

Contract and Terms of Participation and Marketing in the Energy Hackathon (Taqathon)

On [.....], corresponding to [.....], the following parties have agreed:

First Party: *The Energy Association for Sustainable Development*, headquartered in Jeddah, Kingdom of Saudi Arabia, represented in this contract by [Representative Name], in his capacity as [Job Title], and hereinafter referred to as **"the Association."**

Second Party: *The team participating in the "Energy Hackathon" initiative*, consisting of three members participating in the hackathon:

1.
2.
3.

Article 1: Purpose of the Contract

This contract aims to regulate the legal relationship between the *Energy Association for Sustainable Development* and the *participating team* in the *Energy Hackathon*, including participation in the event and collaboration in marketing the resulting innovative project for one year from the date of signing this contract.

Article 2: Participation Conditions

1. Submit an original project prepared by the team that does not infringe upon any third-party intellectual property rights.
2. Attend all training and judging activities related to the hackathon.
3. Allow the Association to use photos and information related to the participation for promotional and documentation purposes.
4. Refrain from negotiating or signing any marketing or investment agreements during the exclusivity period except through the Association.

Article 3: Marketing Rights and Financial Share

1. The team grants the Association exclusive rights to market the project for one year from the date of signing this agreement.
2. In the event the project is sold, adopted, or an investment or execution agreement is signed during the contract period, the team shall pay **10%** of the transaction value to the Association as compensation for marketing efforts and support.
3. The percentage must be paid within **30 days** from the date of signing any investment agreement.
4. The percentage is calculated based on the net revenue or the direct investment amount resulting from the project.
5. The percentage may be modified through written agreement if the Association contributes to further development or funding of the project.

Article 4: Obligations

First: Team Obligations

- Provide the Association with the information and documents necessary for marketing the project.
- Adhere to exclusive marketing rights in favor of the Association throughout the duration of the contract.
- Comply with the Saudi laws and regulations concerning intellectual property rights.

Second: Association Obligations

- Provide the required marketing and media support for the project.
- Communicate with government and private entities interested in innovative projects.
- Maintain the confidentiality of project information during the marketing period.

Article 5: Majority Approval

The team acknowledges that the approval of **two out of three members** regarding any marketing plan or execution agreement shall be considered sufficient and binding for the entire team.

The third member shall not have the right to object to or nullify the decision after it has been signed.

Article 6: Duration and Termination

This agreement shall commence on the date of signing and remain valid for one year, ending automatically upon expiration unless extended in writing by both parties.

The team may not terminate the contract during its term except in the event of a material breach by the Association of its obligations as stipulated in this contract.

Article 7: Dispute Resolution

In the event of any dispute between the parties, it shall be resolved amicably to the extent possible. If that fails, the matter shall be referred to the **relevant judicial authorities in Jeddah**, Kingdom of Saudi Arabia.

Article 8: General Provisions

1. Neither party may waive its rights or obligations under this contract without the written consent of the other party.
2. This agreement constitutes the entire understanding between the parties and supersedes any previous agreements or understandings.
3. Electronic signatures or approvals sent via official email or digital platform shall be **legally valid and binding**.

Article 9: Signatures

This agreement is issued in electronic format, and each party retains a copy to act accordingly.

First Party: The Energy Association for

Sustainable Development

Name:

Title:

Signature:

Second Party: Team [Team Name]

Member 1: Signature:

Member 2: Signature:

Member 3: Signature: