

**THE ESTÉE LAUDER COMPANIES
HACKATHON CONFIDENTIALITY, RELEASE AND WAIVER FORM**

The individual (“Participant”) participating in the ELC Virtual Hackathon taking place between September 8, 2020 and October 8, 2020 (“Hackathon”) organized by The Estée Lauder Companies Inc. (“ELC”) agree to the terms and conditions of this Confidentiality, Release and Waiver Form (“Form”).

I. CONFIDENTIALITY

- 1. STATEMENT OF PURPOSE.** Participant agrees to the confidentiality obligations set forth herein in connection with Participant’s participation in Hackathon (“Purpose”).
- 2. CONFIDENTIAL INFORMATION.** Participant understands and agrees that, as part of Participant’s participation in Hackathon, Participant may be furnished with or otherwise have access to information, whether disclosed in writing, orally or by other means, that ELC and its subsidiaries or affiliates consider to be confidential, which may include, but is not limited to, ELC’s and its subsidiaries’ or affiliates’ database and network, personally identifiable information, customer information, credit card information, business, financial and technical information, developmental and manufacturing processes and procedures, plans, research, existing and future product information, samples, prototypes, test methods, raw material information, chemical compositions, equipment, designs, data, computer programs and software (including source and object code), customer and prospect lists, algorithms, trade names or proposed trade names, ideas, concepts, flow charts, diagrams, devices, inventions, formulae, patterns, vendor information, equipment, reports, forecasts, prices, cost and personnel data, designs, methods, techniques, drawings, trade secrets, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (collectively, the “CI”).
- 3. USE OF AND DUTY TO PROTECT CONFIDENTIAL INFORMATION.** Participant agrees to use the CI only for the Purpose and to secure, protect and maintain the confidentiality of the CI of ELC. Participant shall not use CI except as necessary for the Purpose and shall not sell, transfer, publish, disclose, or otherwise use or make available any portion of CI to third parties. Participant’s confidentiality and non-use obligations hereunder shall continue indefinitely.
- 4. RIGHT TO NOTICE.** In the event that Participant: (a) receives a request to release CI in accordance with applicable law, pursuant to a duly authorized subpoena, court order or government authority; or (b) wishes to disclose CI in order to permit Participant to prosecute or defend any claim hereunder; Participant shall provide ELC with prompt written notice of (a) and/or (b) in order to permit ELC to seek a protective order or other appropriate remedy protecting its CI from disclosure and Participant shall limit the release of the CI to the greatest extent possible under the circumstances.
- 5. OWNERSHIP; NO LICENSE.** CI disclosed to Participant is and shall remain the exclusive property of ELC. No license or other right under any patent, trademark, copyright or other proprietary or intellectual property right is implied or granted hereunder.
- 6. OBLIGATION TO RETURN CONFIDENTIAL INFORMATION.** As soon as reasonably practicable upon receipt of a written request from ELC (but in no event longer than five (5) days from receipt of such request), Participant must deliver to ELC all tangible materials containing or embodying the CI.
- 7. INJUNCTIVE RELIEF.** Participant agrees that if Participant should breach or threaten to breach the confidentiality obligations hereunder, in addition to any other remedies it may have at law or in equity, ELC will be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce the provisions hereof. Participant specifically acknowledges that money damages alone would

be an inadequate remedy for the injuries and damages that would be suffered or incurred by ELC as a result of a breach of any of the provisions hereof. In the event that ELC should seek such relief, Participant hereby waives any requirement for the submission of proof of the economic value of any CI or the posting of a bond or any other security. Participant shall notify ELC immediately upon discovery of any unauthorized use or disclosure of CI or any other breach hereof by Participant and will cooperate with ELC in every reasonable way to help ELC regain possession of the CI and prevent its further unauthorized use or disclosure.

II. WAIVER AND RELEASE

1. HACKATHON PARTICIPATION. Participant agrees to actively participate in the Hackathon and Participant understands and acknowledges that his/her participation in the Hackathon is completely voluntary. Participant also understands that he/she will not be compensated for participating in the Hackathon.

2. PHOTOGRAPHS AND VIDEOS.

2.1 *Grant.* Participant hereby grants to ELC and its affiliated companies, successors, assigns, principals, representatives and those acting pursuant to its permission or upon its authority, the right in perpetuity to use, to publish, or to distribute pictures or other likenesses of the Participant in which the Participant may be included, in whole or in part (photographs, portraits, drawings, film or video footage, composite or otherwise), as well as the Participant's name throughout the world for internal training and publication in brand and corporate social media and public relations materials.

2.2 *Waiver and Release.* Participant waives any right to inspect or approve any picture or likeness so used or the copy used in connection therewith, or the use to which it is applied. Participant releases and discharges ELC and those acting pursuant to its permission or upon its authority from any liability resulting from the production, reproduction or use hereunder of the Participant's picture, or likeness, including any liability for any distortion, optical illusion, alteration or other circumstance that may occur or be produced in connection therewith.

2.3 *Consideration.* Participant understands and agrees that no consideration or compensation is payable by ELC to the Participant and that above-mentioned use or publication of the Participant's pictures or likeness is made by ELC in reliance upon the Participant signing this Form.

3. INTELLECTUAL PROPERTY RIGHTS. As between ELC and Participant, by registering, consenting to the terms of the Hackathon, and submitting any work product as part of the Hackathon ("Submission"), the Participant agrees and acknowledges that ELC shall retain ownership of all intellectual and industrial property rights in and to the Submission created during the Hackathon. Participant hereby waives any so called "moral rights" or "droit morale" in connection with the Submission. All Submissions are and shall be "works-made-for-hire" for ELC as that term is defined in Section 101 of the U.S. Copyright Code. To the extent that the Submissions cannot be deemed "works-made-for-hire", Participant hereby makes all assignments necessary to accomplish the foregoing ownership. Participant shall retain all rights to ownership or technology, information, or products developed prior to the Hackathon ("Pre-Existing Works"). To the extent that Pre-Existing Works interact or operate with the Submission, Participant shall grant ELC, its affiliates, and the affiliates' agents and third party contractors, without additional consideration, a perpetual, irrevocable, non-exclusive, world-wide, royalty-free license to use such Pre-Existing Works in connection with the Submission and to enhance, modify, adapt and/or create and use derivative works of the same. Participant agrees that by submitting the Submission to the Hackathon, ELC reserves the right to sublicense, to discuss, publicize, market and otherwise display content derived from or relating to the Submission, and to distribute and use such Submission. Participant understands and agrees that Participant will not receive any compensation or credit for use of the Submission. By

submitting the Submission, Participant represents and warrants the following: (a) Participant will not submit content that is copyrighted, protected by trade secret or otherwise subject to third party intellectual property rights or other proprietary rights, including privacy and publicity rights, unless Participant is the owner of such rights or have permission from their rightful owner to post the content and to grant ELC all of the rights granted herein; (b) Participant will not publish falsehoods or misrepresentations that could damage ELC, or any third party; (c) Participant will not submit content that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or destructive to ELC's brand image or goodwill; and (d) the content submitted by Participant does not contain any viruses, Trojan horses, worms or other disabling devices or harmful code.

4. GENERAL RELEASE AND WAIVER. Participant, on behalf of himself/herself, his/her personal representatives, heirs, assigns and next-of-kin, hereby releases, waives, forever discharges, indemnifies and covenants not to sue ELC, its predecessors, subsidiaries and affiliates, together with each of those entities' respective past and present officers, directors, partners, shareholders, employees, and agents, for any and all loss, damages, claim, demand, action or right of action, arising from or by any reason resulting or to result from participation in the Hackathon.

III. GENERAL

1. NO PARTNERSHIP; NO OBLIGATION. Neither Participant's signing this Form nor Participant's participation in Hackathon shall create a partnership, joint venture, employment or other legal or business relationship between ELC and Participant; nor does it create or imply any obligation to enter into such a relationship.

2. WAIVER. No delay or omission in exercising any right by ELC hereunder will operate as a waiver of that or any other right. Any such waiver must be in writing. A waiver or consent given on one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

3. CHOICE OF LAW AND FORUM. This Form shall be governed by the laws of the State of New York, as applied to agreements entered into wholly in New York between residents of New York. Any action instituted by either Party arising out of this Form shall only be brought, tried and resolved in the state and federal courts of the State of New York, County of New York. Participant consents to exclusive jurisdiction and venue in the courts of New York City, New York for all disputes arising hereunder.

4. SEVERABILITY. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

5. SURVIVAL. This Form shall survive execution of any other agreement between ELC and Participant unless otherwise expressly agreed in writing.

6. HEADINGS. Headings are intended for reference only and shall have no effect on the meaning of any provision of this Form.