

# SHAREHOLDER AGREEMENT

THIS SHAREHOLDER AGREEMENT (the "Agreement") is made and entered into as of January 22, 2024, by and among:

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

The shareholders listed on Schedule A attached hereto (individually a "Shareholder" and collectively the "Shareholders")

## RECITALS

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

WHEREAS, the Shareholders desire to establish certain rights, obligations, and governance provisions related to their equity ownership in the Company;

WHEREAS, this Agreement sets forth the terms and conditions governing the Shareholders' respective rights and responsibilities;

## 1. DEFINITIONS

1 "Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person.

2 "Board" means the Board of Directors of the Company.

3 "Common Stock" means the common stock, par value \$0.001 per share, of the Company.

4 "Drag-Along Rights" means the right of certain Shareholders to require other Shareholders to participate in a sale of the Company.

5 "Preferred Stock" means the Series B Preferred Stock issued by the Company.

## 2. STOCK OWNERSHIP AND TRANSFER RESTRICTIONS

#### 1 **\*\*Transfer Restrictions\*\***

(a) No Shareholder may transfer any shares of Company stock without first offering such shares to the Company and other existing Shareholders pursuant to the rights of first refusal outlined in Section 2.2.

(b) Any proposed transfer must comply with applicable securities laws and receive prior written consent from the Board of Directors.

#### 2 **\*\*Right of First Refusal\*\***

(a) If a Shareholder receives a bona fide offer to sell shares, they must first provide written notice to the Company.

(b) The Company shall have 30 days to elect to purchase the shares at the proposed price and terms.

(c) If the Company declines, other Shareholders shall have a pro-rata right to purchase the shares.

### **3. GOVERNANCE AND VOTING RIGHTS**

#### 1 **\*\*Board Composition\*\***

(a) The Board shall consist of seven (7) directors, with seats allocated as follows:

- Three (3) directors elected by holders of Common Stock
- Two (2) directors elected by holders of Preferred Stock
- Two (2) independent directors

#### 2 **\*\*Voting Provisions\*\***

(a) Shareholders shall vote their shares proportionally to their ownership percentage.

(b) Certain fundamental transactions require supermajority approval, including:

- Sale of the Company
- Significant asset sales
- Amendments to corporate charter
- Issuance of new equity securities

### **4. DRAG-ALONG AND TAG-ALONG RIGHTS**

#### 1 **\*\*Drag-Along Rights\*\***

(a) Shareholders holding at least 60% of the Company's outstanding voting securities may initiate a

sale of the Company.

(b) All other Shareholders must participate in such a sale on proportional terms.

## 2 **\*\*Tag-Along Rights\*\***

(a) If a Shareholder receives a bona fide offer to sell their shares, other Shareholders may elect to sell their proportional shares on identical terms.

## **5. REPRESENTATIONS AND WARRANTIES**

1 Each Shareholder represents and warrants that:

(a) They have full legal capacity to enter this Agreement

(b) Their shares are free of any encumbrances

(c) They have received all necessary approvals to execute this Agreement

## **6. CONFIDENTIALITY**

1 Shareholders agree to maintain strict confidentiality regarding:

(a) Company financial information

(b) Strategic plans

(c) Proprietary technology details

(d) Any non-public information obtained through their shareholding

## **7. DISPUTE RESOLUTION**

### 1 **\*\*Arbitration\*\***

(a) Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

(b) Arbitration shall be conducted by a single arbitrator under JAMS rules.

## **8. MISCELLANEOUS**

1 This Agreement shall be governed by Delaware law.

2 The Agreement may only be amended with written consent of Shareholders holding a majority of outstanding shares.

## **SIGNATURE BLOCK**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

[Signature Pages for Shareholders Follow]