

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

NEURAL NETWORK GENERALIZATION TECHNIQUE

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made and 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

DR. ELENA RODRIGUEZ, an individual with a primary residence at 742 Alameda de las Pulgas, Menlo Park, California 94025 (the "Inventor")

RECITALS

WHEREAS, the Inventor has developed a novel neural network generalization technique with significant potential for improving machine learning model performance across complex predictive analytics domains;

WHEREAS, the technique was developed during the course of the Inventor's employment with Nexus Intelligent Systems, Inc.;

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

1. DEFINITIONS

1 "Intellectual Property" shall mean the neural network generalization technique, including but not limited to:

- a) Algorithmic methodology
- b) Computational implementation
- c) Derivative research materials
- d) Associated technical documentation
- e) All patent, copyright, and trade secret rights related thereto

2 "Generalization Technique" refers to the specific machine learning approach developed by the

Inventor that enables more robust predictive modeling across variable data environments.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

1 Complete Assignment. The Inventor hereby irrevocably assigns and transfers 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

2 Scope of Assignment. The assignment includes all present and future rights in the Generalization Technique, regardless of development stage or commercial potential.

3. INVENTOR REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Intellectual Property
- b) The Intellectual Property is original and does not infringe existing patents
- c) No third-party claims exist regarding the Intellectual Property
- d) They have full legal capacity to execute this assignment

4. COMPENSATION

1 In consideration of this assignment, the Company agrees to:

- a) Issue 5,000 restricted stock units vesting over 24 months
- b) Provide a one-time cash payment of \$75,000
- c) Acknowledge the Inventor's contribution in future patent filings

5. CONFIDENTIALITY

1 The Inventor agrees to maintain strict confidentiality regarding the Intellectual Property and any related Company information.

2 This confidentiality obligation survives the termination of this Agreement indefinitely.

6. GOVERNING LAW

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

2 Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

7. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be made in writing and signed by both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

Witnessed by:

Sarah Williamson

Chief Strategy Officer