

INTELLECTUAL PROPERTY CONFIDENTIALITY AGREEMENT

PARTIES

This Intellectual Property Confidentiality Agreement (the "Agreement") is entered into as of January 22, 2024 (the "Effective Date") 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] corporation with principal offices at [ADDRESS] ("Receiving Party")

RECITALS

WHEREAS, Nexus Intelligent Systems, Inc. is a leading enterprise AI services and predictive analytics company specializing in advanced technological solutions for industrial and enterprise clients;

WHEREAS, the Disclosing Party possesses certain confidential and proprietary intellectual property related to its AI-powered predictive maintenance platforms and machine learning diagnostic tools;

WHEREAS, the Receiving Party desires to evaluate potential business opportunities that may require access to the Disclosing Party's confidential information;

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 technical, financial, strategic, and operational information disclosed by the Disclosing Party, including but not limited to:

- a) Source code and algorithmic designs
- b) Machine learning model architectures
- c) Proprietary predictive maintenance methodologies

- d) Business strategies and financial projections
- e) Customer and prospect databases
- f) Research and development documentation
- g) Trade secrets related to AI and analytics platforms

2 "Restricted Materials" shall specifically include any documentation, electronic files, presentations, or physical materials containing Confidential Information.

2. CONFIDENTIALITY OBLIGATIONS

1 Confidentiality Standard

The Receiving Party shall:

- a) Protect Confidential Information with the same degree of care used to protect its own most sensitive proprietary information
- b) Restrict access to Confidential Information to employees and advisors with a legitimate need to know
- c) Prevent unauthorized reproduction or distribution of Confidential Information

2 Permitted Disclosures

Confidential Information may be disclosed only:

- a) To employees directly involved in evaluation processes
- b) To legal and financial advisors under strict confidentiality
- c) As required by judicial or regulatory mandate, with prior written notice

3. INTELLECTUAL PROPERTY PROTECTIONS

1 No License Granted

This Agreement does not transfer or grant any intellectual property rights. All proprietary rights remain exclusively with Nexus Intelligent Systems, Inc.

2 Non-Circumvention

The Receiving Party agrees not to:

- a) Reverse engineer disclosed technologies
- b) Develop competing products based on Confidential Information
- c) Solicit employees or contractors of the Disclosing Party

4. TERM AND TERMINATION

1 Agreement Duration

This Agreement shall remain in effect for five (5) years from the Effective Date.

2 Survival Provisions

Confidentiality obligations shall survive termination and continue for seven (7) years following disclosure.

5. REMEDIES

1 Injunctive Relief

The parties acknowledge that monetary damages may be inadequate to remedy breaches. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief.

2 Liquidated Damages

In the event of a material breach, the Receiving Party shall pay liquidated damages of \$500,000 per incident.

6. 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 complete understanding between the parties regarding Confidential Information.

3 Amendments

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

7. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Confidentiality Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[COUNTERPARTY NAME]

By:

[Authorized Signatory]

[Title]