



## CyberTruck Challenge 2021 Terms of Participation/NDA

Version: 2021\_1/kh

As a participant in the CyberTruck Challenge, Participant understands that he/she may be privy to information of a confidential and/or sensitive nature throughout the duration of the event. Participant further understands that the unauthorized disclosure of such information could cause irreparable harm to the company and/or companies to which such information is lawfully titled. With these considerations in mind, Participant hereby agrees to the following:

1. Participant understands that he/she shall not violate the privacy and confidentiality of information entrusted to him/her or to which he/she may gain access, unless disclosure is otherwise required by legal authority.
2. Participant will diligently protect all confidential and sensitive information from unauthorized disclosure, including, but not limited to face-to-face discussions with outside parties and social media engagement (i.e., Facebook, Tweeting, blogging). Participant shall, at all times, abide by PROTOCOLS as separately set forth and distributed to all Participants in association with CyberTruck Challenge.
3. Participant understands that information gained during Day 3-5 of the event is protected under NDA and not releasable without express written consent of the CyberTruck Challenge. Participant will seek guidance from the CyberTruck Challenge “release coach” when unsure of the correct decision regarding appropriate use, confidentiality, or access of information, and will do so BEFORE sharing any information. Participant understands that information gained during Day 1-2 AND which is not vehicle or ECU specific is releasable (i.e. you may say that you learned a general software reverse engineering technique but may not disclose what product you learned it on or what the results were).
4. Participant will immediately report any incidents of personal noncompliance or noncompliance of colleagues with the terms of this agreement to his/her supervisor or an appropriate event staff member.
5. The obligations with respect to disclosing and using Confidential Information, as set forth herein, are not applicable if the same is:
  - (a) shown by Participant to be in the public domain at the time of receipt or that it came into the public domain thereafter through no act of Participant in breach of this Agreement or of any other party in breach of any other obligation of confidentiality owing to Discloser, or
  - (b) contained in written records in Participant's files prior to the date of its receipt from Discloser, or
  - (c) disclosed or used with the prior written approval of Discloser, or
  - (d) demonstrated in written records by Participant to have been developed independently of disclosures made hereunder, or
  - (e) lawfully disclosed on an unrestricted basis to Participant by a third party under conditions permitting such disclosure, or



(f) disclosed by Participant in response to a legal mandate by order of a court or administrative body, after Participant promptly notifies Discloser and provides a reasonable opportunity to oppose such order.

6. The obligations with respect to disclosing and using Confidential Information, as set forth herein, shall commence as of the date set forth below and remain in effect for three (3) years immediately following.

7. Participant understands that participation in the event shall not be construed as a teaming, joint venture or other such arrangement; and that the intellectual property of all event contributors shall remain theirs' exclusively, unless otherwise agreed in writing.

8. Participant associated with OEM or Supplier may use knowledge or information gained about their Company's product as a result of the CyberTruck Challenge to enhance or improve their Company's products.

9. Any dispute arising from participation in the CyberTruck Challenge shall be governed by the laws of Detroit, Michigan.

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Signature of Participant	Printed Name of Participant	Date
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Signature of Organizer	Printed Name of Organizer	Date
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