

This General Non-Disclosure Agreement ("Agreement") is entered into as of the date of last signature below (the "Effective Date") between WCE HACKATHON 23' and its affiliated all the entities, and the individual or entity and its ("Participant") . In order to protect certain confidential certain confidential information which may be disclosed between WCE HACKATHON 23' and Participant, parties agree to the following:

1. Definition. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party (the "Disclosure"), or (ii) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (the "Recipient").

2. Purpose. The Recipient may use the Confidential Information solely for the purpose of (the "Purpose"):

WCE HACKATHON 23':

Participant:

If the above "Purpose" section of this Agreement is not filled in for a party, such party may use the Confidential Information that it receives from the other party for the general purpose of: (i) reviewing and facilitating a potential business relationship, and/or (ii) performance of activities related to the . conduct of a business relationship between the Parties.

3. Protection of Confidential Information. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its agents and independent contractors with a need to know in order to fulfill the Purpose who have signed a nondisclosure agreement least as protective of the Discloser's rights as this Agreement

4. Exclusions. This Agreement imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge through no fault of the Recipient; (ii) was in the Recipient's possession before receipt from the Disclosure and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Disclosure without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Disclosure in writing of the requirement for disclosure (but only to the extent that the Recipient is permitted by law or court order to do so and this clause (i) shall apply only to

Confidential Information where the information being compelled is reasonably identifiable from the face of the legal document as Confidential Information provided pursuant to this Agreement); and (ii) discloses only as much of the- Confidential Information as is required.

5. Term. This Agreement shall continue from the Effective Date until terminated. Either party may terminate the Agreement at any time by giving ten (10) days written notice of its intent to terminate this Agreement. The Recipient's obligations with respect to the Confidential Information hereunder shall survive any termination of the Agreement. Upon request from the Disclosure or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

6. Proprietary Rights. Each party shall retain all right, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use set out in Section 2 ("Purpose") above.

7. Feedback. The Disclosure may (but is not required to) provide to the Recipient feedback, comments, suggestions and ideas related to the Recipient's products or services ("Feedback"). By providing such Feedback, the Disclosure grants to the Recipient a royalty-free, irrevocable right and license to use, disclose, copy, license, modify, sublicense and otherwise exploit the Feedback in connection with the Recipient's products or services.

8. Injunctive Relief. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Disclosure for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Disclosure shall be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

9. Independent Development. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.

10. No Warranty.

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE CONFIDENTIAL INFORMATION, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURACY.

11. Export Administration. Each party to this Agreement agrees to comply fully with all relevant

export laws and regulations of the United States and any other applicable jurisdiction to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such law.

12. General. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous concerning agreements such Confidential Information, whether written or oral. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither party shall assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise) or any rights or obligations hereunder without the other party's prior written consent. All additions or modifications to this Agreement must be made in writing and must be signed by an authorized officer of both parties. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving party. If any provision of this Agreement shall be held, for any reason, to be illegal, invalid or non-enforceable, the remaining provisions shall nonetheless be legal, valid and enforceable. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules.