

TEAM AGREEMENT

WATTS ON THE MOON PHASE 2 CHALLENGE TEAM AGREEMENT

BETWEEN

HeroX PBC

AND

(INSERT NAME OF TEAM)

1 INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by HeroX PBC (herein referred to as “VENDOR”) and _____ *(Insert name of TEAM)* (herein referred to as “TEAM”) located at _____ *(Insert legal US address of company or team leader)*. VENDOR and TEAM are collectively referred to as “the Parties.”

The purpose of this AGREEMENT is to establish the conditions for TEAM to qualify and participate in the Centennial Challenges Watts on the Moon Phase 2 Challenge (herein referred to as “CHALLENGE”) which will seek to incentivize flexible, robust energy transmission and storage solutions to power the next Moon missions and will result in a monetary award to the winning TEAM(s).

The winners of the CHALLENGE will be selected by a panel of judges, selected by National Aeronautics and Space Administration (NASA) (“FUNDER”), and based on criteria and rules made available to TEAM. NASA (“FUNDER”) is providing a prize purse of up to \$4,500,000 USD (four million five-hundred thousand U.S. dollars) (“Prize”) for the CHALLENGE winners. Unless TEAM wins the CHALLENGE as determined by the selected judges, TEAM will not receive payment of any kind for preparation of or participation by TEAM in the CHALLENGE. CHALLENGE winners will be paid directly by the FUNDER. VENDOR is not responsible for making any payments to any CHALLENGE winners.

All individuals or entities that wish to participate in the CHALLENGE must register as members of a TEAM (hereafter “TEAM MEMBERS”) on the Official Challenge Website and enter into an agreement with VENDOR in the form of this AGREEMENT by signing and delivering to VENDOR the AGREEMENT or an Adoption of Agreement in the form set out in Exhibit A (“Adoption”). TEAM MEMBER must also identify on its Adoption, the names and nationalities of all individuals associated with such TEAM who are participating in any way in the CHALLENGE. Each TEAM MEMBER shall ensure that each of its Members (i) complies with all applicable terms of this AGREEMENT and all rules of the CHALLENGE, and (ii) is covered by the TEAM insurance policy required under this AGREEMENT or the TEAM provides proof of financial responsibility as detailed in 6.9 Insurance & Indemnification and completes Exhibit C and Exhibit D, as applicable in the Team Agreement.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS shall be considered registered participants in the CHALLENGE. The TEAM MEMBERS must designate a TEAM LEADER who is a registered individual TEAM MEMBER of their TEAM.

The TEAM LEADER shall serve as the TEAM’s sole representative in the CHALLENGE, shall be the TEAM’s

administrative point of contact with **VENDOR**, and shall have the authority to bind the **TEAM** and all **TEAM MEMBERS** in all matters relating to the **CHALLENGE**.

All **TEAM MEMBERS**, including **TEAM LEADER**, will apply to register for the **CHALLENGE** by signing and delivering to **VENDOR** an original Adoption, and must receive written concurrence from **VENDOR** in order to be registered **TEAM MEMBERS** to participate in the **CHALLENGE**. A **TEAM** may be disqualified if **VENDOR** or **FUNDER** finds **TEAM** to be in breach of any Eligibility Requirements.

By signing an Adoption, each **TEAM MEMBER** is deemed to have signed this **AGREEMENT** and is committing itself, to be bound by all the terms of this **AGREEMENT**. Further, by signing this **AGREEMENT**, the **TEAM LEADER** is representing that all **TEAM MEMBERS** have executed the Adoption of Agreement and that no one else will become a **TEAM MEMBER**, or otherwise participate in the **CHALLENGE** with the **TEAM** until such new **TEAM MEMBER** has signed this **AGREEMENT**, and **TEAM LEADER** has received concurrence from **VENDOR**. **VENDOR** may disqualify any **TEAM** if it discovers that an individual is participating in the **CHALLENGE** with such **TEAM** who has not complied with the foregoing requirements. **TEAM LEADER** will provide **VENDOR** with a copy of the Adoption signed by each **TEAM MEMBER**.

A team-designated **TEAM LEADER** shall be responsible for the actions of and compliance with the rules, including prize eligibility rules, by all members of his or her **TEAM**. If a **TEAM LEADER** is unable to continue as **TEAM LEADER**, then a new **TEAM LEADER** may be named, as long as that person agrees in writing to fulfill the duties to be a **TEAM LEADER** and is otherwise eligible to be **TEAM LEADER** as required by this section. Such a change must be documented on an Adoption of Agreement in the form set forth in Exhibit A and submitted to **VENDOR** along with an explanation of the circumstances as soon as possible. Proposed changes of **TEAM LEADER** are subject to approval by **VENDOR** and **FUNDER** in their sole discretion.

Execution of this **AGREEMENT** indicates the willingness and intent of **TEAM** to participate in the **CHALLENGE** and to follow and abide by all the terms of this **AGREEMENT**.

All interactions by **TEAM** regarding **CHALLENGE** will be directly with **VENDOR**. **TEAM MEMBERS** will communicate with **VENDOR** through **TEAM LEADER**.

2 CHALLENGE DETAILS

2.1 Overview

The **CHALLENGE** is designed to incentivize flexible, robust energy transmission and storage solutions to power the next Moon missions. See **CHALLENGE** rules for details.

The **CHALLENGE** will be conducted by **VENDOR**. The Prize for the **CHALLENGE** is provided by **FUNDER** through the Centennial Challenges Program.

A total prize purse of up to \$4,500,000 USD will be awarded for Phase 2 of the **CHALLENGE**.

2.1.1 Awards:

| Competition Level | Number of Winners | Prize Purse per Winner | Total Prize Purses Awarded |
|---------------------|-------------------|--|----------------------------|
| Competition Level 1 | Up to 7 | \$200,000 | \$1.4 million |
| Competition Level 2 | Up to 4 | \$400,000 | \$1.6 million |
| Competition Level 3 | Up to 2 | 1 st place: \$1,000,000 2 nd place: \$500,000 | \$1.5 million |

| | | | |
|-------|--|--|---------------|
| Total | | | \$4.5 million |
|-------|--|--|---------------|

2.2 CHALLENGE Rules

Refer to the Watts on the Moon Phase 2 Challenge Rules as issued by VENDOR for CHALLENGE overview, rules, and definitions.

2.3 Deadline

The CHALLENGE will be conducted from December 2021 to April 2024. FUNDER can extend the Challenge milestones at its discretion by providing public notice.

2.4 Financing

TEAMS may not request the U.S. Government or foreign governments to provide funding for purposes of the TEAM participation in the CHALLENGE.

2.5 Uses of Federal Resources

TEAM is permitted to use or pay for the use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government if access is made available on an equitable basis. TEAM must inform VENDOR in advance of planned use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government. VENDOR in consultation with FUNDER will determine if access has been made available on an equitable basis at its discretion.

A TEAM using information previously developed with U.S. Government funding must declare such information to VENDOR and shall promptly make such information available to VENDOR, FUNDER, and other competitors upon request. No use of current/active U.S. government funds may be used to participate in the CHALLENGE.

2.6 Government Regulations and Licensing

TEAM will comply with all U.S. laws, regulations and policies, including those relating to export control and nonproliferation, and the laws of relevant state and local jurisdictions that pertain to or govern any activities conducted by TEAM in connection with the CHALLENGE.

2.7 Eligibility

NASA welcomes applications from individuals, teams, and organization or entities that have a recognized legal existence and structure under applicable law (State, Federal or Country) and that are in good standing in the jurisdiction under which they are organized with the following restrictions:

- a. **Individuals must be** U.S. citizens or permanent residents of the United States **and must be** 18 years of age or older.
- b. **Organizations must be** an entity incorporated in **and** maintaining a primary place of business in the United States.

- c. **Teams must be** comprised of otherwise eligible individuals or organizations and led by an otherwise eligible individual or organization.

U.S. government employees may enter the competition, or be members of prize-eligible teams, so long as they are not acting within the scope of their federal employment, and they rely on no facilities, access, personnel, knowledge or other resources that are available to them as a result of their employment except for those resources available to all other participants on an equitable basis.

U.S. government employees participating as individuals, or who submit applications on behalf of an otherwise eligible organization, will be responsible for ensuring that their participation in the Competition is permitted by the rules and regulations relevant to their position and that they have obtained any authorization that may be required by virtue of their government position. Failure to do so may result in the disqualification of them individually or of the entity which they represent or in which they are involved.

Foreign citizens may only participate through an eligible US entity as

- I. An employee of such entity
- II. A full-time student of such entity, if the entity is a university or other accredited institution of higher learning (Exhibit B),
- III. An owner of such entity, so long as foreign citizens own less than 50% of the interests in the entity, **OR**
- IV. A contractor under written contract to such entity.

Each individual, whether acting alone or as part of a TEAM, must identify his/her nationality. No TEAM MEMBER shall be a citizen of a country on the NASA Export Control Program List Category II: Countries determined by Department of State to support terrorism. (The current list of designated countries can be found at <http://oiir.hq.nasa.gov/nasaecp/>). This includes individuals with dual citizenship unless they are a U.S. citizen or a lawful permanent U.S. resident (green card holder). Further, pursuant to Public Law 112-55, NASA is prohibited from participating, collaborating, or coordinating bilaterally in any way with China or any Chinese-owned company. Thus, NASA will review submissions to ensure no TEAM or Entity falls under this prohibition.

2.8 Ineligible persons or entities

TEAMS will be ineligible to win the Prize if any TEAM MEMBER is a federal entity or Federal employee acting within the scope of their employment. This includes any U.S. Government organization or organization principally or substantially funded by the Federal Government, including Federally Funded Research and Development Centers, Government-owned, contractor operated (GOCO) facilities, and University Affiliated Research Centers. Any such entity or individual shall obtain prior written approval from their cognizant ethics officer that such participation does not violate federal personnel laws or applicable agency policy. A copy of this approval to participate in the CHALLENGE shall promptly be provided to VENDOR. Current employees and consultants of VENDOR may only participate as TEAM MEMBERS when the TEAM is not competing for the Prize from FUNDER.

2.9 Prize Payment

Participation of such parties as TEAM MEMBERS on a TEAM will make a TEAM ineligible for any Prize award. FUNDER will issue Prize payments to the TEAM LEADER or designated eligible entity (approved by the FUNDER) of winning TEAM(s) no later than 60 days after the announcement of the winner(s) of the CHALLENGE and submission by such TEAM LEADER of information for Electronic Funds Transfer. Funds will be payable to the TEAM LEADER upon provision and acceptance of proof of citizenship and permanent resident status to FUNDER. The FUNDER shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDER shall only be obligated to make Prize payments to the TEAM LEADER. TEAM MEMBERS

hereby acknowledge that any failure of the TEAM LEADER to make payments of any kind to TEAM MEMBERS is the responsibility of the TEAM LEADER, and not the responsibility of VENDOR or FUNDER.

2.10 Disclosure of Confidential Information

VENDOR may request information from TEAM on its CHALLENGE designs, programs, and other technical information for safety and rules compliance purposes only. No public release of information regarding TEAM's technical approach will be made without the expressed permission of the TEAM LEADER.

If requested, VENDOR will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and VENDOR may agree. VENDOR may share such information with FUNDER. If the Parties are unable to agree on a confidentiality agreement, VENDOR reserves the right to terminate the participation of a TEAM in the CHALLENGE.

3 SAFETY

VENDOR reserves the right, in its sole discretion, to eliminate any TEAM or individual TEAM MEMBER from the CHALLENGE if the TEAM or individual TEAM MEMBER poses a threat to safety or health of self, team members, participants or competitors.

4 GOOD SPORTSMANSHIP

TEAM agrees that failure to refrain from unsportsmanlike and/or disruptive conduct may result in TEAM's immediate elimination from participation in the CHALLENGE upon the discretion of VENDOR. Unsportsmanlike and/or disruptive conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE, an attempt to delay CHALLENGE operations, or an attempt to annoy, abuse, threaten, or harass any other person, or tamper with any other team's submission. An ombudsman will be available as a liaison to help resolve any disputes. In order to engage the ombudsman, a team must contact HeroX within 24 hours of the incident at the following email address: gethelp@herox.com. After receiving a request to engage the ombudsman, HeroX will review the request and, if appropriate, engage the ombudsman to determine a resolution.

4.1 Winner Determination

The judging panel will determine the winners as described in the rules.
The judges' decisions are final.

5 RIGHTS

5.1 Use of Names, Trademarks and Insignias

TEAM may not use the name, trademark or insignia of VENDOR, its contractors, collaborators, or FUNDER on its printed materials related to the participation of TEAM in the CHALLENGE without VENDOR's or its contractor's, collaborators, or FUNDER' prior written consent, whichever Party is applicable.

TEAM agrees that unauthorized use of such names, trademarks and insignias shall result in elimination from participation in the CHALLENGE if TEAM continues unauthorized use after being notified to cease and desist by VENDOR or FUNDER as applicable.

5.1.1 Media Rights

TEAM retains all media rights related to the story of its participation in the CHALLENGE.

TEAM agrees that VENDOR and FUNDER will retain all media rights related to the story of the CHALLENGE.

Each TEAM MEMBER agrees to let VENDOR and FUNDER use the name of the TEAM and the name and likeness of such TEAM MEMBER (without charge) in connection with the media material prepared and distributed by VENDOR and FUNDER relating in any way to the CHALLENGE.

TEAM agrees to provide VENDOR and FUNDER reasonable amounts of video footage or access for recording activities related to participation of TEAM in the CHALLENGE and the right to use said footage for public affairs and/or educational purposes.

TEAM agrees that its failure to furnish video footage or access for recording purposes based on VENDOR's reasonable requests may result in TEAM's removal from participation in the CHALLENGE.

5.2 Purchase and Sales Rights

TEAM agrees that FUNDER retain the non-exclusive right to purchase from TEAM the resultant or derived product, service, or technology used to win the CHALLENGE subject to the parties reaching mutual agreement after the CHALLENGE. This section does not guarantee a purchase of the resultant or derived product, service, or technology.

TEAM retains all rights to sell the resultant or derived product, service, or technology used to win the CHALLENGE to whomever they wish, provided they abide by all local, state, and U.S. Government laws and regulations regarding the sale and export of technology.

5.3 Intellectual Property Rights

Notwithstanding anything to the contrary in this AGREEMENT, VENDOR and FUNDER claim no intellectual property (IP) rights from TEAM's submission for this CHALLENGE.

To the extent TEAM owns IP resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDER, in FUNDER's discretion and upon FUNDER's instigation, for a grant of a nonexclusive, nontransferable, irrevocable, license to practice or have practiced for or on behalf of the United States, the IP throughout the world, at reasonable compensation and on terms acceptable to each party, if FUNDER chooses to pursue such a license.

5.4 Disclaimer of Warranty

Goods, services, facilities, or equipment provided by VENDOR and FUNDER under this Agreement are provided "as is." VENDOR and FUNDER makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this AGREEMENT, or as to any products made or developed under or as a result of this AGREEMENT including as a result of the use of information generated

hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities, or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the U.S. Government nor its contractors shall be liable for special, consequential, or incidental damages attributed to such goods, services, facilities, equipment, or information, or services provided under this AGREEMENT or such research, information, or resulting products made or developed under or as a result of this AGREEMENT.

5.5 Disclaimer of Endorsement

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this AGREEMENT or provision of goods, services, facilities or equipment under this AGREEMENT does not constitute endorsement by NASA. TEAMS agree that nothing in this AGREEMENT will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of TEAMS resulting from activities conducted under this AGREEMENT.

6 GENERAL PROVISIONS

6.1 Governing Law

U.S. Federal law governs this AGREEMENT for all purposes, including, but not limited to, determining the validity of the AGREEMENT, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

6.2 Acceptance and Removal

The final deadline for submitting the Registration and Submission form through the Watts on the Moon Phase 2 Challenge website (www.herox.com/WattsOnTheMoon) is 05:00 PM EDT on March 9, 2022. However, this AGREEMENT must be completed, signed and returned to the VENDOR before the TEAM can be considered for participation in the CHALLENGE.

By executing this AGREEMENT, VENDOR accepts TEAM for CHALLENGE.

VENDOR has the right to eliminate TEAM from the CHALLENGE at any time if TEAM fails to meet any material term of this AGREEMENT.

Removal of the TEAM from participating in the CHALLENGE eliminates the possibility of TEAM winning the CHALLENGE and/or a Prize.

TEAM agrees to abide by a decision for removal made by VENDOR, without contest, legal recourse, or any other action of protest of the decision.

6.3 Reporting

When required, TEAM agrees to provide VENDOR with a written total (a single amount) of the following: TEAM's incremental and cumulative financial, property (capital), personnel, and any other investments, and/or expenditures (direct or in-kind) made to conduct any and all activities related to or required by participation of TEAM in the CHALLENGE. VENDOR will not make this information public except in aggregate form for all TEAMS competing in the CHALLENGE.

TEAM agrees that failure to meet this reporting requirement may result in its removal from participation in the CHALLENGE.

6.4 Effective Date

The Effective Date of this AGREEMENT is the later date on which the Parties execute this AGREEMENT.

6.5 Responsible Officers

The following are Responsible Officers (TEAM LEADER and VENDOR's designee) for each Party for purposes of providing periodic TEAM updated information, to coordinate planning of the CHALLENGE, and to perform other interfacing functions between TEAM and VENDOR as necessary. When questions arise about CHALLENGE rules, the Responsible Officer may contact VENDOR for a case-by-case interpretation and ruling.

VENDOR
Kyla Jeffrey
Director of Customer Success
1(800) 974-9829 ext. 522
Kyla@HeroX.com
3 Germay Dr, Unit 4-4402, Wilmington, DE 19804

TEAM NAME: _____
TEAM LEADER NAME: _____
TEAM LEADER PHONE: _____
TEAM LEADER EMAIL: _____
TEAM LEADER MAILING ADDRESS: _____

6.6 Complete Agreement

This AGREEMENT represents the full and complete understanding and agreement between the parties regarding their relationship and the CHALLENGE. It merges and supersedes all previous agreements, oral or written, express or implied including related communications and representations.

6.7 Invalidity

The invalidity, in whole or in part, of any part of this AGREEMENT herein shall not affect the validity or enforceability of any other part of this AGREEMENT.

6.8 Assignment

This AGREEMENT may not be assigned by TEAM to any party without the prior approval of VENDOR and the FUNDER.

6.9 Insurance & Indemnification

Each TEAM MEMBER agrees to assume any and all risks and waives claims against VENDOR and the U.S. Government and its related entities, except in the case of willful misconduct, for any injury, death, damage, or loss of property, revenue, or profits, whether direct, indirect, or consequential, arising from each TEAM MEMBER's participation in the CHALLENGE, whether such injury, death, damage, or loss arises through negligence or otherwise. For the purposes of this paragraph 6.9 and paragraph 6.10, the term "related entity" means a contractor or subcontractor at any tier, and a supplier, user, customer, cooperating party, grantee, investigator, or detailee.

TEAM agrees to obtain any and all insurance policies and coverage required by its local, state, or federal governments to conduct any and all virtual activities related to or required by participation of TEAM, or the TEAM MEMBERS, in the CHALLENGE. In addition, VENDOR requires that prior to the start of Competition Level 2, each TEAM selected to compete in Level 2 obtain liability insurance in the amount of \$250,000 USD minimum that covers each TEAM MEMBER or otherwise demonstrate financial responsibility for that amount to cover all claims by (A) a third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in the CHALLENGE, with the U.S. Government and VENDOR named as an additional insured under the TEAM's insurance policies; and (B) the U.S. Government, VENDOR, and its contractors for damage or loss to Government or VENDOR property resulting from or related to CHALLENGE activities. TEAM may be required to secure a higher level of insurance in the amount the FUNDER designates prior to the start of Competition Level 3, if selected to compete in Competition Level 3, depending on the FUNDER'S assessment of risk posed by the TEAM's solution to the testing facility. The TEAM and all TEAM MEMBERS agree to indemnify the U.S. Government and VENDOR against third-party claims for damages arising from or related to CHALLENGE activities

Proof of insurance in such form as reasonably required by HeroX shall be provided to HeroX, no later than ten (10) days prior to the Submission Deadline for Competition Level 2 as outlined in Exhibit C. Proof of insurance in such form as reasonably required by HeroX shall be provided to HeroX, no later than ten (10) days prior to the Submission Deadline for Competition Level 3 as outlined in Exhibit D, if required by FUNDER. Alternatively, if Team intends to fulfill this requirement by demonstrating financial responsibility in the requisite amount, Team shall submit to HeroX in writing such information as demonstrates to HeroX, in HeroX's reasonable discretion, that Team has sufficient financial responsibility to cover the potential claims cited in the requisite minimum amount as outlined in Exhibit C and Exhibit D, as applicable in the Team Agreement.

TEAM agrees that failure to meet this requirement will result in TEAM's removal from participation in the CHALLENGE.

6.10 Waiver, Release, and Covenant Not to Sue

In consideration for the opportunity to compete in the CHALLENGE, TEAM agrees to assume any and all risks arising from or related to the CHALLENGE, waives all claims against, and covenants not to sue, whether in contract or tort, VENDOR, its contractors and related entities, including FUNDER and the U.S. Government and its related entities, for any injury, death, damage, loss of property or revenue or profits, whether direct, indirect, or consequential, arising from its participation in the CHALLENGE, including preparation for the CHALLENGE and any advice received in connection with the CHALLENGE, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

TEAM also acknowledges that VENDOR has entered into agreement with FUNDER to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to FUNDER and not to VENDOR.

Commitments by the U.S. Government to provide the Prize for this CHALLENGE are subject to the availability of appropriated funds, and no provision in this AGREEMENT shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C 1341.

6.11 Additional Rules

VENDOR may, with concurrence from FUNDER, implement such additional rules or requirements, as it deems appropriate to administer the CHALLENGE. Failure to adopt or follow such additional rules or requirements shall be grounds to terminate a TEAM and all TEAM MEMBERS from the CHALLENGE.

7 DELAY, CANCELLATION OR TERMINATION

TEAM acknowledges that circumstances may arise that require the CHALLENGE to be delayed indefinitely or cancelled. Such delay or cancellation, and/or the termination of this AGREEMENT, shall be within the full discretion of VENDOR or its assignee, and TEAM accepts any risk of damage or loss due to such delay, cancellation, and/or termination.

8 EXECUTION

The undersigned agree to all terms of this AGREEMENT.

VENDOR
HeroX PBC
TITLE

TEAM LEADER NAME: _____
TEAM NAME: _____
.

Date: _____

Date: _____

EXHIBIT A:

APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT

By an Individual (“Adoption”)

The undersigned applies to register for the Watts on the Moon Phase 2 Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2021 Watts on the Moon Phase 2 Challenge Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the AGREEMENT, TEAM MEMBER agrees:

- In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against VENDOR and FUNDER, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.

- Abide by all TEAM AGREEMENT provisions, including but not limited to 2.4 “Financing,” 2.6, “Government Regulations and Licensing,” 4 “Good Sportsmanship,” 5.2 “Media Rights,” 6.3 “Reporting,” 6.9 “Insurance & Indemnification,” 6.10 “Waiver and Acknowledgement,” and to submit all questions and issues to VENDOR through the TEAM LEADER.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Team Member Must Confirm the Following

- TEAM MEMBER is an individual who is a citizen or permanent resident of the United States.
- TEAM MEMBER is not an individual who is a citizen or permanent resident of the United States. Accordingly, TEAM MEMBER is NOT eligible to win a prize in the CHALLENGE.

TEAM MEMBER Name: _____

TEAM MEMBER Citizenship: _____

TEAM MEMBER Place of Employment: _____

TEAM MEMBER Signature: _____ Date: _____

Application endorsed by: Team Leader Name: _____

Signature: _____ Date: _____

Application Approved by: VENDOR Name: _____

Signature: _____ Date: _____

APPLICATION FOR APPROVAL OF TEAM MEMBERSHIP AND ADOPTION OF AGREEMENT

By an Entity (“Adoption”)

The undersigned applies to register for the 2021 Watts on the Moon Phase 2 Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached 2021 Watts on the Moon Phase 2 Challenge Team Agreement that TEAM MEMBER acknowledges having read, understood and agreed to by signing below. In particular, but without limitation of other responsibilities under the AGREEMENT, applicant TEAM MEMBER agrees:

- In return for the opportunity to participate in this CHALLENGE, to waive any and all claims against VENDOR and FUNDER, including but not limited to claims in contract and tort, related to or resulting from any and all activities under or arising from participation as a TEAM MEMBER.
- Abide by all Team Agreement provisions, including but not limited to 2.4 “Financing”, 2.6, “Government Regulations and Licensing”, 4 “Good Sportsmanship”, 5.2 “Media Rights”, 6.3 “Reporting”, 6.9 “Insurance & Indemnification”, 6.10 “Waiver and Acknowledgement”, and to submit all questions and issues to VENDOR through the TEAM LEADER.
- Cause all Entity Members listed below to be bound by this Adoption by initialing their name on the List of Entity Members. Also, in said initialing, Entity Members acknowledge awareness and agreement to this Adoption.

All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Team Member Must Confirm the Following:

- TEAM MEMBER is an entity incorporated in and which maintains its primary place of business in the United States.
- TEAM MEMBER is not an entity incorporated in and which maintains its primary place of business in the United States. Accordingly, TEAM MEMBER is NOT eligible to win a prize in the CHALLENGE.

Entity Name: _____

Location of Incorporation: _____

Primary Place of Business: _____

Authorized Entity TEAM MEMBER Signature: _____ Date: _____

Application endorsed by: Team Leader Name: _____

Signature: _____ Date: _____

Application Approved by: VENDOR Name: _____

Signature: _____ Date: _____

List of Entity Members

1 Member Name: _____ Citizenship: _____ Initial _____

2 Member Name: _____ Citizenship: _____ Initial _____

3 Member Name: _____ Citizenship: _____ Initial _____

4 Member Name: _____ Citizenship: _____ Initial _____

5 Member Name: _____ Citizenship: _____ Initial _____

6 Member Name: _____ Citizenship: _____ Initial _____

7 Member Name: _____ Citizenship: _____ Initial _____

8 Member Name: _____ Citizenship: _____ Initial _____

9 Member Name: _____ Citizenship: _____ Initial _____

10 Member Name: _____ Citizenship: _____ Initial _____

11 Member Name: _____ Citizenship: _____ Initial _____

12 Member Name: _____ Citizenship: _____ Initial _____

13 Member Name: _____ Citizenship: _____ Initial _____

14 Member Name: _____ Citizenship: _____ Initial _____

15 Member Name: _____ Citizenship: _____ Initial _____

EXHIBIT B
FOREIGN STUDENT ACKNOWLEDGEMENT

I, _____, an Entity Member with
_____ (Entity TEAM MEMBER) on TEAM
_____, acknowledge that (i) during the term of the attached 2021
Watts on the Moon Phase 2 Challenge Team Agreement (“AGREEMENT”) and at the time of the CHALLENGE, I am a
bona-fide, full-time student enrolled at an accredited U.S. institution of higher education, (ii) during the term of the
AGREEMENT, I am in the United States on a valid student visa and am otherwise in compliance with all local, state, and
federal laws and regulations regarding the sale and export of technology, (iii) I will comply with all terms and conditions
of the AGREEMENT; and (iv) I am not a citizen or permanent resident of the United States. Accordingly, I am NOT
eligible to win a prize from FUNDER in the CHALLENGE. All capitalized terms not otherwise defined herein shall have
the meanings ascribed in the AGREEMENT.

Entity Member Citizenship: _____

Entity Member Institute of Enrollment: _____

Entity Member Signature: _____

Acknowledgement Endorsed by Entity TEAM MEMBER:

Name: _____

Signature: _____

Date: _____

Acknowledgement endorsed by: Team Leader

Name: _____

Signature: _____

Date: _____

Acknowledgement endorsed by: VENDOR

Name: _____

Signature: _____

Date: _____

FOREIGN PARTICIPANT ACKNOWLEDGEMENT

I, _____, an Entity Member with _____ (Entity TEAM MEMBER) on TEAM _____, acknowledge that I will comply with all terms and conditions of the AGREEMENT. I confirm that I am not a citizen or permanent resident of the United States, and accordingly, I am NOT eligible to win a prize from FUNDER in the CHALLENGE. All capitalized terms not otherwise defined herein shall have the meanings ascribed in the AGREEMENT.

Entity Member Must Check One of the Following Confirm the Following:

- Entity Member is an employee of such entity
- Entity Member is a full-time student of such entity, if the entity is a university or other accredited institution of higher learning,
- Entity Member is an owner of such entity, so long as foreign citizens own less than 50% of the interests in the entity, **OR**
- Entity Member is a contractor under written contract to such entity.

Entity Member Citizenship: _____

Entity Member Signature: _____

Acknowledgement Endorsed by Entity TEAM MEMBER:

Name: _____

Signature: _____ Date: _____

Acknowledgement endorsed by: Team Leader

Name: _____

Signature: _____ Date: _____

Acknowledgement endorsed by: VENDOR

Name: _____

Signature: _____ Date: _____

EXHIBIT C
INSURANCE COVERAGE/FINANCIAL RESPONSIBILITY CERTIFICATION

The undersigned submits and certifies with the attached _____ that they have sufficient insurance coverage or financial responsibility for \$250,000 USD for Phase 2, Competition Level 2 to cover claims by a third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in the CHALLENGE.

TEAM LEADER

Name: _____

Signature: _____ Date: _____

If participating as an entity:

Entity Name: _____

Authorized Entity TEAM MEMBER

Name: _____

Signature: _____ Date: _____

EXHIBIT D
INSURANCE COVERAGE/FINANCIAL RESPONSIBILITY CERTIFICATION

The undersigned submits and certifies with the attached _____ that they have sufficient insurance coverage or financial responsibility for \$TBD USD for Phase 2, Competition Level 3 if required by FUNDER to cover claims by a third party for death, bodily injury, or property damage, or loss resulting from an activity carried out in connection with participation in the CHALLENGE.

TEAM LEADER

Name: _____

Signature: _____ Date: _____

If participating as an entity:

Entity Name: _____

Authorized Entity TEAM MEMBER

Name: _____

Signature: _____ Date: _____