

## **AD VENTURE 2025-2026 NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("NDA") is entered into by

European Association of Communications Agencies (hereinafter referred to as EACA), on behalf of the European Institute for Commercial Communications Education (edcom), – organiser of the 2025-2026 edcom Ad Venture Student Competition in partnership with Kraft Heinz ("Disclosing Party").

Address: Rue Defacqz 78, 1060 Bruxelles, Belgium

And refers to and applies to all edcom members, as per the document in *annex 1*, who are taking part in the 2025–2026 EdCom Ad Venture student competition, organised in partnership with Kraft Heinz.

From hereinafter, the “Receiving Party” refers to the students, Jurors and academics involved in the organisation and/or unfolding of the 2025-2026 edcom Ad Venture student competition.

Collectively referred to as "the Parties."

### **Purpose of Disclosure:**

The Disclosing Party intends to share certain confidential and proprietary information (the Ad Venture 2025-2026 "Brief") with the Receiving Party for the sole purpose of participating in the 2025-2026 edcom Ad Venture Student Competition.

### **Confidential Information:**

"Confidential Information" shall mean any and all information provided by the Disclosing Party, including but not limited to the 2025-2026 edcom Ad Venture Student Competition's brief, rules, guidelines, judging criteria, or any other information related to the 2025-2026 edcom Ad Venture Student Competition.

### **Non-Disclosure Obligation:**

The Receiving Party agrees that it shall: (a) use any Confidential Information strictly for the Purpose; (b) not disclose any Confidential Information to anyone except those of its employees, officers, directors, partners, agents, consultants, attorneys, or other professional advisors, students and professors (collectively, the “Representatives”; (c) exercise reasonable security measures to protect the

confidentiality of the Confidential Information and treat all of the Confidential Information with the same degree of protection and care as the Receiving Party accords its own confidential information but no less than reasonable care; and (d) not use or make copies of the Confidential Information, except to the extent necessary to fulfil its obligations under this Agreement and in accordance with the Purpose. The Receiving Party shall be responsible for any unauthorised disclosure or use of the Confidential Information by its Representatives.

**Use Limitations:**

The Receiving Party shall use the Confidential Information only for the purpose of preparing and participating in the 2025-2026 edcom Ad Venture Student Competition. Any other use of the Confidential Information is strictly prohibited without the prior written consent of the Disclosing Party.

**No Rights Granted:**

Nothing in this NDA shall be construed as granting any rights, by license or otherwise, to the Receiving Party under any patent, trademark, copyright, or other intellectual property rights of the Disclosing Party.

**Return or Destruction of Information:**

At the conclusion of the 2025-2026 edcom Ad Venture Student Competition, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of the Confidential Information.

**Term:**

The Parties' duty to protect the Confidential Information shall last for five (5) years from the Effective Date of this Agreement. Either Party may terminate this Agreement with thirty (30) days' prior written notice. The expiration or termination of this Agreement shall not relieve the Receiving Party of its obligations to protect the Confidential Information disclosed until the end of the confidentiality period.

**Governing Law:**

This NDA shall be governed by and construed in accordance with the Belgian law.

IN WITNESS WHEREOF, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.