

MUTUAL NON-DISCLOSURE AGREEMENT

As of: _____ (Date)

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into by and between RC Quantum, LLC, a _____ corporation/LLC with offices at _____ ("RCQ"), and _____, a _____ with offices at _____ ("Counterparty"). RCQ and Counterparty are each a "Party" and collectively the "Parties."

1. Purpose.

The Parties anticipate discussions regarding the evaluation, licensing, and commercialization of RCQ's BTC trading algorithm, including potential Software-as-a-Service offerings to family offices and professional traders (the "Purpose"). In connection with the Purpose, each Party may disclose to the other certain Confidential Information (as defined below).

2. Confidential Information.

"Confidential Information" means non-public information disclosed by a Party ("Discloser") to the other Party ("Recipient") that is marked or designated as confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: algorithms, model architectures, strategy logic, source code, executables, APIs, backtests, signals, datasets, trade logs, parameterizations, product roadmaps, pricing, client lists, and business/financial information. Oral disclosures are Confidential Information if identified as confidential at disclosure and summarized in writing within 30 days.

3. Exclusions.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Recipient; (b) was rightfully known to Recipient without restriction prior to disclosure; (c) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (d) is rightfully received from a third party without restriction.

4. Use and Care.

Recipient will: (a) use the Confidential Information solely for the Purpose; (b) not disclose it to any third party except to its and its Affiliates' directors, officers, employees, contractors, advisers, and potential funding sources who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as those herein; and (c) protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable degree of care.

5. Compelled Disclosure.

If Recipient is required by law, regulation, or court/administrative order to disclose any Confidential Information, Recipient may do so provided it gives Discloser prompt written notice (to the extent legally permitted) and reasonable assistance in seeking a protective order or other remedy.

6. No License; Ownership.

All Confidential Information remains the property of Discloser. No license or other rights are granted by this Agreement except the limited right to use the Confidential Information for the Purpose. All intellectual property relating to RCQ's algorithms, code, models, weights, data pipelines, and trading infrastructure is and shall remain the exclusive property of RCQ.

7. Return/Destruction.

Upon Discloser's written request, Recipient will promptly return or destroy all tangible Confidential Information and certify such destruction in writing, except that Recipient may retain one archival copy solely for compliance purposes and as required by law or professional standards.

8. Term; Survival.

This Agreement commences on the Effective Date and continues for two (2) years. Recipient's obligations with respect to trade secrets (including, without limitation, algorithmic logic, source code, and model/weight parameters) survive for as long as such information remains a trade secret under applicable law; all other confidentiality obligations survive for five (5) years after the last disclosure.

9. Non-Circumvention; Non-Solicitation (optional).

For twelve (12) months from the Effective Date, Counterparty agrees not to (a) circumvent RCQ to engage directly with RCQ's clients, prospects, or named family offices introduced by RCQ for the Purpose; or (b) solicit for employment or engage as independent contractors any RCQ personnel with whom Counterparty had contact in connection with the Purpose (general solicitations excluded). Remove or modify this Section 9 if not desired.

10. Residuals (optional).

Recipient is not restricted from using general knowledge, ideas, or know-how retained in unaided memory by persons who have had access to Confidential Information, provided that Recipient does not use any source code, trade secrets, or other protectable expression learned solely from Discloser.

11. Export; Sanctions.

Recipient will comply with applicable export control and sanctions laws in connection with any transfer or access of Confidential Information.

12. No Warranties; Limitation.

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." DISCLOSER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Equitable Relief.

Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm to Discloser for which monetary damages may be inadequate. Discloser is entitled to seek injunctive relief in addition to other remedies.

14. Governing Law; Venue.

This Agreement is governed by the laws of the State of _____, without regard to conflicts of laws. The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in _____, for any dispute arising out of or relating to this Agreement.

15. Entire Agreement; Miscellaneous.

This Agreement constitutes the entire agreement with respect to the subject matter and supersedes all prior discussions. Any amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without the other Party's prior written consent, except to an Affiliate or in connection with a merger, reorganization, or sale of substantially all assets or equity. This Agreement may be executed in counterparts and delivered electronically.

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

RC Quantum, LLC

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Counterparty Legal Name: _____

If the Counterparty is an individual, please include identification details if required by your compliance policy.

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIALS

- 1) RCQ BTC Trading Bot: high-level architecture, strategy modules, signal features (feature list redacted for NDA purposes), model weights/parameters, execution engine, risk controls, and monitoring/alerting stack.
- 2) Data: 15-minute OHLCV sources and any derived features; training/preprocessing pipelines; trade logs and evaluation metrics.
- 3) Commercialization materials: pricing constructs, licensing models (evaluation, pilot, production), reseller/FO channel strategy, and target market segments.
- 4) Any credentials, keys, or environment configs will be redacted or provided only in secured, revocable form; production keys are expressly excluded from disclosure.

Exhibit A may be updated by RCQ from time to time by written notice to Counterparty.