

METHOD FOR NEURAL NETWORK PREDICTIVE OPTIMIZATION ALGORITHM

INTELLECTUAL PROPERTY ASSIGNMENT AND DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and Disclosure Agreement ("Agreement") is entered into as of January 22, 2024, by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Assignor")

AND

THE INVENTORS LISTED IN SCHEDULE A HERETO ("Inventors")

RECITALS

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

WHEREAS, the Inventors have developed a novel neural network predictive optimization algorithm with significant commercial potential;

WHEREAS, the Assignor desires to acquire full intellectual property rights to the Algorithm developed by the Inventors;

1. DEFINITIONS

1 "Algorithm" shall mean the neural network predictive optimization method more particularly described in the technical specifications attached hereto as Exhibit B.

2 "Confidential Information" shall include all technical, scientific, and business information related to the Algorithm, whether disclosed before or after the execution of this Agreement.

3 "Intellectual Property Rights" shall mean all patents, patent applications, trade secrets, copyrights, and other proprietary rights associated with the Algorithm.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment. The Inventors hereby irrevocably and exclusively assign to Nexus Intelligent Systems, Inc. all right, title, and interest in and to the Algorithm, including:

- (a) All existing and future Intellectual Property Rights
- (b) All derivative works and improvements
- (c) All economic rights associated with commercialization
- (d) Global rights of enforcement and prosecution

2 Consideration. In exchange for the complete assignment, Nexus Intelligent Systems, Inc. shall provide:

- (a) A one-time payment of \$250,000 to be distributed among the Inventors
- (b) Potential future performance-based compensation based on commercial success
- (c) Continued employment or consulting arrangements for qualified Inventors

3. REPRESENTATIONS AND WARRANTIES

1 The Inventors represent and warrant that:

- (a) They are the sole and original creators of the Algorithm
- (b) The Algorithm is original and does not infringe existing intellectual property
- (c) They have full legal capacity to execute this assignment
- (d) No prior agreements restrict their ability to assign the Algorithm

2 Nexus Intelligent Systems, Inc. represents that it will:

- (a) Provide appropriate attribution to the Inventors
- (b) Maintain the confidentiality of the Algorithm's technical details
- (c) Pursue reasonable commercial development of the technology

4. CONFIDENTIALITY

1 The Inventors agree to maintain strict confidentiality regarding:

- (a) The technical details of the Algorithm
- (b) Business strategies related to its potential implementation
- (c) Any proprietary information of Nexus Intelligent Systems, Inc.

5. GOVERNING LAW

1 This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction in Santa Clara County.

6. MISCELLANEOUS

1 This Agreement constitutes the entire understanding between the parties.

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

SIGNATURE PAGE

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

INVENTORS:

[Signature Blocks for Individual Inventors]

Witnessed by:

Legal Counsel