

**2020 Global Legal Hackathon Competition
Official Rules**

IMPORTANT – PLEASE READ

This agreement contains a mandatory arbitration clause requiring you and Global Legal Hackathon, Inc. to resolve any dispute with one another through final and binding arbitration. By participating in the Competition, you expressly acknowledge and agree you have read and understand all terms and conditions in this Agreement, and have had the opportunity to consult with your own independent legal counsel at your own expense. The terms of this Agreement are strictly confidential, and may not be shared by you with any third party other than your own independent legal counsel.

The Global Legal Hackathon Competition (the “Competition”) is a skill competition sponsored by Global Legal Hackathon, Inc. (the “Sponsor”) for the rapid deployment of solutions for improving the legal industry world-wide. The Competition and all Participants, entries and submissions, including code, are subject to and governed by Sponsor’s Terms of Service, Privacy Policy and these Official Rules (“Rules”).

By applying to and/or participating in the Competition, you agree to these Official Rules. Please read them carefully.

- 1. Binding Agreement.** You agree that submission of an Entry in the Competition constitutes agreement to these Rules. These Rules form a binding legal agreement between you and Sponsor with respect to the Competition. Judges will choose the winning entries, and prizes will be awarded in accordance with these Rules.
- 2. Sponsor.** Global Legal Hackathon, Inc. The Competition is supported by various organizations that will host the First Round (“Hosts”).
- 3. Eligibility Criteria.** This Competition is open to residents worldwide who meet the following criteria:
 - a. Entrants must be 18 years of age or older at the time of entry. Age may be verified prior to awarding a Prize.
 - b. Entrants may not be a person residing in any country embargoed by the United States and/or subject to U.S. export controls or sanctions (including without limitation Iran, Cuba, Sudan, Syria and North Korea), or any other jurisdiction where the Competition is otherwise prohibited, licensed, restricted or taxed by applicable federal, state, territorial, provincial or local laws, rules or regulations and any other country designated by the United States Treasury's Office of Foreign Assets Control. It is your responsibility to ensure that you are legally eligible to enter the Competition and receive a Prize under any laws applicable to you in your jurisdiction of residence or otherwise.
 - c. Entrants who are employees, officers, directors, agents, representatives and their immediate families (spouse, parents, children, siblings and each of their spouses regardless where they live) or members of household of Integra, Inc., the Global Legal Blockchain

Consortium, or their respective parent companies, affiliates, and subsidiaries (the “Competition Entities”) and any individual connected with the production or distribution of this Competition are not eligible to enter or be awarded a prize.

4. Competition Period. The Competition will be conducted in two phases:

- a. First Round – First round of judging after Entries submitted at Global Legal Hackathon locations.
 - i. Depending on the First Round Competition Location you select (see Section 5 below), your First Round will take place at the dates and times set forth on the Hackathon Schedule, located at: hosthelp.globallegalhackathon.com (the “First Round Submission Period”). All First Round Competition Locations’ dates and times are reflected in their respective time zones.
- b. Second Round – Second round of judging conducted online.
 - i. Second Round begins on March 22, 2020 at 11:59 pm EST (the “Second Round Submission Period”).
- c. Third Round – Final round of judging and announcement of Final Winners in London,, United Kingdom.
 - i. Third Round begins on or around May 16, 2020 at 8:00 pm EST and ends on May 16, 2020 at 11:59 pm EST (the “Third Round Submission Period”).
- d. The Submission Periods are, collectively, the “Competition Period.”
- e. All dates and times are subject to change, in Sponsor’s sole discretion. Sponsor’s clock will be the official timekeeper for this Competition.

5. How to Enter. To enter, please follow the steps below:

- a. Teams must consist of three (3) to ten (10) individuals. Teams may not add individuals to teams for subsequent rounds. If a team is entering the Competition, they must appoint and authorize one individual (the “Team Representative”) to represent, act, and submit an Entry, on their behalf. The Team Representative will be Sponsor’s point of contact for the Competition and shall be responsible for relevant winner notification requirements set forth below. The individual team members and Representative must meet the eligibility requirements below. By submitting an Entry on behalf of a team, the Team Representative represents and warrants that he/she is the representative authorized to act on behalf of the team. Any disagreements between team members must be resolved amongst team members. Decisions will be communicated to Sponsor by Team Representative. If a decision from the team has not been reached and communicated to Sponsor by Team Representative, Sponsor has the right to make any and all decisions for the team.
- b. Prior to the Submission Period, all Participants must register for the Global Legal Hackathon by visiting www.globallegalhackathon.com, selecting the Hackathon location in which you wish to compete (“First Round Competition Location”), and providing basic contact information for you, as an Individual Entrant, or as part of a team. All members of a team must register for the Hackathon.
 - i. After you register, you will receive an email confirmation with information on the Competition and location for the First Round.

- c. Arrive at the First Round Competition Location you selected on the designated date and time set forth in the Hackathon Schedule (located at hosthelp.globallegalhackathon.com), and build and submit a solution for the legal industry ("Entry"). Some First Round Competition Locations may have shortened schedules and allow Entrants to work remotely for an additional time period, in Sponsor's sole discretion.
- d. All Entries must comply with the Entry Requirements set forth below.
- e. Limit one (1) Entry per Individual Participant and per team.
- f. The registered Individual Entrant or Team Representative who submits the Entry shall be deemed the "Entrant", "Semifinalist," "Finalist," and/or "Winner" for purposes of this Competition. Collaboration is permitted within teams, but Sponsor will not manage the collaboration or prize division. The Entry is made by, and is the sole responsibility of, the Entrant. Sponsor will correspond with and, if applicable, award the Prize to, only the Entrant.
- g. You must have all necessary rights to submit your Entry to the Competition.

There is no fee for entry and no purchase necessary. The odds of winning depend on the total number of eligible Entries. Only fully completed Entries are eligible, in Sponsor's sole discretion. All interpretations of these Rules and decisions made by Sponsor relating to the Competition are final and binding in all respects. At any time, in the sole and absolute discretion of Sponsor, Sponsor shall be entitled to disqualify an Individual Entrant or team in the event of a failure to meet relevant eligibility criteria or any other violation or suspected violation of these Rules.

6. Entry Requirements

All Entries must comply with all of the following requirements ("Entry Requirements"):

- 1. Do not include or make reference to any external data, except those specifically designated during the Competition, or those available through open sourced and public platforms.
- 2. Entries that exploit bugs in the Sponsor software, or otherwise violate the spirit of the Competition, will be rejected.
- 3. Entries that attempt to harm the Sponsor or otherwise create an unfair advantage over other entrants will be rejected.
- 4. Entries cannot be in violation of any law, regulation or third party rights.
- 5. By submitting an Entry, you warrant and represent: (a) that it is your (or your team's) original work; (b) that it has not been previously published, sold or submitted in any other competition, promotion, or contest; (c) that it has not won previous awards; and (d) that it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that it was not developed in any substantive form prior to the event, though ideation, research and material gathering are permitted.
- 6. Entries must not include information or content that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, Sponsor, or any third party.

7. Except for First Round Entries (which may be submitted in the local language), all Entry materials must be in English or, if not in English, the Entrant must provide an English translation of the Entry as well as all other materials submitted.
8. Entrant must make the Entry available free of charge and without any restriction, for testing, evaluation and use by the Sponsor and judges during the Competition Period. If the Entry includes software that runs on proprietary or third party hardware that is not widely available to the public, including software running on devices or wearable technology other than smartphones, tablets, or desktop computers, Sponsor reserves the right, at its sole discretion, to require the Entrant to provide physical access to the hardware upon request.
9. Entrants must bring or obtain whatever hardware and/or software they believe they need to participate (e.g. laptops, phones), including any necessary chargers. There will be electrical outlets available on a first come, first serve basis.
10. All information provided to register for the Competition must be true and correct. You are responsible for keeping such information up-to-date.

7. Judging Criteria and Winner Selection. Entries that fail to meet the Eligibility Criteria and the Entry Requirements by the end of the Submission Period will be deemed incomplete and, at the discretion of Sponsor, may be disqualified. Judging the eligible Entries will be divided into three stages, as described below:

All Entries in each of the Competition Rounds shall be evaluated according to objective judging criteria, available at: hosthelp.globallegalhackthon.com ("Judging Rubric").

For the First Round, the Hosts in each location will select an independent panel of judges to evaluate the eligible Entries submitted during the First Round Submission Phase. One (1) Entrant from each Hackathon location, ("Semifinalists") determined by the relevant Host and Sponsor will be chosen to advance to the Second Round of the Competition.

Between the First Round and Second Round, Semifinalists will have the opportunity to improve, add to and/or enhance their Entry for the Second Round. For the Second Round, Sponsor will select an independent panel of judges to evaluate the Semifinalists' Entries. Eight (8) to Fourteen (14) Semifinalists ("Finalists") determined by Sponsor will be chosen to advance to the Third Round of the Competition. The number of Finalists chosen to advance to the Third Round is in Sponsor's sole discretion.

Between the Second Round and Third Round, Finalists will have the opportunity to improve, add to and/or enhance their Entry for the Third and final Round. For the Third Round, Sponsor will select an independent panel of judges to evaluate the Finalists' Entries. Two (2) to Four (4) Finalists will be selected ("Winners") and awarded Prizes.

In the event of a tie, tie breaker will be resolved in favor of the Entry that was submitted first in time during the First Round of the Competition. Decisions of Sponsor are final and binding in all respects.

We reserve the right to disqualify any Entry at our sole discretion. For instance, if we believe that an Entry was submitted in bad faith, we may disqualify the Entry.

- 8. Winner Notification.** The registered Team Representative who submits the Entry shall be deemed the “Semifinalist,” “Finalist” and “Winner” for purposes of notification as set forth in this paragraph. Becoming a Semifinalist, Finalist or Winner is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. Semifinalists will be selected and notified by telephone and/or email, at Sponsor’s discretion, on or about March 09, 2020 at approximately 8:00:00 am EST. If a Semifinalist does not respond to the notification attempt within twenty-four (24) hours from the first notification attempt, then the Semifinalist may be disqualified and an alternate potential Semifinalist will be selected from among qualifying First Round entries based on the Judging Rubric described herein. Finalists will be selected and notified by telephone and/or email, at Sponsor’s discretion, on or about April 01, 2020. If a Finalist does not respond to the notification attempt within three (3) business days from the first notification attempt, then the Finalist may be disqualified and an alternate potential Finalist will be selected from among qualifying Second Round entries based on the Judging Rubric described herein. Winners will be selected and notified during the Third Round event, at Sponsor’s discretion, on or about May 16, 2020. With respect to notification by telephone, such notification will be deemed given when the potential Entrant engages in a live conversation with Sponsor or when a message is left on the potential Entrant’s voicemail service or answering machine by Sponsor, whichever occurs first. The potential Semifinalists, Finalists and Winners may be required to sign an affidavit of eligibility (which affirms that he/she has complied with these Official Rules) as well as a liability release, each of which, if issued, must be completed, signed and returned within fourteen calendar (14) days from date of issuance, or the prize will be forfeited and awarded to an alternate winner. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of Entrants. If a potential Winner is a U.S. citizen, he/she must also sign and return an IRS W-9 form, or if a foreign resident, an IRS W-8BEN form, within the stated time in order to claim a prize.

9. Prizes.

Finalist Prizes. Finalists will each be awarded travel and accommodation vouchers (in amounts to be determined and announced by Sponsor in its sole discretion prior to the Third Round) to be used toward travel for the Third Round in London, United Kingdom on May 16, 2020. Total approximate retail value (“ARV”) of these vouchers will be determined and announced prior to the Third Round.

Voucher is unlikely to cover all costs for team Finalists to travel to the Third Round in London.

Winner Prizes. The total number of winners will be determined and announced by Sponsor in its sole discretion prior to the Third Round. The types and value of prizes will be determined and announced by Sponsor in its sole discretion prior to the Third Round.

No transfer, assignment, substitution or cash equivalent for prizes is allowed, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded as described for any reason. Limit one (1) prize per

team. If an Entrant qualifies for more than one prize, the higher prize will be awarded to the Entrant and the lower prize will go to the next-ranked Entrant.

- 10. Use of Entries:** Entrant hereby grants to Sponsor a perpetual, irrevocable, worldwide, and royalty-free right and license to use, store, copy, distribute and publicly display Entrant's Entries in order to evaluate, score, advertise and promote such Entries in connection with the Competition.
- 11. General Conditions.** All federal, state, provincial, territorial and local laws and regulations apply, and the Competition is void where prohibited by law. Sponsor reserves the right to disqualify any entrant from the Competition if, in Sponsor's sole discretion, it reasonably believes that the entrant has attempted to undermine the legitimate operation of the Competition by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants or Sponsor. Sponsor reserves the right, in its sole discretion and without prior notice, to suspend or cancel any portion of the Competition or alter the Official Rules for any reason, including but not limited to alteration or corruption of the administration of the Competition by computer virus, technical problem, electronic viruses, malicious software attacks, unauthorized human intervention, systems malfunctions, failures, difficulties or other causes and unforeseeable events beyond the control of the Sponsor corrupt or affect the administration, security, fairness or proper play or conduct of the Competition. Nothing contained herein shall constitute this Competition to be an arrangement for employment, a joint venture, or a partnership.
- 12. Taxes.** The value of the prize will be taxable to the winner as income. All federal, provincial, territorial, state and local taxes and any other costs and expenses associated with the acceptance and/or use of prizes not specifically provided for in these Rules are solely the winner's responsibility. Winner is solely responsible for reporting and paying any and all applicable taxes. United States residents will have income reported to them on IRS Form 1099, as required under IRS rules and a copy of said form will be sent to the IRS. Please contact your own tax advisor for any questions concerning taxes.
- 13. Privacy.** Entrants agree that personal data submitted with an entry, including without limitation name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Sponsor and its affiliates for the purposes of conducting and administering the Competition. Sponsor may also use your personal information to send you updates and promotional materials from time to time. The information collected is subject to Sponsor's privacy policy located at <https://globallegalhackathon.com/privacy-policy/>. By participating in the Competition, you agree to Sponsor's privacy policy, as it may apply to the collection and use of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

If you are located in the European Union or other regions with laws governing data collection and use that may differ from U.S. law, please note that we may transfer information, including personal information, to a country and jurisdiction that does not have the same data protection laws as your jurisdiction, and you consent to the transfer of information to the U.S. or any other country in which Sponsor, its parent, subsidiaries, affiliates, or service providers maintain facilities and the use and

disclosure of information about you as described in Sponsor's Privacy Policy.

- 14. Publicity.** Entrant gives his/her express consent for Sponsor to use and reproduce Entrant's name, likeness and/or image without additional compensation in any medium (including, without limitation, in print, via television, via the internet, via email or in any other media now known or hereafter devised) for advertising and promotional purposes worldwide in perpetuity without compensation or notification to or permission from the Entrant of any kind, except as prohibited by law. Entrant grants permission to The Global Legal Hackathon to post information about my hackathon project, photo, video, or other media item, hereinafter referred to as "Materials," to and for The Global Legal Hackathon website, Twitter account, LinkedIn, and any other media outlets featuring articles related to the Global Legal Hackathon.

Entrant releases you, your representative, employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of said "Materials", including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights.

- 15. Disclaimer and Limitation of Liability.** THE COMPETITION MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE COMPETITION MATERIALS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SPONSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE COMPETITION PARTIES (AS DEFINED IN THE OFFICIAL RULES) (JOINTLY) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND YOUR PARTICIPATION IN THE COMPETITION EXCEED \$10. EACH PROVISION OF THIS AGREEMENT AND THE COMPETITION RULES THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE TERMS OFFERED BY SPONSOR TO PARTICIPANT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS AGREEMENT AND THE COMPETITION RULES WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT OR THE COMPETITION RULES.

- 16. Warranty and Indemnity.** You warrant that your Entry is your own original work and, as such, you are the sole and exclusive owner and rights holder of the submitted Entry and that you have the right to submit the Entry in the Competition and grant all required licenses. To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Sponsor, its affiliates and the Competition Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from: (i) any Entry, algorithm, or other material uploaded or otherwise provided

by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by you in connection with the Competition; (iii) any non-compliance and breach by you of these Rules and the representations and warranties set forth herein; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to your involvement with the Competition; (v) acceptance, possession, misuse or use of any prize or participation in any Competition-related activity or participation in the Competition, including but not limited to statutory and common law claims for misappropriation or right of publicity; (vi) any malfunction or other problem with the Competition web site in relation to the entry and participation in the Competition by you; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the Entry and your participation in the Competition; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to your entry and participation in the Competition.

17. Arbitration. Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Sponsor and limits the manner in which you can seek relief from Sponsor. Except for small claims disputes in which you or Sponsor seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Sponsor seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and Sponsor waive your rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Competition resolved in court. Instead, all disputes arising out of or relating to this Agreement or the Competition will be resolved through confidential binding arbitration held in Denver, Colorado in accordance with the Streamlined Arbitration Rules and Procedures ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"), which are available on the JAMS website and hereby incorporated by reference. You acknowledge and agree that you have read and understand the rules of JAMS or waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

You and Sponsor agree that any dispute arising out of or related to this Agreement or the Competition is personal to you and Sponsor and that any dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding.

You and Sponsor agree that this Agreement affects interstate commerce and that the enforceability of this section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by this Agreement. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and Sponsor agree that for any arbitration you

initiate, you will pay the filing fee and Sponsor will pay the remaining JAMS fees and costs. For any arbitration initiated by Sponsor, Sponsor will pay all JAMS fees and costs. You and Sponsor agree that the state or federal courts of the State of Colorado and the United States sitting in Denver, Colorado have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COMPETITION MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND SPONSOR WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

18. Governing Law. These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Colorado, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of Colorado and the United States, respectively, sitting in Denver, Colorado, except to the extent prohibited by applicable local law.

19. Winners List. For a list of winners, email info@globallegalhackthon.com Requests must be received by May 31st, 2020.