

# INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

## PARTIES

This Intellectual Property Assignment and Disclosure Agreement (the "Agreement") is 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

The undersigned inventor(s) and/or developer(s) listed in Schedule A attached hereto (individually and collectively referred to as the "Inventor(s)")

## RECITALS

WHEREAS, the Company is engaged in the business of developing advanced artificial intelligence and predictive analytics technologies;

WHEREAS, the Inventor(s) have developed a novel Intelligent Inference Optimization Method with significant potential commercial application;

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

## 1. DEFINITIONS

1 "Intellectual Property" shall mean the Intelligent Inference Optimization Method, including but not limited to:

- a) All underlying algorithms
- b) Source code and implementation details
- c) Derivative works and potential applications
- d) Any associated documentation and technical specifications

2 "Confidential Information" shall include all technical, financial, and strategic details related to the

Intellectual Property, whether disclosed before or after the execution of this Agreement.

## **2. INTELLECTUAL PROPERTY ASSIGNMENT**

### **1 Complete Assignment**

The Inventor(s) hereby irrevocably assign and transfer to the Company all right, title, and interest in and to the Intellectual Property, including:

- a) All patent rights
- b) Copyright interests
- c) Trade secret protections
- d) All associated intellectual property rights worldwide

### **2 Future Improvements**

The Inventor(s) agree to promptly disclose and assign to the Company any improvements, modifications, or derivative works related to the Intellectual Property.

## **3. COMPENSATION**

1 In consideration of the assignment of Intellectual Property, the Company shall:

- a) Provide a one-time payment of \$75,000 to the primary inventor
- b) Grant stock options representing 0.5% of the Company's fully diluted equity
- c) Provide ongoing consulting opportunities related to the technology

## **4. REPRESENTATIONS AND WARRANTIES**

1 The Inventor(s) represent and warrant that:

- a) They are the sole and original creators of the Intellectual Property
- b) The Intellectual Property is original and does not infringe existing patents
- c) They have full legal capacity to execute this assignment
- d) No prior agreements restrict their ability to assign these rights

## **5. CONFIDENTIALITY**

### **1 Confidentiality Obligations**

The Inventor(s) agree to maintain strict confidentiality regarding:

- a) The details of the Intellectual Property
- b) Company business strategies
- c) Any non-public information accessed during development

## 2 Perpetual Obligation

The confidentiality obligations shall survive the termination of this Agreement indefinitely.

## 6. MISCELLANEOUS PROVISIONS

### 1 Governing Law

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

### 2 Entire Agreement

This document constitutes the entire understanding between the parties regarding the Intellectual Property.

### 3 Modifications

Any modifications must be made in writing and signed by authorized representatives of both parties.

## 7. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

INVENTOR(S):

[Primary Inventor Name]

**Witnessed by:**

Legal Counsel

[Notary Seal and Certification]