



CyberTruck Challenge Terms of Participation and Non-Disclosure Agreement (NDA)

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 CyberTruck Challenge Event hereinafter “Event”. Confidential and Sensitive Information will not always be marked as such due to the nature of the Event and Participant understands that all information will be regarded as Confidential and Sensitive unless otherwise noted for Public Release. 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 university papers, face-to-face discussions with outside parties, and social media engagement (i.e., Facebook, Tweeting, blogging).
3. Participant shall, at all times, abide by PROTOCOLS as separately set forth in Attachment A and distributed to all Participants in association with CyberTruck Challenge.
4. Participant understands that information gained during Event is protected under NDA and not releasable without express written consent of the CyberTruck Challenge. Participant will seek guidance from the CyberTruck Challenge Event Organizers as noted in PROTOCOLS 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 NOT listed on the public Event website is not releasable without prior authorization.
5. Participant shall not take photographs while s/he is inside the Event area or in any area containing a Learning Platform or asset. Participant will restrict any photographs to designated areas which will be announced and marked as such at the Event.
6. Participant will not disclose the brand name of any vehicles, vehicle parts, Learning Platforms or other Event Training Assets Participant is exposed to

during the Event.

7. Participant recognizes that his/her attendance is a privilege and the Event Organizers have the authority to dismiss any participant for violations of this agreement or any other action deemed by the Event Organizers to be detrimental to the CyberTruck Challenge. No appeal process exists for dismissals. Participants must agree all decisions of Event Organizers are final.
8. 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.
9. If a Participant discovers or becomes aware of a cyber security vulnerability, s/he is required to responsibly disclose the vulnerability to the Event Organizers and affected parties.
10. Participant will seek guidance from Event Organizer, or “vehicle boss” (defined at Event), when unsure of the correct decision regarding appropriate use, confidentiality, access of information, or disclosure and will do so before sharing any information.
11. 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.
12. 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 the last day of the Event.

13. 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.
14. 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.
15. Any dispute arising from participation in the CyberTruck Challenge shall be governed by the laws of Detroit, Michigan.

Signature of Participant

Printed Name of Participant

Date

Karl Heimer

Signature of Organizer

Printed Name of Organizer

Date

Attachment A

Protocols for Attending CyberTruck Challenge Event

Every individual and organization the “Participant” involved with the CyberTruck Challenge hereinafter referred to as “Challenge” or “Event” is required to abide by the following Protocols. The basic tenet is:

“What happens at the Challenge, remains at the Challenge”

Information NOT to be shared external to or after the Challenge:

- 1.) Data capture or logs remain with the OEM. After the Friday briefings, all logs and data capture will be transferred to the OEM providing the vehicle, and any copies or files on the lab computers will be erased. Staff will then format the hard drives for lab computers.
- 2.) Vehicles used during the Challenge will not be discussed or referenced in any identifying way. No manufacturer or model, etc. will be identified. Vehicles will be referenced as “Learning Platforms.”
- 3.) Discoveries, approaches, scenarios, situations, narratives, stories, etc. and the like, regarding vehicle assessments will not be discussed.
- 4.) Names of individuals or organizations participating in the Challenge, except noted Sponsors (on the t-shirt, promotional material, etc.), those individuals or organizations appearing on the CyberTruck Challenge website. Any entity may also grant express written approval to any participating individual or organization to identify the granting entity (ONLY); this may be done post Challenge and may be an external communication.
- 5.) Identities of participants and their organizations; this includes students, guests, vehicle team members, instructors, presenters, etc. will not be shared.

Social Media

- 6.) No posting, blogging, tweeting information that describes the specific details of the Challenge on social media such as Facebook, Twitter, Instagram, Pinterest, etc.
- 7.) No use of the Information in presentations, papers, or publications, even if educational in nature (College paper, etc.).

Photography

- 8.) Participants may not take photographs, video recordings or capture images during the Challenge.
****NOTE**** The event itself maintains an “EVENT CAMERA” and the staff will take pictures with it. These pictures will be appropriately “cleared” and can then be used by organizations and individuals, possibly with use restrictions. If anyone wants a particular photo – contact the staff and ask them to take it with the event camera – we will then verify it can be released, and if so release it with any special use instructions.
- 9.) All Participants by their participation agree CyberTruck Challenge has permission to use their likeness or image in promotional materials, on their social media platforms, and website without limitation or exclusions.

Terms of Participation

- 10.) Participant agrees to sign a Terms of Participation/NDA agreement upon arrival (advance copy available for review). Sponsoring organizations commit their representative(s) to the information sharing protocols via their Sponsorship and/or Contributor Contract.

- 11.)The CyberTruck Challenge will hold all Terms of Participation/NDA, Sponsor and Contributor Contract(s) and will bear responsibility for oversight.
- 12.)A packet of Terms of Participation identifying the names of individuals and organizations covered under the agreement for the event will be available two weeks after the event's conclusion, upon request.

Attend legal briefing and all trainings:

- 13.)All participants for the week are required to attend legal briefing on 1st day (Monday) and concluding day (Friday).
- 14.)All Participants and visitors/observers must sign the NDA and will receive a legal briefing.
- 15.)Participants understand the value and uniqueness of the Event and they must attend all training sessions leading up to the final hands-on session. Failure to attend training sessions may result in removal from the Event.
- 16.) Participant understands active participation in the Event is required for Event Organizers to continue to host Participant at the hotel and provide meals. If Participant fails to attend sessions then s/he will no longer be considered a Participant and all hotel/travel/meals will no longer be provided by the Event.
- 17.)Participant understands they are a guest of the CyberTruck Challenge and will behave appropriately at all venues to include hotel and transport

Information ALLOWED to be shared:

- 18.)Approved CyberTruck Challenge messages as placed on the website.
- 19.)Approved promotional information - brochures, posters, announcements, press releases, etc. distributed during recruitment and/or posted to CyberTruck Challenge website.
- 20.)Messages describing the goal of the event as a workforce development exercise as the primary objective and mission of the CyberTruck Challenge:
 - a. Workforce development efforts by Challenge Sponsors and the industry
 - The Challenge is an example of the industry's continued commitment to continuous improvement in vehicle designs and cyber capabilities
 - The Challenge helps to develop the next generation cyber engineer for heavy vehicles
 - The Challenge seeks to inspire college students to pursue careers in the heavy vehicle transportation industry.
- 21.)The Challenge seeks to attract the brightest minds to the industry; attract students to choose careers in the transportation industry.
- 22.)The Challenge demonstrates the high-tech and cybersecurity nature of heavy truck industry using real world vehicles and systems. Vehicles will be referenced as "Learning Platforms." The learning platform is a modern, fully featured, vehicle.
- 23.)The Challenge helps to improve the skills and knowledge of the current workforce in cybersecurity.
- 24.)When in doubt, please verify external statements through the CyberTruck Challenge Organizers (listed on the CyberTruck Challenge websites).