

DTCC HACKATHON PARTICIPATION AGREEMENT

This DTCC Hackathon Participation Agreement (the “**Agreement**”), effective as of January _____, 2025 (the “**Effective Date**”), is entered into by and between The Depository Trust & Clearing Corporation, whose principal office is located at 570 Washington Blvd, Jersey City, NJ 07310 (“**DTCC**”) and _____, whose principal office is located at _____ (“**Company**”).

WHEREAS, DTCC is hosting an AI/ML hackathon in which financial industry participants will showcase how AI/ML technology can be used to solve industry-wide problems (the “**Hackathon**”);

WHEREAS, during the Hackathon, each participant will choose among a list of uses cases, develop an AI/ML-based solution and demonstrate such participant’s solution to the other participants;

WHEREAS, DTCC has invited Company to participate, and Company wishes to participate, in the Hackathon on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following capitalized terms have the meanings given to them below:

1.1 “**Company Background IP**” means all Materials, including, without limitation, all intellectual property rights therein, made, conceived, developed or created by or for Company, which are either: (i) existing prior to the Effective Date, or (ii) brought into existence, on or after the Effective Date, other than in the course of Company’s participation in the Hackathon.

1.2 “**Company Materials**” means any Materials that Company uses during the Hackathon or makes, conceives, develops or creates, on or after the Effective Date in connection with the Hackathon, including Company Background IP and Developed Software.

1.3 “**Developed Software**” means any new software developed or created by or on behalf of Company, during, and resulting from, the Hackathon, directed to the Hackathon’s use case for which Company developed or created, as applicable, such software.

1.4 “**Hackathon Resources**” means all Materials, documentation, tools, platforms, and capabilities made available by DTCC to participants for use during the Hackathon, including those licensed from a third-party.

1.5 “**Materials**” means software (including machine images), code, data, text, audio, video, images, protocols, frameworks, schema, models, databases, algorithms, compilations, information, works of authorship, applications or other content or materials. For purposes of illustration and without limiting the foregoing, “Materials” includes AI/ML algorithms, models, weights, methodologies, training data, fine-tuning data and other input data and AI/ML outputs.

1.6 “**Solution**” means each proposed solution directed to a Hackathon use case developed, created and/or generated by Company during the Hackathon, including any Developed Software.

2. **Hackathon Resources.** During the term of the Agreement, Company may access and use Hackathon Resources solely in connection with its participation in the Hackathon. Company acknowledges and agrees that its right to use Hackathon Resources may be subject to Company satisfying requirements imposed by a third-party provider, including complying with separate terms and conditions and/or paying separate fees and charges. Company is solely responsible for complying with all applicable terms, paying any separate fees and satisfying all technical requirements of the applicable third-party provider. DTCC is not responsible for, and makes no representations or warranties, with respect to any aspects of the Hackathon Resources, including that the Hackathon Resources will be free of viruses, worms, or other malicious code.

3. **Company Responsibilities.** Company is required to use its own equipment (including all necessary hardware and software) during the Hackathon. Company is solely responsible for its own equipment, including protecting its equipment from security threats, malicious code or unauthorized access. During the Hackathon, Company shall use only publicly available data or data that is anonymized and/or aggregated such that it does not include, and cannot be reverse engineered to reveal, any confidential information, personally identifiable information or production data, including data identifying real financial transactions. Company is solely responsible for maintaining back-ups of all Company Materials and Developed Software and any other computer files used by Company in connection with the Hackathon. Company shall ensure that its employees, officers, directors or other representatives who are participating in the Hackathon (“**Representatives**”) comply with the terms of this Agreement and the rules of the Hackathon and shall be responsible for all actions or omissions of its Representatives. DTCC shall have no obligation to provide any technical or other support to Company or its Representatives. Company will comply with all laws and regulations applicable to its participation in the Hackathon.

4. **Intellectual Property.**

4.1 Company represents and warrants that it owns, or is duly licensed to use, all intellectual property included into the Company Materials or Solutions and that the Company Materials and Solutions do not infringe, misappropriate or violate any third party rights, including any intellectual property rights.

4.2 Company shall retain all right, title and interest, including all intellectual property rights, in and to the Company Background IP, Company Materials, Developed Software and Solutions, subject to the licenses granted by Company pursuant to Section 4.3 and 4.4. If Company is part of a team with other participants, the team is wholly responsible for determining ownership of any intellectual property rights in the Solutions.

4.3 Company grants to DTCC a limited, royalty-free, non-exclusive, irrevocable license, for the term of the Hackathon, to use, store, copy, publicly display and exploit the Solutions for the purposes of evaluating, testing, judging and demonstrating such Solutions. Company further represents and warrants that DTCC’s use such Solutions in accordance with this Agreement does not infringe or violate any third-party rights, including any intellectual property rights.

4.4 By no later than 30 days after the end of the Hackathon, Company will review the Solutions to identify any Developed Software. After such review, Company shall promptly publish such Developed Software under the Apache License, Version 2.0, or such other open-source license as is agreed by the parties.

4.5 Company acknowledges and agrees that there is no obligation of confidentiality on the part of DTCC or any other participants in the Hackathon, including with respect to ideas or solutions shared by Company during the Hackathon.

5. **Prizes.** DTCC may award prizes to Hackathon winners and/or participants in its sole discretion. DTCC has no obligation to award prizes and will have no liability in respect of any decisions relating thereto.

6. **Limitation of Liability and Disclaimer.** To the fullest extent permitted by law, DTCC, its affiliates and third party providers disclaim any and all representations and warranties, express or implied, with respect to the Hackathon Resources, including, without limitation, warranties of accuracy, completeness, timeliness, merchantability, non-infringement or fitness for a particular purpose. The Hackathon Resources are provided on an “as is” basis and Company’s use of the Hackathon Resources and participation in the Hackathon is entirely at Company’s own risk. In no event will DTCC, its affiliates or third party providers be liable under this Agreement for any direct, indirect, incidental, special, punitive or consequential or similar damages even if advised of the possibility of such damages. DTCC shall not be liable for any claims against Company by any third parties.

7. **Indemnification.** To the fullest extent permitted by law, Company will indemnify and hold harmless DTCC, its affiliates and third-party providers and their respective directors, officers, managers, employees, agents, and consultants from and against, any and all losses, liabilities, damages, fines, penalties, deficiencies, costs or expenses, including the reasonable fees and expenses of attorneys or other experts and professional advisers incurred, sustained or suffered as a result of a claim brought by a third-party arising from or relating to: (i) Company’s breach of the terms of this Agreement, or (ii) any alleged or actual infringement, misappropriation or violation of any third-party rights, including intellectual property rights, by Company’s Solutions or the use of Company’s Solutions by DTCC as authorized by this Agreement.

8. **Publicity and Promotion.** Company will not issue any press release, newsletters, emails or any other public communication regarding the Hackathon or its participation in the Hackathon without DTCC’s prior, written approval. Company agrees that DTCC may, without notice to or consent of Company, issue a press release, newsletter, email or public communication (including via social media or DTCC’s website) regarding the Hackathon, including identifying Company and Representatives as participants. Neither party will use the other party’s trademarks, trade dress, logos or service marks, for any purpose, including in any promotional or marketing materials, without the prior, written consent of the other party.

9. **Termination.** Company and/or Company’s team right to participate in the Hackathon may be terminated, with or without notice to Company, if, in DTCC’s sole discretion, Company or its Representatives: (i) breach any term of this Agreement or (ii) violate any of the Hackathon rules. The term of this Agreement shall commence on the Effective Date and terminate upon the end of the Hackathon, provided, however, that the following provision shall survive the termination of this Agreement: Sections 4.4, 6, 7, 8 and 10.

10. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflicts of laws principles thereof. Each party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any court of the State of New York located in the County of New York in any action or proceeding arising from or relating to this Agreement or any of the transactions contemplated hereby. This Agreement may be amended, modified or supplemented only by a written instrument executed and delivered by both parties. If any provision of this Agreement is held illegal, invalid or unenforceable for any reason, that provision shall be enforced to the maximum extent permissible, and the other provisions of this Agreement shall remain in full force and effect. Any notices under this Agreement must be in writing and delivered to the address of the applicable party shown in this Agreement or any alternative address of which the applicable party notifies the other in writing. A copy of any notice to DTCC must also be sent to GCOContractNotices@dtcc.com and to The Depository Trust & Clearing Corporation, Attention: General Counsel’s Office, 570 Washington Blvd., Jersey City, NJ 07310. This

Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. Signed copies delivered electronically will legally bind each party to the same extent as original documents.

IN WITNESS WHEREOF, the Parties, each acting under due and proper authority, have executed this Agreement as of the Effective Date.

COMPANY

DTCC

The Depository Trust & Clearing Corporation

By: _____

Name: _____

Title: _____

By: _____

Name:

Title: