

Declaration of Confidentiality

By the acceptance of Terms and Conditions of Hackathon 2025, each of the Applicants and Participants (hereinafter: "**Declarant**") also accepts and be bound by the terms stipulated in this Declaration of Confidentiality declared before and for the favor of

xfb Analytics Korlátolt Felelősségű Társaság

Head office: 2083 Solymár, Kápolna utca 15., Hungary

Company registration no.: 13-09-198374

- hereinafter referred to as "**Secret Owner**" / "**Company**"

The Company and the Declarant hereinafter referred together as "Parties.

(A) This declaration (hereinafter: "Declaration") is made by the Declarant for the purpose of participating in the Football Analytics Hackathon 2025 Event (hereinafter referred to as "Event")

- **to declare the full acceptance and acknowledgment of Privacy Policy of Hackathon 2025 and the Terms and Conditions of Hackathon 2025 issued by the Company,**
- **to ensure access provided by the Company**
 - o **to Hackathon Site/Sites maintained by the Company,**
 - o **to CUBE data analytics platform owned by the Company,**
 - o **to the following football related databases: CSV files with market values of players (provided by Transfermarkt), data files exported from CUBE platform****exclusively for participating in the Event and solely for the timeframe of the Event.**

(B) Declarant acknowledges that he/she is not entitled to use any Confidential Information as defined below and falls under the scope of this Confidentiality Declaration for purposes other than specified in point (A) above.

1. The Parties set forth that the Company makes available these access information and databases and CUBE data analytics platform to the Declarant, which are classified as confidential information. The Declarant acknowledges that any data, fact, solution, methodology, information, procedure, know-how etc. handed over by the Company in particular, but not exclusively either orally or in writing, or using other means shall be deemed confidential (hereinafter: "**Confidential Information**") unless explicitly provided otherwise and shall fall under the scope of this Declaration.

2. Confidential Information may be handed over, in particular and among others, using the means below:

a) By email (permission and access information),

B) By online available, but private databases and CUBE platform (upon permitted access),

b) By written documentation or visual presentation.

3. The Declarant accepts that any information (especially the content of databases and access of databases and CUBE platform, and every know-how) provided by the Company shall be classified and handled as copyright, business secret and/or personal data in accordance with the relevant contents of the Confidential Information meet the legislative requirements applicable to such special copyright/secret/data or if the Company concerned as Secret Owner qualifies the same as such.

4. The following shall not be deemed Confidential Information and the Declarant's obligation of confidentiality shall not include the information below:

a) Information that is or is brought in the public domain, provided that its disclosure has not occurred due to the infringement of this Declaration:

b) Information lawfully obtained by the Declarant prior to their handover by the Company, except information in respect of which the Declarant is otherwise bound by a confidentiality obligation;

c) Data, facts and other information the Declarant is obliged to make available as required by a legislative provision, a court or official order.

5. The Declarant ensures the confidential and secret handing of Confidential Information - in this scope, in particular, the Declarant undertakes the following:

a) In lack of the prior written consent of the Company or the Secret Owner concerned, it shall not hand over, render accessible to a third person, for any purpose whatsoever the Confidential Information received and shall be responsible for any damage demonstrably arising from the infringement of such obligation, irrespective of the third person committing the omission;

b) Declarant acknowledges that any misuse of Confidential Information this Declaration concerns shall be deemed a serious breach of the Terms and Conditions of Hackathon 2024 and this Declaration or a serious infringement in other cases, also including omissions or misuse by any person acting on behalf of the Declarant, and the Company is entitled to apply the relevant legal consequences;

c) Declarant only processes Confidential Information it obtains in the course of the legal relationship defined in point (A) only in Hungary, or, upon the prior, special consent of the Company or the Secret Owner concerned, also designating the scope of data and the purpose of data processing, in the Member States of the European Union or in the geographic territory of another state that is a party to the Agreement on the European Economic Area (EEA);

d) Declarant uses or refers to the fact and the contents of any relationship existing between the Company and the Declarant only upon the prior written consent of the Company or the Secret Owner.

e) The Declarant shall be responsible for the conduct of persons acting on his/her behalf under any legal title, also including the confidentiality obligation set out in the Declaration as if the Declarant had acted himself/herself.

6. The Declarant shall not prepare copies of Confidential Information made available in any form and shall immediately return or destroy the same provided by the Company upon a written request made by the Company if the legal titles and purposes set out in this Declaration cease, irretrievably erase the data electronically stored on the devices in its possession, and prepare minutes on such erasure (recording at least the following: the date

of taking the minutes of erasure, the identification of the person performing the erasure, the start and end date and time of the erasure procedure, the title and version number of the software used for the erasure, hardware specification and hard drive data (e.g. size and serial number) of the computer used for completing the erasure, the result of erasure). The erasure of data shall comply with the DoD standard at all times (the data erasure requirements set out in the "DoD 5220.22-M" standard), that is, any retrieval of hardware and software data shall be rendered impossible. Upon the returning of data, the Declarant shall use the secure communication channel possibly designated by the Company.

7. The Declarant acknowledges that if it requires access to the CUBE Platform of the Company in order to help the Declarant participation in Football Analytics Hackathon 2024, such access is possible only following the execution of this Confidentiality Declaration.

8. Upon the infringement of the obligations set out in this Declaration, also including the infringement of the confidentiality obligation by any person acting on behalf of the Declarant, the Declarant shall pay liquidated damages equivalent to HUF 1,000,000, in words: one million forints, on each occasion of such an infringement occurring. Any natural person shall be deemed as acting on behalf of the Declarant who uses – without prior written consent of the Company - the access information provided to the Declarant.

9. In addition to asserting liquidated damages, the Company retains the right to also claim comprehensive damages in respect of all the adverse consequences caused by such breach of secrecy.

10. If the Declarant obtains or has access to the data and/or Confidential Information originating from or held with the Company, the obligations set out herein shall be fully applicable to the processing, the storage, the erasure and the destruction of such data and Confidential Information.

11. This Declaration shall be governed by Hungarian law and ordinary Hungarian courts shall have exclusive jurisdiction regarding claims arising from this Declaration.

12. By signing this Declaration, the Declarant accepts all the terms hereof and that it shall be bound by the obligation of confidentiality without any time restrictions.

February 28, 2025