



Q2B23 Tokyo – Practical Quantum Computing July 19-20, 2023 | Grand Hyatt Tokyo | Tokyo, Japan Sponsorship Agreement

Sponsor:	U.K. Department for Business and Trade
Package:	Diamond
Fees:	List Price: Text Redacted One additional speaking slot: Text Redacted Total: Text Redacted

This Sponsorship Agreement for Q2B23 Tokyo taking place on July 19-20, 2023 at the Grand Hyatt Tokyo (the “**Event**”) is entered into between Sponsor and QC Ware Corp. as of the date of the last signature below (the “**Effective Date**”) and is subject to the terms and conditions attached hereto (the “**Event Terms and Conditions**”). The deliverables that are included as part of Sponsor’s Package (the “**Sponsorship Deliverables**”) and contact information for the parties are set forth below. Payment in full of the Fees is due 30 days from the Effective Date as detailed further in the Event Terms and Conditions.

Sponsors Details

Sponsor Contact and Address	
Street Name and Number	Old Admiralty Building, Admiralty Place
City, State, Zip Code	London SW1A 2DY
Country	United Kingdom
Sponsor Billing Contact	
Name	
Title	
Telephone	
Email	

Sponsor Signature Text Redacted	Management QC Ware Corp. Signature Text Redacted
Name Text Redacted	Name Text Redacted
Title Head of Commerical	Title SVP, Sales & Marketing
Date 12/7/2023	Date 12/7/2023

CONTACT INFORMATION

QC Ware Contact Information:

- **Sponsorship Sales**
Text Redacted
- **Sponsor and Exhibition Management:**
Text Redacted
- **General Questions and Speaker Management:**
Text Redacted
- **Invoices:**
Text Redacted

Sponsor Contact Information:

Name	Text Redacted
Title	Asia Pacific Digital Trade Network Officer
Telephone	Text Redacted
Email	Text Redacted

SPONSORSHIP DELIVERABLES

(1) one 20-minute presentation on July 19 keynote
(1) one 20-minute presentation on July 20 keynote
(1) one 20-minute presentation in the government track
(1) one additional 20-minute presentation
(1) swag item that must be pre-approved by Management
(1) literature item in conference bag
(1) dedicated meeting room on July 19 and July 20
(6) six full conference passes
additional passes at 20% discount
attendee contact info
(for those attendees that have opted in receiving marketing communications from sponsors)
social media promotion on Twitter and LinkedIn (speakers and logo)
exclusive promotion on a Q2B promotional newsletter
conference page branding: diamond level

Event Terms and Conditions

These Event Terms and Conditions together with the fully executed Sponsorship Agreement that references these terms (collectively, the **“Agreement”**) govern the respective rights and obligations between Sponsor and **QC Ware Corp. (“Organizer”)**.

1. Definitions

Any terms defined in the Sponsorship Agreement shall have the meaning set forth in the Sponsorship Agreement.

“Event” means the event described and listed in the Sponsorship Agreement.

“Event Start Date” means the first day of the Event.

“Fees” means the fees payable by the Sponsor as set forth in the Sponsorship Agreement.

“Sponsor Branding” means Sponsor’s trademarks and other such branding as may be provided by the Sponsor to Organizer in connection with the Event.

“Sponsor Materials” means any information and/or materials provided by or on behalf of Sponsor for use in connection with the Event.

“Venue” means the venue, either in-person or virtual, at which the Event is held, as set out on the Sponsorship Agreement.

2. Sponsorship

Upon receipt of all Fees and subject to the terms and conditions of the Agreement, Organizer shall provide Sponsor with the Sponsorship Deliverables set forth in the Agreement. Sponsor acknowledges that Organizer’s ability to provide deliverables may depend on Sponsor’s prompt assistance and/or Sponsor’s timely delivery of Sponsor Materials to Organizer, including, without limitation, swag or advertising copy, and agrees that Organizer shall be excused from providing Deliverables, without any right of refund, to the extent that Sponsor does not provide prompt assistance and/or the timely delivery of Sponsor Materials in connection with such Deliverables.

3. Fees, Payment Terms and Cancellation

Sponsor agrees to pay the Fees set out in the Sponsorship Agreement. Fees listed in the Sponsorship Agreement are exclusive of taxes and Sponsor shall be responsible for the payment of all taxes in connection with the Agreement other than taxes based on Organizer’s income. Unless otherwise agreed by the parties and stated in the Sponsorship Agreement, all Fees shall be paid by Sponsor within 30 days of the Effective Date. Time shall be of the essence regarding payment of Fees. Sponsor acknowledges that Organizer may be entering into non-refundable agreements of its own based on the Agreement and has little flexibility to cancel commitments once made. Instructions for payment will be provided by Organizer upon request or will be indicated on an invoice. In the event of bank transfer payments, all bank charges payable on transfers will be borne by Sponsor. If any amounts payable under this Agreement are not paid to Organizer by their due date for payment, then Organizer shall be entitled to charge interest on such amounts from the due date for payment.

at the maximum legal rate. If Sponsor does not pay all Fees at least 10 days before the Event Start Date, Sponsor shall be in material breach of the Agreement and Organizer may exclude Sponsor from the Event in addition to all other actions and/or remedies that may be available to Organizer.

Sponsor may cancel its sponsorship by providing Organizer advance written notice. In the event that Sponsor cancels its sponsorship, Sponsor may be entitled to a refund or excuse of Fees due depending on when such cancellation notice is received as set forth in the following table:

Days before Event Start Date that cancellation notice is received by Organizer	Percent of Fees refunded or excused
>90	100%
>60 and <=90	75%
>30 and <=60	50%
<30	0%

For the avoidance of doubt, if Sponsor cancels it shall still be required to pay all Fees that have not been paid and are not excused. Sponsor also agrees that if Sponsor cancels Organizer may, but shall not be required to, remove Sponsor from promotional materials prepared for the Event.

Organizer reserves the right to terminate Sponsor's participation in the Event at any time by providing written notice to Sponsor if, in Organizer's reasonable discretion, Sponsor's continued participation in the Event would cause substantial harm to the Event, Organizer's reputation and/or other participants. If Organizer terminates Sponsor's participation in the Event pursuant to the foregoing sentence, Sponsor's sole and exclusive remedy shall be a prompt and full refund of fees paid by Sponsor to Organizer under this Agreement.

4. Event venue, date, time and layout

Organizer reserves the rights to determine, and if it deems necessary, alter at its sole discretion, in each case without liability: (i) the location, type and/or size of the Venue, provided that any updated location shall be within a reasonable distance from the location set forth in the Sponsorship Agreement; (ii) The layout of the Event generally; (iii) The format of the Event; (iv) The content of the Event; (v) Admittance and exit to and from the Event; and (vi) Any and all other technical or administrative details in respect of the Event.

Organizer will use reasonable efforts to notify the Sponsor of any changes or alterations to the Event which may materially and detrimentally impact Sponsor's rights under the Agreement. Sponsor acknowledges and agrees that such changes and alterations may be required to be made by the Organizer to benefit and safeguard the value of the Event as a whole.

Sponsor shall be solely responsible for installing, maintaining and breaking down any Sponsor exhibit.

5. Sponsor Branding and Sponsor Materials

Sponsor hereby grants the Organizer a non-exclusive, non-transferable, royalty-free, revocable, worldwide license, to use the Sponsor Branding and Sponsor Materials for the purpose of promoting, marketing and advertising the Event and to provide the Sponsor Deliverables.

Sponsor represents and warrants that the Sponsor Branding and Sponsor Materials and the authorized use of such by Organizer shall not violate and/or infringe any third-party rights, including, without limitation, intellectual property or privacy rights.

Sponsor acknowledges and agrees that use of any Sponsor Materials in connection with the Event shall be subject to Organizer's approval and that Organizer may reject the use of Sponsor Materials if, in Organizer's sole judgment and discretion, such use of Sponsor Materials may be harmful to or would be inconsistent with the objectives of the Event.

0. Attendee Contact List

Organizer may share with Sponsor certain contact information from Event attendees that opt in to receive marketing information ("**Attendee Contact Information**"). Subject to applicable laws, Sponsor may only use such Attendee Contact Information to follow up with Event attendees for the purposes of marketing Sponsor's products and/or services. Sponsor agrees that it will not sell Attendee Contact Information to or share Attendee Contact Information with any third parties. For the avoidance of doubt, Sponsor shall be responsible for complying with all applicable privacy and data protection laws in connection with Attendee Contact Information.

1. Event Restrictions and Requirements

The following restrictions shall apply in connection with the Agreement:

(a) Sponsor shall not in any manner indicate that Organizer recommends, endorses or approves of Sponsor or Sponsor's product(s) or service(s) without the prior written consent of Organizer.

(b) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork within Sponsor's booth space or anywhere in the Venue will not be permitted. Sponsor shall be responsible for any damage that Sponsor causes to the Venue.

(c) Sponsor may not make a visual or audio recording or transmission of the Event without the prior written consent of Organizer.

(d) Sponsor shall not assign, sublet or apportion the whole or any portion of any space, including exhibit or meeting room space, nor exhibit or display therein any literature other than that produced or distributed by Sponsor in the regular course of business.

(e) Sponsor may not solicit business in any form in the exhibition area if Sponsor does not have exhibit space. Violators of this prohibition may be removed from the Event without any refund of Fees.

(f) All Sponsor personnel must wear registration badges or comply with other policies of the Event to ensure only those authorized attendees are admitted.

(g) The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is prohibited.

(h) No loudspeakers or audio or video equipment that interfere with adjoining sponsors will be permitted in the exhibit area.

8. Event and Venue Policies

Notwithstanding any other provision of this Agreement, the Organizer or Venue may issue generally applicable regulations, policies or instructions in addition to those in this Agreement in connection with the Event (“**Event Policies**”) to help ensure the success and safety of the Event for all participants. Sponsor agrees to comply with all such Event Policies.

9. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ORGANIZER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY GOODS, SERVICES, OR BENEFITS TO BE PROVIDED UNDER THE AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

Neither the Organizer nor any of its respective agents shall be liable to the Sponsor under this Agreement in contract, tort (including negligence) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under the Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same). Organizer’s total liability in contract, tort (including negligence) or otherwise arising in connection with the Agreement shall be limited to the total Fees paid by the Sponsor for the Event.

11. Indemnification

Sponsor will indemnify and hold harmless Organizer, its officers, directors, members, employees, and agents, from and against any claims, actions or demands, including, without limitation, all reasonable attorney’s fees, due to or resulting from Sponsor’s breach of the Agreement or Sponsor’s (or its agent’s) willful misconduct, fraud or negligence.

12. Force Majeure

Organizer shall be relieved of its obligations and have no liability under this Agreement in the event that the holding of the Event by Organizer, the performance by Organizer of any of its material obligations under the Agreement and/or the attendance at the Event by sponsors and/or participants is impossible, illegal or substantially or materially interfered with or delayed, due to any cause or causes beyond the reasonable control of Organizer including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery or technology,

denial of service attacks, power outages, acts or omissions of carriers, third-party local exchange and long-distance carriers, utilities, internet service providers, transmitters, vandals, or hackers, shortage of any material, labor, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, events and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use ("force majeure").

In the event of force majeure, Organizer may cancel, amend the date of the Event or change the Venue (which may include hosting the Event virtually) or otherwise alter the Event. Should the Event be cancelled in connection with any cause not within the reasonable control of Organizer including but not limited to any of the force majeure events as identified in the preceding paragraph, Organizer shall provide a refund on a pro rata basis to the extent that Organizer is released from its financial responsibility to its vendors.

6. Governing law

The Agreement shall be governed by and construed in accordance with the laws of the State of California regardless of conflict of laws principles. In the event of any dispute arising under this agreement, the parties hereby agree that jurisdiction for any claim or dispute arising from or related to this Agreement resides in the federal and state courts situated in Santa Clara County, California.

7. General

The Agreement contains the entire agreement between the parties with respect to the subject matter hereof. For the avoidance of doubt, any Sponsor terms set forth in a purchase order or similar document shall be void and inapplicable. In the event of a conflict between these Event Terms and Conditions and the Sponsorship Agreement, the Sponsorship Agreement shall prevail. All amendments to or waivers of the Agreement must be in writing signed by both parties. Sponsor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Sponsor arising under this Agreement. Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by email or by facsimile transmission or by post, provided that, notices to Organizer must include notice by email to notices@qcware.com and **Text Redacted**. Notice may be made by Organizer to the addresses provided by Sponsor in the Agreement. No waiver by a party of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by authorized representative of such party. Each party is an independent contractor and not an agent, partner or joint venture with any of the other parties and will not represent itself as one. If any portion of the Agreement is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of the Agreement will remain in full force and effect.