

SERIES A FUNDING SHAREHOLDER AGREEMENT

PREAMBLE

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

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

AND

QUANTUM VENTURES CAPITAL, a Delaware limited partnership with offices at 2500 Sand Hill Road, Menlo Park, California 94025 (the "Investor")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is an enterprise AI services company specializing in predictive analytics and intelligent automation solutions;

WHEREAS, the Company seeks to raise capital to expand its technological infrastructure and market penetration;

WHEREAS, the Investor desires to purchase Series A Preferred Stock in the Company pursuant to the terms and conditions set forth herein;

ARTICLE I: DEFINITIONS

1 "Preferred Stock" shall mean the Series A Preferred Stock of the Company, par value \$0.001 per share, with the rights, preferences, and privileges set forth in this Agreement.

2 "Liquidation Preference" shall mean the right of the Investor to receive a priority distribution in the event of any liquidation, dissolution, or winding up of the Company.

3 "Conversion Ratio" shall mean the rate at which Preferred Stock may be converted to Common Stock, initially set at 1:1.

ARTICLE II: INVESTMENT TERMS

1 Investment Amount

The Investor shall purchase 1,250,000 shares of Series A Preferred Stock at a price of \$8.00 per share, representing a total investment of \$10,000,000.

2 Liquidation Preference

In the event of any liquidation, dissolution, or winding up of the Company, the Investor shall be entitled to receive, prior to any distribution to holders of Common Stock, an amount equal to the original purchase price per share, plus any declared but unpaid dividends.

3 Conversion Rights

The Preferred Stock shall be convertible into Common Stock at the Investor's option, subject to standard anti-dilution protections.

ARTICLE III: GOVERNANCE AND VOTING RIGHTS

1 Board Representation

The Investor shall be entitled to appoint one (1) member to the Company's Board of Directors.

2 Voting Rights

Each share of Preferred Stock shall be entitled to vote on an as-converted basis, with voting rights proportional to the number of Common Stock shares into which the Preferred Stock may be converted.

ARTICLE IV: INFORMATION RIGHTS

1 Financial Reporting

The Company shall provide the Investor with:

- Quarterly unaudited financial statements within 30 days of quarter-end
- Annual audited financial statements within 90 days of fiscal year-end
- Annual budget and operational plan

2 Inspection Rights

The Investor shall have reasonable access to the Company's books, records, and management for purposes of financial and operational review.

ARTICLE V: TRANSFER RESTRICTIONS

1 Transfer Limitations

Shares of Preferred Stock may not be transferred without the prior written consent of the Board of Directors, except in connection with:

- Transfers to affiliated entities
- Transfers pursuant to a merger or acquisition
- Transfers approved by a majority of the Board

ARTICLE VI: ANTI-DILUTION PROVISIONS

1 Weighted Average Protection

In the event of any subsequent financing at a lower valuation, the Investor's conversion price shall be appropriately adjusted to maintain economic equivalence.

2 Pay-to-Play Provisions

Investors who do not participate in future financing rounds shall have their anti-dilution protections reduced or eliminated.

ARTICLE VII: REPRESENTATIONS AND WARRANTIES

1 Company Representations

The Company represents and warrants that:

- It is duly organized and in good standing
- It has the corporate power to execute this Agreement
- No conflicts exist with existing agreements or obligations

2 Investor Representations

The Investor represents and warrants that:

- It is an accredited investor
- It has sufficient knowledge and experience to evaluate the investment
- It is purchasing the securities for investment purposes

ARTICLE VIII: MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

Delaware.

2 Entire Agreement

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

SIGNATURE BLOCK

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

QUANTUM VENTURES CAPITAL

By:

Jonathan Stern

Managing Partner