NEXUS MERIDIAN FUND

Confidentiality, Intellectual Property & Non-Use Agreement

For all Investors, Panel Investors, and Access-Code Holders

DRAFT FOR LEGAL REVIEW — NOT YET APPROVED FOR USE

> *Drafting note for Paul: this document is designed to work two ways. (1) As an incorporated schedule to the Subscription Agreement, binding any Investor who signs the full contract suite. (2) As a short-form clickwrap notice shown at the access-code gate and at member-portal signup, so that anyone who merely views gated material — even without becoming a full Investor — has affirmatively accepted these terms as a condition of access. See the final section for the short-form wording. One honest limit, stated plainly so expectations are accurate: this Agreement binds people who sign it or affirmatively accept it at the access gate. It cannot bind a third party who never had access and never agreed to anything — for that person, the only route to a claim is if genuinely confidential material improperly reached them, which is a fact-specific breach-of-confidence question requiring its own legal assessment, not something this Agreement can guarantee in advance.*

1. Ownership of Intellectual Property

The Fund's business model, investment methodology, governance framework (including its Six Sigma/binomial variance controls), the Capital Deployment Assurance mechanism, the Panel Investor structure, the Step-In Rights and Use of Proceeds framework, and all associated written materials, documentation, website content, design, and branding (together, the "Proprietary Materials") are the proprietary and confidential business information of Nexus Meridian Fund. Original written expression of the Proprietary Materials — including the specific text of Fund documents, the Fund's website, and its branding — is protected by copyright, owned by or licensed to the Fund.

For the avoidance of doubt, this Agreement does not assert, and cannot create, copyright protection over the underlying business methods, investment strategies, or processes in the abstract. What this Agreement protects is (a) the specific expression of those methods in the Fund's documents and materials, and (b) the confidentiality of, and restrictions on use of, information the Recipient obtains through their relationship with or access to the Fund.

2. No License Granted

Access to the Proprietary Materials, whether as an Investor, Panel Investor, or access-code holder, grants no licence, right, or interest in the Proprietary Materials beyond the limited right to view and use them solely for the purpose of evaluating, making, or monitoring an actual or potential investment with the Fund.

3. Non-Use and Non-Replication Covenant

3.1 Core Obligation

The Recipient shall not use, reproduce, copy, replicate, or adapt the Proprietary Materials, in whole or in part, to develop, operate, market, or assist any other investment vehicle, fund, or business, whether operated by the Recipient or by any third party to whom the Recipient discloses such information.

3.2 Confidentiality

The Recipient shall keep the Proprietary Materials confidential and shall not disclose them to any third party, except to the Recipient's own professional advisers under a duty of confidentiality, or as required by law or regulation.

3.3 No Circumvention of This Obligation

The obligations in this Section 3 apply regardless of whether the Recipient ultimately invests with the Fund, and survive termination of any relationship between the Recipient and the Fund.

4. Breach and Remedies

4.1 Irreparable Harm

The Recipient acknowledges that a breach of Section 3 may cause the Fund irreparable harm for which monetary damages alone may not be an adequate remedy. The Fund shall accordingly be entitled to seek injunctive relief, specific performance, or other equitable relief to prevent or restrain any breach or threatened breach, in addition to any other remedy available at law.

4.2 Damages

In addition to injunctive relief, the Fund shall be entitled to recover all damages, losses, costs, and reasonable legal expenses arising from any breach of this Agreement, including damages measured by reference to any commercial benefit obtained by the Recipient or any third party through use of the Proprietary Materials in breach of Section 3.

5. Governing Law and Dispute Resolution

This Agreement is governed by the laws of England, without regard to conflict of laws principles. Disputes shall be resolved by arbitration in England in the English language, save that the Fund may seek urgent injunctive relief before any court of competent jurisdiction, notwithstanding this arbitration provision, where necessary to prevent or restrain an ongoing or imminent breach.

6. Short-Form Access Notice (for the code gate and member-portal signup)

The following short-form wording is intended to sit as a mandatory, checked acknowledgment before any access code or account grants entry to gated material, so that access itself constitutes acceptance:

> *"By entering your access code / creating an account, you acknowledge and agree to Nexus Meridian Fund's Confidentiality, Intellectual Property & Non-Use Agreement. You confirm that you will keep confidential, and will not use, copy, replicate, or adapt, any of the Fund's proprietary business model, methodology, or materials to develop or operate any other investment vehicle or business. This acknowledgment applies whether or not you go on to invest with the Fund."*

One Item for Instructing Counsel

Confirm that the short-form clickwrap wording in Section 6, as actually implemented on the website, meets the standard for a binding contractual acknowledgment under English law (clear presentation, affirmative action required, no pre-ticked boxes) — the technical implementation should be reviewed alongside the legal wording, not assumed compliant because the wording itself is sound.