

# Patent Disclosure and Intellectual Property Assignment Agreement

## CONFIDENTIAL DOCUMENT

Nexus Intelligent Systems, Inc.

Contextual Learning Model Patent

## PARTIES

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

ASSIGNOR: Dr. Elena Rodriguez, an individual researcher ("Inventor")

ASSIGNEE: Nexus Intelligent Systems, Inc., a Delaware corporation ("Company")

## RECITALS

WHEREAS, the Inventor has developed a novel artificial intelligence algorithm with unique contextual learning capabilities;

WHEREAS, the algorithm represents a significant technological advancement in predictive machine learning models;

WHEREAS, the Company desires to acquire full intellectual property rights to the algorithm;

## 1. DEFINITIONS

1 "Contextual Learning Model" shall mean the proprietary machine learning algorithm developed by the Inventor, specifically designed for adaptive predictive analytics in enterprise environments.

2 "Intellectual Property" shall include all patent rights, trade secrets, technical documentation, source code, and derivative works associated with the algorithm.

## 2. INTELLECTUAL PROPERTY ASSIGNMENT

### 1 Complete Assignment

The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in the Contextual Learning Model, including:

- All existing patent applications

- Future patent derivatives
- Source code and implementation documentation
- All associated intellectual property rights

## 2 Scope of Rights

The assignment includes worldwide rights to:

- Patent prosecution
- Commercial exploitation
- Licensing and sublicensing
- Modification and derivative work creation

## 3. COMPENSATION

1 In consideration of the intellectual property assignment, the Company agrees to:

- Issue 25,000 restricted stock units
- Provide a one-time cash payment of \$250,000
- Grant ongoing royalty participation of 2% on commercial implementations

## 2 Payment Schedule

- Initial cash payment: Within 30 days of execution
- Stock units: Vesting over 36 months with 12-month cliff

## 4. REPRESENTATIONS AND WARRANTIES

1 The Inventor represents and warrants that:

- They are the sole creator of the Contextual Learning Model
- No prior agreements restrict this assignment
- The algorithm is original and does not infringe existing patents

2 The Company represents that:

- It will diligently pursue patent protection
- It will provide appropriate attribution to the Inventor
- It will maintain the confidentiality of underlying technical details

## 5. CONFIDENTIALITY

1 Both parties agree to maintain strict confidentiality regarding the technical specifics of the Contextual Learning Model.

2 Unauthorized disclosure may result in immediate legal action and potential financial penalties.

## **6. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction residing in Delaware state courts.

## **7. MISCELLANEOUS**

1 This Agreement constitutes the entire understanding between the parties.

2 Amendments must be made in writing and signed by authorized representatives.

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties execute this Agreement:

INVENTOR:

Dr. Elena Rodriguez

Date: January 22, 2024

ASSIGNEE:

Michael Chen, CTO

Nexus Intelligent Systems, Inc.

Date: January 22, 2024

Witnessed by:

Sarah Williamson

Chief Strategy Officer

[Corporate Seal]