

# **INTELLECTUAL PROPERTY DISCLOSURE AND ASSIGNMENT AGREEMENT**

## **PARTIES**

This Intellectual Property Disclosure and Assignment 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 "Inventor(s)")

## **RECITALS**

WHEREAS, the Company is engaged in the development of advanced AI-powered anomaly detection systems for enterprise predictive maintenance and digital transformation solutions;

WHEREAS, the Inventors have developed certain proprietary technologies, algorithms, and methodological innovations related to AI-driven diagnostic and predictive analytics;

WHEREAS, the Company desires to acquire and secure full ownership of all intellectual property developed by the Inventors in connection with the Company's core technological offerings;

## **DEFINITIONS**

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, trademarks, know-how, technical documentation, source code, algorithms, and related intellectual property rights associated with the AI-Powered Anomaly Detection System.

2 "Invention" shall mean any novel technological concept, method, process, algorithm, or system conceived or reduced to practice by the Inventors during their engagement with the Company.

3 "Confidential Information" shall include all technical, commercial, and strategic information disclosed or developed by the Company, whether in written, electronic, or oral form.

## **INTELLECTUAL PROPERTY ASSIGNMENT**

### **1 Complete Assignment**

The Inventors hereby irrevocably and exclusively assign to the Company all right, title, and interest in and to any and all Intellectual Property developed during their employment or engagement, including but not limited to:

- a) AI anomaly detection algorithms
- b) Machine learning diagnostic models
- c) Predictive maintenance methodologies
- d) Software implementations and source code
- e) Technical documentation and architectural designs

### **2 Future Developments**

The Inventors agree that any future developments, improvements, or derivative works related to the core AI anomaly detection technology shall be automatically assigned to the Company upon creation.

## **REPRESENTATIONS AND WARRANTIES**

### **1 The Inventors represent and warrant that:**

- They are the original and sole creators of the assigned Intellectual Property
- The Intellectual Property is original and does not infringe upon third-party rights
- They have full legal capacity to execute this assignment
- No prior agreements restrict their ability to assign these rights

## **CONFIDENTIALITY OBLIGATIONS**

### **1 Perpetual Confidentiality**

The Inventors agree to maintain strict confidentiality regarding all Company Confidential Information, both during and after their engagement, with no temporal limitation.

### **2 Non-Disclosure**

The Inventors shall not disclose, reproduce, or utilize Confidential Information for any purpose other than performing duties for the Company.

## **COMPENSATION AND CONSIDERATION**

1 In consideration of this comprehensive IP assignment, the Company shall:

- Provide standard compensation as outlined in separate employment agreements
- Grant potential equity participation as determined by the Company's board of directors
- Recognize the Inventors' contributions in appropriate technical documentation

## **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.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Disclosure and Assignment Agreement as of the date first above written.

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS: [Signature Block - Exhibit A]