

QUANTINUUM INC.

TRANSACTION COMMITTEE CHARTER

(As of June 3, 2026)

I. Purpose

The purpose of the Transaction Committee (the “Committee”) of the Board of Directors (the “Board”) of Quantinum Inc. (the “Company”) is to (i) review, evaluate, and make recommendations to the Board with respect to certain proposed transactions with respect to the Company and any of its Subsidiaries (as defined below) that qualify as “Covered Transactions” within the meaning of the Company’s amended and restated certificate of incorporation (“Certificate of Incorporation”) and the Stockholder Agreement, dated June 3, 2026 (the “Stockholder Agreement”) between the Company and Honeywell International Inc. (“Honeywell”) and (ii) to facilitate compliance by the Company and the Board with the requirements of the Certificate of Incorporation and the Stockholder Agreement with respect to Covered Transactions. Under the terms of the Certificate of Incorporation and the Stockholder Agreement, the Board may not approve, authorize or otherwise take any action with respect to any Covered Transaction unless and until the Committee has first reviewed such Covered Transaction and has made an affirmative recommendation to the Board to approve, authorize or otherwise take such action.

II. Composition

The Committee shall be appointed by the Board as a standing committee of the Board for the period required by the terms of the Certificate of Incorporation and the Stockholder Agreement. The Committee must consist of four directors. For so long as Honeywell has the right to designate two directors to the Board (each such director, a “Honeywell Director”) under the terms of the Certificate of Incorporation and the Stockholder Agreement, both such Honeywell Directors shall serve as members on the Committee. If at any time Honeywell has the right to designate only one director to the Board under the terms of the Certificate of Incorporation and the Stockholder Agreement, such Honeywell Director shall serve as a member on the Committee. The remaining members of the Committee must be appointed by the Board after determination that each director to be appointed to the Committee has experience, in the business judgment of the Board, that would be helpful in addressing the matters delegated to the Committee, in accordance with applicable law and under the terms of the Certificate of Incorporation and the Stockholder Agreement.

Committee members, other than Honeywell Directors, may be removed from the Committee, with or without cause, by the Board. Unless a Chair of the Committee is designated by the Board, the Committee may designate a Chair by majority vote of the members of the Committee. For the avoidance of doubt, the Chair shall vote only as a regular member and shall not have a tie-breaking or casting vote in the case of an equality of votes.

III. Meetings, Procedures and Authority

Each member of the Committee shall be entitled to one (1) vote on each matter submitted to a vote of the Committee. Except as otherwise required by applicable law, all actions of the Committee shall be determined by the affirmative vote of a majority of the members of the Committee present at a meeting at which a quorum is present. A quorum of the Transaction Committee shall not be deemed present at any meeting of the Committee unless all Honeywell Directors are present at such meeting; provided, however, that if any Honeywell Director determines to recuse himself or herself from consideration of a Covered Transaction due to a conflict of interest or in the event of any vacancy on the Committee due to Honeywell's failure to nominate one or more Honeywell Designees (as defined in the Certificate of Incorporation and the Stockholder Agreement), any such Honeywell Director shall not be counted for quorum purposes and such director's presence shall not be required to establish a quorum; provided, further, that in the event that all Honeywell Directors determined to recuse themselves or in the event that no Honeywell Directors are then serving on the Committee due to Honeywell's failure to nominate one or more Honeywell Designees, a quorum will be deemed present with the attendance of the members of the Committee that are not Honeywell Directors. No business shall be transacted by the Committee at any meeting at which a quorum is not present. All actions of the Committee require the affirmative vote of at least one Honeywell Director present at a meeting at which a quorum is present, other than a circumstance in which all Honeywell Directors determined to recuse themselves from consideration of the Covered Transaction or no Honeywell Directors are then serving on the Committee due to Honeywell's failure to nominate one or more Honeywell Designees. The Committee may also act by unanimous written consent of all members of the Committee.

The Committee has the authority to establish its own rules and procedures for notice and conduct of its meetings so long as they are not inconsistent with any provisions of the Certificate of Incorporation, the Stockholder Agreement, or the Company's bylaws that are applicable to the Committee. The Chair of the Committee shall designate a secretary for each meeting who shall record minutes of all formal actions of the Committee. The Committee has sole authority to retain any advisors that the Committee believes to be desirable and appropriate and has the authority to approve related fees and retention terms.

In addition to the duties and responsibilities expressly delegated to the Committee in this Transaction Committee Charter (the "Charter"), the Certificate of Incorporation and the Stockholder Agreement, the Committee may exercise any other powers and carry out any other responsibilities consistent with this Charter, the purposes of the Committee and the Company's bylaws.

IV. Duties and Responsibilities

1. *Covered Transactions.* Immediately following the completion of the initial public offering of the Company and all related restructuring transactions as contemplated in the final prospectus related to the initial public offering of the Company, the Committee shall be responsible for reviewing, evaluating and making recommendations to the Board, as provided by the Certificate of Incorporation and the Stockholder Agreement, with respect to the following matters with respect to the Company and any of its Subsidiaries (collectively, the "Covered Transactions"):

- A. voluntarily commence, authorize, or consent to any proceeding under any applicable bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law (including, without limitation, any filing under the U.S. Bankruptcy Code or any analogous state or foreign law);
- B. voluntarily apply for, initiate, or otherwise effect the delisting or withdrawal of the Company's equity securities from trading on any national securities exchange or automated quotation system on which such securities are then listed or quoted (including, without limitation, the New York Stock Exchange, Nasdaq Stock Market, or any successor thereto);
- C. voluntarily terminate, suspend, or otherwise effect the deregistration of any class of its securities under the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, or any rules or regulations promulgated thereunder;
- D. consummate or agree to consummate any Acquisition, Acqui-Hire, Divestiture, or IP Transaction (each as defined below), if the aggregate Transaction Value (as defined below) for any such transaction, or series of related transactions, is reasonably expected to exceed \$10 million or requires the issuance or commitment to issue any equity securities or equity-linked securities of the Company or any of its Subsidiaries. For purposes of this Section 1.D, "Acquisition" means any merger, consolidation, amalgamation, business combination, or other similar transaction, any joint venture or equity-based partnership, or any purchase or other acquisition of assets (tangible or intangible), equity interests, or a division or line of business; "Acqui-Hire" means any transaction or arrangement, whether or not structured as an acquisition, the primary purpose or reasonably foreseeable effect of which is to (1) hire, retain, or otherwise secure the services of employees, founders, or other personnel of another entity or business, or (2) acquire, license, or otherwise obtain rights in or access to technology, intellectual property, or proprietary know-how of another entity or business, including where a material portion of the consideration is attributable to employment, retention, or compensation arrangements entered into in connection with such transaction; "Divestiture" means a direct or indirect sale, assignment, transfer, conveyance, lease, license (on an exclusive or substantially exclusive basis), exchange, distribution, or other disposition of (including by way of merger, consolidation, spin-off, split-off, recapitalization, or similar transaction) assets, properties, business, or equity interests; notwithstanding the foregoing, the Company may, without the approval of the Committee, make the following divestitures: dispositions of inventory or non-exclusive licenses, sublicenses or other grants of intellectual property, in each case in the ordinary course of business consistent with past practice on arms' length terms; "IP Transaction" means any sale, assignment, exclusive license, or other transfer or disposition of material intellectual property rights and "Transaction Value" means, without duplication, the sum of (1) all cash consideration, (2) the fair market value of any non-cash consideration (including equity securities), (3) the principal amount of any indebtedness incurred, assumed, or refinanced in connection with such transaction, (4) all contingent consideration, earn-outs, deferred payments, or milestone-based payments (valued in good faith by the Company), (5) the value of any employment, retention, or similar compensation arrangements entered into in connection with an Acqui-Hire (to the extent

not otherwise included), and (6) any other amounts paid or payable or liabilities assumed or assumable, directly or indirectly, in connection with such transaction;

- E. directly or indirectly incur, create, assume, guarantee, or otherwise become liable with respect to any Indebtedness (as defined below) if, after giving pro forma effect thereto, the aggregate outstanding principal amount of all Indebtedness of the Company and its Subsidiaries would exceed \$2,000,000 for an individual instrument of Indebtedness or \$5,000,000 for all Indebtedness in the aggregate; provided, however, that further Committee approval shall not be required for the (A) incurrence or draw down of Indebtedness that has already been approved by the Committee, so long as there is no increase in the amount of such previously-approved Indebtedness or material change to the terms of such previously-approved Indebtedness, or (B) intercompany loans, advances, guarantees, and other obligations solely among the Company and one or more of its wholly owned Subsidiaries (or solely among two or more wholly owned Subsidiaries of the Company), in each case incurred in the ordinary course of treasury, cash management, or internal financing activities. For purposes of this Section 1.E, “Indebtedness” means, without duplication, (1) all obligations for borrowed money; (2) all obligations evidenced by bonds, notes, debentures, or similar instruments; (3) all obligations in respect of letters of credit, bankers’ acceptances, or similar facilities (to the extent drawn or, if undrawn, to the extent of any reimbursement obligations); (4) all obligations under capitalized leases (or finance leases); (5) all obligations for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of business); (6) all obligations under interest rate, currency, or other hedging agreements or arrangements; (7) all guarantees of any of the foregoing; and (8) all Indebtedness of others guaranteed or secured by a lien on any asset of the Company or its Subsidiaries, whether or not such Indebtedness is assumed. All Indebtedness incurred as part of a single plan or related series of transactions must be aggregated for purposes of determining compliance with this Section 1.E;
- F. directly or indirectly make or commit to make any Capital Expenditures (as defined below) during any fiscal year in an aggregate amount exceeding 100% of the Capital Expenditures set forth in the Company’s Board-approved annual operating budget for such fiscal year (the “Budgeted CapEx”). For purposes of this Section 1.F, “Capital Expenditures” means, without duplication, any expenditures or commitments that, in accordance with U.S. GAAP, are or would be required to be capitalized (or that would be required to be capitalized but for any accounting elections, materiality thresholds or expensing policies of the Company) on the consolidated balance sheet of the Company and its Subsidiaries, including, without limitation, expenditures for property, plant, and equipment, capitalized software development costs, and capitalized improvements, replacements, or additions. “Budgeted CapEx” means the aggregate amount of Capital Expenditures for the applicable fiscal year as set forth in a detailed annual budget approved by the Company’s Board prior to the commencement of such fiscal year (or, for any fiscal year in which such budget is not so approved, the most recently approved annual budget, adjusted pro rata for such fiscal year). Capital Expenditures must be measured on an accrual basis and must include all amounts incurred or committed in respect of such expenditures, whether paid in cash or financed, including through capital leases or other financing arrangements;

G.

- (i) adopt, approve, modify, amend, restate, supplement or waive any Protected Provision, in whole or in part, of the Certificate of Incorporation or Company's amended and restated bylaws (the "Bylaws") (including by merger, consolidation, conversion, transfer or otherwise), or
- (ii) adopt, approve, modify, amend, restate, supplement, waive or effect any amendment to the Certificate of Incorporation or Bylaws that would disproportionately and adversely affect Honeywell or any Honeywell Company (including by merger, consolidation, conversion, transfer or otherwise).

For purposes of this Section 1.G, "disproportionately and adversely affect" includes, without limitation, any amendment to the Certificate of Incorporation or Bylaws that (1) imposes burdens, obligations, or restrictions on any Honeywell Company that are materially more onerous than those imposed on other holders of Common Stock generally, or (2) adversely affects the rights, preferences, privileges, or voting power of Quantinum Securities held by any Honeywell Company in a manner that is materially more adverse, in relative terms, than the effect on other holders of Quantinum Securities similarly situated. For the avoidance of doubt and without limiting the foregoing, an amendment to the Certificate of Incorporation or Bylaws would be deemed to disproportionately adversely affect Honeywell in the event that it: (1) modifies or eliminates any special governance, consent, nomination, or information rights held by any Honeywell Company; (2) alters or imposes transfer restrictions or ownership limitations in a manner that adversely impacts any Honeywell Company; or (3) reclassifies or restructures equity or voting rights in a manner that has the effect of diluting or subordinating any Honeywell Company relative to any other holder of Common Stock, and "Protected Provisions" means, collectively, (1) any and all provisions that relate to, establish, or govern corporate opportunities, including any provisions that renounce or regulate the doctrine of corporate opportunity or the allocation of business opportunities as between the Company and its directors, officers, stockholders, or their respective Affiliates, and (2) any and all provisions that relate to, establish, or govern the indemnification, advancement of expenses, exculpation, or limitation of liability of the directors and officers of the Company and its Subsidiaries;

- H. issue or create (by reclassification or otherwise) any new class or series of shares having rights, preferences or privileges senior to Class A Common Stock, or pay or declare any dividend or other distribution on any shares of Class A Common Stock, Class B Common Stock or any junior or pari passu capital stock of the Company, or make repurchases or redemptions of any shares of Class A Common Stock or Class B Common Stock or any junior or pari passu capital stock of the Company;
- I. issue, sell, or otherwise dispose of any Quantinum Securities at a price per share that is less than the Fair Market Value of such Quantinum Securities as of the date of such issuance, sale, or disposition; provided, however, that the foregoing restriction shall not apply to the issuance of Quantinum Securities pursuant to a compensatory equity plan, agreement, or arrangement for the benefit of officers, directors, employees, or consultants

of the Company or any of its Subsidiaries. For purposes of this subsection, “Fair Market Value” means, as of any date of determination, the fair market value of the applicable Quantinum Securities as determined in good faith by the Board, taking into account all relevant factors, including without limitation (i) the most recent independent third-party valuation of the Company, if any, (ii) the Company's financial condition, results of operations, and prospects, (iii) the market price of comparable publicly traded securities, if applicable, and (iv) any applicable discounts or premiums for illiquidity, minority interest, or control. In the event of a dispute regarding Fair Market Value, such value shall be determined by an independent, nationally recognized valuation firm selected by the Board, the determination of which shall be final and binding;

- J. enter into any material new line of business or make any material modification to the scope of the Company’s business, in each case, other than natural extensions or evolutions in the ordinary course of the business of the Company and its Subsidiaries;
- K. make, revoke, or change any election or take any other action with respect to the entity classification of the Company or any Subsidiary thereof for U.S. federal, state, local, or non-U.S. tax purposes (each, a “Tax Classification Change”); provided that the Company may cause, or may cause its Subsidiaries, to make a Tax Classification Change with respect to a Subsidiary (other than the Operating Company) if such Tax Classification Change would not reasonably be expected to Adversely Affect any Honeywell Company. For purposes of this Section 1.J, “Adversely Affect” includes, without limitation, any Tax Classification Change that would reasonably be expected to result in (1) a material increase in the tax liability of any Honeywell Company, (2) an acceleration of material taxable income, gain, or other material tax items to any Honeywell Company, (3) a deferral, disallowance, or limitation of material deductions, losses, or credits otherwise available to any Honeywell Company, (4) a material increase in the complexity or costs of any Honeywell Company’s tax compliance obligations (including subjecting any Honeywell Company to taxation in any jurisdiction where it does not otherwise file a tax return), (5) a loss or reduction of any material tax credit, tax exemption, tax holiday, tax incentive, tax treaty benefit or other similar tax benefit; or (6) any other material adverse change in the timing, character, or amount of material tax items allocable to or recognized by any Honeywell Company. This restriction will apply to any Tax Classification Change effected by election, deemed election, conversion, reorganization, or otherwise, including pursuant to any “check-the-box” regulations or analogous provisions under applicable law. Notwithstanding the foregoing, the Company and its Subsidiaries may effect a Tax Classification Change if the Company has been advised by nationally recognized tax counsel in writing that such Tax Classification Change is required by applicable law; and
- L. (1) permit or effect the resignation of the Company as the sole manager of the Operating Company; (2) remove, replace, or otherwise terminate the Company as sole manager of the Operating Company; or (3) appoint, admit, designate, or otherwise authorize any other Person to act as a manager (or in any similar capacity) of the Operating Company, whether individually or jointly with the Company. The Company shall not, and shall cause the Operating Company not to, amend, modify, or waive any provision of the

organizational or governing documents of the Operating Company in a manner that would permit or facilitate any of the actions prohibited by this Section 1.K.

2. *Definitions.* As used in this Charter, any term that is not defined herein must have the following meanings:

“Affiliate” means, with respect to any Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such specified Person, whether such relationship existed as of the date of the Stockholder Agreement or arises at any time thereafter. Notwithstanding the foregoing, none of the Honeywell Companies or any of Cambridge Quantum Holdings Limited and its Affiliates shall be deemed to be an Affiliate of the Company or any subsidiary or controlled Affiliate of the Company (or vice versa).

“Class A Common Stock” means shares of Class A common stock, par value \$0.0001 per share, of the Company.

“Class B Common Stock” means shares of Class B common stock, par value \$0.0001 per share, of the Company.

“Common Stock” means the Class A Common Stock and the Class B Common Stock collectively.

“Honeywell Company” and “Honeywell Companies” mean Honeywell International Inc., Honeywell Holdings International Inc. and any of their respective Affiliates.

“Operating Company” means Quantinuum Holdings, LLC, a Delaware limited liability company.

“Person” means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity or organization, including a government or any subdivision or agency thereof.

“Quantinuum Securities” means any Quantinuum Inc. capital stock (or other equity interests) and any rights, warrants or options to acquire Quantinuum capital stock (or other equity interests) (including securities convertible into or exchangeable for Quantinuum capital stock or into which such Quantinuum capital stock (or other equity interests) is converted or exchanged (including, for the avoidance of doubt, Quantinuum capital stock (or other equity interests) issued in exchange for interests in the Operating Company).

“Subsidiary” means, with respect to the Company, any corporation, limited liability company, joint venture, partnership, trust, association or other entity in which the Company: (i) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (a) the total combined voting stock of such entity, (b) the total combined equity interests, or (c) the capital or profits interest, in the case of a partnership; or (ii) otherwise

has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body; provided that, for the avoidance of doubt, each of the Operating Company and its Subsidiaries must be treated as a Subsidiary of the Company.

3. *Recommendations to the Board.* As appropriate and as determined by the Committee, the Committee shall make recommendations to the Board regarding Covered Transactions.

4. *Reports to the Board of Directors.* The Committee must report regularly to the Board regarding the activities of the Committee.

5. *Committee Self-Evaluation.* The Committee must at least annually perform an evaluation of the performance of the Committee.

6. *Review of this Charter.* The Committee must periodically review and reassess this Charter and submit any recommended changes to the Board for its consideration.

V. Stockholder Agreement

For so long as the Stockholder Agreement is in effect, this Charter will be interpreted to be consistent with such agreement (as such agreement may be amended, supplemented or modified from time to time) and to the extent that there are any provisions of this Charter that are inconsistent with the rights and obligations set forth in the Stockholder Agreement, the provisions of the Stockholder Agreement shall supersede and control over any such conflicting provision.

VI. Termination

Unless otherwise determined by the Board, the Committee shall automatically terminate without further action of the Board and this Charter shall be of no further force or effect upon the date on which the Certificate of Incorporation and the Stockholder Agreement no longer require that any Covered Transaction be reviewed by, and receive the affirmative recommendation of, the Committee prior to Board approval.