

HACKING BIG NUMBERS - OFFICIAL RULEBOOK

1. GENERAL INFORMATION REGARDING THE COMPETITION

- 1.1. “Hacking Big Numbers” is a hackathon style competition organized by SC Dataworks Research SRL , CUI RO40694467, Str. Gheorghe Grigore Cantacuzino 14 E, Ploiesti, Prahova (“Veridion”).
- 1.2. The theme of the Event is “Business Data and AI”, and the Event aims at providing Participants with an opportunity to delve into the vast landscape of business data and leverage the transformative capabilities of AI to unlock valuable insights and drive success by extracting meaningful patterns, uncover hidden correlations, make data-driven predictions and exploring diverse sources such as customer behavior, market trends, financial records, and more.
- 1.3. Throughout the Event Participants will (a) be immersed in an environment that fosters innovation and learning, (b) be able to connect with like-minded individuals and industry experts, (c) benefit from the guidance of experienced Mentors and (d) showcase and present their talents and skills and compete for recognition and exciting prizes (from a pool prize of EUR 15.000)
- 1.4. The purpose of this document (“**the Rulebook**”) is to provide the framework for participation in the Event, outlining the terms and conditions, as well as rules to be followed by Participants. Participation in the Event is conditional on prior and full acceptance of the Rulebook.

2. TERMINOLOGY AND DEFINITIONS

Application – the mandatory signup process for the Event, available on the Website

Award – the monetary prize awarded at the end of the Event for the Winner of the Event and of the Challenge(s), subject to the provisions of the Rulebook. In case of winning in a Challenge, the Winner will be awarded the Challenge bounty only after the winning Participants (every individual comprising the winning Team) enter into an IP Assignment Agreement with the Organizer, or nominee thereof, in consideration of receiving the Award. The model of the IP Assignment Agreement is found in Exhibit A of the Rulebook.

Challenge – pre-established Event challenges set out by Organizer and Partner.

Head-to-head ML Tournament - This tournament updates the classic '20 Questions' game into a challenge where Machine Learning (ML) technologies are used to uncover insights from company data. Participants progress through rounds, each offering a new datapoint about a company—like location, number of employees, or industry category. The challenge is to leverage analytical skills and ML knowledge to deduce the company's primary business function, classified by its NAICS code.

Confidential Information - the whole or any portion of any knowledge, data or information, trade secret and proprietary information relating to the activities or business of Organizer, Partner, Mentor, Jury and their affiliates, employees, representatives and agents, which may be in tangible or intangible form,

expressed orally, in writing or in any other form (whether or not marked confidential), irrespective of the medium, including, but not limited to, financial information and data, business and financing plans, budgets, prices, marketing plans, market information, strategic information, information concerning customers, bookings and revenues, samples, trade secrets, technical information, drawings, sketches, data, techniques, studies, processes, systems, ideas, know-how, industry affiliations, photographs, computer programs, models, source codes, object codes, manuals, reports, tape recordings and any documentation or other form of record. For the avoidance of any doubt, any information and knowledge obtained, provided, or resulting as a result of using or accessing the Resources is Confidential Information.

Event – “Hacking Big Numbers”, a hackathon style competition between several Participants either (a) entering the Head-to-head ML Tournament or (b) taking on curated set of Challenges from Organizer and Partners. The competition runs for 3 days, during which the Teams try to bring the Project (be it the Tournament or Challenge) to an advanced stage of development. At the end of the competition, the best Project will be awarded, according to the provision of the Rulebook.

Feedback - advice, guidance, suggestions, or assessments provided to Participants by the Organizer, Partners, Mentors or Jury on a non-binding basis. This feedback may cover areas including, but not limited to, project ideas, progress, technical implementation, presentation skills, and teamwork. For the avoidance of doubt, Feedback represents Confidential Information and remains the sole intellectual property of the entity providing it.

Jury – a decision-making body composed of several people with prestige and professional recognition who attend the final Project presentations of the Teams and, based on an evaluation procedure, establishes the ranking of Participants for the Award.

Organizer – the organizing body of the Event competition is Veridion.

Matchmaking – a process organized by Organizer that facilitates contact and matchmaking between several Participants to form a Team to participate in the Event, or to supplement or modify the composition of a Team. The result of the process is mandatory for the Participants involved and the decision of the Organizer is final and binding.

Mentor – a person with relevant professional knowledge and background experience in technology and/or other sectors of activity relevant to the theme of the Event and who, during the Event, offers assistance and Feedback to the Participants. A list of the Mentors is available on the Website.

Participant – any individual person that has submitted its Application for the Event and has been formally accepted and invited by the Organizer to be part of the Event. Participants can enter into the Event either as an individual, or as a Team. Individuals and Teams can be subject to Matchmaking, at the sole discretion of the Organizer.

Partner – the entities that have partnered with Organizer in facilitating and contributing to the Event, including, but not limited to, sponsors, institutional partners, partner communities, collaborators, promoters, media and technical partners. A full list of the Partners is available on the Website.

Project – the unique, distinct software solution or product that is ideated, designed, developed, tested, and presented by a Team during the Event in order to address a Challenge and/or the Tournament. It comprises of all the tangible and intangible outcomes of the Team's work during the Event, irrespective of the medium. This could include, but is not limited to, source code, assemblage of algorithms, code scripts, interfaces, databases, APIs, machine learning models, hardware integrations, security measures, user experiences, prototypes, designs, supporting materials, project plan, timeline, design blueprints, a repository link, presentations, pitch, and other deliverables that demonstrate the solution to the Challenge or Tournament the Team has chosen to address.

Resources – denotes any tools, software, services, libraries, datasets, or other materials provided by Organizer, either owned or made-available by Organizer, that may be utilized by the Participants exclusively throughout the Event to aid in the creation and development of a Project. This encompasses, but is not limited to, open-source software, APIs, coding libraries, publicly accessible data, educational content, forums, scraped data from social media, crawled internet content, commercial registers data, servers for model training, access to large language models and software, access to proxies and crawling infrastructure, access to data visualization software and other resources that contribute to the Project's ideation, design, development, or presentation. Participants must adhere to the licenses, terms, and regulations pertaining to these resources, fully disclose their use within their Project documentation, and must ensure no intellectual property rights are infringed upon. The Resources are provided to Participant on an "as is" basis and the Organizer make no representations or warranties of any kind, express or implied, as to the operation of the Resources, or the information, content, materials, or products included or services provided through the Resources. The Organizer do not guarantee the accuracy, adequacy, or completeness of any Resources and expressly disclaim liability for errors or omissions in such Resources. The Participant's use of the Resources is at their own risk. For the avoidance of any doubt, any use, interaction, involvement, or application of the Resources by Participants - whether directly or indirectly, actively or passively - is strictly confined and expressly limited to the purpose of Project development, and is permissible solely within the defined timeline and duration of the Event.

Solution – the main theme or problem of the Event addressed by developing the Project.

Team – a team of three to five people that have entered together in the Event, the composition of the team being either chosen directly by the team members or as a result of Matchmaking. All the individuals comprising a Team are Participants.

Website – the Event website containing the Application form, Event information, agenda, list of resources available for Participants, and a list of frequently asked questions. The website is accessible at <https://veridion.com/hackingbignumbers/>

Winner – the Team that was designated by Jury as to be, either (a) the winner of the Tournament, or (b) the winner of a Challenge, following the ranking and selection procedure.

3. EVENT CALENDAR AND SCHEDULE

3.1. The Event takes place exclusively in-person (on-site) at The Villa located at Str. Negustori 16, Bucharest, Romania

3.2. The Event is scheduled for 3 days, starting on April 19th at 6:00 PM and ending on April 21th at 8:00 PM.

3.3. The Event agenda and full schedule are presented on the Website.

3.4. The Organizer reserves the right to change the schedule of the Event in exceptional circumstances without any prior notice to Participants. Any changes to the schedule will be reflected on the Website before the changes taking effect.

4. REGISTRATION TERMS. ELIGIBILITY CRITERIA.

4.1. Participation in the Event is free of charge, fees or taxes.

4.2. Participants from all backgrounds, genders and geographical areas are welcome.

4.3. Organizer, Partner and their affiliates, licensees, promotional partners, developers, employees, legal representatives, assigns, agents and licensees may participate in the Event without being eligible to be named Winner or receive the Award. Moreover, they can help Participants or Mentors during the development phase of the Project.

4.4. As a prerequisite to participate in the Event, a person must be at least 18 years old and possess full legal capacity to enter into contracts at the time of registration and submitting the Application and throughout the course of the Event. Any misrepresentation regarding age or capacity to contract will result in disqualification and forfeiture of any Awards or benefits derived from the Event, without the need of other formalities on behalf of the Organizer. The Organizer reserves the right to verify this eligibility condition by validating the identity cards of the Participants.

4.5. Individuals who are residents of or who are domiciled in, a country, state, province or territory where the laws of the United States, European Union or United Nations or local law prohibits participating or receiving a prize in the Event (including, but not limited to, Brazil, Quebec, Cuba, Sudan, Iran, North Korea, Syria, Donetsk and Luhansk regions, and any other country designated by the United States Treasury's Office of Foreign Assets Control, and Commission of the European Union or Security Council of the United Nations) are not eligible to participate in the Event.

4.6. An individual or a Team member is considered to have entered the Event and become a Participant only after (i) filling-in all the mandatory fields of the Application, (ii) submitting the Application, (iii) acknowledging to follow and strictly abide to the provisions of the Rulebook and (iv) receive written confirmation from the Organizer regarding the acceptance and invitation to officially participate in the Event.

4.7. A Participant may only join or be part of one Team.

4.8. The Organizer reserves the right to examine the received Applications and, at its sole discretion, select the individuals and/or Teams to enter the Event without any additional explanations. The selected Participants/Teams will be notified by e-mail no later than April 19th, 2024, regarding their acceptance into the competition, as well as about the details of the Event. Individuals who have

been refused entry into the Event will not be notified of this fact and are not able to appeal the decision.

4.9. The language of the competition is English. All Applications, Projects, submissions, details, coding contest and evaluation will be in English.

4.10. Participants may withdraw from the Event no later than 3 (three) days prior to the Event commencement date by submitting a formal notice to the Organizer. In case the Participant entered into the Event as a Team and, as a result of the Participant withdrawing, the Team no longer has the minimum number of required members, a new member will be picked by the Organizer following the Matchmaking process.

5. EVENT MECHANISM

5.1. Participants are obliged to follow and comply with the event agenda, deadlines and schedule as presented and updated by Organizer, from time to time, on the Website.

5.2. The Project must be novel, developed within the stipulated Event period, and cannot include any pre-existing developed components (including source code) before the commencement of the Event.

5.3. For the duration of the Event and the development of the Project, Participants must bring and use their own laptops.

5.4. **Team representative.** Teams must appoint and authorize one member to represent, act, and submit the Project, on their behalf (the "Representative"). The Representative will be the main point of contact between the Team and Organizer. And representations, warranties and acknowledgments made by the Representative are made on behalf of all the Participants comprising the Team it represents. However, Project presentation can be performed by any Participant.

5.5. **Mentors and Jury.** The Participants acknowledge that the Jury will judge the Projects and has full autonomy and discretion on selecting the Winners.

5.6. The Mentors are not assigned to certain Participants. Participants have the opportunity to ask for the help of Mentors throughout the Event, under the assumption that Mentors will not perform any activities that are specific to that of the Participants.

5.7. **Project.** Teams only either develop a Project to solve a single Challenge or the Tournament.

5.8. The Team must present the Project through a PowerPoint presentation and make a live demonstration of it. The presentation will take no more than 5 minutes, followed by questions for 5 minutes. After the final presentation, the Jury will evaluate the Projects, consult with the Organizer and Partners, deliberate and select the Winners.

6. DETERMINING THE WINNER

6.1. **The Winner of the Challenge.** The Jury has the exclusive role of selecting the Winner of the Challenge based on the following criteria, each criterion worth between 5-25 points, the maximum number of points being 100:

- **Problem Significance:** Judges will assess the importance and impact of the problem that the solution addresses.
- **Completion Level:** The extent of development and the completeness of the solution will be evaluated.
- **Solution Efficacy:** The effectiveness and efficiency of the solution in solving the problem will be analyzed.
- **Integration Seamlessness:** The ease of integration of the solution, both from a technical and business perspective, into existing systems or processes will be considered.

6.2. The Jury is not required to test the Project and may choose to judge based solely on the Project presentation/pitch.

6.3. If it is found that the Winner is ineligible, for any reason, the entire Team will be disqualified and the Organizer may choose an alternate Winner at its own discretion, even if the disqualified Winner has been shown or publicly announced.

6.4. The winner of the Tournament: To determine the winner of our tournament, we will evaluate the algorithmic projects based on their efficiency and accuracy in identifying the correct NAICS code of the inputted company. The winning project will be the one that correctly outputs the company's NAICS code in the fewest steps, from a maximum of 20. In cases where no project correctly identifies the NAICS code, the winner will be determined by which project came closest to the correct code, based on predefined criteria of proximity and relevance.

7. EVENT AWARDS

7.1. Awards will be payable to the Team's Representative. It will be the responsibility of the Team's Representative to allocate the Awards among their Team members, as the Representative deems appropriate.

7.2. The monetary value of the Award will be wired to the Winner's bank account (solely to the Team Representative) only after:

- Organizer receiving full and correct information regarding the identification of all the winning team members) for the purpose of withholding the tax related to the Awards, including a photocopy of their IDs;
- Only in case of Team winning a Challenge: Organizer and Winner (all individual and participating members of the Team) entering into a separate IP Assignment Agreement in a form reasonably satisfactory to the Organizer, by effect of which the Winner shall assign over to Organizer (or a nominee thereof, chosen at the sole discretion of the Organizer) all of the intellectual property rights and related rights with regards to the Project.

7.3. Prizes will be delivered within 45 (forty-five) days after the Winner has met all of the conditions provided above.

- 7.4. Failure to comply with either of the conditions within 15 (fifteen) days from the moment that Awards have been announced by the Organizer at the end of the Event will lead to the automatic disqualification of the Winner and represent a forfeiture by the Winner of the Award.
- 7.5. Winners (all participating members of the Team) are responsible for any fees associated with receiving or using an Award, including but not limited to, wiring fees. Winners (all participating members of the Team) are responsible for reporting and paying all applicable taxes in their jurisdiction of residence.
- 7.6. Winners are also responsible for complying with foreign exchange and banking regulations in their respective jurisdictions and reporting the receipt of the Award to relevant government departments/agencies, if necessary.
- 7.7. Organizer reserves the right to withhold a portion of the Award value amount to comply with the tax laws of Organizer's jurisdiction, or those of a Winner's jurisdiction if such are bound by applicable law to withhold the taxes due for prizes offered during contests. For the avoidance of any doubt, all prizes will be net of any fees that the Organizer is required by law to withhold.
- 7.8. The Winners of each Award will be displayed on the Website after such Awards are validated.

8. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS

8.1. Each Participant expressly declares, acknowledges, and warrants that:

- i. The Project is their (and respectively their Team's) own original creation;
- ii. The Participant is the owner of the intellectual property rights over their respective Project;
- iii. the Project does not breach any rights, including the intellectual property rights of a third party;
- iv. the Participant has obtained all written rights, licenses, and permissions from any person who may have assisted or participated in the creation of the Project;
- v. the Participant has verified the terms and conditions regulating the use of third-party software, webpages or content included in their Project and the Project does not infringe any of the terms;
- vi. the third-party software, webpages and/or content used as part of the Project allow the use of the Resources in conjunction with the same;
- vii. has obtained any and all consents, approvals, or licenses required for Participant to submit the Project to Organizer;
- viii. the Project not subject to any third party agreement(s) and no third party consent and/or license is required in connection with the Project and the Organizer will not be required to pay or bear any monies to any person or entity, including without limitation, collection of copyrights or copyright holders, neighboring rights or moral rights or persons representing

them, and any person acting on their behalf as a result of the use or exploitation of the idea, input materials or rights therein.

- ix. the Project contain no code, programming or other content licensed from a third party (or derived from or developed with such third party materials) under terms that may require: (a) the human readable source code of the software or modifications (or any portion thereof) be made publicly available; (b) the software or a modification (or any portion thereof) be licensed under terms that allow for the modification of such software or modification (or any portion thereof) or that preclude restrictions on use of the software or modification (or any portion thereof) by future licensees; (c) the Organizer to license patents, copyrights, trade secrets or other intellectual property (including any software or modification) to any third party; or (d) the inclusion of attribution or reference to or marketing support for any third party ("Restrictive OSS") and does not require the use of any Restrictive OSS in order to function in its intended fashion. Without limiting the generality of the foregoing, any materials licensed or developed pursuant to the following agreements (or agreements based thereon) will be "Restrictive OSS": the GNU Affero General Public License, the GNU General Public License; the GNU Library or Lesser General Public License; the Mozilla Public License., and (v) the Project does not and will not contain any "Illicit Code", which, for the purpose of this Rulebook means (i) any code, programming instruction or set of instructions with the ability to damage, interfere with or otherwise adversely affect computer programs, data files, or hardware, any virus or computer software code, routines or hardware components designed to disable, damage, impair, disclose or erase the Project or other software or data, and/or any tracking technology that may be used in connection with the internet, world-wide-web, or a mobile network that is capable of obtaining sensitive information about the Project, which is not expressly permitted hereunder.

8.2. By entering the Event, each Participant represents, warrants, and agrees that the Project meets these above mentioned requirements, and acknowledges that Participant will hold Organizer harmless of any claim from a third party referring to the breach of its intellectual property rights or other rights. Participant acknowledges that in case there is a reasonable suspicion that Project is not compliant with this section, the Project will be disqualified from the Event.

8.3. Organizer grants Participant a personal, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license during the Event to use Organizer owned Resources, for the purposes specified herein.

8.4. Should Participant make use, in any way, of Resources for the development of the Project, Participant and Team will not publish or otherwise make available, by any means, the Project anywhere outside of the Event, except with the prior written approval of Organizer.

8.5. By entering the Event, Participant grants Organizer and affiliates an exclusive, royalty-free, non-limited, worldwide, transferable, sub-licensable, and valid for the entire duration of the protection of rights, license over any and all rights, including the intellectual property rights over the Project, for any and all modalities of exploitation and use (including the right to reproduce, adapt, distribute, license, loan, develop derivative works, sell, broadcast, perform publicly, transmit,

publish) in any media, without limitation on the time or number of times used, including in connection with any of Organizer's existing or future products.

8.6. All intellectual property related to the Resources, including but not limited to copyrighted material, trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned or used under license by Organizer or their respective license owner. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of the intellectual property owner is strictly prohibited. Any use in a Project of the Organizer or third-party owned intellectual property shall be solely to the extent provided for in the Rulebook.

8.7. Participants agree not to make any intellectual property claims to Organizer products or services or to make any such claims to any Feedback or Project that results from Participant's participation in the Event.

9. LIMITATIONS OF LIABILITY. RELEASE.

9.1. Unless prohibited by law, and notwithstanding anything to the contrary in this Rulebook, the Organizer, Partners and their respective parent, subsidiary, and affiliated companies, and all of their respective past and present officers, directors, employees, representatives, licensees, developers, assigns, agents and licensees (hereafter the "Released Parties") are not responsible for any incorrect or inaccurate input, human error, technical malfunction, loss / delay in data transmission, omission, interruption, deletion, failure, malfunction of any telephone, computer, server, or other network, computer equipment, software or any combination thereof, for inability to upload or download any competing material or for delay, loss, damage, misdirection, delayed, distorted, incorrect, inaccurate, stolen, damaged or incomplete recordings.

9.2. Unless prohibited by applicable law, Participants expressly release, indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to Participants entry, creation of Project or entry of Project, participation in the Event, acceptance or use or misuse of the Award (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Project as authorized or licensed by this Rulebook. Without limiting the foregoing, the Released Parties shall have no liability in connection with:

- any incorrect or inaccurate information, whether caused by Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Event;
- technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Website;
- unauthorized human intervention in any part of the entry process or the Event;

- technical or human error which may occur in the administration of the Event or the processing of Applications or Projects;
- any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the participation in the Event or receipt or use or misuse of any Award.

9.3. The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Applications or Projects or for address or email address changes of Participants. Proof of sending or submitting will not be deemed to be proof of receipt by Organizer. If for any reason Application or Project is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is to request the opportunity to resubmit it. Such request must be made promptly after Participant has know or should have known there was a problem and will be resolved at the sole discretion of the Organizer.

9.4. Participants hereby accepts and acknowledges that they will be fully liable for, and hereby agrees to indemnify, defend and hold harmless the Organizer from and against any and all claims, losses, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees), arising out of or in connection with any breach by the Participant of this section of the Rulebook. This indemnity shall survive the termination or expiration of this Rulebook.

10. SIMILAR IDEAS

10.1. Participants understand and acknowledge that: (i) The Organizer has access to ideas, stories, videos, and other materials, and those ideas are constantly presented to Organizer or developed by Organizer's own affiliates, employees or agents; (II) many ideas may be competitive, similar or identical to the Project submitted by the Participant and/or each other in terms of theme, idea, topic, format or other aspects; (III) The Participant is not entitled to any compensation as a result of the use by the Organizer of such similar or identical materials that came or may come from other sources.

11. PERSONAL DATA

11.1. The following personal data of the Participants: name and surname, serial number and identity card number, personal numerical code, home / residence address, telephone number, email address, will be collected, registered, organized, stored, consulted, extracted and processed by the Organizer and/or Partners for the purpose of the Event and this Rulebook, as well as to organize a database for contacting the Participants in order to participate in future editions of the competition. Event Winners may be required to provide additional personal information for tax and return purposes.

11.2. It is the obligation of each Participant to provide the Organizer with accurate and up-to-date information.

11.3. By participating in the Event, the Participants understand and agree that the Organizer may publish the names of the Winners (and the individuals comprising the Team) on its own and Partners web pages, as well as on social media networks, for the purpose of information and/or promotion. The refusal of a winning Participant (all participating members of the Team) to process his/her

personal data for the purposes of this Rulebook and of the Event by the Organizer and/or Partner, as well as the refusal to enter his/her name on the lists made public by the Organizer, will lead to the automatic disqualification of the Winner and represent a forfeiture by the Winner of the Award.

11.4. Participants are advised that the granting of Awards may be subject to the transmission of copies of identity documents. The Organizer undertakes to comply with the legislation on personal data protection both during and after the Event, in accordance with the provisions of EC Regulation 679/2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.

11.5. By participating in the Event, each Participant expressly and unequivocally agrees to:

- The collection and processing by the Organizer of information regarding the e-mail address that Participants use to for the Application and personal data, in order to conduct the Event and grant Awards. The Organizer will maintain the confidentiality of the personal data of the members of the winning teams and of the Participants and will use them only for the purposes established by the Rulebook.
- Participants have the right to object to the processing of personal data at any time, for well-founded reasons related to their personal situation.
- The Participants have, in accordance with EC Regulation 679/2016 for the protection of individuals with regard to the processing of personal data and the free movement of such data, the right to information, the right to access data, the right to object, the right to intervene on data, the right not to be subjected to an individual decision, as well as the right to go to court. Any notices with respect to Personal data can be done according to the Notice section hereinto.

11.6. Participants expressly agree and allow the Organizer to use and transmit to Partners the personal data of Participants in order to facilitate the contact between Partner and Participant.

12. CONFIDENTIALITY

12.1. Participants may use Confidential Information only for the purpose of participating in the Event and developing and presenting the Project.

12.2. Participants will not use any Confidential Information to facilitate the development by Participant or by any third party of any software programs or other products that would compete with Organizer's products and services.

12.3. Except as permitted under this Rulebook, each Participant agrees that (i) it will not disclose to any third party any Confidential Information; (ii) it will not use any Confidential Information disclosed for any purpose except permitted by the Rulebook; and (iii) it will take all reasonable measures to maintain the confidentiality of all Confidential Information in their possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of their own information of similar importance. At the end of the Event Participants will return or destroy (and certify such destruction) the Confidential Information, and all copies thereof, in their possession, except for such Confidential Information.

- 12.4. Notwithstanding the foregoing restrictions on use and disclosure of Confidential Information, Participant may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority to which it is subject, or otherwise as required by law, provided that Participant immediately notifies Organizer and use reasonable efforts to obtain confidential treatment of the disclosed information or a protective order before such disclosure.
- 12.5. The confidentiality obligation will survive for 5 (five) years after the end of the Event, except for Confidential Information protected as trade secrets, in relation to which the confidentiality obligation will be perpetual or will exist for as long as such Confidential Information remains a trade secret under applicable law.
- 12.6. Participants hereby accepts and acknowledges that they will be fully liable for, and hereby agrees to indemnify, defend and hold harmless the Organizer from and against any and all claims, losses, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees), arising out of or in connection with any breach by the Participant of this section of the Rulebook. This indemnity shall survive the termination or expiration of this Rulebook.

13. DISPUTES

- 13.1. Any disputes arising from the Rulebook will be settled amicably. In case of an unfavorable result to the amicable negotiations, disputes will be resolved by the competent courts at the Organizer's premises.
- 13.2. This Rulebook and the rights and obligations of the Participants and the Organizer shall be governed by and construed in accordance with the laws of Romania. In the event of a dispute arising out of or relating to the Event, the interpretation of the Rulebook, or any associated matters, such disputes shall be subject to Romanian jurisdiction. Participants agree that the laws of Romania will apply to this agreement and that Romanian courts will have exclusive jurisdiction over any dispute or claim arising out of or in connection with the Rulebook.

14. NOTICES

- 14.1. All notices, requests, demands, and other communications under and related to the Event and Rulebook must be in writing. Communications must only be sent to the e-mail address provided by the Participant in the Application and to the e-mail address provided by the Organizer in the Website. The parties may change their contact information by providing written notice to the other party. It is the Participant's responsibility to keep their contact information up to date.

15. GENERAL PROVISIONS

- 15.1. The decisions, instructions and orders of the Organizer and Jury are final and binding in all respects relating to the Event, including the interpretation and application of the Rulebook.
- 15.2. Organizer reserves the right to amend or modify the Rulebook and will notify the interested parties before any such amendment/modification enters into force. Any amendment/modification brought to the Rulebook will be made by an addendum to the Rulebook.

- 15.3. The Organizer reserves the right, at its sole discretion, to disqualify any applicant or Participant who has tampered in any way with the registration process or who interferes with the proper administration and progress of the Event or who violates the provisions of the Rulebook. Disqualified Participants are not allowed to participate in Event and are ineligible to obtain the Award.
- 15.4. By participating in the Event, each Participant agrees to abide to the Rulebook and to the lawful orders and instructions of the Organizer throughout the Event.
- 15.5. By participating in the Event, the Participant declares and guarantees that by participation in the Event it will not incite, promote or engage in behavior, activities or content that is or could be perceived as violent, threatening, harmful, harassing, offensive, unlawful, illegal, obscene, inappropriate, unsportsmanlike, or not in the best interests of the Event. Any attempt by any person to undermine the proper conduct of the Event may be a violation of criminal and civil law. Should Organizer suspect that such an attempt has been made or is threatened, they reserve the right to take appropriate action including but not limited to requiring the Participant to cooperate with an investigation and referral to criminal and civil law enforcement authorities.
- 15.6. Organizer reserves the right, in its sole discretion, to cancel, suspend and/or modify the Event, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control.
- 15.7. If there is any discrepancy or inconsistency between the terms and conditions of this Rulebook and disclosures or other statements contained in any Event materials, including but not limited to the Application, Website, advertising (including but not limited to television, print, radio or online ads), the terms and conditions of this Rulebook shall prevail.
- 15.8. If at any time prior to the Event commencement a Participant believes that any provision of the Rulebook is or may be unclear or ambiguous, it must submit a written request for clarification to Organizer.
- 15.9. Organizer's failure to enforce any term of the Rulebook shall not constitute a waiver of that provision. Should any provision of the Rulebook be or become illegal or unenforceable in any jurisdiction whose laws or regulations may apply to a Participant, such illegality or unenforceability shall leave the remainder of the Rulebook, including the affected provisions, to the fullest extent permitted by law, unaffected and valid. The illegal or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest and best reflects the Organizer's intention in a legal and enforceable manner with respect to the invalid or unenforceable provision.

EXHIBIT A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Agreement") is entered into as of this ____ day of _____, 2023 (the "Effective Date"), by and between:

- _____ (the "Assignor" or "Participant"), and
- _____ (the "Assignee" or "Organizer").

WHEREAS, Assignor has won the [***INSERT CHALLENGE NAME***] Challenge, part of the "Hacking Big Numbers" hackathon (the "Challenge") organized by Assignee and has thereby developed a project (the "Project") that was created within a duration of forty-eight (48) hours with the resources provided by the Organizer and advice received from the mentors, Organizer, and jury of the Challenge.

WHEREAS, Assignor freely wishes to assign and the Assignee wishes to acquire all of the Assignor's rights, title, and interest in and to the Intellectual Property (the "IP") associated with the Project, in consideration for the [****] monetary prize offered by the Organizer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

Assignor hereby completely and exclusively assigns, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the IP, including, without limitation, any patents, copyrights, trade secrets, trademarks, domain names, applications, registrations, or any other IP rights associated therewith, that relate to the Project, whether now existing or hereafter arising, whether registered or unregistered.

2. CONSIDERATION

The total consideration for this Agreement shall be the prize offered by the Assignee in the Challenge, paid under the terms and conditions as stipulated in the hackathonRulebook, which shall represent part of this Agreement.

The Assignor acknowledges and agrees that the Consideration is a fair and equitable remuneration due to the circumstances surrounding the Project's inception, development, and completion. These circumstances include but are not limited to the following:

- The Project was developed within a strict timeline of forty-eight (48) hours;
- For the development of the Project, the Assignor made use of the resources, including both tangible and intangible resources, that were made available by the Assignee; and

- The Assignor benefited from advice and mentorship provided by mentors, jury members, and the Assignee, during the course of the Challenge, for the development of the Project.

The Assignor agrees and acknowledges that the allocation of the Consideration is solely in lieu of the rights, title, and interest being assigned under this Agreement, and no additional compensation will be due to the Assignor in relation to the IP unless expressly provided in a written amendment to this Agreement.

All taxes, duties, levies, or charges that may be payable in relation to the receipt of the Consideration by the Assignor shall be the sole responsibility of the Assignor.

3. REPRESENTATIONS AND WARRANTIES

Assignor represents and warrants that Assignor is the sole owner of the IP and that Assignor has the full right, power, and authority to assign the IP to Assignee in accordance with the terms of this Agreement.

Moreover, Assignor hereby expressly acknowledges that all obligations, representations and warranties with regards to the intellectual property of the Project, as they were provided for in the "INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS" section of the Rulebook and that have been previously acknowledged and agreed upon by the Assignor as a pre-condition to entering in the hackathon and developing the Project within the hackathon will also be fully applicable with respect to the current Agreement.

4. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of Romania. Any disputes arising from this Agreement will be settled amicably. In case of an unfavorable result to the amicable negotiations, disputes will be resolved by the competent courts at the Assignee's premises.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Name of Assignor (Participant)

Name of Assignee (Organizer)