

CONFIDENTIAL
MEMORANDUM OF UNDERSTANDING
JOINT LICENSING & EQUITY PLACEMENT
HUNDO P INC. & QUANTA NETWORKS INC.

Parties:

QUANTA Networks Inc. with offices located at Woodbridge Ontario, Canada, duly represented by Humberto Varela (hereinafter referred to as "QUANTA"),

And

HUNDO P Inc. with offices located at 777 Brickell Ave. Suite 500 Miami, Florida, 33131 USA duly represented by President Darryl Mack (hereinafter referred to as "HUNDO P").

Context:

HUNDO P-QUANTA COLLABORATION – JOINT LICENSING/COMMERCIALIZATION

Item #1- Provision of QUANTA based Device, Application and Network Security

The "Security Services Agreement" relates to providing "next-generation" QUANTA based security provisioning for compatible platforms and applications. Full technology descriptions and benchmarks will be provided moving forward.

The Fee schedule for the provisioning of these services under the role of "Technology Partner" will be:



Item #2 – Sales and Distribution of QUANTA "Emergency" Phone

The "QUANTA Phone" with specific "Emergency" functionality and "QUANTA product features" will be cooperatively promoted and sold via available HUNDO P platforms and channels.

The Vendor "net" revenue allocation schedule for the sale of these products will be:

Hard-Line sales (phones and devices):

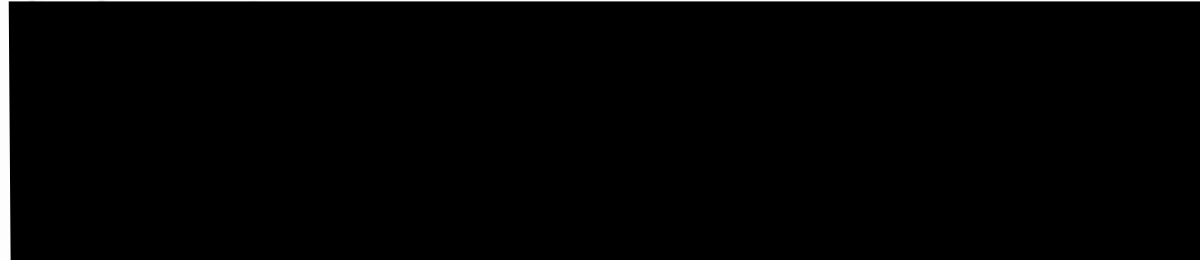
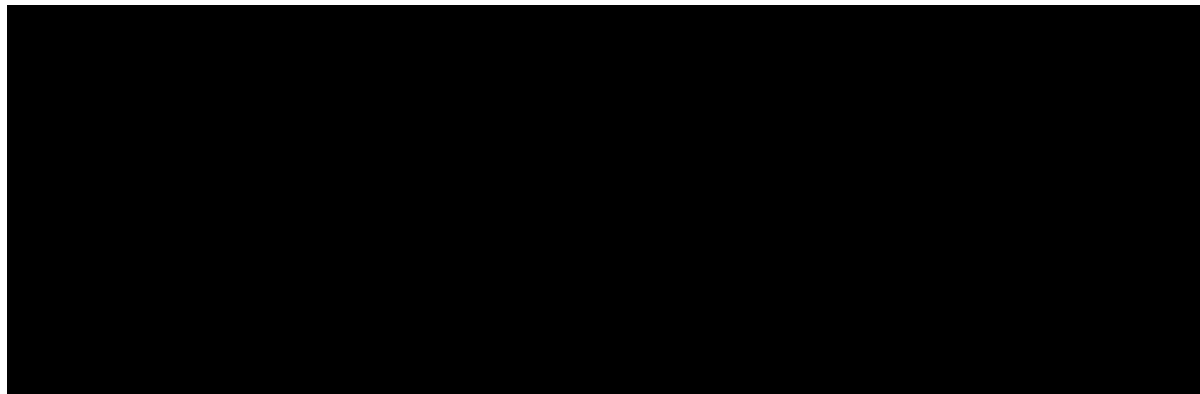
QUANTA [REDACTED]
HUNDO P [REDACTED]
Celebrities [REDACTED]

*Paid upon settlement of sale(s)

Soft Line Sales (subscriptions):

QUANTA [REDACTED]
HUNDO P [REDACTED]
Celebrities [REDACTED]

*Paid in arrears within 45 calendar days.



Marketing Co-Operation Covenants

Upon execution of this MOU, all parties shall use their good faith efforts to jointly promote Hundo P, Quanta Networks and the Quanta Utility Token. Respective materials for release will be kept in a joint Google Drive and will be "pre-approved" for release by Humberto Varela (for Quanta materials) and Daryl Mack (for Hundo P materials). New materials can be added by either individual. Materials can only be removed from the drive with the approval and coordination of both individuals.

This covenant will survive as long as both Varela (Quanta) and Mack (Hundo P) agree it necessary.

Next Steps

Upon execution of this MOU, all parties shall use their good faith efforts to complete and be in a position to execute the Definitive Agreements in as an expedient manner as possible.

If the foregoing is acceptable, please execute the enclosed duplicate copy of this letter in the spaces below. Your execution below will confirm your intention to proceed based on the proposal herein and that, subject to the terms hereof, you accept and agree to be bound only by those provisions of this MOU, which are expressed to be binding.

Confidentiality

The parties hereby agree that they will not use, for any purpose, other than for purposes of evaluating the Proposed Transactions outlined in this MOU, any information or confidential data relating to any other party or its assets, prospects, properties or otherwise, discovered or acquired by them or their respective representatives or agents in connection with their evaluation of the Proposed Transactions and agree that they will not, subject to applicable legal



requirements, disclose, divulge or communicate, whether orally or in writing, any such information or confidential data so discovered or acquired to any other person, firm or corporation except to their legal, accounting and financial advisors on a "need to know" basis in connection with the Proposed Transaction provided that the foregoing shall not apply if such information or data at the time of its disclosure, or thereafter becomes, generally available to, or known to the public (other than as a result of a breach of this provision) or was or is available to the recipient on a non-confidential basis from another source.

Unless otherwise required by law, neither party shall, except with the prior written consent of the other (i) disclose to any person that this letter agreement has been entered into or that any investigations, discussions or negotiations are taking place concerning the Proposed Transactions; or (ii) disclose any of the terms, conditions or other facts with respect to these transactions.

Yours truly,

QUANTA NETWORKS INC.

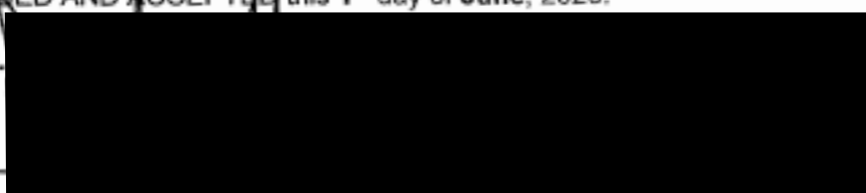
Humberto Varela



ACKNOWLEDGED AND ACCEPTED this 1st day of June, 2020.

HUNDO P INC.

Darryl Mack



ACKNOWLEDGED AND ACCEPTED this 1st day of June, 2020.