

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PARTIES

This Confidential Disclosure Agreement ("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 ("Disclosing Party")

AND

[COUNTERPARTY NAME], a [STATE OF INCORPORATION] corporation with principal offices at [FULL ADDRESS] ("Receiving Party")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. possesses proprietary and confidential information related to its AI-powered predictive maintenance platforms and enterprise digital transformation technologies;

WHEREAS, the Parties desire to explore a potential business relationship that may require the mutual exchange of Confidential Information;

WHEREAS, each Party wishes to protect the confidentiality of information disclosed during potential business discussions;

DEFINITIONS

0 "Confidential Information" shall mean:

- 1 All technical, financial, strategic, and operational information disclosed by the Disclosing Party
- 2 Proprietary algorithms, machine learning models, diagnostic tools
- 3 Business plans, customer lists, financial projections
- 4 Trade secrets, research and development materials
- 5 Any information marked confidential or reasonably understood to be confidential

0 "Excluded Information" means information that:

- 1 Was publicly available prior to disclosure

- 2 Becomes publicly available through no fault of the Receiving Party
- 3 Was known to Receiving Party prior to disclosure, with documented evidence
- 4 Is independently developed without use of Confidential Information

CONFIDENTIALITY OBLIGATIONS

0 Protection of Confidential Information

1 The Receiving Party shall:

- a) Protect Confidential Information with the same standard of care used to protect its own confidential materials
- b) Restrict access to Confidential Information to employees and advisors with a legitimate need to know
- c) Implement reasonable security measures to prevent unauthorized disclosure

0 Permitted Disclosures

1 Confidential Information may be disclosed:

- a) To employees who require the information for evaluation purposes
- b) To legal and financial advisors under professional confidentiality obligations
- c) As required by judicial or governmental order, with prior written notice

TERM AND TERMINATION

0 Agreement Duration

- 1 This Agreement shall remain in effect for five (5) years from the date of execution
- 2 Confidentiality obligations survive termination of the agreement

0 Return of Materials

1 Upon request, Receiving Party shall:

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

LIABILITY AND REMEDIES

0 Breach and Remedies

1 A breach of this Agreement may result in:

- a) Immediate injunctive relief
- b) Monetary damages
- c) Legal costs and attorney fees

0 Limitation of Liability

- 1 Maximum liability shall not exceed \$500,000 or actual damages, whichever is less
- 2 Excludes consequential, punitive, and indirect damages

MISCELLANEOUS PROVISIONS

0 Governing Law

- 1 This Agreement shall be governed by California law
- 2 Exclusive jurisdiction in Santa Clara County, California

0 Entire Agreement

- 1 This document constitutes the complete understanding between parties
- 2 Modifications must be in writing and signed by authorized representatives

SIGNATURES

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

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez
Chief Executive Officer

[COUNTERPARTY NAME]

By:

[Authorized Signatory Name]
[Title]