

GLYDWAYS, INC.

GDF VISITOR AGREEMENT

I agree to the following terms and conditions regarding my visit to the **Glydways Development Facility at 2300 Hilltop Mall Road, Richmond, CA 94806** (the "GDF"). In consideration of Glydways, Inc. ("Glydways" or the "Company") granting me permission to access the GDF and participate in activities at the GDF, and in recognition of Glydways' reliance hereon, I agree as follows:

1. **Safety and other Rules:** I agree to comply with all stated rules and instructions, including safety instructions, that are given to me by Glydways' representatives regarding my access to and use of GDF and Glydways' assets. At all times during my visit, I will remain with my Glydways' host in the designated visitor areas and will follow my host's instructions. I will avoid all areas that are restricted or for "employees only," whether marked with a sign, or as verbally indicated. I understand that the GDF houses dangerous equipment, materials, and processes, and that I could be injured. Therefore, I agree to wear all required personal protective equipment (e.g., safety glasses, safety vests, and other gear) and to obey the requests of Company employees. I will remain clear of areas indicated as hazardous and otherwise take all reasonably prudent precautions. I understand that no weapons of any kind, or anything that would reasonably be perceived as a weapon, are allowed at the GDF. I agree not to bring any weapons to GDF, including the Company's parking lots, whether I have a permit for them or not.

2. **Badges.** If asked, I will visibly wear and display the visitor badge given to me at all times while at GDF and return the badge to my host at the end of my visit.

3. **Network.** I agree that if I am provided with access to the Company's wireless network, I will comply with Glydways' network security policies and will not misuse Glydways' internet connection or try to access Glydways' internal systems.

4. **Confidentiality and Materials.** I acknowledge that while visiting the GDF, I may have direct or incidental access to or otherwise discern confidential, sensitive, proprietary, and/or trade secret information of the Company or its customers, whether such information is disclosed, observed, available, or accessed orally or in written, electronic, or other form or media, and whether or not such information is marked, designated, or otherwise identified as "confidential" ("Confidential Information"). I agree to keep confidential, safeguard from disclosure, and not use the Confidential Information for any purpose except as may be expressly allowed by a separate non-disclosure agreement between my employer and Glydways. I will not remove any document, equipment, or other materials, including any Confidential Information, from GDF without the Company's prior written consent. I agree that no intellectual property rights are granted to me under this Agreement.

5. **Videos and Pictures.** I will not take any photos or videos at GDF without express approval by my Glydways' host and I will provide my Glydways' host with such videos or pictures when asked. I understand and agree that cameras, cell phones, and other recording devices may not be allowed in certain protected areas of the GDF due to heightened security. If asked, I agree to leave any cameras, cell phones, and recording devices in my vehicle or with my Glydways' host.

6. **WAIVER. I AM AWARE AND UNDERSTAND THAT ACCESSING GDF AND ENGAGING IN ACTIVITY AT GDF MAY INVOLVE THE RISK OF SERIOUS INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY**

DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING GDF AND ENGAGING IN ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR ANY RELEASEE OR OTHERWISE.

7. **Release and Covenant.** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or related to my visit and/or participation in any activity at GDF whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee and forever release and discharge the Company and all other Releasees from liability under such claims.

8. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any

jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns.

9. **Governing Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in San Francisco County, California and I hereby consent to the exclusive jurisdiction of such courts.

By signing below, I hereby accept and agree to the terms and conditions of this GDF Visitor Agreement.

Signed:

Name:

Title:

AFFILIATED ORGANIZATION:

Address:

Date: