

EMPLOYEE STOCK PURCHASE PLAN

OF NEXUS INTELLIGENT SYSTEMS, INC.

ARTICLE I: INTRODUCTION AND PURPOSE

1 **Establishment of Plan**

Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), hereby establishes the Employee Stock Purchase Plan (the "Plan") to provide eligible employees with an opportunity to acquire a proprietary interest in the Company through the purchase of common stock.

2 **Objectives**

The primary objectives of this Plan are to:

- (a) Attract and retain highly qualified personnel
- (b) Provide an incentive for employees to contribute to the Company's long-term success
- (c) Align employee and shareholder interests through equity participation

ARTICLE II: DEFINITIONS

1 **Defined Terms**

For purposes of this Plan, the following terms shall have the meanings set forth below:

- (a) "Eligible Employee" means any full-time employee of the Company who has completed at least six (6) consecutive months of continuous employment as of the applicable offering date.
- (b) "Fair Market Value" means the closing price of the Company's common stock on the most recent trading day, as determined by the Plan Administrator.
- (c) "Offering Period" means the consecutive periods during which participants may authorize payroll deductions for stock purchases, typically not exceeding twenty-four (24) months in duration.

ARTICLE III: ADMINISTRATION

1 **Plan Administrator**

The Plan shall be administered by the Company's Board of Directors or a designated compensation committee, which shall have full authority to interpret the Plan's provisions and make all necessary determinations.

2 ****Participant Eligibility****

- (a) Only Eligible Employees as defined in Section 2.1(a) may participate in the Plan.
- (b) The Company reserves the right to modify eligibility criteria at its sole discretion.

ARTICLE IV: PARTICIPATION AND CONTRIBUTIONS

1 ****Enrollment****

Eligible employees may elect to participate in the Plan during designated enrollment periods by completing an authorized subscription agreement.

2 ****Contribution Limitations****

- (a) Participants may contribute between 1% and 15% of their base compensation through payroll deductions.
- (b) The maximum annual purchase amount shall not exceed \$25,000 or such other limit prescribed by applicable tax regulations.

ARTICLE V: STOCK PURCHASES

1 ****Purchase Mechanism****

- (a) Accumulated payroll deductions will be used to purchase shares at the end of each Offering Period.
- (b) The purchase price shall be the lower of:
 - 85% of the fair market value at the beginning of the Offering Period
 - 85% of the fair market value at the purchase date

2 ****Fractional Shares****

Fractional shares will not be issued. Excess contributions will be returned to participants.

ARTICLE VI: TRANSFERABILITY AND RIGHTS

1 ****Non-Transferability****

Rights under this Plan are non-transferable and exercisable only by the participant during their lifetime.

ARTICLE VII: TAX CONSIDERATIONS

1 ****Tax Consequences****

Participants are solely responsible for any tax implications arising from participation in this Plan. The Company makes no representations regarding tax treatment.

ARTICLE VIII: AMENDMENT AND TERMINATION

1 **Plan Modification**

The Board of Directors may amend, suspend, or terminate the Plan at any time, subject to applicable legal requirements and participant protections.

ARTICLE IX: MISCELLANEOUS PROVISIONS

1 **Governing Law**

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

2 **Severability**

If any provision of this Plan is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

EXECUTION

IN WITNESS WHEREOF, the Company has executed this Employee Stock Purchase Plan effective as of January 22, 2024.

Dr. Elena Rodriguez

Chief Executive Officer

Nexus Intelligent Systems, Inc.