

SERIES B INVESTMENT COMMITMENT DOCUMENTATION

CONFIDENTIAL INVESTMENT AGREEMENT

PARTIES

This Series B Investment Commitment Documentation ("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 (hereinafter referred to as the "Company")

AND

Horizon Ventures Partners LP, a Delaware limited partnership with offices at 555 California Street, San Francisco, California 94104 (hereinafter referred to as the "Investor")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is an enterprise AI services and predictive analytics company developing advanced technological solutions for industrial digital transformation;

WHEREAS, the Investor desires to make a substantial capital investment in the Company to support its continued growth and technological innovation;

WHEREAS, the Company seeks additional funding to accelerate product development, expand market penetration, and strengthen its competitive positioning;

1. INVESTMENT TERMS

1.1 Investment Amount

The Investor agrees to invest Fifteen Million Dollars (\$15,000,000) in exchange for newly issued Series B Preferred Stock representing 22.5% equity ownership in the Company.

1.2 Valuation

The pre-money valuation of the Company is established at Sixty-Five Million Dollars (\$65,000,000), with a post-money valuation of Eighty Million Dollars (\$80,000,000).

1.3 Closing Conditions

The investment shall be contingent upon:

- a) Successful completion of comprehensive due diligence
- b) Execution of definitive investment documentation
- c) Approval by the Company's Board of Directors
- d) No material adverse changes in the Company's financial or operational status

2. INVESTOR RIGHTS

2.1 Board Representation

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

2.2 Information Rights

The Company shall provide:

- Quarterly financial statements
- Annual audited financial reports
- Monthly operational performance dashboards
- Access to management for periodic strategic reviews

2.3 Pro-Rata Participation

The Investor shall have the right to maintain its proportional ownership in future financing rounds.

3. REPRESENTATIONS AND WARRANTIES

3.1 Company Representations

The Company represents and warrants that:

- It is a validly existing corporation
- All financial statements are accurate and prepared in accordance with GAAP
- There are no pending legal proceedings that could materially impact operations
- Intellectual property rights are properly secured and maintained

3.2 Investor Representations

The Investor represents:

- Accredited investor status
- Sufficient financial sophistication to evaluate the investment
- Independent assessment of investment risks

4. CONFIDENTIALITY

4.1 Proprietary Information

Both parties agree to maintain strict confidentiality regarding:

- Investment terms
- Business strategies
- Technical specifications
- Financial performance data

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with exclusive jurisdiction residing in Santa Clara County.

6. MISCELLANEOUS

6.1 Entire Agreement

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

6.2 Amendment

Any modifications must be executed in writing by authorized representatives of both parties.

SIGNATURE BLOCK

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

HORIZON VENTURES PARTNERS LP

By:

Jonathan Stern

Managing Partner

Executed on: January 22, 2024