CODELAUNCH SEMIFINALIST COMPETITOR AGREEMENT

This CODELAUNCH SEMIFINALIST COMPETITOR AGREEMENT ("Agreement") is executed on this day of _____, ("Effective Date") between CodeLaunch, LLC, ("CL"), its successors, assigns, affiliates, related companies, employees, agents, and directors, and _____("Competitor") who has entered the venture named _____ into the Competition. CL and Competitor (hereinafter sometime referred to collectively as "Parties") execute this Agreement on behalf of and any reference to the Parties, individually or collectively, shall include reference to, as applicable, the respective Party, and its agents, present and former corporate parents, subsidiaries, affiliates, division, groups, owners, partners, officers, directors, shareholders, agents, attorneys, insurers, employers, employees, servants, representatives, heirs, executors, administrators, successors, and assigns.

NOW THEREFORE in consideration of the mutual promises and covenants set for herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all Parties to this Agreement, the Parties hereby agree as follows:

THE TERMS AND CONDITIONS CONTAINED HEREIN ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND CL AND GOVERN YOUR PARTICIPATION IN CODELAUNCH. SUBMISSION AND/OR PARTICIPATION IN CODELAUNCH CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO AN ACCEPTANCE OF THE OFFICIAL RULES.

ARTICLE I

1.   Definitions.

(a)   "**Competitor**" shall mean any eligible participants and representative teams that have been invited into the Semi-Finalist round and have executed this Agreement prior to the deadline.

(b)   "**Event**" shall mean "_[NAME, DATE and LOCATION of Event]" (the "**Venue**").

(c)   "**Semi-Finalists**" shall mean those Competitors who have been selected to pitch in the preliminary round and become eligible to be a Finalist.

(d)   "**Finalists**" shall mean those Semi-Finalists who have been selected to participate in the Event.

(e)   "**Term**" the term of this Agreement shall remain in full force for one year from Effective Date.

ARTICLE II

1.   **CodeLaunch Eligibility and Submission Requirements.** To be eligible as a Competitor participants must comply with the CL Submission Process, Requirements, and Competitor Obligations. All forms, releases, affidavits, confidentiality agreements and any other documents MUST BE FILLED OUT COMPLETELY, ACCURATELY, AND TRUTHFULLY. If Competitor fails to complete any forms, agreements, releases or submission requirements, and/or provide false or misleading information, Competitor is ineligible and may be disqualified from the Event. Submission to CodeLaunch does not guarantee selection as a Semi-Finalist, or Finalist. CL shall have the sole discretion to determine which Competitor advances to become a Semi-Finalist or Finalist and participates in the Event.

1.1   Semi-Finalist. To become eligible as s Semi-Finalist and assigned a pitch meeting slot, either in person or via Microsoft Teams .Competitor must deliver the following **no later than [DATE & TIME]** (the "Deadline"):

(i)   A copy of this fully executed and completed Agreement;
(ii)   A prioritized selection of up to three (3) preferred pitch slots (Exhibit "A"); and,
(iii)   A prepared four (4) minute pitch and corresponding deck with a maximum of eight (8) slides

1.1.1   Selection Process. CL reserves the right to assign pitch slots. Some Competitors may not receive their preferred meeting time slots.

1.1.2   Competitor agrees to maintain confidentiality regarding the Competitor's status within CodeLaunch until CL has publicly released Competitor's position, status, and/or participation or upon written consent by CL.

2.   **Finalist.** Finalists will be announced [DATE & TIME] (at the Finalists Reveal Event, and via livestream around the same time). Competitor hereby agrees that if selected as a Finalist, Competitor will book travel to for the location of the Event and related Hackathon days at Competitor's own expense and risk.

2.1   Finalist Hackathon. Once selected as a Finalist of CodeLaunch, Competitor will be available in person at 9am through 9pm on both scheduled Hackathon Days. Competitor may be required for subsequent questions, emails, and other communications throughout the hackathon. Competitor shall be available for a demo of the hackathon team's work product, and delivery of the source code, upon conclusion of the second day of the hackathon.

2.2.1   At CL's sole discretion, Competitor will be assigned to a hackathon at a place to be determined later where the hackathon team desires to work with their assigned Competitor, most likely their typical day to day place of business.

2.2.2   Intellectual Property Ownership. CL agrees to provide to Competitor ownership of any work product and/or deliverable(s), including all intellectual property rights therein, originally produced during the course of the hackathon pursuant to this Agreement. Further, as between the Parties, Competitor is and will remain the sole and exclusive owner of all right, title and interest in and to Competitor materials and marks, including all intellectual property rights therein.

2.2   Finalist Obligations. Competitor further agrees if selected to be a Finalist, Competitor will attend and present a four (4) minute Finalist pitch at the Event. ___ initials.

Competitor agrees to make themselves available for one pitch coaching meeting followed by one follow-up coaching meeting, provided by a designated CodeLaunch representative, during a window which begins after Competitor becomes a Finalist and ends 48 hours prior to the Hackathon. ___ initials.

Competitor agrees to staff their exhibit space at the Event when doors to attendees open until its time to go back stage, and after the finale competition has ended, until published event conclusion time. ___ initials.

Competitor agrees to attend a casual dress, full show rehearsal and AV walk-through prior to the Event to occur on the Event Day, at the Venue. ___ initials.

Competitor agrees to engage in repeated and purposeful efforts to actively promote Competitor's participation in CodeLaunch on any social media platform available to Competitor in which Competitor is presently engaged. Competitor shall issue a minimum of one media quote to CL for purposes of a CodeLaunch press release, referencing Competitor's company or idea in relation to CodeLaunch. Competitor shall "participate" upon on social media platforms by utilizing the #CodeLaunch hashtag and provided media. ___ initials.

Competitor will actively promote any "VIP Promo Codes" given by CL, with intent to maximize attendance. ___ initials.

2.3   Services "In-Kind". Some Finalists may be eligible to receive a package of services donated in-kind by third party vendors. Any services offered must be used within one year or rights to use them are lost.

3.   **Competition Prize.** Upon performance of the requirements herein, and upon selection by the attendee vote at the conclusion of the competition, one winner will be selected and receive a package of services donated "in-kind" by third party vendors.

3.1   Other Prizes. Third party CL sponsors, attendees, and exhibitors may award additional prizes. CL is not responsible for these or any other offers made at the Event or thereafter.

3.2   Taxes. The winner shall be solely responsible for all local, state and federal taxes associated with the Competition Prize.

3.3   Panelists. The panelists and/or judges may assign additional recognition to competitor(s) which are symbolic in nature and do not guarantee any particular value or outcome.

4.   **No Guarantee.** Competitor entered into the CodeLaunch Competition in accordance with the Official Rules enumerated on www.Codelaunch.com and Competitor has read, understood, and complied fully with those Rules. Competitor understands and acknowledges that CL has no obligation under the Rules to guarantee the winner(s) of CodeLaunch or secure any investments by CL or any third party. Further, CL has no obligation to provide any additional, separate, or substitute prize or position to Competitor in connection with CodeLaunch. Nothing herein shall be construed to constitute the parties hereto joint venturers, nor shall any similar relationship be deemed to exist between them.

5.   **Use of Name & Likeness**. Except where prohibited by law or regulations, by participating in the Event, hackathon, and submission process, Competitor hereby grants CL and its affiliates, the right to use and publish Competitor's name, likeness, company name, company logo, city of residence, photo, video tape, film, or any other likeness, including Competitor's voice, recorded or live, in any manner or media collected as a result of Competitor's participation in the Event for marketing and promotional purposes, including without limitation, CL's newsletters, website, social media accounts or outlets without additional compensation.

6.   **Assumption of Risk**. Competitor expressly assumes all risks of any nature whatsoever related to CodeLaunch, Competitor's participation therein, and hereby releases CL of and from any and all

claims, demands, damages, actions, and causes of action, torts, obligations, costs, losses, claims, liability for bodily injury, death or other type of damage or injury of any nature whatsoever, whether in law or in equity, whether known or unknown, that Competitor may have hereafter or may have arising from or by reason of or in any way connection with any transaction, event, or circumstance that occurs or exists be reason of CodeLaunch, Competitor's participation therein, and/or acceptance or use of being a Competitor.

7. **Confidentiality**. Competitor agrees to broad confidentiality as to all matters between the Parties, including but not limited to, the dealings of the Parties, the CodeLaunch selection process, business methods and practices, any proprietary or confidential information that belongs to CL, CL's personnel, or any associated affiliates, subsidiaries and parent entities and the existence and terms of this Agreement, (collectively, the "Confidential Information") other than as required for professional assistance or as compelled through the legal process.

Competitor further agrees that this broad confidentiality clause shall extend to any third party, including but not limited to Competitor's employees, candidates, clients, vendors, partners, or potential business relationships. Unless CL has given Competitor express prior written consent, Competitor is not to disclose at any time such information, data, plans, processes, or confidential information as described hereinabove.

Competitor understands that this disclosure of the Confidential Information constitutes a material breach of this Agreement and will cause CL substantial and irreparable injury.

8. **Non-Disparagement**. Competitor agrees that that Competitor will not publicly or privately, directly or indirectly, whether written or oral, disparage or speak ill of CL or CodeLaunch. Competitor covenants and agrees not to take any action that is designed or intended to have the effect of discouraging any listener, employee, customer, vendor, supplier, CL affiliate, or other business clientele of CL from maintaining a business relationship with CL and will not encourage or be a party to any disparagement.

9. **Non-Solicitation**. Competitor agrees that CL, and it's sponsors, have invested substantial time, money and effort hiring, training and developing its employees and/or associates. Therefore, Competitor agrees that during the term of this Agreement and for a period of one (1) year thereafter Competitor will not directly or indirectly induce, entice or attempt to hire or employ (for himself, herself or on behalf of any other person, firm or entity) or assist anyone else to employ any persons who at the date of termination of this Agreement are employed with CL, Improving, or Competitor's assigned Hackathon Team, (including without limitation executive employees) or those persons who are rendering substantially full-time services to CL.

10. **Entire Agreement.** This Agreement, and any Exhibit attached hereto, represents the entire understanding between the parties with respect to the matters contained herein and may be amended only by an instrument in writing signed by the parties. There are not representations or warranties, express or implied, other than those contained herein.

11. **Non-assignability**. The rights and obligations of this Agreement may not be assigned or subcontracted without CL's prior written consent.

12. **Governing Law and Venue.** This Agreement is executed and made performable in Collin County, Texas and shall be governed and construed in accordance with the laws of the State of Texas, except that any conflict of law rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded. Venue for any disputes regarding this Settlement Agreement shall be in Collin County, Texas.

13. **Validity.** If any provision of this Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

{Signature Page to Follow}

{CodeLaunch Competitors Agreement}

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement effective as of the Effective Date.

_____
CodeLaunch Competitor Signature

_____
CodeLaunch Competitor Printed Name

Jason W. Taylor
_____
Jason W. Taylor, President of CodeLaunch, LLC

EXHIBIT "A" PITCH SLOT MEETING PREFERENCES

Choose one 1st, one 2nd, and one 3rd day and time preference for your Semifinalist pitch meeting.

TYPE THE NAME OF YOUR VENTURE HERE: _____

Slot	Day	Date	Time (TIMEZONE)**	1st	2nd	3rd
1	Monday	TBD	9:00 AM			
2	Monday	TBD	10:00 AM			
3	Monday	TBD	11:00 AM			
4	Monday	TBD	12:00 PM			
5	Monday	TBD	1:00 PM			
6	Monday	TBD	2:00 PM			
7	Monday	TBD	3:00 PM			
8	Tuesday	TBD	4:00 PM			
9	Tuesday	TBD	10:30 AM			
10	Tuesday	TBD	1:00 PM			
11	Tuesday	TBD	2:00 PM			
12	Tuesday	TBD	3:00 PM			
13	Tuesday	TBD	4:00 PM			
14	Wednesday	TBD	10:30 AM			
15	Wednesday	TBD	11:00 AM			
16	Wednesday	TBD	12:00 PM			
17	Wednesday	TBD	1:00 PM			
18	Wednesday	TBD	2:00 PM			
19	Wednesday	TBD	3:00 PM			
20	Thursday	TBD	9:00 AM			
21	Thursday	TBD	10:00 AM			
22	Thursday	TBD	11:00 AM			
23	Thursday	TBD	12:00 PM			
24	Thursday	TBD	1:00 PM			
25	Thursday	TBD	2:00 PM			
26	Thursday	TBD	3:00 PM			
27	Thursday	TBD	4:00 PM			