

INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

DYNAMIC MACHINE LEARNING MODEL CALIBRATION METHOD

BETWEEN:

Nexus Intelligent Systems, Inc., a Delaware corporation ("Assignor")

AND

The Assignor's Designated Intellectual Property Holding Entity ("Assignee")

EFFECTIVE DATE: January 22, 2024

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is an enterprise artificial intelligence services company specializing in advanced predictive analytics and machine learning technologies;

WHEREAS, the Assignor has developed a proprietary Dynamic Machine Learning Model Calibration Method with significant technological and commercial potential;

WHEREAS, the Assignor desires to formally assign and transfer all intellectual property rights associated with said method to its designated intellectual property holding entity;

1. DEFINITIONS

1 "Calibration Method" shall mean the proprietary algorithmic approach developed by Assignor for dynamically recalibrating machine learning models in real-time industrial environments.

2 "Confidential Information" shall include all technical specifications, source code, algorithmic designs, performance metrics, and derivative works related to the Calibration Method.

3 "Intellectual Property Rights" shall encompass all patent, copyright, trade secret, and related rights associated with the Calibration Method.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in the

Calibration Method, including but not limited to:

- a) All existing and future patent rights
- b) Copyright interests
- c) Trade secret protections
- d) Derivative technological developments

2 Scope of Assignment

The assignment includes:

- Global intellectual property rights
- All current and future iterations of the technology
- Rights to license, sublicense, modify, and commercially exploit the Calibration Method

3. REPRESENTATIONS AND WARRANTIES

1 Assignor represents and warrants that:

- a) It is the sole and exclusive owner of the Calibration Method
- b) The method is original and does not infringe existing intellectual property
- c) No third-party claims exist against the technology
- d) All necessary development documentation is complete and accurate

2 Assignor guarantees that the Calibration Method:

- Represents a novel technological approach to machine learning model optimization
- Has demonstrable commercial and technical utility
- Meets industry standards for predictive analytics performance

4. COMPENSATION AND CONSIDERATION

1 In consideration of this assignment, Assignee shall:

- a) Issue equity compensation to key inventors
- b) Provide ongoing royalty structures for continued technological development
- c) Maintain the confidentiality and strategic value of the assigned intellectual property

5. CONFIDENTIALITY PROVISIONS

1 Both parties agree to maintain strict confidentiality regarding:

- Technical specifications of the Calibration Method

- Performance metrics
- Commercial implementation strategies
- Derivative technological developments

6. GOVERNING LAW AND JURISDICTION

1 This agreement shall be governed by the laws of the State of Delaware.

2 Any disputes arising from this agreement shall be resolved through binding arbitration in Delaware, with each party bearing its own legal costs.

7. MISCELLANEOUS PROVISIONS

1 This agreement represents the entire understanding between parties.

2 Modifications must be made in writing and signed by authorized representatives.

3 The agreement shall remain in full force and effect perpetually.

SIGNATURE BLOCK

EXECUTED this 22nd day of January, 2024

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

INTELLECTUAL PROPERTY HOLDING ENTITY

By:

Authorized Representative