

INVESTOR SYNDICATE PARTICIPATION AGREEMENT

PREAMBLE

This Investor Syndicate Participation Agreement (the "Agreement") is executed on January 22, 2024, by and among the undersigned parties, with reference to the following circumstances:

WHEREAS, Nexus Intelligent Systems, Inc., a Delaware corporation (the "Company"), is seeking strategic investment to support its continued growth in enterprise AI services and predictive analytics;

WHEREAS, the undersigned investors (collectively, the "Syndicate") desire to participate in a coordinated investment round to provide capital and strategic support to the Company;

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

1. DEFINITIONS

1 "Syndicate Members" shall mean the collective group of investors executing this Agreement, as listed in Schedule A.

2 "Committed Capital" means the total investment amount committed by each Syndicate Member, as specified in their respective investment schedules.

3 "Investment Period" means the timeframe between execution of this Agreement and final capital deployment, which shall not exceed ninety (90) days from the date hereof.

2. INVESTMENT TERMS

1 Investment Allocation

Each Syndicate Member shall contribute capital according to the terms specified in their individual investment schedules, which are incorporated herein by reference.

2 Capital Deployment

(a) Initial capital contributions shall be deposited into an escrow account managed by the Company's designated financial institution.

(b) Release of funds shall be contingent upon satisfaction of specified investment milestones,

including but not limited to:

- i. Completion of comprehensive due diligence
- ii. Execution of definitive investment documentation
- iii. Approval by the Company's Board of Directors

3 Pro Rata Participation

Syndicate Members shall have the right to participate proportionally in future financing rounds, subject to the following conditions:

- (a) Maintenance of their current investment percentage
- (b) Compliance with all existing investor agreements
- (c) Approval by the Company's Board of Directors

3. GOVERNANCE AND INFORMATION RIGHTS

1 Board Observation Rights

Syndicate Members contributing in excess of \$500,000 shall be granted board observation rights, including:

- (a) Quarterly financial reporting
- (b) Access to annual strategic planning materials
- (c) Right to attend board meetings in a non-voting capacity

2 Confidentiality

All Syndicate Members agree to maintain strict confidentiality regarding:

- (a) Company proprietary information
- (b) Investment terms
- (c) Strategic discussions and materials

4. REPRESENTATIONS AND WARRANTIES

1 Company Representations

The Company represents and warrants that:

- (a) It is a validly existing corporation under Delaware law
- (b) All financial statements provided are accurate and prepared in accordance with GAAP
- (c) There are no pending litigation matters that would materially impact investment value

2 Investor Representations

Each Syndicate Member represents that:

- (a) They are an accredited investor as defined by SEC regulations
- (b) They have independent capacity to evaluate investment risks
- (c) Their investment does not violate any existing contractual obligations

5. TRANSFER AND SECONDARY MARKET RESTRICTIONS

1 Transfer Limitations

Syndicate Members may not transfer their investment interests without:

- (a) Unanimous written consent of the Company's Board of Directors
- (b) Compliance with existing shareholder agreements
- (c) Adherence to securities law transfer restrictions

6. TERMINATION AND DISPUTE RESOLUTION

1 Termination Conditions

This Agreement may be terminated under the following circumstances:

- (a) Failure to meet investment milestones within specified timeframes
- (b) Material breach of representations and warranties
- (c) Mutual written agreement of all parties

2 Dispute Resolution

Any disputes arising from this Agreement shall be resolved through:

- (a) Mandatory arbitration in Delaware
- (b) Proceedings conducted under American Arbitration Association rules
- (c) Binding decision by a panel of three neutral arbitrators

7. MISCELLANEOUS PROVISIONS

1 Entire Agreement

This document constitutes the complete understanding between parties, superseding all prior negotiations and agreements.

2 Amendments

No modifications shall be effective unless executed in writing by all Syndicate Members.

3 Governing Law

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

SIGNATURE BLOCK

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

[Signature Pages Follow]