

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 JENNIFER MARTINEZ, an individual residing at 127 Technology Circle, Cambridge, Massachusetts 02142 (the "Executive").

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 (the "Business");

WHEREAS, the Company desires to employ the Executive as Vice President of Product Development, and the Executive desires to accept such employment with the Company; and

WHEREAS, the parties desire to set forth the terms and conditions of such employment in this Agreement.

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

1.0 DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Confidential Information" means all non-public information, whether in oral, written, or electronic form, relating to the Company's technology, products, business methods, research, development, customers, pricing, employees, suppliers, finances, and business plans, including without limitation the NexusCore™ Industrial AI Platform, machine learning algorithms, computer vision systems, predictive maintenance models, and associated intellectual property. This includes, but is not limited to, source code, training datasets, model architectures, optimization techniques, deployment methodologies, system specifications, performance metrics, testing protocols, and integration frameworks.

"Intellectual Property" means all patents, patent applications, copyrights, trademarks, trade secrets, software, algorithms, inventions, developments, discoveries, improvements, research, technical data, and documentation that is or may be protectable under applicable intellectual

property laws. This encompasses both registered and unregistered rights, including pending applications, continuations, divisionals, reissues, renewals, and extensions thereof.

"Work Product" means all Intellectual Property conceived, created, developed or reduced to practice by Executive (alone or with others) during and in connection with Executive's employment with the Company, whether or not patentable or registrable under patent, copyright, trademark or similar statutes, including but not limited to innovations, improvements, ideas, discoveries, software, systems, platforms, analytics, methodologies, and processes.

"Company Systems" means all hardware, software, networks, telecommunications systems, data storage systems, cloud services, development environments, testing facilities, and related infrastructure owned, licensed, or operated by the Company.

"Technical Documentation" means all specifications, designs, flowcharts, drawings, manuals, instructions, protocols, standards, architectural details, API documentation, and other technical materials relating to Company products, services, or operations.

1.2 Interpretation. In this Agreement: (a) headings are for convenience only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) "including" and similar words do not imply any limitation; (d) references to Sections are to Sections of this Agreement; (e) if any provision is unenforceable, it shall be given effect to the extent permitted by law; (f) references to any statute, regulation, or standard include amendments, modifications, and successor versions; (g) time periods shall be computed in calendar days, excluding the first day and including the last day, unless the last day is a weekend or legal holiday; (h) any ambiguities shall be interpreted without presumption against the drafting party; (i) references to agreements, policies, and documents include all amendments, supplements, and modifications thereto; and (j) electronic signatures and contract formation shall have the same legal effect as physical signatures and paper documents where permitted by law.

1.3 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall substitute a valid, legal, and enforceable provision that most closely approximates the economic effect and intent of the invalid provision.

2.0 EMPLOYMENT TERMS AND DUTIES

2.1 Position. The Company hereby employs Executive as Vice President of Product Development, reporting to the Chief Technology Officer. Executive accepts such employment on the terms and conditions set forth in this Agreement. The position is classified as a full-time, exempt position under applicable wage and hour laws.

2.2 Duties and Responsibilities. Executive shall: (a) devote Executive's full business time and attention to the business of the Company, refraining from any other employment, consulting, or business activities that would materially interfere with Executive's obligations to the Company; (b) perform such duties as are customarily performed by a Vice President of Product Development in the technology industry, including but not limited to strategic planning, resource allocation, team leadership, and technological innovation; (c) be responsible for product strategy, roadmap development, and engineering team leadership, including: (i) developing and maintaining comprehensive product strategies aligned with Company objectives; (ii) creating and managing detailed product roadmaps with clear milestones and deliverables; (iii) establishing and monitoring key performance indicators (KPIs) for product development; (iv) managing resource allocation across multiple product initiatives; (v) ensuring effective communication between engineering, design, and business teams; (d) comply with all Company policies, procedures and directives, including but not limited to those relating to confidentiality, intellectual property, information security, and code of conduct; (e) perform such other duties as may be assigned from time to time by the Chief Technology Officer or CEO, provided such duties are consistent with Executive's position and expertise.

2.3 Work Location and Schedule. Executive's primary work location shall be the Company's Cambridge, Massachusetts office, with flexibility for remote work up to three days per week in accordance with Company policy. Executive is expected to travel to customer sites and other Company locations as reasonably required. Additionally: (a) Remote work arrangements shall be subject to: (i) maintenance of regular communication during business hours; (ii) attendance at scheduled in-person meetings and events; (iii) compliance with Company security and confidentiality protocols; (iv) maintenance of a suitable home office environment; (b) Travel requirements may include: (i) domestic and international customer visits; (ii) attendance at industry conferences and events; (iii) visits to Company satellite offices and development centers; (iv) participation in executive leadership meetings and retreats.

2.4 Performance Standards. Executive shall perform all duties in a professional, ethical and businesslike manner and in accordance with industry standards and all applicable laws and regulations. This includes: (a) maintaining the highest standards of professional conduct and integrity; (b) exercising sound business judgment in decision-making; (c) promoting a positive work environment and company culture; (d) ensuring compliance with all applicable regulatory requirements; (e) protecting Company intellectual property and confidential information.

2.5 Team Leadership and Management. Executive shall: (a) build and maintain high-performing engineering and product development teams; (b) provide mentorship and professional development opportunities to team members; (c) conduct regular performance evaluations and feedback sessions; (d) participate in hiring and recruitment of key technical personnel; (e) manage departmental budgets and resources effectively.

2.6 Reporting and Communication. Executive shall: (a) provide regular updates to the Chief Technology Officer regarding: (i) product development progress and milestones; (ii) team performance and challenges; (iii) resource requirements and allocation; (iv) strategic opportunities and risks; (b) participate in executive leadership meetings and board presentations as required; (c) maintain effective communication channels with all stakeholders; (d) prepare and present periodic reports on product development metrics and outcomes.

2.7 Compliance and Governance. Executive shall: (a) ensure all product development activities comply with: (i) applicable laws and regulations; (ii) industry standards and best practices; (iii) Company policies and procedures; (iv) contractual obligations to customers and partners; (b) maintain appropriate documentation and records of all significant decisions and activities; (c) participate in internal audits and compliance reviews as required; (d) assist in the development and implementation of governance frameworks for product development.

3.0 COMPENSATION AND BENEFITS

3.1 Base Salary. The Company shall pay Executive an annual base salary of Three Hundred Twenty-Five Thousand Dollars (\$325,000), payable in accordance with the Company's normal payroll practices and subject to standard withholdings and deductions. The base salary shall be reviewed annually by the Board of Directors or its Compensation Committee and may be adjusted upward based on Executive's performance, market conditions, and Company performance metrics. Any increase in base salary shall not serve to diminish or limit any other obligation to Executive under this Agreement.

3.2 Equity Compensation. (a) Initial Grant. Subject to approval by the Board of Directors, Executive shall receive an initial grant of 75,000 restricted stock units ("RSUs") under the Company's 2023 Equity Incentive Plan (the "Plan"). The grant date shall be the later of Executive's start date or the date of Board approval. (b) Vesting Schedule. The RSUs shall vest over four years, with 25% vesting on the first anniversary of the grant date and the remainder vesting in equal quarterly installments thereafter, subject to Executive's continued employment with the Company on each vesting date. (c) Additional Terms. The RSUs shall be subject to the terms and conditions set forth in the Plan and the applicable award agreement. In the event of a Change in Control (as defined in the Plan), any unvested RSUs shall be treated in accordance with the Plan's Change in Control provisions. (d) Additional Grants. Executive shall be eligible for additional equity grants at the discretion of the Board of Directors, taking into consideration Executive's performance, Company valuation, and market conditions. Such grants may include RSUs, stock options, or other equity instruments available under the Plan. (e) Tax Treatment. The Company makes no representations regarding the tax implications of any equity awards. Executive is advised to consult with personal tax advisors regarding the tax treatment of all equity compensation.

3.3 Annual Bonus. (a) Target Amount. Executive shall be eligible for an annual performance bonus targeted at 40% of base salary, based on achievement of Company and individual performance objectives established by the Board. (b) Performance Metrics. The bonus shall be determined based on: (i) Company financial performance (50% weighting) (ii) Product development milestones (25% weighting) (iii) Individual performance objectives (25% weighting) (c) Payment Terms. The annual bonus, if earned, shall be paid no later than March 15 of the year following the performance year. Executive must be employed on the payment date to receive the bonus. (d) Pro-ration. For partial years of employment, the bonus shall be pro-rated based on the number of days employed during the performance year.

3.4 Benefits. (a) Healthcare Coverage. Executive shall be eligible to participate in the Company's medical, dental, and vision insurance plans, with coverage beginning on the first day of the month following the start date. The Company shall pay 90% of premium costs for Executive and eligible dependents. (b) Retirement Benefits. Executive shall be eligible to participate in the Company's 401(k) plan with immediate vesting of the Company match of 100% of contributions up to 4% of eligible compensation. (c) Insurance Programs. The Company shall provide: (i) Life insurance with coverage of 2x annual base salary (ii) Short-term disability coverage at 60% of base salary (iii) Long-term disability coverage at 60% of base salary (iv) Supplemental executive disability coverage (d) Paid Time Off. (i) Vacation: Twenty (20) days per calendar year, accrued monthly (ii) Sick Leave: Ten (10) days per calendar year (iii) Personal Days: Five (5) days per calendar year (iv) Company-designated holidays: Twelve (12) days per calendar year (e) Professional Development. Annual allowance of Ten Thousand Dollars (\$10,000) for professional development, including conferences, training, and education. (f) Wellness Benefits. Access to Company wellness program, including gym membership reimbursement up to \$100 per month.

3.5 Expenses. (a) Business Expenses. The Company shall reimburse Executive for reasonable business expenses incurred in performing Executive's duties, in accordance with Company policy. Such expenses include: (i) Business travel and accommodations (ii) Client entertainment and business meals (iii) Professional association memberships (iv) Mobile phone and internet service (b) Documentation. All expenses must be documented and submitted in accordance with Company expense policies within thirty (30) days of incurrence. (c) Travel Policy. Executive shall be entitled to business class travel for flights exceeding four hours and premium accommodations for overnight stays.

3.6 Additional Compensation Terms. (a) Compensation Review. All compensation elements shall be reviewed annually by the Board or its Compensation Committee. (b) Clawback Provisions. All compensation shall be subject to any clawback or recoupment policy adopted by the Company in compliance with applicable law or stock exchange requirements. (c) Section 409A Compliance. All compensation under this Agreement is intended to comply with or be exempt from Section 409A of the Internal Revenue Code. Any ambiguous terms shall be

interpreted accordingly. (d) Withholding. All compensation shall be subject to applicable withholding taxes and other required deductions.

4.0 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

4.1 Assignment of Intellectual Property. (a) Executive hereby assigns to the Company all right, title and interest in and to all Work Product, including but not limited to inventions, discoveries, developments, improvements, innovations, designs, formulas, processes, techniques, know-how, trade secrets, and original works of authorship, whether or not patentable, copyrightable, or otherwise legally protectable. (b) Executive shall promptly disclose all Work Product to the Company and execute all documents and perform all acts necessary to perfect the Company's ownership thereof, including but not limited to assignments, declarations, powers of attorney, and other instruments. (c) Executive acknowledges that any copyrightable works prepared within the scope of employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such works. (d) Executive agrees to assist the Company in obtaining and enforcing patents, copyrights, and other forms of intellectual property protection for Work Product in any jurisdiction.

4.2 Confidentiality Obligations. (a) Executive shall maintain all Confidential Information in strict confidence and shall not disclose such information to any third party without the Company's prior written consent. (b) Executive shall use Confidential Information solely for the purpose of performing Executive's duties for the Company. (c) These confidentiality obligations shall survive the termination of employment indefinitely for trade secrets and for a period of five (5) years for all other Confidential Information. (d) Executive shall implement reasonable security measures to prevent unauthorized access to or disclosure of Confidential Information, including: (i) maintaining password protection and encryption for electronic files; (ii) securing physical documents in locked storage when not in use; (iii) refraining from discussing Confidential Information in public spaces; (iv) marking relevant documents as "Confidential" or "Proprietary."

4.3 Protection of AI/ML Assets. (a) Executive acknowledges that the Company's machine learning algorithms, training data, model architectures, and related AI technologies constitute highly valuable trade secrets requiring stringent protection. Executive shall: (i) maintain enhanced security protocols when accessing AI/ML systems, including multi-factor authentication and secure VPN connections; (ii) ensure proper data handling and version control through approved repositories and documentation systems; (iii) prevent unauthorized access or reverse engineering attempts through monitoring and access controls; (iv) maintain detailed logs of all AI/ML system access and modifications; (v) report any suspected security breaches or unauthorized access attempts immediately. (b) Executive shall not: (i) copy, transfer, or reproduce any AI/ML-related code, data, or models without explicit authorization;

(ii) use cloud storage or personal devices for AI/ML assets without Company approval; (iii) share technical details of AI/ML systems with external parties, including at conferences or in publications; (iv) modify core algorithms or model architectures without documented approval.

4.4 Third-Party Information. (a) Executive acknowledges that the Company has received and will receive confidential information from third parties subject to a duty to maintain confidentiality and use such information only for certain limited purposes. (b) Executive agrees to hold all such third-party confidential information in strict confidence and not to disclose or use it except as required by law or as permitted by the applicable third-party agreement.

4.5 Exceptions to Confidentiality. Nothing in this Agreement shall prohibit or restrict Executive from: (a) disclosing information required by law or valid legal process; (b) reporting possible violations of law to governmental agencies; (c) cooperating with regulatory or law enforcement investigations; (d) making other disclosures protected under whistleblower provisions of law.

4.6 Return of Materials. (a) Upon termination of employment or at any time upon Company request, Executive shall: (i) return all Company property and materials containing Confidential Information; (ii) permanently delete any Confidential Information stored on personal devices or accounts; (iii) provide written certification of compliance with these obligations; (iv) cooperate with Company IT personnel to ensure complete removal of Confidential Information. (b) Executive shall not retain any copies, summaries, or extracts of Company materials or Confidential Information in any format.

4.7 Remedies. (a) Executive acknowledges that any breach of this Section 4.0 would cause irreparable harm to the Company for which monetary damages would be inadequate. (b) The Company shall be entitled to injunctive relief to prevent or remedy any breach or threatened breach of this Section 4.0, without posting bond or proving actual damages. (c) These remedies shall be in addition to any other legal or equitable remedies available to the Company.

5.0 GENERAL PROVISIONS

5.1 At-Will Employment. Executive's employment is at-will and may be terminated by either party at any time with or without cause.

5.2 Non-Competition. During employment and for 12 months thereafter, Executive shall not engage in any business competitive with the Company in North America or Europe.

5.3 Non-Solicitation. During employment and for 12 months thereafter, Executive shall not solicit Company employees, customers or suppliers.

5.4 Governing Law. This Agreement shall be governed by Delaware law without regard to conflicts of law principles.

5.5 Arbitration. Any disputes shall be resolved through binding arbitration in Wilmington, Delaware under AAA rules.

5.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

5.7 Amendments. This Agreement may be amended only by written agreement signed by both parties.

5.8 Severability. If any provision is held invalid, the remaining provisions shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NEXUS INDUSTRIAL INTELLIGENCE, INC.

By: _____ Name: Michael Roberts Title: Chief Technology Officer

EXECUTIVE:

Jennifer Martinez

[EXHIBITS AND APPENDICES TO FOLLOW]