

**UNITED NATIONS GLOBAL COMPACT
YOUNG SDG INNOVATORS
PARTICIPANT CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

The undersigned (the “Recipient”), a participant enrolled in the Young SDG Innovators programme (the “Programme”), agrees to be bound by the terms and conditions of this Confidentiality and Non-Disclosure Agreement (this “Agreement”) and hereby become a party to the Agreement as of as of the date the agreement is signed by the “Recipient” (the “Effective Date”). Recipient agrees to perform all of the obligations under this Agreement with respect to certain confidential information disclosed by the participating companies (each a “Discloser” and collectively the “Disclosers”) set forth on Exhibit A hereto. Recipient and the Disclosers are sometimes referred to individually as a “Party” and collectively as the “Parties.” For the purposes of this Agreement, a “Discloser” shall refer collectively to such Discloser, its subsidiaries, affiliates, and representatives (including but not limited to any of such Discloser’s employees who are participating in the Program (as defined below), in their respective official capacities).

- 1. Purpose.** As of the Effective Date, the Disclosers are participating in the Programme hosted by the United Nations Global Compact, during which Programme each Discloser will identify a challenge specific to such Discloser focusing on how to develop future sustainable business solutions (each a “Sustainable Business Solution”) for the Discloser using disruptive technologies, including, amongst others, Artificial Intelligence, Blockchain, and Internet of Things, and sustainable business models. Recipient, along with certain other programme participants, desires to join the Programme to help the Disclosers create the Sustainable Business Solutions. In order for the Disclosers to collaborate in creating Sustainable Business Solutions, the Disclosers desire to share with Recipient certain information about each Discloser’s business that is non-public, confidential or proprietary in nature.
- 2. Confidential Information.** Except as set out in Section 3 below, “Confidential Information” means all non-public, confidential, or proprietary information relating to such Discloser’s business, disclosed before, on or after the Effective Date, by any Discloser to Recipient in their collaborations to create Sustainable Business Solutions, including but not limited to such Discloser’s business operations, products, product plans, designs, costs, prices, unpublished financial information, markets, marketing plans, business opportunities, forecasts, orders, customer information, past, current and planned research and development, know-how, or third-party confidential information, or technical information such as trademark, copyright and patent applications & drawings, ideas, innovations, improvements, and any other characteristics, identifying information or information regarding personnel and human resources such as organizational structure, salary and benefits, personnel training techniques and materials, and employees’ list and qualifications and any such information that would be reasonably understood to be confidential or proprietary in nature. In addition, Confidential Information shall include the terms of this Agreement, the fact that Confidential Information was disclosed or made available to Recipient, and any discussions of the parties

participating in the Program during or relating to the Program. Confidential Information shall include all information relating to the foregoing, whether delivered, disclosed or assessed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential.”

- 3. Exclusions from Confidential Information.** Notwithstanding the foregoing, the term “Confidential Information” as used in this Agreement shall not include information that:

 - a. is or becomes generally available to the public, other than through unauthorized disclosure by Recipient;
 - b. is invented or created by Recipient independently without use or reference to any Confidential Information of a Discloser, as demonstrated by the documentary evidence of Recipient;
 - c. is legally known to Recipient prior to disclosure by the Discloser and not subject to any obligation of confidentiality, as demonstrated by the documentary evidence of Recipient;
 - d. is required to be disclosed by the Recipient pursuant to an order from a court of competent jurisdiction or any appropriately empowered government agency;
 - e. is rightfully obtained by Recipient from a third party who has the right to transfer or disclose such information to Recipient without limitation; or
 - f. is authorized, in writing, by the Discloser to be disclosed without restriction.
- 4. Nondisclosure and Nonuse of Confidential Information.** Recipient agrees to use the Confidential Information solely to collaborate with other parties participating in the Program regarding the development of Sustainable Business Solutions. Recipient agrees not to disclose any Confidential Information to any person (including unauthorized personnel of the Discloser) other than the other parties participating in the Program to the extent necessary for the development of Sustainable Business Solutions. Recipient agrees not to use the Confidential Information for any other purpose or for his/her own or any third party’s benefit without the prior written consent of the Discloser in each instance.
- 5. No License to Confidential Information.** Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and the Discloser retains all of its rights therein.
- 6. Feedback and No Rights to Intellectual Property.** Subject to the terms of Section 7 below, a Discloser is free to use any ideas, suggestions or recommendations Recipient provides to such Discloser regarding the Discloser’s Confidential Information (“Feedback”) in any of such Discloser’s Sustainable Business

Solutions and processes and products subsequently developed as a result of such Sustainable Business Solutions, without payment of royalties or other consideration to Recipient, so long as the Discloser does not infringe upon any of Recipient's rights (including intellectual property rights) in the Feedback. Nothing in this Agreement or any disclosure of Confidential Information made under this Agreement is intended to grant a license or waive of any rights in any Party's intellectual property rights, including but not limited to its patents, copyrights, trade secrets and trademarks.

7. No Rights to Sustainable Business Solutions.

Recipient shall not have any right or license to any of a Discloser's Sustainable Business Solutions, or any processes or products subsequently developed by such Discloser as a result of such Sustainable Business Solutions.

8. Ownership and Return of Confidential Information. All Confidential Information remains the property of the Discloser, and no copies shall be made by Recipient except as necessary to pursue the discussions contemplated by the Program. Upon termination of this Agreement, or upon the written request of the Discloser, Recipient shall promptly (and in no event later than ten (10) business days after request therefor) (a) return to the Discloser all Confidential Information, without retaining any tangible embodiments thereof; (b) destroy any related notes and summaries received from the Discloser or made by Recipient which contain, reflect or are derived from the Discloser's Confidential Information; and (c) certify such destruction to the Discloser, in writing (email to an authorized representative shall suffice for such purpose).

9. Permitted Disclosure. Recipient may disclose Confidential Information to the extent required by any law, rule, regulation or other legal process, provided Recipient makes reasonable efforts to give the Discloser notice of such requirement prior to any such disclosure so that the Discloser may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient may furnish that portion (and only that portion) of the Confidential Information which the Recipient is legally compelled to disclose.

10. Notification of Unauthorized Use. Recipient shall immediately give notice to a Discloser of any unauthorized disclosure of such Discloser's Confidential Information, and shall assist such Discloser in remedying any such unauthorized use or disclosure.

11. Injunctive Relief. It is understood and agreed that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement by Recipient. Therefore, a Discloser shall be entitled to equitable relief, including without limitation injunction and specific performance, as a remedy for any such breach or threatened breach, in addition to all other remedies available at law or in

equity. Recipient further agrees that such Discloser shall be entitled to such equitable relief without the necessity of securing or posting any bond or showing any actual monetary damages in connection with such claim. Recipient further agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and further agrees to waive any requirements for the securing or posting of any bond in connection with such remedy.

12. **Term and Termination.** This Agreement will automatically terminate upon the conclusion of the Program. Notwithstanding the termination of this Agreement, Recipient's obligations hereunder with respect to a Discloser's Confidential Information disclosed pursuant to this Agreement (or otherwise in connection with the Program) shall remain in effect until such time as Recipient no longer possesses or controls, directly or indirectly, any Confidential Information of such Discloser.
13. **No Warranty.** Any and all Confidential Information exchanged hereunder is being provided without representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, or otherwise, by or on behalf of a Discloser. Recipient agrees that no Discloser shall be liable for any damages arising out of Recipient's use of any Confidential Information disclosed, in good faith, under this Agreement.
14. **No Implied Waiver.** No Party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing.
15. **No Assignment.** This Agreement may not be assigned by Recipient by any means, without the prior, written consent of the Disclosers, which may be withheld in each Discloser's sole, absolute, and unreviewable discretion. Any attempted assignment of this Agreement in violation of this section will be void. This Agreement shall be binding upon each Party's respective successors, legal representatives, and permitted assigns.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Confidential Information disclosed pursuant to this Agreement, and supersedes any and all prior written or oral agreements, discussions, and understandings concerning such Confidential Information. This Agreement may not be modified or amended except by a writing, signed by all Parties.
17. **Dispute Resolution and Governing Law.** The Companies will work together, in good faith and on a best efforts basis, to resolve any dispute that arises under this Agreement. Each Company acknowledges and agrees (a) that the interpretation of the Companies' respective rights, duties, and obligations hereunder shall be governed exclusively by the laws of the State of New York, without regard to conflicts of laws principles; (b) that any dispute arising under this Agreement shall be filed exclusively in a federal or state court of competent jurisdiction located in the State of New York, and in no other tribunal or venue; (c) to consent to the *in*

personam jurisdiction of the State of New York; and (d) to consent to the hearing and determination of the dispute in the State of New York, and to waive any argument that such Court in the State of New York is an inconvenient forum or venue.

17.01. Notice of Dispute and Good Faith Negotiations. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof (a “Dispute”), each Party may, by written notice to the other Parties, notify such other Parties about the existence of a Dispute. The Parties shall use their best efforts to amicably settle Disputes. To this end, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties wish to seek settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law or according to such other procedures as may be agreed in writing by the Parties. If the Parties do not reach an amicable settlement within a period of 30 (thirty) days after the receipt of notice of a Dispute, then such Dispute shall be referred to and finally settled by arbitration as set forth in Section 17.02 hereof.

17.02. Arbitration. Any Dispute shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules. The appointing authority shall be the International Chamber of Commerce (the “ICC”) acting in accordance with the rules adopted by the ICC for such purpose. The number of arbitrators shall be 1 (one). The place of arbitration shall be New York City, New York. The language to be used in the arbitral proceedings shall be English.

17.03. Preliminary Injunctions. Nothing in this Agreement shall prevent any party from seeking provisional measures from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

17.04. Confidentiality. The Parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

Section 17.05. Waiver. Each of the parties waives, to the maximum extent not prohibited by law, any right it may have to claim or recover any special, exemplary, punitive or consequential damages. The Parties hereby also waive their right to any form of recourse against an award to any court or

other competent authority, insofar as such waiver can validly be made under the applicable law.

- 18. Severability.** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable as though such term were absent upon the date of its execution.
- 19. Counterparts.** This Agreement may be executed in two or more counterparts, with each counterpart considered an original, and all counterparts taken together will be regarded as one and the same instrument. This Agreement may be executed by facsimile signature and electronic (.PDF) signature, and facsimile signatures and electronic signatures will be fully binding and effective for all purposes and will be given the same effect as original signatures.