

# 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 (hereinafter referred to as the "Company")

AND

Dr. Elena Rodriguez, an individual inventor and Chief Executive Officer (hereinafter referred to as the "Inventor")

## RECITALS

WHEREAS, the Inventor has developed a novel software invention known as the "Contextual Learning Framework" (the "Invention");

WHEREAS, the Invention represents a significant technological advancement in artificial intelligence-driven predictive analytics;

WHEREAS, the Company desires to acquire full ownership and intellectual property rights to the Invention;

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

## 1. DEFINITIONS

1 "Invention" shall mean the Contextual Learning Framework, a machine learning algorithm designed to dynamically adapt predictive models based on contextual input variations.

2 "Intellectual Property Rights" shall include all patents, patent applications, trade secrets, copyrights, trademarks, and other proprietary rights associated with the Invention.

## 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 Invention, including all associated Intellectual Property Rights.

2 Scope of Assignment. The assignment includes, but is not limited to:

- a) All existing and future patent rights
- b) All derivative works and improvements
- c) All commercial exploitation rights
- d) All global intellectual property protections

### **3. INVENTOR REPRESENTATIONS AND WARRANTIES**

1 The Inventor represents and warrants that:

- a) They are the sole and original creator of the Invention
- b) The Invention is original and does not infringe upon any third-party intellectual property rights
- c) They have full legal capacity to execute this assignment
- d) No other party has any claim or interest in the Invention

### **4. COMPENSATION**

1 In consideration of the complete intellectual property assignment, the Company shall:

- a) Grant the Inventor 25,000 restricted stock units vesting over three years
- b) Provide a one-time cash payment of \$250,000
- c) Recognize the Inventor as the primary inventor in all patent filings

### **5. CONFIDENTIALITY**

1 The Inventor agrees to maintain strict confidentiality regarding the Invention and any proprietary information of the Company.

2 This confidentiality obligation shall survive the termination of this Agreement indefinitely.

### **6. GOVERNING LAW**

1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa

Clara County, California.

## **7. MISCELLANEOUS PROVISIONS**

1 This Agreement constitutes the entire understanding between the parties.

2 Any modifications must be made in writing and signed by both parties.

3 If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

## **SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment and Disclosure Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Michael Chen

Chief Technology Officer

INVENTOR

Dr. Elena Rodriguez

**Witnessed by:**

Sarah Williamson

Chief Strategy Officer