

INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIAL DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and Confidential 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 "Assignor")

AND

The undersigned assignee as specified in the execution block (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary Advanced Neural Network Architecture for Intelligent Processing (the "Intellectual Property");

WHEREAS, the Intellectual Property represents a critical technological innovation in predictive analytics and machine learning diagnostic tools;

WHEREAS, Assignor desires to assign and transfer all rights, title, and interest in the Intellectual Property to Assignee;

1. DEFINITIONS

1 "Intellectual Property" shall mean the advanced neural network architecture, including but not limited to source code, algorithmic designs, training methodologies, and associated technical documentation developed by Assignor's research and development team.

2 "Confidential Information" shall encompass all technical, financial, and strategic information related to the Intellectual Property, including but not limited to research notes, performance metrics, architectural schematics, and developmental protocols.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all right, title, and interest in and to the Intellectual Property, including:

- a) All patent rights and patent applications
- b) Copyrights and copyright applications
- c) Trade secret rights
- d) Moral rights
- e) All derivative works and improvements

2 Representations and Warranties

Assignor represents and warrants that:

- a) Assignor is the sole and exclusive owner of the Intellectual Property
- b) The Intellectual Property is free from any encumbrances
- c) Assignor has full legal capacity to assign the Intellectual Property
- d) No third-party claims exist that might impair the transfer of rights

3. CONFIDENTIALITY PROVISIONS

1 Confidentiality Obligations

Assignee agrees to:

- a) Maintain strict confidentiality of all Confidential Information
- b) Implement reasonable security measures to protect the information
- c) Limit access to Confidential Information to authorized personnel
- d) Not disclose Confidential Information to any third party without prior written consent

2 Exclusions

Confidentiality obligations shall not apply to information that:

- a) Is publicly available through no fault of Assignee
- b) Was known to Assignee prior to disclosure
- c) Is independently developed by Assignee
- d) Is received from a third party without confidentiality restrictions

4. COMPENSATION

1 In consideration of the Intellectual Property assignment, Assignee shall provide compensation as specified in a separate compensation agreement.

5. GOVERNING LAW

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

6. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations and representations.

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

EXECUTION BLOCK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

Nexus Intelligent Systems, Inc.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE:

[Signature Line]

Dated: January 22, 2024