NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of _____, 20___ ("Effective Date"), by and between QuantumI ("Disclosing Party"), with its principal place of business at _____, and _____ ("Receiving Party"), with its principal place of business at _____.

1. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" means all information disclosed by Disclosing Party to Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

2. Obligations of Receiving Party.

Receiving Party shall:
- Use Confidential Information solely to evaluate or pursue a business relationship with Disclosing Party;
- Not disclose Confidential Information to any third parties without prior written consent from Disclosing Party;
- Protect Confidential Information with the same degree of care it uses to protect its own confidential information, but not less than reasonable care.

3. Exclusions from Confidential Information.

Confidential Information does not include information that:
- Is or becomes publicly known through no breach of this Agreement by Receiving Party;
- Is received from a third party without breach of any obligation of confidentiality;
- Is independently developed by Receiving Party without use of or reference to the Confidential Information;
- Is required to be disclosed by law or court order, provided Receiving Party gives prompt notice to Disclosing Party.

4. Term.

This Agreement shall commence on the Effective Date and continue for a period of two (2) years, unless earlier terminated by either party with thirty (30) days prior written notice.

5. Return of Materials.

Upon written request of Disclosing Party, Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information and certify in writing that it has complied with this obligation.

6. No License.

Nothing in this Agreement grants Receiving Party any rights in or to the Confidential Information except as expressly set forth herein.

7. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

8. Miscellaneous.

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the Effective Date.

Disclosing Party: QuantumI

By: _____ Date: _____

Name: _____ Title: _____

Receiving Party: _____

By: _____ Date: _____

Name: _____ Title: _____