🔒 MUTUAL NON-DISCLOSURE AGREEMENT

EFFECTIVE DATE: MARCH 3, 2026

PARTY A: NEXA ROBOTICS, INC. | **PARTY B: VERTEX ANALYTICS LLC**

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of March 3, 2026 (the "Effective Date"), by and between:

Nexa Robotics, Inc., a Delaware corporation, having its principal place of business at 240 Foundry Street, Wilmington, DE 19801 ("**Nexa**"), and

Vertex Analytics LLC, a California limited liability company, having its principal place of business at 88 Marina Boulevard, Suite 500, San Francisco, CA 94105 ("**Vertex**").

Nexa and Vertex may each be referred to individually as a "**Party**" and collectively as the "**Parties**." Because either Party may act as both a discloser and a recipient of confidential information under this Agreement, each Party is at all times both a "**Disclosing Party**" (with respect to information it discloses) and a "**Receiving Party**" (with respect to information it receives).

RECITALS

WHEREAS, Nexa designs and manufactures autonomous mobile robot ("AMR") fleets and fleet-orchestration software for warehouse and distribution-center automation;

WHEREAS, Vertex develops supply-chain forecasting and inventory-optimization software marketed under its Atlas platform;

WHEREAS, the Parties wish to explore a potential strategic collaboration to integrate Nexa's fleet-orchestration software with Vertex's Atlas platform, including a possible joint pilot deployment with a shared logistics customer (the "**Purpose**"), as further described in **Exhibit A**; and

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential and proprietary information that the disclosing Party wishes to protect against unauthorized use or disclosure;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Purpose

This Agreement governs the disclosure of Confidential Information (as defined below) by either Party to the other solely in connection with the Purpose. Nothing in this Agreement shall be construed to grant either Party any rights in or license to the Confidential Information of the other Party except as expressly set forth herein, nor shall it obligate either Party to disclose any particular information or to enter into any further agreement, transaction, or business relationship with the other Party.

SECTION 2. Definition of Confidential Information

"Confidential Information" means any information disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether disclosed orally, in writing, electronically, visually, or by any other means, and whether or not marked, designated, or identified as confidential, that a reasonable person would understand to be confidential or proprietary given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

(a) technical data, source code, algorithms, system architectures, engineering drawings, prototypes, and test results, including Nexa's fleet-orchestration control logic and Vertex's Atlas forecasting models;

(b) business and marketing plans, product roadmaps, financial projections, pricing, and customer or supplier lists;

(c) trade secrets, know-how, and research and development activities;

(d) the existence, status, and substance of the Parties' discussions regarding the Purpose; and

(e) any notes, analyses, compilations, summaries, or other materials prepared by the Receiving Party that contain or are derived from the foregoing (collectively, "**Derivative Materials**").

Information disclosed orally or visually shall be considered Confidential Information if identified as confidential at the time of disclosure and summarized in a written notice delivered to the Receiving Party within fifteen (15) business days thereafter; provided that the Receiving Party's obligations attach from the moment of disclosure regardless of whether such written summary is ultimately provided, so long as the nature of the information would reasonably have put the Receiving Party on notice of its confidential character.

SECTION 3. Exclusions from Confidential Information

Confidential Information does not include information that the Receiving Party can demonstrate, through contemporaneous written records:

Table 1: Exclusions from Confidential Information

Exclusion	Description
Public Domain	Is or becomes generally available to the public through no act or omission of the Receiving Party in breach of this Agreement.
Prior Possession	Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, free of any confidentiality obligation.
Independent Development	Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
Third-Party Disclosure	Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation owed to the Disclosing Party.
Legally Compelled	Is required to be disclosed by applicable law, regulation, or valid order of a court or governmental authority, subject to Section 5(b).

The burden of establishing the applicability of an exclusion under this Section rests with the Receiving Party asserting it. General or academic knowledge available in the industry, standing alone, is not sufficient to establish that specific Confidential Information falls within the Public Domain or Prior Possession exclusions [2].

SECTION 4. Obligations of the Receiving Party

The Receiving Party shall:

(a) use the Disclosing Party's Confidential Information solely in connection with the Purpose and for no other purpose whatsoever;

(b) hold the Disclosing Party's Confidential Information in strict confidence, using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, and in no event less than a reasonable degree of care;

(c) not disclose the Disclosing Party's Confidential Information to any third party, except as permitted under Section 5; and

(d) promptly notify the Disclosing Party in writing upon discovery of any unauthorized use or disclosure of Confidential Information, and cooperate in good faith with the Disclosing Party's reasonable efforts to regain possession of such information and prevent its further unauthorized use.

4.1 Standard of Care. The obligations of confidentiality set forth in this Section shall apply equally to Derivative Materials prepared by the Receiving Party, which shall be treated with the same degree of care as the underlying Confidential Information from which they were derived.

SECTION 5. Permitted Disclosures

5.1 Representatives. The Receiving Party may disclose the Disclosing Party's Confidential Information to its directors, officers, employees, and contractors who have a demonstrable need to know such information in connection with the Purpose ("**Representatives**"), provided that each such Representative is bound by written confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement. The Receiving Party shall remain fully responsible for any breach of this Agreement by its Representatives as though such breach were committed by the Receiving Party itself.

5.2 Compelled Disclosure. If the Receiving Party becomes legally compelled to disclose any Confidential Information, it shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall cooperate, at the Disclosing Party's expense, with the Disclosing Party's efforts to obtain confidential treatment for the disclosed information.

5.3 Affiliates. Either Party may disclose Confidential Information to its corporate affiliates for purposes consistent with this Agreement, provided that such affiliates are bound by confidentiality obligations no less protective than those contained herein and the disclosing Party remains liable for any breach by such affiliate.

SECTION 6. Term and Survival

6.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years (the "Term"), unless earlier terminated by either Party upon thirty (30) days' prior written notice to the other Party.

6.2 Survival of Confidentiality Obligations. Notwithstanding termination or expiration of this Agreement, each Party's obligations of confidentiality and non-use with respect to Confidential Information disclosed during the Term shall survive for a period of five (5) years from the date of the applicable disclosure, except that obligations with respect to information qualifying as a trade secret under applicable law shall survive for as long as such information remains a trade secret.

6.3 Termination of Discussions. Either Party may terminate discussions regarding the Purpose at any time, for any reason or no reason, without liability to the other Party, provided that such termination shall not relieve either Party of its obligations under this Agreement with respect to Confidential Information already disclosed.

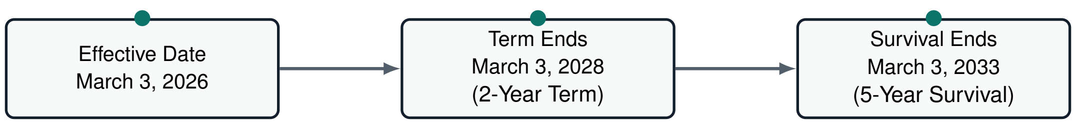

Figure 1: Term and Survival Timeline

SECTION 7. Return or Destruction of Confidential Information

Upon the Disclosing Party's written request, or upon termination or expiration of this Agreement, the Receiving Party shall promptly, and in any event within thirty (30) days, return or destroy all Confidential Information of the Disclosing Party in its possession or control, including all copies, extracts, and Derivative Materials, and shall certify such return or destruction in writing signed by an authorized officer of the Receiving Party. Notwithstanding the foregoing, the Receiving Party may retain one (1) archival copy of Confidential Information in its legal or compliance files solely to the extent required to comply with applicable law or bona fide document-retention policies, provided that such retained copy remains subject to the confidentiality obligations of this Agreement for as long as it is retained, and provided further that backup copies retained on routine electronic backup systems that are not readily accessible for active use need not be purged, so long as they remain subject to the confidentiality obligations herein.

SECTION 8. No License; No Warranty; No Obligation

8.1 No License. Nothing in this Agreement shall be construed as granting either Party any right or license, by implication, estoppel, or otherwise, under any patent, copyright, trademark, trade secret, or other intellectual property right of the other Party.

8.2 No Warranty. All Confidential Information is provided "AS IS." Neither Party makes any representation or warranty, express or implied, as to the accuracy, completeness, or fitness for any particular purpose of any Confidential Information disclosed under this Agreement.

8.3 No Obligation to Proceed. Nothing in this Agreement obligates either Party to disclose any particular information, to proceed with any transaction relating to the Purpose, or to continue discussions with the other Party. Neither this Agreement nor the Parties' discussions shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

SECTION 9. Remedies

Each Party acknowledges that unauthorized use or disclosure of the other Party's Confidential Information may cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the non-breaching Party shall be entitled to seek injunctive relief, specific performance, or other equitable relief to prevent or restrain any actual or threatened breach of this Agreement, without the necessity of posting a bond or proving actual damages [1]. The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party.

SECTION 10. General Provisions

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware for any dispute arising out of or relating to this Agreement.

10.2 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight courier, or by email with confirmation of receipt, to the addresses set forth in the preamble or such other address as a Party may designate in writing, and shall be deemed given upon actual receipt.

10.3 Assignment. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement without consent in connection with a merger, acquisition, or sale of substantially all of its assets, provided the assignee agrees in writing to be bound by the terms of this Agreement.

10.4 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning the confidentiality of information disclosed in connection with the Purpose. This Agreement may be amended only by a written instrument signed by both Parties.

10.5 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures delivered by electronic means, including scanned PDF or recognized electronic-signature platforms, shall be deemed original signatures for all purposes.

10.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving the Parties' original intent.

10.7 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or any other right [3].

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

NEXA ROBOTICS, INC.

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By: Miriam Ostrander
Title: VP, Corporate Development
Date: ____________________

VERTEX ANALYTICS LLC

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By: Daniel Whitfield
Title: Chief Strategy Officer
Date: ____________________

EXHIBIT A — PURPOSE OF DISCUSSIONS

The Parties anticipate that discussions under this Agreement may include, without limitation:

- Technical evaluation of API compatibility between Nexa's Fleet Orchestration Engine and Vertex's Atlas Forecasting Platform;
- Discussion of a potential joint pilot deployment with a shared logistics customer;
- Exchange of product roadmaps, architecture diagrams, and performance benchmarks relevant to warehouse automation and inventory forecasting; and
- Preliminary discussion of commercial and licensing terms for a potential integration partnership.

References

[1] National Conference of Commissioners on Uniform State Laws. *Uniform Trade Secrets Act: Annotated Commentary*. Apex Legal Publishing, 2023.

[2] James Pooley. *Trade Secrets: A Practitioner's Guide*. Meridian Law Press, 3rd edition, 2024.

[3] Daniel Whitfield and Miriam Ostrander. Mutual confidentiality frameworks in cross-industry technology partnerships. *Journal of Commercial Contract Law*, 12(2):88–104, 2025.