NON-DISCLOSURE AGREEMENT

AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into on June 1, 2024, between:

Quantum Technologies Inc. ("Disclosing Party"), a technology company with its principal place of business at 888 Innovation Lane, Seattle, WA 98101

Future Systems Corp ("Receiving Party"), a software development company with its principal place of business at 999 Tech Plaza, San Jose, CA 95113

PURPOSE

The parties wish to explore a potential business relationship involving the development and licensing of quantum computing software solutions. In connection with such discussions, the Disclosing Party may disclose certain confidential and proprietary information to the Receiving Party.

CONFIDENTIAL INFORMATION

Definition

"Confidential Information" means all non-public information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, electronically, or by any other means, including but not limited to:

1. **Technical Information**

   - Software source code and algorithms
   - Hardware specifications and designs
   - Research and development data
   - Patent applications and intellectual property

2. **Business Information**

   - Business plans and strategies
   - Financial data and projections
   - Customer lists and relationships
   - Marketing plans and materials

3. **Proprietary Information**

   - Trade secrets and know-how
   - Product roadmaps and specifications
   - Pricing information and terms
   - Employee and contractor information

Exclusions

Confidential Information does not include information that:

- Was publicly known at the time of disclosure
- Becomes publicly known after disclosure through no fault of the Receiving Party
- Was known to the Receiving Party prior to disclosure
- Is independently developed by the Receiving Party without use of the Confidential Information

OBLIGATIONS OF RECEIVING PARTY

Use and Disclosure

The Receiving Party agrees to:

- Use the Confidential Information solely for the purpose of evaluating the potential business relationship
- Maintain strict confidentiality of the Confidential Information
- Not disclose the Confidential Information to any third party without prior written consent
- Limit access to Confidential Information to employees and contractors who have a need to know and are bound by confidentiality obligations

Security Measures

The Receiving Party shall implement reasonable security measures to protect the Confidential Information, including:

- Secure storage of physical documents
- Password protection for electronic files
- Access controls and user authentication
- Regular security audits and updates

Return of Materials

Upon the Disclosing Party's request or upon termination of discussions, the Receiving Party shall:

- Return all physical copies of Confidential Information
- Delete all electronic copies of Confidential Information
- Provide written certification of compliance with this provision

TERM AND TERMINATION

Term

This Agreement shall commence on June 1, 2024, and continue for a period of 3 years.

Survival

The confidentiality obligations shall survive termination of this Agreement for a period of 5 years.

Effect of Termination

Upon termination, the Receiving Party's obligations with respect to Confidential Information shall continue in accordance with the survival clause.

REMEDIES

Injunctive Relief

The parties acknowledge that monetary damages may be inadequate to protect the Disclosing Party's interests. The Receiving Party agrees that the Disclosing Party may seek injunctive relief to prevent unauthorized disclosure or use of Confidential Information.

Damages

In addition to injunctive relief, the Disclosing Party may seek monetary damages for any breach of this Agreement.

NO LICENSE OR RIGHTS

Nothing in this Agreement shall be construed as granting the Receiving Party any license or rights to use the Confidential Information beyond the limited purpose stated herein.

NO WARRANTY

The Confidential Information is provided "AS IS" without any warranty of any kind, express or implied.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Washington. Any disputes shall be resolved in the courts of King County, Washington.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements and understandings.

AMENDMENTS

This Agreement may only be amended by a written instrument signed by both parties.

SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SIGNATURES

Quantum Technologies Inc. By: _____ Title: Chief Technology Officer Date: June 1, 2024

Future Systems Corp By: _____ Title: Chief Executive Officer Date: June 1, 2024