

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EFFECTIVE DATE: JULY 15, 2026

PARTIES: SARAH JENKINS (ASSIGNOR) & NEXA TECHNOLOGIES, INC. (ASSIGNEE)

Document Type: Intellectual Property Assignment
Assignor: Sarah Jenkins
Assigned Asset: Synapse NLP Engine v2.0

Effective Date: July 15, 2026
Assignee: Nexa Technologies, Inc.
Consideration: \$50,000.00 USD

This Intellectual Property Assignment Agreement (this “Agreement”) is entered into and made effective as of July 15, 2026 (the “Effective Date”), by and between:

- **Sarah Jenkins**, an individual residing at 742 Evergreen Terrace, Springfield (“Assignor”), and
- **Nexa Technologies, Inc.**, a Delaware corporation with its principal place of business at 100 Innovation Way, Suite 400, Wilmington, DE 19801 (“Assignee”).

Assignor and Assignee may collectively be referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, Assignor is the sole and exclusive creator, developer, and owner of certain proprietary software technologies, database architectures, machine learning models, and associated documentation collectively known as the “Synapse NLP Engine v2.0” (as more fully described in Exhibit A attached hereto); and

WHEREAS, Assignee is an enterprise artificial intelligence platforms company and desires to acquire all right, title, and interest in and to the Synapse NLP Engine v2.0, including all global intellectual property rights associated therewith; and

WHEREAS, Assignor is willing to assign, transfer, and convey all of her right, title, and interest in and to the Synapse NLP Engine v2.0 to Assignee in exchange for the financial consideration and covenants set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Assigned IP. “Assigned IP” means all intellectual property, technology, and proprietary materials related to the Synapse NLP Engine v2.0 as detailed in Exhibit A, including but not limited to the source code, object code, API specifications, database schemas, training corpora, model weights, deployment scripts, design documents, and user manuals.

Section 1.2. Intellectual Property Rights. “Intellectual Property Rights” means all current and future worldwide rights in, arising from, or associated with any of the following: (a) patents, patent applications, and patent disclosures; (b) copyrights, copyright registrations, and copyright applications; (c) trade secrets, know-how, and proprietary technical information; (d) database rights; (e) moral rights and rights of publicity; and (f) any registrations or applications for registration of any of the foregoing.

Section 1.3. Effective Date. “Effective Date” shall mean July 15, 2026.

Section 1.4. Transfer Date. “Transfer Date” means the date upon which the electronic transfer of all code repositories, documentation, and digital assets comprising the Assigned IP is finalized, which shall be no later than five (5) business days following the Effective Date.

ARTICLE II

ASSIGNMENT AND TRANSFER

Section 2.1. Assignment of Rights. Subject to the terms and conditions of this Agreement, and effective automatically upon the full execution of this Agreement by both Parties, Assignor hereby irrevocably, unconditionally, and perpetually sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s worldwide right, title, and interest in and to:

1. The Assigned IP;
2. All Intellectual Property Rights in or associated with the Assigned IP (representing 100% of all such rights);
3. All rights to sue, defend, or recover damages for any past, present, or future infringement, misappropriation, or violation of the Intellectual Property Rights in the Assigned IP; and
4. All physical, optical, and digital embodiments of the Assigned IP.

Section 2.2. Purchase Price and Consideration. As full compensation for the assignment of the Assigned IP and the representations and warranties made by Assignor herein, Assignee shall pay to Assignor a one-time, non-refundable, and non-dilutable lump-sum payment of fifty thousand United States Dollars (\$50,000.00) (the “Consideration”). The Consideration shall be paid via wire transfer of immediately available funds to the bank account designated in writing by Assignor within three (3) business days following the Effective Date.

Section 2.3. Delivery of Assets. Assignor shall deliver to Assignee all electronic files, source code, data files, design assets, and other digital materials comprising the Assigned IP, in accordance with the delivery specifications set forth in Exhibit A, on or before the Transfer Date.

Section 2.4. Further Assurances. At any time after the Effective Date, at the request and reasonable expense of Assignee, Assignor shall execute and deliver such further instruments of conveyance,

transfer, or assignment, and take such other actions, as Assignee may reasonably request to perfect, record, or evidence the transfer of the Assigned IP and all associated Intellectual Property Rights. This includes, without limitation, executing formal patent or copyright assignment forms for filing with governmental agencies.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants to Assignee that:

Section 3.1. Sole Ownership. Assignor is the sole and exclusive owner of all right, title, and interest in and to the Assigned IP, free and clear of all liens, mortgages, security interests, licenses, encumbrances, or claims of any third party.

Section 3.2. Authority. Assignor has the full legal right, power, and authority to enter into this Agreement, to perform all of her obligations hereunder, and to assign and transfer the Assigned IP to Assignee in accordance with the terms hereof.

Section 3.3. Non-Infringement. To the best of Assignor's knowledge, the Assigned IP does not infringe, misappropriate, or otherwise violate any patent, copyright, trade secret, trademark, or other intellectual property or proprietary right of any third party. No claim of such infringement has been threatened or asserted against Assignor.

Section 3.4. No Prior Grants. Assignor has not previously sold, assigned, licensed, or otherwise transferred any right, title, or interest in or to the Assigned IP to any other person or entity, and has not entered into any agreement that conflicts with the terms of this Agreement.

ARTICLE IV

INDEMNIFICATION AND LIABILITY

Section 4.1. Indemnification by Assignor. Assignor shall defend, indemnify, and hold harmless Assignee and its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any material breach of any representation, warranty, or covenant made by Assignor in this Agreement.

Section 4.2. Limitation of Liability. EXCEPT IN CASES OF WILLFUL MISCONDUCT, FRAUD, OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 4.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE V

GOVERNING LAW AND DISPUTE RESOLUTION

Section 5.1. Governing Law. This Agreement, and all claims, disputes, or causes of action (whether in contract, tort, or statute) that may arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles.

Section 5.2. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, performance, or breach, shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Wilmington, Delaware. The arbitration shall be conducted by a single neutral arbitrator selected in accordance with the AAA rules, and the proceedings shall be conducted in the English language. The decision of the arbitrator shall be final and binding on the Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

Section 6.2. Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless it is in writing and signed by both Parties.

Section 6.3. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

Section 6.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or delegate its obligations hereunder without the prior written consent of the other Party, except that Assignee may assign this Agreement without consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Section 6.5. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile, PDF, or electronic signatures (such as DocuSign) shall have the same legal force and effect as original wet signatures.

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

ASSIGNOR:

Signature

Sarah Jenkins
(Individual Developer)

Date: _____

ASSIGNEE:

Nexa Technologies, Inc.

By: Marcus Vance
Title: Chief Executive Officer

Signature

Date: _____

EXHIBIT A

DESCRIPTION AND SCHEDULE OF ASSIGNED INTELLECTUAL PROPERTY

This Exhibit A forms an integral part of the Intellectual Property Assignment Agreement dated July 15, 2026, by and between Sarah Jenkins and Nexa Technologies, Inc.

1. DESCRIPTION OF TECHNOLOGY

The Assigned IP consists of the “Synapse NLP Engine v2.0”, which includes all software, codebases, algorithms, schemas, models, datasets, and documentation developed by Sarah Jenkins. This includes the natural language processing library that supports zero-shot categorization, sentiment analysis, entity extraction, and custom text generation pipelines.

2. INVENTORY OF ASSETS

The specific digital and technical assets to be delivered and assigned under this Agreement include:

Component ID	Asset Type	Description & Scope of Work
SYN-CODE-001	Source Code	Fully documented source code of the Synapse NLP core libraries, including tokenization algorithms, neural network layers, training loops, and preprocessing scripts.
SYN-MOD-002	Model Weights	Pre-trained neural network weights, hyperparameters, and embeddings optimized for zero-shot text classification and sequence labeling.
SYN-DB-003	Datasets	Annotated training corpus, validation datasets, and database schemas (including PostgreSQL scripts) used to configure the core models.
SYN-DOC-004	Documentation	API reference guides, integration manuals, system architecture diagrams, and deployment configurations (including Dockerfiles and Helm charts).

Table 1: Schedule of Assigned Intellectual Property

3. DELIVERY SPECIFICATIONS

All assets listed above shall be transferred in digital format. Source code and documentation shall be delivered via transfer of administrative access to the GitHub private repository located at `github.com/sjenkins-dev/synapse-nlp-v2`. Model weights and datasets shall be delivered as encrypted archive files via a secure SFTP server hosted by Assignee.