

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 Tech Valley Road, 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 or entity controlling, controlled by, or under common control with the Company, where "control" means ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interests.

"Confidential Information" means all non-public information, whether in oral, written, or electronic form, relating to the Company's Business, including but not limited to: (i) proprietary algorithms, machine learning models, neural networks, and computer vision systems; (ii) source code, technical documentation, and software architecture; (iii) customer lists, user data, and engagement metrics; (iv) business plans, strategies, and market analyses; (v) financial information, pricing models, and revenue projections; (vi) trade secrets and proprietary methodologies; (vii) research and development initiatives; and (viii) employee information and internal communications.

"Intellectual Property" means all (i) patents, patent applications, and patent rights; (ii) copyrights, copyright registrations, and copyright applications; (iii) trademarks, service marks, trade names, and brand identities; (iv) trade secrets, know-how, and confidential information; (v) software and computer programs; (vi) databases and data collections; (vii) designs and industrial designs; (viii) inventions and discoveries; and (ix) all other intellectual property rights, whether registered or unregistered, owned by or licensed to the Company.

"Proprietary Rights" means all right, title, and interest in and to any and all Intellectual Property developed, conceived, reduced to practice, or created by Executive during the Term, whether individually or jointly with others, and whether or not patentable or copyrightable.

"Work Product" means all deliverables, innovations, improvements, modifications, developments, and creations produced, conceived, or reduced to practice by Executive in connection with the Services, including all intermediate and partial versions thereof.

1.2 Interpretation. In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) words importing the singular include the plural and vice versa; (c) words importing gender include all genders; (d) "including" and similar expressions mean "including without limitation"; (e) references to sections are to sections of this Agreement; (f) references to any party include that party's successors and permitted assigns; (g) references to any document include any permitted amendments, supplements, or replacements; (h) references to any law include all rules and regulations promulgated thereunder; (i) monetary amounts are expressed in United States dollars unless otherwise specified; (j) if any day for performing an obligation falls on a non-business day, the obligation must be performed on the next business day; (k) time periods shall be calculated in calendar days unless business days are specified; (l) no provision shall be construed against a party solely because that party was responsible for drafting such provision; (m) the word "or" is not exclusive and shall be interpreted as "and/or".

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. Executive accepts such employment on the terms and conditions set forth in this Agreement. The position is classified as a senior executive role with strategic oversight responsibilities for the Company's artificial intelligence and machine learning product portfolio.

2.2 Duties and Responsibilities. Executive shall: (a) devote full business time and attention to the performance of duties, maintaining undivided loyalty to the Company during employment; (b) oversee product strategy and development roadmap for the NexusCore™ platform, including strategic planning, resource allocation, and technology implementation; (c) manage technical product teams and coordinate with engineering, establishing clear objectives, milestones, and performance metrics; (d) ensure product alignment with market requirements and customer needs through continuous market analysis and stakeholder engagement; (e)

comply with all Company policies and procedures, including but not limited to information security, intellectual property protection, and code of conduct policies; (f) provide regular status reports and presentations to the executive team regarding product development progress, challenges, and strategic opportunities; (g) establish and maintain relationships with key technology partners, industry stakeholders, and strategic clients; (h) participate in executive leadership meetings and contribute to corporate strategy development; (i) mentor and develop product management talent within the organization.

2.3 Work Location and Schedule. (a) Primary work location shall be the Company's Cambridge, MA office, where Executive shall maintain a dedicated workspace; (b) Remote work permitted up to 2 days per week per Company policy, subject to the following conditions: (i) maintenance of regular communication and availability during business hours; (ii) attendance at all required in-person meetings and events; (iii) maintenance of secure and reliable remote work infrastructure; (iv) compliance with Company's remote work security protocols; (c) Travel required up to 25% of time for customer and team meetings, including: (i) domestic and international client site visits; (ii) industry conferences and trade shows; (iii) Company satellite office locations; (iv) partner and vendor facilities.

2.4 Performance Standards. Executive shall: (a) perform duties in a professional, ethical manner consistent with Company values and industry best practices; (b) comply with all applicable laws and regulations, including: (i) data privacy and protection requirements; (ii) intellectual property rights; (iii) export control regulations; (iv) industry-specific compliance standards; (c) meet or exceed Company performance metrics, including: (i) product development milestones and deadlines; (ii) team performance and productivity targets; (iii) customer satisfaction metrics; (iv) revenue and growth objectives; (d) protect Company's Confidential Information through: (i) strict adherence to security protocols; (ii) proper handling of sensitive documents; (iii) careful management of intellectual property; (iv) appropriate oversight of team confidentiality practices.

2.5 Authority and Limitations. (a) Executive is authorized to: (i) make product development decisions within approved budgets; (ii) represent the Company in technical discussions with partners and clients; (iii) execute non-disclosure agreements using approved templates; (iv) approve routine product development expenses; (b) Executive must obtain prior approval for: (i) strategic partnerships or commitments exceeding \$250,000; (ii) significant changes to product roadmap or strategy; (iii) hiring or termination of direct reports; (iv) public statements or publications regarding Company technology.

2.6 Performance Review and Adjustment. (a) Executive's performance shall be formally reviewed annually; (b) Performance metrics may be adjusted based on: (i) changing market conditions; (ii) Company strategic priorities; (iii) technological developments; (iv) organizational requirements; (c) Material changes to duties or responsibilities shall be documented through written amendment to this Agreement.

3.0 COMPENSATION AND BENEFITS

3.1 Base Salary. Company shall pay Executive an annual base salary of \$275,000, payable in accordance with Company's standard payroll practices. Base salary shall be reviewed annually by the Board of Directors and may be adjusted upward based on Executive's performance, Company performance, market conditions, and other relevant factors. Any increase in base salary shall not serve to diminish or limit any other obligation to Executive under this Agreement. Base salary shall be paid in periodic installments in accordance with Company's regular payroll practices and shall be subject to standard payroll deductions and withholdings.

3.2 Equity Compensation. (a) Initial Grant. Executive shall receive an option to purchase 100,000 shares of Company's common stock (the "Option") under Company's 2023 Equity Incentive Plan (the "Plan"). Such grant shall be evidenced by a Stock Option Agreement in substantially the form used by Company for other senior executives.

(b) Vesting. Option shall vest over 4 years with 25% vesting on first anniversary and remainder vesting quarterly thereafter, subject to Executive's continuous service with Company through each vesting date. In the event of a Change in Control (as defined in the Plan), vesting acceleration provisions shall apply as specified in Section 3.2(e) below.

(c) Exercise Price. Option exercise price shall be fair market value on grant date, as determined by the Board of Directors in compliance with Section 409A of the Internal Revenue Code.

(d) Terms. Option subject to Plan and standard option agreement. Executive acknowledges receipt of copies of the Plan and form of Stock Option Agreement.

(e) Acceleration. In the event of a Change in Control, 50% of Executive's then-unvested Options shall immediately vest and become exercisable. If Executive's employment is terminated without Cause or Executive resigns for Good Reason within 12 months following a Change in Control, 100% of Executive's then-unvested Options shall immediately vest and become exercisable.

3.3 Annual Bonus. (a) Target bonus of 40% of base salary based on Company and individual performance. The actual bonus amount may range from 0% to 200% of target based on achievement of objectives.

(b) Metrics and goals to be established annually by Board within 90 days of the start of each fiscal year. Performance metrics may include, without limitation, financial targets, operational objectives, strategic milestones, and individual goals.

(c) Payment subject to continued employment on payment date, except as otherwise provided in Section 3.3(e).

(d) Bonus shall be paid no later than March 15 of the year following the performance year.

(e) Pro-rata bonus payment shall be made in the event of termination due to death, disability, or without Cause, based on actual performance through the termination date.

3.4 Benefits. (a) Health Insurance (i) Medical coverage through Company's group health plan with 90% premium coverage for Executive and dependents (ii) Dental insurance with orthodontic coverage (iii) Vision care including annual eye examinations and prescription eyewear allowance (iv) Healthcare flexible spending account with Company contribution of \$500 annually

(b) Life and Disability Insurance (i) Term life insurance coverage equal to 2x annual base salary (ii) Short-term disability coverage providing 66.67% of base salary for up to 26 weeks (iii) Long-term disability coverage providing 60% of base salary up to \$15,000 monthly (iv) Supplemental life insurance available for purchase

(c) Retirement Benefits (i) 401(k) with Company match up to 4% of eligible compensation (ii) Immediate vesting of Company matching contributions (iii) Wide selection of investment options (iv) Annual retirement planning services

(d) Time Off (i) 20 days paid vacation annually, accruing ratably (ii) Maximum vacation accrual of 30 days (iii) Vacation cash-out option for amounts exceeding 20 days (iv) Carry-over of up to 5 unused vacation days annually

(e) Holidays (i) New Year's Day (ii) Martin Luther King Jr. Day (iii) Presidents' Day (iv) Memorial Day (v) Independence Day (vi) Labor Day (vii) Thanksgiving Day and day after (viii) Christmas Eve and Christmas Day (ix) Two floating holidays annually

(f) Professional Development (i) Annual allowance of \$5,000 for approved educational expenses (ii) Conference attendance and professional association memberships (iii) Executive coaching services as approved (iv) Subscription to relevant industry publications

3.5 Additional Benefits. (a) Monthly cell phone allowance of \$100 (b) Home office setup allowance of \$2,500 (c) Annual executive health screening (d) Parking or transit allowance of \$200 monthly (e) Company-paid financial planning services up to \$2,500 annually

3.6 Expense Reimbursement. Company shall reimburse Executive for all reasonable business expenses incurred in the performance of Executive's duties, in accordance with Company's expense reimbursement policies and procedures.

3.7 Clawback Provisions. All compensation under this Agreement shall be subject to any clawback or recoupment policy adopted by Company or required by law.

3.8 Section 409A Compliance. All payments under this Agreement are intended to comply with or be exempt from Section 409A of the Internal Revenue Code and shall be interpreted accordingly.

4.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 Assignment of Inventions. (a) Executive hereby assigns to Company all Proprietary Rights, including but not limited to patents, copyrights, trademarks, trade secrets, algorithms, software

code, designs, processes, methodologies, and improvements thereof developed during employment. (b) Executive shall promptly disclose all inventions, discoveries, developments, improvements, and innovations ("Inventions") to Company in writing within 30 days of creation or discovery. (c) Executive shall assist Company in protecting Proprietary Rights, including executing necessary documentation, providing testimony, and cooperating in legal proceedings at Company's expense. (d) Executive acknowledges that all works created within the scope of employment constitute "works made for hire" under applicable copyright laws. (e) Executive waives and agrees never to assert any moral rights in the Inventions, including rights of attribution and integrity.

4.2 Confidentiality Obligations. (a) Executive shall maintain strict confidentiality of Confidential Information, defined as: (i) Technical information, including software architecture, algorithms, data structures, artificial intelligence models, machine learning systems, and technical specifications; (ii) Business information, including customer lists, pricing strategies, financial data, marketing plans, and business strategies; (iii) Operational information, including processes, methodologies, and internal procedures; (iv) Customer data, including personal information, usage patterns, and preferences; (v) Any information marked confidential or that would reasonably be considered confidential. (b) Executive shall not use or disclose Confidential Information except as required for duties, implementing: (i) Appropriate security measures to prevent unauthorized access; (ii) Secure storage and transmission protocols; (iii) Access controls and monitoring systems. (c) Obligations survive termination of employment indefinitely for trade secrets and five years for other Confidential Information. (d) Exceptions to confidentiality requirements: (i) Information publicly available through no fault of Executive; (ii) Information rightfully received from third parties without confidentiality obligations; (iii) Information required to be disclosed by law, provided Company receives prior notice.

4.3 Restrictive Covenants. (a) Non-Competition. During employment and for 12 months after, Executive shall not: (i) Directly or indirectly engage in competitive business activities; (ii) Hold ownership interest exceeding 2% in competing enterprises; (iii) Serve as officer, director, employee, or consultant for competitors; (iv) Develop competing products or services. (b) Non-Solicitation. During employment and for 12 months after, Executive shall not: (i) Solicit or attempt to solicit Company employees, contractors, or consultants; (ii) Solicit or attempt to solicit Company customers, partners, or vendors; (iii) Interfere with Company's business relationships; (iv) Assist others in solicitation activities. (c) Geographic scope limited to North America and Europe, specifically: (i) All states and territories of the United States; (ii) All provinces and territories of Canada; (iii) Member states of the European Union; (iv) United Kingdom and Switzerland.

4.4 Return of Property. (a) Upon termination, Executive shall immediately return: (i) All physical Company property, including devices, equipment, and materials; (ii) All Confidential Information in any form; (iii) All copies, summaries, and derivatives of Company materials;

(iv) Any cloud-stored or remotely accessed Company data. (b) Executive shall: (i) Permanently delete Company information from personal devices; (ii) Certify in writing compliance with return requirements; (iii) Cooperate in verification of complete return; (iv) Permit Company IT audit if requested.

4.5 Remedies. (a) Executive acknowledges that breach would cause irreparable harm warranting injunctive relief. (b) Company entitled to: (i) Temporary and permanent injunctions without proving actual damages; (ii) Monetary damages and legal fees; (iii) Extension of restrictive periods during breach; (iv) Other available legal and equitable remedies. (c) Provisions severable; invalidity of one provision does not affect others. (d) Failure to enforce any provision does not constitute waiver of future enforcement.

4.6 Survival. (a) Obligations continue after employment termination. (b) Binding upon heirs, successors, and assigns. (c) Provisions enforceable to maximum extent permitted by law. (d) Company may assign rights; Executive's obligations personal and non-assignable.

5.0 GENERAL PROVISIONS

5.1 At-Will Employment. Employment is at-will and may be terminated by either party at any time.

5.2 Governing Law. This Agreement governed by Delaware law.

5.3 Dispute Resolution. Disputes subject to binding arbitration in Wilmington, Delaware.

5.4 Entire Agreement. This Agreement constitutes entire understanding between parties.

5.5 Amendments. Modifications must be in writing signed by both parties.

5.6 Severability. If any provision invalid, remainder of Agreement remains in effect.

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

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Name: Michael Roberts Title: Chief Technology Officer

EXECUTIVE:

Jennifer Martinez

[EXHIBITS AND APPENDICES FOLLOW]