

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of this 15th day of April, 2024, by and between Quantum Systems Ltd., a Delaware corporation, with offices located at 321 Innovation Blvd, Palo Alto, CA ("Company"), and Alexis Thornton Consulting, LLC, an independent contractor with offices at 99 Strategy Way, Austin, TX ("Contractor").

1. Scope of Engagement:

The Company hereby engages the Contractor to provide strategic advisory services relating to operations, project optimization, and governance structure improvements. Contractor shall exercise independent judgment and discretion as to the manner and means of performance.

2. Term and Termination:

This Agreement shall commence on April 22, 2024, and continue until April 22, 2025, unless terminated earlier as provided herein. Either party may terminate this Agreement for cause or convenience with thirty (30) days written notice.

3. Compensation:

The Contractor shall receive compensation at a rate of \$200 per hour, billed bi-weekly. All payments shall be due within fifteen (15) days of receipt of an invoice.

4. Confidentiality:

Contractor acknowledges that during the engagement, confidential and proprietary information of the Company may be disclosed. Contractor agrees to maintain confidentiality and not disclose any such information for a period of five (5) years after the termination of this Agreement.

5. Ownership of Work Product:

All work product, including but not limited to analyses, reports, methodologies, and other materials created during the term of this Agreement, shall be the sole and exclusive property of the Company.

6. Indemnification:

Contractor shall indemnify and hold harmless the Company from any claims, damages, or liabilities arising out of or related to Contractor's acts or omissions in connection with services performed under this Agreement.

7. Governing Law and Dispute Resolution:

This Agreement shall be governed by the laws of the State of California. Any disputes shall be resolved first through mediation and, failing that, through binding arbitration in San Jose, CA.

8. Miscellaneous:

No modification or waiver of this Agreement shall be valid unless in writing and signed by both parties. If any provision is held to be invalid or unenforceable, the remainder shall remain in full force and effect.

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