

# INVESTOR SUBSCRIPTION AGREEMENT

## Series B Preferred Stock Financing

### PARTIES

This Investor Subscription Agreement (the "Agreement") is entered into as of 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

[INVESTOR NAME], a [STATE OF INCORPORATION] [ENTITY TYPE] with its principal address at [INVESTOR ADDRESS] (the "Investor")

### RECITALS

WHEREAS, the Company is conducting a Series B preferred stock financing to raise capital for continued growth and expansion of its enterprise AI services and predictive analytics platform;

WHEREAS, the Investor desires to purchase shares of the Company's Series B Preferred Stock pursuant to the terms and conditions set forth herein;

WHEREAS, the Board of Directors has authorized the issuance of up to 2,500,000 shares of Series B Preferred Stock at a purchase price of \$12.50 per share;

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

### 1. DEFINITIONS

1 "Preferred Stock" shall mean the Series B Preferred Stock of the Company, par value \$0.0001 per share.

2 "Purchase Price" shall mean \$12.50 per share of Preferred Stock.

3 "Closing" shall mean the initial closing of the Series B financing.

### 2. PURCHASE AND SALE

1 Subscription. Subject to the terms and conditions of this Agreement, the Investor hereby subscribes to purchase [NUMBER] shares of Preferred Stock for a total purchase price of \$[TOTAL AMOUNT].

2 Closing. The closing of the stock purchase shall occur on or before February 15, 2024, or such other date as mutually agreed by the parties.

3 Deliverables. At the Closing, the Company shall deliver:

- a) Fully executed stock certificates
- b) Updated capitalization table
- c) Board resolution authorizing the issuance

### **3. REPRESENTATIONS AND WARRANTIES**

#### **1 Company Representations**

The Company represents and warrants that:

- a) It is a validly existing corporation in good standing
- b) The Preferred Stock is duly authorized and validly issued
- c) No conflicts exist with existing agreements or obligations
- d) Financial statements provided are accurate and complete

#### **2 Investor Representations**

The Investor represents and warrants that:

- a) It has full power and authority to enter this Agreement
- b) The investment is made for investment purposes only
- c) It is an accredited investor under applicable securities laws
- d) It has received and reviewed all necessary disclosure materials

### **4. INVESTOR RIGHTS**

1 Voting Rights. Each share of Preferred Stock shall have voting rights equivalent to common stock on an as-converted basis.

2 Liquidation Preference. In the event of any liquidation, dissolution, or winding up, Preferred Stock holders shall be entitled to receive \$12.50 per share before any distribution to common stockholders.

3 Anti-Dilution Protection. The Preferred Stock shall include standard weighted average anti-dilution provisions.

## **5. TRANSFER RESTRICTIONS**

1 The Preferred Stock may not be transferred without prior written consent of the Board of Directors, except to affiliated entities or pursuant to a registered public offering.

## **6. CONFIDENTIALITY**

1 The Investor agrees to maintain strict confidentiality regarding non-public information of the Company.

## **7. GOVERNING LAW**

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

## **8. MISCELLANEOUS**

1 Entire Agreement. This document constitutes the entire understanding between the parties.

2 Amendment. No modification shall be effective without written consent of both parties.

3 Severability. If any provision is found invalid, the remainder shall remain in full force.

## **SIGNATURE PAGE**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

INVESTOR:

**By:**

[Authorized Signatory]

[Investor Name]

Attachments:

- Exhibit A: Capitalization Table
- Exhibit B: Investor Questionnaire
- Exhibit C: Legal Opinion