

## **Non-Disclosure Agreement (NDA) for Nexus Startup Competition Entries**

**This Non-Disclosure Agreement ("Agreement")** is made by and between Zone Company and all Participants in the Nexus Startup Challenge.

### **1. Purpose**

The purpose of this Agreement is to govern the confidentiality of the entries submitted by participants in the startup competition organized by Organizer.

### **2. Definition of Confidential Information**

"Confidential Information" includes any and all information disclosed by the Participant to the Organizer in connection with the Competition.

### **3. Obligations of Organizer**

The Organizer agrees to:

- a. **Confidentiality:** Keep all Confidential Information confidential and not disclose it to any third party except for the evaluation of these entries in regards to the startup competition
- b. **Use of Information:** Use Confidential Information solely for the purpose of evaluating entries and for the purposes of the Competition.
- c. **Protection Measures:** Implement reasonable measures to protect the Confidential Information from unauthorized access or disclosure, and share only on need to know basis for the startup competition evaluation purposes.

### **4. Exclusions from Confidential Information**

Confidential Information does not include information that:

- a. **Public Knowledge:** Was publicly available at the time of disclosure or becomes publicly available without breach of this Agreement.
- b. **Pre-existing Knowledge:** Was already known to the Organizer before the disclosure, as evidenced by written records.
- c. **Third-Party Disclosure:** Is disclosed to the Organizer by a third party who is legally entitled to make such disclosure and who is not under a confidentiality obligation.
- d. **Independent Development:** Is independently developed by the Organizer without reference to or use of the Confidential Information.

### **5. Return of Materials**

Upon request by the Participant, or upon termination of this Agreement, the Organizer will promptly return or destroy all materials containing Confidential Information and will provide written certification of such destruction.

### **6. Term**

The obligations under this Agreement shall remain in effect for one year from the date of disclosure of the Confidential Information, unless otherwise agreed in writing.

#### **7. No Obligation to Proceed**

The Organizer is under no obligation to proceed with the Competition or to accept any entry and reserves the right to reject any submission. The organizer decision on the selection of winners is final and does not require any justification.

The organizer is receiving the entries for the sole reason of evaluating the winners in the startup competition. This is not a promise for investment or partnership and is not a guarantee of success for such projects in reality

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Kuwait.

Once Nexus startup competition participants submit their registration form, it is considered as they have read, understood and agreed on all items in this non-disclosure agreement.