

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

PREAMBLE

This Confidential Information and Invention Assignment Agreement (the "Agreement") is entered into as of January 22, 2024 (the "Effective Date") by and between 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 undersigned employee or consultant (the "Participant").

RECITALS

WHEREAS, the Company is engaged in the business of providing advanced AI-driven predictive maintenance and digital transformation solutions for enterprise clients;

WHEREAS, the Participant will have access to and may contribute to the Company's confidential and proprietary information and technological developments;

WHEREAS, the Company desires to protect its intellectual property and maintain the confidentiality of its proprietary information;

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

1. DEFINITIONS

1 "Confidential Information" shall mean all non-public technical, business, financial, and strategic information of the Company, including but not limited to:

- a) Source code and software algorithms
- b) Machine learning models and training datasets
- c) Client lists and engagement strategies
- d) Financial projections and business plans
- e) Research and development documentation
- f) Trade secrets related to predictive analytics technologies

2 "Inventions" shall mean all discoveries, developments, concepts, improvements, works of

authorship, and intellectual property created by the Participant during the course of employment or engagement with the Company, whether or not patentable or copyrightable.

2. CONFIDENTIALITY OBLIGATIONS

1 Confidentiality Commitment

The Participant agrees to maintain in strict confidence all Confidential Information, using the same degree of care used to protect the Participant's own confidential information, but in no event less than reasonable care.

2 Permitted Disclosures

Confidential Information may be disclosed only:

- a) As required in the course of performing duties for the Company
- b) With prior written consent of the Company's Chief Legal Officer
- c) As may be required by law, after providing reasonable notice to the Company

3 Return of Materials

Upon termination of employment or engagement, the Participant shall immediately return all Company property, documents, and materials containing Confidential Information.

3. INVENTION ASSIGNMENT

1 Assignment of Inventions

The Participant hereby assigns and agrees to assign to the Company all right, title, and interest in and to all Inventions created during the period of engagement with the Company.

2 Scope of Assignment

Inventions subject to assignment include:

- a) Inventions developed using Company resources
- b) Inventions related to the Company's current or prospective business activities
- c) Inventions conceived during the course of employment

3 Assistance in Prosecution

The Participant agrees to assist the Company in protecting its intellectual property rights, including executing patent applications and other necessary documentation.

4. REPRESENTATIONS AND WARRANTIES

1 The Participant represents and warrants that:

- a) There are no restrictions on the Participant's ability to enter this Agreement
- b) The Participant will not use or disclose any third-party confidential information without authorization
- c) All prior agreements will be honored

5. REMEDIES

1 Injunctive Relief

The Participant acknowledges that monetary damages may be inadequate to compensate the Company for breaches of this Agreement, and the Company shall be entitled to seek injunctive relief.

2 Survival

The obligations of confidentiality and invention assignment shall survive the termination of the Participant's engagement with the Company.

6. MISCELLANEOUS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

3 Modification

Any modification must be in writing and signed by authorized representatives of both parties.

7. ACKNOWLEDGMENT

The Participant acknowledges reading and understanding this Agreement and agrees to be bound by its terms.

SIGNATURE BLOCK

Executed as of the Effective Date:

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

PARTICIPANT:

[Participant Name]

Date: