

TECHXPO CYBERSECURITY CHALLENGE PARTICIPATION AGREEMENT



IMPORTANT—READ CAREFULLY: THE TECHXPO LICENSE AND PARTICIPATION AGREEMENT (“**AGREEMENT**”) IS A LEGAL AGREEMENT BETWEEN NORTHUMBERLAND BUSINESS DEVELOPMENT ASSISTANCE CORP O/A NORTHUMBERLAND CFDC WITH OFFICES AT VENTURE13, 739 D’ARCY ST. COBOURG, ONTARIO, CANADA K9A 0H6 (“**NORTHUMBERLAND CFDC**”) AND YOU:

(THE “**PARTICIPANT**”) REGARDING PARTICIPATION IN THE TECHXPO CYBERSECURITY CHALLENGE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND THE RULES, WHICH ARE REFERENCED AT <https://www.cobourg.ca/en/venture-13/techxpo.aspx> YOU CAN NOT PARTICIPATE IN THE EVENT.

Scope

NORTHUMBERLAND CFDC is hosting the TechXpo Cybersecurity Challenge October 5th, 2019, at Venture13 Innovation and Entrepreneurship Centre (the “**Event**”). Participants at the Event will be asked to present ideas for innovative cybersecurity applications.

Background IP

Participants may utilize any software or other resources provided that the Participant holds the unencumbered rights to use any such intellectual property, to commercialize any intellectual property generated during the duration of the Event, or has entered into and is bound by one or more separate agreements governing intellectual property and which shall remain in place during the duration of the Event.

Foreground IP and Extensions

Any software extensions or other intellectual property developed through participation in the Event will not be retained by NORTHUMBERLAND CFDC or any of its Event partners or sponsors. Participants are solely responsible for managing their own intellectual property agreements.

Public Knowledge

All disclosures and communications associated with participation in the Event will be hereby considered public knowledge. NORTHUMBERLAND CFDC and its event partners and sponsors are free to use any information that is made public for any purpose including but not limited to advertising and promotion in any manner and via any media without restriction or remuneration of any kind with respect to the Participant.

Indemnifications

The Participant releases, and hereby agrees to indemnify, defend and save harmless NORTHUMBERLAND CFDC and all of its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, as well as all Event partners and sponsors, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of participation in the Event and/or upon the Participant's negligent actions, errors and omissions, willful misconduct or fraud.

Rules

The Participant agrees to abide by the Rules of the Event as provided by Northumberland CFDC and referenced at: <https://www.cobourg.ca/en/venture-13/techxpo.aspx>.

Assignments

Participant may not assign or otherwise transfer any of its rights under this Agreement without NORTHUMBERLAND CFDC's prior written consent.

Governing Law

This Agreement shall be governed by and construed under the laws of the Province of Ontario.

Signatures

I agree:

Wendy Curtis, Executive Director - Northumberland CFDC

The Participant (please print your name: _____)