

Voting Rights and Shareholder Privileges Agreement

PREAMBLE

THIS VOTING RIGHTS AND SHAREHOLDER PRIVILEGES AGREEMENT (the "Agreement") is executed this 22nd day of January, 2024, by and among Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), and its authorized shareholders.

1. DEFINITIONS

1 "Common Stock" shall mean the common shares of the Company, par value \$0.001 per share.

2 "Preferred Stock" shall mean the Series B Preferred Shares issued by the Company pursuant to its Series B Financing Agreement dated September 15, 2022.

3 "Voting Securities" shall collectively refer to all issued and outstanding Common and Preferred Stock with voting rights.

4 "Qualified Shareholder" shall mean any shareholder holding more than 5% of the Company's total outstanding voting securities.

2. VOTING RIGHTS

1 Common Stock Voting Rights

- a) Each share of Common Stock shall be entitled to one (1) vote on all matters submitted to a shareholder vote.
- b) Common stockholders shall elect members of the Board of Directors on an annual basis.

2 Preferred Stock Voting Rights

- a) Preferred stockholders shall have voting rights proportional to their ownership percentage.
- b) Preferred shares shall have weighted voting power of 1.5 votes per share on matters relating to:
 - i. Corporate restructuring
 - ii. Material acquisitions or divestitures
 - iii. Significant capital raises
 - iv. Changes to corporate bylaws

3. SHAREHOLDER PRIVILEGES

1 Information Rights

a) Qualified Shareholders shall receive:

- i. Quarterly financial statements
- ii. Annual audited financial reports
- iii. Quarterly operational performance summaries

b) Information shall be provided within 30 days of quarter-end or fiscal year-end.

2 Inspection Rights

- a) Shareholders may inspect corporate books and records upon reasonable written request.
- b) Inspection shall occur during normal business hours with 10 business days' advance notice.

3 Pre-emptive Rights

- a) Existing shareholders shall have the right to purchase additional shares in proportion to their current ownership during future capital raises.
- b) Pre-emptive rights must be exercised within 15 days of formal share offering notification.

4. TRANSFER RESTRICTIONS

1 Share Transfer Limitations

- a) No shareholder may transfer voting securities without:
 - i. Providing written notice to the Board of Directors
 - ii. Obtaining consent from holders of a majority of Preferred Stock
- b) Transfers must comply with existing shareholder agreements and securities laws.

5. DISPUTE RESOLUTION

1 Arbitration

- a) Any disputes arising from voting rights or shareholder privileges shall be resolved through binding arbitration.
- b) Arbitration shall occur in Delaware, with proceedings governed by American Arbitration Association rules.

2 Governing Law

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

6. MISCELLANEOUS PROVISIONS

1 Amendment

This Agreement may only be amended with written consent of shareholders representing 75% of outstanding voting securities.

2 Severability

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

7. EXECUTION

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

SIGNATURES

Dr. Elena Rodriguez

Chief Executive Officer

Nexus Intelligent Systems, Inc.

Michael Chen

Chief Technology Officer

Nexus Intelligent Systems, Inc.

Authorized Representative

Shareholder Representative