



QUARTER ZERO PARTICIPATION AGREEMENT & RELEASE 2020 SEASON

This Participation Agreement and Release (this “Release”) is being given by the undersigned student (the “Student”) and the lawful parent(s) and/or guardian(s) of the Student (the “Parent” and together with the Student, the “Participants”), in relation to the Participants participation in the QØ program (the “Program”) of Quarter Zero, LLC, d/b/a “QØ” (“QØ”). All of the Exhibits to this Release constitute part of this Release and are incorporated herein.

Acknowledgement, Release and Waiver of Liability:

The Participants hereby acknowledge that they have voluntarily applied for the Student to participate in the Program and that there are risks associated with the Program which may be known or unknown. The Participants understand that as a result of the known and unknown risks associated with the Program, the Student may experience damage to his or her property, physical injuries, bodily harm, illness or death. The Participants understand that during the Program the Student may be putting his or her intellectual property at risk by sharing his or her ideas, inventions, thoughts, discoveries, improvements, proprietary information, etc. with others, and the Participants agree that (i) QØ shall not be liable for any misappropriation of the Student's intellectual property in connection with the Program, (ii) the Student shall not misappropriate or disclose to any person outside of the Program the intellectual property or proprietary information of any other participant in the Program without such participant's consent, and (iii) the Student is not entitled to, nor should the Student expect, any equity interest in any venture that he or she is associated with in connection with the Program, unless otherwise agreed to in writing. The Participants understand and acknowledge that there will be periods during the Program where the Student is not under the care or supervision of an adult, and the Participants agree (i) to accept all risks associated with the Program, both known and unknown, (ii) to take full responsibility for the Student's own actions, safety and welfare; and (iii) that the Student will conduct himself/herself in a respectful manner that will not endanger the Student or other participants in the Program.

The Participants acknowledge that the Student's participation in the Program is at all times subject to his or her compliance with the Code of Conduct and Harassment Policy attached hereto as Exhibits A and B (the “Code”), and that any violation of the Code (which shall be determined by QØ in its sole discretion), may result in disciplinary action, including, but not limited to, suspension or expulsion from the Program (such disciplinary action to be determined by QØ in its sole discretion). Each of the Participants shall, jointly and severally, indemnify, pay, defend and hold QØ, its officers, directors, employees and agents (the “QØ Indemnitees”) harmless against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, including, without limitation, (i) reasonable attorney's fees in connection with any investigative, administrative or judicial proceeding, and (ii) costs associated with lodging relocation for the Participant and/or other participants in the Program, which may be asserted against such QØ Indemnitee by a third party, as a result of the violation or breach of this Agreement or the Code by a Participant.



In the event that payments have been made to QØ in connection with the Student's participation in the Program and the Student withdraws or is terminated from the Program prior to its conclusion, the Participants acknowledge that a refund, if any, of such payments shall be made in accordance with the Refund Policy attached hereto as Exhibit C (the "Refund Policy"). Provided that, QØ, in its sole discretion, may allow a larger refund than provided for in the Refund Policy under special circumstances.

The Participants hereby confirm that the Student is physically and medically fit for the Program, and agree that if the Student's condition changes such that it is not safe for the Student to participate in the Program, the Participants will notify QØ and the Student will cease participation in the Program. The Participants understand that QØ is relying on these assurances that the Student is physically and medically capable of participating in the Program.

The Participants acknowledge that, while the Program is academic in nature, QØ makes no representations or warranties (express or implied) regarding the content in or the value of the Program. Additionally, the Participants acknowledge that QØ does not owe the Participants any obligations regarding the care of the Student during his or her participation in the Program.

In consideration for the Student being permitted to participate in the Program, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Participants, their heirs, next of kin, executors, legal representatives, successors, and assigns, hereby irrevocably and unconditionally release, remise, waive, forever discharge and hold harmless QØ from any and all rights, demands, losses, liabilities, damages, claims, and causes of action whatsoever which any of the Participants may now or hereafter be entitled to assert against QØ in connection with the Program (including, without limitation, any of the above acknowledged risks and considerations). For the purpose of this Release, "QØ" includes QØ and its partner organizations, as well as each such organization's respective officers, directors, owners, employees, agents and volunteers.

This Release covers any damage, liability, costs, attorneys' fees, and expenses whatsoever, arising directly or indirectly based on any theory of liability, including, but not limited to, negligence, out of the Student's participation in the Program. This Release includes, without limitation, personal injury, property damage, death, libel, slander, defamation, invasion of right of privacy or publicity, or any other claim. This Release is intended to be as broad and inclusive as is permitted under applicable law, and if any portion of this Release is deemed unenforceable, (i) QØ shall have the right to modify such portion to the extent necessary to be deemed enforceable, and (ii) all other provisions of this Release shall continue in full force and effect.

In consideration for the Student being permitted to participate in the Program, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participants, their heirs, next of kin, executors, legal representatives, successors, and assigns, hereby irrevocably and unconditionally (i) grant to QØ the absolute right and permission to use, publish, broadcast, and copyright the Student's name, biographical information, photograph or likeness (including in any video recording in which the Student may appear), voice (including in any audio recording in which the Student may appear), statements or any



materials based upon or derived therefrom (collectively, the “Publicity Materials”), in any and all advertising, promotional, or other materials, or to refrain from doing so, in any manner or media whatsoever, worldwide, without notice to me or the Student and without further compensation, and (ii) waive and release any and all rights and claims which any of the Participants may now or hereafter be entitled to assert against QØ arising out of or in connection with its use of, or failure to use, the Publicity Materials. Catapult Incubator Participants will also be receiving headshots which will be featured on the Demo Day microsite within the QØ website - this showcases each venture team in preparation for Demo Day.

The Participants hereby represent and warrant that (i) the Parent is the parent or legal guardian of the Student, (ii) the Participants have read the above Release prior to its execution, (iii) the Participants fully understand its contents, (iv) the Participants sign it in exchange for the opportunity to have the Student participate in the Program, (v) The Participants consent to the Student's participation in the Program, and (vi) any and all parents and or guardians of the Student necessary to give full force and effect to this Release have signed the Release below.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Release as of the date set forth below.



PARENT(S):

Print Name: _____

Signature: _____ Phone: _____

Email: _____ Date: _____

Address: _____
Street Address City State Zip

Print Name: _____

Signature: _____ Phone: _____

Email: _____ Date: _____

Address: _____
Street Address City State Zip

STUDENT:

Print Name: _____

Signature: _____ Phone: _____

Email: _____ Date: _____

Address: _____
Street Address City State Zip

[Signatures Required on Following Exhibit Pages]



EXHIBIT A CODE OF CONDUCT

Your participation in the Program is subject to your compliance with this Code of Conduct (the “Code”). Each participant shall be responsible for his or her conduct from the time of application for admission through to the completion of the Program.

The following behaviors do not meet the expectations of a participant in the Program, and any participant who engages in the following behaviors is considered to be in violation of the Code and may be subject to disciplinary action, including, but not limited to, suspension or expulsion from the Program, at the sole discretion of the Program’s directors.

PROHIBITED CONDUCT	WHAT THIS MEANS
Alcohol	The sale, use, distribution, consumption, or procurement of alcoholic beverages at any time during the Program is prohibited.
Assault	Intentionally inflicting bodily harm upon any person; taking reckless action that results in harm to any person; or threatening by any means of transmission the use of force to harm or injury any person.
Any Breach of Civil/Criminal Law	Any participant who is (i) found responsible, or (ii) the subject of an inquiry, for breaking any state, federal or municipal law may be found to be in violation of this Code, at the sole discretion of the Program’s directors.
Non-Compliance with Directions	Non-compliance with the directions or requests of a member of staff acting in the performance of their duties.
Non-Compliance with Emergency Regulations	Non-compliance with specific emergency regulations and evacuation procedures for buildings used during the Program.



PROHIBITED CONDUCT	WHAT THIS MEANS
Complicity	Attempts to commit acts prohibited by the Code or encouraging others to commit acts prohibited by the Code may be addressed in the same manner as if the participant committed the violation. A participant may be found complicit if he or she is aware of a violation of the Code and has the ability to report the violation, but fails to do so or fails to remove themselves from the situation.
Computing and Cyber Harassment	Using information and communication technologies as a means of intimidation, harassment, or unwarranted interruption is prohibited. This includes, but is not limited to, email, social networking sites, the internet, cellular phones and video recorders. The procurement and/or transmission of videos or photographs of another individual without his or her expressed permission are prohibited.
Damage to Property	Damage to the property of QØ or any other property in connection with the Program, including, but not limited to, the property of host venues, lodging, host campuses, and other participants.
Disorderly Conduct	Engaging in behavior that is destructive, dangerous, harmful, obstructive, or disorderly.



PROHIBITED CONDUCT	WHAT THIS MEANS
Drugs	The use (or being in the presence of the use), possession, distribution or manufacturing of narcotic or dangerous drugs or any other illegal or controlled substances, except as expressly permitted by law or those prescribed by a physician and kept in their labeled containers, is prohibited. Being in the presence of narcotics or dangerous drugs and/or illegal or controlled substances is prohibited. Use, possession, distribution, or the manufacturing of plants or chemicals to induce an altered state of consciousness, including caffeine pills, is prohibited. Participants are expected to abide by all federal and state laws regarding illegal or controlled substances.
False Information	Knowingly providing false information in any form to a member of the QØ community.
False reporting of an Emergency	Intentionally making a false report of a bomb, fire, attack, or other emergency.
Interfering with Fire Safety	Tampering with or misusing fire alarms or obstructing the functioning of fire alarms, fire exits, fire-fighting equipment, smoke/heat detectors and sprinkler systems on any premises associated with QØ is prohibited. Additionally, causing or creating a fire; the use of all open flame devices such as (but not limited to): incense, candles, kerosene lamps, hibachis, and barbecue grills; the use of natural trees or wreaths; and the use of any and all fireworks.
Forgery/Fraud	Forgery, alteration, or misuse of documents, records or identification.



PROHIBITED CONDUCT	WHAT THIS MEANS
Harassment	<p>Any behavior (verbal, written, or physical) that abuses, assaults, intimidates, demeans, victimizes, or has the effect of creating a hostile environment for any person.</p> <p>QØ has a zero tolerance policy and reserves all rights to terminate any Participant's involvement in the Program immediately if QØ determines, in its sole discretion, that an infringement has been made.</p> <p>Please see Exhibit B for more information.</p>
Misappropriation of Confidential Information or Intellectual Property	<p>Disclosing or making use of information regarding a business idea or venture, that was obtained by reason of one's participation in the Program, in an unauthorized and non-Program related fashion, including implementing a substantially similar business idea or model in such a way that competes with the idea or business model of a fellow Program participant.</p>
Misconduct	<p>Any conduct that adversely affects the participant's suitability as a member of the QØ community or which is inconsistent with the QØ mission. This includes, but is not limited to, plagiarism and all forms of intellectual property infringement or misappropriation, making defamatory statements, suspicion of or admission to previous drug use, the possession of any type of paraphernalia analogous with the use, distribution or sale of illegal substances/narcotic drugs, the possession of any type of paraphernalia analogous to the consumption of alcohol, and possessing alcohol containers.</p>



PROHIBITED CONDUCT	WHAT THIS MEANS
Sexual Misconduct	<p>QØ is committed to the safety of all participants at all times and does not tolerate and prohibits sexual misconduct and sex discrimination of any kind. Sexual misconduct involves a range of behaviors including sexual assault, sexual harassment, intimate partner violence, sexual exploitation, sexually inappropriate behavior and any other conduct of a sexual nature that is nonconsensual, or has the effect of threatening, intimidating, or coercing a person. Sexual misconduct can be committed by individuals of any gender, and it can occur between individuals of the same gender or different genders. It can occur between strangers or acquaintances, as well as people involved in intimate or sexual relationships.</p> <p>QØ has a zero tolerance policy and reserves all rights to terminate any Participant's involvement in the Program immediately if QØ determines, in its sole discretion, that an infringement has been made.</p> <p>Please see Exhibit B for more information.</p>
Smoking	Smoking is prohibited at all times during a Program event.
Stalking	Stalking refers to occasions where an individual willfully and repeatedly engages in a knowing course of conduct directed at another individual that reasonably and seriously alarms, harasses, torments, or terrorizes the victim. Such behavior is prohibited regardless of the relationship between individuals. Any behavior or activity that places another individual in fear of personal harm and/or is intended to cause emotional distress to another individual may be considered stalking behavior.
Theft	Theft of any property not belonging to the participant.



PROHIBITED CONDUCT	WHAT THIS MEANS
Weapons	The possession, display, use or distribution of any weapon at all times during the Program.
Lodging Misconduct and Additional Charges	<p>It is the responsibility of the Participant to behave respectfully while a guest at all lodging during QØ sessions and to comply with all such lodging policies.</p> <p>Participants are prohibited from charging additional costs to the room. All additional charges incurred by a Participant will be the responsibility of the Participant and Participant agrees to indemnify QØ for any such costs.</p> <p>Participants are prohibited from leaving lodging after nightly check-ins without the express permission of QØ staff and the presence of another Participant. If a Student violates this policy, they will be fined \$250 for each occurrence.</p> <p>Participants are prohibited from switching room assignments.</p> <p>If there is no lifeguard on duty, participants are prohibited from using a swimming pool, jacuzzi, or similar water-related activities. Gym usage must be pre-approved by QØ staff.</p> <p>If a participant is responsible for additional incurred costs due to inappropriate behavior, such participant will be responsible for such costs, including the cost of the entire group being removed from a lodging and finding alternative lodging.</p>



PROHIBITED CONDUCT	WHAT THIS MEANS
Host Misconduct and Additional Charges	<p>It is the responsibility of the Participant to behave respectfully while visiting host locations (offices, event venues, etc.) during QØ sessions and to comply with all host policies.</p> <p>If a Participant is responsible for additional incurred costs due to inappropriate behavior, such Participant will be responsible for such costs, and Participant agrees to indemnify QØ for any such costs, including the cost of the entire group being removed from the host location and finding alternative hosts.</p>

I HAVE READ AND UNDERSTAND QØ'S CODE OF CONDUCT IN EXHIBIT A:

Student Signature: _____

Parent(s) Signature: _____



EXHIBIT B
ZERO TOLERANCE FOR HARASSMENT

One of the most valuable components to our programs and the building of our ecosystem is creating a safe and supportive environment for individuals to thrive and reach their full potential regardless of their background, race, age, religion, sexual orientation, or gender identity.

At QØ we have a strict zero tolerance policy with respect to harassment and will not tolerate individuals who engage in such abuse. We reserve full rights to terminate immediately the participation in any QØ programs of any current students and/or alumni participants, without financial reimbursement, if QØ determines, in its sole discretion, there has been a violation of this policy.

Harassment may include using derogatory words or phrases, negative comments on physical appearances, and using stereotypes related to a specific group.

Because confusion often arises in regards to sexual harassment, it deserves special mention. Sexual harassment may take a variety of forms including, but is not limited to:

- Making unwanted or sexual gestures;
- Making sexually graphic comments, either spoken or via digital communication;
- Showing or sending offensive or suggestive images or graphics; and
- Unwelcome physical contact that is sexual in nature, including the touching of another’s body or the touching or display of one’s own body.

Any student who believes that he or she has been subjected to harassment is encouraged to report the incident immediately to the Program Director.

Any student who believes that he or she has witnessed harassment has the responsibility to report the incident immediately to the Program Director. Students who believe harassment is justifiable and choose not to report it are not individuals who belong in the QØ ecosystem.

By signing this agreement, you are acknowledging your understanding of QØ’s zero tolerance policy for harassment.

I HAVE READ AND UNDERSTAND QØ’S ZERO TOLERANCE FOR HARASSMENT POLICY IN EXHIBIT B:

Student Signature: _____

Parent(s) Signature: _____



EXHIBIT C 2020 REFUND & PAYMENT POLICY

Please note that the application fee and initial deposit of \$550 (for the Startup Camp) and \$850 (For the Catapult Incubator) are non-refundable.

Any remaining payments due based on your payment plan will be automatically charged to your card prior to the start of the program date. You are responsible for making any and all remaining payments under your account.

The remaining program fees are refundable through written request up to 90 days prior to the program start date. Within 90 days of the program start date, inclusive of after the start of the program, no portion of the program fees are refundable upon cancellation, removal from the program, withdrawal from the program or other departures from the program.

I HAVE READ AND UNDERSTAND QØ'S REFUND & PAYMENT POLICY IN EXHIBIT C:

Student Signature: _____

Parent(s) Signature: _____



EXHIBIT D MISCELLANEOUS MATTERS

Dietary Restrictions & Food Allergies:

Due to the nature of the program, QØ and our food vendors are limited in our ability to accommodate dietary restrictions and food allergies. QØ is able to accommodate basic dietary restrictions, but cannot guarantee specific ingredients' absences or lack of cross-contamination.

If a Student has dietary restrictions or food allergies of any sort, detailed information must be provided to QØ staff no later than April 15, 2020 via QØ's Enrollment Forms.

If the Student has complex or severe dietary restrictions or food allergies, QØ cannot guarantee safe and adequate food, and therefore retains the right to ask the Student or Participants to provide an alternative solution.

Medicine:

Under the circumstance where a Student has a minor illness, QØ staff may approve a Student's purchase and application of the following medicine without prior notification to Participants:

- Acetaminophen - Tylenol or Generic
- Ibuprofen - Advil or Generic
- Aspirin - Bayer Aspirin or Generic
- Cough Suppressant - Robitussin or Generic
- Decongestant - Sudafed or Generic
- Antibiotic Ointment - Neosporin or Generic
- Hydrocortisone Ointment
- Antihistamine - Benadryl or Generic
- Antacid - TUMS, Mylanta, Maalox or Generic

If a Student has an allergy to the above list, detailed information must be provided to QØ staff no later than April 15, 2020 via QØ's Enrollment Forms.

If a Student wishes to purchase and apply medicine beyond the above list, express permission must be granted by Participants.

It is the Student's and Participants' responsibility to make sure appropriate dosages are taken if a Student purchases the above medicine.



Transportation:

Students will be traveling to and from the lodging, city sights, programming locations, and office visits during the Program. Modes of transportation may include walking, shuttle buses, private transportation (taxi, Ubers, etc.), and public transit. At times, there may be situations where students are placed in a vehicle without immediate supervision. If students at any time feel uncomfortable with transportation options, it is their responsibility to inform a QØ staff member.

Supervision, Boundaries, and Responsibility:

During the Program, there will be times where a Student is not immediately supervised by QØ staff, mentors, or volunteers.

Throughout the day, Students will also have the freedom to explore the city within boundaries. Students must be accompanied by at least one other Student and should never be alone. It is the students responsibility and obligation to stay within the boundaries set forth by QØ.

For overnight stays, Students will have a check-in both at night and the following morning. In between those times, Students are only allowed to leave the premises with express permission from a QØ team member. Permission may be granted based on destination, time, and past behavior. Students must be accompanied by at least one other Student and should never be alone.

Should a Student choose to violate these permissions, boundaries, and conditions, Participants take full responsibility for the Student's actions, safety and welfare.

I HAVE READ AND UNDERSTAND QØ'S MISCELLANEOUS MATTERS IN EXHIBIT D:

Student Signature: _____

Parent(s) Signature: _____



EXHIBIT E STUDENT RESPECT AND EXPECTATIONS

Student,

You will learn a lot about personal branding throughout your time at QØ - what it is, why it's important, and how to ensure you can authentically project a personal brand that you can be proud of. All interactions throughout QØ, both in person and electronically are an extension of your personal brand, so be sure to keep that in mind with every post you makes.

QØ is a professional environment and therefore we have expectations of Students and their behavior.

Use of Slack & Other Communication Tools

All communication must be professional, courteous, respectful and appropriate at all times. QØ will be monitoring and moderating all channels and strictly enforcing the below.

During your time at QØ, you will be using communication platforms, including Slack, to communicate with QØ and other participants. As you familiarize yourself with Slack and other platforms, please note some important ground rules which will apply to your use of these communication platforms while in the Program.

Respect

- You must treat each other with mutual respect and as you would in person
- Discriminatory language will not be tolerated. Slack is a safe space for everyone in our cohort regardless of race, age, religion, sexual orientation, or gender identity. If this is violated, your participation will be terminated.
- Inappropriate or offensive language will not be tolerated.
- Be sure to listen and respond to the opinions of the other members of the group thoughtfully and with respect

Professionalism

- Remember, QØ is a professional environment. All communication must be professional, courteous, respectful and appropriate at all times
- Watch your tone. Tone is often hard to interpret online. Always make sure to be conscientious of the way your message may come off to others
- Be a team player! Make sure to cultivate a network of support & encouragement for each other



Responsibility

- You are responsible for all your activities while participating in any Slack or communication channel.
- You are responsible for anything you say or post, so please make sure you are representing yourself in a way you can feel proud of
- QØ reserves the right to remove at any time, without notice, any posting to Slack

(For Catapult Incubator Students) Venture Team and Dedication

Once placed on your venture, you are expected to dedicate 20 hours a week virtually to your team. Between sessions when Students are home, that's where the real work happens and you are expected to participate in the following team and mentor meetings when not at QØ sessions:

- 3 team meetings per week
- 2 mentor team meetings per week

If you cannot make one or two meetings, you should be a good team member by communicating your absence in advance with their team. General meeting protocols require you to:

- Step up to the plate to share responsibilities and burdens
- Be timely and well-prepared 5 minutes prior to virtual meetings
- Treat one another with respect, even when disagreeing

Equity Discussions and Venture Engagement During the Program

We do not encourage or support the discussion of equity interest in a venture during the program. It's not a common practice for equity discussions or distributions to be present in exchange for such a limited engagement. Students do not receive equity interest in any venture, unless otherwise agreed to in writing.

After the program is complete, Students are not expected or obligated to continue their participation in the venture. We recommend all teams and Students interested in continued engagement after the program make such decisions two to four weeks after the conclusion of the program.

Working with Industry Experts

At QØ, a variety of industry experts including QØ staff, advisors and/or specialists will be dedicating time to support your journey as a young entrepreneur. In return, you are expected to:

- Have a humble and respectful attitude towards feedback and positive criticism
- Express appreciation and thanks for time and effort shared with you
- Be responsive with communication over Slack, email, and other forms of communication



Check-Ins

Due to the size of the cohort, there will be check-ins throughout the day. You are expected to show up to check-ins on time and to respond quickly if running late.

Repeated lateness will not be tolerated.

Walking and Boundaries

There will be frequent opportunities for students to walk in between locations or to explore the city. During this time, you are expected to:

- Stay with your designated walking group
- Be aware of your surroundings and other people nearby
- Refrain from using your cell phone or similar devices
- Walk on the right side of the street, allowing passersby on the left
- Adhere to all traffic laws and refrain from jaywalking
- Stay within designated set boundaries and refrain from going further than instructed

Venues

At all and any visits to venues, please recognize that you are in a professional environment with other workers and guests:

- Keep all talking and discussions to a reasonable level to not disturb others
- Clean up all trash near you and leave the space in the same (or better) quality you found it
- Respect all furniture and office supplies, especially when using pens and markers
- Refrain from taking supplies, drinks, or food available to other guests

At all lodging, in particular:

- Switching rooming assignments is strictly prohibited
- Keep noise down after hours in the room and shared areas in order to not disturb other guests

Thank You

We trust that you will rise to our expectations and treat those around you with the utmost respect and professionalism. We look forward to working with you.



Onward,

The QØ Team

I HAVE READ AND UNDERSTAND QØ'S STUDENT RESPECT AND EXPECTATIONS IN EXHIBIT E:

Student Signature: _____

Parent(s) Signature: _____
