INTELLECTUAL PROPERTY DISCLOSURE AND ASSIGNMENT AGREEMENT

CONFIDENTIAL

Multi-Modal AI Inference Technique

By and Between:

Nexus Intelligent Systems, Inc., a Delaware corporation ("Assignor")

and

The Undersigned Assignee(s) ("Assignee")

Effective Date: January 22, 2024

1. DEFINITIONS

1 "Intellectual Property" shall mean the proprietary multi-modal AI inference technique developed by Assignor, including but not limited to algorithms, source code, architectural designs, training methodologies, and associated documentation more particularly described in Exhibit A.

2 "Confidential Information" means all technical, scientific, and business information related to the Intellectual Property, including research notes, computational models, performance metrics, and derivative works.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 **Complete Assignment**. Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in and to the Intellectual Property, including:

a) All patent, copyright, and trade secret rights

b) All derivative works and improvements

c) All associated research, development, and implementation documentation

d) All commercial rights and potential future applications

2 **Scope of Rights**. The assignment includes worldwide rights in all jurisdictions, with full rights of exploitation, licensing, and commercialization.

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

a) Assignor is the sole and exclusive owner of the Intellectual Property

b) The Intellectual Property is original and does not infringe any third-party rights

c) No prior agreements limit the ability to assign these rights

d) All necessary development processes have been legally and ethically conducted

2 **Technology Specifics**. The multi-modal AI inference technique specifically enables:

a) Cross-domain predictive analytics

b) Adaptive machine learning across heterogeneous data environments

c) Real-time inference with minimal computational overhead

d) Dynamic model recalibration without complete retraining

4. CONFIDENTIALITY PROVISIONS

1 Assignee agrees to maintain strict confidentiality regarding the Intellectual Property, implementing industry-standard protection mechanisms including:

a) Restricted access protocols

b) Encryption of all related digital assets

c) Limited personnel authorization

d) Comprehensive audit trail maintenance

2 **Breach Consequences**. Any unauthorized disclosure will result in immediate legal action and potential financial damages.

5. COMPENSATION

1 In consideration of this assignment, Assignor shall receive:

a) Upfront payment of $1,250,000

b) Potential future royalties based on commercial implementation

c) Continued research collaboration opportunities

6. GOVERNING LAW

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

7. MISCELLANEOUS PROVISIONS

1 **Entire Agreement**. This document constitutes the complete understanding between parties, superseding all prior negotiations.

2 **Severability**. If any provision is deemed invalid, remaining provisions shall remain fully enforceable.

3 **Successors and Assigns**. This agreement binds and benefits respective successors and permitted assigns.

8. EXECUTION

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE

By:

[Authorized Signatory]

EXHIBIT A: TECHNICAL SPECIFICATION

[Detailed technical documentation would be attached]

Confidential - For Authorized Review Only