

SERIES A FUNDING SUBSCRIPTION AGREEMENT

PREAMBLE

THIS SERIES A FUNDING SUBSCRIPTION AGREEMENT (the "Agreement") is executed on January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with its principal place of business at 1200 Technology Park Drive, San Jose, California 95134 (the "Company")

AND

QUANTUM VENTURES CAPITAL PARTNERS, LP, a Delaware limited partnership with offices at 555 California Street, Suite 4900, San Francisco, California 94104 (the "Investor")

RECITALS

WHEREAS, the Company is an enterprise artificial intelligence and predictive analytics technology firm seeking to raise capital to expand its technological infrastructure and market presence;

WHEREAS, the Investor desires to purchase newly issued preferred stock in the Company pursuant to the terms and conditions set forth herein;

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

1. DEFINITIONS

1 "Series A Preferred Stock" shall mean the newly issued preferred shares being offered by the Company in this financing round, with the rights, preferences, and limitations as described in Exhibit A.

2 "Subscription Amount" shall mean the total capital commitment made by the Investor, which is Seven Million Five Hundred Thousand Dollars (\$7,500,000).

3 "Closing Date" shall mean the date upon which the Investor's subscription is accepted and funds are transferred, anticipated to be February 15, 2024.

2. SUBSCRIPTION TERMS

1 Stock Issuance

The Company shall issue to the Investor 1,500,000 shares of Series A Preferred Stock at a per-share price of \$5.00, representing a total Subscription Amount of \$7,500,000.

2 Investor Rights

The Series A Preferred Stock shall include:

- a) Liquidation preference of 1x original investment
- b) Weighted anti-dilution protection
- c) Pro-rata participation rights in future financing rounds
- d) One (1) board observer seat

3. REPRESENTATIONS AND WARRANTIES

1 Company Representations

The Company hereby represents and warrants that:

- a) It is a validly existing corporation under Delaware law
- b) It has full corporate power and authority to execute this Agreement
- c) No material litigation is pending that would impair its ability to consummate this transaction
- d) All financial statements provided are accurate and prepared in accordance with GAAP

2 Investor Representations

The Investor represents and warrants that:

- a) It is an accredited investor as defined under Regulation D
- b) It has sufficient understanding and expertise to evaluate the investment
- c) Its investment is made for investment purposes, not for immediate resale

4. CLOSING CONDITIONS

1 Investor Conditions

The Investor's obligation to close is contingent upon:

- a) Satisfactory completion of due diligence
- b) Receipt of all necessary corporate approvals
- c) Execution of ancillary transaction documents

2 Company Conditions

The Company's obligation to close is contingent upon:

- a) Receipt of full Subscription Amount
- b) Investor's compliance with all subscription requirements
- c) No material adverse change in the Company's financial condition

5. CONFIDENTIALITY

1 Each party agrees to maintain strict confidentiality regarding the terms of this Agreement and any proprietary information exchanged during the transaction.

2 Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

7. MISCELLANEOUS

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

2 Any modifications must be made in writing and signed by authorized representatives of both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Series A Funding Subscription Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

QUANTUM VENTURES CAPITAL PARTNERS, LP

By:

Michael Greenfield

Managing Partner