

# NON-COMPETE AND CONFIDENTIALITY AGREEMENT

THIS NON-COMPETE AND CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of January 22, 2024 (the "Effective Date"), by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with its principal place of business at 1200 Innovation Parkway, San Jose, California 95134 (the "Company")

AND

[EMPLOYEE NAME], an individual residing at [REDACTED] (the "Employee")

## RECITALS

WHEREAS, the Company is engaged in the business of providing advanced AI-driven predictive maintenance and digital transformation solutions for enterprise clients in manufacturing, energy, transportation, and infrastructure sectors;

WHEREAS, the Employee has been or will be employed in a position that provides access to critical proprietary information, trade secrets, and strategic business intelligence;

WHEREAS, the Company desires to protect its legitimate business interests, intellectual property, and competitive positioning;

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

## 1. DEFINITIONS

1 "Confidential Information" shall mean all non-public technical, financial, strategic, and operational information of the Company, including but not limited to:

- a) Proprietary AI algorithms and machine learning models
- b) Customer and prospect lists
- c) Financial projections and business strategies
- d) Technical documentation and product development roadmaps
- e) Research and development materials
- f) Pricing structures and competitive analyses

2 "Restricted Period" shall mean the duration of the Employee's employment plus twenty-four (24) months following termination of employment.

3 "Restricted Territory" shall mean the United States, Canada, and any other geographic regions where the Company conducts substantial business operations.

## **2. CONFIDENTIALITY OBLIGATIONS**

### **1 Confidentiality Commitment**

The Employee acknowledges that all Confidential Information is the exclusive property of the Company and agrees to:

- a) Maintain absolute confidentiality
- b) Not disclose Confidential Information to any third party
- c) Use Confidential Information solely for legitimate business purposes of the Company

### **2 Protection Mechanisms**

The Employee shall:

- a) Take reasonable precautions to prevent unauthorized disclosure
- b) Immediately report any potential or actual unauthorized disclosure
- c) Return all Confidential Information upon termination of employment

## **3. NON-COMPETE PROVISIONS**

### **1 Restricted Activities**

During the Restricted Period, the Employee shall not, directly or indirectly:

- a) Engage in any business competitive with the Company's primary offerings
- b) Solicit or attempt to solicit any Company customers or prospects
- c) Recruit or hire any Company employees
- d) Utilize or leverage any Confidential Information for competitive purposes

### **2 Geographic Scope**

The non-compete restrictions shall apply within the Restricted Territory.

## **4. INTELLECTUAL PROPERTY**

### **1 Work Product**

All intellectual property created by the Employee during employment shall be the exclusive property of the Company.

## 2 Assignment

The Employee irrevocably assigns all rights, title, and interest in such work product to the Company.

## 5. REMEDIES

### 1 Injunctive Relief

The Employee acknowledges that monetary damages may be inadequate to compensate for breaches and agrees that the Company shall be entitled to injunctive relief.

### 2 Liquidated Damages

In the event of a breach, the Employee shall pay liquidated damages of \$250,000 plus legal costs.

## 6. MISCELLANEOUS

### 1 Severability

If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

### 2 Governing Law

This Agreement shall be governed by California law.

### 3 Entire Agreement

This document constitutes the entire agreement between the parties.

## 7. ACKNOWLEDGMENT

The Employee acknowledges reading, understanding, and voluntarily accepting the terms of this Agreement.

## SIGNATURE BLOCK

### EMPLOYEE SIGNATURE:

NAME: [EMPLOYEE NAME]

DATE: January 22, 2024

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024