

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 Technology Lane, Cambridge, Massachusetts 02142 (the "Executive").

1.0 PREAMBLE AND RECITALS

WHEREAS, Nexus Industrial Intelligence, Inc., a corporation duly organized and existing under the laws of the State of Delaware, with its principal place of business at 2500 Innovation Drive, Suite 400, Boston, Massachusetts 02210 (hereinafter referred to as 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 has invested substantial resources in developing proprietary algorithms, methodologies, and technological infrastructure to serve its industrial client base across multiple sectors including manufacturing, energy, and transportation;

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, effective as of January 15, 2024 (the "Effective Date");

WHEREAS, the Executive possesses unique skills, knowledge, and experience relating to artificial intelligence and machine learning technologies, including expertise in deep learning architectures, computer vision systems, and industrial automation protocols;

WHEREAS, the Executive's background includes significant achievements in developing and implementing machine learning solutions for industrial applications, making the Executive particularly well-suited for advancing the Company's strategic objectives;

WHEREAS, the Company and Executive desire to enter into this Agreement to set forth the terms and conditions of Executive's employment with the Company, including compensation, benefits, and mutual obligations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2.0 DEFINITIONS AND INTERPRETATIONS

2.1 Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "Affiliate" means any person or entity controlling, controlled by, or under common control with the Company. For purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other equity interests or the power to direct the management and policies of such entity.

(b) "Confidential Information" means all non-public information, whether in oral, written, or electronic form, relating to the Company's: (i) machine learning algorithms and models, including but not limited to training methodologies, hyperparameters, and optimization techniques; (ii) computer vision systems and methodologies, including object detection frameworks, image processing pipelines, and neural network architectures; (iii) proprietary software code and architecture, including source code, object code, APIs, and system documentation; (iv) customer data and usage patterns, including behavioral analytics, interaction metrics, and performance statistics; (v) research and development activities, including experimental results, testing protocols, and innovation roadmaps; (vi) business strategies and plans, including market analyses, competitive assessments, and growth initiatives; (vii) financial information and projections, including revenue models, cost structures, and investment strategies; and (viii) other proprietary technical or business information that derives independent economic value from not being generally known.

(c) "Intellectual Property" means all: (i) patents, patent applications, and patent rights, including continuations, divisionals, and continuations-in-part; (ii) copyrights and copyrightable works, including software, documentation, and creative content; (iii) trade secrets and know-how, including manufacturing processes, technical specifications, and operational procedures; (iv) trademarks, service marks, and trade names, including associated goodwill and brand identity; (v) software, algorithms, and data models, including both source and object code implementations; (vi) inventions and improvements, whether patentable or unpatentable; and (vii) other intellectual property rights recognized under applicable law.

2.2 Interpretation. In this Agreement:

(a) References to sections, exhibits, and schedules are to those contained in this Agreement unless otherwise specified.

(b) Headings are for convenience only and do not affect interpretation.

(c) Words importing the singular include the plural and vice versa.

(d) The terms "including" and "includes" are not limiting and mean "including without limitation" and "includes without limitation" respectively.

(e) References to any gender include all genders.

(f) The word "or" is inclusive and means "and/or" unless explicitly indicated otherwise.

2.3 Computation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

2.4 Currency. Unless otherwise specified, all references to monetary amounts in this Agreement are to United States dollars (USD).