

INTELLECTUAL PROPERTY ASSIGNMENT AND CONFIDENTIAL DISCLOSURE AGREEMENT

PARTIES

This Intellectual Property Assignment and Confidential Disclosure Agreement (the "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 (hereinafter referred to as "Assignor")

AND

The undersigned assignee as specified in the signature block (hereinafter referred to as "Assignee")

RECITALS

WHEREAS, Assignor has developed a proprietary Machine Learning Model for Intelligent Recommendation Systems (the "Intellectual Property" or "IP");

WHEREAS, the Intellectual Property represents a significant technological innovation in predictive analytics and enterprise AI services;

WHEREAS, Assignor desires to assign and transfer all rights, title, and interest in the Intellectual Property to Assignee;

1. DEFINITIONS

1 "Confidential Information" shall mean all technical, financial, and operational information related to the Intellectual Property, including but not limited to source code, algorithmic designs, training data methodologies, and performance metrics.

2 "Intellectual Property" means the Machine Learning Model for Intelligent Recommendation Systems, including all associated algorithms, training datasets, model architectures, and derivative works.

3 "Effective Date" means the date of execution of this Agreement.

2. INTELLECTUAL PROPERTY ASSIGNMENT

1 Complete Assignment

Assignor hereby irrevocably assigns and transfers to Assignee all right, title, and interest in and to the Intellectual Property, including:

- a) All patents, patent applications, and patent rights
- b) Copyrights and copyright applications
- c) Trade secrets and confidential know-how
- d) Source code and implementation documentation
- e) All derivative works and future improvements

2 Representations and Warranties

Assignor represents and warrants that:

- a) Assignor is the sole and exclusive owner of the Intellectual Property
- b) The Intellectual Property is free from any encumbrances or third-party claims
- c) Assignor has full legal right and authority to assign the Intellectual Property
- d) The Intellectual Property does not infringe upon any third-party intellectual property rights

3. CONFIDENTIALITY

1 Confidential Information

Assignee agrees to maintain the strictest confidentiality regarding the Intellectual Property, implementing appropriate security measures to prevent unauthorized disclosure.

2 Permitted Disclosures

Confidential Information may be disclosed only:

- a) To employees with a direct need to know
- b) Pursuant to legal requirement after providing prior written notice
- c) With explicit written consent from Assignor

4. COMPENSATION

1 In consideration of the Intellectual Property assignment, Assignee shall provide compensation as specified in the attached Schedule A, which is incorporated by reference.

5. GOVERNING LAW

1 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

6. MISCELLANEOUS

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

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

7. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

ASSIGNEE SIGNATURE:

[Assignee Name]

[Assignee Title]

Date:

Witnessed by: