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

1.0 PREAMBLE AND RECITALS

WHEREAS, the Company is a leading provider of artificial intelligence and machine learning solutions for industrial process optimization, specializing in computer vision systems and predictive maintenance algorithms delivered through its proprietary NexusCore™ Industrial AI Platform, with operations across multiple jurisdictions and serving Fortune 500 clients globally;

WHEREAS, the Company has invested substantial resources in developing proprietary artificial intelligence technologies, including but not limited to machine learning models, neural network architectures, and automated decision-making systems protected under various intellectual property rights and trade secrets;

WHEREAS, the Company desires to employ the Executive as Chief Machine Learning 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 unique technical expertise in machine learning algorithms and industrial automation that will be valuable to the Company's continued growth and development of its proprietary technology, including specialized knowledge in deep learning architectures, reinforcement learning, and industrial process optimization;

WHEREAS, the Executive has represented that they are free to enter into this Agreement and are not subject to any conflicting obligations or non-competition agreements that would interfere with their duties to the Company;

WHEREAS, this Agreement is made and entered into as of [DATE] (the "Effective Date"), under and pursuant to the laws of the State of Delaware; and

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions of the Executive's employment 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 agree as follows:

2.0 DEFINITIONS

2.1 "Confidential Information" means all non-public information, whether in oral, written, or electronic form, relating to the Company's technology, products, business, and operations, including but not limited to: (a) machine learning algorithms, neural network architectures, and training methodologies; (b) computer vision systems and image processing techniques; (c) source code and software architecture; (d) customer data and usage patterns; (e) research and development activities; (f) business strategies and plans; (g) financial projections, pricing models, and cost structures; (h) employee information and human resources data; (i) vendor relationships and supply chain details; (j) manufacturing processes and quality control procedures; and (k) any other technical, business, or financial information that gives the Company a competitive advantage.

2.2 "Intellectual Property" means all patents, patent applications, copyrights, trademarks, trade secrets, algorithms, software, data models, inventions, discoveries, improvements, developments, works of authorship, and other intellectual property rights, whether registered or unregistered, including but not limited to: (a) all iterations and versions of the NexusCore™ platform; (b) proprietary machine learning models and their training datasets; (c) custom-developed software tools and utilities; (d) technical documentation and specifications; (e) industrial process optimization methodologies; and (f) any derivative works or improvements thereof.

2.3 "Company Products" means the NexusCore™ Industrial AI Platform and all associated modules, including but not limited to: (a) predictive maintenance systems; (b) quality inspection algorithms; (c) process optimization solutions; (d) real-time monitoring and analytics tools; (e) industrial IoT integration frameworks; (f) custom deployment configurations; (g) client-specific adaptations; (h) mobile and web-based interfaces; and (i) any modifications, enhancements, or new products developed during Executive's employment.

2.4 "Compensation Components" means the collective elements of Executive's compensation package, including: (a) Base Salary; (b) Annual Bonus; (c) Equity Awards; (d) Benefits; (e) Performance-Based Incentives; and (f) Special Project Bonuses, as defined in Section 4.0.

2.5 "Proprietary Rights" means all rights, title, and interest in and to: (a) all Confidential Information; (b) all Intellectual Property; (c) all Company Products; (d) all improvements or modifications to any of the foregoing; (e) all third-party licenses and technology agreements; and (f) all related documentation and materials.

2.6 "Trade Secrets" means information that: (a) derives independent economic value from not being generally known to, and not being readily ascertainable through proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including specific algorithms, methodologies, and technical implementations used in the Company's products.

2.7 "Work Product" means all deliverables, innovations, improvements, developments, methods, designs, analyses, drawings, reports, and all similar or related information (whether or not patentable) which relate to the Company's actual or anticipated business, research and development, or existing or future products or services, and which are conceived, developed, or made by Executive while employed by the Company.