

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, Wilmington, Delaware 19801 (the "Company"), and JENNIFER MARTINEZ, an individual residing at 127 Technology Lane, Cambridge, Massachusetts 02142 (the "Executive").

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 (the "Business");

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; and

WHEREAS, the parties desire to enter into this Agreement to define their respective rights and obligations with respect to the Executive's employment by the Company.

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

1.0 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means any person or entity controlling, controlled by, or under common control with the Company, where "control" means ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interests.

"Confidential Information" means all non-public information, whether in oral, written, or electronic form, concerning the Company's Business, including but not limited to the NexusCore™ Platform, machine learning algorithms, computer vision systems, artificial intelligence models, source code, technical specifications, customer lists, pricing, business strategies, trade secrets, research and development activities, experimental results, training data, model architectures, neural network configurations, and any other proprietary technical or business information.

"Intellectual Property" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights owned by or licensed to the Company, including all improvements, modifications, and derivative works thereof, encompassing both registered and unregistered rights, pending applications, and future filings worldwide.

"NexusCore™ Platform" means the Company's proprietary industrial AI platform and all associated modules, including predictive maintenance, quality inspection, process optimization capabilities, machine learning models, data processing pipelines, user interfaces, APIs, documentation, and related technological components.

"Authorized Users" means employees, contractors, or agents of the Company who have been granted explicit permission to access and use the NexusCore™ Platform and related systems.

"Derivative Works" means any modification, adaptation, enhancement, improvement, or creation based upon the Company's Intellectual Property or Confidential Information.

"Training Data" means any data, datasets, or information used to train, validate, or test the Company's artificial intelligence models or machine learning systems.

"System Output" means any results, recommendations, predictions, or analyses generated by the NexusCore™ Platform or related AI systems.

1.2 Interpretation. In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) words importing the singular include the plural and vice versa; (c) "including" means "including without limitation"; (d) references to sections are to sections of this Agreement; (e) all exhibits and schedules attached hereto are incorporated herein by reference; (f) references to any gender include all genders; (g) references to "written" or "in writing" include electronic communications; (h) references to any party include their permitted successors and assigns; (i) technical terms shall have the meaning commonly understood in the artificial intelligence and machine learning industry; (j) ambiguities shall not be interpreted against the drafting party; (k) time periods shall be calculated in calendar days unless otherwise specified; (l) if any provision requires consent or approval, such consent must be obtained in writing; and (m) references to laws include all amendments, modifications, and replacements thereof.

1.3 Precedence. In the event of any conflict between the terms of this Agreement and any exhibit, schedule, or attachment hereto, the terms of this Agreement shall prevail unless explicitly stated otherwise in writing.

2.0 EMPLOYMENT TERMS AND DUTIES

2.1 Position. The Company hereby employs the Executive, and the Executive hereby accepts employment, as Chief Product Officer of the Company, reporting directly to the Chief Executive Officer. The Executive acknowledges that this position constitutes a key executive

role with significant influence over Company operations, strategy, and intellectual property development.

2.2 Duties and Responsibilities. The Executive shall: (a) devote full business time and attention to the performance of duties, maintaining undivided loyalty to the Company during the term of employment; (b) oversee product strategy and development of the NexusCore™ Platform, including strategic planning, feature prioritization, and product lifecycle management; (c) lead the product management and user experience teams, including recruitment, development, and performance management of team members; (d) collaborate with engineering and AI teams on technology roadmap, ensuring alignment with business objectives and market demands; (e) develop and execute go-to-market strategies, including pricing, positioning, and competitive analysis; (f) establish and maintain key performance indicators (KPIs) for product success; (g) represent the Company at industry events, conferences, and customer meetings; (h) protect and maintain Company confidential information and intellectual property; (i) participate in Board of Directors meetings as requested; and (j) perform such other duties as reasonably assigned by the CEO.

2.3 Work Location and Schedule. (a) Primary work location shall be the Company's headquarters in Wilmington, Delaware, with dedicated office space and necessary resources provided; (b) Executive may work remotely up to two days per week, subject to Company policies, provided that: (i) remote work does not interfere with meeting attendance or team collaboration; (ii) Executive maintains secure and reliable communication capabilities; (iii) Executive remains available during core business hours (9:00 AM - 5:00 PM EST); (iv) remote work arrangement may be modified with 30 days' notice; (c) Travel as reasonably required to perform duties, including: (i) customer sites and conferences; (ii) international offices and partner locations; (iii) industry events and trade shows; (iv) team off-sites and strategic planning sessions.

2.4 Performance Standards. Executive shall: (a) perform duties in a professional, ethical manner consistent with Company values and culture; (b) comply with all Company policies and procedures, including but not limited to: (i) Code of Business Conduct and Ethics; (ii) Information Security Policy; (iii) Insider Trading Policy; (iv) Travel and Expense Policy; (v) Social Media Guidelines; (c) maintain all required licenses and certifications for the position; (d) meet or exceed performance objectives established by the CEO.

2.5 Authority and Limitations. (a) Executive shall have authority to: (i) make product-related decisions within approved budget parameters; (ii) hire and manage product team members; (iii) enter into non-disclosure agreements; (iv) approve product-related expenses up to \$50,000; (b) Executive shall obtain CEO approval for: (i) strategic partnerships or joint ventures; (ii) material changes to product roadmap; (iii) expenses exceeding authorized limits; (iv) hiring decisions for senior team members.

2.6 Cross-Functional Responsibilities. (a) Collaborate with Sales and Marketing on product positioning and messaging; (b) Work with Legal department on intellectual property

protection; (c) Partner with Finance on product pricing and profitability analysis; (d) Coordinate with Human Resources on team development and organizational structure; (e) Engage with Customer Success on user feedback and satisfaction metrics.

2.7 Compliance and Reporting. (a) Submit monthly progress reports to CEO; (b) Provide quarterly updates to Board of Directors; (c) Maintain accurate records of product development activities; (d) Ensure compliance with industry regulations and standards; (e) Report any potential conflicts of interest or compliance concerns promptly.

2.8 Performance Review and Objectives. (a) Participate in quarterly performance reviews with CEO; (b) Develop and track annual objectives and key results (OKRs); (c) Establish measurable success criteria for product initiatives; (d) Maintain documentation of achievements and challenges; (e) Engage in continuous professional development and learning.

3.0 COMPENSATION AND BENEFITS

3.1 Base Salary. (a) Annual base salary of \$375,000, payable in accordance with Company's standard payroll practices, with payments distributed bi-weekly in equal installments. (b) Subject to annual review and adjustment based on performance, market conditions, and Company discretion. (c) Salary reviews to be conducted annually within 30 days of employment anniversary date. (d) Any salary increases will be retroactive to the anniversary date if approved after such date. (e) Company reserves the right to implement temporary salary reductions uniformly affecting similarly situated executives during periods of financial hardship.

3.2 Equity Compensation. (a) Initial grant of 100,000 restricted stock units (RSUs), subject to 4-year vesting schedule: (i) 25% vesting on first anniversary of grant date (ii) Remaining 75% vesting quarterly thereafter (iii) Accelerated vesting provisions apply in event of Change in Control as defined in Section 8.3 (iv) RSUs to be settled in Company common stock upon vesting (b) Eligible for additional annual equity grants based on performance: (i) Annual grants determined by Board Compensation Committee (ii) Target annual grant value of \$200,000 (iii) Mix of RSUs and performance stock units (PSUs) as determined by Committee (c) All equity awards subject to terms of Company's 2023 Equity Incentive Plan: (i) Plan administrator's decisions are final and binding (ii) Awards subject to applicable tax withholding requirements (iii) Company may satisfy tax obligations through share withholding (d) Post-termination exercise periods for vested stock options: (i) 90 days following voluntary resignation (ii) 180 days following involuntary termination without cause (iii) 12 months following termination due to death or disability

3.3 Annual Bonus. (a) Target bonus of 50% of base salary: (i) Minimum threshold performance yields 50% of target (ii) Maximum bonus opportunity of 200% of target (iii) Pro-rated for partial performance years (b) Based on achievement of Company and individual performance metrics: (i) 70% weighted on Company financial targets (ii) 30% weighted on individual

objectives (iii) Metrics established within 90 days of performance period (c) Payable annually following Board approval: (i) Payment to occur no later than March 15 following performance year (ii) Subject to standard payroll deductions and withholdings (d) Must be employed on payment date to receive bonus, except: (i) Pro-rated bonus payable upon death or disability (ii) Pro-rated bonus payable upon involuntary termination without cause (iii) No bonus payable upon termination for cause

3.4 Benefits. (a) Participation in Company's standard benefit plans, including: (i) Medical, dental, and vision insurance: - Company pays 80% of premium costs - Coverage effective first day of employment - Annual open enrollment period (ii) 401(k) plan with Company match: - 100% match on first 4% of contributions - Immediate vesting of employee contributions - Three-year vesting schedule for Company match (iii) Life and disability insurance: - Company-paid basic life insurance of 2x annual salary - Optional supplemental life insurance available - Short-term disability coverage at 60% of salary - Long-term disability coverage at 60% of salary (iv) Paid time off per Company policy: - 20 days annual vacation accrual - 10 paid holidays annually - 5 sick days annually - Carryover limited to 10 days annually (b) Reimbursement of reasonable business expenses: (i) Must comply with Company expense policy (ii) Submission required within 60 days of expense (iii) Reimbursement within 30 days of submission (iv) Annual expense audit rights reserved by Company (c) Annual professional development allowance of \$10,000: (i) Eligible expenses include: - Professional certifications - Industry conferences - Educational courses - Professional memberships (ii) Unused allowance does not carry forward (iii) Pre-approval required for expenses over \$2,500 (d) Additional executive benefits: (i) Annual executive health screening (ii) Financial planning services allowance of \$5,000 (iii) Club membership dues reimbursement up to \$3,000 annually (iv) Company-paid mobile phone and service plan

3.5 Compensation Review and Adjustments. (a) All compensation elements subject to annual review by Board (b) Company reserves right to modify benefit programs with notice (c) Changes to compensation require written amendment to Agreement (d) Executive to be notified of material changes within 30 days

4.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 Assignment of Intellectual Property. (a) Executive hereby irrevocably assigns, transfers, and conveys to Company all right, title, and interest in and to any and all Intellectual Property created, conceived, developed, or reduced to practice during the course of employment, whether solely or jointly with others, including but not limited to: (i) Inventions, discoveries, improvements, and innovations (ii) Software code, algorithms, and machine learning models (iii) Technical documentation and specifications (iv) Trade secrets and proprietary methodologies (v) Patents, patent applications, and patent rights (vi) Copyrights and copyrightable works (vii) Trademarks, service marks, and brand identifiers

(b) Executive shall promptly and fully disclose all Intellectual Property to Company in writing, maintaining detailed records of development activities and providing regular updates on any innovations or improvements.

(c) Executive shall, at Company's expense, execute all documents and perform all actions necessary to: (i) Perfect Company's ownership of Intellectual Property (ii) Obtain and maintain patent, copyright, and other protections (iii) Defend Company's intellectual property rights (iv) Assist in any litigation or proceedings regarding the Intellectual Property

(d) Executive expressly waives all moral rights in the Intellectual Property, including but not limited to: (i) Right of attribution (ii) Right of integrity (iii) Right to object to modifications (iv) Right to withdraw from circulation

4.2 Confidentiality Obligations. (a) Executive shall maintain strict confidentiality of all Confidential Information, defined as: (i) Technical information, including algorithms, source code, and system architecture (ii) Business information, including strategies, forecasts, and customer data (iii) Financial information, including pricing, costs, and profit margins (iv) Operational information, including processes, methods, and procedures (v) Research and development information (vi) Personnel information and human resources data (vii) Third-party confidential information in Company's possession

(b) Executive shall: (i) Use Confidential Information solely for Company's benefit (ii) Implement reasonable security measures to prevent unauthorized access (iii) Report any suspected breaches immediately (iv) Obtain written authorization before any permitted disclosure (v) Ensure confidentiality agreements are in place with third parties

(c) Upon termination or Company request, Executive shall: (i) Return all physical Confidential Information (ii) Delete all electronic copies (iii) Certify compliance in writing (iv) Cooperate in ensuring complete return of materials

4.3 Restrictive Covenants. (a) Non-competition covenant: (i) 12-month duration post-employment (ii) Applies to directly competitive businesses (iii) Covers similar products, services, or technologies (iv) Includes acting as employee, consultant, or owner (v) Reasonable scope necessary to protect legitimate business interests

(b) Non-solicitation of employees: (i) 24-month duration post-employment (ii) Applies to all current employees (iii) Includes direct and indirect solicitation (iv) Covers hiring, recruiting, or inducing departure (v) Extends to independent contractors and consultants

(c) Non-solicitation of customers: (i) 24-month duration post-employment (ii) Applies to current and prospective customers (iii) Includes direct and indirect solicitation (iv) Covers business diversion attempts (v) Encompasses strategic partners and vendors

(d) Geographic scope encompasses: (i) All locations where Company conducts business (ii) North American territories and markets (iii) European Economic Area (iv) Emerging markets where Company has operations (v) Online and digital presence globally

4.4 Remedies. (a) Injunctive relief: (i) Immediate temporary and permanent injunctions (ii) No requirement to post bond (iii) Emergency ex parte relief when appropriate (iv) Specific performance remedies (v) Worldwide enforcement rights

(b) Liquidated damages: (i) \$250,000 per individual breach (ii) Not exclusive of other remedies (iii) Reasonable estimate of harm (iv) Enforceable to maximum extent permitted by law (v) Subject to annual adjustment for inflation

(c) Additional remedies: (i) Recovery of attorney's fees by prevailing party (ii) Costs of investigation and enforcement (iii) Actual damages in addition to liquidated damages (iv) Disgorgement of profits from breach (v) Extension of restrictive periods during violation

5.0 GENERAL PROVISIONS

5.1 At-Will Employment. Employment is at-will and may be terminated by either party at any time.

5.2 Governing Law. Delaware law governs without regard to conflicts principles.

5.3 Dispute Resolution. Mandatory arbitration in Wilmington, Delaware under AAA rules.

5.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

5.5 Amendments. No modifications except in writing signed by both parties.

5.6 Severability. Invalid provisions shall be modified to minimum extent necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Name: Dr. Sarah Chen Title: Chief Executive Officer

EXECUTIVE:

Jennifer Martinez

[Exhibits and schedules to follow]