

Boot Camp Participation Agreement

This Agreement is made and entered into as of the date of the participant's registration between First Bank of Nigeria Limited (the "Bank") and the Participant registering for the boot camp (the "Participant or They").

1. Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Participant will participate in the FirstBank Fintech Summit Boot Camp (the "Boot Camp") organized by the Bank. The Boot Camp aims to provide training and development to participants, encouraging innovative thinking and the creation of new ideas.

2. Participation

By registering for the Boot Camp, the Participant agrees to actively participate in all activities, assignments, and sessions as organized by the Bank. The Participant agrees to adhere to the Boot Camp's guidelines, rules, and schedules as provided by the Bank.

This agreement will come into effect upon the commencement of the Boot Camp until same is concluded.

3. Intellectual Property

The Participant acknowledges that during the course of the Boot Camp, they may share or present ideas, concepts, suggestions, and proposals (collectively, "Ideas") with the Bank or fellow participants.

The Participant agrees that any Ideas shared during the Boot Camp may be freely discussed, developed, and expanded upon by the Bank or other participants.

The Participant acknowledges and agrees that the Bank will not be under any obligation to treat any Ideas as proprietary or confidential.

The Participant grants the Bank an exclusive, royalty-free license to use, reproduce, modify, and develop any Ideas shared during the Boot Camp, for the purposes of innovation and internal development.

The participant agrees and acknowledges that all copyright and all other proprietary rights in all computer programs, documentation and other materials as well as in any idea, method, invention, discovery, design, concept, any Deliverable or other work ("**Works**") arising from the participant's participation in the Boot Camp shall belong to FirstBank.

At the request and expense of FirstBank, the Participant shall do all such things and sign all documents reasonably necessary to enable FirstBank to obtain and/or register all such rights in the Works.

4. Waiver of Claims

The Participant acknowledges that the Bank is in the business of developing and commercializing various financial products, services, and technologies. The Participant agrees that:

The Bank may independently develop ideas, products, or services that may be identical or similar to those shared by the Participant during the Boot Camp.

The Participant agrees that they shall have no claim or right to any financial or other compensation if the Bank implements or commercializes an idea similar to the one shared by the Participant during the Boot Camp. Provided that the Bank shall not be responsible for 3rd party further circulation or use of ideas similar to ideas, images or materials shared by the Participant at the Bootcamp. The Bank is equally not responsible for the recall of ideas, images and/or materials shared or circulated during/after the Bootcamp or subsequently on 3rd Party platforms.

The Participant expressly waives any right to bring a claim, lawsuit, or legal action against the Bank for any alleged use, implementation, or commercialization of the Participant's Ideas in the future.

The Participant shall indemnify FirstBank against any loss, damage, costs, expenses, claims (whether or not in context of litigation) and any adverse consequence of whatever nature (including legal-related costs), FirstBank may incur as a result of any third-party claim that any prototype innovative solutions, software or materials and/or any Product, provided by the Participant in the Boot Camp, infringes any copyright or intellectual property rights belonging to or to which such third-party has acquired an interest

This Clause 4 survives the termination of this Agreement and the Boot Camp for any reason.

5. Confidentiality

a. While the Bank does not treat Ideas presented in the Boot Camp as confidential, the Participant agrees to respect the confidentiality of any proprietary information, intellectual property, or business strategies shared by the Bank or other participants during the Boot Camp.

b. During the course and overall participation in the Boot Camp, the Participant may be given access to information (in hard copy, verbal and/or electronic form) that relates to the Bank's past, present and future research, development, business activities, customers, clients or employees, finances, products, services and technical knowledge and which is either marked as confidential or which by its nature should reasonably be understood to be confidential ("**Confidential Information**").

c. Confidential Information in whatever form or media stored or retained, derived from the activities, experience or performance of the Boot Camp constitutes valuable and proprietary property of the Bank. The Participant agrees that the Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to any third party in any manner whatsoever, including by means of photocopy or reproduction or electronic media without the prior written consent/approval of the Bank whose Confidential Information is sought to be disclosed.

d. The term "Confidential Information" shall not include information which:

- i. is or becomes common knowledge in any way without breach of this Agreement by the Receiving Party; or
- ii. the Receiving Party can show what is in its possession or known to it, without any confidentiality obligation prior to receipt pursuant to this Agreement from the disclosing Party; or
- iii. which is hereafter disclosed or made available to the Receiving Party from a source other than the Disclosing Party without breach by the receiving Party or such source of any obligation of confidentiality;

e. The obligation not to disclose Confidential Information shall not apply to information required to be disclosed by a subpoena or other validly issued administrative or regulatory order, judicial process or order demanding Confidential Information of the Participant.

6. No Employment or Partnership

Participation in the Boot Camp does not create any employment, partnership, or joint venture relationship between the Participant and the Bank. The Participant acknowledges that their participation in the Boot Camp is strictly voluntary and for the purpose of personal and professional development.

7. Limitation of Liability

The Bank shall not be liable for any damages, losses, or claims arising out of or in connection with the Participant's participation in the Boot Camp, including but not limited to the sharing of Ideas and the implementation of such Ideas by the Bank.

The Bank reserves the right to select, reject, or implement any ideas, prototypes, or solutions generated during the program without any obligation or liability to the participant.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nigeria . Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in Nigeria.

9. Assignment:

The Participant's rights, benefits and/or obligations under this Agreement may not be assigned, novated or transferred (as appropriate) to any other party without FirstBank's prior written consent.

10. Termination;

FirstBank may at any time, without cause and with no liability terminate this Agreement by giving fifteen (15) days written notice of termination to the Participant.

11. Entire Agreement

This Agreement constitutes the entire understanding between the Bank and the Participant regarding participation in the Boot Camp and supersedes all prior agreements, understandings, and communications, whether written or oral.

12. Compliance with Data Protection Laws

The Participant undertakes to comply with the data protection laws, regulations and implementation framework (including but not limited to the Nigeria Data Protection Regulation 2019 and the Nigeria Data Protection Act 2023) in force in the Federal Republic of Nigeria in the processing of personal data and other relevant data obtained in the course of the performance of their respective obligations during the Boot Camp.

13. Amendments

The Bank reserves the right to amend or modify these terms and conditions at any time, with such amendments taking effect upon notification to the Participant.

By registering for the Boot Camp, the Participant agrees to these terms and conditions.

Participant Signature: _____

Date: _____

