

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 JENNIFER MARTINEZ, an individual residing at 127 Technology Lane, Cambridge, Massachusetts 02142 (the "Executive").

WHEREAS, the Company 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 Vice President of Product Development, and the Executive desires to accept such employment with the Company; and

WHEREAS, the parties desire 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 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

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

"Affiliate" means any Person that directly or indirectly controls, is controlled by, or is under common control with the Company. Control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, contract, or otherwise.

"AI/ML Technology" means any and all artificial intelligence, machine learning, computer vision, and related technologies, including algorithms, models, neural networks, and associated software and systems, whether existing or under development, including but not limited to deep learning systems, predictive analytics, natural language processing, pattern recognition systems, autonomous decision-making capabilities, and data processing methodologies.

"Business" means the Company's operations, products, services, and activities related to industrial process optimization, AI/ML implementation, and associated consulting services.

"Cause" means (a) Executive's material breach of this Agreement; (b) Executive's gross negligence or willful misconduct; (c) Executive's conviction of, or plea of nolo contendere to, any felony; (d) Executive's violation of Company policies; (e) Executive's material failure to perform assigned duties; (f) Executive's breach of fiduciary duties; or (g) Executive's engagement in conduct materially detrimental to the Company's reputation or interests.

"Confidential Information" means all non-public information concerning the Company's Business, including but not limited to AI/ML Technology, industrial process data, customer information, pricing, business strategies, trade secrets, research and development, technical specifications, source code, training materials, operational procedures, market analyses, competitive intelligence, financial projections, and employee information.

"Intellectual Property" means all patents, copyrights, trademarks, trade secrets, and other intellectual property rights related to the Business, including all improvements, modifications, derivatives, applications, and registrations thereof, whether registered or unregistered, and whether existing now or created in the future.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or governmental authority.

"Territory" means any geographic area where the Company conducts Business or maintains substantial business relationships at the time of this Agreement or during Executive's employment.

1.2 Interpretation. In this Agreement: (a) Section headings are for convenience only and shall not affect interpretation (b) Words importing the singular include the plural and vice versa (c) References to Sections are to Sections of this Agreement (d) The term "including" means "including without limitation" (e) References to any gender include all genders (f) References to "writing" or "written" include electronic communications (g) The word "or" is not exclusive and shall be interpreted as "and/or" (h) References to "days" mean calendar days unless otherwise specified (i) Any reference to laws includes amendments, modifications, and successor legislation (j) All monetary amounts are in United States dollars unless otherwise specified (k) Time periods shall be strictly construed (l) Ambiguities shall not be construed against any party based on authorship

2.0 EMPLOYMENT TERMS AND DUTIES

2.1 Position. The Company hereby employs Executive as Vice President of Product Development, reporting to the Chief Technology Officer. The position constitutes a senior leadership role within the Company's technical organization, with direct oversight of product strategy, development initiatives, and innovation programs related to the Company's artificial intelligence and machine learning solutions.

2.2 Duties and Responsibilities. Executive shall: (a) Lead product strategy and development for the NexusCore™ Industrial AI Platform, including but not limited to: (i) Defining product vision and strategic direction (ii) Establishing market positioning and competitive differentiation (iii) Prioritizing feature development and platform capabilities (iv) Overseeing product architecture decisions (v) Managing product lifecycle from conception through deployment

(b) Manage product development teams and coordinate with engineering, specifically: (i) Direct supervision of product managers, designers, and technical specialists (ii) Cross-functional leadership with engineering, sales, and customer success teams (iii) Resource allocation and capacity planning (iv) Professional development and mentorship of team members (v) Implementation of agile development methodologies

(c) Drive innovation in AI/ML applications for industrial processes through: (i) Identification of emerging technologies and market opportunities (ii) Development of novel algorithmic approaches (iii) Creation of intellectual property protection strategies (iv) Collaboration with research institutions and technology partners (v) Participation in industry standards committees

2.3 Work Location and Schedule. (a) Primary work location shall be Company headquarters in Wilmington, Delaware, with the following provisions: (i) Dedicated office space and necessary technical resources (ii) Access to development laboratories and testing facilities (iii) Participation in on-site leadership meetings and team activities

(b) Remote work permitted up to two days per week, subject to: (i) Maintenance of regular communication channels (ii) Compliance with Company security protocols (iii) Availability during core business hours (iv) Adequate home office setup meeting Company standards (v) Attendance at critical in-person meetings as required

(c) Travel requirements and expectations: (i) Up to 25% of time for customer and team meetings (ii) Domestic and international travel as necessary (iii) Trade show and conference representation (iv) Site visits for major customer implementations (v) Team off-sites and strategic planning sessions

2.4 Performance Standards and Evaluation Criteria. (a) Quarterly product development milestones, including: (i) Feature delivery according to roadmap commitments (ii) Quality metrics for released functionality (iii) Technical debt management targets (iv) Documentation and knowledge transfer completion (v) Budget adherence and resource utilization

(b) Customer satisfaction metrics for product releases: (i) Net Promoter Score (NPS) targets (ii) Customer adoption rates (iii) Support ticket resolution metrics (iv) Customer feedback incorporation (v) Implementation success rates

(c) Product development efficiency standards: (i) Sprint velocity and completion rates (ii) Code quality and testing coverage (iii) Release frequency and stability (iv) Time-to-market for new features (v) Resource utilization efficiency

(d) Innovation and technical leadership metrics: (i) Patent applications and intellectual property generation (ii) Technical publications and presentations (iii) Industry recognition and awards (iv) Platform scalability improvements (v) Competitive advantage maintenance

2.5 Compliance and Governance. (a) Ensure adherence to: (i) Industry regulations and standards (ii) Data privacy and security requirements (iii) Quality management systems (iv) Environmental and safety protocols (v) Corporate governance policies

(b) Maintain and update: (i) Product development procedures (ii) Technical documentation (iii) Risk management protocols (iv) Compliance training programs (v) Audit readiness standards

3.0 COMPENSATION AND BENEFITS

3.1 Base Salary. Executive shall receive an annual base salary of \$275,000, payable in accordance with Company's standard payroll practices. The base salary shall be reviewed annually by the Board of Directors or its Compensation Committee and may be adjusted upward based on performance, market conditions, and Company financial status. Any increase in base salary shall not serve to limit or reduce any other obligation to Executive under this Agreement. The base salary shall be paid in equal installments in accordance with the Company's normal payroll practices, but no less frequently than monthly, and shall be prorated for any partial year of employment.

3.2 Equity Compensation. (a) Initial Grant: 100,000 Restricted Stock Units (RSUs), vesting over four years with a one-year cliff, whereby 25% of the RSUs vest on the first anniversary of the grant date, and the remaining RSUs vest in equal quarterly installments over the following three years, subject to Executive's continued employment. (b) Annual Refresh: Target value of \$150,000 in RSUs, subject to Board approval and calculated based on the 30-day volume-weighted average price preceding the grant date. Annual refresh grants shall vest quarterly over three years from the grant date. (c) Change in Control acceleration provisions shall align with the Company's equity incentive plan, whereby: (i) Upon a Change in Control with termination without Cause or resignation for Good Reason within 12 months, 100% of unvested equity shall accelerate (ii) Upon a Change in Control without termination, 50% of unvested equity shall accelerate (iii) Acceleration benefits are contingent upon execution of a release of claims (d) All equity grants shall be subject to the Company's standard equity documentation, including the Stock Incentive Plan, Grant Notice, and Award Agreement.

3.3 Annual Bonus. (a) Target bonus of 40% of base salary, with potential for up to 200% of target based on exceptional performance (b) Performance metrics shall be established annually and include: (i) Company financial targets (50% weighting) (ii) Strategic objectives (30% weighting) (iii) Individual performance goals (20% weighting) (c) Bonus determination and payment schedule: (i) Performance evaluation conducted annually (ii) Payment made within 90 days of fiscal year end (iii) Board approval required for final bonus determination (iv) Pro-rated bonus eligible for partial year service (d) Employment requirement: (i) Must be actively

employed on payment date (ii) No bonus payable upon voluntary resignation or termination for Cause (iii) Pro-rated bonus payable upon termination without Cause or resignation for Good Reason

3.4 Benefits. (a) Health, dental, and vision insurance: (i) Premium coverage at 90% for Executive and dependents (ii) Eligibility begins first of month following start date (iii) Annual enrollment options and qualifying life event changes permitted (b) 401(k) retirement benefits: (i) 4% Company match of eligible compensation (ii) Immediate vesting of Company contributions (iii) Multiple investment options available (iv) Ability to make pre-tax and Roth contributions (c) Life and disability insurance: (i) Company-paid life insurance at 2x annual salary (ii) Short-term disability coverage at 66.67% of salary (iii) Long-term disability coverage at 60% of salary (iv) Supplemental coverage available at Executive's expense (d) Vacation and leave benefits: (i) 20 days paid vacation annually, accruing monthly (ii) 10 paid holidays per calendar year (iii) 5 days paid sick leave annually (iv) Vacation carryover limited to 10 days annually (v) Parental leave per Company policy (e) Professional development: (i) Annual allowance of \$10,000 for: - Professional certifications - Industry conferences - Educational courses - Professional memberships (ii) Unused allowance does not carry forward (iii) Subject to approval and documentation requirements

3.5 Additional Compensation Provisions. (a) Tax withholding: All compensation subject to applicable tax withholding (b) Section 409A compliance: (i) Payments structured to comply with Section 409A (ii) Six-month delay for specified employee payments if required (c) Clawback provisions: (i) Subject to Company's clawback policy (ii) Compliance with applicable laws and regulations (d) Review and adjustment: (i) Annual review of total compensation package (ii) Adjustments based on market competitiveness (iii) Changes subject to Board approval and documentation

3.6 Expense Reimbursement. (a) Business expenses reimbursed per Company policy (b) Documentation required within 30 days of expense (c) Payment processed within standard accounts payable cycle (d) Travel and entertainment per Company guidelines

4.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 Assignment of Intellectual Property. (a) Executive hereby irrevocably assigns, transfers, and conveys to Company all right, title, and interest in and to any and all Intellectual Property conceived, developed, reduced to practice, or otherwise created, in whole or in part, by Executive during the period of employment with Company, whether solely or jointly with others. (b) "Intellectual Property" encompasses, without limitation, all inventions, innovations, improvements, developments, discoveries, designs, algorithms, software code, methodologies, processes, techniques, know-how, trade secrets, and original works of authorship, whether or not patentable, copyrightable, or otherwise legally protectable. (c) Specific emphasis is placed on improvements to AI/ML Technology, including but not limited to: machine learning

algorithms, neural network architectures, training methodologies, optimization techniques, feature engineering approaches, and deployment frameworks. (d) Executive shall promptly disclose to Company all Intellectual Property and maintain comprehensive documentation of all development activities, including research notes, experimental data, source code repositories, and technical specifications.

4.2 Confidentiality Obligations. (a) Executive shall maintain absolute confidentiality regarding all Confidential Information, defined as any non-public information relating to Company's business, technology, operations, customers, employees, or strategic plans. (b) Confidential Information specifically includes: proprietary algorithms, source code, training data, model architectures, customer deployment configurations, business strategies, pricing models, customer lists, financial data, and research and development activities. (c) Executive shall implement reasonable security measures to prevent unauthorized access to Confidential Information, including password protection, encryption, and secure storage of physical documents. (d) Upon termination of employment, Executive shall immediately return or destroy all materials containing Confidential Information and certify such action in writing. (e) The confidentiality obligations herein shall survive indefinitely beyond the termination of employment.

4.3 Restrictive Covenants. (a) During employment and for twelve (12) months thereafter, Executive shall not engage in any business that competes with Company's AI/ML industrial optimization solutions within North America or Europe. (b) For twenty-four (24) months following employment termination, Executive shall not, directly or indirectly: (i) Solicit, recruit, or hire any Company employee or contractor (ii) Induce any Company employee to terminate their employment (iii) Solicit or attempt to solicit any Company customer or prospect (c) These restrictions apply to actions taken either on Executive's own behalf or on behalf of any other person or entity. (d) Executive acknowledges these restrictions are reasonable and necessary to protect Company's legitimate business interests.

4.4 Trade Secrets Protection. (a) Executive acknowledges that Company's AI/ML algorithms and industrial process optimization methods constitute trade secrets under applicable law, including: (i) Neural network architectures and weights (ii) Feature selection and engineering methodologies (iii) Training data preprocessing techniques (iv) Model optimization strategies (b) Executive shall maintain specific security protocols for trade secret information: (i) Access only through authorized devices and secure networks (ii) No unauthorized copies or transfers (iii) Immediate reporting of any suspected breach (iv) Compliance with Company's security policies and procedures

4.5 Intellectual Property Development Procedures. (a) Executive shall follow Company's established procedures for documenting and protecting new Intellectual Property: (i) Maintain detailed laboratory notebooks and development logs (ii) Submit invention disclosure forms promptly (iii) Cooperate in patent application processes (iv) Assist in copyright registrations

when applicable (b) Executive shall execute all necessary documents to perfect Company's ownership of Intellectual Property.

4.6 Third-Party Information. (a) Executive shall not bring to Company or use any confidential information from prior employers or other third parties. (b) Executive shall respect third-party intellectual property rights and obtain necessary licenses or permissions before use.

4.7 Remedies. (a) Executive acknowledges that any breach of this section would cause irreparable harm to Company. (b) Company shall be entitled to injunctive relief in addition to any other available remedies. (c) Executive shall be responsible for Company's reasonable attorneys' fees in enforcing these provisions.

4.8 Survival. The obligations set forth in this Section 4.0 shall survive the termination of this Agreement and Executive's employment with Company, regardless of the reason for such termination.