

RULES OF CONDUCT & NON-DISCLOSURE AGREEMENT (NDA)

SpaceX 2018 Hyperloop Pod Competition



The following terms are a condition of your participation in the Hyperloop Pod Competition activities on Space Exploration Technologies Corp. (SpaceX) property.

While on SpaceX's premises during the Hyperloop Pod Competition and associated testing periods, you shall not, without express written permission from SpaceX:

- ***PHOTOGRAPH OR VIDEO RECORD;***
- ***SKETCH OR TAKE NOTES;***
- ***DISCLOSE ANYTHING YOU SEE/HEAR WHILE ON SPACEX'S PREMISES (INCLUDING ON TWITTER, REDDIT AND FACEBOOK);***

Additionally, you shall not:

- ***GO OUTSIDE OF DESIGNATED TOUR AREAS; OR***
- ***WALK UNESCORTED OR WITHOUT A BADGE.***

No Rights or License. Under this NDA, we are not giving you any right or license under any trademark, copyright or patent now or subsequently owned or controlled by SpaceX.

Confidentiality Period. Information you see and hear while at SpaceX is subject to this NDA for so long as such information remains confidential to SpaceX.

Export Control. Your obligations under this NDA are subject to and in addition to those imposed by applicable export control laws and regulations. Nothing in this NDA shall be deemed or interpreted to authorize any export from the United States to another country.

Breach. Failure to comply with the terms in this NDA will constitute a violation of the NDA and could lead to your removal from the SpaceX premises and possible legal action, including criminal charges.

General.

- a) The exchange of information under this NDA does not create any joint relationship, or authorize either of us to act or speak on behalf of the other.
- b) Only a written agreement signed by both of us can modify this NDA.
- c) The laws of the State of California shall govern all of our respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this NDA, without regard to conflict of law principles.

I accept the terms of this NDA by signing below. Any reproduction of this NDA made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original.

First and Last Name – Competition Participant

Team Name

Signature

Date