

# Quantumbit, Inc. Sponsorship Agreement

Effective upon enrollment via PayPal

Sponsor and Quantumbit, Inc. ("Company") hereinafter agree;

1. Sponsor agrees to pay Sponsorship Fees to Company.
  - a) Each Sponsorship Fee shall be LESS THAN the amount of the most recent cash distribution paid by Company to the number of Quantumbit, Inc. Common Capital Shares ("QBII Shares") indicated by Sponsor upon enrollment (the "Sponsored Shares") which amount shall adjust in proportion to any splits of QBII Shares.
  - b) Company may assess a Sponsorship Fee ONLY AFTER each cash distribution to QBII Shares.
  - c) Sponsor will pay each Sponsorship Fee within 10 calendar days of Company's assessment.
  - d) Sponsor is NOT required to own any number of QBII shares.
  - e) Company does NOT promise or guarantee to make any cash distributions to QBII Shares.
2. Sponsor shall have the non-exclusive rights to;
  - a) Use technologies and products developed by Company.
  - b) Make, manufacture, rent and sell products or services developed by Company provided;
    - i. Sponsor shall pay 6.5% of its gross revenue that is generated from the sale or other commercial use of Company technologies, products, or services, and;
    - ii. Sponsor engages in business activities with third parties regarding Company products, services, or technologies only pursuant to written and signed agreement with the third parties, and
    - iii. The written agreements between the third parties and Sponsor are approved by Company in advance of execution and signature.
  - c) Receive technical documentation, trade secrets, and technical support for technologies, products, and services that are released by Company for Sponsor use or commercialization.
    - i. Company release of products, services, and technologies for Sponsor use and commercialization shall be at Company's sole discretion.
    - ii. Sponsor agrees not to divulge, distribute, or disclose technical information or secrets to third parties without prior written consent of Company.
3. Company shall have the right to;
  - a) Review the business activities, legal agreements, and financial transactions of Sponsor which relate to Company technologies, products, or services.
  - b) Interpret this Sponsorship Agreement both in spirit and intent of the writing.
4. This Sponsorship Agreement may be terminated by either party.
  - a) Termination shall become effective 45 days after delivery of written termination notice.
  - b) Confirmation of receipt of written termination notice by the recipient is required.
  - c) Termination of this Sponsorship Agreement shall not eliminate or reduce any money obligations due from Sponsor to Company that are incurred prior to termination becoming effective.
5. Company may elect to form business entities to exclusively commercialize particular products, services or technologies and terminate Sponsor's rights to those products, services or technologies. In this eventuality, Sponsor will receive the fractional ownership interest in the business entities formed that represents Sponsor's fraction of total Sponsorship revenue contributed to Company by Sponsor.
6. This Sponsorship Agreement shall have a term of 1 year and will automatically renew for like terms.
7. This Sponsorship Agreement may be modified by the Company at its discretion. Notice of any such modification shall be posted on the Company's website and notice provided to Sponsor. Any modification to section #1 of this Sponsorship Agreement or changes to any fees owed or payable by Sponsor shall only be with Sponsor's consent in advance.
8. The Company may assign Sponsorship Fees to third party finance companies at its discretion. Sponsor will receive notice of any such assignment. Sponsor will be obligated to pay Sponsorship Fees due under this Sponsorship Agreement directly to the third party finance company during the term of any such assignment.
9. This Sponsorship Agreement shall be adjudicated in Harris County, Texas and is subject to the laws thereof.
10. This Sponsorship Agreement constitutes the entire agreement between the parties

AGREED AND ACCEPTED:

*by enrollment online*

Sponsor

AGREED AND ACCEPTED:



Mike Skillern, President  
Quantumbit, Inc.