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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: _____, 2015 (“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 _____ 2015 (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 form 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