

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT - TECHNOLOGY TRANSFER

PARTIES

This Confidentiality and Non-Disclosure Agreement ("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 Innovation 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. is a leading enterprise AI services and predictive analytics company specializing in advanced technological solutions for industrial digital transformation;

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

WHEREAS, the parties desire to explore a potential technology transfer and strategic collaboration arrangement;

WHEREAS, during such potential collaboration, the Disclosing Party may provide Confidential Information to the Receiving Party;

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 the Disclosing Party, including but not limited to:

- a) Technical specifications of AI predictive maintenance algorithms
- b) Machine learning model architectures
- c) Source code and software development methodologies
- d) Business strategies and financial projections
- e) Customer and prospect lists
- f) Research and development documentation
- g) Trade secrets and intellectual property designs

2 "Restricted Period" shall mean five (5) years from the Effective Date of this Agreement.

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 disclosure or use of Confidential Information

2 Permitted Disclosures

Confidential Information may be disclosed only:

- a) To employees and contractors who require access for evaluation purposes
- b) With prior written consent of the Disclosing Party
- c) As required by judicial or governmental order, subject to prior notification

3. OWNERSHIP AND RESTRICTIONS

1 Intellectual Property

All Confidential Information remains the exclusive property of the Disclosing Party. No license or transfer of intellectual property rights is granted by this Agreement.

2 Restrictions

The Receiving Party shall not:

- a) Reverse engineer or attempt to replicate Confidential Information

- b) Use Confidential Information for purposes other than evaluation
- c) Remove or alter proprietary markings
- d) Reproduce Confidential Information without explicit authorization

4. RETURN OF MATERIALS

1 Upon written request or termination of potential collaboration, the Receiving Party shall:

- a) Return all Confidential Information
- b) Certify destruction of all copies and derivatives
- c) Provide written confirmation of compliance within ten (10) business days

5. REMEDIES

1 Injunctive Relief

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

2 Liquidated Damages

In the event of unauthorized disclosure, the Receiving Party shall pay liquidated damages of \$500,000 per incident, without prejudice to other available remedies.

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 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.

7. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Confidentiality and Non-Disclosure

Agreement as of the Effective Date.

NEXUS INTELLIGENT SYSTEMS, INC.

By:

Dr. Elena Rodriguez

Chief Executive Officer

[COUNTERPARTY NAME]

By:

[Authorized Signatory Name]

[Title]