SPAR Mentee Agreement

> **Summary.** This is a plain-language overview. This Summary is provided for information purposes only and is not part of the terms of this Agreement, and the Agreement below governs.
>
> - You join SPAR as a volunteer. Your mentor, not Kairos, directs the research.
> - By default you own what you create, your team gets a permanent license to use it, and publishing project findings needs your mentor's okay. Your mentor(s) can set different terms for the project.
> - Kairos gets permission to showcase the project, and you can opt out of most publicity.
> - If Kairos funds project expenses, you follow the expense policies, and you repay anything spent outside them.
> - If Kairos funds travel for you, you travel at your own risk and release Kairos from travel-related claims, except for gross negligence, willful misconduct, or fraud.
> - Disputes go to arbitration in California rather than court, and you give up the right to pursue class actions.
> - You can withdraw from the program at any time.

This SPAR Mentee Agreement (this "Agreement") is between Kairos AI Project, Inc., a Delaware nonprofit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code ("Kairos"), and the person signing it below as mentee ("you"). Kairos has signed this Agreement at the end; the Agreement takes effect on the date you sign it.

Kairos runs the Supervised Program for Alignment Research ("SPAR" or the "Program"), which matches volunteer mentees with volunteer mentors on research projects in AI safety, AI policy, and adjacent areas. You have joined a Program round (the "Round") as a mentee on one or more projects (each, your "Project"), each led by one or more mentors (each, a "Mentor").

This Agreement covers every Project you join in the Round and applies to each separately; "your Project" and "your Mentor" mean the Project in question, and any one Mentor may give any consent, notice, or decision this Agreement calls for on behalf of a Project. If you are under 18, this Agreement takes effect only once a parent or legal guardian also signs the Guardian Consent Rider (the "Guardian Rider").

1. Your role in the Program

1.1 Your participation in SPAR is as a volunteer of Kairos. You offer your time freely, for charitable and educational purposes, and without promise, expectation, or receipt of compensation from Kairos. Project funding under Section 3 and other Program benefits are not compensation. Your participation does not fill a paid position at Kairos and creates no expectation of employment with Kairos. These are the characteristics of a bona fide volunteer as understood under the Fair Labor Standards Act and U.S. Department of Labor guidance, and Kairos recites them here so that you (and, if relevant, your immigration or tax adviser) can assess your own situation.

1.2 Kairos cannot advise you on your immigration, visa, tax, or work-authorization situation or status, and makes no representation about it. You are responsible for confirming that you may participate in the Program given your own circumstances.

1.3 This Agreement does not create an employment, agency, partnership, or joint-venture relationship between you and Kairos, or between you and your Mentors. You may not act for or bind Kairos, except that if Kairos issues you a card under Section 3, you may make purchases within your Project's approved budget as described there, and for no other purpose.

1.4 Kairos does not compensate participants in the Program, but nothing in this Agreement prevents a third party (including a Mentor's employer or another organization backing your

Project) from compensating you or funding Project work. Any such arrangement is solely between the parties involved, and Kairos has no responsibility for its terms, tax treatment, or employment consequences. Kairos may in the future offer certain support under separate written terms; any such support would be governed by those terms and would not be structured as compensation for services.

1.5 Kairos runs the Program: it matches mentees with projects, provides Program infrastructure, and administers Project funding. Kairos does not supervise or direct the research, and it makes no promise about the Program, the quality of mentorship, or research outcomes. Mentorship, feedback, and research direction come from your Mentors.

1.6 You represent and confirm that: your application was accurate; you have the legal capacity to enter this Agreement or, if you are under 18, your parent or legal guardian will sign the Guardian Rider; your participation does not violate sanctions or export-control restrictions applicable to you, none prohibit Kairos from working with you or issuing you a card, and you will tell Kairos if that changes; and your participation, and the rights you grant in this Agreement, do not conflict with your obligations to any employer or institution.

2. Your Project

2.1 Your Project's "Approved Purpose" is its broad research direction and aims as described in the proposal Kairos accepted, understood at the level of the general topic and objective, not the specific hypotheses, methods, or results. Within that purpose, your team is free to change research questions, methods, and direction at any time without telling Kairos. Kairos accepted your Project, and approves any budget for it, on the basis that its Approved Purpose furthers Kairos's charitable purposes: developing AI safety talent and advancing research in the public interest. Kairos funds Projects in order to further this purpose and its license under Section 4.4 serves Program purposes only.

2.2 Day-to-day research changes freely, but you will tell Kairos (by email to spar@kairos-project.org or through the Program Slack) if the work you are involved in changes substantially, including if: (a) its stated goal no longer describes it; (b) it has moved to a different program area; (c) its main likely effect has become advancing frontier AI capabilities or a commercial product; or (d) funds are being spent materially outside the approved budget. Notice is informational: Kairos need not respond, and its silence is not approval. A good-faith judgment on these is not itself a basis for a claim against you; Kairos's remedies should these changes occur, including to ensure it acts in furtherance of its charitable purposes, are in Sections 3.3 and 7.3.

2.3 Your Project's Mentors direct the Project, including its research and who works on it. A Mentor may end your participation in the Project by notice to you and Kairos. Program-level decisions remain Kairos's: your standing in the Program, any rematch, certificates, and removal from the Program. If you have a dispute within your Project, raise it with a Mentor, and with Kairos (spar@kairos-project.org) if that does not resolve it; Kairos's Program processes, including your right to withdraw, are your recourse.

3. Project funding

3.1 Kairos may, at its discretion, fund approved Project expenses: most often by issuing a Kairos card with a set budget, and sometimes by reimbursing you for approved expenses you paid yourself (typically travel). The funds are and remain Kairos's funds. A card issued by Kairos gives you revocable authority to purchase things for the Project's Approved Purpose within the approved Project budget, and nothing more. Kairos may revoke a card at any time; revocation of a card is not necessarily removal from the Program. This Section applies only to expenditures of Kairos's funds; expenses

funded by anyone else are outside this Agreement. Kairos will not, however, fund the expenses of a Project in which a backing organization holds exclusive commercial rights in Kairos-funded outputs unless it has received those terms from your Mentor and not objected to them. Kairos does not issue cards to participants under 18.

3.2 For all Kairos-funded spending, you will: spend only for the Project's Approved Purpose and within the Project Expense Policy; make no personal purchases; fund no salaries or stipends; fund no lobbying activity and nothing else inconsistent with Kairos's status as a 501(c)(3) public charity; submit a receipt and a memo for each transaction; and promptly report a lost or compromised card. Reimbursements, where Kairos allows them, follow the same rules and require the same documentation.

3.3 **If you spend Kairos funds outside the Approved Purpose or outside the Project Expense Policy, you will personally repay that amount to Kairos on request.**

4. Research results, intellectual property, and publication

4.1 *Owning your work.* Unless your Project has its own terms under Section 4.3: you own the intellectual property in your own contributions, and jointly created work is governed by applicable copyright law. You grant the other members of your Project team a license to the contributions you make to the Project (perpetual, irrevocable, worldwide, non-exclusive, and royalty-free) to use them for research, for continuing the work of the Project, and for publication consistent with Section 4.2. Each Mentor grants the same license under their own agreement. You may always describe your own participation and contributions, in a CV, an application, a portfolio, or at Demo Day; this right does not extend to disclosing findings whose release Section 4.2 or Section 5 restricts. Authorship follows the norms of the research field; this Agreement neither grants nor removes authorship.

4.2 *Publishing findings.* Unless your Project has its own terms under Section 4.3, publicly releasing Project findings requires a Mentor's prior consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, concerns about the readiness of results or their scientific integrity are reasonable grounds to withhold consent to publicly releasing findings. For a Sensitive Project (Section 5), consent may be withheld at the Mentors' sole discretion.

4.3 *Project-specific terms.* Your Project's Mentors may replace the default provisions in Sections 4.1 and 4.2, as between the Project's participants, with written intellectual-property or collaboration terms specific to the Project ("Project IP Terms"), such as the terms required by an organization backing the Project. Project IP Terms cannot remove or conflict with Kairos's license under Section 4.4 and cannot bind Kairos. Provided Kairos has not objected to them under your Mentor's agreement, when they bind you depends on when you receive them:

(a) Terms shared with you before or when you join the Project bind you when you join.

(b) **Terms set within 14 days after the Round's start date bind you 7 days after they are shared with you. They apply only to work going forward from the effective date (they never affect ownership of work you already contributed), and during those 7 days you may instead withdraw from the Project without any Program penalty.**

(c) After that window, new or changed terms bind you only if you agree to them.

4.4 *Kairos's license.* Whatever terms your Project is under, you grant Kairos a perpetual, non-exclusive, worldwide, irrevocable, royalty-free license to identify the Project, your participation in it, and its outputs (including papers, preprints, blog and forum posts, and

other written reports; code, datasets, and models; presentations; and other research materials produced by the Project, together "Project outputs"); to use your name, likeness, and the Project's titles and abstracts for Program publicity; to host Project outputs in the SPAR research library; to use Demo Day materials; to issue certificates; and to report on the Program and/or the Project to its funders. You may opt out of inclusion in the research library and of marketing use of your name or likeness at any time, with effect going forward, by emailing spar@kairos-project.org; an opt-out does not affect Project materials already distributed by Kairos, Program administration, or Kairos's funder reporting obligations. Each Mentor grants Kairos the equivalent license under their own agreement. You are welcome, but never required, to describe your work as done through SPAR. Kairos takes no other rights in your work.

5. Sensitive Projects and restricted activities

5.1 A small number of Projects work on findings that could cause harm if released carelessly, such as certain biosecurity-relevant results. Kairos may designate such a Project a "Sensitive Project" at acceptance or later (including after the Project changes direction) where it reasonably concludes that uncontrolled release could materially increase the risk of serious harm; a Mentor may also request designation. For a Sensitive Project, until a Mentor or Kairos releases the designated findings in writing or the Project publicly releases them following the notice in (c) below:

(a) the findings stay within the Project team, and you will not share them outside it;

(b) you will handle them as the Responsible Research Policy describes;

(c) you will give Kairos at least 7 days' notice before any public release; and

(d) Kairos will not itself publicly release them, including under its Section 4.4 license, unless obligated to under applicable law or by a court of competent jurisdiction.

These obligations continue after the Round until that release.

5.2 **Whatever your Project's status, your team will not begin work in these categories without Kairos's written approval:**

(a) work with hazardous biological agents, or the computational design of dangerous biological or chemical agents (for example, using protein, genomic, or molecular-design models to build toward harmful capability);

(b) work whose output would give a bad actor material uplift toward serious chemical, biological, or cyber harm that they could not easily obtain already, such as a transferable jailbreak or detection-evasion technique, a demonstrated real-world capability uplift, an operational attack toolchain, or a benchmark or dataset that surfaces novel operational hazard detail; measuring or red-teaming model capabilities using already-public information, or building safeguards, evaluations, or refusal benchmarks, does not require approval;

(c) research on human participants of the kind that ordinarily requires ethics review (such as experiments on people, deception studies, or sensitive interviews), not including routine data labelling, annotation, user surveys, or feedback collection;

(d) letting AI agents act autonomously on the outside world in ways that affect third parties who have not agreed to take part, beyond ordinary browsing and retrieval;

(e) offensive security testing against systems the team does not control; and

(f) large-scale collection of sensitive personal data.

6. Participation, reports, and staying in touch

6.1 You will participate in your Project as the Program Requirements describe, and you will submit the required Project reports and complete the required surveys (currently at the midterm and end of the Round). These are part of what participation asks of you in exchange for the Program, and Kairos may remind you and follow up with you about them. If you do not complete them, the consequence is that you will not receive Program completion or a certificate.

6.2 You will make reasonable efforts to tell Kairos about publications, acceptances, and other substantial public outputs that arise from your Project work, including after the Round ends; this is how Kairos tracks the Program's impact. Notice under this Section is informational only: Kairos has no approval right over your outputs, and its silence signifies nothing.

6.3 You agree that Kairos may contact you after the Round with a reasonable number of follow-up surveys about your career and the Program's impact, and you will make reasonable efforts to respond. You may opt out of these contacts as the SPAR Privacy Policy describes, although Kairos retains the right to contact you regarding the expenditure of any Kairos funds.

7. Conduct and policies

7.1 You will follow applicable law and the terms of any agreements related to the third-party services your Project uses (for example, compute vendors and model providers). You will also follow Kairos's Program policies (together, the "Policies"): the Code of Conduct, Program Requirements, Project Expense Policy, Travel Funding Policy, and Responsible Research Policy, published at their stated locations. The Policies are incorporated in this Agreement by reference. Kairos may change the Policies in its discretion with notice, with changes applying going forward.

7.2 Because Kairos is a 501(c)(3) public charity subject to a prohibition on partisan political activity, you will not use the Program or its outputs to campaign for or against candidates for public office or to otherwise intervene in any election for public office, or to lobby for or against specific legislation. Analyzing and forming views on policy is normal SPAR work and stays unrestricted; this only rules out turning Program work into advocacy under SPAR's name.

7.3 Kairos may suspend or remove you from the Program, or suspend, defund, or terminate a Project, where in Kairos's judgment the Project no longer advances the Program's charitable purpose or a participant has violated this Agreement or the Policies. These are rights Kairos holds, not duties: Kairos has no obligation to monitor any Project or participant.

8. Travel

8.1 If Kairos funds travel for you related to the Project (for example, to present Project research at a conference) under the Travel Funding Policy, any travel you undertake is voluntary. **You accept the risks of travel (including transportation, lodging, and event attendance) and you release Kairos from claims for travel-related injury, death, loss, or damage.** This release does not extend to gross negligence, willful misconduct, or fraud committed by Kairos, and does not apply where the law does not allow it. You will hold your own health and travel insurance for any funded travel; Kairos-arranged coverage applies only where Kairos states so in writing. Travel spending follows Section 3.

9. Liability

9.1 You understand and accept the risks of participating in SPAR, including that Kairos screens mentors and participants but does not supervise them or the research, and that research work and Program activities carry their own risks.

9.2 Kairos provides the Program as-is and disclaims all warranties about it, to the extent the law allows.

9.3 **To the extent the law allows, Kairos's total liability to you on any basis arising from the Program or this Agreement is capped at $5,000, and neither of us is liable to the other for indirect, incidental, or consequential damages.** This cap and exclusion do not apply to Kairos's obligations to pay approved Project expenses or reimbursements, or to the matters in Section 9.4.

9.4 Nothing in this Agreement limits or excludes liability of either party for gross negligence, willful misconduct, or fraud, or any liability that the law does not allow to be limited.

9.5 You will indemnify Kairos against all costs, expenses (including reasonable attorneys' fees and expenses), damages, and liabilities of any kind arising from or connected to third-party claims to the extent they arise from your misuse of Kairos funds or cards, your infringement of someone else's intellectual property rights, or your violation of law. This is the full extent of your indemnity obligations under this Agreement.

9.6 Kairos maintains insurance for its own operations. You are covered under Kairos's policies only as and to the extent those policies provide or Kairos expressly arranges, and you remain responsible for your own health and travel insurance.

10. Term, withdrawal, and survival

10.1 This Agreement runs for the Round as defined by the Program calendar. If Kairos approves an extension of a Project beyond the Round, this Agreement continues to apply to that Project through the extension. The Agreement ends automatically when the Round ends or, if later, when your last extended Project ends, unless ended earlier under this Section.

10.2 You may withdraw from any Project, or from the Program, at any time by written notice to Kairos; withdrawing from one Project does not remove you from the Program or your other Projects. Kairos may end your participation under Section 7.3, at which point this Agreement will immediately terminate.

10.3 Sections 3.3, 4, 5.1, 6.2, 6.3, 8, 9, 11, and 12 survive the end of this Agreement, however it ends.

11. Governing law and disputes

11.1 California law governs this Agreement, without regard to conflict-of-laws rules. If you live somewhere whose law gives you mandatory consumer or similar protections that cannot be waived by agreement, nothing here removes those protections or any right you have to bring a claim in your local courts.

11.2 **Any dispute arising out of this Agreement or the Program that we cannot resolve informally will be finally resolved by binding arbitration, not in court**, administered by the American Arbitration Association under its Consumer Arbitration Rules and, for coordinated sets of similar demands, its Mass Arbitration Supplementary Rules (or, if those rules do not apply, the AAA rules that do), before a single arbitrator, by videoconference unless the arbitrator orders otherwise, with its seat in Alameda County, California. Judgment on the award may be entered in any court with jurisdiction.

11.3 You will not pay more in arbitration fees than the consumer filing fee under the applicable AAA rules, and Kairos will pay the remaining administrative and arbitrator fees, subject in each case to the AAA's fee schedule for coordinated filings. Each of us bears our own attorneys' fees unless the applicable rules or law provide otherwise.

11.4 *Exceptions.* Instead of arbitration, either of us may bring an individual claim in small claims court, if the claim qualifies there, in Alameda County, California, and either of us may ask a court in Alameda County, California for

temporary or preliminary injunctive relief in aid of arbitration. Nothing in this Section waives any right to seek public injunctive relief where the law preserves that right.

11.5 ***Class action waiver.*** **Each of us may bring claims against the other only in our individual capacity, and we each waive any right to bring or participate in a class, collective, consolidated, or representative action, in arbitration or in court.** The arbitrator may award relief only on an individual basis. If this waiver is found unenforceable as to a particular claim, that claim must be decided in court, not arbitration, and the rest of this Section stays in effect.

12. General

12.1 Notices about this Agreement itself (anything under Sections 9 or 11, or an amendment) must be by email: to Kairos at ops@kairos-project.org, and to you at the email address on your application submitted to Kairos or a replacement address you give Kairos in writing. Everything else, including notifications under Section 2.2, requests, reminders, withdrawal, and Kairos's notices of Policy changes, may be given by email (spar@kairos-project.org) or through the Program's Slack workspace.

12.2 This Agreement is the entire agreement between you and Kairos about your Program participation, except that Project IP Terms adopted under Section 4.3 govern the matters in Sections 4.1 and 4.2 as between the Project's participants, and the SPAR Privacy Policy (not this Agreement) governs how Kairos handles your personal information. This Agreement does not affect arrangements between you and third parties, and those arrangements do not modify your obligations to Kairos.

12.3 Amendments to this Agreement must be in writing and signed by both of us. The Policies may change as Section 7.1 describes.

12.4 If part of this Agreement is unenforceable, the rest remains in effect.

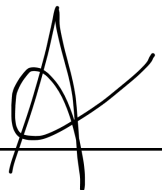
12.5 You may not assign this Agreement. Kairos may assign it to a successor that takes over the Program.

Signatures

Execution. You sign this Agreement electronically through the Program's registration form, by confirming your agreement and typing your signature. Signing that way has the same effect as signing on paper, and you consent to contracting electronically with Kairos. The form's record of your name, signature, date, and this Agreement's version is your executed counterpart.

If you are under 18, your parent or legal guardian must also sign the Guardian Consent Rider for this Agreement to take effect. You need to declare this during registration and we'll send the rider for a separate signature.

Kairos AI Project, Inc.



Signature

Agustín Covarrubias, Chief Executive Officer

Tuesday September 8th, 2026

Date