

Mutual Non-Disclosure Agreement

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into on this 9th day of July, 2025 (the "Effective Date").

BETWEEN:

Quantum Dynamics, Ltd., a company incorporated under the laws of England and Wales, with its registered office at 77 Innovation Drive, Cambridge, CB4 0WS, United Kingdom (hereinafter referred to as "QD").

AND:

Synergy Innovations, S.A., a corporation organized under the laws of Spain, with its principal business address at Calle de la Innovación 15, 28002 Madrid, Spain (hereinafter referred to as "SI").

(QD and SI are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties wish to explore a potential business relationship related to the joint development of a new predictive analytics engine (the "Purpose");

WHEREAS, in connection with the Purpose, each Party may disclose to the other certain confidential, proprietary, or non-public information;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" shall mean any and all non-public information, whether disclosed in writing, orally, electronically, or by any other means, by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Confidential Information includes, but is not limited to, financial data, business plans, customer lists, marketing strategies, technical specifications, source code, algorithms, trade secrets, and any other information identified as "confidential" or "proprietary".

2. Exclusions

The obligations under this Agreement shall not apply to any information that the Receiving Party can demonstrate: (a) was already in the public domain or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure without any obligation of confidentiality; (c) was lawfully disclosed to the Receiving Party by a third party who had the right to make such a disclosure; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) Use the Confidential Information solely for the Purpose and for no other reason. (b) Maintain the Confidential Information in strict confidence and take all reasonable precautions to prevent its unauthorized disclosure, using at least the same degree of care as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care. (c) Restrict access to the Confidential Information to its employees, directors, or authorized third-party consultants who have a "need to know" for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained herein.

4. Term and Duration of Confidentiality

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of two (2) years, unless terminated earlier by either Party with thirty (30) days' written notice. Notwithstanding the termination of this Agreement, the obligation to protect Confidential Information disclosed hereunder shall survive for a period of five (5) years from the date of disclosure.

5. Return of Information

Upon the written request of the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly return or, at the Disclosing Party's direction, securely destroy all documents and other tangible materials containing Confidential Information, including all copies thereof.

6. No License

Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, copyright, or other intellectual property right of the Disclosing Party, nor shall this Agreement grant the Receiving Party any rights in or to the Confidential Information other than the limited right to review such information for the Purpose.

7. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Quantum Dynamics, Ltd.

By: _____ Name: Eleanor Vance Title: Director of Strategic Partnerships

Synergy Innovations, S.A.

By: _____ Name: Javier Morales Title: Consejero Delegado (CEO)