

INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and Disclosure Agreement (the "Agreement") is entered into as of 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 (the "Company")

AND

Dr. Elena Rodriguez, an individual residing at 742 Innovation Lane, Palo Alto, California 94301 (the "Inventor")

RECITALS

WHEREAS, the Company is engaged in the business of developing advanced artificial intelligence and predictive analytics solutions for enterprise clients;

WHEREAS, the Inventor has developed a novel Intelligent Data Preprocessing Algorithm (the "Algorithm") during the course of employment with the Company;

WHEREAS, the parties desire to formalize the intellectual property rights associated with the Algorithm;

1. DEFINITIONS

1 "Algorithm" shall mean the proprietary data preprocessing methodology developed by the Inventor, specifically designed for enhancing machine learning model performance in predictive maintenance applications.

2 "Confidential Information" shall include all technical specifications, source code, implementation details, and derivative works related to the Algorithm.

3 "Effective Date" shall mean the date first written above.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in and to the Algorithm, including:

- a) All patent, copyright, trademark, and trade secret rights
- b) All derivative works and improvements
- c) All economic rights and potential future monetization opportunities

2 Scope of Assignment. The assignment includes all present and future intellectual property rights associated with the Algorithm, regardless of jurisdiction or method of protection.

3. REPRESENTATIONS AND WARRANTIES

1 Inventor's Representations. The Inventor represents and warrants that:

- a) The Algorithm is original and created solely by the Inventor
- b) No third-party claims exist against the Algorithm
- c) The Inventor has full legal capacity to execute this assignment
- d) The Algorithm does not infringe upon any existing intellectual property rights

2 Company Acknowledgments. The Company acknowledges the unique and innovative nature of the Algorithm and commits to appropriate recognition of the Inventor's contributions.

4. COMPENSATION AND RECOGNITION

1 Compensation. In consideration of this assignment, the Company shall:

- a) Grant the Inventor a one-time bonus of \$75,000
- b) Provide additional stock options representing 0.5% of the Company's fully diluted equity
- c) Include the Inventor's name in all patent filings and technical documentation

2 Future Developments. The Inventor agrees to cooperate in any future patent applications or legal proceedings related to the Algorithm.

5. CONFIDENTIALITY

1 Confidentiality Obligations. Both parties shall maintain strict confidentiality regarding the Algorithm's technical details, implementation strategies, and potential applications.

2 Duration. Confidentiality obligations shall persist for ten (10) years following the Effective Date.

6. MISCELLANEOUS PROVISIONS

1 Governing Law. This Agreement shall be governed by the laws of the State of California.

2 Dispute Resolution. Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

3 Entire Agreement. This document constitutes the complete understanding between the parties.

7. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

Witnessed by:

Sarah Williamson

Chief Strategy Officer