

PATENT ASSIGNMENT AND INTELLECTUAL PROPERTY TRANSFER AGREEMENT

PARTIES

This Patent Assignment and Intellectual Property Transfer Agreement (the "Agreement") is executed on 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 (hereinafter referred to as "Assignor")

AND

THE ASSIGNEE (as defined in Section 1.3 herein)

RECITALS

WHEREAS, Assignor has developed certain proprietary neural network generalization technologies with specific adaptive learning protocols (the "Patented Technology");

WHEREAS, the Patented Technology represents a significant breakthrough in machine learning algorithmic design, specifically relating to dynamic generalization mechanisms for predictive analytics platforms;

WHEREAS, Assignor desires to transfer all rights, title, and interest in the Patented Technology pursuant to the terms and conditions set forth herein;

1. DEFINITIONS

1 "Patented Technology" shall mean those specific neural network generalization methods and adaptive learning protocols developed by Assignor, more particularly described in Exhibit A, Patent Application Serial No. NIS-2023-AI-001.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, and associated derivative works related to the Patented Technology.

3 "Assignee" shall mean the legal entity acquiring full rights to the Patented Technology, to be determined and executed in a subsequent closing document.

2. ASSIGNMENT OF RIGHTS

1 Complete Transfer

Assignor hereby irrevocably transfers and assigns to Assignee all right, title, and interest in and to the Patented Technology, including but not limited to:

- All existing and future patent applications
- All associated trade secret protections
- All worldwide intellectual property rights
- All derivative works and potential extensions of the core technology

2 Representations and Warranties

Assignor represents and warrants that:

- a) It possesses full legal right to assign the Patented Technology
- b) No prior encumbrances exist on the intellectual property
- c) The Patented Technology is original and created by Assignor's employees
- d) No third-party claims of infringement are pending or anticipated

3. CONSIDERATION

1 In consideration for the complete transfer of Intellectual Property Rights, Assignee shall:

- Pay a lump sum of \$2,750,000 USD
- Provide ongoing royalty payments of 3% on net revenues derived from the Patented Technology for a period of five (5) years
- Grant certain employment and consulting opportunities to key inventors

4. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the terms of this Agreement and the specific technical details of the Patented Technology.

2 Unauthorized disclosure shall result in immediate financial penalties of not less than \$500,000 USD.

5. GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of

California.

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

6. MISCELLANEOUS PROVISIONS

1 This Agreement constitutes the entire understanding between the parties.

2 Modifications must be made in writing and signed by authorized representatives of both parties.

3 The provisions of Sections 2, 4, and 5 shall survive the termination of this Agreement.

SIGNATURES

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

Date: January 22, 2024

ACCEPTED AND AGREED:

Authorized Representative

Assignee

Date: