

# INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

## PARTIES

This Intellectual Property Assignment and Confidentiality Agreement (the "Agreement") is entered into as of 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 (the "Company")

AND

The undersigned inventor(s) and developer(s) listed in Exhibit A (individually and collectively referred to as the "Inventor(s)")

## RECITALS

WHEREAS, the Company is engaged in the development of advanced machine learning models for predictive maintenance strategies;

WHEREAS, the Inventor(s) have developed a proprietary machine learning algorithm for diagnostic prediction and industrial asset management;

WHEREAS, the Company desires to acquire full ownership and exclusive rights to the Intellectual Property described herein;

## 1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, source code, algorithms, methodological designs, and derivative works related to the Machine Learning Model for Predictive Maintenance Strategies, including but not limited to all associated documentation, research notes, and computational frameworks.

2 "Confidential Information" shall include all technical, financial, strategic, and operational information disclosed by the Company, whether in written, electronic, or oral form.

## 2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventor(s) hereby irrevocably and perpetually assign to the Company all right, title, and interest in the Intellectual Property, including:

- a) All worldwide patent, copyright, and trade secret rights
- b) All derivative works and future improvements
- c) All economic rights associated with the Intellectual Property
- d) All rights to file, prosecute, and maintain intellectual property protections

2 Moral Rights. The Inventor(s) waive all moral rights and attribution claims associated with the Intellectual Property to the maximum extent permitted by applicable law.

### **3. CONFIDENTIALITY OBLIGATIONS**

1 Confidentiality Commitment. The Inventor(s) agree to maintain strict confidentiality regarding:

- All Company proprietary information
- Details of the machine learning model
- Business strategies and technical methodologies
- Any non-public information accessed during development

2 Protection Standard. Confidential Information shall be protected with the same degree of care the Inventor(s) would use to protect their own most sensitive proprietary information, but in no event less than reasonable commercial standards.

### **4. REPRESENTATIONS AND WARRANTIES**

1 The Inventor(s) represent and warrant that:

- They are the sole and original creators of the Intellectual Property
- The Intellectual Property is original and does not infringe third-party rights
- No prior agreements restrict the assignment of these rights
- All necessary disclosures and consents have been obtained

### **5. COMPENSATION**

1 In consideration of the complete assignment, the Company shall provide:

- A one-time payment of \$75,000
- Potential future performance-based bonuses

- Continued employment or consulting opportunities

## **6. MISCELLANEOUS PROVISIONS**

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

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

3 Severability. If any provision is found invalid, the remaining provisions shall remain in full force and effect.

## **7. SIGNATURES**

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS:

[Signature Pages for Individual Inventors Attached as Exhibit A]