

Start2[®] Group

STRIDE Ventures
Tech Metals Transformation Challenge
PARTICIPATION AGREEMENT – STAGE 1

Start2 Group, Inc.
("Start2 Group")

And

XXXX
("Participant")

Start2 Group and Participant are jointly referred to as the "Parties" in this Agreement.

1. PARTICIPATION

- 1.1. The Participant agrees to take part in a research and development challenge (“Challenge”) according to the terms of this Agreement.
- 1.2. The Participant was selected for the Challenge based upon its submission and pitch in response to Tech Metal Transformation Challenge (“Proposal” attached as Annex A).
- 1.3. Participant certifies that:
 - 1.3.1. It is an individual or an entity that is owned and controlled by United States citizens or permanent resident aliens of the United States such as a:
 - 1.3.1.1. Academic institutions and research organizations,
 - 1.3.1.2. For-profit companies of any size, including startups and established manufacturers,
 - 1.3.1.3. Nonprofit organizations and consortia,
 - 1.3.1.4. Multidisciplinary teams that combine expertise across science, engineering, and manufacturing.,
 - 1.3.2. The work under this Agreement will be performed in the United States,
 - 1.3.3. It will notify Start2 Group immediately of any changes to ownership, control or work location.
- 1.4. Participant certifies that it has no ownership, investment, interest or control by individuals or entities located or controlled in
 - 1.4.1. People’s Republic of China
 - 1.4.2. Afghanistan
 - 1.4.3. Countries in the Balkans
 - 1.4.4. Belarus
 - 1.4.5. Burma (Myanmar)
 - 1.4.6. Central African Republic
 - 1.4.7. Cuba
 - 1.4.8. Democratic Republic of the Congo
 - 1.4.9. Ethiopia
 - 1.4.10. Eritrea
 - 1.4.11. Haiti
 - 1.4.12. Hong Kong
 - 1.4.13. Iran
 - 1.4.14. Iraq
 - 1.4.15. Lebanon
 - 1.4.16. Libya
 - 1.4.17. Mali
 - 1.4.18. Nicaragua

- 1.4.19. North Korea
- 1.4.20. Russia
- 1.4.21. Russian occupied Ukraine (including Donesk, Luhansk, and Crimea)
- 1.4.22. Somalia
- 1.4.23. Sudan
- 1.4.24. South Sudan
- 1.4.25. Syria
- 1.4.26. Venezuela
- 1.4.27. Zimbabwe

2. INDEPENDENT PARTY STATUS

- 2.1. Nothing in this Agreement is intended to or creates or evidences any employment or co - or joint - employment relationship between Start2 Group and the Participant.
- 2.2. Start2 Group retains only a broad and general power of guidance as to the performance of the Services to or by the Participant.
- 2.3. This Agreement is not a procurement contract, grant, or cooperative agreement. The Federal Acquisition Regulation (FAR), and the National Science Foundation procurement contract regulations and policies do not apply to this Agreement.
- 2.4. During the term of this Agreement Start2 Group is the sole intermediary between the Participant and the National Science Foundation (“NSF”).
- 2.5. Following the termination of this Agreement the Participant may have certain continued responsibilities or contacts with NSF or other portions of the Government.

3. DEFINITIONS

- 3.1.1. When used in this Agreement, the following terms, whether used in singular or plural, shall have the meaning set forth herein:

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Know-How includes information, practical knowledge, techniques, and skill development by the Participant in the performance of work under this Agreement necessary for the Practical Application of Subject Invention. Know-How does not include patents or patent applications.

NSF means the U.S. National Science Foundation, an independent federal agency that supports science and engineering in all 50 states and U.S. territories.

NSF was established in 1950 by Congress to:

- **Promote** the progress of science.
- **Advance** the national health, prosperity and welfare.
- **Secure** the national defense.

It fulfills its mission chiefly by making grants. Its investments account for about 25% of federal support to America's colleges and universities for basic research: research driven by curiosity and discovery. It also supports solutions-oriented research with the potential to produce advancements for the American people.

Intellectual Property Rights (IPRs) means all patent rights (including but not limited to continuations, divisional, or continuations-in-part), inventions (whether or not patentable), trademarks, copyrights, design rights in and to databases, trade secrets and confidentiality rights, know-how, and any other forms of protection which have an equivalent or similar effect and which now or may exist anywhere in the world.

- (i.) Data – all tangible or intangible information, such as but not limited to source code, data, inventions, or knowledge, developed or generated under this Agreement, regardless of form.
- (ii.) Pre-existing Rights/Background Rights – any Data or IPR in the possession of the Participant prior to the signing of this Agreement and certified by the Participant as necessary for the use of the Data or IPRs.

4. SCOPE OF WORK

4.1. Purpose. The purpose of Stage 1 of the Tech Metal Transformation Challenge is to support the Participant in establishing technical proof-of-concept for an integrated system capable of extracting and transforming metals from complex waste streams into functional, industrially relevant materials. During Stage 1, the Participant will develop, demonstrate, and quantitatively validate early-stage processes using standardized reference materials, with emphasis on recovery efficiency, selectivity, transformation performance, and initial manufacturability. The objective of Stage 1 is to generate the foundational technical evidence and system understanding required for potential advancement to subsequent stages of the Challenge, which are focused on market validation and scale-up. At the end of Stage 1, Participants should have progressed from concept to evidence-based demonstration. The aim is to prove, based on robust data, that the proposed method can selectively extract the target metals from reference material and convert them into functional form – including a calculation of the resource benefit via the CRM score found in the [Tech](#)

Metal Transformation Challenge solicitation. The end result of Stage 1 is a proof-of-concept demonstration of at least one functional material recovery. Success criteria will include the number of metals recovered and the amount / efficiency of the metal recovered. This can be demonstrated through physical characterization of the material, benchmarking against commercial alternatives or through functional testing in a relevant application chosen by the team.

- 4.2. Bi-Weekly Coaching. The Participant shall attend virtual meetings with Start2 Group and NSF personnel that will be conducted bi-weekly (once every two weeks), or at some other regular cadence as mutually agreed by all Parties. These meetings are expected to be approximately one hour depending on amount of time needed to discuss updates and progress, review successes and problems, etc. Start2 Group will schedule and organize these meetings and develop and provide briefing materials as appropriate. Topics covered in these bi-weekly meetings will include but not be limited to development updates, IP status and filings, foreign ownership, purchases from foreign entities, conflicts of interest, material transfers, security breaches, technical status and progress, product de-risking, troubleshooting, commercialization status and progress, business development and partnerships, fundraising, IP (patent) status and progress, and regulatory planning. Additional topics will be based on Start2 Group's and the Participants' questions.
- 4.3. Quarterly Mentor Meetings. On or before ninety (90) calendar days after the effective date of the Agreement and quarterly thereafter throughout the term of the Agreement, the Participant will attend in-person quarterly mentor meetings. These meetings are anticipated to last 2 days and will be focused on supporting the Participant's development and activities promoting leadership development and cohesion amongst the Participant cohort.
- 4.4. Quarterly Reports. On or before ninety (90) calendar days after the effective date of the Agreement and quarterly thereafter throughout the term of the Agreement, the Participant shall submit or otherwise provide a written quarterly report. One (1) copy shall be submitted or otherwise provided to Start2 Group. The report will have two (2) major sections.
 - 4.4.1. Technical Status Report. The technical status report will detail technical progress to date including any development, deliverables, successes, and opportunities, as well as any complications, problems, setbacks, and/or issues related to the effort and how these will be addressed by the Participant so as to place the effort back on a trajectory of an eventual successful effort, including inventions made and IP status. The reports should focus on only important topics and issues and not contain superfluous text.

- 4.4.2. Business Status Report. The business status report shall provide summarized details of the resource status of this Agreement, inclusive of a summary and accountability of the funds expended during performance of the Agreement.
- 4.5. Annual Project Plan Document. The Participant shall submit or otherwise provide to Start2 Group one (1) copy each of a report which describes the annual Project Plan. The Project Plan will contain a comprehensive overview of how the funds awarded through the TMT Challenge will be used by the Participant throughout the duration of the Challenge. A complete list of all patents, pending patent applications, and invention disclosures utilized by the Participant's technology will be provided in this report.
- 4.6. Ad Hoc Reports. The Participant shall submit or otherwise provide to Start2 Group one (1) copy each of ad hoc reports on significant events such as significant target accomplishments or setbacks by Participant.
- 4.7. Final Report. The Participant shall submit or otherwise provide a Final Report making full disclosure of all major developments by the upon completion of the Agreement or within sixty (60) calendar days of termination of this Agreement. One (1) copy shall be submitted or otherwise provided to Start2 Group. The report will contain (i) comments on whether the objective described in the application for the stage has been achieved (ii) an overall description of the work performed and a summary of the results, (iii) the intellectual property developed (know how, data, inventions, etc.), and (iv) number of jobs created, (v) amount and type of follow-on funding, (vi) list of publications, if applicable, and (vii) if any new entities were created or any new startups that were launched.
- 4.8. Start2 Group Commitments. Start2 Group, Inc. commits to providing the Participant with payments per Section 5.3. Additionally, Start2 Group commits to providing Participant with mentoring to help achieve the development milestones and de-risk in general. Start2 Group cannot guarantee any current or future specific outcome or benefits as a result of the mentoring, and how Participant uses or relies on the information presented and discussed is up to the Participant. Nothing in this Agreement shall create an agency or employee relationship between the Government and Participant, agent or employee of the Participant, or any other person, organization, institution, or group of any kind whatsoever. The Participant agrees that it has entered into this Agreement and will discharge its obligations, duties, and undertakings and the work pursuant thereto, whether requiring professional judgment or otherwise, as an independent Participant without creating liability on the part of the Government for the acts of the Participant or its employees.

5. THE CHALLENGE and PAYMENT

- 5.1. The Participant will develop an evidence-based concept that demonstrates that the Proposal in Annex A can be effective for at least one metal as described in the Proposal in Annex A.
- 5.2. Stage 1 begins March 1, 2026, and ends December 31, 2026.
- 5.3. Payment for Stage 1 is up to \$2,000,000, paid in three (3) installments: 50% at the signing of this Agreement, 25% at the beginning of the 5th month of Stage 1, and 25% at the beginning of the 7th month of Stage 1.
- 5.4. No additional funds will be provided under this Agreement, regardless of costs incurred by Participant.
- 5.5. The Participant agrees to keep proper financial records of its activities under this Agreement for the duration of the Agreement and for five (5) years thereafter, and to make those records available to Start2 Group for inspection upon request.
- 5.6. Following Stage 1 the Participant may or may not be invited to participate in future Stages of the Tech Metal Transformation Challenge.

6. INTELLECTUAL PROPERTY

- 6.1. General. Except as otherwise provided in this section, the Participant may retain the entire right, title, and interest throughout the world to any invention conceived or first actually reduced to practice by the Participant in the conduct of work under this Agreement (a "Subject Invention"), consistent with applicable law (e.g. title 35 of the U.S. Code).
- 6.2. Disclosure of Subject Inventions. The Participant will disclose to Start2 Group details on any subject invention as part of regular reporting on progress towards program goals and technical milestones.
- 6.3. Government Purpose License Rights. With respect to any subject invention, the Federal Government shall retain, only in situations of national interest, such as where national health, safety, environment or security may be affected, a nonexclusive, nontransferable, irrevocable, paid-up license to practice (use) or have practiced (used) for or on behalf of the United States the subject invention throughout the world for government purposes only.
- 6.4. Government Support Clause. The Participant will include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support from the National Science Foundation. The Government has certain rights in this invention."
- 6.5. Preference for U.S. Industry. The Participant will endeavor to ensure that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees to make reasonable efforts

to manufacture substantially in the United States any products embodying the subject invention or produced through the use of the subject invention.

- 6.6. **Background IP.** Participation in activities by the Participant under this Agreement does not, on its own, grant any rights, title, or interests to the Federal Government in or to any intellectual property made or acquired by the Participant prior to or outside the scope of this Agreement (“Background IP”). To the extent any such Background IP is necessary for the Federal Government to exercise its rights under this section, the Participant shall license such Background IP to the Federal Government on reasonable terms.
- 6.7. **Data Rights.** Any proprietary data shall be properly marked to clearly indicate the proprietary nature of the Data and rights of Start2 Group or others thereto. Public disclosure of potentially proprietary Data delivered under this Agreement shall be agreed to by the parties, and will be withheld by Start2 Group consistent with the law (e.g., 18 U.S.C. §1905; 5 U.S.C. §552(b)) to protect properly marked information (such as trade secrets and commercial or financial information and privileged or confidential information, or Data relating to an invention or software). All information obtained from the Federal Government during the performance of this Agreement shall belong to the Federal Government and be returned at the conclusion of the Term.

7. PARTICIPANT RIGHTS AND OBLIGATIONS

- 7.1. **Cooperation.** The Participant must provide information requested by Start2 Group regarding the execution of this Agreement.
- 7.2. **No Guarantees.** Start2 Group does not guarantee any present or future business outcome resulting from this Agreement.
- 7.2.1. The Participant uses the information provided under this Agreement by Start2 Group at its own risk.
- 7.3. **Force Majeure.** The Parties are not liable for direct or consequential damages for failure, omission or delay in performing any obligation under this Agreement if such failure, omission or delay arises from circumstances beyond the control of either party (“Force Majeure Event”). Such Force Majeure Events include but are not limited to acts: acts of God; of a foreign or domestic government, government agency, government official, government instrumentality or government-like entity in any capacity acting within its sovereign capacity or otherwise; war, invasion, terrorism, insurrection, rebellion, civil disorder, riot or civil commotion, embargo, fire, earthquake, storm, flood, epidemic, pandemic, industrial action, strike or labor disturbance, accident, court order or any other cause which is beyond the control of

either party. Each party has the obligation to, in good faith, mitigate the effects of the Force Majeure Event.

- 7.4. Agreement Breach. To the fullest extent permitted by law, the Participant agrees that none of Start2 Group, its employees, officers, directors, agents, vendors, mentors and advisors shall be liable to the Participant for any reason for breach of this Agreement or otherwise, except for failure to pay funds owed by Start2 Group to Participant.
- 7.5. Use of Start2 Facilities. To the fullest extent permitted by law, the Participant agrees that it and its guests use of the Start2 Group facilities and rented spaces to participate in activities under this Agreement are at their own risk. The Participant agrees that Start2 Group, its employees, officers, directors, agents, vendors, mentors and advisors are not liable for any injury or property damage arising from Participant's and its guest's use of Start2 Group facilities and rented spaces or participation in activities under this Agreement.
- 7.6. Limitation on Damages. To the fullest extent permitted by law, Start2 Group shall not be liable for any indirect, incidental, special, or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data, or goodwill) arising in connection with this Agreement, whether in an action in contract, tort, strict liability or negligence, intellectual property or other infringement, or other actions, even if advised of the possibility of such damages, nor shall Start2 Group's liability for any damages of any kind exceed the total cash actually paid to Start2 Group at the time the liability arose under this Agreement unless otherwise expressly provided in this Agreement.
- 7.7. Participant's Indemnification Obligations. To the fullest extent permitted by law, the Participant's agrees that it shall defend, indemnify, and hold harmless Start2 Group from and against all claims, loss, liability, expenses, damage to, destruction of, or loss of property, intellectual property or other infringement and the injury to or death of any employee, officer, or agent of Start2 Group, or any third party, including attorney's fees, arising out of, or from the Services and for the acts or omissions of Contractor, its directors, officers, employees, contractors and subcontractors, volunteers, participants guest or any third party for which Participant is responsible ("Claim"), regardless of whether or not such Claim is caused in part by Start2 Group or a third party indemnified hereunder, related to performance under this Agreement provided, however, that Participant's liability to Start2 Group hereunder shall in no event exceed the aggregate amount paid to the Participant by Start2 Group under this Agreement or \$1,000,000, whichever is less. This obligation does not negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Agreement.

- 7.8. Start2 Group Indemnification Obligations. To the fullest extent permitted by law, Start2 Group agrees that it shall defend, indemnify and hold harmless the Participant from and against all claims, loss, liability, expenses, damage to, destruction of, or loss of property and the injury to or death of any employee, officer, or agent of the Participant, or any third party, including attorney's fees, arising out of, or from this Agreement and for the acts or omissions of Start2 Group, its directors, officers, employees, contractors and subcontractors, volunteers, participants guest or any third party for which Start2 Group is responsible ("Claim"), regardless of whether or not such Claim is caused in part by Start2 Group or a third party indemnified hereunder, related to performance under this Agreement, provided, however, that Start2 Group's liability to Independent Participant hereunder shall in no event exceed the aggregate amount paid to Start2 Group by the Participant under this Agreement or \$1,000,000, whichever is less. This obligation does not negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Agreement.
- 7.9. Travel. Start2 Group is not liable for damages associated with travel and accommodation during Participant's participation under this Agreement.
- 7.10. Insurance. The Participant shall maintain at least general liability insurance coverage in amounts customary and reasonable for the work conducted by the Participant and with at least a single incident coverage limit of no less than \$1,000,000. The Participant shall provide evidence of insurance to Start2 Group upon request.
- 7.11. Compliance with Applicable Laws. The Participant shall comply with all applicable federal, state, and local laws .

8. CYBER INCIDENT REPORTING

- 8.1. Cyber Incident Mitigation and Reporting. Upon discovery of a cyber incident of any kind, the Participant shall take immediate steps to mitigate any further loss or compromise. The Participant shall rapidly report the incident to Start2 and provide sufficient details of the event including identification of detected and isolated malicious software—to enable Start2 to assess the situation and provide feedback to the Participant regarding further reporting and potential mitigation actions. The Participant shall preserve and protect images of all known affected information systems and all relevant monitoring/packet capture data for at least 90 days from reporting the cyber incident to enable Start2 to assess the cyber incident. The Participant agrees to rapidly implement security measures as recommended by Start2 and to provide to Start2 any additionally requested information to help resolve the cyber incident and to prevent future cyber incidents.

9. LIMITATION ON FOREIGN INVOLVEMENT

- 9.1. Participant must not acquire any supplies or services if any law, or proclamation, Executive order, or statute administered, or if implementing regulations at 31 CFR chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- 9.2. Most transactions involving Cuba, the Russian Federation, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea into the United States or its outlying areas. In addition, lists of entities and individuals, subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn/>. More information about these restrictions, as well as updates, is available in OFAC's regulations at 31 CFR Chapter V and/or on OFAC's Website at: <http://www.treas.gov/offices/enforcement/ofac>.
- 9.3. The Participant agrees that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national security and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by foreign firms or institutions must be carefully controlled. The Participant agrees to comply with all applicable laws regarding export controls and not to export any technology to any U.S. embargoed countries.
- 9.4. The Participant, through Start2 Group, shall provide timely notice to the Government of any proposed transfers from the Participant of technology developed under this Agreement to foreign firms or institutions
- 9.5. The Participant shall have taken, and shall take, commercially reasonable steps to inquire into and ensure that affiliates and its vendors and contractors do not have foreign investment capital/interests from Government prohibited sources list of embargoed and sanctioned countries, as defined by U.S. Departments of Treasury and Commerce at <https://ofac.treasury.gov>.
- 9.6. Foreign Entities of Concern
- 9.6.1. The following are not eligible to serve as Participants or otherwise participate under this Agreement:
- 9.6.1.1. Organizations on the Department of Commerce's Bureau of Industry and Security (BIS) Entity List;
- 9.6.1.2. Any entity identified under section 1260h of the William M. (Mac) Thornberry National Defense Authorization Act (NDAA) for FY 2021 (10 U.S.C. 113 note; Public Law 116-283). The most recent list of entities may be found [here](#);

- 9.6.1.3. Any "foreign entities of concern" as defined in section 10638(3) of the CHIPS and Science Act of 2022, which includes, among others, entities owned by, controlled by, or subject to the jurisdiction or direction of the government of the Democratic People's Republic of North Korea, the People's Republic of China, the Russian Federation, or the Islamic Republic of Iran; and
- 9.6.1.4. Individuals who are a party to a Malign Foreign Talent Recruitment Program. The CHIPS and Science Act of 2022 defines a Malign Foreign Talent Recruitment Program as any program, position, or activity that is sponsored by a foreign country of concern that includes compensation in exchange for activities that may violate research security regulations. See full definition of a Malign Foreign Talent Recruitment Program [here](#).
- 9.7. Prohibited Technologies and Vendors. The Applicant shall not use, provide or permit the presence or use of any equipment, hardware, systems, services, or software in the performance of this Agreement that are prohibited under [applicable] Federal regulations, including but not limited to:
- 9.7.1. Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company or any of their subsidiaries or affiliates, as defined in FAR 52.204-25.
- 9.7.2. Kaspersky Lab or any other entity identified by the Government as posing a national Security risk, as defined in FAR 52.204-25,
- 9.7.3. ByteDance Ltd. Including TikTok as defined in FAR 52.204-27.
- 9.8. Fraud, Waste and Abuse. Anyone who becomes aware of the existence or apparent existence of fraud, waste and abuse in this Agreement or the Start2 Group program is encouraged to report such matters to the NSF Office of Inspector General at oig@nsf.gov
- 9.9. Anti-Terrorism. The Participant acknowledges that U.S. Executive Orders and Laws, including but not limited to E.O. 13224 and P.L. 107-56, prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Start2 Group to ensure compliance with these Executive Orders and Laws.
- 9.10. Buy American. Participant shall comply with the following Buy American requirements:
- 9.10.1. Domestic Firm means a business entity which is organized under the laws of the United States or the laws of a State, district, commonwealth, territory, or

possession of the United States, and which conducts business operations in the United States; and

9.10.2. Foreign Firm means a business entity not described in (c).

9.10.3. In accordance with 41 U.S.C. 1870a, the Participant shall to the maximum extent practicable and consistent with current law, award to domestic firms any contracts for the purchase of goods and services intended for direct use by the Participant in performing under this Agreement.

9.11. Material Transfer. For distribution to third parties of any material developed under this Agreement, the Participant must provide Start2 Group notice of the requests/transfers in the Participant's bi-weekly meeting with Start2 Group.

9.11.1. Inspection and acceptance will be performed at Start2 Group's or Participants US facility or at an NSF facility to be provided at a later date.

10. TERM AND TERMINATION

10.1. This Agreement is effective upon the date of the last signature hereon and continues for up to twelve (12) months.

10.2. Start2 Group may at its discretion terminate this Agreement, or any subcontract executed under this Agreement, or any part hereof, if the Participant violates any term of this agreement at any time, or if Start2 Group and/or NSF have reasonable cause to believe the Participant has violated any term of this agreement at any time.

10.3. Grounds for Termination. Start2 Group may terminate this Agreement, in whole or in part, upon written notice if the Participant fails to comply with program requirements, law, regulation or Start2 Group policy. Grounds for termination include, without limitation: (i) failure to attend required coaching meetings or quarterly mentor meetings; (ii) failure to submit required reports in a timely and complete manner; (iii) providing false, misleading, or incomplete information; (iv) omission of material information; (v) lack of demonstrated commitment to program activities; personal or organizational conflict of interest or (vi) misuse or improper expenditure of program funds. Upon termination, the Participant shall fulfill all close-out obligations, including submission of a Final Report within sixty (60) days and returning any unspent funds as directed.

10.4. Withdrawal of the Participant. The Participant may withdraw from the Tech Metal Transformation Challenge upon fifteen (15) days written notice to Start2 Group. In the event of withdrawal, the Participant shall complete required close-out activities, including submission of a Final Report within sixty (60) days and return of any unspent funds as directed by Start2 Group. Upon withdrawal, the Participant's eligibility for further payments, mentoring, and advancement in the Tech Metal

Transformation Challenge shall immediately cease, and all obligations that reasonably survive withdrawal shall remain in effect.

10.5. Survival. Upon termination of this Agreement, neither the Participant nor Start2 Group shall have any further obligations under this Agreement, except that Sections (e.g. 1; 2; 3; 6; 7; 8; 9; 10; 11; 12) survive termination of this Agreement and any liabilities accrued through the date of termination and such other provisions as are stated to survive in Annex B (Non-Disclosure Agreement).

11. CONFLICTS OF INTEREST

a. If the Participant identifies an actual or potential organizational conflict of interest (as defined in the FAR) that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Start2 Group shall make a prompt and full disclosure in writing to NSF. This disclosure shall include a description of the action Start2 Group has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award or that may have arisen post-award.

12. OTHER PROVISIONS

12.1. Notice. All notices hereunder shall be in writing and shall be given to the other at the email addresses set forth below with a physical copy delivered by express (e.g., DHL, Federal Express or the equivalent) to the physical address indicated below or at such other address as either may specify in writing to the other. All notices shall be effective when actually received by the other party by email.

If to Start2 Group:

Annika Pierson, CEO
Start2 Group, Inc.
1 Broadway, 14th Floor
Cambridge, MA 02142
USA

Email: legal.americas@start2.group and contracts.americas@start2.group

If to the Participant:

With a copy to:

Email:

12.2. Entire Agreement. This Agreement with its Annexes constitute the entire agreement of the Parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between Start2 Group and the Participant.

12.2.1. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, will constitute a single instrument.

12.2.2. Amendments. This Agreement may be amended or extended only by a writing signed by both Parties.

12.3. Dispute Resolution. The Parties agree that any dispute regarding any issue respecting this Agreement the Parties shall communicate with one another in good faith and in a timely and cooperative manner.

12.3.1. Dispute Resolution Procedures. Any dispute regarding any issue respecting this agreement shall be resolved as follows: Within 10 days of receipt of a written, detailed description of the dispute, a good faith, face-to-face negotiation shall take place between representatives with actual authority to settle the dispute. If the negotiation does not resolve the dispute within 20 days of the written notice, the dispute shall be resolved by an arbitration:

12.3.1.1. Conducted under the American Arbitration Association rules.

12.3.1.2. Within 10 business days of the filing of a notice of arbitration by either side.

12.3.1.3. No discovery shall occur.

12.3.1.4. One arbitrator shall be chosen by the American Arbitration Association if the parties cannot agree upon an arbitrator within 5 business days of the filing of the notice of arbitration.

12.3.1.5. The hearing shall last no more than two 7-hour days.

12.3.1.6. The arbitrator's decision without explanation shall be announced within 5 business days of the hearing.

12.3.1.7. The prevailing party shall be awarded its actual, reasonable costs and attorneys' fees of no more than \$100,000 USD.

12.3.1.8. The arbitrator or any court, tribunal or other body in any jurisdiction shall award the prevailing party the actual reasonable costs and attorneys' fees of enforcement of the award.

12.3.1.9. No post-arbitration proceeding of any kind is permitted in any form except for enforcement of the award by the prevailing party. If a non-permitted post-arbitration proceeding is commenced the actual reasonable costs and attorneys' fees of the non-commencing party by the commencing party and a reasonable estimate of such fees shall be

paid at least three days prior to the filing of the non-permitted post-arbitration proceeding. The Parties agree that failure of the commencing party to pay the estimate on time shall result in the dismissal of such proceeding with costs and attorneys' fees awarded to the non-commencing party.

- 12.3.1.10. The arbitrator's award shall be fully enforceable in all respects in any court, tribunal or other body in any jurisdiction.
- 12.4. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the law of the Commonwealth of Massachusetts without regard to any choice of law principles that would dictate the application of the law of another jurisdiction.
- 12.5. Consent to Jurisdiction and Venue. The Parties to this Agreement hereby irrevocably consent and submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts in Middlesex County or Suffolk County.
- 12.6. Severability/Waiver. If any clause, term or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other clause, term or provision hereof. Failure of either party at any time to enforce any of the provisions of this Agreement shall not be deemed to be a waiver of such or any other provision hereof.
- 12.7. Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned or transferred by either of the Participant without the prior written consent of the other.
- 12.8. Flow Down. Applicant shall include the following sections of this Agreement in agreements with any subcontractor acting in support of this Agreement: 1.3 (Eligibility Certification); 1.4 (Foreign Ownership Certification); 3 (Definitions); 4.4-4.5 (Reporting); 6 (Intellectual Property); 7.11 (Compliance with Law); 8 (Cyber Incident Reporting); 9 (Limitation on Foreign Involvement); 9.10 (Buy American); 10 (Conflicts of Interest); 12.3 (Dispute Resolution); 12.4 (Applicable Law); 12.5 (Consent to Jurisdiction and Venue).
- 12.9. Incorporation by References. The following United States statutes, rules and regulations are incorporated by reference as though set out fully in this Agreement:

5 USC 552(b)

10 USC 113

18 USC 208

18 USC 1001

18 USC 1905

29 USC 794

41 USC 1870a

42 USC 6101

42 USC 2000d et seq

42 USC 10638(3)

42 USC 19232

42 USC 19235

42 USC 10632

5 CFR 2035 Sec 502

FAR 52.204-25

FAR 52.204-27

FAR 52.227-14

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Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L.105-220)

National Science Foundation Act of 1950

Privacy Act of 1974

Equal Employment Opportunity (E.O. 11246)

NSF website Home/Research Security

NSF website Home/Research Security/Person or Entity of Concern Prohibition

Participant and the undersigned understand that the information submitted may be given to Federal, State or local agencies for determining violations of law and other purposes.

I am the Participant or an officer of the entity authorized to represent it and authorized on its behalf. I certify on my own behalf and on behalf of the participant that the information provided here and that all other information submitted in connection by Participant is true and correct as of the date of submission. I acknowledge that any intentional or negligent misrepresentation of the information of the information submitted by Participant may result in criminal, civil, or administrative sanctions.

Read, Understood and Agreed:

Participant:

By: _____

Date: _____

Accepted: Start2 Group, Inc.

By: _____

Annika Pierson, CEO

Date: _____