

CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

PARTIES

This Confidential Intellectual Property 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 "Nexus" or the "Company")

AND

[Counterparty Name], a [State of Incorporation] corporation with offices located at [Full Address] (hereinafter referred to as the "Receiving Party")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is an advanced technology services firm specializing in AI-driven predictive maintenance and digital transformation solutions;

WHEREAS, the Receiving Party desires to engage in discussions or potential business relationships that may require access to confidential and proprietary information of Nexus;

WHEREAS, the parties wish to protect the confidential and proprietary information exchanged during their potential business interactions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. DEFINITIONS

1 "Confidential Information" shall mean all non-public, proprietary information disclosed by Nexus, including but not limited to:

- a) Technical specifications of AI-powered predictive maintenance platforms
- b) Machine learning diagnostic tool algorithms
- c) Business strategies and financial projections

- d) Customer and prospect lists
- e) Research and development materials
- f) Trade secrets and intellectual property documentation

2 "Restricted Period" shall mean the duration of potential business discussions plus five (5) years following termination of any potential relationship.

2. CONFIDENTIALITY OBLIGATIONS

1 Confidentiality Standard

The Receiving Party shall:

- a) Maintain all Confidential Information in strict confidence
- b) Use Confidential Information solely for authorized evaluation purposes
- c) Protect Confidential Information with the same degree of care used to protect its own most sensitive proprietary information, but in no event less than reasonable care

2 Permitted Disclosure

Confidential Information may be disclosed only to:

- a) Employees with a legitimate need to know
- b) Legal and financial advisors under professional confidentiality obligations
- c) Individuals who have executed comparable confidentiality agreements

3 Exclusions

Confidential Information shall not include information that:

- a) Was publicly available prior to disclosure
- b) Becomes publicly available through no fault of the Receiving Party
- c) Was independently developed without use of Confidential Information
- d) Was rightfully known by the Receiving Party prior to disclosure

3. INTELLECTUAL PROPERTY PROVISIONS

1 Ownership

All Confidential Information, including underlying intellectual property, shall remain the exclusive property of Nexus Intelligent Systems, Inc.

2 No License Granted

No license or rights are granted to the Receiving Party except for evaluation purposes, with express written consent from Nexus.

3 Return of Materials

Upon request, the Receiving Party shall:

- a) Return all Confidential Information
- b) Certify destruction of all copies and derivatives
- c) Provide written confirmation of compliance

4. REMEDIES

1 Injunctive Relief

The parties acknowledge that monetary damages may be inadequate to compensate for breaches, and Nexus shall be entitled to seek injunctive relief.

2 Liquidated Damages

In the event of a breach, the Receiving Party shall pay liquidated damages of \$250,000 per incident, representing a reasonable estimate of potential harm.

5. MISCELLANEOUS PROVISIONS

1 Governing Law

This Agreement shall be governed by the laws of the State of California.

2 Entire Agreement

This document constitutes the entire understanding between the parties regarding Confidential Information.

3 Amendment

No modification shall be effective unless executed in writing by authorized representatives of both parties.

6. SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

Date: January 22, 2024

[RECEIVING PARTY]

By:

Name:

Title:

Date: