

EMPLOYMENT AGREEMENT - PROFESSIONAL TIER

PARTIES

This Employment Agreement ("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

[EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] (hereinafter referred to as the "Employee")

RECITALS

WHEREAS, the Company desires to employ the Employee in a professional capacity;

WHEREAS, the Employee possesses the requisite skills, experience, and qualifications to contribute meaningfully to the Company's enterprise AI services and predictive analytics objectives;

WHEREAS, both parties intend to establish a mutually beneficial employment relationship governed by the terms set forth herein;

1. EMPLOYMENT TERMS

1.1 Position and Responsibilities

The Employee is hired as a Senior AI Solutions Architect, reporting directly to the Chief Technology Officer. Primary responsibilities include:

- Designing and implementing advanced predictive maintenance platforms
- Developing machine learning diagnostic tools for enterprise clients
- Providing technical leadership in digital transformation consulting engagements
- Collaborating with cross-functional teams to deliver innovative AI solutions

1.2 Employment Classification

The Employee is classified as a full-time, exempt professional, subject to the Fair Labor Standards

Act and applicable California employment regulations.

2. COMPENSATION AND BENEFITS

2.1 Base Salary

The Employee's annual base salary shall be \$185,000, payable in accordance with the Company's standard payroll practices, subject to applicable tax withholdings.

2.2 Performance Bonus

The Employee shall be eligible for an annual performance bonus of up to 20% of base salary, contingent upon individual and company performance metrics as determined by the executive leadership team.

2.3 Equity Compensation

The Employee will receive a stock option grant of 5,000 shares, vesting over a four-year period with a one-year cliff, subject to the Company's equity compensation plan.

2.4 Benefits

Comprehensive benefits package including:

- Medical, dental, and vision insurance
- 401(k) retirement plan with company matching up to 4%
- Flexible spending account
- Paid time off: 20 days annually
- Professional development allowance of \$5,000 per year

3. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

3.1 Confidential Information

The Employee acknowledges that all proprietary information, trade secrets, and technical data constitute valuable assets of Nexus Intelligent Systems, Inc.

The Employee agrees to:

- a) Maintain strict confidentiality
- b) Not disclose any confidential information during or after employment

- c) Return all company materials upon termination

3.2 Intellectual Property Assignment

All intellectual property created during employment is exclusively owned by the Company, including but not limited to:

- Software algorithms
- Machine learning models
- Technical documentation
- Client solution designs

4. TERMINATION PROVISIONS

4.1 At-Will Employment

Employment is at-will and may be terminated by either party with two weeks' written notice.

4.2 Termination Conditions

- a) Voluntary Resignation: Employee must provide written notice
- b) Involuntary Termination: Subject to Company's disciplinary policies
- c) Severance: Potential severance package based on tenure and circumstances

5. NON-COMPETE AND NON-SOLICITATION

5.1 Non-Compete Clause

For a period of twelve (12) months following termination, the Employee shall not:

- Work for direct competitors in enterprise AI services
- Solicit Company clients or employees
- Utilize proprietary methodologies developed during employment

6. MISCELLANEOUS PROVISIONS

6.1 Governing Law

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

6.2 Dispute Resolution

Any disputes shall be resolved through binding arbitration in Santa Clara County, California.

7. ACKNOWLEDGMENT

By signing below, both parties acknowledge understanding and acceptance of all terms.

SIGNATURES

[Employee Name] Michael Chen
Senior AI Solutions Chief Technology Officer
Architect Nexus Intelligent Systems, Inc.

Date: Date: