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BINDING EXCLUSIVE LICENCE AND PLATFORM AGREEMENT

(the "Agreement")

Date: July 5, 2025

1. Parties

1.1 Effective Acceleration Ventures Limited (ABN [REDACTED]), a corporation incorporated under the laws of Alberta, having its principal place of business [REDACTED]

1.2 AntennaTransfer Inc. (BC 1390618), a corporation incorporated under the laws of BC, having its principal place of business at [REDACTED], ("AntennaTransfer").

EAV and AntennaTransfer are each a "Party" and collectively the "Parties".

2. Definitions

Term	Definition
QuantumAI Secure Platform	AntennaTransfer's proprietary quantum-secured payments, file-sharing and communications platform, including all upgrades, deliverables, documentation and services.
Field of Use	Defense-sector procurement, personnel sourcing, billing, payment processing and related secure communications involving governments, defense departments, NATO entities, and defense contractors.
Minimum Spend	CAD \$1,000,000 (one million Canadian dollars) in aggregate license, subscription, implementation, and support fees payable by EAV to AntennaTransfer during the Initial Term (in order to maintain exclusivity)

3. Purpose

The Parties wish to collaborate on the deployment of the QuantumAI Secure Platform across EAV's global operations—specifically product procurement, personnel procurement, and billing services—under an exclusive arrangement in the Field of Use.

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4.1 **Deployment.** AntennaTransfer shall implement the QuantumAI Secure Platform across:

- (a) EAV's procurement workflows and bid-submission portals;
 - (b) payment-processing and billing infrastructure; and
 - (c) secure personnel-recruitment channels and communications gateways with government agencies.
- (d) Defense equipment bidding and procurement

4.2 Implementation Milestones. The Parties shall agree in writing (email sufficient) to a mutually-binding project plan within thirty (30) days of the Effective Date.

4.3 Support & Training. AntennaTransfer will provide support and training daily Mon-Fri for EAV personnel, included in the Minimum Spend.

5. Exclusivity

5.1 Exclusive Rights Granted to EAV. Subject to timely payment of the Minimum Spend, AntennaTransfer grants EAV the exclusive right to use, market, and reference the QuantumAI Secure Platform within the Field of Use worldwide for the Term.

5.2 Non-Circumvention. AntennaTransfer shall not license, sell, or otherwise provide the QuantumAI Secure Platform (or any substantially similar product or service) for use in the Field of Use to any third party during the Term.

5.3 EAV Restrictions. EAV shall not license, sublicense, or transfer use of the QuantumAI Secure Platform outside the Field of Use without AntennaTransfer's prior written consent.

6. Term and Termination

6.1 Initial Term. Twelve (12) months from the Effective Date ("Initial Term").

6.2 Renewal. Automatically renews for successive twelve-month periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

6.3 Termination for Cause. Either Party may terminate upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to cure within such period.

6.4 Effect of Termination. Sections 5 (Exclusivity), 7 (Fees), 9 (Confidentiality), 11 (Indemnification), 12 (Limitation of Liability), and 14 (Governing Law; Dispute Resolution) survive termination or expiry.

7. Fees, Invoicing & Payment

7.1 Minimum Spend Commitment. A minimum CAD\$1 million needs to be paid by AEV to AntennaTransfer during the initial 12 month Term in order to maintain exclusivity within the defense procurement space. If this condition is not met, EAV will lose its exclusivity.

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8. Intellectual Property

8.1 Ownership. AntennaTransfer retains all right, title and interest in the QuantumAI Secure Platform and related IP.

8.2 License to EAV. AntennaTransfer grants EAV a non-transferable, worldwide, royalty-free license to use the Platform within the Field of Use for the Term.

8.3 Feedback. EAV grants AntennaTransfer a perpetual, royalty-free license to use feedback for product improvement.

9. Confidentiality & Security

Each Party shall protect the other's Confidential Information with commercially-reasonable care, using at least the same degree of protection it affords its own similar information, and not less than industry standard for defense-sector classified data. Obligations survive five (5) years after termination.

10. Compliance & Export Controls

The Parties shall comply with all applicable laws (including ITAR, NATO regulations and Canadian export controls) and maintain appropriate security clearances.

11. Indemnification

11.1 IP Indemnity by AntennaTransfer. AntennaTransfer shall defend and indemnify EAV against third-party claims that the Platform infringes any patent, copyright, or trade secret, subject to customary exceptions (combination, modification, etc.).

11.2 Indemnity by EAV. EAV shall indemnify AntennaTransfer for third-party claims arising from EAV's misuse of the Platform or violation of applicable laws.

12. Force Majeure

Neither Party shall be liable for failure to perform due to events beyond its reasonable control, provided the affected Party promptly notifies the other.

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13.1 Governing Law. This Agreement is governed by the laws of the Province of Ontario, Canada, excluding conflict-of-laws rules.

13.2 Arbitration. Any dispute not resolved amicably within thirty (30) days shall be finally settled by binding arbitration under the ICC Rules, seat Toronto, language English. Judgement on the award may be entered in any court of competent jurisdiction.

14. Miscellaneous

14.1 Entire Agreement. Supersedes all prior oral or written agreements between the Parties on the subject matter.

14.2 Amendments. No amendment is effective unless in writing and signed by both Parties.

14.3 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to an affiliate or successor in interest via merger or asset sale.

14.4 Notices. Must be in writing and deemed given on receipt at the addresses listed above (or as updated in writing).

14.5 Counterparts & E-Signature. Executed in counterparts; electronic signatures and PDF copies are deemed originals.

15. Signature Blocks

Effective Acceleration Ventures Limited

AntennaTransfer Inc.

Name: SAMUEL REID

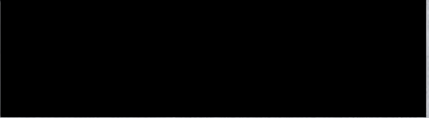
Name: Colin Frost

Title: DIRECTOR

Title: CEO and Director

Date: JULY 5, 2025

Date: 7/8/2025

Signature: 

Signature: 

The Parties, by their duly authorised representatives, have executed this Binding Exclusivity Agreement as of the Effective Date first written above.