

# **MUTUAL NON-DISCLOSURE AGREEMENT**

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This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of January 15, 2026 (the "Effective Date"), by and between:

Disclosing Party: Nexora Technologies Inc., a Delaware corporation, with its principal office at 2100 Innovation Drive, Suite 400, San Francisco, CA 94105 ("Nexora")

Receiving Party: Vertex Solutions LLC, a California limited liability company, with its principal office at 880 Market Street, Floor 12, San Francisco, CA 94102 ("Vertex")

(each a "Party" and collectively the "Parties")

## **RECITALS**

WHEREAS, the Parties wish to explore a potential business relationship concerning the development and integration of artificial intelligence-based enterprise solutions (the "Purpose"); and

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

## **1. DEFINITION OF CONFIDENTIAL INFORMATION**

1.1 "Confidential Information" means any and all non-public, proprietary, or confidential information disclosed by either Party to the other Party, whether orally, in writing, electronically, or by inspection of tangible objects, including without limitation:

- (a) Trade secrets, inventions, ideas, processes, formulas, source and object code, data, programs, software, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques;
- (b) Business plans, financial information, customer lists, supplier information, pricing strategies, marketing plans, projections, and reports;
- (c) Technical information, engineering data, product plans, research results, specifications, and documentation;
- (d) Information relating to employees, consultants, or other third-party relationships.

1.2 Confidential Information does not include information that:

- (a) Was publicly known and made generally available prior to the time of disclosure;
- (b) Becomes publicly known through no wrongful act of the Receiving Party;
- (c) Is already in the Receiving Party's possession without restriction prior to disclosure;
- (d) Is obtained by the Receiving Party from a third party without breach of any obligation of confidentiality;
- (e) Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## **2. OBLIGATIONS OF THE RECEIVING PARTY**

2.1 The Receiving Party shall:

- (a) Hold the Confidential Information in strict confidence and protect it with the same degree of care as it uses to protect its own confidential information, but in no event less than reasonable care;
- (b) Not use the Confidential Information for any purpose other than the Purpose;
- (c) Not disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party;
- (d) Limit access to the Confidential Information to those of its employees, agents, and contractors who have a need to know for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.

2.2 The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party's efforts to obtain a protective order.

### **3. TERM AND TERMINATION**

3.1 This Agreement shall remain in effect for a period of three (3) years from the Effective Date, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party.

3.2 The confidentiality obligations set forth herein shall survive the termination or expiration of this Agreement for a period of five (5) years from the date of disclosure of the respective Confidential Information.

3.3 Upon termination, each Party shall promptly return or destroy all Confidential Information received from the other Party, including all copies, summaries, and derivative works thereof.

### **4. NO LICENSE OR WARRANTY**

4.1 Nothing in this Agreement grants either Party any rights in or to the other Party's Confidential Information, except as expressly set forth herein.

4.2 ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS, OR PERFORMANCE OF SUCH INFORMATION.

### **5. REMEDIES**

5.1 Each Party acknowledges that a breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity, without the necessity of proving actual damages or posting a bond.

5.2 The prevailing party in any legal action arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

### **6. INDEMNIFICATION**

6.1 Each party shall indemnify the other against any losses arising from unauthorized disclosure of Confidential Information. The indemnifying party's total liability shall not exceed the greater of (a) direct damages actually incurred or (b) \$500,000 USD.

## **7. GOVERNING LAW AND JURISDICTION**

7.1 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.

7.2 Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in San Francisco, California, conducted by JAMS under its Comprehensive Arbitration Rules and Procedures.

## **8. GENERAL PROVISIONS**

8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and agreements.

8.2 Amendment. This Agreement may not be amended except by a written instrument signed by both Parties.

8.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

8.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8.5 Notices. All notices under this Agreement shall be in writing and delivered to the addresses set forth above.

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

NEXORA TECHNOLOGIES INC.

VERTEX SOLUTIONS LLC

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: Sarah Chen

Name: Michael Torres

Title: Chief Executive Officer

Title: Managing Partner

Date: January 15, 2026

Date: January 15, 2026