

EMPLOYMENT NON-DISCLOSURE & NON-SOLICITATION AGREEMENT

NEXA TECHNOLOGIES INC. | CONFIDENTIAL



Document No. NTI-NDA-2025-047

Agreement Details

Effective Date: July 14, 2025

Agreement No.: NTI-NDA-2025-047

Jurisdiction: State of Delaware, USA

Governing Law: Delaware General Laws

Employer: Nexa Technologies Inc.

Employee: Jordan M. Calloway

Position: Senior Product Engineer

Department: Platform Engineering

Important: This Agreement takes effect on the Employee's first day of employment or the Effective Date stated above, whichever is earlier. Please read all provisions carefully before signing.

This **Employment Non-Disclosure and Non-Solicitation Agreement** (the “**Agreement**”) is entered into as of **July 14, 2025** (the “**Effective Date**”), by and between:

EMPLOYER

Nexa Technologies Inc.
a Delaware corporation

Principal Office:

1450 Innovation Drive, Suite 800
Wilmington, DE 19801, USA

EIN: 47-0012983

Contact: hr@nexatechnologies.com

EMPLOYEE

Jordan M. Calloway
Individual

Address:

88 Cresthaven Lane, Apt 4C
Wilmington, DE 19802, USA

SSN (last 4): —7741

Phone: (302) 555-0188

Each individually referred to as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, Employer is engaged in the development and commercialisation of enterprise-grade cloud infrastructure software and related services; and

WHEREAS, Employer desires to employ Employee in the capacity stated above and, in connection with such employment, will disclose to Employee certain Confidential Information (as defined herein); and

WHEREAS, the Parties wish to set forth their mutual obligations with respect to confidentiality, intellectual property, and post-employment restrictions;

NOW, THEREFORE, in consideration of the employment and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. “Confidential Information”

The term “**Confidential Information**” means any and all non-public data, information, or material disclosed by Employer to Employee (or which Employee otherwise obtains during the course of employment) that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- (a) source code, algorithms, software architectures, technical specifications, and engineering documentation;
- (b) business strategies, product roadmaps, pricing models, and financial forecasts;
- (c) customer lists, customer data, and vendor information;
- (d) personnel records, compensation structures, and internal communications;
- (e) research and development data, pending patent applications, and trade secrets;
- (f) any information marked “Confidential,” “Proprietary,” or “Internal Use Only.”

1.2. Exclusions

Confidential Information does not include information that:

- (i) is or becomes publicly available through no breach of this Agreement by Employee;
- (ii) was rightfully known to Employee prior to disclosure by Employer, as evidenced by contemporaneous written records;
- (iii) is independently developed by Employee without use of or reference to Confidential Information; or
- (iv) is required to be disclosed by applicable law or a valid court order, provided Employee gives Employer prompt prior written notice and cooperates with Employer in seeking a protective order.

1.3. Other Defined Terms

- “**Competing Business**” means any entity that develops, markets, or sells cloud infrastructure management, DevOps automation, or enterprise platform software that directly competes with Nexa Technologies Inc.’s products or services.
- “**Restricted Period**” means the period commencing on the Termination Date and continuing for twenty-four (24) months thereafter.
- “**Territory**” means the United States of America and Canada.
- “**Work Product**” means any invention, discovery, development, improvement, process, software, design, or creation that Employee conceives, reduces to practice, or authors during the term of employment.

2. Confidentiality Obligations

2.1. Non-Disclosure

During and after the term of employment, Employee shall hold all Confidential Information in strict confidence and shall not, directly or indirectly:

- [1] disclose, reveal, or publish any Confidential Information to any third party without Employer's prior written consent;
- [2] use any Confidential Information for any purpose outside the scope of Employee's authorised duties at Nexa Technologies Inc.;
- [3] reproduce, copy, or otherwise duplicate any Confidential Information except as strictly required by Employee's job responsibilities; or
- [4] assist any other person or entity in obtaining or using Confidential Information.

2.2. Standard of Care

Employee shall protect Confidential Information using at least the same degree of care used to protect Employee's own confidential information, and in no event less than reasonable care. Employee shall promptly notify the Employer's Legal Department upon discovery of any unauthorised disclosure or suspected breach of this Agreement.

2.3. Permitted Disclosures

Disclosure is permitted to employees or authorised contractors of Employer who have a legitimate need to know and who are bound by substantially similar confidentiality obligations. Employee remains responsible for any breach by such recipients.

Survival: The confidentiality obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement and the cessation of Employee's employment for a period of five (5) years, or indefinitely with respect to information constituting a trade secret under applicable law.

3. Intellectual Property and Work Product

3.1. Assignment of Work Product

Employee hereby irrevocably assigns to Employer all right, title, and interest, including all intellectual property rights, in and to any Work Product made or conceived by Employee (alone or jointly) during the term of employment and that:

- (a) relates to the actual or reasonably anticipated business of Employer; or
- (b) results from or is suggested by any task assigned to Employee; or
- (c) is developed using Employer's resources, equipment, data, or facilities.

3.2. Moral Rights Waiver

To the maximum extent permitted by law, Employee waives any and all moral rights, artist's rights, or droit moral with respect to Work Product assigned hereunder.

3.3. Prior Inventions

Employee represents that any inventions or intellectual property created prior to employment ("**Prior Inventions**"), if any, are listed in **Exhibit A** attached hereto. No ownership interest in Prior Inventions is transferred to Employer by this Agreement.

3.4. Cooperation

Employee agrees to execute any additional documents and take all actions reasonably requested by Employer to perfect, record, or enforce Employer’s rights in Work Product, including executing patent applications, assignments, and copyright registrations.

4. Non-Solicitation of Employees and Clients

4.1. Non-Solicitation of Employees

During the term of employment and throughout the Restricted Period, Employee shall not, directly or indirectly, on Employee’s own behalf or on behalf of any third party:

- (a) solicit, recruit, induce, or attempt to induce any employee or independent contractor of Employer to terminate their relationship with Employer;
- (b) hire or engage any such person who was employed or engaged by Employer at any time during the twelve (12) months preceding the Termination Date; or
- (c) assist any Competing Business in soliciting or hiring Employer’s personnel.

4.2. Non-Solicitation of Clients and Prospects

During the term of employment and throughout the Restricted Period, Employee shall not, directly or indirectly:

- (a) solicit or contact any customer, client, or prospective client of Employer with whom Employee had material contact during the twenty-four (24) months preceding the Termination Date, for the purpose of offering goods or services competitive with those of Employer;
- (b) encourage any customer or client to reduce or terminate its relationship with Employer; or
- (c) divert or attempt to divert any business from Employer to any Competing Business.

4.3. Non-Interference with Vendors

Employee shall not, during the Restricted Period, induce any vendor, supplier, or business partner of Employer to alter or terminate its commercial relationship with Employer in a manner adverse to Employer’s interests.

5. Severance and Enforcement

5.1. Garden Leave and Severance

 Severance Terms at a Glance		
Trigger Event	Condition	Severance Pay
Termination Without Cause	After 12 months’ service	3 months’ base salary
Termination Without Cause	After 36 months’ service	6 months’ base salary
Redundancy / Reduction in Force	Any tenure	4 months’ base salary
Resignation by Employee	Voluntary; no breach	Nil
Termination for Cause	Material breach of Agreement	Nil; legal remedies reserved

Severance payments are conditioned upon Employee's execution of a mutual release and continued compliance with all post-employment obligations under this Agreement. Employer reserves the right to place Employee on Garden Leave during any notice period, during which Employee's salary and benefits shall continue but Employee shall not be required to perform duties.

5.2. Reasonableness of Restrictions

Employee acknowledges that the restrictions contained in Sections 2, 3, and 4 are reasonable and necessary to protect Employer's legitimate business interests, considering the nature of the role, access to Confidential Information, and the competitive landscape of the technology sector. Employee further acknowledges receipt of adequate consideration.

5.3. Injunctive Relief

Employee agrees that any breach of Sections 2 or 4 would cause irreparable harm to Employer for which monetary damages would be an inadequate remedy, and Employer shall therefore be entitled to seek injunctive or other equitable relief in addition to all other remedies available at law or in equity, without the requirement to post a bond.

5.4. Severability and Blue-Pencil

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect. In particular, if the Restricted Period or Territory is deemed excessive, the court may reduce it to the maximum enforceable scope.

6. General Provisions

6.1. Return of Property

Upon termination of employment or upon Employer's written request at any time, Employee shall promptly return all Employer property, including all documents, electronic files, equipment, access credentials, and any materials containing Confidential Information, and shall permanently delete any Confidential Information stored on personal devices or accounts.

6.2. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts-of-law principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware for any dispute arising under this Agreement, except that either Party may seek emergency injunctive relief in any court of competent jurisdiction.

6.3. Entire Agreement; Amendments

This Agreement, together with any exhibits hereto and Employee's offer letter, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions or understandings. No amendment shall be effective unless made in writing and signed by authorised representatives of both Parties.

6.4. Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such Party's right to enforce that or any other provision in the future.

6.5. Assignment

This Agreement shall inure to the benefit of Employer and its successors and assigns. Employee may not assign this Agreement or any obligations hereunder without Employer's prior written consent.

6.6. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall be deemed valid and binding to the same extent as original ink signatures under applicable e-signature legislation.

Exhibit A — Prior Inventions Disclosure

Instructions: List below any inventions, software, creative works, or intellectual property created prior to employment that Employee wishes to exclude from the scope of Section 3. If none, write “None.”

#	Description of Prior Invention	Date Created
1	Open-source CLI tool for Docker container orchestration (“Kontrol”)	Jan 2023
2	Personal portfolio website and blog engine (MIT licensed)	Sep 2021
3	(None further)	—

Signatures

By signing below, each Party agrees to be bound by the terms of this Agreement.

NEXA TECHNOLOGIES INC.

Signature

Printed Name: Rachel A. Donovan

Title: Chief People Officer

Date: _____

WITNESS (Employer Side)

Signature

Printed Name: _____

Date: _____

EMPLOYEE

Signature

Printed Name: Jordan M. Calloway

Title: Senior Product Engineer

Date: _____

WITNESS (Employee Side)

Signature

Printed Name: _____

Date: _____