

This **ELEKS Hackathon Participation Agreement** («Participation Agreement») constitutes a legally binding contract between Participant of Hackathon («Participant») and ELEKS INC., with its principal place of business at 10091 Park Run Drive, Suite 200, Las Vegas, NV 89145, USA, acting on behalf of ELEKS Group of undertakings (cumulatively referred to as “**ELEKS**”) and applies to all aspects of participation in the ELEKS Hackathon (“**Hackathon**”) and access to all materials, websites, platform associated with the Hackathon.

By applying and/or participating in the Hackathon Participant agrees to this Participation Agreement. Please read it carefully.

Definition

The Final Product is the final product of the Hackathon that will be presented by Participant alone or together with other Participants or other ELEKS representatives in any form including but not limited to a concept, design, blueprint, prototype, product, application, software, hardware, source code, structure, layouts, graphical images or video, presentation, data, programmes, technical documentation or any other relevant content subject to protection by intellectual property laws.

ELEKS IP Rights include, without limitation, any ideas, concepts, know-how, data processing techniques, copyrights, patents, designs, inventions, trade secrets, software, source code and documentation, notes, memorandum and any other intellectual property rights provided by ELEKS to Participant in order to support him or his team during Hackathon.

ELEKS Materials are all and any materials, documentations, data, content or code provided by or on behalf of ELEKS in connection with the Hackathon.

1. Aim of the Hackathon

1.1. The aim of the Hackathon is to find innovative solutions to areas like online collaboration, communication and interaction in the time of business interruption due to a severe crisis, or other innovative ideas that help with similar crises like the current COVID-19 event.

2. Date and Location of the Hackathon

2.1 The location of the Hackathon will be online using the Microsoft Teams platform as the primary collaboration tool.

3. Participation in the Hackathon

3.1. Applying to the Hackathon is open to all participants who are at least 18 years old at the time of the event (“Applicant”). Applicant is becoming a Participant when he was accepted to the Hackathon by ELEKS and received confirmation of registration and connection instructions from ELEKS.

3.2. ELEKS employees and contractors are eligible to participate in the Hackathon as well as non-employees as long as they are under no outside obligations conflicting with the participation rules.

3.3. Participants must apply as individual or can apply the team of 3-8 people.

3.4. Participants are required to use their own equipment (hardware and/or software) during this Hackathon. ELEKS will provide participant with mentoring support and means of online communication and video streaming.

4. Registration to the Hackathon

4.1. Registration to the event is carried out online at <https://eleks.com/online-hackathon>

4.2. If Applicant wishes to sign up for the Hackathon and become a Participant, she or he must complete the online registration form. All Applicants accept and become parties to this Participation Agreement with submission of their registration forms.

4.3. Applicant guarantees that the personal information provided upon registration to ELEKS is true and accurate.

4.4. ELEKS reserves right to accept or reject any Applicant to the Hackathon with or without reason at its sole discretion. Each accepted Applicant will receive note from ELEKS confirming his registration and converting him to Participant of the Hackathon under this Participation Agreement. Rejected Applicants may or may not receive note from ELEKS at its sole discretion.

5. Winners

5.1. Winning team shall be chosen according to the votes by the panel of judges and based on the criteria which shall be clearly known to Participants.

5.2. The prize for winning team is as follows:

1st place – equivalent of \$1000 per team

2nd place – equivalent of \$600 per team

3rd place – equivalent of \$400 per team

5.3. Participant acknowledges and agrees that ELEKS shall have no liability whatsoever on how the prize/compensation will be split up between winning Participant and/or his winning team.

6. Intellectual Property Rights

6.1. Each Participant undertakes and warrants that the Final Product (ideas/solutions/MVP) has never been previously presented at other Hackathons or submitted to other third parties as well as that it was completely created during the Hackathon by Participant alone or in conjunction with her team.

6.2. By participating in the Hackathon and accepting this Participant Agreement Participant hereby:

6.2.1. declares and warrants that the Final Product is an original work and in no way violates, in whole or in part, intellectual property or other rights of third parties and releases ELEKS from

- any and all responsibility, liability or request for compensation for damages that could be made by any third party as a result of violation of this Participant Agreement;
- 6.2.2. agrees to indemnify ELEKS (its representatives, employees, assignees) and to hold it harmless against any loss, liability, damage or expense suffered or incurred as a result of breach of this Participant Agreement;
- 6.3. Each Participant will retain ownership of its Final Product, except to the extent of any ELEKS Materials, and/or ELEKS IP Rights embodied or incorporated therein in accordance with the Participant Agreement.
- 6.4. Participant agrees to and hereby provides ELEKS and all other Participants in his Hackathon team a royalty-free, perpetual, non-exclusive, irrevocable worldwide license to use, store, copy, distribute and publicly display Participant's or his teams' Final Product for the purposes of evaluation and scoring of such Final Product as well as for the purposes of further development, advertising and any other use of such Final Product in marketing and promotion. Participant agrees and acknowledges that acceptance to the Hackathon by ELEKS and a chance to win a prize in the Hackathon are adequate compensation (consideration) for providing such licenses. No additional compensation shall be payable to Participant or any third party by ELEKS in respect of such license.
- 6.5. If ELEKS desires to sell Final Product to third parties, ELEKS and Participant shall negotiate in good faith further cooperation between Participant and ELEKS regarding such deal. Participant shall not unreasonably reject any respective offer from ELEKS.

7. Miscellaneous

- 7.1. Participant also gives consent to use of Participant's name and/or Participant team's name, as well as, biographical information, and mention of the nature of participation in the Hackathon for advertising, promotional activities, trade, public announcements, and other oral communications, media events, or other marketing opportunities on ELEKS' websites, social networks or through other electronic communications such as emails to ELEKS customers, newsletters, or in materials that ELEKS otherwise makes publicly available, and through any other channels to promote the use of ELEKS Materials and Participant Final Product, and other purposes, without further notification, permission, or compensation. Participant acknowledges and agrees that ELEKS is under no obligations to publicize Participant's participation in the Hackathon.
- 7.2. At any time, at the its sole discretion ELEKS reserves the right to disqualify a Participant in the event of failure to meet relevant eligibility criteria that may be set by ELEKS from time to time or any other violation or suspected violation of this Participant Agreement or other Hackathon rules.
- 7.3. This Participation Agreement, together with any Hackathon registration forms and rules that may be provided or communicated to Participant by ELEKS in any form, represent the Participant's entire agreement with ELEKS with respect to the Hackathon.
- 7.4. All terms and rules are subject to change at ELEKS' discretion. Participants will be informed of such changes if deemed necessary.
- 7.5. This Participation Agreement shall be governed by, subject to, and construed in accordance with the laws of Nevada, USA.