

NIGHT ROVER CHALLENGE TEAM AGREEMENT
BETWEEN
CLEANTECH OPEN (“CTO”)
AND
(INSERT NAME OF TEAM HERE.)

1 INTRODUCTION

This Agreement (“AGREEMENT”) is entered into by Cleantech Open (“CTO”) and (Insert name of individual and/or name of company here.) (“TEAM”) located at (Insert address of individual or company here.). CTO 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 a technology demonstration competition, specifically the NASA Night Rover Challenge (“CHALLENGE”) to be conducted in 2013-2014, intended to promote the development of revolutionary energy storage technologies for future space robotic rover missions, resulting in a monetary award to the winning TEAM(s).

The winners of the CHALLENGE will be selected by a panel of judges, convened by CTO (the “JUDGES”), and based on objective criteria and rules made available to TEAM. CTO has arranged for the following purse to be funded by a collection of one or more private or government organizations (“FUNDERS”): US \$1,500,000 (one million five hundred thousand U.S. dollars) for the CHALLENGE winners. TEAM and all TEAM members understand and agree that unless TEAM wins the CHALLENGE as determined by the 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 FUNDERS, and CTO will not be making any payments to any CHALLENGE winners.

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 and the RULES, as described in Section 2.2 below.

All interactions by TEAM regarding CHALLENGE will be directly with CTO. TEAM MEMBERS will communicate with CTO through a designated representative (the “TEAM LEADER”).

2 CHALLENGE DETAILS

2.1 Overview

The CHALLENGE is designed to promote the development of revolutionary energy storage technologies for future space robotic rover mission.

The CHALLENGE will be conducted by the Cleantech Open (CTO), an Allied

Organization, selected by NASA to administer the CHALLENGE at no cost to NASA. The prize funding for the CHALLENGE is provided by NASA through the Centennial Challenges program.

The TEAMS that can demonstrate the best specific energies (watt-hrs/kg) while minimizing mass and volume and meeting all other requirements in the RULES will win the CHALLENGE and are eligible to receive the First, Second or Third Prize.

2.2 CHALLENGE Rules

Refer to the Night Rover Challenge Rules as issued by CTO for CHALLENGE overview, rules, and definitions. These rules may be amended by CTO and are incorporated herein for reference.

2.3 Deadline

CHALLENGE will be conducted in January 20 – April 4, 2014, unless extended at CTO's discretion.

2.4 Financing

Teams may not directly request federal or foreign governments to provide funding for purposes of the Team participation in the Challenge. Teams may utilize funds from government sources to the extent allowed by the funding source and recipient policies.

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 available on an open, cooperative, nonexclusive, or reimbursable basis. TEAM must inform CTO in advance of planned use of U.S. Government facilities, personnel, hardware, or information previously developed by the U.S. Government. CTO will determine if access is available on an equitable basis.

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 to Participate

All individuals or entities that wish to participate in the Challenge must register as members of a TEAM (hereafter "TEAM MEMBERS") and enter into an agreement with TBD in the form of this Agreement by signing and delivering to TBD the Agreement or an Adoption of Agreement in the form set out in Exhibit A ("Adoption"). TEAM MEMBERS may not be

from countries listed on the NASA list of designated countries. (The current list of designated countries can be found at <http://oiir.hq.nasa.gov/nasaecp/>). Each Entity TEAM MEMBER must identify on its Adoption, the names and nationalities of all individuals associated with such entity TEAM MEMBER who are participating in any way in the Challenge (“Entity Members”). Each Entity TEAM MEMBER shall assure that each of its Entity 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. Each Entity TEAM MEMBER shall indemnify TBD for any costs, claims or damages arising from the acts or omissions of such Entity TEAM MEMBER’s Entity Members.

A TEAM is comprised of one or more TEAM MEMBERS. All TEAM MEMBERS and Entity Participants, as applicable, 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 or an Entity Participant of an entity TEAM MEMBER on the 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 CTO, and shall have the authority to bind the TEAM and all TEAM MEMBERS in all matters relating to the CHALLENGE and the relationship between the TEAM and CTO.

All TEAM MEMBERS, including TEAM LEADER, will apply to register for the CHALLENGE by signing and delivering to CTO an original Adoption, and must receive written concurrence by CTO in order to be considered TEAM MEMBERS and registered participants in the CHALLENGE.

By signing an Adoption, each TEAM MEMBER is deemed to have signed this AGREEMENT and is committing itself, and its Entity Participants, as applicable, 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, Entity Participant, or otherwise participate in the CHALLENGE with the TEAM until such new TEAM MEMBER has signed this Agreement, or such new Entity Participant has been added to the list of Entity Participants on an entity TEAM MEMBER’s Adoption of Agreement, and TEAM LEADER has received concurrence from CTO. CTO 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 CTO with a copy of the Adoption signed by each TEAM MEMBER. Only individual TEAM MEMBERS and/or Entity Participants will be allowed into the competition area.

If a TEAM LEADER is unable to continue as TEAM LEADER due to death, debilitating illness, or other acts of God, 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 original Adoption of Agreement in the form set forth in Exhibit A and submitted to CTO along with an explanation of the circumstances as soon as possible, but no later than the competition. Proposed changes of TEAM LEADER are subject to approval by CTO and FUNDERS in their sole discretion.

2.8 Eligibility for Prize

In order to be eligible to win the Prize from the FUNDERS, a TEAM must be solely comprised of TEAM MEMBERS and Entity Participants, as applicable, that are either (i) an individual that is a citizen or permanent resident of the United States, or (ii) an entity that is incorporated in and maintains a primary place of business in the United States. TEAM MEMBERS must furnish proof of eligibility (including proof of citizenship or permanent resident status, for individuals, and proof of incorporation and primary place of business, for entities) which proof must be satisfactory to FUNDERS in its sole discretion. A TEAM's failure to comply with any aspect of the foregoing requirements shall result in the TEAM being disqualified from winning a Prize from the FUNDERS.

Notwithstanding the foregoing, a TEAM may include an entity TEAM MEMBER with Entity Participants who are foreign nationals and the TEAM shall still be eligible to win a prize from FUNDERS as long as (i) the foreign national Entity Participant is a bona fide, full-time student who is enrolled during the term of this Agreement and at the time of the CHALLENGE in an accredited U.S. institution of higher education, (ii) the student is during the term of this Agreement in the United States on a valid student visa and is otherwise in compliance with all local, state, and federal laws and regulations regarding the sale and export of technology, (iii) the student signs and delivers an Foreign Student Acknowledgment in the form provided in Exhibit B wherein the student discloses his/her citizenship and acknowledges that the student is not eligible to win a prize from FUNDERS, and (iv) the percentage of such foreign national students on the TEAM is less than 50%. CTO shall determine, in its sole discretion, whether foreign national students are eligible to participate in the CHALLENGE, but in no event shall such foreign national students be eligible to win a prize from the FUNDERS. No foreign student Entity Participant may serve as a TEAM LEADER for Prize eligibility purposes.

Current employees, consultants, and students of CTO may only participate as TEAM MEMBERS on a TEAM when the TEAM is not competing for the Prize from the FUNDERS. Participation of such parties as TEAM MEMBERS on a TEAM will make a TEAM ineligible for any Prize award.

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 CTO.

2.9 Liability

By competing in the CHALLENGE, TEAM agrees to assume any and all risks and waive claims, whether in contract or tort, against CTO and its contractors and related entities,

including FUNDERS 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 a competition, whether such injury, death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

TEAM also acknowledges that CTO has entered into agreements with the FUNDERS to pay the purse and agrees that the obligation for payment of the purse to declared winners belongs to FUNDERS and not to CTO.

2.10 Prize Payment

FUNDERS will issue Prize payments to the TEAM LEADER 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 (either the individual TEAM MEMBER or the Entity TEAM MEMBER of an entity participant) upon provision and acceptance of proof of citizenship, permanent resident status, or incorporation and place of primary business of the Entity TEAM MEMBER to FUNDERS. The FUNDERS shall have sole discretion of acceptance of such proof as meeting eligibility requirements for the Prize. Each TEAM MEMBER acknowledges that FUNDERS 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 CTO or FUNDERS.

2.10 Disclosure of Confidential Information

CTO 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, CTO will enter into a confidentiality agreement prior to receiving such information, on such terms and conditions as the TEAM LEADER and CTO may agree. If the parties are unable to agree on a confidentiality agreement, CTO reserves the right to terminate the participation of a TEAM in the CHALLENGE. CTO is permitted to share such information with NASA civil servants.

3 SAFETY

CTO reserves the right to deem any TEAM or individual TEAM MEMBER "unsafe" at any time and eliminate the TEAM or any individual member from the competition. Each TEAM must provide in their registration packet to CTO, a set of safety procedures and guidelines as outlined in the rules. These guidelines will be agreed upon by TEAM, CTO, and the NASA Glenn Plumbrook Station test facility where the trials will be held. Safety guidelines will dictate grounds for disqualification if it is found that any procedures or materials are not followed as dictated in the agreed upon registration packet.

4 GOOD SPORTSMANSHIP

TEAM agrees that failure to refrain from unsportsmanlike conduct may result in TEAM's removal from participation in the CHALLENGE. Unsportsmanlike conduct includes but is not limited to use of profanity, derision of others, public release of misleading or inaccurate information about CHALLENGE or other TEAMS, and any attempt to delay CHALLENGE operations.

5 RIGHTS

5.1 Use of Names, Trademarks and Insignias

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

TEAM agrees that unauthorized use of such names, trademarks and insignias may result in removal from participation in the CHALLENGE.

5.2 Media Rights

TEAM retains all Media Rights related to the story of its participation in the CHALLENGE.

TEAM agrees that CTO and NASA will retain all Media Rights related to the story of the CHALLENGE.

Each TEAM MEMBER agrees to let CTO and NASA use the name and likeness of such TEAM MEMBER (without charge) as may be reasonably required in connection with the media material prepared and distributed by CTO or NASA relating in any way to the CHALLENGE.

TEAM agrees to provide CTO 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. CTO is granted the right to furnish said footage and the right to use said footage to FUNDERS.

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

5.3 Purchase and Sales Rights

TEAM agrees that CTO and FUNDERS retain the non-exclusive right to purchase from

TEAM the resultant or derived product or service used to win the CHALLENGE.

This section does not guarantee a purchase of the resultant or derived product or service and is subject at all times to the parties reaching mutual agreement after the CHALLENGE.

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 federal laws and regulations regarding the sale and export of technology.

5.4 Intellectual Property Rights

Notwithstanding anything to the contrary in this Agreement, CTO and FUNDERS claim no intellectual property (IP) rights from TEAM. All trade secrets, copyrights, patent rights, and software rights will remain with each respective TEAM.

To the extent TEAM owns intellectual property resulting from its participation in CHALLENGE, TEAM agrees to negotiate in good faith with FUNDERS that are members of the federal government the grant of a nonexclusive, nontransferable, irrevocable, license to practice or have practiced for or on behalf of the United States, the intellectual property throughout the world, at reasonable compensation, if FUNDERS choose to pursue such a license.

6 GENERAL PROVISIONS

6.1 Governing Law

The Parties hereby designate United States Federal Law to govern 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

By executing this AGREEMENT, CTO accepts TEAM for CHALLENGE. A non-refundable registration fee is required to complete the registration process.

The deadline for Early Registration is 11:59 PM PDT 26 July, 2013. The non-refundable registration fee is fee of US \$3,000.00.

The deadline for Regular Registration is 11:59 PM PST 25 October, 2013. No late registrations will be considered after this date. The non-refundable Regular Registration fee is US \$5,000.00.

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

Removal of the TEAM from participating in the CHALLENGE eliminates the possibility of TEAM winning the CHALLENGE.

TEAM understands that the removal of TEAM will not result in any refund of the Registration Fee paid by TEAM.

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

6.3 Reporting

On a monthly basis after acceptance into the Challenge, TEAM agrees to provide CTO 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. CTO 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 (or their 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 CTO as necessary. When questions arise about CHALLENGE rules, the Responsible Officer may contact CTO for a case-by-case interpretation and ruling.

Cleantech Open

Mr. Joshua Neubert

Title: Director, Night Rover Challenge

Tel: 617.970.6650

Email: josh@nightrover.org

Address: 88 King Street #406, San Francisco, CA 94107

Insert TEAM name here.

Insert TEAM POC Name here.

Insert TEAM POC Title here.

Tel: Insert TEAM POC Tel Number here.

Fax: Insert TEAM POC Fax Number here.
Email: Insert TEAM POC Email here.
Insert TEAM Mailing Address here.

6.6 Complete Agreement

This AGREEMENT and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

6.7 Invalidity

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.8 Assignment

This AGREEMENT may not be assigned by TEAM to any party without the prior written consent of CTO. CTO may assign this AGREEMENT to a FUNDER or its designated agent.

6.9 Insurance

TEAM agrees to obtain any and all insurance policies and coverage required by its local, state, or federal governments to conduct any and all activities related to or required by participation of TEAM, the TEAM MEMBERS, and Entity Participants, if any, in the CHALLENGE. In addition, CTO requires that each TEAM obtain liability insurance in the amount of \$1,000,000 that covers each TEAM MEMBER and Entity Participant. The TEAM's liability insurance shall provide coverage for 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 Federal Government and CTO named as additional insured parties under the TEAM's insurance policies; and (B) the Federal Government for damage or loss to Government property resulting from or related to CHALLENGE activities. The TEAM and all TEAM MEMBERS agree to indemnify CTO and the Federal Government against third-party claims for damages arising from or related to CHALLENGE activities.

Proof of insurance in such form as reasonable required by CTO shall be provided to CTO, 30 days in advance of the date of the CHALLENGE.

TEAM agrees that failure to meet this insurance 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, CTO and its contractors and related entities, including FUNDERS 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 CTO has entered into agreement with FUNDERS to pay the Prize and agrees that the obligation for payment of the Prize to declared winners belongs to FUNDERS and not to CTO.

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

CTO may, in its sole and absolute discretion, 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 any TEAM MEMBER from the CHALLENGE.

7. DELAY, CANCELLATION OR TERMINATION

TEAM acknowledges that circumstances may arise that require the CHALLENGE to be delayed indefinitely or canceled. Such delay or cancellation, and/or the termination of this AGREEMENT, shall be within the full discretion of CTO 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.

Josh Neubert
Cleantech Open
Director, Night Rover Challenge

Insert TEAM POC Name here.
Insert TEAM Name here.
Insert TEAM POC Title here.

Date: _____

Date: _____

EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT by an Individual (“Adoption of Agreement”)

The undersigned applies to register for the 2013-2014 Night Rover Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached Night Rover 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 CTO and FUNDERS, 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 Acknowledgment”, and to submit all questions and issues to CTO through the TEAM LEADER.

Team Member Must Check One of 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: _____

Signature: _____ Date: _____

Application endorsed by: Team Leader Name: _____

Signature: _____ Date: _____

Application Approved by: CTO Name: _____

Signature: _____ Date: _____

EXHIBIT A: APPLICATION FOR APPROVAL OF TEAM MEMEBERSHIP AND ADOPTION OF AGREEMENT by an Entity (“Adoption of Agreement”)

The undersigned applies to register for the 2013-2014 Night Rover Challenge as a TEAM MEMBER and agrees to be bound by all the provisions of the attached Night Rover 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 CTO and FUNDERS, 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 Acknowledgment”, and to submit all questions and issues to CTO through the TEAM LEADER.
- Cause all Entity Participants listed below to be bound by this ADOPTION.

Team Member Must Check One of 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: CTO Name: _____

Signature: _____ Date: _____

List of Entity Participants

1 Participant Name: _____ Citizenship: _____

2 Participant Name: _____ Citizenship: _____

3 Participant Name: _____ Citizenship: _____

4 Participant Name: _____ Citizenship: _____

5 Participant Name: _____ Citizenship: _____

6 Participant Name: _____ Citizenship: _____

7 Participant Name: _____ Citizenship: _____

8 Participant Name: _____ Citizenship: _____

9 Participant Name: _____ Citizenship: _____

10 Participant Name: _____ Citizenship: _____

11 Participant Name: _____ Citizenship: _____

12 Participant Name: _____ Citizenship: _____

13 Participant Name: _____ Citizenship: _____

14 Participant Name: _____ Citizenship: _____

15 Participant Name: _____ Citizenship: _____

EXHIBIT B: FOREIGN STUDENT ACKNOWLEDGEMENT

I, _____, an Entity Participant with _____ (Entity TEAM MEMBER) on TEAM _____, acknowledge that (i) during the term of the attached 2013-2014 Night Rover 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 Participant Citizenship: _____

Entity Participant Institute of Enrollment: _____

Entity Participant Signature: _____

Acknowledgment Endorsed by Entity TEAM MEMBER:

Name: _____

Signature: _____ Date: _____

Acknowledgment endorsed by: Team Leader

Name: _____

Signature: _____ Date: _____

Acknowledgment endorsed by: CTO

Name: _____

Signature: _____ Date: _____