

**2015-2016 Partnership for Freedom's Rethink Supply Chains
Master Challenge Agreement**

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Master Challenge Agreement

1. Definitions of Terms Used in the Agreement

- 1.1 **“Administrator”** is Luminary Labs, LLC.
- 1.2 **“Agreement” or “Master Challenge Agreement”** means the 2015-2016 Partnership for Freedom's Rethink Supply Chains Master Challenge Agreement.
- 1.3 **“Authorization”** means the Master Challenge Agreement executed by all applicable individuals and/or an authorized signatory for a legal entity or entities.
- 1.4 **“Challenge”** means the 2015-2016 Partnership for Freedom's Rethink Supply Chains Challenge that aims to identify, prevent and eradicate labor trafficking and/or forced labor practices from supply chains for goods and services.
- 1.5 **“Challenge Prize Agreement”** means an agreement between each Grand Prize and Grand Prize Runner Up winner and the Partnership containing the standard terms and conditions required in connection with the disbursement of funds from the Partnership, which is a tax-exempt organization.
- 1.6 **“Challenge Submission Form”** means the online submission form for the Challenge available at the Challenge website, the landing page for which is located at <https://www.partnershipforfreedom.org/rethinksupplychains/>
- 1.7 **“Effective Date”** means the last date that all applicable parties have fully executed this Agreement.
- 1.8 **“Entrant(s)”** means the individual, group of individuals, legal entity, or team of legal entities identified in the Challenge Submission Form and the Authorization, as applicable, that meets all eligibility requirements for the Challenge set forth in the Official Rules, or that applied for and received a waiver of an eligibility requirement from Sponsor in writing, and continues to meet other eligibility requirements and otherwise complies with the Agreement throughout the Challenge. Per Section 4 of the Official Rules, *each Entrant must be (1) an individual or team of individuals consisting of legal residents of the United States and comprised of individuals at least 18 years of age, or (2) an entity or team of entities organized in and maintaining a primary place of business in the United States. To avoid any ambiguity, foreign citizens who are not legal residents of the United States can participate only as Team Members of an entity that is properly organized in the U.S. and that maintains a primary place of business in the U.S., or as Team Members of a team for which the Team Lead is an U.S. citizen or resident.* Please note that foreign individuals, teams of foreign individuals, foreign entities, and teams of foreign entities may apply for a waiver of the requirement to be a legal resident of the United States or an entity organized in the United States pursuant to Section 4 of the Official Rules.

- 1.9 “Final Accelerator Phase”** means the Finalist mentorship activities and Finalist Boot Camp organized by Administrator and/or Sponsor running from the Announcement of Finalists in January 2016 through March 2016 when Grand Prize Application submission closes.
- 1.10 “Finalist Boot Camp”** means the event Administrator and/or Sponsor will hold in the Washington, D.C. metropolitan area on February 22-23, 2016.
- 1.11 “Finalist(s)”** means up to five (5) Entrants whose submissions during the Challenge Open Submission Period were selected by the Judges according to the Finalist Evaluation Criteria.
- 1.12 “Finalist Evaluation Criteria”** means the specific criteria, delineated in Section 6 of the Official Rules, to be used by the Judges to evaluate solutions submitted during the Open Submission Period.
- 1.13 “Grand Prize Application”** means the application submitted by each eligible Finalist after participation in the Finalist Boot Camp.
- 1.14 “Grand Prize Evaluation Criteria”** means the specific criteria, delineated in Section 6 of the Official Rules, used by the Judges to evaluate Grand Prize Applications in order to choose one (1) Grand Prize winner and one (1) Grand Prize Runner-Up winner.
- 1.15 “Humanity United,” “Partnership or “Sponsor”** means Humanity United, a tax-exempt California nonprofit public benefit corporation that is sponsoring the Challenge.
- 1.16 “Intellectual Property”** means any and all (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (i) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, moral rights, and mask-works; (ii) trade secret rights and other Confidential Information; (iii) patents, patent applications, and disclosures (including, without limitation, reissues, divisions, reexaminations, extensions, provisionals, continuations, and continuations-in-part thereof), designs, and other industrial property rights; (iv) trademarks; (v) all other proprietary rights of every kind and nature, whether arising by operation of law, contract, license, or otherwise; (vi) source code, object code, formulas, ideas, concepts, methods, know-how, processes, inventions, techniques, specifications, devices, and the like; and (vii) all registrations, applications, renewals, extensions, continuations, divisions, reissues and the like.
- 1.17 “Joinder in Agreement”** means the signature of each Team Member confirming that he, she or it meets the requirements of, will act, and has acted in compliance with the Agreement, and is and will be bound by the terms and conditions of the Agreement.
- 1.18 “Judges”** means the judges chosen by Sponsor who will, in their sole discretion, select up to five (5) Finalists and subsequently select one (1) Grand Prize winner and one (1) Grand Prize Runner-Up winner from among the Finalists.

- 1.19 “Team Lead”** means, in the case of any Entrant comprised of more than one individual, a legal entity, or a team of legal entities, the individual identified in the Challenge Submission Form and Authorization, as applicable, who has been granted full authority to bind the Entrant and each Team Member of Entrant and to receive all communications regarding this Challenge. An individual Entrant is the Team Lead with regard to his or her submission. The Team Lead must be a United States citizen or legal resident of the United States, unless Sponsor authorizes otherwise in writing and in its sole discretion, after receipt of a written request for exemption of this eligibility requirement.
- 1.20 “Official Rules”** means the 2015-2016 Partnership for Freedom’s Rethink Supply Chains Challenge Official Rules, Terms & Conditions, attached hereto as Exhibit A, and as may be modified or changed by Sponsor in its sole discretion.
- 1.21 “Open Submission Period”** means the period from launch of the Challenge until December 13, 2015 at 11:59:59 PM ET during which any Entrant that desires to participate in the Challenge can make a submission containing a description of the Entrant’s proposed technological solution, the issue the technology solution will address, and generally how the solution will address that issue.
- 1.22 “Prize(s)”** means the Finalist Prize, the Grand Prize and/or the Grand Prize Runner-Up, as applicable or collectively as context indicates.
- 1.22.1 “Finalist Prize”** means an award of \$20,000 and the opportunity to receive and utilize development advice during the Finalist Accelerator Phase.
- 1.22.2 “Grand Prize”** means a distribution of \$250,000 to further develop the concept set forth in the Grand Prize Application of the selected Finalist.
- 1.22.3 “Grand Prize Runner-Up”** means a distribution of \$50,000 to further develop the concept set forth in the Grand Prize Application of the selected Finalist.
- 1.23 “Team Member”** means any individual, as well as any individual or entity otherwise engaged by an Entrant, who is a material participant in that Entrant’s effort to win the Competition. For purposes of this Agreement, the term “material participant” means any individual or entity that makes any contribution of significance to an Entrant’s efforts to win the Challenge. Team Member includes without limitation: (i) contributors of any pre-existing or developed Intellectual Property to the Challenge entry or application; (ii) individuals or entities involved in the design, development, testing, or launch of the Challenge entry or application; and (iii) any individual having a management, supervisory, or other leadership role within Entrant. Each Team Member must be identified on the Authorization for an Entrant to be deemed eligible.

2. Overview of Challenge

2.1 Purpose of Challenge

The Challenge calls upon developers, designers, advocates, and innovators to submit concepts for technological solutions that identify and address labor trafficking in global supply chains for goods and services. Through the Challenge, Prizes will be awarded to winning Entrants, pursuant to the terms and conditions of this Agreement and the Challenge Prize Agreement, as applicable, that create a winning technological solution or intervention to help corporations, governments, and NGOs understand where trafficking occurs in supply chains and track and respond to labor violations, elevate the voices of workers, and improve accountability in foreign labor recruitment.

2.2 Scope of Agreement

The purpose of this Agreement is to fully state the rights and responsibilities between Entrant, including any Team Member, on the one hand, and Sponsor and other participating entities, including Judges and Administrator, on the other hand. By participating in the Challenge, Entrant, and each Team Member, as applicable, each agree to be bound by the terms and conditions of this Agreement, now existing and as it may be amended, supplemented or modified in the future by Sponsor to conform to the purpose of this Challenge, and further agree that this Agreement is the only agreement that governs participation in the Challenge. If Entrant and each Team Member do not agree to all of the terms in this Agreement or cannot comply with all of the terms of this Agreement, then Entrant does not meet the requirements for, and must refrain from, participating in the Challenge. By completing an Authorization, as applicable, and participating in the Challenge, Entrant and each Team Member, as applicable, represents and warrants that he, she or it meets all eligibility requirements for the Challenge.

Sponsor may amend, supplement or otherwise modify this Agreement and/or the Official Rules as necessary to fairly and in good faith manage and operate the Challenge. Entrant's continued participation in the Challenge constitutes an acceptance by Entrant and Team Member of any such new or amended terms of the Agreement that Sponsor may announce and implement. If there is any conflict between the Official Rules and this Agreement at any time, the terms and conditions of this Agreement control. Sponsor will require each Entrant, including each Team Member thereof, to execute this Agreement and provide a valid Authorization before the Sponsor provides any Prize to such Entrant.

3. Eligibility for the Challenge

Entrant agrees that it can only participate in the Challenge if Entrant, and each Team Member, agrees to and satisfies at all times the eligibility requirements set forth in Section 2 of the Official Rules. Each Team Member must be clearly identified in the Challenge Submission Form and the Authorization, as applicable, for an Entrant to be deemed eligible.

In this regard, Sponsor at any time during the Challenge retains the right, in its sole discretion, to determine that Entrant has used or relied on an additional Team Member not identified on the Challenge Submission Form and Authorization, as applicable, in creating and/or developing its

solution and to determine, in Sponsor's sole discretion, whether that the Entrant may be ineligible and disqualified as a result or whether to require such Team Member to execute a Joinder In Agreement or the Agreement, as applicable.

4. Execution of Authorization

Entrant must execute the applicable Authorization upon request of the Sponsor, and Entrant agrees that before Sponsor is obligated to pay any Prize in this Challenge to Entrant, Sponsor has the right to request each Team Member to execute an individual Joinder in Agreement or individual Authorization to confirm agreement of each Team Member to all of the Entrant's obligations and responsibilities under this Agreement and the Official Rules. Notwithstanding the above, each Entrant and each Team Member, by participating in the Challenge, agrees that all obligations, representations, warranties, waivers, dispute resolution procedures and releases applicable to Entrant in this Agreement applies to and binds both the Entrant and each Team Member individually.

5. Restrictions and Requirements for Entrant's Submission

Entrant agrees that it must comply with all restrictions and requirements related to its technological solution for the Challenge provided for in the Official Rules, including but not limited to those described in Section 4 and Section 5 of the Official Rules, and that failure to satisfy or comply with these requirements subjects Entrant to disqualification by Sponsor. Further, Entrant represents and warrants that the Intellectual Property in the technological solution created for, or submitted in connection with, this Challenge is an original work of Entrant and fully owned by Entrant, except for any open source code or applicable licenses. If any open source code is utilized, Entrant must disclose in detail the open source code and, upon request, must provide to Sponsor or Administrator a copy of the applicable open source license or agreement authorizing use of the open source code before Entrant's technology solution can be used in the Challenge. If any content of Entrant's solution is licensed, Entrant must provide a copy of the license and any authorization for Entrant to sublicense and license as required by the terms and conditions of this Agreement before Entrant's technology solution can be used in the Challenge. Sponsor may, in its sole discretion, determine whether the open source code or any licensed content sufficiently satisfies the terms and conditions of this Agreement, and the objectives of the mission and the goals of this Challenge.

6. Judges and Judging of Finalists and Prize Winners

Sponsor will select a panel of between five and seven Judges with experience in the fields of business, investing, technology, human rights, and/or philanthropy. Sponsor may in its sole discretion replace or name replacement Judges for the Challenge, as Sponsor deems warranted.

Entrant agrees that the Judges will review the eligible submissions received by Sponsor during the Challenge Open Submission Period and will select up to five Entrants to be deemed Finalists according to the Finalist Evaluation Criteria described in Section 6 of the Official Rules. If the Judges determine that no submission sufficiently satisfies the criteria for the Challenge, then no submission will be chosen.

Entrant further agrees that the Judges will review the Grand Prize Applications submitted by Finalists, consisting of an updated description of the concept, an overview of how the concept evolved during the Finalist Accelerator Phase, a demonstration of the prototype, an implementation timeline to build out the prototype into a deployable solution within twelve (12) months of the Challenge, and key learnings from the Finalist Accelerator Phase. The Judges will use the Grand Prize Evaluation Criteria described in Section 6 of the Official rules to determine one (1) Grand Prize winner and one (1) Grand Prize Runner-Up winner.

Sponsor shall instruct Judges that they are prohibited at any stage of the Challenge from discriminating or engaging in any unethical behavior against any Entrant based on religion, national origin, gender, or other protected classes, in awarding Prizes or in taking any other actions in the Challenge.

Entrant agrees not to contact or communicate with any Judge(s) outside of the authorized submission processes, directly or through any Team Member or otherwise, and acknowledges that any violation will result in Entrant's disqualification.

Entrant and any Team Member agrees that all decisions of Judges are in their sole discretion and that any action or inaction by Sponsor as to Judges or judging is final and binding and in the sole discretion of Sponsor.

7. Finalists, Finalist Prize, and the Finalist Accelerator Phase

Up to five (5) Finalists will be provided a Finalist Prize to further develop their proposed technological solution in the Finalist Accelerator Phase, which is comprised of Finalist mentorship and a Finalist Boot Camp.

Entrant agrees that it is solely responsible for any and all other costs and expenses incurred in developing its technological intervention for the Challenge. The Team Lead is wholly responsible for the management and use of the Finalist Prize, including the payment of all taxes and other associated fees as required by law resulting from the receipt of the Finalist Prize or other resources received from Sponsor during the Challenge, and distribution of the Finalist Prize to Team Members, as applicable. Team Lead shall be responsible for supplying the applicable taxpayer identification number to Sponsor before Team is eligible to receive Finalist Prize or other resources from Sponsor.

7.1 Finalist Accelerator Phase

Entrant's willingness and participation in the Finalist Accelerator Phase is one criterion of the Grand Prize Evaluation Criteria.

7.2 Attendance at Finalist Boot Camp

Entrant agrees that, if selected as a Finalist, Entrant will be required to send at least one Team Member to Finalist Boot Camp at Entrant's sole expense and otherwise participate in the Finalist Accelerator Phase of the Challenge. Finalist Prize monies may be used to fund travel expenses of Team Members to the Finalist Boot Camp.

7.3 Grand Prize Application

At the end of the Finalist Accelerator Phase, each Finalist will have the opportunity to submit a Grand Prize Application consisting of an updated description of the Entrant's concept, an overview of how the concept evolved during the Finalist Accelerator Phase, a demonstration of a prototype, an implementation timeline to build out the prototype into a deployable solution within twelve (12) months of the Challenge, and Entrant's key learnings during the Finalist Accelerator Phase. The Judges will review any eligible Grand Prize Application and, according to the Grand Prize Evaluation Criteria, will select up to one (1) Grand Prize winner and one (1) Grand Prize Runner-Up winner. Both a Grand Prize winner and a Grand Prize Runner-Up winner will be chosen only if two Grand Prize Applications meet all judging criteria and otherwise conform to the Official Rules and this Agreement.

8. Grand Prize Winners

8.1 From the Grand Prize Applications that meet all judging criteria and conform to the Official Rules and this Agreement, the Judges will select, based on the Grand Prize Evaluation Criteria, up to one (1) Grand Prize winner one (1) Grand Prize Runner-Up winner.

8.2 Entrant agrees that the Grand Prize and Grand Prize Runner-Up must be used to support the development of the Entrant's technological solution proposed in the Grand Prize Application. This may include covering operational or administrative costs of an organization to implement the concept, as appropriate.

8.3 If selected as the Grand Prize winner or Grand Prize Runner-Up, Entrant agrees to enter into a Challenge Prize Agreement and abide by the requirements in the Challenge Prize Agreement. The Grand Prize winner and Grand Prize Runner-Up winner also may be required to participate in periodic meetings and conference calls to share knowledge and information from their experiences working on their solutions with the Partnership and other key stakeholders. If after being selected for the Grand Prize or Grand Prize Runner-Up, such winner is unable for any reason to fulfill the terms of the Official Rules, this Agreement, or the Challenge Prize Agreement, the Partnership reserves the right to require that any unspent funds be returned.

9. Payment of Prize

9.1.1 Entrant will only be awarded a Prize in the Challenge if the Team Lead timely notifies Sponsor of applicable bank account information for payment of such monies by Sponsor. Bank account information may be updated by written notice to Sponsor by the Team Lead, so long as Sponsor receives such notice thirty (30) days

in advance of the expected payment date. Such notice must include appropriate taxpayer identification information for the bank account to which the funds will be transferred.

- 9.1.2** Any Prize shall be paid by Sponsor directly to the bank account information specified by Entrant through its Team Lead in accordance with this section and if otherwise in compliance with the terms of the Official Rules and this Agreement.
- 9.1.3** Entrant agrees that compliance with the payment instructions provided by Team Lead shall constitute full payment of the applicable Prize by Sponsor to Entrant and each Team Member of Entrant.
- 9.1.4** In no event shall Sponsor be responsible for any division or distribution of any Prize awarded in the Challenge among or by any Team Member or any other persons or entities. Team Lead is responsible for any individual payments to be made to a Team Member or other parties. Sponsor shall have no responsibility or role whatsoever in determining a proper or fair distribution of Prize on behalf of or for any Team Member.
- 9.1.5** Sponsor will report the payment of monies to any Entrant that is not a legal entity to the tax payer identification number associated with the account authorized by the Team Lead, unless Sponsor is (a) notified in writing otherwise by the Team Lead thirty (30) days in advance to payout the monies in some other manner and (b) provided the appropriate tax payer identification information is supplied to support any other payment manner. If Sponsor receives such notice from the Team Lead, Sponsor shall report monies as the Team Lead instructs, so long as it determines or receives verification that this it is legal under applicable tax laws to do so. Otherwise, Sponsor shall pay the Prize to the account the Team Lead previously authorized Partnership to use.

10. Agreements of Entrant, Team Members and Any Legal Entities

- 10.1** If Entrant is a legal entity, Entrant represents and warrants that it has the authority and legal right to represent and warrant as to all of the terms and conditions of the Official Rules and Agreement on behalf of Entrant and individual Team Members, including but not limited to Team Member rights to publicity and Intellectual Property rights. Entrant, however, agrees that before Sponsor is obligated to pay any Prize in this Challenge to Entrant, Sponsor has the right to request each individual Team Member to execute an individual Joinder in Agreement to confirm agreement of each Team Member to all of the Entrant's obligations and responsibilities under this Agreement and the Official Rules.
- 10.2** If Entrant is comprised of individuals, Entrant represents and warrants that each Team Member has executed or will execute an individual Authorization, which represents the individual's full execution of the Agreement, whereby the individual is bound by all of the obligations, representations, warranties, waivers, dispute resolution procedures and releases applicable to Entrant.

- 10.3** Individual Team Members warrant and represent that they have the authority to execute this Agreement, agree to be bound individually by all of the obligations, representations, warranties, waivers, dispute resolution procedures and releases applicable to Entrant and by all terms and conditions of the Official Rules and this Agreement, and agree to be bound by the decisions and communications of the Team Lead to Sponsor and Administrator pertaining to this Challenge.
- 10.4** The Team Lead warrants and represents that he or she has the authority to agree to the terms of this Agreement and execute this Agreement, as applicable, on behalf of Entrant, including, if applicable, the legal entity comprising Entrant and/or any Team Member.
- 10.5** Entrant agrees to ensure that during the entire duration of the Challenge that it owns or has sufficient licenses acceptable to Sponsor as to any Intellectual Property utilized in Entrant's technological solution submitted in the Challenge. If a Team Member departs or withdraws from Entrant or Challenge, Entrant agrees to ensure that Entrant continues to own or have sufficient licenses to all Intellectual Property rights or Entrant may be disqualified in the sole discretion of Sponsor.

11. Intellectual Property and Submission License

- 11.1** Entrant acknowledges that Intellectual Property rights in technology that Entrant created for, or submitted in connection with, this Challenge shall be retained by the Entrant, except as provided for in the Official Rules and the Agreement.
- 11.2** Entrant agrees that, by participating in the Challenge, the Entrant – whether an individual, a team of individuals or entities, or an entity – hereby irrevocably grants to Sponsor and Administrator a limited, non-exclusive, royalty free, worldwide, license and right to reproduce, publicly perform, publicly display, and use the submission and the concept contained in the submission and Grand Prize Application to the extent necessary to administer the Challenge, and to publicly perform and publicly display an abstract of the submission and the concept contained in the submission and the Grand Prize Application, including, without limitation, for advertising and promotional purposes relating to the Challenge and/or the Partnership.
- 11.3** The Grand Prize winner and Grand Prize Runner-Up winner agree to and hereby grant to Partnership a non-exclusive, worldwide, royalty free, perpetual and irrevocable right to reproduce, publish, modify, distribute and make derivative works of the submission, the Grand Prize Application and the concept and materials contained therein, solely in furtherance of Partnership's charitable mission and objectives.

12. Nature of Payments and Language of Challenge

- 12.1** All payments made in this Challenge by Sponsor, whether as a Prize or any other payments, will be made in accordance with United States law and in U.S. dollars. Sponsor may restrict or prohibit payment to any Entrant or Team Member for failure to satisfy the eligibility requirements set forth in Section 2 of the Official Rules or based on Entrant or a Team Member residing in countries subject to United States export

sanctions, and may subject Entrant and/or Team Member to United States state and federal taxes, as applicable.

12.2 Odds of receiving any Prize depends on the skill of each Entrant, the number participating Entrants in the Open Submission Period, and the number of Entrants that are selected to participate as Finalists. If no Entrant meets the criteria set forth in these Official Rules and the Agreement, no Entrant will receive any Prize.

12.3 All entries, applications and presentations made in connection with this Challenge must be in the English language.

13. Publicity Related to Challenge

13.1 Entrant and each Team Member agree that Sponsor, and Sponsor's authorized representatives, may use Entrant and Team Member names and likenesses without compensation for promotion of the Challenge and Partnership's charitable foundation and mission.

13.2 Entrant and each Team Member agree that Partnership retains all rights including media rights to promote the Challenge and the participation of Entrant and Team Member in the Challenge, including the receipt of any Prize.

13.3 Entrant and each Team Member agree to cooperate with and provide Partnership, and Partnership's authorized representatives, with all requests for information and photographs for promotional purposes and to otherwise provide promotional or public materials for use in the promotion of the Challenge without any additional consideration.

14. Disqualification from Challenge

14.1 Disqualification

14.1.1 Entrant agrees not to violate any Intellectual Property rights of any third party during the Challenge. Partnership is not responsible for providing any legal advice to Entrant, including regarding Intellectual Property rights.

14.1.2 Entrant agrees to adhere to the existing terms of this Agreement and the Official Rules, and as they may be revised by Sponsor, throughout the entire Challenge in order to remain eligible for the Challenge. If at any time Entrant is found to be in violation of any requirements, Sponsor may disqualify Team in Sponsor's sole discretion.

14.1.3 Entrant agrees not to attempt to cheat, bend the rules, or otherwise engage in non-ethical actions. If at any time Entrant is found to have engaged in non-ethical actions, Sponsor may disqualify Entrant in Sponsor's sole discretion.

14.1.4 Entrant agrees to comply with all applicable laws, regulations and policies of applicable country, state and/or local jurisdiction and of the United States relating to any activities of Entrant and each Team Member in the Challenge. If Entrant and each

Team Member does not so comply, Sponsor may disqualify Entrant in its sole discretion.

14.1.5 Entrant agrees that it has no right to and will not use the name, trademarks or logos of Sponsor, Administrator or the Challenge without Sponsor's prior written consent, except as otherwise may be allowed by law. If Entrant violates this term, Sponsor may disqualify Entrant in its sole discretion.

14.1.6 In the event that Entrant or any Team Member engages in conduct that is determined by Sponsor in its sole discretion to be immoral, offensive, obscene, lewd, lascivious, or inappropriate in a manner that is reasonably determined by Sponsor to reflect poorly on Sponsor or its mission, Administrator or Judges, then Sponsor may disqualify Entrant, in Sponsor's sole discretion.

14.1.7 Disqualification may occur at any time before the final payment of the Grand Prize or Grand Prize Runner-Up. Upon disqualification, Entrant agrees that Sponsor has the right to terminate this Agreement immediately upon written notice to Entrant, subject to the terms and conditions of this Agreement that survive specified in Section 34 of this Agreement.

14.2 Appeal

14.2.1 A disqualified Entrant may appeal to Sponsor to be allowed to continue compete in the Challenge.

14.2.2 Appeals will be considered for each Entrant only once. For an appeal to be successful, Entrant must demonstrate to Sponsor that: (a) Sponsor has been misinformed of the actual behavior by Entrant, or (b) Entrant has adequately amended Entrant's processes to remove any and all offending behavior. The determination of appeal by Sponsor is final and in its sole discretion.

15. Release and Indemnification

Entrant and each Team Member of Entrant acknowledge and agree that Sponsor, Administrator, Judges, and each of the foregoing entities' officers, directors, employees, sponsors, workmen, judges, and their employers, vendors, servants, independent contractors, representatives and invitees, and agents (collectively, the "Released Parties") will not be liable for any losses, liabilities, damages (including, without limitation, personal injury or property damage), or claims, or any related costs and expenses (including, without limitation, legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties) ("Losses") arising from, related to, or connected in any way with any loss or personal injury, including, without limitation, death, sustained by Entrant, any Team Member, any partner or affiliate of Entrant, or any person or entity claiming on behalf of Entrant, arising from, relating to, or connected in any way with Entrant's participation in the Challenge, even in the event of negligence or fault of any of the Released Parties, whether such negligence is present at the execution of this Agreement or arising subsequently. Entrant assumes full responsibility for any Losses which may occur to Entrant, any Team Member, any partner or affiliate of Entrant, or any person or entity claiming on behalf of Entrant, arising from, relating to, or connected in any way

with Entrant's participation in the Challenge. Entrant and Team Members hereby release and waive all of the Released Parties from any claims alleging Losses, whether existing now or arising in the future that in any way relate to the Released Parties' execution or duties under this Agreement.

Entrant and each Team member agree to indemnify, defend, and hold harmless Sponsor, Administrator and the Judges, and each of their parent companies, subsidiaries, affiliates, distributors and professional advisors, if applicable, and each of their respective officers, directors contractors, investors, donors, agents, employees, students, owners, agents and licensees, from and against any and all claims, actions, demands and liabilities, including those raised or brought by third parties, and any costs and expenses, including, without limitation reasonable attorney and professional fees and costs, and other expenses of any nature incurred in the investigation and defense of any such claims resulting from any breach of any provision of the Agreement or Rules, or any representation or warranty provided in any application or submission related to the Challenge, including but not limited to representations regarding ownership of Intellectual Property and/or the technological intervention submitted to the Challenge, or otherwise arising in any way out of any entry or submissions to the Challenge, whether now known or unknown, or anticipated or unanticipated. Sponsor reserves the right to take exclusive control and to defend any such claim otherwise subject to indemnification, in which event, Entrant and any Team Member will cooperate fully with Sponsor in asserting any available defenses.

16. Team Member Joinder

16.1.1 Entrant shall ensure that each Team Member receives, reads, understands and agrees to abide by the terms of this Agreement, including the waivers, representations and warranties.

16.1.2 If Entrant is a legal entity, Entrant agrees that prior to an individual, contractor or third party legal entity becoming a Team Member, each Team Member agrees to comply with all requirements imposed on Entrant and to abide by the terms and conditions of this Agreement, the Official Rules and, as applicable, the Challenge Prize Agreement. Such Team Member also agrees to execute, if requested by Sponsor, a Joinder in Agreement.

16.1.3 If Entrant is comprised of individuals, or if Entrant does not have the authority to make all of the representations and warranties in this Agreement for each Team Member, then each Team Member must execute the Authorization upon request of the Sponsor.

17. Waiver of Unknown Claims

Entrant acknowledges that it has been advised by its attorneys concerning, and is familiar with, California Civil Code Section 1542 or any other law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to the provisions of California Civil Code Section 1542, including that provision itself, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Entrant expressly waives any and all such provisions, rights, and benefits as to known or unknown claims.

18. Representations and Warranties

18.1 Entrant Representations and Warranties

Entrant and each Team Member hereby represents and warrants that: (a) it is free to enter into this Agreement without the consent of any third party and has the capability to fully perform its obligations under this Agreement according to its terms and that any Team Member of Entrant will execute upon request of Sponsor or have executed all necessary documents, including, without limitation, this Agreement or the Joinder in Agreement, (b) it is eligible to participate in the Challenge; (c) it is not a party to (and it agrees that it shall not become a party to) any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair Sponsor’s rights or Entrant’s obligations under this Agreement; (d) there is no suit, proceeding, or any other claim pending or threatened against Entrant, nor does any circumstance exist, to its knowledge, which may be the basis of any such suit, proceeding, or other claim, that could limit or impair Entrant’s performance of its obligations pursuant to this Agreement; (e) it will not infringe, violate, or interfere with the Intellectual Property, contract or other right of any third party in the course of performance of this Agreement or cause Sponsor, Administrator, Judges or their affiliates to do any of the same; (f) it will comply with all laws in performing under this Agreement; and (g) it will follow principles of good sportsmanship in participating in the Challenge, including, without limitation, by competing in an ethical manner, not defaming or disparaging any other Entrant, Sponsor, Administrator, Judges or a third party, and not attempt to sabotage or disrupt the activities of any Entrant, and not “poach” any Team Member of any other Entrant in any unethical or illegal manner. To avoid any doubt, the provisions of this Section will not be construed to limit the rights of Entrants to compete fairly.

18.2 Sponsor Representations and Warranties

Sponsor represents that it has available funds to award the Prizes in this Challenge. Sponsor agrees to use reasonable efforts to operate the Challenge in good faith.

19. Disclaimers, Exclusions and Limitations

19.1 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO RELEASED PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, RESULTS OF THE COMPETITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL SUCH WARRANTIES. WITHOUT LIMITATION, SPONSOR

MAKE NO EXPRESS WARRANTIES OF ANY KIND AS TO THE DESIGN FEASIBILITY, CONSTRUCTABILITY, SAFETY, LICENSING, OR COMMERCIAL PROSPECTS ASSOCIATED WITH THE SALE OR LICENSING OF ENTRANT'S TECHNOLOGICAL SOLUTION. STATEMENTS MADE BY SPONSOR, ADMINISTRATOR, OR JUDGES, AND PRIZES AWARDED BY SPONSOR, DO NOT CONSTITUTE WARRANTIES OF ANY TYPE.

19.2 EXCLUSION OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WHETHER AS A RESULT OF ANY TORT CLAIMS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), BREACH OF CONTRACT, WARRANTY, STRICT LIABILITY OR PRODUCT LIABILITY, OR OTHERWISE, THE RELEASED PARTIES WILL NOT BE LIABLE TO ENTRANT, TEAM MEMBERS OR ANY OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, WHETHER OR NOT SUCH A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.3 LIMITATION OF LIABILITY

EXCEPT FOR THE PRIZES TO BE AWARDED IN ACCORDANCE WITH THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF SPONSOR ARISING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$10,000.

20. Intellectual Property Infringement

Entrant shall immediately inform Sponsor of any third-party allegations, claims, or demands (actual or threatened) against Entrant, any of its affiliates, or any Team Member for infringement of any Intellectual Property rights used in the Challenge, and will provide all particulars reasonably requested by Sponsor.

21. Effect of Termination, Disqualification or Voluntary Withdrawal

If Sponsor terminates this Agreement for any reason, if Entrant or a Team Member of any Entrant is disqualified, or if Entrant voluntarily withdraws from the Competition, Entrant acknowledges and agrees that Entrant will be ineligible to receive any Prize. Further, Team will be responsible for repaying to Sponsor any Prize received before any disqualification or withdrawal from the Challenge.

22. Dispute Resolution

22.1 Informal Dispute Resolution

Entrant and Sponsor agree that the informal dispute resolution procedures set forth in this Section of the Agreement shall apply to any claim or controversy arising out of or related to this

Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any dispute relating to the decisions of the Judges, Administrator or Sponsor. Unless otherwise expressly stated, the parties shall bear their own respective expenses and costs in performing under this Section.

The parties initially shall attempt to resolve their dispute informally in accordance with the following:

- Upon the written request by either party (the date of which shall be the “Dispute Date”), each party shall appoint a designated representative whose task it shall be to meet for the purpose of endeavoring to resolve such dispute.
- Each designated representative shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other party all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.
- The specific format for the discussions shall be left to the discretion of the designated representatives.

22.2 Mediation

Entrant and Sponsor agree that in the event that there is any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any dispute relating to the decisions of the Judges, Administrator or Sponsor, or related to the Challenge or Prizes, and such dispute cannot be resolved pursuant to the informal dispute process, upon written request, either party may elect to proceed with non-binding mediation before a mediator selected by the parties to be held in Washington, DC. Entrant or Sponsor may commence mediation by providing the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediator and in scheduling the mediation proceedings.

Any request by Entrant to engage in mediation must be made within sixty (60) days of the first incident giving rise to any claim or controversy arising out of or related to this Agreement or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any dispute arising from or related to the Challenge. Entrant agrees that the failure to request mediation within sixty (60) days of the first incident giving rise to any claim or controversy arising out of or related to the Challenge, or the making, performance, breach, or interpretation of this Agreement, including, without limitation, any dispute relating to the decisions or inactions of any entity or individual associated with the Challenge, will result in the forfeiture of any opportunity to raise any such claim or controversy. Each party shall designate at least one (1) person with full settlement authority to attend any in-person mediation. The mediation shall be scheduled for not less than one (1) full day and must take place within thirty (30) days of a party’s written request to engage in mediation.

Entrant and Sponsor each covenant that they shall participate in the mediation in good faith. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator, are confidential, privileged, and inadmissible for any purpose, including, without limitation, impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The parties expressly consent to the exclusive jurisdiction of courts in Washington, D.C. for resolution of any matter that remains in dispute after the Mediation. All issues related to or arising from this Agreement shall be determined individually and shall be governed by, and construed in accordance with Federal Law, without regarding to conflict of law rules or principles, if such claims are brought against the Partnership, any agent or representative, or affiliate.

22.3 Disqualification, Cancellation, and Legal Proceedings

Nothing in this Section 21 shall limit in any manner: (i) the ability of Sponsor to disqualify Entrant or cancel the Challenge; or (ii) the sole and exclusive decision making of the Judges.

23. Entire Agreement

This Agreement (including, without limitation, all Exhibits attached hereto and other documents referenced herein) contains the sole and entire agreement between any Entrant and each Team Member, on the one hand, and Sponsor, on the other hand, with respect to the subject matter of this Challenge.

This Agreement supersedes any and all other prior or contemporaneous written or oral agreements or understandings between parties to the Agreement with respect to the subject matter contained in this Agreement. Entrant and Sponsor agree that the Official Rules are incorporated into this Agreement. To the extent there is any conflict between this Agreement and the Official Rules, this Agreement will control.

24. Relationship of the Parties

Entrant agrees that nothing contained in this Agreement is intended to create, nor will be deemed to constitute or create, any relationship between the parties other than that of independent entities contracting with each other for the sole purpose of effecting the provisions of this Agreement, and this Agreement does not grant either party any authority to act as agent, nor assume or create any obligation, on behalf of the other party. Entrant further agrees that the parties' communications with each other, this Agreement, or Entrant's participation in the Challenge does not create any obligation or duty other than as expressly provided in this Agreement. Entrant agrees that this Agreement and the Challenge does not create any joint entity, partnership, employment or independent contractor relationship with Sponsor, Administrator, or Judges.

25. No Waiver

Nothing contained in this Agreement will cause the failure of either party to insist upon strict compliance with any covenant, obligation, condition, or agreement contained in this Agreement to operate as a waiver of, or estoppel with respect to, any such covenant, obligation, condition, or agreement. Waiver by any party of any breach of any provision of this Agreement will not be considered as, nor constitute, a continuing waiver or waiver, breach, or cancellation of, any other breach of any provision of this Agreement.

26. Headings

Article, section and subsection headings in this Agreement are included for convenience of reference only and will not constitute a part of this Agreement for any other purpose.

27. Severability

If any provision of this Agreement conflicts with the law under which this Agreement is construed or that is otherwise applicable to an Entrant or if any such provision is held invalid by a competent authority, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with the law. The remainder of this Agreement will remain in full force and effect.

28. No Strict Construction

In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

29. Assignment

Entrant shall not assign rights or interests, or delegate duties under this Agreement except as expressly provided for in this Agreement. Any purported assignment or delegation violating this provision will be void. Sponsor may, in its sole discretion, assign its rights or interests, or delegate its duties under this Agreement.

30. Governing Law

This Agreement was entered into in Washington D.C. in the United States of America, and its validity, construction, interpretation, and legal effect will be governed under U.S. Federal law as applied in the Federal Courts of the District of Columbia, United States of America, applicable to contracts entered into and performed entirely within the District of Columbia and the United States of America, without the application of any principle that would cause the application of the Laws of any other jurisdiction to apply.

31. Non-Disparagement

Entrant and Sponsor agree that any statement made that relates to the other party will: (i) be truthful and (ii) not intentionally disparage the other party or any of its affiliates. Sponsor may make truthful statements relating to Entrant's failure to follow the terms of the Agreement or Official Rules, including, without limitation, as a result of Entrant's violation of any of the terms of this Agreement or competing in an unethical manner, if any such failure or violation by Entrant occurs, without any liability of Sponsor to Entrant or its Team Members. Nothing in this provision restricts or limits any truthful statements made by a party pursuant to subpoena or court order.

32. Counterparts

This Agreement may be signed in one or more counterparts and each such executed part will have the same force and effect as any other. Facsimile or electronic signatures will have the same weight and effect as originals.

33. Statute of Limitations

No action, regardless of form, arising out of or related to this Agreement that arises during its term may be brought by either party more than one (1) year after the cause of action arises or expiration or termination of this Agreement with the Entrant, whichever is earlier.

34. Survival

In addition to those Sections expressly acknowledged as surviving the termination or expiration of this Agreement, the following Sections of this will survive the expiration or termination of this Agreement: Sections 2.2 (Scope of Agreement), 5 (Restrictions and Requirements for Entrant's Submission), 9 (Payment of Prize), 10 (Agreements of Entrant, Team Members and Any Legal Entities), 11 (Intellectual Property and Submission License), 13 (Publicity Related to Challenge), 14 (Disqualification from Challenge), 15 (Release and Indemnification), 16 (Team Member Joinder), 17 (Waiver of Unknown Claims), 18 (Representations and Warranties), 19 (Disclaimers, Exclusions and Limitations), 20 (Intellectual Property Infringement), 21 (Effect of Termination, Disqualification or Voluntary Withdrawal), 22 (Dispute Resolution), 23 (Entire Agreement), 24 (Relationship of the Parties), 25 (No Waiver), 29 (Assignment), 30 (Governing Law), 31 (Non-Disparagement), 33 (Statute of Limitations), 35 (Further Assurances), 36 (Notices), 37 (Sponsor's Sole Discretion as to Competition).

35. Further Assurances

Entrant, including Team Members, agrees to execute such further documents and take any and all such further actions as may be necessary to implement and carry out the intent, terms and conditions of this Agreement and the objectives of the Challenge and the mission of Sponsor.

36. Notices

Whenever under the provisions of this Agreement notice is required or permitted to be given, it will be in writing, in English, and will be deemed given either when delivered personally or by

courier, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to the party for whom the notice is intended with copies provided to the address set forth below or to such other addresses as the party will hereafter designate in writing for notice to another party. Any changes to the contact information in this Section of the Agreement must be sent in writing to Sponsor, Administrator and/or Team Lead, as applicable.

Addresses for Notices:

SPONSOR:

Humanity United
Attn: Lawrence Mendenhall
One Letterman Drive, Building D
Suite D3100
San Francisco, CA 94129

Team Lead Contact for Notices:

Entrant agrees to be notified through its Team Lead at the contact information provided for the Team Lead on the Authorization. If Sponsor or Administrator needs to contact or send any notice to any individual Team Member, the contact information provided by each Team Member on the Authorization will be utilized for this purpose, as applicable. Team Lead is responsible for timely providing Sponsor in writing any updated contact information and for communicating with each Team Member of Entrant.

37. Sponsor's Sole Discretion as to Challenge

By entering into this Agreement, Entrant agrees that all actions of Sponsor whether in administering the Challenge, cancelling or modifying the Challenge, selecting any Entrant as a Finalist, choosing any Prize recipients, determining the terms and conditions of the Official Rules and/or Agreement, or in modifying the terms and conditions of the Official Rules and/or Agreement are in the sole discretion of Sponsor. All decisions of Sponsor are final and binding. Sponsor reserves the right to terminate or modify the Challenge if it is determined in its sole discretion that proceeding would not be useful to achieve Sponsor's mission and objectives.

[Signature Page Follows]

[Use if an individual]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative, as appropriate, as of the dates specified below.

ENTRANT

Name:

Date

SPONSOR

HUMANITY UNITED

By:
Title:

Date:

[Use if a team of individuals]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative, as appropriate, as of the dates specified below.

ENTRANT

Name (Team Lead):

Date

Name:

Date

Name:

Date

Name:

Date

Name:

Date

SPONSOR

HUMANITY UNITED

By:
Title:

Date:

[Use if an entity]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative, as appropriate, as of the dates specified below.

ENTRANT

[NAME OF ENTITY]

By:
Title:

Date

SPONSOR

HUMANITY UNITED

By:
Title:

Date:

[Use if a team of entities]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative, as appropriate, as of the dates specified below.

ENTRANT

[NAME OF ENTITY]

By:
Title:

Date

[NAME OF ENTITY]

By:
Title:

Date

[NAME OF ENTITY]

By:
Title:

Date

SPONSOR

HUMANITY UNITED

By:
Title:

Date: