

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into as of November 10, 2025, by and between:

CLIENT: Quantum Technologies, Inc.  
500 Enterprise Boulevard, Suite 200  
Austin, TX 78701  
("Client")

CONSULTANT: Digital Strategy Partners, LLC  
1200 Market Street, Floor 15  
San Francisco, CA 94103  
("Consultant")

WHEREAS, Client desires to retain Consultant to provide certain professional consulting services; and

WHEREAS, Consultant agrees to provide such services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

## ARTICLE 1: SCOPE OF SERVICES

1.1 Services. Consultant agrees to provide the following services ("Services"):

- a) Digital transformation strategy development
- b) Technology stack assessment and recommendations
- c) Implementation roadmap creation
- d) Vendor selection assistance
- e) Change management planning
- f) Executive presentation and training sessions

1.2 Deliverables. Consultant shall provide the following deliverables:

- Current State Assessment Report (due: December 1, 2025)
- Technology Recommendation Report (due: December 15, 2025)
- Implementation Roadmap (due: January 5, 2026)
- Executive Presentation Materials (due: January 15, 2026)
- Change Management Plan (due: January 30, 2026)

1.3 Performance Standards. All Services shall be performed in a professional and workmanlike manner consistent with industry standards and best practices.

## ARTICLE 2: TERM AND TERMINATION

2.1 Term. This Agreement shall commence on November 15, 2025, and continue through January 31, 2026, unless earlier terminated as provided herein.

2.2 Termination for Convenience. Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party.

2.3 Termination for Cause. Either party may terminate this Agreement immediately upon written notice if the other party:

- a) Materially breaches this Agreement and fails to cure such breach within ten (10) days of written notice; or
- b) Becomes insolvent or files for bankruptcy protection.

2.4 Effect of Termination. Upon termination:

- Client shall pay Consultant for all Services performed through the termination date
- Consultant shall deliver all work product completed as of the termination date
- All confidentiality obligations shall survive

## ARTICLE 3: COMPENSATION

3.1 Fees. Client agrees to pay Consultant as follows:

a) Fixed Project Fee: \$120,000, payable in four installments:

- \$30,000 upon execution of this Agreement
- \$30,000 upon delivery of Current State Assessment
- \$30,000 upon delivery of Implementation Roadmap
- \$30,000 upon delivery of Change Management Plan

b) Hourly Rate: For any additional services requested by Client beyond the Scope of Services, Consultant shall be compensated at \$300 per hour.

3.2 Expenses. Client shall reimburse Consultant for reasonable and necessary out-of-pocket expenses incurred in connection with the Services, including:

- Travel expenses (economy airfare, ground transportation, lodging)
- Materials and supplies directly related to the project
- Third-party research or data purchases approved in advance by Client

Consultant shall submit expense reports with supporting documentation monthly. Client shall reimburse within thirty (30) days of receipt.

3.3 Payment Terms. All invoices are due and payable within thirty (30) days of the invoice date. Late payments shall accrue interest at the rate of 1.5% per month.

3.4 Taxes. Client shall be responsible for all sales, use, and other taxes associated with the Services, excluding taxes based on Consultant's income.

## ARTICLE 4: RELATIONSHIP OF PARTIES

4.1 Independent Contractor. Consultant is an independent contractor and not an employee, partner, or joint venturer of Client. Consultant shall be responsible for:

- All federal, state, and local taxes
- All insurance coverage
- All employment-related obligations
- Compliance with all applicable laws and regulations

4.2 No Authority. Consultant has no authority to bind Client or make commitments on Client's behalf.

## ARTICLE 5: CONFIDENTIALITY

5.1 Confidential Information. Consultant acknowledges that it will have access to Client's Confidential Information, including business plans, financial information, customer data, trade secrets, and proprietary technology.

5.2 Non-Disclosure. Consultant agrees to:

- a) Maintain Confidential Information in strict confidence
- b) Not disclose Confidential Information to any third party without Client's prior written consent
- c) Use Confidential Information solely for the purpose of performing Services
- d) Return or destroy all Confidential Information upon termination

5.3 Exclusions. Confidential Information does not include information that:

- Is publicly available through no fault of Consultant
- Was rightfully in Consultant's possession prior to disclosure
- Is independently developed by Consultant
- Is required to be disclosed by law

## ARTICLE 6: INTELLECTUAL PROPERTY

6.1 Work Product. All work product, deliverables, inventions, and materials created by Consultant in performing the Services ("Work Product") shall be the exclusive property of Client.

6.2 Assignment. Consultant hereby assigns to Client all right, title, and interest in and to the Work Product, including all intellectual property rights.

6.3 Pre-Existing Materials. Consultant retains ownership of all pre-existing materials, templates, and methodologies used in performing the Services. Client is granted a non-exclusive, perpetual license to use such materials as incorporated into the Work Product.

## **ARTICLE 7: WARRANTIES AND REPRESENTATIONS**

7.1 Authority. Each party represents that it has full authority to enter into this Agreement.

7.2 No Conflicts. Consultant represents that performing Services under this Agreement does not conflict with any other agreement or obligation.

7.3 Compliance. Consultant shall comply with all applicable federal, state, and local laws in performing the Services.

7.4 Professional Standards. Consultant warrants that Services will be performed in accordance with professional standards and industry best practices.

## **ARTICLE 8: INDEMNIFICATION**

8.1 By Consultant. Consultant agrees to indemnify and hold harmless Client from any claims arising from:

- a) Consultant's breach of this Agreement
- b) Consultant's negligence or willful misconduct
- c) Consultant's violation of applicable laws

8.2 By Client. Client agrees to indemnify and hold harmless Consultant from any claims arising from:

- a) Client's use of Work Product
- b) Client's breach of this Agreement
- c) Client's negligence or willful misconduct

## **ARTICLE 9: LIMITATION OF LIABILITY**

9.1 Cap on Liability. Except for breaches of confidentiality or intellectual property provisions, neither party's total liability under this Agreement shall exceed the total fees paid or payable to Consultant under this Agreement.

9.2 Exclusion of Damages. Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits.

## **ARTICLE 10: GENERAL PROVISIONS**

10.1 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

10.2 Dispute Resolution. Any disputes arising under this Agreement shall first be subject to good faith negotiation. If not resolved within thirty (30) days, disputes shall be resolved

through binding arbitration in Austin, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

10.4 Amendments. This Agreement may be amended only by written agreement signed by both parties.

10.5 Notices. All notices shall be in writing and delivered to the addresses set forth above or to such other addresses as may be designated in writing.

10.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10.7 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

## QUANTUM TECHNOLOGIES, INC.

By: \_\_\_\_\_  
David Rodriguez, Chief Operating Officer  
Date: November 10, 2025

## DIGITAL STRATEGY PARTNERS, LLC

By: \_\_\_\_\_  
Amanda Foster, Managing Partner  
Date: November 10, 2025