

# **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

## **DYNAMIC LEARNING PROTOCOL SOFTWARE INVENTION**

### **BETWEEN:**

Nexus Intelligent Systems, Inc.

(hereinafter referred to as the "Assignor")

AND

The Inventors Listed in Schedule A

(hereinafter referred to as the "Assignees")

### **RECITALS**

WHEREAS, Nexus Intelligent Systems, Inc. is an enterprise artificial intelligence services company incorporated in the State of Delaware;

WHEREAS, the Assignees have developed a novel software invention known as the "Dynamic Learning Protocol" with significant technological innovation in predictive machine learning;

WHEREAS, the Assignees are current or former employees/contractors of the Assignor and developed said invention during their engagement with the company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

### **1. DEFINITIONS**

1 "Intellectual Property" shall mean all patents, patent applications, trade secrets, copyrights, and related documentation associated with the Dynamic Learning Protocol.

2 "Invention" means the software technology and associated methodologies for adaptive machine learning predictive diagnostics, as more fully described in the technical specifications attached hereto.

### **2. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

1 Complete Assignment

The Assignees hereby irrevocably and unconditionally assign to Nexus Intelligent Systems, Inc. all right, title, and interest in and to the Intellectual Property, including:

- a) All worldwide patent rights
- b) All copyright interests
- c) All trade secret protections
- d) All derivative work rights
- e) All economic benefits arising from the Invention

## 2 Scope of Assignment

The assignment includes, but is not limited to:

- Current and future iterations of the Dynamic Learning Protocol
- All source code, documentation, and technical specifications
- Any improvements, modifications, or extensions of the original Invention

## 3. REPRESENTATIONS AND WARRANTIES

### 1 Inventor Representations

The Assignees represent and warrant that:

- They are the sole and original creators of the Invention
- The Invention is original and does not infringe on any third-party intellectual property rights
- They have full legal capacity to execute this assignment
- No other party has any claim or interest in the Intellectual Property

### 2 Assignor Representations

Nexus Intelligent Systems, Inc. represents that:

- It will provide appropriate compensation as outlined in Schedule B
- It will recognize the inventors' contributions in appropriate documentation
- It will protect the confidentiality of the Invention

## 4. COMPENSATION AND RECOGNITION

### 1 Compensation

In consideration of this assignment, the Assignees shall receive:

- One-time cash payment as specified in Schedule B

- Potential future performance-based equity grants
- Professional recognition in patent filings and internal documentation

## **5. CONFIDENTIALITY**

### **1 Ongoing Obligations**

The Assignees agree to maintain strict confidentiality regarding the Invention, both during and after their engagement with Nexus Intelligent Systems, Inc.

## **6. GOVERNING LAW**

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

## **7. MISCELLANEOUS**

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

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

## **EXECUTION**

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

## **SIGNATURES**

Dr. Elena Rodriguez

CEO, Nexus Intelligent Systems, Inc.

[Inventor Name]

Assignee

Dated: January 22, 2024