**RELEASE, NONDISPARAGEMENT AND CONFIDENTIALITY AGREEMENT**

This **RELEASE, NONDISPARAGEMENT AND CONFIDENTIALITY AGREEMENT** (the “**Agreement**”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”) , by and among: (a) Hyperworks, S.r.l., a company formed under the laws of Italy with registered office in Via Sepiro, 2 20149 Milano, Italy, 20121, VAT number, tax code and number of registration with the Companies’ Register of Milan (Italy) 15636821009 (the “**Company**”); (b) Ricardo Penzin Monteiro – Eirelian individual residing at R ELINA GUIMARÃES LOTE 1 URBANIZAÇÃO QUINTA DO CHÃO DURO, ALDEIA IRMÃOS, 2925- 039 AZEITÃO, SETÚBAL (“**Penzin**”); (c) Rodrigo Sa, an individual with an address at Via Pietro Migali, 53C 73100 Lecce, Puglia Italy **(“Sa”);** and (d) Quantum Capital Partners, LLC, a Puerto Rico limited liability company with an address at 7253 Mayaguez, PR 00681 **(“Quantum”) (**with each known as a “**Party**” and collectively known as the “**Parties**”.

**RECITALS**

**WHEREAS,** commencing in January 2024, Penzin established an informal business relationship with Company and commenced attending weekly strategy calls with the Company executives (the “**Relationship**”);

**WHEREAS**, Penzin acknowledges that on or about January 8, 2024, Quantum gave a personal loan to Penzin for the sum of One Thousand Nine Hundred Ninety-Nine US Dollars ($1,999.00) (the **“Quantum Loan”**), which remains fully outstanding as of the Effective Date;

**WHEREAS,** Penzin acknowledges that on or about February 16, 2024, Sa gave a personal loan to Penzin for the sum of Eight Hundred Sixty One EUR (€861,00) (the **“Sa Loan”**), which remains fully outstanding as of the Effective Date;

**WHEREAS,** on March 4, 2024, Penzin and Company have entered into that certain Finder’s Fee Agreement, whereby Penzin would be compensated to find potential investors for Company (the **“Finder’s Agreement”**), to which nothing has transpired as of the Effective Date;

**WHEREAS**, on July 22, 2024, Penzin and Company entered into an Independent Contractor Agreement, as amended on even date by 1st Amendment, whereby Penzin would provide certain independent contractor services as set forth in the terms of such agreement, as amended (collectively, the “**ICA**”);

**WHEREAS,** a dispute has arisen with respect to the Relationship and services rendered by Penzin for the Company and Penzin, including, without limitation, services rendered under the ICA to which the Parties desire to finally settle any and all claims between them contingent or otherwise pursuant to the terms of this Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

# **Releases.**

1. Release for Sa Loan. In consideration for Penzin granting the releases set forth in this Agreement, Sa hereby releases, acquits and forever discharges Penzin from any balance owed to Sa under the Sa Loan.
2. Release for Quantum Loan. In consideration for Penzin granting the releases set forth in this Agreement, Quantum hereby releases, acquits and forever discharges, irrevocably and unconditionally, Penzin from any balance owed to Quantum under the Quantum Loan.
3. Release by Penzin. In consideration for receiving the releases set forth in this Agreement and the Company’s promise to pay Penzin the amount set forth under Section 2 below, Penzin, on behalf of himself and his Related Parties (as defined below), hereby (a) releases, acquits and forever discharges, irrevocably and unconditionally, Company and its Related Parties from any claim, complaint, liability, expense, damage, charge, duty, obligation, demand, cause of action, remedies, law suits, recovery for damages or other losses or liability relating to any matters of any kind or nature, whether presently known or unknown, in law or equity, suspected or unsuspected, fixed or contingent, direct or indirect, liquidated or unliquidated, including but not limited to claims, liabilities, expenses or damages arising from, or related to, the Relationship, including without limitation, all claims related to the ICA and Finder’s Agreement (collectively, “**Claims,**” and individually, a “**Claim**”); and (b) irrevocably agrees never to sue concerning, or in any manner to institute, assert, initiate, bring, prosecute, or pursue a Claim related to any of the foregoing against the Company or any Related Party thereof.
4. A Party’s “**Related Parties**” means its successors, heirs, family members and, as applicable, current and future subsidiaries, owners, affiliates, predecessors, successors-in-interest, divisions, assigns, agents, directors, officers, employees, agents, members, partners, representatives, attorneys thereof, and all persons acting by, through, under, or in concert with any of them or such Party.
5. This is a general release of all claims, with the claims being released including, but not limited to, claims for breach of breach of contract (both express and implied) or breach of the covenant of good faith and fair dealing. Each Party’s release covers only those claims that arose prior to the execution of this Agreement and any claims that may be waived under applicable law. Execution of this Agreement does not bar any claim that arises hereafter, including (without limitation) a claim for breach of this Agreement.
6. In entering into this release of Claims, each Party acknowledges and agrees that Claims or facts in addition to or different from those which it now knows, believes, or suspects to exist might hereafter be discovered; nevertheless, it is its intention by entering into this Agreement to fully, finally, and forever release, discharge, and settle all Claims, notwithstanding the existence or possible future discovery of any such additional or different claim or fact, and the existence or possible future discovery of any such additional or different claim or fact will in no manner affect this mutual general release of Claims set forth herein.

# **Payment.** In consideration for Penzin’s release set forth above**,** the Company will initiate a wire transfer to Penzin in the amount of €750,00 to Penzin’s designated banking coordinates on his invoice within one (1) business day of the Effective Date.

# **Confidentiality.** The Parties shall, and shall cause their representatives to, hold in confidence and trust and not use or disclose the existence or contents of this Agreement and any confidential information provided to or learned by any such Party in connection with this Agreement, the Relationship between Penzin and the Company, communications between the Parties or the nature of the dispute between Company and Penzin (collectively, the “**Information**”). Except as required by law, each Party may disclose Information only to a court in any proceedings to enforce the terms of this Agreement, such Party’s attorney(s) and accountant and any professional tax advisor to the extent that they need to know the Information in order to provide advice on tax treatment or to prepare tax returns, and must prevent disclosure of any Information to all other third parties. Each Party agrees that it will not publicize, directly or indirectly, any Information. Each Party acknowledges and agrees that the confidentiality of the Information is of the essence. Any such individual breach or disclosure shall not excuse any Party from its obligations hereunder, nor permit it to make additional disclosures. Each Party warrants that it has not disclosed, orally or in writing, directly or indirectly, any of the Information to any unauthorized party.

# **No Disparagement or Interference.** Each Party further agrees not to disparage or induce others to disparage the other and to refrain from interfering with the current or prospective business relations of the other. In the event of a breach of Section 3 or 4, the prevailing party in such dispute shall be entitled to recover reasonable attorneys’ fees and court costs.

# **No Present or Future Claims.** Each Party represents and warrants that it has no lawsuits, actions or any other Claims pending in its name, or on behalf of any other person or entity, against such other Party or any of its Related Parties. Each Party also represents and warrants that it does not intend to bring any Claims on its own behalf or on behalf of any other person or entity against such other Party or any other Related Party.

# **Warranty and Freedom to Contract.** Each Party warrants that such Party is under no legal disability that would prevent such Party from entering into this Agreement and from complying with all of its provisions to their fullest extent.

# **No Admission of Liability.** Each Party understands and acknowledges that this Agreement constitutes a settlement of any and all actual or potential disputed Claims and the Sa Loan and Quantum Loan by the respective releasing Party. No action taken by each Party hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential Claims or (b) an acknowledgment or admission by such Party of any fault or liability whatsoever to such other Party.

# **Costs**. The Parties shall each bear their own costs, attorneys’ fees, and other fees incurred in connection with the preparation of this Agreement.

# **Authority.** Each Party represents and warrants that it has the authority to act on its own behalf and on behalf of all Related Parties to bind them to the terms and conditions of this Agreement. Each Party further represents and warrants that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Claims released herein.

# **No Representations.** Each Party represents and warrants that it has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. No Party has relied upon any representations (express or implied) or statements made or information delivered by such other Party that are not specifically set forth in this Agreement.

# **Miscellaneous.**

1. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision. The parties agree that to the extent any unenforceable provision can be re-drafted to be made enforceable, they will agree to the court or arbitrator re-drafting said provision.
2. No Waiver. The failure of any Party to insist upon strict adherence to any one or more of the covenants and restrictions in this Agreement, on one or more occasions, will not be construed as a waiver, and will not deprive such Party of the right to require strict compliance thereafter with the same.
3. Specific Performance. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek injunctive relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity and the Parties hereby agree to waive any requirements for posting a bond in connection with any such action.
4. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matters hereof or stated herein.
5. Amendment. This Agreement may only be amended in a writing signed by the Parties hereto.
6. Retraction. Either party may retract its signature prior to the other party countersigning.
7. Governing Law; Venue. This Agreement shall be governed by the laws of Italy, without regard to the conflict of law principles of any other jurisdiction. The courts located in Rome, Italy shall have exclusive jurisdiction to adjudicate all disputes between the Parties concerning this Agreement.
8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one (1) instrument.
9. Facsimile; Execution and Delivery. A facsimile or other reproduction of this Agreement may be executed by one (1) or more parties hereto and delivered by such party by facsimile, electronic mail, or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding, and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

IN WITNESS WHEREOF, the Parties have caused this Release, Nondisparagement and Confidentiality Agreement as of the Effective Date first written above.

**Hyperworks, S.r.l. Ricardo Penzin Monteiro – Eireli**

By: By:

Bibop Gresta, CEO Ricardo Penzin Monteiro – Eireli

**Rodrigo Sa Quantum Capital Partners, LLC**

By: By:

Rodrigo Sa David Michail, Manager

**COMPANY:**

By:

Name:

Title:

**PENZIN:**

By:

Name:

Title: