

EMPLOYMENT AND COMPENSATION AGREEMENT

THIS EMPLOYMENT AND COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between NEXUS INDUSTRIAL INTELLIGENCE, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Suite 400, Cambridge, Massachusetts 02142 (the "Company"), and ALEXANDER THOMPSON, an individual residing at 145 Beacon Street, Unit 7, Boston, Massachusetts 02116 (the "Executive").

1.0 PREAMBLE AND RECITALS

WHEREAS, the Company is engaged in the business of developing and commercializing proprietary machine learning and computer vision solutions for industrial process optimization and predictive maintenance, including its NexusCore™ Industrial AI Platform (the "Business"), with operations across multiple jurisdictions and industrial sectors;

WHEREAS, the Company has developed substantial intellectual property, trade secrets, and proprietary methodologies in the field of artificial intelligence and machine learning applications for industrial processes, which constitute valuable corporate assets requiring appropriate protection and management;

WHEREAS, the Company desires to employ the Executive as Chief Product Officer, and the Executive desires to accept such employment with the Company, subject to the terms and conditions set forth herein;

WHEREAS, the Executive possesses certain knowledge and skills relating to artificial intelligence, machine learning, and industrial technology that will be valuable to the Business, including extensive experience in product development, team leadership, and strategic planning in the artificial intelligence sector;

WHEREAS, the Executive has represented and warranted that they are free from any contractual restrictions that would prevent them from entering into this Agreement and performing the contemplated services;

WHEREAS, both parties acknowledge the competitive nature of the industrial AI market and the importance of protecting confidential information and intellectual property rights in this rapidly evolving technological landscape; and

WHEREAS, the parties desire to set forth the terms and conditions of the Executive's employment with the Company in a comprehensive and legally binding manner.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

2.0 DEFINITIONS

2.1 "Cause" means: (a) Executive's material breach of this Agreement; (b) Executive's conviction of, or plea of guilty or nolo contendere to, a felony or crime involving moral turpitude; (c) Executive's willful misconduct or gross negligence in performing duties; (d) Executive's unauthorized disclosure of Confidential Information; (e) Executive's material violation of Company policies; (f) Executive's repeated failure to follow reasonable Board directives; or (g) Executive's engagement in conduct that materially damages Company reputation.

2.2 "Change in Control" means: (a) acquisition of more than 50% of Company voting securities; (b) merger, consolidation, or reorganization where Company shareholders own less than 50% of resulting entity; (c) sale of substantially all Company assets; (d) Board change where incumbent directors cease to constitute majority; or (e) liquidation or dissolution of the Company other than for restructuring purposes.

2.3 "Company Technology" means all Technology developed, conceived, reduced to practice, or otherwise created by the Company, including but not limited to: (a) the NexusCore™ Industrial AI Platform; (b) machine learning algorithms and models; (c) computer vision systems and neural networks; (d) predictive maintenance models and algorithms; (e) process optimization software; (f) data collection and analysis tools; (g) sensor integration systems; and (h) associated intellectual property, documentation, and improvements thereof.

2.4 "Confidential Information" means all non-public information concerning the Company's business, including but not limited to: (a) trade secrets; (b) proprietary technology; (c) customer information, including identity, preferences, and usage patterns; (d) financial data, including pricing, costs, and projections; (e) business strategies and marketing plans; (f) machine learning models, training data, and optimization parameters; (g) computer vision algorithms and image processing techniques; (h) research and development materials; (i) technical specifications and documentation; (j) manufacturing processes and methodologies; (k) supplier relationships and terms; and (l) employee information.

2.5 "Intellectual Property" means all: (a) patents, patent applications, and patent rights; (b) copyrights, copyright registrations, and copyright applications; (c) trademarks, service marks, trade names, and brand identities; (d) trade secrets and confidential information; (e) software and source code; (f) data rights and database rights; (g) design rights and industrial designs; (h) proprietary processes and methodologies; (i) know-how and show-how rights; (j) mask works; and (k) all other intellectual property rights owned by or licensed to the Company.

2.6 "Technology" means all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and similar items related to: (a) artificial intelligence and machine learning systems; (b) computer vision and image processing; (c) industrial process optimization; (d) predictive maintenance and fault detection; (e) sensor networks and data collection; (f) cloud computing and edge processing; (g) user interfaces and visualization tools; (h) system integration and automation; and (i) related technical implementations and improvements.

2.7 "Derivative Works" means any modification, adaptation, translation, transformation, arrangement, or any other alteration of Company Technology or Intellectual Property that would constitute a derivative work under applicable copyright law.

3.0 EMPLOYMENT TERMS AND DUTIES

3.1 Position and Reporting Structure (a) The Company hereby employs Executive as Chief Product Officer, reporting directly to the Chief Executive Officer. (b) Executive shall serve as a member of the Company's executive leadership team and participate in all executive-level strategic planning sessions, board meetings, and corporate governance activities as required. (c) Executive's position is classified as full-time, exempt employment under applicable federal and state labor laws. (d) The Executive shall maintain direct oversight of all product department heads, including but not limited to Directors of Product Management, User Experience, Technical Product Management, and Product Analytics. (e) Executive shall establish and maintain appropriate delegation of authority within the product organization while retaining ultimate accountability for departmental performance.

3.2 Duties and Responsibilities (a) Executive shall be responsible for: (i) Leading product strategy and roadmap development, including quarterly and annual planning cycles (ii) Managing the product development organization, including staffing, budget, and resource allocation (iii) Driving innovation in AI/ML applications and emerging technologies (iv) Ensuring product market fit and commercial success through data-driven decision making (v) Contributing to overall corporate strategy and executive decision-making processes (vi) Establishing and maintaining product development methodologies and best practices (vii) Overseeing product lifecycle management from conception through retirement (viii) Developing and maintaining strategic partnerships with key technology vendors (ix) Ensuring alignment between product initiatives and company objectives (x) Managing intellectual property strategy for product-related innovations (b) Executive shall devote full business time and efforts to Company duties, maintaining such hours as necessary to fulfill responsibilities effectively. (c) Executive shall not engage in other employment or business activities without prior written consent from the Chief Executive Officer and Board of Directors. (d) Executive shall participate in industry speaking engagements and thought leadership activities as a representative of the Company.

3.3 Work Location and Schedule (a) Primary work location shall be Company headquarters in Cambridge, Massachusetts, with dedicated office space and necessary equipment provided. (b) Remote work permitted up to two days per week, subject to Company policies and the following conditions: (i) Maintenance of regular communication during business hours (ii) Availability for emergency situations and critical meetings (iii) Secure and appropriate remote work environment (iv) Compliance with Company security and confidentiality protocols (c) Travel required up to 25% of time for customer, partner, and industry events, including: (i) Quarterly customer advisory board meetings (ii) Annual industry conferences and trade shows (iii) Strategic partner negotiations and relationship management (iv) International market development initiatives (d) Executive shall maintain flexibility for different time zones and urgent situations.

3.4 Performance Standards (a) Executive shall perform duties in professional, competent manner consistent with industry standards and practices. (b) Executive shall comply with all applicable laws, regulations, and industry standards, including: (i) Data privacy and protection requirements (ii) Securities laws and insider trading regulations (iii) Intellectual property rights and obligations (iv) Employment and labor laws (c) Executive shall meet or exceed Company performance metrics, including: (i) Product revenue and profitability targets (ii) Customer satisfaction and retention metrics (iii) Innovation and development milestones (iv) Team development and retention goals (d) Executive shall participate in quarterly performance reviews and annual objective setting. (e) Executive shall maintain professional certifications and knowledge relevant to the position.

3.5 Compliance with Company Policies (a) Executive shall adhere to all Company policies and procedures, including but not limited to: (i) Code of Business Conduct and Ethics (ii) Information Security and Data Protection Policies (iii) Insider Trading Policy (iv) Social Media and Public Communications Policy (v) Travel and Expense Policies (vi) Diversity, Equity, and Inclusion Policies (b) Executive shall complete required training and certifications, including: (i) Annual compliance training (ii) Leadership development programs (iii) Industry-specific certifications (iv) Security and privacy training (c) Executive shall maintain highest ethical standards and: (i) Report any potential conflicts of interest (ii) Protect confidential information (iii) Foster a culture of compliance (iv) Lead by example in ethical decision-making (d) Executive shall promptly report any violations or concerns regarding Company policies or legal obligations through appropriate channels.

4.0 COMPENSATION AND BENEFITS

4.1 Base Salary (a) Annual base salary of \$375,000, paid in accordance with Company payroll practices and distributed bi-weekly. (b) Salary subject to annual review and adjustment based on performance metrics, market conditions, and Company discretion. (c) All compensation subject to applicable federal, state, and local tax withholding requirements. (d) Performance

reviews conducted annually in Q4, with salary adjustments effective January 1. (e) Additional merit-based increases may be considered upon significant role expansion or extraordinary performance.

4.2 Equity Compensation (a) Initial grant of 200,000 restricted stock units (RSUs), subject to following terms: (i) Four-year vesting schedule with one-year cliff (ii) Quarterly vesting thereafter at 12.5% per quarter (iii) Accelerated vesting upon Change in Control as defined in Section 8.3 (iv) RSUs converted to common stock upon vesting (v) Tax withholding satisfied through share withholding (b) Eligibility for annual equity refresher grants based on performance: (i) Annual target of 50,000 RSUs, subject to Board approval (ii) Refresher grants follow standard four-year vesting schedule (iii) Consideration for additional grants upon exceptional performance (c) All equity awards subject to Company's equity incentive plan and applicable securities laws. (d) Executive shall have the right to participate in any employee stock purchase program.

4.3 Annual Bonus Structure (a) Target annual bonus of 50% of base salary. (b) Bonus based on: (i) Company financial performance (40%): - Revenue growth targets - EBITDA margins - Market share metrics - Cash flow objectives (ii) Product development milestones (40%): - Product launch timelines - Customer adoption metrics - Technical performance indicators - Innovation objectives (iii) Individual objectives (20%): - Leadership effectiveness - Team development - Strategic initiative execution (c) Bonus paid annually following Board approval, typically in Q1. (d) Pro-rated bonus eligible for partial years of service. (e) Minimum threshold of 80% achievement required for any bonus payment. (f) Maximum bonus capped at 200% of target for exceptional performance.

4.4 Benefits Package (a) Participation in Company health, dental, and vision insurance plans: (i) Premium coverage at 90% for employee and 75% for dependents (ii) Option to elect premium or standard coverage levels (iii) Annual enrollment period in November (iv) Coverage effective first day of employment (b) Life and disability insurance coverage: (i) Life insurance at 3x annual salary (ii) Short-term disability at 66.67% of salary (iii) Long-term disability at 60% of salary (iv) Supplemental coverage available at employee's expense (c) 401(k) plan with Company matching: (i) Company matches 100% of first 4% contributed (ii) Immediate vesting of matching contributions (iii) Wide selection of investment options (iv) Annual contribution limits per IRS guidelines (d) Four weeks paid vacation annually: (i) Accrual at 13.33 hours per month (ii) Maximum accrual cap of 200 hours (iii) Carryover of up to 80 hours annually (e) Paid holidays per Company calendar: (i) Minimum of 12 paid holidays annually (ii) Floating holiday allowance of 2 days (f) Professional development allowance of \$10,000 annually: (i) Conference attendance (ii) Professional memberships (iii) Educational courses (iv) Certification programs

4.5 Expense Reimbursement (a) Reasonable business expenses reimbursed per Company policy: (i) Submission required within 60 days of expense (ii) Original receipts required for all expenses over \$25 (iii) Digital submission through expense management system (b) Travel

expenses covered per Company travel policy: (i) Business class eligible for flights over 4 hours (ii) Standard hotel accommodations (iii) Meal per diem rates by location (iv) Ground transportation allowances (c) Technology and home office allowance of \$5,000: (i) Initial setup allowance (ii) Annual refresh budget of \$2,000 (iii) Monthly internet service reimbursement (iv) Mobile device and service plan coverage

4.6 Additional Compensation Provisions (a) Compensation review and adjustments: (i) Annual review of total compensation package (ii) Market competitiveness assessments (iii) Internal equity considerations (b) Clawback provisions: (i) Recovery of compensation in cases of financial restatement (ii) Compliance with Dodd-Frank requirements (iii) Board discretion in enforcement (c) Section 409A compliance: (i) All compensation structured to comply with Section 409A (ii) Six-month delay for specified employees (iii) Separate payment treatment where applicable

5.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Assignment of Inventions (a) Executive hereby irrevocably assigns, transfers, and conveys to Company all right, title, and interest worldwide in and to: (i) Any and all inventions, innovations, developments, improvements, modifications, discoveries, designs, algorithms, software code, processes, techniques, and methods ("Inventions") created, conceived, reduced to practice, or developed by Executive, either alone or jointly with others, during the period of employment with Company (ii) All improvements, enhancements, or derivative works to Company Technology, including but not limited to artificial intelligence models, machine learning algorithms, data processing systems, and analytical frameworks (iii) All work product, deliverables, documentation, reports, presentations, analyses, and other materials created in connection with Executive's employment (b) Executive shall promptly and fully disclose to Company in writing all Inventions, regardless of patentability or copyrightability, within thirty (30) days of creation or conception. (c) Executive shall, at Company's expense, provide all assistance reasonably requested to: (i) Secure, perfect, and enforce Company's intellectual property rights (ii) Execute all documents necessary for patent, copyright, or trademark applications (iii) Testify in legal proceedings regarding any Inventions (iv) Assist in technology transfer and documentation processes

5.2 Non-Disclosure Obligations (a) Executive shall maintain strict confidentiality of all Confidential Information, defined as: (i) Technical information including software, algorithms, data structures, architectures, processes, formulae, designs, and specifications (ii) Business information including strategies, forecasts, customer lists, pricing, financial data, and market analyses (iii) Operational information including methods, procedures, security protocols, and internal policies (iv) Research and development information including experiments, prototypes, test results, and product roadmaps (b) Executive shall: (i) Use Confidential Information solely for Company's benefit and as required for job duties (ii) Maintain

appropriate security measures to prevent unauthorized access (iii) Report any suspected breaches or unauthorized disclosures immediately (iv) Obtain written approval before sharing information with third parties (c) These obligations shall: (i) Continue indefinitely after employment termination (ii) Survive any change in position or responsibility (iii) Apply to all forms of communication and media (iv) Include information learned from Company's partners and clients

5.3 Return of Company Property (a) Upon termination or Company request, Executive shall immediately return: (i) All documents, records, notes, reports, correspondence, and materials in any form (ii) Electronic devices including computers, phones, storage devices, and peripherals (iii) Access credentials, passwords, keys, badges, and security tokens (iv) Intellectual property, source code, and development environments (v) Customer information, contact lists, and relationship materials (b) Executive shall: (i) Not retain, copy, or reproduce any Company materials (ii) Permanently delete all Company data from personal devices (iii) Certify in writing that all materials have been returned (iv) Submit to verification of compliance if requested

5.4 Third-Party Information Protection (a) Executive shall: (i) Respect and maintain confidentiality of third-party information (ii) Comply with all non-disclosure agreements and confidentiality obligations (iii) Obtain necessary permissions before using third-party intellectual property (iv) Report any potential violations of third-party rights (b) Executive warrants that they: (i) Will not bring or use any third-party confidential information without authorization (ii) Have not and will not violate any prior confidentiality obligations (iii) Will not incorporate unauthorized third-party intellectual property into Company work (c) Executive shall comply with: (i) All applicable data privacy laws and regulations (ii) Industry standards for data protection and security (iii) Company policies regarding data handling and privacy (iv) Contractual obligations regarding data protection

5.5 Remedies (a) Executive acknowledges that: (i) Breach of these provisions may cause irreparable harm to Company (ii) Monetary damages alone may be inadequate remedy (iii) Company shall be entitled to injunctive relief (b) Executive agrees to: (i) Pay all costs associated with enforcing these provisions (ii) Cooperate in any investigation of suspected violations (iii) Submit to audit of compliance upon reasonable notice (c) These remedies are: (i) In addition to any other available legal or equitable remedies (ii) Enforceable by Company's successors and assigns (iii) Subject to applicable law and jurisdiction