NON-DISCLOSURE AGREEMENT

BETWEEN

QUANTUM INNOVATIONS INC., a Delaware Corporation

AND

GLOBAL TECH SOLUTIONS LLC, a Texas Limited Liability Company

Effective Date: [Insert Date]

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1. DEFINITIONS

1.1 "Disclosing Party" shall mean Quantum Innovations Inc., a corporation organized under the laws of Delaware, with its principal place of business at 2000 Innovation Drive, Wilmington, DE 19801.

1.2 "Receiving Party" shall mean Global Tech Solutions LLC, a limited liability company organized under the laws of Texas, with its principal place of business at 5500 Tech Valley Blvd., Suite 1200, Austin, TX 78701.

1.3 "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by the Disclosing Party to the Receiving Party, including but not limited to:

- **Technical Data**: Algorithms, software code, prototypes, schematics, and research findings related to quantum computing.

- **Business Information**: Strategic plans, financial projections, marketing strategies, and customer lists dated January 1, 2023, to December 31, 2025.

- **Intellectual Property**: Patents (e.g., Patent No. US 11,223,456B2), trademarks, trade secrets, and proprietary methodologies.

- **Third-Party Data**: Information shared by the Disclosing Party's partners under separate confidentiality agreements.
  1.4 "Effective Date" shall mean the date of last signing by both parties.

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2. CONFIDENTIALITY OBLIGATIONS

2.1 Non-Disclosure
The Receiving Party agrees not to disclose, disseminate, or make available any Confidential Information to any third party, including affiliates, contractors, or employees, without prior written consent from the Disclosing Party. Exceptions include disclosures to legal or financial advisors bound by similar confidentiality obligations.

2.2 Use Restrictions
Confidential Information shall only be used for evaluating a potential collaboration between the parties (the "Purpose"). Any derivative works, analyses, or conclusions drawn from the Confidential Information remain the property of the Disclosing Party.

2.3 Security Measures
The Receiving Party shall implement safeguards equivalent to industry standards (e.g., AES-256 encryption for digital files, locked storage for physical documents) to protect Confidential Information.

2.4 Notification of Breach
In the event of unauthorized disclosure, the Receiving Party shall notify the Disclosing Party within 48 hours and cooperate to mitigate damages.

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3. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

3.1 Public Domain
Information that becomes publicly available through no act or omission of the Receiving Party (e.g., published in a journal, disclosed in a press release by the Disclosing Party).

3.2 Independent Development
Information developed independently by the Receiving Party without reference to Confidential

Information, as evidenced by dated records.

3.3 Third-Party Disclosure

Information lawfully received from a third party not under confidentiality obligations to the Disclosing Party.

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4. TERM AND TERMINATION

4.1 Term

This Agreement shall remain in effect for **three (3) years** from the Effective Date.

4.2 Termination for Breach

Either party may terminate this Agreement with **30 days' written notice** if the other party materially breaches its obligations, unless the breach is cured within the notice period.

4.3 Post-Termination Obligations

Confidentiality obligations survive termination for **five (5) years** regarding trade secrets and **two (2) years** for other Confidential Information.

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5. RETURN OF MATERIALS

Within **15 business days** of termination, the Receiving Party shall:

- Return all physical copies of Confidential Information.

- Permanently delete electronic copies using industry-standard erasure tools (e.g., Blancco Drive Eraser).

- Provide written certification of destruction signed by an authorized officer.

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6. GOVERNING LAW

This Agreement shall be governed by the laws of Delaware, excluding its conflict of law principles. Any disputes shall be resolved in the state or federal courts located in Wilmington, Delaware.

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7. REMEDIES FOR BREACH

7.1 Injunctive Relief

The parties acknowledge that breach may cause irreparable harm, entitling the non-breaching party to seek injunctive relief without posting a bond.

7.2 Monetary Damages

Liability for damages is capped at **$500,000** or the value of the Confidential Information, whichever is higher.

7.3 Attorney Fees

The prevailing party in litigation is entitled to recover reasonable attorney fees and costs.

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8. MISCELLANEOUS PROVISIONS

8.1 Entire Agreement

This document supersedes all prior oral or written agreements.

8.2 Severability

If any clause is deemed unenforceable, the remainder of the Agreement remains valid.

8.3 Amendments

No amendments are valid unless in writing and signed by both parties.

8.4 Assignment

Neither party may assign this Agreement without prior written consent, except in cases of merger or acquisition.

8.5 Notices

All notices must be sent via certified mail or email to:

- **Disclosing Party**: legal@quantuminnovations.com

- **Receiving Party**: legal@globaltechsolutions.com

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9. SIGNATURES

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

Disclosing Party:
Quantum Innovations Inc.
By: _____
Name: **Dr. Eleanor Carter**
Title: Chief Executive Officer
Date: _____

Receiving Party:
Global Tech Solutions LLC
By: _____
Name: **Marcus Reynolds**

Title: Managing Director
Date: _____

Notary Acknowledgment:
State of Delaware
County of New Castle
On this _____ day of _____, **20**, before me, _____, a Notary Public, personally appeared Dr. Eleanor Carter, proved through satisfactory evidence of identification to be the person whose name is signed above, and acknowledged executing this Agreement.

[Notary Seal]

(Repeat notary block for Receiving Party.)

EXHIBIT A: EXAMPLES OF CONFIDENTIAL INFORMATION

1. **Technical Specifications**:

   o Quantum processor design schematics (Project Code: QP-2023-ALPHA).

   o Software algorithms for error correction in quantum computing.

2. **Business Plans**:

   o Market entry strategy for the European Union (2024–2026).

   o Financial projections for Series B funding (Q3 2024).

3. **Customer Data**:

   o Client list including TechNova Corp., FutureLabs Ltd., and AeroDynamics Inc.

   o Contract terms with key clients (NDA-protected under separate agreements).