NEXUS

NEXUS INDUSTRIAL GROUP, LLC
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MUTUAL NON-DISCLOSURE AGREEMENT.

TWO-WAY CONFIDENTIALITY

DOC NO.	VERSION	STATUS
NXS-LEGAL-NDA	1.0 · 2026	Draft for counsel review

This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Nexus Industrial Group, LLC, a Texas limited liability company ("Nexus"), and _____ ("Counterparty"). Nexus and Counterparty are each a "Party" and together the "Parties."

AGREEMENT DETAILS · COMPLETE BEFORE SIGNATURE

COUNTERPARTY (LEGAL ENTITY)	_____
COUNTERPARTY ADDRESS	_____
PURPOSE	_____
TERM	Two (2) years from the Effective Date unless another period is written here: _____

01 SECTION — PURPOSE

The Parties wish to exchange information to evaluate, negotiate, or carry out a potential or existing business relationship described in the Agreement details (the "Purpose"). This Agreement governs that exchange.

02

SECTION

CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information disclosed by one Party ("Discloser") to the other ("Recipient"), in any form, that is marked confidential or that a reasonable person would understand to be confidential. It includes technical data, drawings, specifications, software, source code, pricing, costs, customer and supplier information, business plans, and the existence and terms of discussions between the Parties.

03

SECTION

EXCLUSIONS

Confidential Information does not include information that Recipient can show:

- is or becomes publicly available through no fault of Recipient;
- was lawfully known to Recipient without restriction before disclosure;
- is lawfully received from a third party without a duty of confidentiality; or
- is independently developed by Recipient without use of the Discloser's Confidential Information.

04

SECTION

OBLIGATIONS

Recipient will use Confidential Information only for the Purpose, protect it with at least the care it uses for its own similar information and no less than reasonable care, and disclose it only to its employees, officers, contractors, and professional advisers who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement. Recipient is responsible for any breach by those persons.

Recipient will not reverse engineer, decompile, or analyze the composition of any samples, prototypes, or software provided by Discloser, except as needed for the Purpose and authorized in writing.

05

SECTION

REQUIRED DISCLOSURE

Recipient may disclose Confidential Information when required by law, regulation, or court order, provided it gives Discloser prompt written notice where legally permitted, reasonably cooperates with any effort to obtain protective treatment, and discloses only the portion required.

06

SECTION

RETURN OR DESTRUCTION

On Discloser's written request or at the end of the Term, Recipient will promptly return or destroy all Confidential Information and confirm this in writing. Recipient may keep copies in routine backups or as required by law, which remain subject to this Agreement.

07

SECTION

TERM

This Agreement covers disclosures made during the Term stated in the Agreement details. Recipient's obligations for each item of Confidential Information continue for three (3) years after the end of the Term, and for trade secrets, for as long as the information remains a trade secret under applicable law.

08

SECTION

NO LICENSE OR OBLIGATION

All Confidential Information remains the property of Discloser. No license or other right is granted except the limited right to use it for the Purpose. Neither Party is required to disclose any information or to enter into any further agreement. Confidential Information is provided "as is," without warranty of any kind.

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SECTION

REMEDIES

Unauthorized use or disclosure may cause irreparable harm for which money damages are inadequate. Discloser is entitled to seek injunctive relief, without posting bond, in addition to any other remedy available at law or in equity.

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SECTION

GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas.

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SECTION

GENERAL

This Agreement is the entire agreement on its subject matter and supersedes prior agreements on it. It may be amended only in writing signed by both Parties. Neither Party may assign it without the other's written consent, except to a successor of its entire business. If a provision is held unenforceable, the remainder stays in effect. Counterparts and recognized electronic signatures are enforceable as originals.

EXECUTION

SIGNATURES.

NEXUS INDUSTRIAL GROUP, LLC	COUNTERPARTY:
SIGNATURE	SIGNATURE
PRINTED NAME	PRINTED NAME
TITLE	TITLE
DATE	DATE