Arbitration & Dispute Resolution Agreement

Case No.: ADR-2025-0471
Effective: July 24, 2025
Seat: New York, NY

Binding Arbitration | Confidential Settlement

CLAIMANT

Nexa Solutions Inc.
A Delaware corporation
88 Commerce Drive, Suite 400
New York, NY 10013
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legal@nexasolutions.com
Represented by:
Margaret L. Harrington, Esq.
Harrington & Cole LLP

RESPONDENT

Meridian Group LLC
A California limited liability company
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+1 (415) 892-3300
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Represented by:
David K. Osei, Esq.
Osei, Patel & Vance LLP

RECITALS. This Arbitration and Dispute Resolution Agreement (this **"Agreement"**) is entered into as of **July 24, 2025** (the **"Effective Date"**), by and between **Nexa Solutions Inc.** (**"Claimant"**) and **Meridian Group LLC** (**"Respondent"**), collectively referred to herein as the **"Parties"**.

WHEREAS, the Parties entered into a Master Software Services Agreement dated January 10, 2024 (the **"Underlying Agreement"**), under which Claimant agreed to develop, license, and maintain a proprietary enterprise analytics platform for Respondent; and

WHEREAS, a dispute has arisen between the Parties concerning alleged material breaches, unpaid invoices in the aggregate amount of **USD $847,500**, and competing intellectual property ownership claims related to the platform (the **"Dispute"**); and

WHEREAS, the Parties desire to resolve the Dispute through binding arbitration rather than litigation, and to provide a framework for a potential negotiated settlement;

NOW, THEREFORE, in consideration of the mutual covenants 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. Agreement to Arbitrate

1. **Binding Arbitration.** The Parties irrevocably agree that any and all claims, controversies, or disputes arising out of or relating to the Underlying Agreement, its breach, termination, enforcement, interpretation, or validity, including the determination of the scope or applicability of this Agreement, shall be submitted to and finally resolved by binding arbitration administered

by the **American Arbitration Association** (the **"AAA"**) under its Commercial Arbitration Rules and Mediation Procedures, as modified by the terms of this Agreement.

2. **Seat and Governing Law.** The seat of arbitration shall be **New York, New York**. The arbitration shall be governed by and construed in accordance with the laws of the **State of New York**, without regard to its conflict-of-laws principles. The Federal Arbitration Act, 9 U.S.C. §§ 1–16, shall govern the enforceability of this Agreement.
3. **Language.** All arbitral proceedings and submissions shall be conducted exclusively in the **English language**.
4. **Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DISPUTE.**
5. **Class Action Waiver.** The Parties agree that any arbitration shall be conducted on an *individual basis only*. Neither Party shall have the right to consolidate claims or participate in a class, collective, or representative action.

2. Arbitration Panel & Procedures

1. **Number of Arbitrators.** Given the amount in controversy exceeding USD $500,000, the arbitration shall be conducted by a panel of **three (3) arbitrators**: one nominated by each Party and the third (the **"Presiding Arbitrator"**) selected by mutual agreement of the two party-nominated arbitrators, or failing agreement within fifteen (15) days, by the AAA.
2. **Qualifications.** Each arbitrator shall have at least **fifteen (15) years** of professional experience in commercial law, software licensing, or intellectual property matters, and shall not have any material conflict of interest with either Party.
3. **Preliminary Conference.** Within ten (10) days of the constitution of the panel, the arbitrators shall convene a preliminary conference to establish:
   (a) A binding procedural timetable;
   (b) The scope of permissible discovery and document exchange;
   (c) Rules governing expert witness testimony; and
   (d) A hearing schedule targeting commencement within **120 days** of the panel's constitution.
4. **Discovery.** Discovery shall be limited to:
   - Exchange of all documents and communications directly related to the Dispute (not to exceed 3,000 pages per side absent panel order);
   - Two (2) factual depositions per Party, each capped at seven (7) hours;
   - Written interrogatories limited to twenty (20) per Party; and
   - One (1) expert witness per Party, with concurrent expert sessions encouraged by the panel.
5. **Interim Relief.** Either Party may seek interim injunctive or conservatory relief from the arbitral panel or, where necessary to preserve rights pending constitution of the panel, from any court of competent jurisdiction. Application to a court shall not be deemed a waiver of the agreement to arbitrate.

3. Claims in Dispute & Financial Summary

The table below summarises the principal claims submitted to arbitration as of the Effective Date. All amounts are in United States Dollars (USD).

Claim Ref.	Category	Description	Amount (USD)
ADR-C-001	Unpaid Invoices	Platform dev. milestones M4–M7, Oct–Dec 2024	$412,000
ADR-C-002	Unpaid Invoices	Annual maintenance fee, Q1 2025	$85,500
ADR-C-003	Unpaid Invoices	Consulting services, 340 hours @ $1,030/hr	$350,000
ADR-C-004	Consequential	Lost business opportunity, Synapse contract	$200,000
ADR-C-005	IP Ownership	Licensing of Nexa DataCore module v2.1	Declaratory
ADR-C-006	IP Ownership	Attribution of custom ML pipeline codebase	Declaratory
Total Monetary Claims (Claimant)			**$1,047,500**
ADR-R-001	Counterclaim	Defective platform deliverables, penalty	$150,000
ADR-R-002	Counterclaim	Breach of exclusivity clause, Sec. 7.2	$50,000
Total Counterclaims (Respondent)			**$200,000**
Net Amount in Controversy			**$847,500**

⚠ **Note:** The amounts above represent the Parties' respective stated positions as submitted. The arbitral panel shall have full authority to award lesser, greater, or no monetary relief, and to grant declaratory and injunctive remedies as warranted by the evidence and applicable law.

4. Mediation & Pre-Arbitration Settlement Protocol

1. **Mandatory Mediation Step.** Before the arbitral hearing commences, the Parties shall participate in at least one (1) formal mediation session, lasting no fewer than four (4) hours, conducted by a neutral mediator mutually agreed upon or, failing agreement, appointed by JAMS within twenty (20) days of a Party's written request.
2. **Settlement Authority.** Each Party's representative attending mediation shall have full settlement authority. Attendance by outside counsel alone without an authorised business representative shall constitute a material breach of this section.
3. **Confidentiality of Settlement Discussions.** All statements, offers, counteroffers, and concessions made during mediation and any pre-hearing settlement negotiations:
   (a) Shall be deemed confidential and without prejudice;
   (b) May not be introduced as evidence in the arbitration or any subsequent judicial proceeding; and
   (c) Shall not be disclosed to any third party without written consent of both Parties.
4. **Settlement Agreement.** If the Parties reach a settlement, they shall execute a written settlement agreement (the "**Settlement Agreement**"). Upon execution, the Parties shall request the arbitral panel to issue a consent award incorporating the terms of such Settlement Agreement, which shall be enforceable as a final arbitral award under the New York Convention of 1958.

5. Arbitral Award

1. **Form of Award.** The arbitral panel shall issue a written, reasoned award within **thirty (30) days** following the close of hearings. The award shall state the factual findings, legal conclusions, and the relief granted or denied with respect to each claim and counterclaim.
2. **Scope of Relief.** The panel is authorised to award:
   (a) Compensatory damages, including direct, consequential, and incidental damages where permitted by law;
   (b) Pre-award and post-award interest at the rate prescribed by N.Y. CPLR § 5004 (currently nine percent (9%) per annum);
   (c) Specific performance or injunctive relief;
   (d) Declaratory judgments concerning IP ownership and licensing rights; and
   (e) Costs and reasonable attorneys' fees where a claim or defence is found to be frivolous or made in bad faith.
3. **Finality.** The award shall be final and binding upon the Parties. The Parties waive any right of appeal to the fullest extent permitted by law. Judgment upon the award may be entered in any court of competent jurisdiction.
4. **Allocation of Costs.** Arbitration fees and expenses of the AAA and the arbitrators shall be borne equally by the Parties, subject to reallocation by the panel in the final award. Each Party shall initially bear its own attorneys' fees and costs unless the panel determines otherwise.

6. Confidentiality

1. **Confidential Treatment.** The existence of the Dispute, the arbitration proceedings, all pleadings, evidence, testimony, and the content of the award shall be treated as strictly confidential by both Parties and their respective counsel, officers, directors, employees, and agents.
2. **Permitted Disclosures.** Disclosure is permitted solely:
   (a) To enforce or challenge the award in a court of competent jurisdiction;
   (b) As required by applicable law, regulatory mandate, or stock exchange rules, provided the disclosing Party gives the other Party at least five (5) business days' prior written notice; or
   (c) To the Parties' auditors, insurers, or financial advisers under appropriate confidentiality obligations.
3. **Remedies for Breach.** The Parties acknowledge that breach of this Section 6 would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek immediate injunctive relief without bond or other security.

7. General Provisions

1. **Integration.** This Agreement constitutes the entire agreement between the Parties with respect to the arbitration of the Dispute and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the same subject matter.
2. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.
3. **Amendments.** No amendment or modification of this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.
4. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Electronic signatures transmitted in PDF format shall have the same legal effect as original ink signatures pursuant to the E-SIGN

Act and applicable state law.

5. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by (a) hand delivery with signed receipt, (b) nationally recognised overnight courier, or (c) email with confirmation of receipt to the addresses set out in the preamble above.
6. **Survival.** The obligations of confidentiality set forth in Section 6 and the arbitration agreement in Section 1 shall survive the termination or expiration of this Agreement for a period of **ten (10) years**.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

NEXA SOLUTIONS INC.
A Delaware Corporation

Authorised Signatory

Printed Name

Title

Date

MERIDIAN GROUP LLC
A California Limited Liability Company

Authorised Signatory

Printed Name

Title

Date

COUNSEL ACKNOWLEDGEMENT

The undersigned counsel confirm that they have advised their respective clients regarding the legal consequences of this Agreement, including the waiver of jury trial and class action rights set forth in Section 1, and that each client has executed this Agreement voluntarily and with full understanding of its terms.

Counsel for Claimant:

Margaret L. Harrington, Esq.
Harrington & Cole LLP
Bar No. NY-284450

Counsel for Respondent:

David K. Osei, Esq.
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Bar No. CA-197632

This document constitutes a legally binding agreement. The Parties are advised to retain a copy for their records.
Case No. ADR-2025-0471 • American Arbitration Association • New York, New York • Effective July 24, 2025