

## Terms and Conditions

**By participating in the Program, the Participant agrees to be bound by these Terms and Conditions:**

### 1. Participation and Eligibility

- **1.1** This Program is open to individuals (not employed by an employer with a claim to the individual's intellectual property) and authorized representatives of startups who meet the eligibility criteria of the AI co-innovation program.
- **1.2** Participants must accurately represent themselves and their Startup.
- **1.3** RDI Authority reserves the right to disqualify any Participant found to be in violation of these Terms and Conditions or whose conduct is detrimental to the Program.

### 2. Intellectual Property (IP)

- **2.1 Background IP:** Participants retain ownership of any pre-existing intellectual property they bring into the Program ("Background IP"). Participants must disclose the Background IP.
- **2.2 Generated IP:** Any intellectual property created during the Program ("Generated IP") will be handled as follows:
  - **2.2.1 For Participants:** The Participants will initially own the Generated IP. However, participation in the program constitutes an agreement to negotiate in good faith with the challenge owner (or its designated partners) for the assignment or licensing of Generated IP related to selected projects for incubation. Specific terms will be outlined in a separate IP Agreement.
  - **2.2.2 Challenge owner (or its designated partners)** will receive a non-exclusive, royalty-free license to use the Generated IP for internal research, educational, and promotional purposes related to the Program. Additionally, the Participants agree to grant the Challenge owner an option to negotiate to acquire Generated IP. Participants agree to carry out this negotiation in good faith. If Challenge Owner acquires the Generated IP, Participants also agree to negotiate in good faith with the Challenge owner for a license to any related Background IP.
  - **2.2.3 RDI Authority** will reserve no rights for the use of the Generated IP but can assist participants in commercializing their Generated IP and facilitating technology transfer to relevant industries and markets.
  - **2.3.4 RDI Authority** may introduce participants to potential investors, partners, or customers. Any agreements or relationships established as a result of these introductions are solely between the participant and the third party, and RDI Authority will not be a party to such agreements but only require disclosure for governance purposes.

### 3. Incubation

- **3.1 Selection:** Selection for incubation is at the sole discretion of RDI Authority (and its designated partners) based on the program criteria.
- **3.2** RDI Authority makes no guarantee that all participants will be selected for incubation.
- **3.3** Winners selected for Incubation will be required to enter into a separate, detailed IP Agreement with the incubator which may include options for assignment, licensing, or joint ownership of Generated IP, depending on the specifics of the project and the contribution of incubator resources.

#### 4. Confidentiality

- **4.1** Participants may be exposed to confidential information and data during the Program. Participants agree to hold all such information in strict confidence and not to disclose it to any third party without the express written consent of RDI and the disclosing party.
- **4.2** RDI Authority (and its designated partners) will take reasonable measures to protect the confidentiality of information disclosed by Participants, but cannot guarantee absolute security.

#### 5. Data Usage

- **5.1** Participants agree that RDI Authority (and its designated partners) may collect and use data related to their participation in the Program for internal analysis, program improvement, and promotional purposes.
- **5.2** RDI Authority (and its designated partners) will comply with all applicable data privacy regulations.

#### 6. Representations and Warranties

- **6.1** Each Participant represents and warrants that:
  - They have the full right and authority to enter into this Agreement.
  - Their participation in the Program will not infringe upon the rights of any third party.
  - All information provided to RDI Authority (and its designated partners) is accurate and complete.

#### 7. Limitation of Liability

- **7.1** RDI Authority shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the Program.

#### 8. Termination

- **8.1** RDI Authority may terminate a Participant's participation in the Program for any reason, including but not limited to violation of these Terms and Conditions or conduct detrimental to the Program.
- **8.2** Participants may withdraw from the Program by providing written notice to RDI Authority. However, the conditions for withdrawal vary depending on the stage of the Program, as outlined below:

##### **8.2.1 Withdrawal During Phase 1 (Onboarding):**

- Participants may withdraw from the Program at any time during the onboarding session. Such withdrawal will be permitted without penalty, provided that the participant has formally informed RDI Authority of their intent to withdraw in writing (email is acceptable).

##### **8.2.2 Withdrawal After Phase 1 and Before Co-Creation Studio:**

- Participants who withdraw from the Program after Phase 1, but before entering the Co-Creation Studio, will be required to provide written notice to RDI Authority at least 5 days prior to their intended withdrawal date. The withdrawal of such participant will depend on the reasons.
- The withdrawal process must be communicated to RDI Authority.
- If the participant withdraws during the program they won't be able to join the program anytime soon.

##### **8.2.3 Withdrawal After Being Accepted Co-Creation Studio:**

- Due to the significant investment of resources, limited seating, and intensive nature of the Co-Creation Studio phase, participants who are selected to enter the Co-Creation Studio are expected to fully commit to completing the remainder of the Program.
- Withdrawal from the Program after entering the Co-Creation Studio is strongly discouraged.
- If a participant wishes to withdraw after joining Co-creation studio their decision will be up for revision,
  - The participant must fully commit and if they don't, they will be facing the consequences, including communicating the information on the unreliability of the candidate to all partners and investors connected with the RDI Authority.

## 9. Governing Law

- **9.1** This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia.

## 10. Entire Agreement

- **10.1** This Agreement constitutes the entire agreement between the parties with respect to the Program and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

## 11. Amendments

- **11.1** RDI Authority may amend these Terms and Conditions at any time by posting the amended terms on the Program website or otherwise providing notice to Participants. Continued participation in the Program after such notice shall constitute acceptance of the amended terms.

## Participant Acknowledgement:

By signing the terms & condition box, the Participant acknowledges that they are an **individual** (not employed by an employer with a claim to the individual's intellectual property), or an **authorized representative** of a startup who **meets the eligibility criteria** of the AI co-innovation program and **not an employee or have a team member that work at Aramco**, and that they have read, understood, and agree to be bound by these Terms and Conditions.

Participant Full Name:

Date:

ID Number (National or Passport):

Signature: