

Mutual Confidentiality and Non-Disclosure Agreement

This Agreement, made this ___ day of _____, 2020 ("Effective Date") governs the disclosure of information by and between

QUANTZ MACHINE INTELLIGENCE TECHNOLOGIES, LLC and its affiliates (collectively "**QuantZ**") with its principal place of business at **85 Broad Street, WeWork, New York, NY 10004** and _____ ("Company") with its principal place of business at _____ for a term of three years.

1. **Purpose:** Each of Company and QuantZ (collectively referred to as "the Parties") intend to provide information regarding their respective businesses, including Confidential Information. In order to assure the confidentiality of Confidential Information that may be disclosed by one party to the other pursuant hereto, the Parties desire to enter into an agreement which prevents disclosure of and restricts the use of Confidential Information provided by the disclosing party (the "Disclosing Party") to the receiving party (the "Recipient").

2. **Confidential Information:**

(a) As used herein, "Confidential Information" shall mean any and all technical and non-technical information provided to the other by either Quantz Group or Company, including but not limited to patent sketches, drawings, works of authorship, models, inventions, know-how, methods, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, including, without limitation, information concerning research, experimental work, development, design details and specifications engineering, financial information, procurement, requirements, purchasing, manufacturing, Client lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising marketing plans and information.

(b) As used herein, Confidential Information shall not include information which, as demonstrated by practicable evidence kept in the ordinary course of business: (i) is or becomes generally known to the public or companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no act of the Recipient of such Confidential Information in breach of this Agreement (ii) is lawfully obtained by the Recipient from a third party, without any obligation by the Recipient to maintain the information as proprietary or confidential, not known by the Recipient to be breaching a confidentiality obligation owed to the Disclosing Party; (iii) is known by the Recipient prior to disclosure hereunder without any obligation to keep it confidential and such information was not disclosed by the Disclosing Party under this Agreement; or (iv) is the subject of a written agreement whereby the Disclosing Party consents to the disclosure of such Confidential Information to Recipient. Further, each party agrees not to disparage or comment negatively about the other party its officers and management, and/or current or former employees.

3. **Confidential Information to be held in confidence:** Each party agrees that, at all times, it will hold in strict confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other party to this Agreement; it being understood and agreed that these obligations include specifically, but not by way of limitation, the agreement of each of the undersigned. Notwithstanding the above, the Recipient of Confidential information shall not be in violation of this Section 3 with regard to a disclosure that was in response to a valid order of a court, subpoena, legal or regulatory proceeding or other governmental body. Each party shall only disclose Confidential Information of the other party to those of its employees, officers, attorneys, accountants or authorized representatives ("Representatives") having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Company agrees that Company and its principals, owners, officers, directors and employees will not reverse engineer, duplicate or copy QuantZ's Confidential Information, including, without limitation, QuantZ's investment and trading strategy, financial models, algorithms, software, data, analytics nor will it attempt to monetize such Confidential Information in competition with QuantZ.

4. **Notification of Loss or Unauthorized Disclosure:** Each party shall immediately notify the other upon discovery of any loss or unauthorized disclosure of the Confidential Information of the other party.

5. **Return of Confidential Information:** Upon termination or expiration of this Agreement, or upon written request of the other party, each party shall promptly either return to the other or destroy all documents and other tangible materials representing the other's Confidential Information and all copies thereof except documents that constitute the work product of the parties or extrapolations which can be kept by the Recipient but can not be utilized for any reason other than the purpose of this Agreement. Upon destruction of the documents received from the Disclosing Party, the Recipient making such destruction will issue a certification to the other party that attests that the documents have been destroyed.

6. **No Property Rights:** The parties recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the other party disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither party shall make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the other party.

7. **No Reproduction of Confidential Information:** Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other party by either party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the Disclosing party.

8. **Non-Solicitation:** During the term of this Agreement, Company, on its own behalf or in the service or on behalf of others shall not induce or attempt to induce any officer, director, consultant or employee to leave QuantZ or solicit the business of any customer, client, or investor of QuantZ.

9. **Amendments:** This Agreement may not be amended except by a writing signed by both parties hereto.

10. **No Waiver:** No delay or failure on the part of either party to exercise any power or right shall operate as a waiver of such power or right and same shall be deemed continuous. A partial exercise of any such power or right and same shall not preclude the full exercise thereof and no right or remedy of any party shall be deemed abridged or modified by any course of conduct by the party and no waiver thereof shall be predicated thereon.

11. **Injunctive Relief:** Each party acknowledges that its breach of the Agreement will cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

12. **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

13. **No Violation of Third-Party Rights:** Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.

14. **No Assignment:** Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, and any attempted or purported assignment or transfer shall be null and void.

15. **Notices:** All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgement of receipt of electronic transmission. Notice shall be sent to the addresses set forth at the end of this agreement or such other address as either party may specify in writing.

16. **No Warranty:** Each party acknowledges that neither it nor any of its Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any of its Confidential Information. Neither party nor such party's Representatives shall have any liability to the other party, any of such other party's Representatives or any other person relating to or arising from the

use of its Confidential Information or for any errors therein or omissions therefrom, except as otherwise provided in any definitive agreement. Each party agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information of the other, except as otherwise provided in any definitive agreement.

17. **No Obligation to enter into Further Agreements:** The parties each agree that unless and until a separate definitive agreement has been executed and delivered, neither party will be under any legal obligation of any kind with respect to any other transaction by virtue of this Agreement or any other written or oral expression or agreement, except for the matters specifically agreed to in this Agreement. This Agreement contains a complete statement of all of the agreements between the parties hereto with respect to its subject matter and supersedes all previous agreements, discussions and understandings between them concerning its subject matter.

18. **Controlling Law:** This Agreement will be governed and construed in accordance with the laws of the State of New York. Without the necessity of posting a bond, the parties shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available to the parties at law or in equity. Each party hereby irrevocably and unconditionally consents to submit to the jurisdiction of the state or federal courts of the State of New York, for any actions, suits or proceedings arising out of or relating to this Agreement (and the parties agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered or certified mail, return receipt requested, sent to the party's address noted above, shall be effective service or process for any action, suit or proceeding brought against the party in any such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the courts of the State of New York.

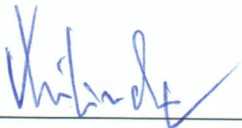
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date: _____

QUANTZ MACHINE INTELLIGENCE
TECHNOLOGIES, LLC
QUANTZ CAPITAL MANAGEMENT, LLC,
QUANTZ GP, LLC,

By: _____

Print Name: _____

Title: _____

By:  _____

Print Name: Milind Sharma

Title: CEO/ Managing Member