

INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

CONFIDENTIAL

Regarding AI Algorithm for Dynamic Resource Allocation Mechanism

BETWEEN:

Nexus Intelligent Systems, Inc.
(hereinafter referred to as the "Company")

AND

All Inventors and Contributing Developers
(hereinafter referred to as the "Inventors")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a Delaware corporation specializing in enterprise AI services and predictive analytics;

WHEREAS, the Company has developed a proprietary AI algorithm for dynamic resource allocation with significant strategic and commercial potential;

WHEREAS, the Inventors have materially contributed to the conception, design, and implementation of said algorithm;

NOW, THEREFORE, the parties agree as follows:

1. DEFINITIONS

1 "Algorithm" shall mean the AI-powered dynamic resource allocation mechanism developed by the Company, including all source code, architectural designs, mathematical models, and derivative works.

2 "Intellectual Property" shall encompass all patents, trade secrets, copyrights, and related rights associated with the Algorithm.

3 "Confidential Information" means all technical, financial, and strategic information related to the

Algorithm's development and potential applications.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

The Inventors hereby irrevocably assign and transfer to the Company all right, title, and interest in the Algorithm, including:

- All worldwide patent rights
- Copyright interests
- Trade secret protections
- Derivative work rights
- Any and all future improvements or modifications

2 Scope of Assignment

The assignment includes, but is not limited to:

- a) Original source code
- b) Algorithmic design documentation
- c) Implementation methodologies
- d) Performance optimization techniques
- e) Training data sets and model configurations

3. INVENTOR REPRESENTATIONS

1 The Inventors warrant that:

- They are the sole and original creators of the Algorithm
- No third-party claims exist against the Intellectual Property
- All contributions were made within the scope of their employment
- They have full legal capacity to execute this assignment

4. COMPENSATION AND RECOGNITION

1 In consideration of this assignment, the Company agrees to:

- Provide potential equity compensation
- Acknowledge inventors in relevant patent filings

- Offer potential performance-based bonuses
- Maintain professional development opportunities

2 Compensation Structure

- Immediate cash bonus: \$25,000 per primary inventor
- Restricted stock units: Tiered allocation based on contribution
- Performance milestone payments linked to commercial success

5. CONFIDENTIALITY OBLIGATIONS

1 Inventors agree to:

- Maintain strict confidentiality
- Not disclose Algorithm details to third parties
- Protect trade secrets in perpetuity
- Cooperate in future patent or legal proceedings

6. GOVERNING LAW

1 This agreement shall be governed by Delaware law, with exclusive jurisdiction in Delaware state and federal courts.

7. MISCELLANEOUS PROVISIONS

1 This document represents the entire agreement between parties.

2 Any modifications must be in writing and signed by authorized representatives.

3 If any provision is deemed invalid, remaining provisions shall remain in full force.

SIGNATURES

INVENTOR SIGNATURES:

Dr. Elena Rodriguez

Chief Executive Officer

Date:

Michael Chen

Chief Technology Officer

Date:

Primary Algorithm Developer

Date:

WITNESSED BY:

Corporate Legal Counsel

Date: