INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

CONFIDENTIAL

Neural Network Ensemble Technique Intellectual Property Assignment

BETWEEN:

Nexus Intelligent Systems, Inc.

(hereinafter referred to as the "Company")

AND

[Inventor/Developer Name]

(hereinafter referred to as the "Inventor")

EFFECTIVE DATE: January 22, 2024

1. DEFINITIONS

1 "Neural Network Ensemble Technique" shall mean the proprietary machine learning methodology developed by the Inventor, which combines multiple neural network architectures to enhance predictive accuracy and computational efficiency in enterprise AI applications.

2 "Intellectual Property" shall include all patents, patent applications, trade secrets, source code, algorithmic designs, technical documentation, and derivative works related to the Neural Network Ensemble Technique.

3 "Confidential Information" shall encompass all technical, financial, and strategic details surrounding the Neural Network Ensemble Technique, including but not limited to algorithmic specifications, performance metrics, and implementation strategies.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Inventor hereby irrevocably assigns and transfers to Nexus Intelligent Systems, Inc. all right, title, and interest in the Neural Network Ensemble Technique, including:

a) All existing and future intellectual property rights

b) All derivative works and improvements

c) All commercial exploitation rights

d) Global patent and trade secret protections

2 Ownership Confirmation

The Inventor acknowledges that all intellectual property created during the course of development is considered "work for hire" and exclusively owned by the Company.

3. COMPENSATION AND CONSIDERATION

1 Compensation Structure

In consideration of the intellectual property assignment, the Company agrees to:

a) Provide a one-time payment of $175,000

b) Grant 5,000 restricted stock units vesting over 36 months

c) Provide ongoing consulting opportunities related to the technology

2 Payment Terms

Compensation shall be disbursed within 30 days of execution of this agreement, subject to standard tax withholdings and corporate compliance protocols.

4. CONFIDENTIALITY OBLIGATIONS

1 Confidentiality Commitment

The Inventor agrees to:

- Maintain strict confidentiality regarding the Neural Network Ensemble Technique

- Refrain from disclosure to third parties without explicit written consent

- Protect all related trade secrets in perpetuity

2 Non-Disclosure Provisions

Unauthorized disclosure may result in:

- Immediate termination of all financial considerations

- Potential legal action for damages

- Forfeiture of assigned intellectual property rights

5. REPRESENTATIONS AND WARRANTIES

1 Inventor Representations

The Inventor hereby represents and warrants that:

- They are the sole and original creator of the Neural Network Ensemble Technique

- The technology is original and does not infringe existing intellectual property

- No prior agreements restrict the assignment of these rights

2 Company Representations

Nexus Intelligent Systems, Inc. commits to:

- Protecting the intellectual property

- Providing appropriate attribution where legally and strategically appropriate

- Pursuing potential patent protections

6. GOVERNING LAW

1 This agreement shall be governed by the laws of the State of Delaware, with exclusive jurisdiction residing in the Delaware Court of Chancery.

7. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the Effective Date.

SIGNATURES

[Inventor Name]

Date: January 22, 2024

Dr. Elena Rodriguez

CEO, Nexus Intelligent Systems, Inc.

Date: January 22, 2024

WITNESS

Michael Chen

Chief Technology Officer

Nexus Intelligent Systems, Inc.