

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 2200 Innovation Way, Suite 400, Cambridge, Massachusetts 02142 (the "Company"), and JENNIFER MARTINEZ, an individual residing at 145 Beacon Street, Unit 7, Boston, Massachusetts 02116 (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, including its NexusCore™ Industrial AI Platform;

WHEREAS, the Company desires to employ the Executive as Vice President of Product Strategy, and the Executive desires to accept such employment with the Company; and

WHEREAS, the parties desire to set forth the terms and conditions of such employment relationship.

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:

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 entity that directly or indirectly controls, is controlled by, or is under common control with the Company. Control shall mean ownership of more than fifty percent (50%) of the voting securities or equity interests.

"Confidential Information" means all non-public information, whether in oral, written, or electronic form, relating to the Company's business, including but not limited to: (i) the NexusCore™ platform and all associated software, algorithms, and machine learning models; (ii) technical specifications, architectures, and implementations; (iii) customer lists and data; (iv) business plans and strategies; (v) financial information; (vi) trade secrets; (vii) research and development activities; (viii) engineering processes and methodologies; and (ix) any information marked as "confidential" or which should reasonably be understood to be confidential given its nature or context.

"Intellectual Property" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights owned by or licensed to the Company, including all AI algorithms, computer vision systems, machine learning models, and associated technology, whether registered or unregistered, and all applications for registration thereof.

"Proprietary Rights" means all rights in and to Intellectual Property, including rights to use, modify, commercialize, and create derivative works, as well as all improvements, enhancements, and modifications thereto.

"NexusCore™ Platform" means the Company's proprietary artificial intelligence and machine learning platform, including all associated software components, APIs, user interfaces, documentation, and training materials.

"Derivative Works" means any modification, adaptation, translation, transformation, or derivative work based upon or derived from the Intellectual Property or Confidential Information.

"Technical Documentation" means all specifications, manuals, documentation, designs, flow charts, code comments, and technical information relating to the NexusCore™ Platform.

"User Data" means any data, information, or content processed, generated, or collected through the use of the NexusCore™ Platform.

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) references to any gender include all genders; (f) references to "written" or "in writing" include email and other electronic communications; (g) if a word or phrase is defined, its other grammatical forms have a corresponding meaning; (h) references to any party include that party's successors and permitted assigns; (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; (j) unless otherwise specified, all references to currency are in United States dollars; (k) references to time are to Eastern Standard Time (EST) unless otherwise specified; (l) where the day on which any act or thing is to be done is not a Business Day, that act or thing shall be done on the next Business Day.

2.0 EMPLOYMENT TERMS AND DUTIES

2.1 Position. The Company hereby employs the Executive as Vice President of Product Strategy, reporting to the Chief Executive Officer. The Executive accepts such employment on the terms and conditions set forth in this Agreement. The position is classified as a senior executive role with strategic oversight responsibilities and fiduciary obligations to the Company and its stakeholders.

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 roadmap development for the NexusCore™ platform, including strategic planning, market analysis, and competitive positioning; (c) lead cross-functional teams in product planning and execution, ensuring alignment with corporate objectives and departmental goals; (d) develop strategic partnerships and maintain key customer relationships, serving as the primary product ambassador to external stakeholders; (e) perform such other duties as reasonably assigned by the CEO; (f) provide regular strategic updates to the Board of Directors as requested; (g) manage and develop the product organization, including hiring, mentoring, and performance management; (h) establish and maintain product development processes and methodologies; (i) oversee product budget allocation and resource management.

2.3 Work Location and Schedule. (a) Primary work location shall be the Company's Cambridge headquarters; (b) Hybrid work arrangement permitted with minimum 3 days per week on-site, subject to: (i) maintenance of secure remote work environment; (ii) compliance with Company's information security protocols; (iii) availability for in-person meetings when required; (iv) regular communication during remote work periods. (c) Travel required up to 25% of time for customer and partner meetings, including: (i) domestic and international business travel as necessary; (ii) attendance at industry conferences and events; (iii) on-site customer visits and partnership negotiations; (iv) Company retreats and strategic planning sessions. (d) Flexible schedule permitted while maintaining core business hours coverage, provided: (i) availability during standard business hours (9:00 AM - 5:00 PM EST); (ii) attendance at scheduled meetings and commitments; (iii) responsiveness to urgent matters outside normal hours; (iv) advance notice of schedule variations.

2.4 Performance Standards. The Executive shall: (a) perform duties in a professional, ethical manner, including: (i) adherence to industry best practices; (ii) maintenance of professional relationships; (iii) protection of Company confidential information; (iv) demonstration of leadership qualities. (b) comply with all Company policies and procedures, including: (i) code of conduct and ethics guidelines; (ii) information security protocols; (iii) expense management policies; (iv) human resources policies. (c) meet or exceed established performance objectives, including: (i) quarterly and annual product development targets; (ii) customer satisfaction metrics; (iii) revenue and growth objectives; (iv) team development goals. (d) maintain all required licenses and certifications.

2.5 Authority and Limitations. The Executive: (a) shall have authority to: (i) make product-related decisions within approved budget; (ii) represent the Company in customer and partner negotiations; (iii) hire and manage product team members; (iv) engage external consultants as needed. (b) must obtain prior approval for: (i) expenditures exceeding authorized limits; (ii) material changes to product strategy; (iii) significant organizational changes; (iv) binding legal commitments.

2.6 Compliance and Reporting. The Executive shall: (a) maintain accurate records of all business activities; (b) submit regular reports on product development progress; (c) participate in performance reviews and evaluations; (d) promptly report any compliance concerns or violations; (e) ensure adherence to regulatory requirements; (f) maintain documentation of team activities and decisions.

2.7 Professional Development. The Executive shall: (a) participate in leadership training programs; (b) stay current with industry trends and technologies; (c) maintain professional network and relationships; (d) contribute to Company knowledge sharing initiatives.

3.0 COMPENSATION AND BENEFITS

3.1 Base Salary. The Company shall pay the Executive an annual base salary of \$275,000 ("Base Salary"), payable in accordance with the Company's standard payroll practices. The Base Salary shall be subject to annual review by the Board of Directors or its Compensation Committee and may be increased (but not decreased) based on the Executive's performance and contribution to the Company. All payments shall be subject to applicable withholdings and deductions required by law or authorized by the Executive.

3.2 Equity Compensation. (a) Initial Grant: The Executive shall receive 100,000 restricted stock units (RSUs) of the Company's common stock, subject to the terms and conditions of the Company's equity incentive plan. The RSUs shall vest over four (4) years, with 25% vesting on the first anniversary of the Grant Date and the remaining 75% vesting in equal quarterly installments over the subsequent three (3) years, subject to the Executive's continued employment with the Company.

(b) Annual Refresh: The Executive shall be eligible for additional annual equity grants based on performance and market conditions, as determined by the Board of Directors. Such grants may include RSUs, stock options, or other equity instruments as deemed appropriate by the Board.

(c) Change of Control: In the event of a Change of Control (as defined in the Company's equity incentive plan), all unvested equity awards shall accelerate and become fully vested immediately prior to such Change of Control, subject to the Executive's continued employment through the closing of such transaction.

3.3 Annual Bonus. (a) Target Bonus: The Executive shall be eligible for an annual performance bonus targeted at 40% of Base Salary ("Target Bonus"), with the potential to earn up to 200% of Target Bonus based on exceptional performance.

(b) Performance Metrics: The annual bonus shall be determined based on: (i) Company Performance (70% weighting): Including but not limited to revenue growth, EBITDA targets, market share objectives, and strategic milestones; (ii) Individual Performance (30%

weighting): Including but not limited to leadership effectiveness, strategic initiative execution, and operational excellence.

(c) Payment Terms: The annual bonus, if earned, shall be paid within ninety (90) days following the end of each fiscal year, subject to Board approval and the Executive's continued employment through the payment date.

(d) Pro-ration: The annual bonus shall be pro-rated for any partial year of employment based on the number of days employed during such fiscal year.

3.4 Benefits Package. (a) Health Insurance: (i) Medical coverage with 90% premium coverage for Executive and dependents; (ii) Dental insurance with orthodontic coverage; (iii) Vision care including annual eye examinations and prescription eyewear allowance; (iv) Healthcare flexible spending account (FSA) with Company contribution of \$500 annually.

(b) Life and Disability Insurance: (i) Term life insurance coverage equal to 3x Base Salary; (ii) Short-term disability coverage at 66.67% of Base Salary; (iii) Long-term disability coverage at 60% of Base Salary; (iv) Supplemental life insurance available for purchase at group rates.

(c) Retirement Benefits: (i) 401(k) plan participation with immediate vesting of Company contributions; (ii) Company match of 100% on the first 4% of Executive contributions; (iii) Additional discretionary profit-sharing contributions as determined annually; (iv) Financial planning and retirement advisory services.

(d) Paid Time Off: (i) 20 days paid vacation annually, accruing ratably throughout the year; (ii) 10 paid holidays per calendar year; (iii) 5 days of paid sick leave; (iv) 2 floating personal days; (v) Vacation carryover limited to 10 days annually.

(e) Professional Development: (i) Annual allowance of \$5,000 for professional development activities; (ii) Attendance at industry conferences and seminars; (iii) Professional association memberships; (iv) Executive coaching or leadership development programs.

3.5 Additional Benefits. (a) Monthly technology allowance of \$150 for mobile phone and internet services; (b) Annual executive health screening; (c) Airport club membership and priority travel status; (d) Company-paid parking or transit allowance; (e) Relocation assistance if required by Company.

3.6 Expense Reimbursement. The Company shall reimburse the Executive for all reasonable business expenses incurred in the performance of duties, subject to the Company's expense reimbursement policies and procedures.

3.7 Clawback Provisions. All compensation under this Agreement shall be subject to any clawback or recoupment policy adopted by the Company or required by applicable law, regulation, or stock exchange listing requirement.

3.8 Section 409A Compliance. All payments and benefits provided under this Agreement are intended to comply with, or be exempt from, Section 409A of the Internal Revenue Code and

shall be administered and interpreted accordingly. The Company makes no representation regarding the tax treatment of any compensation or benefits provided hereunder.

4.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 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, improvements, innovations, developments, discoveries, designs, processes, methods, formulas, techniques, and technologies made, conceived, reduced to practice, or learned by Executive, either alone or jointly with others, during the period of employment with Company; (ii) all artificial intelligence algorithms, machine learning models, neural networks, data processing systems, computer programs, software architectures, data structures, methodologies, user interfaces, and related technology, including all modifications, enhancements, and derivative works thereof; (iii) all works of authorship, documentation, technical specifications, user manuals, white papers, reports, presentations, and other materials created within the scope of employment or using Company resources; (iv) all patents, patent applications, copyrights, trade secrets, trademarks, service marks, and other intellectual property rights relating to the foregoing.

4.2 Disclosure and Cooperation. (a) Executive shall promptly disclose to Company all Inventions; (b) Executive shall maintain detailed records of all Inventions; (c) Executive shall cooperate fully in: (i) the preparation, filing, and prosecution of patent applications; (ii) executing all necessary documents for intellectual property protection; (iii) providing testimony in any enforcement proceedings; (iv) assisting with technology transfer and documentation.

4.3 Confidentiality Obligations. (a) Executive shall maintain strict confidentiality of all Confidential Information, defined as: (i) technical information, including software code, algorithms, architectures, methodologies; (ii) business information, including strategies, forecasts, customer data, pricing; (iii) research and development information, including experimental results, prototypes; (iv) personnel information and internal communications; (v) third-party confidential information entrusted to Company. (b) Executive shall: (i) use Confidential Information solely for Company's benefit; (ii) restrict access to those with legitimate need-to-know; (iii) maintain appropriate security measures; (iv) immediately report any unauthorized disclosure. (c) Upon termination or Company request, Executive shall: (i) return all materials containing Confidential Information; (ii) destroy any copies, including digital copies; (iii) certify compliance in writing.

4.4 Exceptions and Permitted Disclosures. (a) Confidentiality obligations do not apply to information that: (i) becomes publicly available through no fault of Executive; (ii) was known to Executive prior to employment; (iii) is received from a third party without breach of obligation; (iv) is independently developed without use of Confidential Information. (b)

Nothing herein prevents Executive from: (i) reporting violations to governmental agencies; (ii) responding to lawful subpoenas or court orders; (iii) participating in whistleblower activities protected by law.

4.5 Restrictive Covenants. (a) During employment and for 12 months thereafter, Executive shall not: (i) engage in competitive business activities; (ii) develop competing artificial intelligence or machine learning solutions; (iii) provide services to competitors in any capacity. (b) For 24 months post-employment, Executive shall not: (i) solicit or hire Company employees or contractors; (ii) solicit or accept business from Company customers or prospects; (iii) interfere with Company's business relationships. (c) Geographic scope encompasses: (i) North America (United States, Canada, Mexico); (ii) European Union member states; (iii) United Kingdom; (iv) any other territories where Company conducts business.

4.6 Remedies. (a) Executive acknowledges that: (i) breach would cause irreparable harm to Company; (ii) monetary damages alone would be inadequate; (iii) Company entitled to injunctive relief. (b) Company's rights and remedies include: (i) temporary and permanent injunctions; (ii) monetary damages and accounting of profits; (iii) extension of restrictive periods; (iv) recovery of enforcement costs and fees.

4.7 Survival and Severability. (a) Obligations survive termination of employment; (b) Invalid provisions shall be modified to maximum enforceable extent; (c) Remaining provisions remain in full force and effect.