### **3 Transfer Restrictions**

(a) No shareholder may transfer any Equity Securities without the prior written consent of the Board, except as specifically permitted under this Agreement.

(b) Permitted Transfers include:

- i. Transfers to immediate family members
- ii. Transfers to trusts for estate planning purposes
- iii. Transfers required by court order or legal process

## **ARTICLE III: RIGHTS AND OBLIGATIONS**

### **1 Voting Rights**

Each share of Common Stock shall be entitled to one vote on all matters submitted to a shareholder vote.

### **2 Information Rights**

(a) Shareholders holding more than 5% of outstanding shares shall be entitled to:

- i. Annual audited financial statements
- ii. Quarterly unaudited financial reports
- iii. Annual business plan and budget

### **3 Preemptive Rights**

Shareholders shall have the right to purchase their pro-rata share of any new Equity Securities issued by the Company, subject to customary exceptions for:

- (a) Equity issued in connection with mergers or acquisitions
- (b) Equity issued pursuant to the Company's equity compensation plans
- (c) Equity issued in connection with debt financing

## **ARTICLE IV: LIQUIDITY AND EXIT PROVISIONS**

### **1 Drag-Along Rights**

In the event of a proposed sale of the Company, shareholders holding a majority of outstanding shares may require other shareholders to participate in such sale on the same terms.

### **2 Tag-Along Rights**

If a majority shareholder proposes to sell their shares, minority shareholders shall have the right to participate in such sale on a pro-rata basis.

### **3 Right of First Refusal**

Any proposed transfer of shares must first be offered to the Company and then to existing

shareholders on a pro-rata basis.

## **ARTICLE V: REPRESENTATIONS AND WARRANTIES**

### **1 Company Representations**

The Company represents and warrants that:

- (a) It is a validly existing corporation
- (b) It has the corporate power to execute this Agreement
- (c) No conflicts exist with existing agreements or obligations

### **2 Shareholder Representations**

Each shareholder represents and warrants that:

- (a) They have full legal capacity to enter this Agreement
- (b) Their shares are free of all encumbrances
- (c) They are acquiring shares for investment purposes

## **ARTICLE VI: MISCELLANEOUS PROVISIONS**

### **1 Governing Law**

This Agreement shall be governed by the laws of the State of Delaware.

### **2 Dispute Resolution**

Any disputes shall be resolved through binding arbitration in Delaware, conducted by a single arbitrator.

### **3 Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

## **SIGNATURES**

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

[Signature Blocks]

Dr. Elena Rodriguez, CEO

Nexus Intelligent Systems, Inc.

[Notary Certification]