

INTELLECTUAL PROPERTY ASSIGNMENT AND ALGORITHM DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and Algorithm 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

[Counterparty Name], a [State of Incorporation] corporation with principal offices at [Address] (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary AI algorithm for dynamic resource management (the "Algorithm") through substantial research, development, and intellectual investment;

WHEREAS, the Algorithm represents a critical technological innovation with significant commercial potential in enterprise predictive analytics and intelligent automation;

WHEREAS, Assignor desires to assign and transfer all intellectual property rights associated with the Algorithm to Assignee;

DEFINITIONS

1 "Algorithm" shall mean the artificial intelligence-powered dynamic resource management system developed by Assignor, including but not limited to source code, architectural designs, predictive models, and associated documentation.

2 "Confidential Information" shall encompass all technical, financial, and operational details related to the Algorithm, including but not limited to implementation strategies, performance metrics, and underlying machine learning architectures.

3 "Intellectual Property Rights" shall include all patents, copyrights, trade secrets, and proprietary

know-how associated with the Algorithm.

INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

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

- a) All existing and future Intellectual Property Rights
- b) All derivative works and improvements
- c) All associated documentation and implementation methodologies
- d) All revenue streams and licensing opportunities derived from the Algorithm

2 Representations and Warranties

Assignor represents and warrants that:

- a) It possesses full legal right and authority to assign the Algorithm
- b) The Algorithm is original and does not infringe upon third-party intellectual property rights
- c) No pending or threatened litigation exists regarding the Algorithm
- d) All development was conducted using internal resources and approved methodologies

COMPENSATION AND CONSIDERATION

1 Consideration

In exchange for the complete assignment of the Algorithm, Assignee shall provide:

- a) An upfront payment of \$2,500,000
- b) Potential future performance-based royalties not to exceed 5% of net commercial revenues derived from the Algorithm
- c) Continued recognition of the original development team's contributions

CONFIDENTIALITY PROVISIONS

1 Confidentiality Obligations

Both parties agree to maintain strict confidentiality regarding:

- a) The technical specifications of the Algorithm

- b) Financial terms of this Agreement
- c) Any proprietary information exchanged during the assignment process

2 Non-Disclosure

Each party shall:

- Implement robust security protocols
- Restrict access to Confidential Information
- Provide written documentation of compliance upon request

REPRESENTATIONS AND WARRANTIES

1 Assignor Representations

Assignor represents that:

- The Algorithm was developed without external contractual constraints
- All internal approvals have been obtained
- No competing assignment or encumbrance exists

2 Assignee Representations

Assignee represents that:

- It has conducted thorough due diligence
- It understands the technical and commercial potential of the Algorithm
- It possesses the technical capability to further develop and commercialize the technology

MISCELLANEOUS PROVISIONS

1 Governing Law

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

2 Dispute Resolution

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

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[ASSIGNEE SIGNATURE BLOCK]