

CONFIDENTIALITY, NONDISCLOSURE, NON-COMPETE, AND NONSOLICITATION AGREEMENT (for Unpaid Student Interns)

This Confidentiality, NonDisclosure and NonSolicitation Agreement (the 'Agreement') is made and entered into as of the date set forth below, by and between Quantum Cybersecurity Skills Ltd., registered in UK under number: 12762463, located at Kemp House, 160 City Road, London EC1V 2NX, United Kingdom ('QCS') and the contractor or volunteer or consultant or student intern or associate or partner or freelancer, whose signature appears at the bottom of this Agreement (the 'Individual').

WHEREAS, Quantum Cybersecurity Skills and its affiliates (which for the purposes of this Agreement includes any parent, subsidiary or other organization which is corporate affiliate of QCS) are engaged in the business of providing information security professional services and solution, and developing and distributing computer software and related products and/or services;

WHEREAS, Quantum Cybersecurity Skills desires to protect its Protected Information (defined herein) and business relationships; and

WHEREAS, Individual is in **an unpaid student internship to gain relevant work experience** relationship with QCS and, in consideration for the nature of business relationship, has agreed to undertake certain obligations to help QCS protect its Protected Information.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as the follows:

1. Lack of Conflict With Past Non-Compete Related Engagements

Individual hereby represents and warrants that Individual has not entered into any non-compete or non-solicitation agreement. It is permitted for the Individual to enter into any oral or written agreement with any entity as long as it is non-compete or non-solicitation agreement and as long as the fulfillment of the terms of the Individual's business relationship with QCS. Individual also represents that Individual has not been asked or required to, nor will Individual transmit to, QCS or its affiliates, any confidential information through a previous business relationship and/or of a previous employer or higher education body, nor shall Individual impermissible utilize such information when performing any activities for QCS.

2. Notification of Existence of Agreement, Offer

Individual agrees that in the event that Individual is offered employment with any employer at any time during the existence of this Agreement, or such other period in which post termination obligations of this Agreement apply, the business of which is in any ways competitive with QCS, Individual shall

- a) Immediately advise said other employer of the existence of this Agreement and shall immediately provide said employer with a copy of this Agreement; and
- b) Immediately notify QCS of said any employer's offer of employment.

3. Confidentiality

Individual's Initials / Date _____

Confidentiality, NonDisclosure, Non-Compete, and NonSolicitation Agreement for Unpaid Student Internships

- 3.1. Individual recognizes that QCS derives economic value from information created and used in its business which is not generally known by the public, including without limitation plans, designs, concepts, formulae, and equations; software development processes, procedures, and code libraries; testing strategies, diagnostic methods, and computer and network penetration procedures; product, services and supplier information; customer and supplier lists, and confidential business practices of QCS, its affiliates or any of its customers, vendors, business partners or suppliers; profit margins and the prices or discounts QCS obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; learning activities related commissions (if applicable); contractor staffing or recruiting plans and any personal information; and other confidential concepts or ideas related to QCS' business and business operations (collectively, 'Protected Information'). Individual expressly acknowledges and agrees that by virtue of Individual's business relationship with QCS, Individual has and will continue to have access to certain Protected Information and that Protected Information constitutes trade secrets and confidential and proprietary business information of QCS, all of which is the exclusive property of QCS. For purposes of this Agreement, Protected Information includes the foregoing and other information protected under the the Trade Secret Regulations or parallel provisions such as the Computer Misuse Act 1990, the current or subsequent version (the 'Act') but does not include information that is or may become known to Individual or to the public from sources outside QCS and through means other than a breach of this Agreement.
- 3.2. Individual agrees that Individual will not, and will not permit any other person or entity to, directly or indirectly, without the prior written consent of QCS:
- i) Use Protected Information for the benefit of any person or entity other than QCS or its affiliates;
 - ii) Remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Protected Information, except as required to perform Individual's activities and duties for QCS or its affiliates and
 - iii) Publish, release, disclose, distribute or deliver or otherwise make available to any third party any Protected Information by any communication, including oral, documentary, electronic or otherwise. Upon termination or expiration of the contract, Individual shall return to QCS all Protected Information and all other QCS property, whether digital or physical and only if applicable. This obligation of nondisclosure and nonuse of information shall continue to exist for so long as such information remains Protected Information.

4. Disclosure and Assignment of Inventions and Improvements

- 4.1. Without prejudice to any other duties expressly or impliedly imposed on Individual hereunder, it shall be part of Individual's normal activities at all times to consider in what manner and by what methods or devices the products, services, processes, equipment or systems or QCS and any customer or vendor of QCS might be improved and promptly to give to at least two members of the Board of QCS full details of any improvement, invention, research, development, discovery, design, code, model, work of authorship, suggestion or innovation (collectively called 'Engagement Product'), which Individual (alone or with others) may make, discover, create or conceive during Individual's business relationship with QCS (whether during business hours or otherwise) or within (1) year thereafter if based upon from the Protected Information.

Individual's Initials / Date _____

Individual acknowledges that the Engagement Product is the sole and exclusive property of QCS. To the extent that any of the Engagement Product can be protected by copyright, Employee acknowledges that it is created on behalf and for the sole and exclusive benefit of QCS, and that QCS shall own rights and title in and to such Engagement Product, including the copyright thereto. To the extent that any such material is not covered by the proceeding sentence, Individual hereby assigns to QCS all rights in such material. To the extent that any Engagement Product is an invention, discovery, process or other potentially patentable subject matter (the 'Inventions'), Individual hereby assigns to QCS all right, title, and interest in and to all Inventions.

4.2. Individual shall execute such further documents as QCS may request to accomplish the purposes of this Agreement.

5. NonCompetition

While Individual is engaged in delivering learning activities at QCS, and for a period of twelve (12) months following termination of the contract, Individual agrees that, other than for QCS or a QCS affiliate, Individual will not, either directly or indirectly, either as a principal, agent, employee, independent contractor, employer, partner or shareholder (other than as an owner of 3% or less of the stock of a public corporation) or in any other capacity, engage in any manner in any business that is of similar character to that engaged in or performed by QCS or its affiliates.

6. NonSolicitation

6.1. While Individual is engaged in business relationship with QCS, and for a period of twelve (12) months following termination of contract, Individual will not either individually or as a stockholder, employee, partner, associate, consultant, independent contractor, owner, agent, student intern, coventurer of any other person or entity, or in any other capacity, through gratuitous assistance or otherwise, directly or indirectly (except to benefit QCS in Individual's capacity as a contractor or officer of QCS or an affiliate):

- i) Solicit business from or perform services for, or for the benefit of, any client or account of QCS or any of its affiliates; or
- ii) Solicit business from or perform services for, or for the benefit of, any client or account which was pursued by QCS or any of its affiliates; provided that such business or services solicited or offered are of similar character to that engaged in, performed, or contemplated by QCS or its affiliates at the time of such solicitation or offer.

6.2. While in business relationship with QCS and for the period of twelve (12) months following termination of this Agreement, Individual will not, either individually or as a stockholder, employee, partner, associate, consultant, independent contractor, owner, agent, student intern, creditor, coventurer or any other person or entity, or in any other capacity, through gratuitous assistance or otherwise, directly or indirectly solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non QCS affiliated entity, any person who on or during the six (6) months immediately preceding the date of such solicitation or hire is or was an officer, employee, independent contractor or consultant of QCS or any of its affiliates, or which the Employee was aware was being recruited by QCS or its affiliates.

7. Acknowledgement of Business Interest Remedies

Individual's Initials / Date _____

- 7.1. Individual acknowledges that each of the following of this Agreement are reasonable and necessary to preserve the strong business interest of QCS, its present and potential business activities and the economic benefits derived therefore; that they will not prevent Consultant from earning a livelihood of Individual's chosen business and not an undue restraint on the trade of the Employee, or any public interest.
- 7.2. Individual agrees that QCS will be damaged by a violation of this Agreement and the amount of such damage may be difficult to measure. Individual agrees that if Individual commits or threatens to commit a breach of any of the covenants and agreements contained in Paragraphs 3 through 6, then QCS shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefore except as required by law, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to QCS and that money damages would not provide an adequate remedy. Individual further agrees that Individual shall be liable for reasonable attorney's fees and costs incurred in connection with the enforcement of Paragraphs 3 through 6.
- 7.3. If, at the time of enforcement of Paragraphs 3 through 6 above, a court shall hold that the duration, scope, area or activity restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, area or activity restrictions reasonable and enforceable under such circumstances shall be substituted for the stated duration, scope, area or activity restrictions.

8. Severability – Entire Agreement

This Agreement shall be deemed severable. The invalidity or unenforceability of any term or provision of this Agreement shall not render this Agreement or any other term or provision hereof unenforceable. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written negotiations, understandings and agreements on such subjects between the parties.

9. Waivers

No delay on the part of any party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by any party or any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Further, no failure on the part of QCS or any affiliate to seek to enforce similar agreements shall constitute a waiver of its rights under this Agreement.

10. Successors and Assigns Binding Effect

This Agreement shall not be assignable by the Individual. The right and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of QCS, its affiliates, and their successors and assigns.

11. Governing Law Venue

The Agreement and any controversies arising hereunder shall be interpreted and adjudicated in accordance with the laws of England and Wales. The English Courts will have exclusive jurisdiction to deal with any dispute (including any non-contractual claim or dispute) which has arisen or may arise out of or in connection with this Agreement, without regard to its conflict of law principles. The parties

Individual's Initials / Date _____

agree that any action brought by a party to enforce or interpret this Agreement shall be brought in an English (United Kingdom) court. The parties further agree that if any such action is brought outside of England and Wales, they consent to a transfer to a court of competent jurisdiction in England and Wales.

12. Voluntary Agreement Counterparts

Individual represents and warrants that Individual has read and understands this Agreement, that the Individual understand that Individual may, if Individual desires, obtain advice from legal counsel of Individual's choice in order to interpret any and all provisions of this Agreement, and that Individual has freely and voluntarily entered into this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement effective as of the date set forth below.

INDIVIDUAL

QUANTUM CYBERSECURITY SKILLS LTD.

[Print Name]

[Individual's Signature]

By: _____

Individual's Title: _____

Date (DD/MM/YYYY): _____ / _____ / _____
[Completed by the Individual]

Note: Please sign and return all pages of this document to HR@QuantumCybersecuritySkills.com

Individual's Initials / Date _____