

CONVERTIBLE PREFERRED STOCK ISSUANCE DETAILS

CONFIDENTIAL DOCUMENT

NEXUS INTELLIGENT SYSTEMS, INC.

A Delaware Corporation

ARTICLE I: PRELIMINARY PROVISIONS

1.1 Purpose of Issuance

This Convertible Preferred Stock Purchase Agreement ("Agreement") is executed on January 22, 2024, by and between Nexus Intelligent Systems, Inc., a Delaware corporation ("Company"), and the undersigned investors ("Investors"), to govern the issuance of Series B Convertible Preferred Stock.

1.2 Definitions

"Preferred Stock" shall mean the Series B Convertible Preferred Stock of the Company, par value \$0.0001 per share, with the rights, preferences, and privileges set forth herein.

ARTICLE II: STOCK ISSUANCE DETAILS

2.1 Authorized Shares

The Company is authorized to issue up to 2,500,000 shares of Series B Convertible Preferred Stock, with an initial offering of 1,250,000 shares.

2.2 Purchase Price

The purchase price per share shall be \$8.75, representing a total potential offering value of \$10,937,500.

2.3 Conversion Rights

(a) Each share of Preferred Stock shall be convertible into common stock at the holder's option, subject to certain anti-dilution provisions.

(b) Conversion ratio shall be 1:1, subject to adjustment for:

- Stock splits
- Reverse stock splits
- Extraordinary dividends
- Fundamental corporate transactions

ARTICLE III: INVESTOR RIGHTS

3.1 Liquidation Preference

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

3.2 Voting Rights

(a) Each share of Preferred Stock shall be entitled to votes equal to the number of common shares into which it is convertible.

(b) Holders shall have special voting rights on:

- Board composition
- Fundamental corporate changes
- Additional equity issuances

ARTICLE IV: REPRESENTATIONS AND WARRANTIES

4.1 Company Representations

The Company represents and warrants that:

- It is a validly existing Delaware corporation
- It has full corporate power to execute this Agreement
- The issuance of Preferred Stock does not violate any existing agreements
- All corporate approvals have been obtained

4.2 Investor Representations

Each Investor represents:

- Accredited investor status
- Understanding of investment risks
- Independent evaluation of investment merits

ARTICLE V: MISCELLANEOUS PROVISIONS

5.1 Confidentiality

All information exchanged shall be treated as strictly confidential, with limited exceptions for legal compliance and professional advisors.

5.2 Governing Law

This Agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction in Delaware courts.

5.3 Transferability

Preferred Stock may be transferred only with prior written consent of the Company's Board of Directors.

ARTICLE VI: EXECUTION

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

COMPANY SIGNATURE

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

INVESTOR SIGNATURE BLOCK

[Signature Lines for Investors]

SCHEDULE OF EXHIBITS

A. Capitalization Table

B. Investor Qualification Certifications

C. Board Approval Documentation

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