

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, including its proprietary NexusCore™ Industrial AI Platform, with established operations across multiple jurisdictions and a demonstrated track record of technological innovation in the field of industrial automation;

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 process optimization that will be valuable to the Company's continued growth and success, including but not limited to expertise in deep learning architectures, reinforcement learning systems, and neural network optimization;

WHEREAS, the Executive has demonstrated exceptional qualifications through prior achievements in the field of artificial intelligence and machine learning, including relevant industry experience and academic credentials that uniquely position the Executive for this role;

WHEREAS, the Company operates in a highly competitive industry where protection of intellectual property and trade secrets is paramount to maintaining market advantage and technological leadership; 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, including compensation, benefits, duties, and obligations, in accordance with applicable laws and regulations.

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, intending to be legally bound, 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 edge computing implementations; (c) source code and technical documentation; (d) customer data and usage patterns; (e) research and development activities; (f) business strategies and plans; (g) financial projections and performance metrics; (h) employee information and operational procedures; (i) vendor relationships and pricing structures; (j) manufacturing processes and quality control protocols; and (k) any other information that derives independent economic value from not being generally known or readily ascertainable through proper means.

2.2 "Intellectual Property" means all patents, patent applications, copyrights, trademarks, trade secrets, and other intellectual property rights relating to the Company's technology and products, including but not limited to: (a) the NexusCore™ platform and all associated modules, algorithms, and implementations; (b) all improvements, modifications, and derivative works thereof; (c) all documentation, designs, specifications, and technical materials; (d) all registered and unregistered trademarks, service marks, and trade names; (e) all proprietary data processing systems, databases, and computer software; (f) all industrial designs and trade dress; and (g) all other intellectual property rights, whether existing now or created in the future.

2.3 "Company Products" means the NexusCore™ Industrial AI Platform and all related modules, including: (a) predictive maintenance systems utilizing real-time sensor data and machine learning algorithms; (b) quality inspection modules incorporating computer vision and deep learning capabilities; (c) process optimization solutions employing adaptive control systems; (d) edge computing implementations for distributed processing; (e) data analytics and visualization tools; (f) integration APIs and connectivity modules; (g) any modifications, improvements, or new products developed during the Executive's employment; and (h) all associated documentation, training materials, and support resources.

2.4 "Compensation Components" means the various elements of the Executive's compensation package, as detailed in Section 4.0 of this Agreement, including: (a) base salary and periodic adjustments; (b) equity awards, including stock options and restricted stock units; (c) performance-based bonuses and incentives; (d) health and welfare benefits; (e) retirement plan contributions; (f) expense reimbursements; (g) paid time off and vacation benefits; and (h) any additional compensation or benefits provided under Company policies or applicable law.

2.5 "Proprietary Rights" means all rights, title, and interest in and to: (a) inventions, discoveries, and improvements; (b) works of authorship and artistic works; (c) proprietary data and information; (d) know-how and trade secrets; (e) manufacturing processes and methodologies; (f) customer and supplier relationships; (g) goodwill and reputation; and (h) all

other intellectual and industrial property rights of any sort throughout the world that are related to the Company's business, whether existing now or created in the future, whether registered or unregistered, and including all applications and registrations with respect thereto.

3.0 EMPLOYMENT TERMS AND DUTIES

3.1 Position and Reporting Structure (a) The Company hereby employs the Executive as Chief Machine Learning Officer, reporting directly to the Chief Executive Officer. (b) The Executive shall serve as a member of the Company's senior leadership team and participate in strategic decision-making. (c) The Executive shall maintain direct oversight of all machine learning personnel, including but not limited to senior ML engineers, research scientists, and ML operations staff. (d) The Executive shall participate in Board of Directors meetings as requested to present ML strategy and progress updates. (e) Any significant changes to reporting structure must be mutually agreed upon in writing by both parties.

3.2 Core Responsibilities (a) Lead the development and implementation of machine learning strategies across all Company Products, including: (i) Establishing technical roadmaps and implementation timelines (ii) Defining success metrics and performance indicators (iii) Ensuring alignment with Company's overall strategic objectives (iv) Managing resource allocation and budgetary requirements (b) Direct research and development efforts for new AI/ML capabilities, encompassing: (i) Novel algorithm development and optimization (ii) Model architecture design and validation (iii) Performance benchmarking and improvement initiatives (iv) Integration of emerging ML technologies and methodologies (c) Oversee the machine learning engineering team, including: (i) Recruitment and retention of top ML talent (ii) Professional development and training programs (iii) Performance evaluation and career advancement (iv) Team structure and organization optimization (d) Collaborate with customers on advanced implementations, specifically: (i) Providing technical consultation on ML solutions (ii) Establishing implementation frameworks (iii) Ensuring successful deployment and adoption (iv) Managing technical escalations and resolution (e) Contribute to the Company's intellectual property portfolio through: (i) Patent identification and submission process (ii) Technical documentation and publication (iii) Industry conference presentations (iv) Research collaboration initiatives

3.3 Work Location and Remote Work (a) Primary office location shall be the Company's Cambridge Innovation Center, with the following provisions: (i) Dedicated office space and required technical infrastructure (ii) Access to research laboratories and computing resources (iii) Meeting facilities for team collaboration (b) Hybrid work arrangement permitted with minimum three days per week in office, subject to: (i) Advance scheduling and coordination with key stakeholders (ii) Maintenance of regular communication channels (iii) Attendance at critical in-person meetings (c) Travel required up to 25% of time for customer meetings and conferences, including: (i) Domestic and international customer sites (ii) Industry conferences

and technical symposiums (iii) Partner and vendor locations (d) Remote work subject to Company security and confidentiality requirements, including: (i) Compliance with information security protocols (ii) Use of approved secure communication tools (iii) Protection of confidential information (iv) Regular security training and updates

3.4 Performance Expectations (a) Meet quarterly objectives as established with CEO through: (i) Written performance goals and metrics (ii) Regular progress reviews and updates (iii) Adjustment of targets as needed (b) Maintain technical leadership in industrial AI/ML applications by: (i) Staying current with industry developments (ii) Publishing in relevant technical journals (iii) Participating in standards committees (c) Drive innovation and patent submissions through: (i) Regular invention disclosure meetings (ii) Patent application development (iii) Portfolio strategy alignment (d) Ensure customer success through ML implementation excellence by: (i) Establishing best practices and methodologies (ii) Monitoring implementation metrics (iii) Conducting regular customer satisfaction assessments (iv) Implementing continuous improvement processes

3.5 Additional Terms (a) The Executive shall maintain all necessary professional certifications and credentials relevant to the position. (b) Regular review and updates to responsibilities may occur based on Company needs and industry evolution. (c) The Executive shall participate in Company leadership development programs as required. (d) Compliance with all Company policies, procedures, and ethical guidelines is mandatory.

4.0 COMPENSATION AND BENEFITS

4.1 Base Salary (a) Annual base salary of \$375,000, payable in accordance with Company's standard payroll practices, distributed in bi-weekly installments (b) Annual review and adjustment based on performance and market conditions, to be conducted within 60 days of employment anniversary date (c) Subject to required tax withholdings and deductions as mandated by federal, state, and local regulations (d) Salary adjustments shall be documented in writing and require CEO or Board approval (e) Retroactive salary adjustments are not permitted unless specifically authorized by the Board (f) Merit-based increases shall consider market data, internal equity, and performance metrics

4.2 Equity Compensation (a) Initial grant of 200,000 restricted stock units (RSUs), subject to the following terms: (i) Grant date shall be the first trading day of the month following employment start date (ii) Fair market value determined as of grant date (iii) RSUs represent the right to receive one share of Company common stock upon vesting (b) Four-year vesting schedule with one-year cliff, structured as follows: (i) 25% vesting on first anniversary of grant date (ii) Remaining 75% vesting quarterly thereafter (iii) Accelerated vesting provisions as detailed in Change of Control Agreement (c) Additional performance-based equity grants as approved by Board: (i) Annual review of equity position (ii) Performance metrics to be established annually (iii) Additional grants subject to available share pool (d) Subject to

Company's standard equity agreements and plans, including: (i) Stock Incentive Plan (ii) RSU Agreement (iii) Insider Trading Policy (iv) Lock-up provisions during public offerings

4.3 Performance Bonus (a) Annual target bonus of 50% of base salary, structured as follows: (i) Company performance component (60% weighting) (ii) Individual performance component (40% weighting) (b) Based on achievement of company and individual objectives: (i) Quarterly milestone reviews (ii) Written performance criteria (iii) Objective measurement standards (c) Payable annually following Board approval: (i) Payment timing within 60 days of fiscal year end (ii) Pro-rated for partial year service (iii) Subject to standard bonus plan terms (d) Must be employed on payment date to receive bonus, except: (i) Death or disability (ii) Approved retirement (iii) Change in control situations (e) Bonus calculation methodology: (i) Below threshold: 0% payout (ii) At threshold: 50% of target (iii) At target: 100% of target (iv) Maximum: 150% of target

4.4 Benefits Package (a) Health, dental, and vision insurance: (i) Premium coverage at 90% for employee (ii) Premium coverage at 75% for dependents (iii) Annual enrollment period (iv) Qualifying life event accommodations (b) Life and disability insurance: (i) Basic life insurance at 2x annual salary (ii) Optional supplemental life insurance (iii) Short-term disability coverage (iv) Long-term disability coverage (c) 401(k) with Company match: (i) 100% match on first 4% of contributions (ii) Immediate vesting of employee contributions (iii) Three-year vesting schedule for Company match (iv) Investment options as per plan document (d) Paid time off and holidays: (i) 20 days annual PTO accrual (ii) 10 paid holidays per year (iii) 2 floating personal days (iv) PTO carryover limited to 10 days (e) Professional development allowance: (i) Annual budget of \$5,000 (ii) Eligible expenses include: - Professional certifications - Industry conferences - Educational courses - Professional memberships (iii) Reimbursement process per Company policy

4.5 Additional Compensation Provisions (a) Compensation Review: (i) Annual review of total compensation package (ii) Market competitiveness assessment (iii) Internal equity evaluation (b) Clawback Provisions: (i) Recovery of compensation in cases of: - Financial restatement - Policy violations - Misconduct (ii) Applicable to all incentive compensation (c) Section 409A Compliance: (i) All compensation subject to Section 409A regulations (ii) Six-month delay for specified employees (iii) Separate payment treatment (d) Tax Treatment: (i) Company not liable for personal tax obligations (ii) Tax gross-ups not provided except as specified (iii) Employee responsible for consulting tax advisors

5.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5.1 Assignment of Inventions (a) Executive hereby irrevocably assigns, transfers, and conveys to Company all right, title, and interest in and to any and all Intellectual Property created, conceived, developed, or reduced to practice during the course of employment, whether solely or jointly with others (b) "Intellectual Property" encompasses, without limitation, all

inventions, discoveries, improvements, innovations, algorithms, models, implementations, software code, databases, documentation, methodologies, workflows, protocols, processes, techniques, and know-how (c) Executive shall promptly disclose in writing to Company all Intellectual Property created during employment (d) Executive will execute all documents and take all actions necessary to perfect Company's ownership rights (e) Executive acknowledges that all works created are "works made for hire" under applicable copyright laws (f) Assignment includes all rights to any modifications, derivatives, or improvements thereof (g) Executive waives all moral rights and similar rights in jurisdictions worldwide

5.2 AI/ML Algorithm Ownership (a) All machine learning models, algorithms, neural networks, and artificial intelligence systems developed during employment are Company's exclusive property (b) Ownership extends to: (i) Training data, datasets, and data preprocessing methods (ii) Model architectures, parameters, and hyperparameters (iii) Optimization techniques and training methodologies (iv) Performance metrics and evaluation frameworks (v) Model deployment and scaling strategies (c) Executive shall maintain detailed documentation of: (i) Technical specifications and implementation details (ii) Training procedures and configuration settings (iii) Experimental results and performance analyses (iv) Source code and associated libraries (d) Company retains exclusive commercial rights to all AI/ML developments (e) Executive shall assist in protecting AI/ML innovations through patents, trade secrets, or other means

5.3 Data Protection Obligations (a) Executive shall implement and maintain appropriate technical and organizational measures to ensure: (i) Confidentiality, integrity, and availability of Company data (ii) Protection against unauthorized access or disclosure (iii) Compliance with applicable data protection regulations (b) Executive must: (i) Follow Company's security protocols and best practices (ii) Use encryption for sensitive data transmission and storage (iii) Maintain access controls and authentication measures (iv) Regularly update security measures (c) Immediate reporting requirements for: (i) Actual or suspected data breaches (ii) Security vulnerabilities or weaknesses (iii) Unauthorized access attempts (iv) Loss or theft of data-containing devices (d) Compliance with: (i) GDPR, CCPA, and other applicable privacy laws (ii) Industry-specific regulations and standards (iii) Company's data governance policies

5.4 Non-Disclosure Provisions (a) "Confidential Information" includes: (i) Trade secrets and proprietary information (ii) Technical specifications and research data (iii) Business strategies and market analyses (iv) Customer and supplier information (v) Financial data and projections (vi) Employee and operational information (b) Executive shall: (i) Maintain strict confidentiality of Company information (ii) Use Confidential Information solely for Company purposes (iii) Implement reasonable safeguards against disclosure (iv) Limit access to authorized personnel with need-to-know (c) Prohibited activities: (i) Unauthorized copying or reproduction (ii) Reverse engineering of Company technologies (iii) Disclosure to third parties without written consent (iv) Use for personal benefit or competitive advantage (d) Upon termination: (i) Return all physical materials and documents (ii) Delete electronic copies and

backups (iii) Certify compliance in writing (iv) Maintain perpetual confidentiality obligations
(e) Exceptions for: (i) Information in public domain through no fault of Executive (ii) Information received legally from third parties (iii) Disclosures required by law or court order
(f) Survival of obligations: (i) Continues indefinitely after employment ends (ii) Binding on heirs, successors, and assigns (iii) Enforceable through injunctive relief (iv) Subject to monetary damages for breach

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.