



Quantum Dimensional Advantage Fund:

Disclaimer: Before investing in The G1 Quantum Fund, LLC's Quantum Dimensional Advantage Fund, you understand that you are solely responsible for reviewing any fund, its offering and any statements made by a fund or its manager, and for performing such due diligence as you may deem appropriate, including consulting your own legal and tax advisers. You understand that any information provided by The G1 Quantum Fund, LLC shall not form the primary basis of your investment decision.

This material is based upon information from The G1 Quantum Fund, LLC that is reliable. However, The G1 Quantum Fund, LLC does not represent that this information is accurate, complete, and/or up-to-date and, if applicable, time indicated. The G1 Quantum Fund, LLC does not accept any responsibility to update any opinion, analyses or other information contained in the material, but can make exceptions upon request.

The G1 Quantum Fund, LLC has eligibility requirements for participation, generally beginning at a net worth greater than \$5 million dollars (including a spouse) or \$10 million dollars for companies with a minimum investment on \$1 million dollars into the Quantum Dimensional Advantage Fund.

It is The G1 Quantum Fund's policy to have written advisory agreements. An investment advisory relationship between The G1 Quantum Fund, LLC and any entity or person will commence upon execution of the advisory agreement.

The G1 Quantum Fund, LLC will not provide advice or enter into an advisory relationship until a written advisory contract is signed by the client.

Energy Fund Disclosures:

- Clean nuclear energy companies are not appropriate for all investors. A clean nuclear energy company can be speculative and may involve a high degree of risk, above and beyond those associated with traditional asset classes. An investor could lose all or a substantial amount of their investment. Investors should consider an investment in The G1 Quantum Fund, LLC as a supplement to an overall investment strategy.
- The investor may redeem their investment at any time, and redemption will be subject to fees depending upon time respective of the redemption.
- A clean nuclear energy company such as The G1 Quantum Fund, LLC is not a Hedge Funds, or mutual fund, and are not subject to the same regulatory requirements as hedge funds or mutual funds. Investments in an energy company or a hedge fund are not federally insured by the Federal Deposit Insurance Corporation or any other government agency. With increased regulation pertaining to securities mitigating risk will become increasingly difficult. Investments in a clean nuclear energy company like The G1 Quantum Fund, LLC that produces energy will help offset risk traditionally associated with Hedge Funds.
- Hedge funds may use leverage and other speculative investment practices that may increase the risk of investment loss, and while The G1 Quantum Fund, LLC does employ some of these speculative practices similar to Hedge Funds to mitigate risk it is important to understand that The G1 Quantum Fund, LLC's energy projects further offset this risk with revenues from the sale of energy. Hedge funds may have performance that is volatile, and The G1 Quantum Fund, LLC's energy portfolio helps to

- The amount of disclosure received by The G1 Quantum Fund, LLC for manager evaluation and transparency may vary by manager. The manager evaluation process The G1 Quantum Fund, LLC employs may vary by manager. No notice of variations among managers will be given to client and the process described herein may be changed without notice. Not all of manager's representations are
- corroborated. Business judgment is applied when necessary. The G1 Quantum Fund, LLC's evaluation and monitoring is a process consisting of quantitative and qualitative elements. The process is a combination of "science and art" (i.e., quantitative analysis and business experience). Manager evaluation process may vary from time to time without giving notice or seeking consent. The evaluation process is not directed at providing assurances with respect to internal controls, nor to the detection of fraud, errors, or illegal acts. The evaluation process consists of gathering quantitative and qualitative information through an interview with personnel of the hedge fund.
- Monitoring (i.e., Manager Performance Monitor and Portfolio Performance Monitor) is performed on an ongoing basis.

The G1 Quantum Fund, LLC Performance Disclaimer:

The G1 Quantum Fund, LLC is compensated for finding investors for private placements. The compensatory parameters set forth between The G1 Quantum Fund, LLC and the investment managers which are contractually engaged by the firm range between 14% and 25% of the management and incentive fees charged by the fund or between 45 and 290 basis points of the management fee contingent upon the transactional situation on average providing investors return rate of 9-14% per year. There may be variances to these ranges. These compensatory parameters do not have any effect on the net fees that the investor would be accountable for by the investment manager if the investor had made a direct investment in the energy company without the introduction of The G1 Quantum Fund, LLC.

The foregoing material is provided for informational purposes only as of the date hereof, is not complete, may not contain certain material information about an investment manager or product, including important disclosures and risk factors associated with an investment in a private placement, and is subject to change without notice. This information is not intended to be, nor should it be construed or used as, financial, legal, tax or investment advice or an offer to sell, or a solicitation of any offer to buy, an interest in any private placement. No offer or solicitation may be made prior to the delivery of appropriate private placement offering documents to qualified prospective investors. This information does not take into account the particular investment objectives or financial circumstances of any specific person who may receive it.

More complete disclosures and the terms and conditions relating to an investment in a particular private placement is contained in offering documents. Before making any investment, prospective investors should thoroughly and carefully review offering documents with their financial, legal and tax advisor to determine whether an investment is suitable for them. An investment in any particular private placement is not suitable for all investors. Although The G1 Quantum Fund, LLC may provide this summary information, The G1 Quantum Fund, LLC does not provide "due diligence" on an investor's behalf and is not responsible for an investor's investment decisions. Performance results are generally net of applicable fees and reflect reinvestment of profits. No representation is made that any investment manager or product will or is likely to achieve its objectives or that any investor will or is likely to achieve results comparable to those shown or will make any profit at all or will be able to avoid incurring substantial losses. Past

The information contained herein, including investment returns, valuations, fund targets and strategies, has been supplied by The G1 Quantum Fund, LLC, including the investment products and their managers or other representatives. Although believed to be reliable and independently verified, performance cannot be guaranteed. The G1 Quantum Fund, LLC makes no representations or warranties as to the accuracy, timeliness or completeness of such information. Financial indicators and benchmarks are unmanaged, do not reflect any management fees, assume reinvestment of income, are for illustration purposes only, and have limitations when used for such purposes because they may have volatility, credit, or other material characteristics that are different from a particular private placement. This material is confidential, is intended only for the person to whom it has been sent and under no circumstance may a copy be shown, copied, transmitted, or otherwise given to any person other than the authorized recipient.

General Risk Disclosure

This document serves as an unregistered private investment partnerships, funds or pools that may invest and trade in many different markets, strategies and instruments (including securities, non-securities and derivatives) and are NOT subject to the same regulatory requirements as mutual funds, including mutual fund requirements to provide certain periodic and standardized pricing and valuation information to investors. There are substantial risks in investing in an energy company. Persons interested in investing in The G1 Quantum Fund, LLC should carefully note the following:

- The G1 Quantum Fund is a clean energy and alternative analytical company. Unlike Hedge Funds that represent speculative investments, involve a high degree of risk, which valuations, and capital flows are purely based on speculation respective of singularity economic equilibrium, The G1 Quantum Fund, LLC mitigates risk or exposure to market volatility by producing energy. A utility based alternative analytical company like The G1 Quantum Fund, LLC poses less risk to an investor than a Hedge Fund, but an investor could potentially lose all or a substantial portion of his/her investment. Investors must have the financial ability, sophistication/ experience and willingness to bear the risks of an investment in a utility based alternative analytical company.

Investment Guidelines and Confidentiality

- An investment in The G1 Quantum Fund, LLC should be discretionary capital set aside strictly for speculative purposes.
- An investment in The G1 Quantum Fund, LLC is not suitable or desirable for all investors. Only qualified eligible investors may invest in The G1 Quantum Fund, LLC
- The G1 Quantum Fund's offering documents are not reviewed or approved by federal or state regulators.
- The G1 Quantum Fund may be leveraged (including highly leveraged) and an energy company's performance may be volatile.
- An investment in The G1 Quantum Fund, LLC may be illiquid and there may be significant restrictions on transferring interests in The G1 Quantum Fund, LLC.
- The G1 Quantum Fund, LLC has total authority over investments into The G1 Quantum Fund, LLC
- In the case of imminent price shock or market volatility The G1 Quantum Fund, LLC may use a single advisor or employ a single strategy, which could mean a lack of diversification and higher risk.
- The G1 Quantum Fund, LLC may involve a complex tax structure, which should be reviewed carefully.
- The G1 Quantum Fund, LLC may involve structures or strategies that may cause delays in important tax information being sent to investors.
- The G1 Quantum Fund, LLC is transparent regarding its underlying investments to investors.
- The G1 Quantum Fund, LLC is not required to provide periodic pricing or valuation information to investors,

- The existence as well as the terms and conditions of this Agreement, and any information exchanged between the Parties (including their respective representatives or advisors) during the due diligence and the negotiation of the definitive agreements for the Quantum Dimensional Advantage Fund or pertaining to the business and the operation of The G1 Quantum Fund, LLC (all such information collectively referred to herein as "**Confidential Information**"), shall be kept strictly confidential by each Party.
- The Parties shall neither use in any form nor disclose to any third party any Confidential Information unless explicitly authorized by this Agreement. The Parties shall ensure that their employees, directors and any other representatives as well as the advisors of each Party to whom any such Confidential Information is entrusted comply with these restrictions.

Without limiting the generality of the foregoing, the term Confidential Information shall include in particular:

- (a) [any information regarding this Agreement, the investments made or to be made by each Investor in The G1 Quantum Fund, LLC and the commercial terms and conditions of the investments; and
- (b) any trade secrets, financial or confidential information of The G1 Quantum Fund or any of the Investors.]
- The term Confidential Information shall not include any information: (1) which as of the time of its disclosure by a Party was already lawfully in the possession of the receiving Party as evidenced by written records, or (2) which at the time of the disclosure was in the public domain, or (3) the disclosure of which was previously explicitly authorized by the respective Party.
- The non-disclosure obligation shall not apply to any disclosure of Confidential Information required by law or regulations. In the event a disclosure of Confidential Information is required by law or regulations (including, without limitation, for tax, audit or regulatory purposes), the disclosing Party shall use all reasonable efforts to arrange for the confidential treatment of the materials and information so disclosed performance or non-performance data.
- Each Party may use any Confidential Information in accordance with this Agreement. But, subject to the terms hereof and the terms of The G1 Quantum Fund, LLC's Quantum Dimensional Advantage Fund, each Party acknowledges and agrees that any Confidential Information made available to it (including to any representative or advisor of such Party) by the Company or any other Party (including their representatives or advisors) hereunder shall not be used by such Party other than (1) as permitted under this G1 Quantum Fund, LLC Quantum Dimensional Advantage Fund Agreement, (2) for the benefit of the Company, or (3) for the respective Party's assessment of the Company, and shall not be exploited by or for the benefit of such Party or any of its Affiliates or third party.
- Finally, it is acknowledged and agreed that each of the Investors will report regularly to its investors and/or any of its Affiliates on all information pertaining to the Company and the equity investment made or to be made in The G1 Quantum Fund, LLC in accordance with its reporting obligations under its fund investment documents or to the extent required for legal, tax, audit or regulatory purposes.
- [The G1 Quantum Fund, LLC may issue an announcement (in a form approved in advance in writing by the Board and each Investor) confirming the investment by each Investor in The G1 Quantum Fund, LLC under this

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date specified above

Investor Name: (Please Print) _____ & The G1 Quantum Fund, LLC

DATE: _____, 2016 ("Effective Date")

BETWEEN:

"The G1 Quantum Fund, LLC"

AND,

Investor: (Please Print or Sign) _____ "Investor"

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Letter Agreement ("Agreement") is entered into effective this day _____ 2016 (Please Print and Sign)

1. Contract Obligations:

- 1.1 "Annual Return Payment" means an amount between Nine and Fourteen percent (9-14 %) of Entrepreneur's Annual Income for each 12-month period beginning on January 1 and ending on December 31, with any partial year being prorated based on number of days.
- 1.2 The Investor freely agrees to the "Investment Amount" means an amount equal to _____ DOLLARS _____
- [Amend if Different Amount is Agreed Upon] \$ _____

Investor Signature: _____

(a) Option" means the right of the investor to terminate this Agreement by notification of his *{her}* intent to do so and by payment of the Termination Amount. The Option may be exercised by delivering written or email notice of the intent to do so to Investor at the address listed above and payment in full of the Termination Amount. The G1 Quantum Fund, LLC reserves the right to Terminate this agreement at any time, and the investor will be notified in writing or email.

(b) "Termination Amount" means an amount equal to percent (3%) of the total amount invested following the

- 3. Payment of Investment Amount. The Investment Amount shall be payable by Investor as follows:
 - 3.1 Investor. Investor shall pay the Investment Amount on the terms and conditions set forth in Schedule A.
 - 3.2 Early Payment. Notwithstanding anything in Section 3.1 Investor may, but shall not be obligated to, make any payments required pursuant hereto in advance of the due date for such payment.
- 4. Ongoing Obligation of The G1 Quantum Fund, LLC. In consideration of the investment in The G1 Quantum Fund, LLC pursuant to Section 2, on or before May 1 of each year of the Term, The G1 Quantum Fund, LLC shall pay to Investor the Annual Return Payment for the prior year.
- 5. Term: This Agreement shall commence on the date first set forth above and shall continue until the day that is 365 days after notice of exercise of the Option, provided the Termination Amount has been paid in full by such date. Unless and until the Termination Amount has been paid in full, this Agreement shall remain in full force and effect in accordance with its terms until written notice by The G1 Quantum Fund, LLC is provided, however that, notwithstanding the foregoing, this Agreement is subject to early termination as follows:
 - 5.1 This Agreement shall terminate 365 days following the date of unforeseen death of Greg Waltman CEO and payment of a final payment equal to the sum invested, and investment will be returned.
 - 5.2 If Investor defaults in his *{her}* obligation to pay the Investment Amount as and when due under Section 3.1 or Section 3.2 respectively, The G1 Quantum Fund, LLC shall have the option to either (A) terminate this Agreement and repay to Investor all amounts paid by Investor to The G1 Quantum Fund, LLC without interest or premium, within 180 days of The G1 Quantum Fund, LLC election of this option and, at the time of such repayment, this Agreement shall terminate and each parties' rights and obligations hereunder shall terminate; or (B) if The G1 Quantum Fund, LLC does not elect to terminate this Agreement pursuant to (A) of this Section
 - 5.3, this Agreement shall continue; in accordance with its terms unless and until terminated by The G1 Quantum Fund, LLC; provided, however, that (i) The G1 Quantum Fund, LLC shall be entitled to exercise the option to terminate so long as Investor is in default and (ii) Investor shall have the right to remedy such default at any time and become current on payment of the Investment Amount so long as the Agreement has not been terminated, in which case The G1 Quantum Fund, LLC may no longer terminate this Agreement pursuant to (A) of this Section
 - 5.4. The G1 Quantum Fund, LLC sole remedy for failure of Investor to pay the Investment Amount shall be termination of this Agreement pursuant to this Section 5.3.

If the Agreement is terminated pursuant to Section 5.1 or Section 5.2, neither The G1 Quantum Fund, LLC, nor his estate as the case may be, shall be obligated to repay the Termination Amount, and subject to payment of any amounts due prior to termination, the Agreement and all obligations hereunder shall terminate.

6. General Provisions:

6.1 Consistent Reporting. Each party agrees to treat payment of the Investment Amount, the Annual Return Payment and the Termination Amount consistently for financial accounting purposes and tax reporting purposes. The parties shall reasonably coordinate and discuss proper treatment of such transactions. Investor ("Indemnitor") agrees to indemnify, defend and hold The G1 Quantum Fund, LLC harmless from any tax liability, costs, expenses, liabilities, obligations, penalties, actions, judgments, suits, claims, and disbursements

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States, State of New York exclusive of choice-of-laws provisions.

6.3 Assignment. No party may assign such party's rights or obligations under this Agreement without the consent of all parties hereto.

6.4 Amendment: Waiver. This Agreement may not be amended, supplemented, canceled or discharged, except by written instrument executed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

This Agreement is executed as of the date first set forth above

The G1 Quantum Fund, LLC

Investor: _____

Signed: _____

Date: _____ 2016