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

The undersigned inventor(s) and developer(s) listed in Exhibit A (individually and collectively referred to as the "Inventor(s)")

RECITALS

WHEREAS, the Company is engaged in the development of advanced artificial intelligence and predictive analytics technologies;

WHEREAS, the Inventor(s) have developed a proprietary Intelligent Data Transformation Algorithm (the "Algorithm") with significant potential commercial application;

WHEREAS, the Company desires to acquire full ownership and rights to the Algorithm;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Algorithm.

2 "Algorithm" refers to the specific data transformation methodology developed by the Inventor(s), more particularly described in Exhibit B attached hereto.

3 "Confidential Information" means all technical, financial, and strategic information related to the Algorithm's design, implementation, and potential applications.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventor(s) hereby irrevocably assign and transfer to the Company all right, title, and interest in and to the Algorithm, including:

a) All existing Intellectual Property rights

b) All future improvements and derivative works

c) All associated documentation and source code

d) All potential commercial applications and implementations

2 Worldwide Rights. The assignment shall be global in nature, covering all jurisdictions and territories.

3 Perpetual License. The Company shall have an unlimited, perpetual, and royalty-free license to use, modify, and commercialize the Algorithm.

3. COMPENSATION

1 In consideration of the complete assignment, the Company agrees to:

a) Provide a one-time payment of $250,000 to the Inventor(s)

b) Grant stock options representing 0.5% of the Company's fully diluted equity

c) Provide ongoing consulting opportunities related to the Algorithm's development

2 Payment Schedule. The compensation shall be distributed as follows:

- $100,000 upon execution of this Agreement

- $75,000 upon successful initial commercial implementation

- $75,000 upon achievement of first enterprise-level deployment

4. CONFIDENTIALITY

1 The Inventor(s) agree to maintain strict confidentiality regarding:

- The Algorithm's technical specifications

- Company strategic information

- Any proprietary details learned during development

2 Confidentiality obligations shall survive the termination of this Agreement for a period of ten (10)

years.

5. REPRESENTATIONS AND WARRANTIES

1 The Inventor(s) represent and warrant that:

- They are the sole and original creators of the Algorithm

- The Algorithm is original and does not infringe on any third-party rights

- They have full legal capacity to execute this assignment

6. MISCELLANEOUS

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

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

3 Amendments. Any modifications must be made in writing and signed by authorized representatives.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS:

[Signature Lines for Individual Inventors]

Exhibit A: List of Inventors

Exhibit B: Technical Description of Algorithm