

KEY PERSONNEL CONFIDENTIALITY AND NON-COMPETE AGREEMENT

PARTIES

This Key Personnel Confidentiality and Non-Compete Agreement (the "Agreement") is entered into by and between:

NEXUS INTELLIGENT SYSTEMS, INC., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 (the "Company")

AND

[EMPLOYEE NAME], an individual residing at [EMPLOYEE ADDRESS] (the "Executive")

RECITALS

WHEREAS, the Company is a leading enterprise AI services and predictive analytics firm specializing in advanced technological solutions for industrial and enterprise clients;

WHEREAS, the Executive is a critical employee with access to proprietary technological knowledge, strategic information, and confidential business methodologies;

WHEREAS, the Company desires to protect its legitimate business interests, trade secrets, 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, strategic, financial, and operational information of the Company, including but not limited to:

- a) Proprietary AI algorithms and machine learning models
- b) Client databases and engagement strategies
- c) Financial projections and business plans
- d) Research and development methodologies

e) Software source code and architectural designs

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

3 "Restricted Territory" shall mean the continental United States and any jurisdiction where the Company conducts substantial business operations.

2. CONFIDENTIALITY OBLIGATIONS

1 The Executive acknowledges that all Confidential Information is the exclusive property of the Company.

2 The Executive shall:

- a) Maintain strict confidentiality of all Confidential Information
- b) Not disclose such information to any third party
- c) Use Confidential Information solely for legitimate business purposes of the Company
- d) Implement reasonable protective measures to prevent unauthorized disclosure

3 Confidentiality obligations shall survive indefinitely, regardless of the manner of employment termination.

3. NON-COMPETE PROVISIONS

1 During the Restricted Period, the Executive shall not:

- a) Engage in any business directly competing with Nexus Intelligent Systems
- b) Provide consulting or advisory services to competitive enterprises
- c) Solicit any clients or employees of the Company
- d) Utilize any Confidential Information for competitive purposes

2 The non-compete restrictions shall apply within the Restricted Territory and shall be reasonably limited to protect the Company's legitimate business interests.

4. INTELLECTUAL PROPERTY

1 All intellectual property developed during employment shall be exclusively owned by the Company.

2 The Executive assigns and transfers all rights, title, and interest in such intellectual property to the Company.

3 The Executive agrees to execute any additional documentation required to perfect the Company's intellectual property rights.

5. REMEDIES

1 The Executive acknowledges that monetary damages may be inadequate to compensate for breaches of this Agreement.

2 The Company shall be entitled to seek injunctive relief in addition to monetary damages.

3 In the event of a breach, the Restricted Period shall be extended by the duration of such breach.

6. CONSIDERATION

1 As consideration for entering this Agreement, the Company shall provide:

- a) Continued employment
- b) Access to strategic opportunities
- c) Potential equity compensation
- d) Severance benefits as outlined in separate employment agreements

7. MISCELLANEOUS

1 This Agreement shall be governed by California law.

2 Any modifications must be in writing and signed by authorized representatives.

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

8. ACKNOWLEDGMENT

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

SIGNATURE BLOCK

EXECUTED this 22nd day of January, 2024.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

EXECUTIVE

[Employee Signature]

[Employee Name]

Witnessed by:

Legal Counsel