

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 ALEXANDER J. THOMPSON, an individual residing at 127 Technology Lane, Cambridge, Massachusetts 02142 (the "Executive").

1.0 PREAMBLE AND RECITALS

WHEREAS, the Company, Nexus Industrial Intelligence, Inc., a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business at [Address], 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 Senior Vice President of Engineering, and the Executive desires to accept such employment with the Company, commencing on [Date] (the "Effective Date");

WHEREAS, the Board of Directors of the Company, pursuant to a duly noticed meeting held on [Date], has determined that it is in the best interests of the Company to enter into this Agreement and has authorized its execution and delivery;

WHEREAS, the Executive possesses unique technical skills, knowledge, and experience in artificial intelligence and machine learning systems, which the Company considers essential to its proprietary technology development and business success;

WHEREAS, the Executive has represented and warranted to the Company that the Executive is free to enter into this Agreement and is not subject to any conflicting obligations or restrictions that would prevent or impair the Executive's performance hereunder;

WHEREAS, both parties acknowledge that this Agreement was negotiated at arm's length, with the opportunity for legal counsel review, and represents the culmination of good faith negotiations between the parties; and

WHEREAS, the parties desire to memorialize their mutual understanding and agreement regarding the terms and conditions of the Executive's employment relationship with the Company.

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

2.0 DEFINITIONS AND INTERPRETATION

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

(a) "Artificial Intelligence Systems" means any software, algorithms, models, neural networks, or other computational systems that employ machine learning, deep learning, computer vision, natural language processing, reinforcement learning, or other artificial intelligence technologies, including all associated training methodologies, data preprocessing techniques, and model optimization approaches.

(b) "Cause" means (i) Executive's material breach of this Agreement; (ii) Executive's gross negligence or willful misconduct; (iii) Executive's conviction of, or plea of nolo contendere to, a felony; (iv) Executive's violation of Company policies; (v) Executive's failure to perform assigned duties after written notice; (vi) Executive's unauthorized disclosure of Confidential Information; or (vii) Executive's engagement in any conduct that materially damages the Company's reputation or business relationships.

(c) "Confidential Information" means all non-public information relating to the Company's technology, products, business, or operations, including but not limited to: (i) Artificial Intelligence Systems; (ii) source code and algorithms; (iii) training data and models; (iv) customer information; (v) business plans; (vi) trade secrets; (vii) model architectures and hyperparameters; (viii) data preprocessing techniques; (ix) optimization strategies; (x) validation methodologies; and (xi) deployment configurations.

(d) "Intellectual Property" means all patents, copyrights, trade secrets, trademarks, mask works, and other intellectual property rights relating to any Inventions, including all rights in and to: (i) algorithms and mathematical models; (ii) neural network architectures; (iii) training methodologies; (iv) data transformation techniques; and (v) implementation strategies.

(e) "Inventions" means any discoveries, innovations, creations, improvements, or technical advances conceived or reduced to practice by Executive during the Term that relate to the Company's Business, including all associated documentation, code, specifications, and supporting materials.

(f) "Performance Metrics" means quantifiable measures of Executive's effectiveness, including: (i) model accuracy rates; (ii) system optimization achievements; (iii) deployment efficiency metrics; (iv) research milestones met; and (v) technical documentation quality.

(g) "Technical Documentation" means all materials describing the operation, maintenance, and development of Company systems, including specifications, architectures, protocols, and procedures.

2.2 Interpretation. In this Agreement: (a) headings are for convenience only and shall not affect interpretation; (b) "including" and similar words mean "including without limitation"; (c) references to sections are to sections of this Agreement; (d) words in the singular include the plural and vice versa; (e) technical terms shall be interpreted according to their generally accepted meaning in the artificial intelligence and machine learning industry; (f) references to laws include all amendments and successor provisions; and (g) ambiguities shall not be construed against the drafting party.

2.3 Technical Standards. Any technical terms not specifically defined herein shall be interpreted according to current industry standards and best practices in the field of artificial intelligence and machine learning, as established by recognized professional organizations and standard-setting bodies.