

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 (the "Company")

AND

The undersigned inventor(s) and developer(s) listed in Exhibit A (individually and collectively referred to as the "Inventor(s)")

RECITALS

WHEREAS, the Company is engaged in the development of advanced pattern recognition algorithms for enterprise AI services and predictive analytics;

WHEREAS, the Inventors have developed certain proprietary intellectual property related to advanced machine learning diagnostic tools and predictive maintenance platforms;

WHEREAS, the Company desires to acquire and secure full ownership of all intellectual property developed by the Inventors in connection with their employment or engagement;

DEFINITIONS

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, trademarks, know-how, technical information, algorithms, source code, and other proprietary technological developments, whether existing as of the date hereof or developed during the term of the Inventors' engagement with the Company.

2 "Confidential Information" shall include all non-public technical, business, financial, and strategic information of the Company, including but not limited to algorithm designs, performance metrics, client data models, and strategic research initiatives.

INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventors hereby irrevocably and unconditionally assign to the Company all right, title, and interest in and to all Intellectual Property developed individually or collectively during the course of their engagement with Nexus Intelligent Systems, Inc.

2 Scope of Assignment. The assignment includes, without limitation:

- a) All existing and future patent rights
- b) Copyrightable works and derivative works
- c) Trade secret protections
- d) All associated documentation and supporting materials
- e) Any and all iterations, improvements, and modifications of the original intellectual property

3 Worldwide Rights. The assignment shall be effective globally, covering all jurisdictions where intellectual property protections may be sought or enforced.

INVENTOR REPRESENTATIONS AND WARRANTIES

1 Original Work. Each Inventor represents and warrants that:

- a) They are the sole and original creator of the assigned Intellectual Property
- b) The Intellectual Property is original and does not infringe upon third-party rights
- c) They have full legal capacity to make this assignment
- d) No prior agreements restrict their ability to assign the Intellectual Property

CONFIDENTIALITY OBLIGATIONS

1 Perpetual Confidentiality. The Inventors agree to maintain strict confidentiality regarding all Confidential Information, both during and after their engagement with the Company.

2 Non-Disclosure. The Inventors shall not disclose, reproduce, or use Confidential Information for any purpose other than performing duties for Nexus Intelligent Systems, Inc.

COMPENSATION AND CONSIDERATION

1 In consideration of this Assignment, the Company agrees to:

- a) Provide standard compensation as outlined in individual employment agreements

- b) Recognize the Inventors' contributions in appropriate documentation
- c) Potentially offer future performance-based incentives

MISCELLANEOUS PROVISIONS

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

2 Entire Agreement. This document constitutes the complete understanding between the parties, superseding all prior agreements.

3 Severability. If any provision is found invalid, the remaining provisions shall remain in full force and effect.

SIGNATURES

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:

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS: [Signature Block for Individual Inventors]

Exhibit A: List of Inventors [Attached]