

## DEALER AGREEMENT

This Commercial Cooperation Agreement ("Agreement") was concluded on 07 August 2023 ("Effective Date") between:

**CyberRey**

**Company Number:** 14985785

**Address:** 338A Regents Park Road Office 3 and 4, London, England N3 2LN

("CyberRey")

and

**Kuantum Siber Güvenlik Yazılım, İnternet, Bilişim Sistemleri ve Danışmanlık Hizmetleri San. Tic. A.Ş.**

**Address:** Çınar-tepe Mah. Adnan Menderes Cad. No:91C Teknopark, Zonguldak/Merkez, Türkiye

("Kuantum")

collectively referred to as the "Parties".

The parties wish to cooperate for a mutually beneficial business venture;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

### 1. Purpose and Objectives:

The parties plan to cooperate in promoting Kuantum's products and solutions in the global environment, organizing and performing marketing and sales, and creating sub-dealers.

### 2. Scope of the Contract

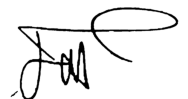
#### 2.1 Contract Amount:

CyberRey agrees to sell \$400,000 for the Kuantum Pi device developed and produced by Kuantum within 3 years from the effective date of this agreement in the regions where it is authorized as specified in article 2.2 of this agreement. If this target is reached at the end of this period or before the deadline, the contract will be deemed to have expired. In this case, the parties will come together to review the terms and, in case of mutual agreement, they will prepare a new contract containing the renewed conditions.

#### 2.2 Jurisdiction Areas:

CyberRey is authorized in the regions specified in the table below.

CyberRey is authorized	
Country	Region / State / City
1. United Kingdom	All regions
2. Turkey	All cities
3. Azerbaijan	All regions
4. Georgia	All regions
5. South Africa	All regions



Quantum reserves the right to make changes in the regions where CyberRey is authorized.

### **2.3 Sub-Dealerships:**

CyberRey will be able to make sub-dealership agreements in different countries and regions in order to achieve the goal specified in article 2.1.

### **2.4 Sales Commission:**

Quantum agrees to pay a sales commission equivalent to 45% of the remaining price, after subtracting the hardware fee from the invoiced amount to the sub-dealers and end users mediated by CyberRey, for the sales made at the prices mutually agreed upon by the parties.

Quantum will not make a payment for the commission arising from the sales of the sub-dealers with which CyberRey has a contract within the regions where it is authorized, and this price will be covered from CyberRey's commission.

## **4. Financials:**

### **4.1 Financial Data Sharing:**

The parties agree to mutually share all financial data and tables related to the regions where CyberRey is authorized for the purpose of transparency and financial planning.

### **4.2 Financial Planning:**

Financial planning of the regions where CyberRey is authorized will be made by taking the opinion of CyberRey in order to ensure optimum use of resources.

## **5. Marketing:**

### **5.1 Marketing Approval:**

The parties will mutually approve the decisions to be taken for the marketing and sales processes in the regions where CyberRey is authorized.

### **5.2 Marketing Strategy Meetings:**

CyberRey will also attend the strategy meetings to be held for the regions where CyberRey is authorized and the decisions will be taken by mutual agreement.

### **5.3 Elevated Marketing Collateral:**

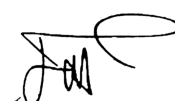
CyberRey will provide support by creating revamped product brochures and a captivating company profile to leave a lasting impression.

### **5.4 Compelling Use Cases and Case Studies:**

CyberRey will provide engaging use cases and case studies highlighting Kuantum's effectiveness and value proposition.

### **5.5 Benchmark and Battle Cards:**

CyberRey will create powerful benchmark and battle cards to position Kuantum's products as the go-to solution in the market.



#### **5.6 Prominent Listing on Influential Platforms:**

CyberRey will ensure Kuantum's prominent listing on influential platforms such as Gartner and G2 to amplify visibility.

#### **5.7 Comprehensive Reference Checklist:**

CyberRey will create a comprehensive reference checklist featuring satisfied customers to instill trust in potential clients.

#### **5.8 Website Revision:**

After achieving specified targets, Kuantum Pi's logo, product name, and website will be overhauled to reflect its growing success. The website language will be in English.

#### **5.9 Success Stories and YouTube Videos:**

CyberRey will provide compelling success stories and engaging YouTube videos to capture a wider audience's attention.

#### **5.10 Event Sponsorship:**

CyberRey will sponsor events on behalf of Kuantum to increase visibility.

### **6. Consulting Services:**

#### **6.1 Establishing Quantum as a Great Entity:**

CyberRey shall provide free consultancy services to establish Kuantum as a formidable private entity in the UK, further boosting credibility and trust.

#### **6.2 Private Sales Account Managers:**

CyberRey will provide dedicated sales account managers for each region to maximize market penetration.

### **7. Support:**

#### **7.1 Support:**

In regions where Kuantum CyberRey is authorized, it will not provide support for expense items such as office rent, technical costs and training costs for the first 3 years. However, such supports may be added to the additional contract to be signed at the end of the contract period or in case the target is realized earlier.

#### **7.2 Training:**

Kuantum is obliged to provide free training on products and services to CyberRey. These trainings can be online or face-to-face. Kuantum will provide retraining if deemed necessary as a result of the changes to be made in the content and scope of the product during the contract period.

CyberRey is obliged to provide sufficient training to the end user after the sale of the Kuantum Pi device and is obliged to document this with the training contract it will arrange with the end user. CyberRey will determine the content of the training to be given to the end user, provided that the user can use the device at a basic level. Kuantum will not be responsible for deficiencies and damages arising from the training provided by CyberRey.



### **7.3 Use of CyberRey Services:**

CyberRey may contract with Kuantum for a fee to use its services (e.g. big data, DNS, IP).

### **8. Privacy:**

The parties agree that confidential information may be disclosed during this cooperation, including but not limited to business plans, financial data, technical information, customer lists and other proprietary information. Each party agrees to keep all such information confidential and use it only for the purpose of this cooperation. Parties will take all reasonable steps to maintain the confidentiality of such information and will not disclose it to any third party without the other Party's prior written consent, except as required by law.

### **9. Responsibility:**

Kuantum shall not be liable for any loss, damage or expense incurred by CyberRey or any third party arising out of or in connection with this agreement, except in cases of willful misconduct or gross negligence by Kuantum.

### **10. Miscellaneous:**

#### **10.1 Entire Agreement:**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, understandings and representations.

#### **10.2 Change:**

Any amendment to this Agreement shall be made in writing and signed by both Parties.

#### **10.3 Mission:**

Neither Party may assign or assign any right or liability under this Agreement without the other Party's prior written consent.

#### **10.4 Notifications:**

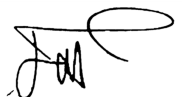
Any notice or communication required or permitted to be made under this Agreement shall be in writing and delivered in person or sent by registered or registered mail, postage prepaid or e-mail to the Parties' addresses or other addresses specified in this Agreement. Any of the parties may specify in writing.

#### **10.5 Waiver:**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and fully comply with every provision of this Agreement.

### **11. Choice of Law and Arbitration:**

The validity, performance and construction of this Agreement will be governed by the laws of the Republic of Turkey, regardless of conflict of laws rules, and will be interpreted exclusively in accordance with these laws. Any dispute that has not been settled amicably between the parties will be settled



primarily in the courts of Zonguldak / Turkey where Kuantum is located. If a solution cannot be found, international arbitration will be resorted to.

CONFIRMING THESE MATTERS, the Parties have concluded this Commercial Cooperation Agreement as of the Effective Date.

CyberRey  
Abdullah Kaymakci  
MD  
Date: 31 July 2023


Kuantum Siber Güvenlik A.Ş  
Tuncay Karaman

Date: 31 July 2023

Signature & Stamp

Signature & Stamp

  
**CYBERREY LTD**  
Company Number: 14985785  
info@cyberrey.com

  
Kuantum Siber Güvenlik Yazılım,  
İnternet, Bilişim Sistemleri ve  
Danışmanlık Hizmetleri San. Tic. A.Ş.  
Çınartepe Mahallesi, Atatürk Menderes Caddesi No: 91/C  
Teknopark ZONGULDAK Kemalpaşa V.D. 590 112 2685