

# TechXel Stamford

Fairfield County's First Enterprise Accelerator

A Membership Agreement between TechXel Stamford LLC (hereinafter TechXel), Workpoint-Stamford 290 Harbor Drive Stamford CT 06902 and \_\_\_\_\_

**Accelerator Participant (hereinafter Member) for the accelerator program beginning September 12, 2018 and ending December 12, 2018 .**

1. The accelerator program is 12 weeks plus a Graduation Night December 12 to present before VC judges. The objective of the program is to ready B2B ventures for first round institutional funding.
2. There are 12 required Venture Expert Talks on Wednesday nights at the Ferguson Library, designed to provide early stage ventures with a path of building blocks to create a full set of funding documents. The talks are seminar format. In addition there will be 12 hours of required business planning sessions, 12 hours of mentoring, a Venture Capital Primer (evening program) and 2 “deck practice/ response” sessions (2 hours each) and graduation (3 hours) held at 600 Summer St .Stamford .
3. TechXel will provide introductions to mentors from a list of 40 volunteers to work for one hour a week for 12 weeks with each participant. Members and mentors set their own meeting schedule.
4. Under the terms of this agreement TechXel will provide an introduction to a first round funder for each member, attend (without participation) the meeting and de-brief the member afterward.
5. TechXel takes no equity and does not award prize money, although there may be books or other prizes awarded at Graduation. These will be awarded directly by donors.
6. Tuition is \$ 2,000.00, plus \$500.00 for any additional team members. It is non-refundable and payable by check in full by September 12, 2018.
7. On behalf of all team members attending. the undersigned member agrees they may not disclose any information about any other participant’s venture discovered as part of TechXel mentoring, advising or events without the express permission of the other participating member
8. The undersigned member is not obligated to disclose confidential information to any TechXel sponsor, including but not limited to invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and

services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

9. The undersigned member agrees to allow TechXel to utilize the member’s name, approved venture description and logo and a URL link to member’s web site.

10. This Agreement constitutes the entire agreement between the parties (Member and TechXel). Any addition or modification to this Agreement must be made in writing and signed by the parties.

11. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. The member acknowledges that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Participant in TechXel Stamford Accelerator (“Member”):

Firm Name (PRINT):

Firm Mailing address (PRINT):.

Officer Name and Title (PRINT):

Signature:

Date:

Signature Witness

Name (Print):

Signature:

Date :

Signature Witness:

Name (Print):

Signature:

Date: