

# **Patent Disclosure and Intellectual Property Assignment Agreement**

## **PARTIES**

This Patent Disclosure and Intellectual Property Assignment 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 the "Company")

AND

DR. ELENA RODRIGUEZ, an individual with a primary residence at 742 Innovation Lane, Palo Alto, California 94301 (hereinafter referred to as the "Inventor")

## **RECITALS**

WHEREAS, the Company is engaged in the development of advanced artificial intelligence technologies, specifically predictive maintenance and enterprise digital transformation solutions;

WHEREAS, the Inventor has developed a novel contextual AI algorithm with a dynamic inference mechanism that represents a significant technological advancement in machine learning predictive analytics;

WHEREAS, the Inventor is an employee and Chief Executive Officer of Nexus Intelligent Systems, Inc., and developed the referenced technology within the scope of her employment;

## **DEFINITIONS**

1 "Patent Technology" shall mean the proprietary contextual AI algorithm with dynamic inference mechanism, including all associated methodologies, computational approaches, and implementation strategies.

2 "Intellectual Property" shall encompass all patent rights, trade secrets, technical documentation, source code, and derivative works related to the Patent Technology.

3 "Confidential Information" shall include all technical, financial, and strategic details associated with the Patent Technology and its potential commercial applications.

## **INTELLECTUAL PROPERTY ASSIGNMENT**

### **1 Complete Assignment**

The Inventor hereby irrevocably assigns and transfers to the Company all right, title, and interest in and to the Patent Technology, including:

- a) All worldwide patent rights and applications
- b) All associated trade secret protections
- c) All derivative technological developments
- d) All economic rights and potential future revenues derived from the Patent Technology

### **2 Scope of Assignment**

The assignment includes, but is not limited to:

- Current and future patent applications
- Provisional and non-provisional patent filings
- International patent protections
- All economic rights associated with commercial exploitation

## **INVENTOR REPRESENTATIONS AND WARRANTIES**

### **1 The Inventor represents and warrants that:**

- a) She is the sole and original creator of the Patent Technology
- b) The Patent Technology is original and does not infringe on existing intellectual property
- c) She has full legal capacity to execute this assignment
- d) No third-party claims or encumbrances exist regarding the Patent Technology

## **COMPENSATION AND RECOGNITION**

### **1 In consideration of this intellectual property assignment, the Company agrees to:**

- a) Grant the Inventor a one-time bonus of \$250,000
- b) Provide ongoing equity compensation through restricted stock units
- c) Recognize the Inventor as the primary inventor in all patent documentation

## **CONFIDENTIALITY PROVISIONS**

1 The Inventor agrees to maintain strict confidentiality regarding the Patent Technology, both during and after her employment with the Company.

2 Any unauthorized disclosure will result in immediate legal action and potential financial penalties.

## **GOVERNING LAW**

1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2 Any disputes arising from this Agreement shall be resolved through binding arbitration in Santa Clara County, California.

## **EXECUTION**

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

**NEXUS INTELLIGENT SYSTEMS, INC.**

**By:**

Michael Chen

Chief Technology Officer

**INVENTOR**

Dr. Elena Rodriguez

Witnessed by:

Sarah Williamson

Chief Strategy Officer