

EMPLOYMENT AND COMPENSATION AGREEMENT

THIS EMPLOYMENT AND COMPENSATION AGREEMENT (this "Agreement") is made and entered into as of January 15, 2024 (the "Effective Date"), by and between NEXUS INDUSTRIAL INTELLIGENCE, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Suite 400, Wilmington, Delaware 19801 (the "Company"), and [EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] (the "Employee").

1.0 PREAMBLE AND RECITALS

WHEREAS, the Company is engaged in the business of developing and commercializing proprietary machine learning and computer vision solutions for industrial process optimization and predictive maintenance, including its NexusCore™ Industrial AI Platform;

WHEREAS, the Company desires to employ the Employee in a key technical role supporting the development and implementation of the Company's artificial intelligence and machine learning technologies;

WHEREAS, the Employee possesses specialized skills, knowledge, and expertise in artificial intelligence, machine learning, and industrial automation that are valuable to the Company's business objectives;

WHEREAS, the Company has invested substantial resources in developing proprietary technologies, methodologies, and intellectual property related to industrial artificial intelligence applications, which require protection through appropriate contractual safeguards;

WHEREAS, the nature of the Company's business necessitates specialized employment terms to address the unique challenges and requirements of industrial artificial intelligence development and deployment;

WHEREAS, the Employee acknowledges the competitive nature of the industrial artificial intelligence sector and the importance of maintaining strict confidentiality regarding the Company's proprietary technologies and trade secrets;

WHEREAS, this Agreement is governed by and construed in accordance with the laws of the State of Delaware, where the Company maintains its principal place of business;

WHEREAS, the Company and Employee desire to enter into this Agreement to set forth the terms and conditions of Employee's employment with the Company, effective as of the date set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

2.0 DEFINITIONS

2.1 "Confidential Information" means any and all non-public information, whether in written, oral, electronic or other form, relating to the Company's business, including but not limited to: (a) Machine learning algorithms, neural network architectures, training methodologies, and optimization techniques; (b) Computer vision systems, image processing techniques, and pattern recognition algorithms; (c) Source code, object code, software development tools, and programming interfaces; (d) Customer data, usage patterns, implementation requirements, and deployment configurations; (e) Research and development plans, roadmaps, technical specifications, and experimental results; (f) Business strategies, pricing models, market analyses, and competitive assessments; (g) Training datasets, data preprocessing methods, and feature engineering techniques; (h) System architecture designs, infrastructure configurations, and scaling methodologies; (i) Performance metrics, benchmarking results, and optimization parameters; (j) Any other information designated as confidential by the Company in writing.

2.2 "Intellectual Property" means all: (a) Patents, patent applications, patent rights, and patent disclosures; (b) Trademarks, service marks, trade names, brand names, logos, and corporate names; (c) Copyrights, designs, mask works, and related rights; (d) Trade secrets, confidential know-how, and proprietary processes; (e) Software, algorithms, models, databases, and data structures; (f) Neural network architectures, weights, and training procedures; (g) API specifications, protocols, and integration methods; (h) Other intellectual property rights and proprietary rights.

2.3 "Company Products" means: (a) The NexusCore™ platform and all its components; (b) Associated software tools, libraries, and development kits; (c) Custom implementations and deployments; (d) Documentation, training materials, and technical guides; (e) Updates, upgrades, modifications, and derivative works.

2.4 "Compensation Components" means: (a) Base salary or contract rates; (b) Performance bonuses and incentive payments; (c) Equity compensation and stock options; (d) Benefits and allowances; (e) Commission structures and sales incentives.

2.5 "Technical Documentation" means: (a) System specifications and architecture documents; (b) API documentation and integration guides; (c) User manuals and implementation guides; (d) Training materials and technical references; (e) Testing procedures and validation protocols.

2.6 For purposes of this Agreement: (a) The singular includes the plural and vice versa; (b) References to sections are to sections of this Agreement; (c) Headings are for convenience only

and do not affect interpretation; (d) "Including" means "including without limitation"; (e) References to any party include its successors and permitted assigns.