

SHAREHOLDER AGREEMENT

PREAMBLE

THIS SHAREHOLDER AGREEMENT (the "Agreement") is executed on this 22nd day of January, 2024, by and among Nexus Intelligent Systems, Inc., a Delaware corporation (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 and predictive analytics company incorporated in the State of Delaware;

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;

ARTICLE I: 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 Nexus Intelligent Systems, Inc.

3 "Change of Control" means any transaction or series of transactions whereby:

- a) Any person or entity acquires more than 50% of the Company's voting securities;
- b) A merger or consolidation resulting in existing shareholders holding less than 50% of voting power;
- c) A sale of substantially all assets of the Company.

4 "Drag-Along Rights" means the right of majority shareholders to require minority shareholders to participate in a sale of the Company.

5 "Tag-Along Rights" means the right of minority shareholders to participate in a sale on the same terms as majority shareholders.

ARTICLE II: SHARE OWNERSHIP AND TRANSFER RESTRICTIONS

1 Existing Capitalization

The current capitalization of the Company is set forth in Schedule B, which includes:

- a) Total authorized shares: 10,000,000
- b) Outstanding common shares: 6,500,000
- c) Outstanding preferred shares: 3,500,000

2 Transfer Restrictions

No Shareholder may transfer shares without:

- a) Providing written notice to the Board;
- b) Obtaining right of first refusal from existing Shareholders;
- c) Complying with securities laws and transfer restrictions herein.

3 Preemptive Rights

Existing Shareholders shall have the right to purchase new securities in proportion to their current ownership before any external issuance.

ARTICLE III: GOVERNANCE AND VOTING RIGHTS

1 Board Composition

- a) The Board shall consist of seven (7) directors
- b) Four (4) directors elected by common shareholders
- c) Three (3) directors elected by preferred shareholders

2 Voting Requirements

Certain fundamental actions require supermajority approval, including:

- a) Amendments to corporate charter
- b) Significant acquisitions or divestitures
- c) Issuance of new equity securities
- d) Dissolution or liquidation of the Company

ARTICLE IV: ECONOMIC RIGHTS

1 Dividend Policy

The Board shall determine dividend distributions, considering:

- a) Company financial performance
- b) Capital requirements
- c) Investor return expectations

2 Liquidation Preferences

In the event of liquidation, distribution shall follow:

- a) Preferred shareholders receive initial capital plus unpaid dividends
- b) Remaining proceeds distributed pro-rata among common shareholders

ARTICLE V: TRANSFER PROVISIONS

1 Drag-Along Rights

Shareholders holding 66% of voting shares may initiate a sale, requiring all shareholders to participate.

2 Tag-Along Rights

Minority shareholders may participate proportionally in any major sale transaction.

ARTICLE VI: CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1 Confidentiality Obligations

Shareholders agree to maintain strict confidentiality regarding:

- a) Company financial information
- b) Strategic plans
- c) Technical developments
- d) Customer and vendor relationships

2 Intellectual Property Assignment

All intellectual property developed during shareholder involvement remains Company property.

ARTICLE VII: DISPUTE RESOLUTION

1 Arbitration

Any disputes arising from this Agreement shall be resolved through binding arbitration in Delaware, following American Arbitration Association rules.

ARTICLE VIII: MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by and construed in accordance with Delaware law.

2 Amendment

Amendments require written consent of Shareholders representing 75% of voting shares.

SIGNATURES

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

[Signature Blocks]