



## ARBITRATION AGREEMENT

This **Arbitration Agreement** ("Agreement") is made and entered into as of 9/10/2024, by and between:

**Quantum Capital Research Group**, a California LLC, having its principal place of business at Rancho Cordova, CA ("Company") and **The Limited Partner**.

The Company and Limited Partner may be referred to individually as a "Party" and collectively as the "Parties."

### 1. Agreement to Arbitrate

The Parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, the Limited Partnership Agreement, or any investment or relationship between the Parties (including claims based in contract, tort, or statute) shall be settled by binding arbitration in accordance with the terms of this Agreement.

### 2. Scope of Arbitration

This Agreement applies to all disputes between the Parties, including but not limited to:

- Claims arising from or related to the interpretation, breach, or enforcement of the Limited Partnership Agreement.
- Disputes over investment returns, contributions, distributions, or fiduciary duties.
- Claims of fraud, misrepresentation, negligence, or breach of any duty.
- Any statutory or regulatory claims related to securities law or partnership law.

### 3. Arbitration Rules and Venue

The arbitration shall be conducted as follows:

- **Governing Rules:** The arbitration shall be administered by [Arbitration Institution] in accordance with its [Rules] in effect at the time of the dispute.
- **Venue:** The arbitration shall take place in [City, State], unless the Parties mutually agree to a different location.
- **Arbitrators:** The arbitration shall be conducted by a panel of [one (1) or three (3)] arbitrators. The arbitrators shall be selected in accordance with the rules of the arbitration institution.
- **Governing Law:** The arbitration and this Agreement shall be governed by the laws of the State of [State], without regard to its conflict of law principles.

### 4. Arbitration Process

- **Initiation of Arbitration:** A Party seeking arbitration must deliver a written notice of arbitration to the other Party, describing the nature of the dispute and the relief sought.
- **Discovery:** The Parties shall have the right to reasonable discovery, including depositions and document production, in accordance with the applicable arbitration rules.
- **Hearing:** The arbitrators shall conduct a hearing where each Party may present evidence, witnesses, and arguments. The arbitration may also be conducted based on documents alone if agreed by both Parties.



- **Final Award:** The arbitrators' decision shall be final, binding, and enforceable in any court of competent jurisdiction. The arbitrators may award any relief that a court of law could grant, including damages, specific performance, or injunctive relief.

## 5. Confidentiality

The arbitration proceedings, including all filings, submissions, evidence, and awards, shall be kept confidential by the Parties and the arbitrators, except as required by law or to enforce the arbitration award.

## 6. Costs and Fees

- **Arbitration Costs:** The costs of the arbitration, including the arbitrators' fees and administrative expenses, shall be borne equally by the Parties unless otherwise determined by the arbitrators in their final award.
- **Attorney's Fees:** Each Party shall bear its own attorney's fees and costs unless the arbitrators determine that one Party shall bear all or a portion of the other Party's attorney's fees and costs.

## 7. Waiver of Litigation

By entering into this Agreement, the Parties agree to waive their rights to a trial by jury or to bring claims in court, except for the purpose of enforcing or vacating the arbitration award in a court of competent jurisdiction.

## 8. Exceptions to Arbitration

The following matters shall not be subject to arbitration under this Agreement:

- Claims for temporary, preliminary, or permanent injunctive relief or specific performance in order to prevent irreparable harm. Such claims may be brought in a court of competent jurisdiction, but all other claims related to such actions must be arbitrated.
- Any other claims the Parties agree, in writing, to exclude from arbitration.

## 9. Severability

If any provision of this Agreement is found to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

## 10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to arbitration and supersedes all prior agreements or understandings, whether written or oral, with respect to the same subject matter.

## 11. Amendments

This Agreement may only be amended by a written agreement signed by both Parties.

## 12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflicts of law provisions.