

Qualcomm Scaler Startup Program 2026 – Program Agreement

1. This Program Agreement (“**Program Agreement**”) comprises terms and conditions for participating in the Qualcomm Scaler™ Startup Program 2026 (“**Program**”) run by **Qualcomm Technologies, Inc.**, a Delaware corporation with an office at 5775 Morehouse Drive, San Diego, California 92121, U.S.A. (“**QTI**”) is a contract between “Participant” (as defined below) and QTI. Each company that meets the “Eligibility Criteria” (as defined below) and agrees to the Program Agreement through its duly authorized representative is referred to in this Program Agreement as a “**Potential Participant**” or “**you**”. Each individual who enters this Program Agreement on behalf of a Potential Participant represents and warrants that he or she has the power and authority to agree to this Program Agreement in his or her individual capacity and on behalf of the applicable Potential Participant. By checking the box on the landing page, you agree that you have read, understand, and agree to be bound by the Program Agreement on behalf of yourself and the Potential Participant. The Program Agreement is available in English language only. If the Potential Participant is established in France, each French Potential Participant hereby acknowledges and agrees that it understands English and therefore freely consents to enter into the Agreement with QTI in English. Le Contrat du Programme est disponible uniquement en langue anglaise. Le Participant établi en France reconnaît et accepte par les présentes qu’il comprend l’anglais et consent librement à conclure le contrat avec QTI en anglais.

2. No purchase or payment of any kind is required to enter the Program. The Program invites eligible Potential Participants to develop innovative solutions and incorporate them in their product development and design using QTI’s and its affiliates’ products and technologies. This Program Agreement is not a consumer agreement, and to the extent that the Program may be viewed as a contest, the Program is a skill contest and is governed by the terms and conditions of this Program Agreement.

3. Eligibility. The Program is open to any Potential Participant that is legally registered within the participating territories listed below (the “**Participating Territories**”), preferably at an early startup phase pre-seed through series A funding stage, and is subject to the other eligibility guidelines and criteria described on the Program’s website (available at <https://www.qualcomm.com/developer/startup-scaler-program>) (the “**Eligibility Criteria**”).

a. Participating Territories include Africa, Brazil, Canada, France, India, Italy, Japan, Korea, Mexico, Portugal, Saudi Arabia, Singapore, Sweden, Taiwan, United Arab Emirates, United Kingdom, United States of America, and Vietnam.

b. The Program is not open to individuals or non-incorporated entities, or incorporated entities which are affiliated with any government agencies or state-owned entities. The Program is also not open to an incorporated entity in which it is, or any of its subsidiaries, affiliates, principals, directors, officers, executives, employees, representatives, or anyone acting on behalf of the entity is a “Restricted Person” (as defined in the Compliance with Law section below).

4. How to Enter. Potential Participants can apply to the Program through the Program’s website at <https://www.qualcomm.com/developer/startup-scaler-program> at any time. In order to apply to the Program, Potential Participants who meet the Eligibility Criteria should fill out an application form along with their proposals for consideration (“**Proposals**”) in accordance with the application guidelines described on the Program’s website.

5. Participant Selection. Proposals from Potential Participants will be reviewed on a rolling basis and selection is not guaranteed. Proposals will be reviewed based on the applicable Eligibility Criteria and internal business interest, subject to internal business schedules and priorities. If a Potential Participant’s Proposal is accepted into the Program, the Potential Participant will be notified at the email address used

by the Potential Participant's representative when the Proposal was submitted. Proposals that are not selected into the Program will not be notified separately, and Potential Participants are welcome to reapply to the Program if not getting notification within three (3) months. QTI shall have no liability for any acceptance notification that is lost, intercepted or not received by a Potential Participant for any reason. If, despite reasonable efforts, a Potential Participant does not respond within the time period specified in the acceptance notification, or if the acceptance notification is returned as unclaimed or undeliverable to such Potential Participant, or if QTI determines that the Potential Participant does not meet the Eligibility Criteria, such Potential Participant will forfeit participation in the Program. QTI reserves the right to verify that each Potential Participant meets the Eligibility Criteria. Once QTI has reasonably determined that each accepted Potential Participant meets the Eligibility Criteria, such Potential Participant will be referred to in this Program Agreement as a "**Participant**".

6. **Hardware Device.** Once a Participant is accepted into the Program, QTI will provide reasonable assistance to Participants in selection of an appropriate hardware development platform that will best fit the needs and requirements of each Participant's use case described in the Proposal and being implemented by the Participant as part of the Program. Implementation of the Proposal on the designated hardware development platform is a mandatory requirement. Failure to procure and/or use the designated hardware development platform will result in disqualification from the Program at QTI's sole discretion.

7. **Patent Incentives.** Any patent incentives are subject to the availability of QTI's annual global patent incentive funding pool (the "**Funding Pool**"), which is limited and may be exhausted at any time. QTI will publish the total annual amount of the Funding Pool on the Program's website at the beginning of each calendar year and will remove such information once the Funding Pool has been exhausted. Any patent incentives are on a first come, first served basis among the Participants from all Participating Territories.

a. When a Participant files a patent associated with the Proposals during the Program Term (as defined below), using a law firm designated or approved by QTI, being one or more complete (non-provisional) patent applications for technical advancements (either with the United States Patent and Trademark Office (USPTO), the Participant's country, or via the Patent Cooperation Treaty (PCT), the Participant may be eligible for a "Patent Incentive" (as defined herein). QTI may, in its sole discretion, transfer to such Participant, to offset the actual costs of filing and prosecuting up to one (1) patent application, an amount not to exceed, in the aggregate (for all applications), Two Thousand Five Hundred U.S. Dollars (\$2,500) (the "**Patent Incentive**"), subject to availability of the patent incentive funding on a first come, first serve basis. The amount transferred to a Participant may be paid in U.S. Dollars or another currency at QTI's discretion) and shall be subject to the deduction of applicable tax. Each Participant that receives a Patent Incentive will be solely responsible for all federal, state, provincial and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the Patent Incentive. If QTI or its affiliates is held liable to any Participant's tax liability in connection with the Patent Incentive herein, including any fees and costs, Participants are obligated to reimburse QTI or its affiliates such out-of-pocket expenses. Each Participant that qualifies for a Patent Incentive agrees to complete and return any tax forms or other documentation required by QTI to process payment of the Patent Incentive (the "**Payment Documentation**"). If the Participant fails to return the Payment Documentation to QTI by the deadline specified by QTI in the notification, Participant may forfeit the Patent Incentive. QTI is permitted to share the Payment Documentation with the applicable government agency or authority as required by law.

b. QTI is under no obligation, and does not have the resource or mechanism to monitor, track, or regularly update the remaining balance of the Funding Pool on the Program's website, except that QTI will remove the Funding Pool amount from the Program's website as an indication that the Funding Pool is deemed unavailable at that time. Additionally, there may be a delay or discrepancy between the exhaustion of the Funding Pool and the corresponding update or removal of information on the Program website.

Availability of the Funding Pool at the time of a Potential Participant's application or Participant's email notification does not guarantee that the Participant will receive any patent incentive.

8. **Additional Terms of Service.** By entering the Program, each Potential Participant and Participant agree to comply with the Web Site Terms of Use of Qualcomm Incorporated ("**Qualcomm**") (<https://www.qualcomm.com/site/terms-of-use>), which are incorporated by reference into this Program Agreement. In addition, Participants may be required to execute additional appropriate agreements in addition to these terms and conditions, as required in QTI's sole discretion, to progress in the Program.

9. **Personal Data and Privacy Policy.** Any personal information, that is provided by or on behalf of any Participant or any Potential Participant or collected by QTI in connection with the Program, will be retained and used by QTI and its affiliates in accordance with the QTI's Privacy Policy located online at <https://www.qualcomm.com/site/privacy>, and as otherwise set out in this Program Agreement for the purpose of administering this Program. Participants acknowledge the use of such information for such purpose.

10. **Appearance Release.** Each Participant hereby grants permission to QTI and its affiliates, contractors and agents to use Participant's name and location, logo, trademark, service mark, graphics, and the name, image, and likeness of any of Participant's employees, officers, directors, or contractors in the Program for QTIs and its affiliates' advertising or publicity of the Program or in connection with the Program (including, without limitation, "**Programming**" [as defined below]) in any and all media now or hereafter devised throughout the world, in perpetuity and without additional compensation, notification, release, or permission, and waives in favor of QTI and its affiliates all moral rights in connection therewith. QTI may request that Participant participate in promotional activities, case studies and/or other marketing activities regarding the Program. Participant agrees to use its best efforts to participate in such activities and case studies. To the extent permitted by law, Participant consents to and authorizes QTI to film, videotape, digitally record and/or photograph Participant or Participant's designated representative in connection with the Program (the "**Recordings**"), provided that the Participant can obtain necessary consents and permissions from any individual participating in any Recording or Programming (as defined below). QTI may edit and/or include Recordings, in its sole discretion, in one or more visual, audio and/or audio-visual programs or programming segments prepared by or on behalf of QTI and/or its affiliates ("**Programming**") and use, reproduce, distribute, exhibit, perform and otherwise exploit any Recordings and/or any and all portions of Recordings in any and all media whether now known or hereinafter devised throughout the world, in perpetuity (or to the maximum extent permitted by applicable law, and in relation to the Program and QTI's and/or its affiliates business as designated by QTI and/or its affiliates, provided that such use does not prejudice any non-waivable rights of the Participant under applicable law. Participant understands and agrees that Participant shall not be entitled to any compensation with respect to the Recordings or any Programming. To exercise any data subject rights granted by applicable law, Participant shall follow the instruction in the privacy policies mentioned above. To the extent permitted by law, Participant hereby expressly waives and releases QTI and each of its officers, directors, employees, successors, assigns, licensors and licensees from and against any and all claims which Participant may have relating to invasion of privacy, publicity, defamation, infringement of copyright, moral rights, and/or performers' rights or any other claim or cause of action arising out of (a) the production, use, distribution, exhibition, advertising, promotion or other exploitation of any Programming, (b) any and all portions of the Recordings, whether or not included in any Programming.

11. **Warranties and Representations.** By entering the Program, each Potential Participant and each Participant represents and warrants that: (i) each Proposal is an original work created solely by Potential Participant or Participant and not obtained from any third party in any manner, and does not violate or infringe any third party rights including but not limited to third party Intellectual Property Rights; (ii) in the event the Proposal relies on, incorporates or otherwise uses any third party material, including without

limitation any music, videos, trademarks, logos, or any other content or material, Potential Participant or Participant will disclose all details regarding such third party materials to QTI at the time of submission and ensure it has obtained all of the rights, licenses, permissions and releases in writing from any such third party for use of such material in connection with the Proposal and the Program; (iii) the Proposal submitted by it conforms to this Program Agreement and all criteria and guidelines prescribed by QTI; (iv) the Proposal submitted by it is not subject to any third-party agreement(s) and no third-party consents and/or licenses are required in connection therewith; (v) neither QTI nor any of its affiliates will be required to pay or incur any sums to any person or entity in connection with the Proposal submitted by it; (vi) the Proposal submitted by it includes proof that any required permits from local authorities and other permissions have been obtained; (vii) the Proposal submitted by it does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of QTI, any of its affiliates or any other individuals and/or entities; (viii) the Proposal submitted by it does not contain pornographic or obscene content, hateful content of any kind, content which promotes violence, or any other offensive or inappropriate content; (ix) the Proposal submitted by it does not include threats of any kind or any content that may intimidate, harass, or bully anyone; and (x) the Proposal submitted by it does not violate any applicable law or post any content that would abet or constitute a criminal offence under applicable law.

12. Disclaimer. To the extent permitted by applicable law, neither QTI nor any of its representatives, subsidiaries, affiliates, advertising and/or promotion agencies, legal and financial advisors, or any of their respective officers, directors, shareholders, agents, licensees, licensors or employees (collectively “**Released Parties**”) are responsible for incorrect or inaccurate entry of information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer or other network, computer equipment, software or any combination thereof, inability to access QTI’s website, for problems uploading any Proposals or downloading any Program-related materials from QTI’s website or for late, lost, stolen, damaged, misdirected, incorrect, garbled, delayed, undelivered or incomplete Proposals or other materials, except to the extent caused by a Released Party’s willful misconduct or gross negligence. For purposes of this Program Agreement, receipt of a Proposal occurs when QTI’s website servers successfully receive the uploaded Proposal in accordance with the entry guidelines referred to herein and record the required Proposal information.

13. Intellectual Property

a. “**Intellectual Property Rights**”, as used in these Program Agreement, means patents, rights to inventions, copyrights, trademarks, trade names and domain names, rights in get-up, design patent or industrial design rights, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in know-how and trade secrets and any other intellectual property or related rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

b. As between each Potential Participant or Participant and QTI, all Intellectual Property Rights in the Proposal, including all materials and information therein, that in each case were originally created and owned by Potential Participant or Participant, as applicable, solely in connection with and as a result of its participation in the Program (“**Participant Materials**”) will vest solely with Potential Participant or Participant, as applicable, subject to the rights of QTI and its affiliates in and to any QTI Products (and any derivative works thereof) referenced, used or incorporated with or in, or relating to, Participant Materials.

c. QTI and/or its affiliates may from time-to-time, and subject to execution of appropriate license agreement(s), provide any Participant with a limited, non-exclusive, non-sublicensable, non-transferable,

royalty-free, revocable license to access or use certain software, hardware and infrastructure of QTI (“**QTI Products**”) during Participant’s participation in the Program and solely for use in development of the Proposal. Each such Participant acknowledges that access to and use of such QTI Products will be subject to applicable licensing terms and separate license agreements prescribed by the relevant licensing entity. All rights, title and interests in and to the QTI Products, including any Intellectual Property Rights therein or relating thereto, will remain vested solely with QTI, its affiliate or the relevant licensor. QTI, its affiliate or the relevant licensor may at any time revoke the license without any further liability to Participant or any other party.

d. To the extent that any Participant Materials incorporate or rely on any QTI Products or materials created by QTI or its affiliates, agents or licensors, and to the extent Participant intends or desires to continue using such QTI Products after the Program ends (or, if earlier, until the applicable license agreement agreed to during the Program terminates or expires), the applicable Participant will enter into appropriate license arrangements with QTI or the authorized licensors of such materials to continue using such QTI Products. Any such continued licensing for use of such QTI Products or materials created by QTI or its affiliates, agents or licensors is at the sole discretion of QTI or the authorized licensors of such materials.

e. Each Potential Participant or Participant hereby grants to QTI and its affiliates a worldwide, fully paid up, royalty-free, non-exclusive license, under all Intellectual Property Rights that such Potential Participant or Participant owns or controls in and to the Participant Materials, and with the right to sublicense such license to contractors of QTI and its affiliates engaged to perform services related to the Program, to use, import, modify, create derivative works of, adapt, and reproduce the Participant Materials as necessary to provide support and related services to Participant related to its Proposal, and Potential Participant or Participant hereby waives any moral rights in connection therewith.

f. Each Potential Participant and Participant acknowledges that: (i) QTI and its affiliates have access to ideas, concepts, prototypes, products, code, know-how, trade secrets, plans, designs and construction information, processes and flowcharts, formulas, manufacturing techniques, discoveries, inventions, product specifications, machinery, drawings, photographs, computer source codes, equipment, devices, tools and apparatus and any other engineering or other technical information, and other materials, and the same are constantly being submitted to it or being developed by its employees/personnel; and (ii) ideas, concepts, strategies may be competitive with, similar to, or identical to content in the Proposal or Participant Materials and/or each other in theme, idea, workflow, concept, design, format, or other respects. Each Potential Participant and Participant acknowledges and agrees that, to the extent permitted by applicable law, Potential Participant and Participant will not be entitled to any compensation as a result of any use by QTI or its affiliates of any such similar or identical material that has or may come to QTI, or any of its affiliates, from other sources. Except where prohibited by applicable law, Potential Participant and Participant acknowledges and agrees that neither QTI or its affiliates nor any of the Released Parties will now or in the future have any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of Potential Participant’s or Participant’s Intellectual Property Rights in and to its Proposal or Participant Materials. To the maximum extent permitted by applicable laws, Potential Participant and Participant further acknowledges that, with respect to any claim of Potential Participant and Participant relating to or arising out of QTI’s or any of its affiliate’s actual or alleged exploitation or use of any Proposal or Participant Materials submitted, created or arising in connection with the Program, the damage, if any, thereby caused to Potential Participant or Participant will not be irreparable or otherwise sufficient to entitle Potential Participant or Participant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on Participant Materials, and Potential Participant’s and Participant’s rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law to the extent permitted

under applicable law. Nothing in this section limits or excludes liability for QTI's or its affiliates' unauthorized use of Participant Materials in breach of this Program Agreement or applicable law.

14. **Limitation of Liabilities.** EACH POTENTIAL PARTICIPANT AND PARTICIPANT ACCEPTS THE TERMS AND CONDITIONS STATED IN THIS PROGRAM AGREEMENT, AGREES TO BE BOUND BY THE DECISIONS OF QTI, AND WARRANTS THAT PARTICIPANT IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM. EACH POTENTIAL PARTICIPANT AND PARTICIPANT FURTHER AGREES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY ATTORNEYS' FEES AND EXPENSES), ASSERTED AGAINST ANY OF THEM, INCURRED, SUSTAINED, OR ARISING IN CONNECTION WITH THE PROGRAM, OR WHILE PREPARING FOR, PARTICIPATING IN, AND/OR TRAVELING TO OR FROM ANY PROGRAM RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY, OR FROM A POTENTIAL PARTICIPANT'S OR PARTICIPANT'S BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE PROGRAM, INCLUDING THIS PROGRAM AGREEMENT. NOTHING IN THIS CLAUSE IS INTENDED OR SHALL BE INTERPRETED AS LIMITING AND/OR EXCLUDING ANY LIABILITY WHICH CANNOT BE EXCLUDED AND/OR LIMITED UNDER THE APPLICABLE LAW. NOTWITHSTANDING THE REVIEW BY QTI OF ANY PROPOSAL OR PARTICIPANT MATERIALS, EACH POTENTIAL PARTICIPANT AND PARTICIPANT UNDERSTANDS AND AGREES TO BEAR SOLE LIABILITY AND RESPONSIBILITY FOR THE CONTENTS OF ITS PROPOSAL AND ANY PARTICIPANT MATERIALS AND AGREES TO REIMBURSE THE RELEASED PARTIES FOR ANY DAMAGES AND/OR COSTS INCURRED AS A RESULT OF ANY THIRD PARTY CLAIM OR DEMAND RELATING TO SUCH CONTENT, INCLUDING WITHOUT LIMITATION ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION. QTI MAKES NO REPRESENTATION, WARRANTY OR CONDITION WHATSOEVER IN CONNECTION WITH THE PROGRAM THAT IS NOT EXPRESSLY SET OUT IN THIS PROGRAM AGREEMENT.

15. **Disqualification and Withdrawal.** QTI reserves the right, exercisable in its sole discretion to disqualify any Potential Participant or any Participant and end its participation in the Program immediately upon notice and for any reason, including (without limitation) if QTI believes that such Potential Participant or Participant has violated the spirit of the Program, not participated in the Program in good faith, misused any grant, award or incentive provided by QTI, or breached any terms of this Program Agreement, including any representation or warranty provided by Potential Participant or Participant hereunder, at any time during the Program. QTI's determination in this regard will be final without prejudice to Potential Participant's or Participant's rights that cannot be waived under applicable law. You acknowledge and agree that QTI's determinations and decisions are binding and final in all matters related to this Program, including interpretation and application of this Program Agreement (without prejudice to any claim that could be filed before a court of law). Potential Participants and/or Participants may be contacted by QTI using the contact information provided by such Potential Participant or Participant in its Proposal. If Participants decide to withdraw from the Program, you are obligated to promptly notify QTI and refund all incentives provided by QTI to you. Additionally, you are obliged to return any devices provided by QTI related to the Program within seven (7) business days following the notification, and you must delete all personal information before returning. Furthermore, you must cease continue using QTI Products and facilities, and terminate access thereof once being disqualified or withdraw from the Program.

16. **Modification, Cancellation, Suspension.** QTI may cancel, modify, or suspend the Program, or modify this Program Agreement (or any portion thereof or hereof) in its sole discretion, including without limitation due to a force majeure event, without any further obligation or liability to the extent permitted by applicable law. Any modifications made to this Program Agreement will be made effective when posted

on the Program website or otherwise made available to Potential Participants or Participants, and each Potential Participant and Participant hereby acknowledges and agrees that any such modifications will be binding on each Potential Participant and Participant. If a modification is materially adverse to a Potential Participant or Participant, the Potential Participant or Participant may withdraw from the Program by providing notice to QTI before the modification takes effect. Continued participation in the Program after the effective date of the modification will constitute acceptance of the modification.

17. No Relationship. Each Potential Participant and Participant hereby acknowledges and agrees that the relationship between each Potential Participant and Participant and QTI is not a confidential, fiduciary, exclusive or other special relationship, and each Potential Participant and Participant's decision to submit a Proposal in connection with this Program does not place QTI in a position that is any different from the position held by members of the general public with regard to elements of the Proposal, other than as set forth in this Program Agreement.

18. Compliance with Laws. Each Potential Participant and Participant will comply with all applicable laws at all times during the Program. If Participant is permitted access to any facilities, infrastructure or systems of QTI or its affiliates, Participant will comply with all applicable policies, regulations and codes of conduct of QTI and/or its affiliates as communicated to Participant from time-to-time.

a. Potential Participant and Participant represents and warrants to QTI that, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, Potential Participant and Participant, and everyone acting on its behalf, will comply with all applicable anti-corruption laws. Each Potential Participant and Participant represents and warrants to QTI that each Potential Participant and Participant has not, and covenants and agrees that it will not, in connection with the transactions contemplated herein or in connection with any other transactions involving QTI, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business. Each Potential Participant and Participant represents and warrants that no payment will be made to anyone for any reason on behalf of or for the benefit of QTI which is not pre-approved in writing by QTI and which is not properly and accurately recorded in each Potential Participant and Participant's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation.

b. Each Potential Participant and Participant represents and warrants that, in connection with the participation in the Program, the Potential Participant and Participant, and its subsidiaries, affiliates, officers, directors, employees, or anyone acting on their behalf shall at all times comply with all applicable domestic and international anti-corruption/fraud and record-keeping laws and regulations, including but not limited to French laws on anti-corruption, the Combatting Bribery Law issued by Royal Decree No. N/36, the Civil Service Law issued by Royal Decree No. m/49, the Foreign Corrupt Practices Act, the *Corruption of Foreign Officials Act* (Canada), and the UK Bribery Act and Economic Crime and Corporate Transparency Act 2023. No Potential Participant or Participant shall, directly or indirectly, offer, pay, promise make, offer, authorize, or promise any payments or contribution of money, gifts, business courtesies, hospitality or anything of value to any person for the purpose of influencing any official act or decision of such person in their official capacity, inducing such person to perform or omit any act in violation of their lawful duty, improperly obtain or retain business, securing any improper advantage, pay for improper advantage already secured, or inducing such person to use their influence to affect or influence any act or decision of any foreign or domestic government official or employee, government instrumentality, political party, political official, candidate for political office, member of a royal family, or any officer or employee of a public international organization. Participant represents and warrants that no payment will be made to anyone for any reason on behalf of or for the benefit of QTI which is not pre-

approved in writing by QTI and which is not properly and accurately recorded in Participant's books and records, including amount, purpose and recipient, all of which will be maintained with supporting documentation and provided to QTI upon written demand. Subject to relevant laws, each Potential Participant and Participant agrees to notify QTI of any violation of this section that has or may have occurred. Each Potential Participant and Participant additionally represents and warrants, they will strictly comply with all domestic and international export control and economic sanctions laws, orders, and regulations, including but not limited to the Export Administration Regulations, 15 CFR Parts 730-774, the Foreign Assets Control Regulations, 31 CFR Parts 500-599, the *Export and Import Permits Act* (Canada) or *Special Economic Measures Act* (Canada). Subject to relevant laws, each Potential Participant and Participant agrees to notify QTI of any violation of this section that has or may have occurred.

c. Each Potential Participant and Participant additionally represents and warrants to QTI that, in connection with the activities contemplated by this Agreement, Participant will comply with, will not violate, and will not cause QTI to violate any export control and economic sanctions laws, orders, and regulations, including but not limited to the Export Administration Regulations, 15 CFR Parts 730-774, the Foreign Assets Control Regulations, 31 CFR Parts 500-599, as well as similar laws and regulations of other applicable jurisdictions. Potential Participant and Participant warrant that you are not a "**Restricted Person**", which is defined as a legal or natural person (i) listed on a prohibited or restricted party list published by the U.S. government, including but not limited to the U.S. Department of Treasury's "List of Specially Designated Nationals and Blocked Persons" and "Consolidated Sanctions List", and the U.S. Department of Commerce's Entity List, Unverified List, Denied Persons List, and Military End-User List, or any similar list maintained by the United Kingdom, the European Union or its Member States, or other applicable local authority; (ii) located or resident in a country or territory against which the U.S. government maintains comprehensive economic sanctions or an embargo (i.e., currently, Cuba, Iran, North Korea, and the Crimea and other regions of Ukraine controlled by the Russian Federation); or (iii) otherwise the target of U.S. sanctions. Subject to relevant laws, Each Potential Participant and Participant agrees to notify QTI of any violation of this section that has or may have occurred.

19. **Governing Law and Venue.** The Program is governed by the laws of the State of Delaware, U.S.A., determined for this purpose without regard to any conflict of law principles that would result in the application of the laws of a different jurisdiction. The Parties will attempt to resolve all disputes, claims and controversies arising under or in connection with this Program Agreement through mutual negotiation in good faith. All such disputes, claims or controversies arising under or in connection with the Program, the Program Agreement, its formation, execution, performance and termination, which remain unresolved by such good faith negotiation, within thirty (30) days of either Party seeking such negotiation, will be submitted to a confidential arbitration to be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). A single arbitrator will be selected in accordance with the ICC Rules for such arbitration. The place of such arbitration will be in San Francisco, California, U.S.A. The language of the arbitration will be English. The arbitrator's decision will be final and binding on the Parties. The prevailing Party will be entitled to recovery from the other party, all arbitration costs, attorney's fees, and other related expenses, incurred in any such proceedings. The Parties agree that judgment may be entered upon such an award in any court of competent jurisdiction. Nothing in this Program Agreement precludes QTI from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of this Program Agreement or to otherwise maintain the status quo pending outcome of any arbitration proceeding.

20. **Prevailing Language.** This Program Agreement has been drafted in English, and the Participant hereby acknowledges and declares that has full and complete understanding of its contents, effects and

consequences. In case a translation into Participant local language becomes available, this shall only be provided for information purposes and in case of discrepancy between the two versions, the English version shall prevail over the Participant local language.