

To: The Hong Kong Housing Authority

Smart QS Hackathon 2026

NON-DISCLOSURE AGREEMENT

I, the undersigned Participant(s) (hereinafter “the Participant” or “We”)

agreed that:

- 1 We shall treat as proprietary and confidential all information, drawings, specifications, documents, contracts, design materials and all other data (including without limitation any personal particulars records and Personal Data (as defined in the Personal Data (Privacy) Ordinance (Cap. 486)) and materials of any nature (in or on whatever media)) which the Hong Kong Housing Authority has for the purposes of or in the course of participating in the Smart QS Hackathon 2026 (hereinafter referred to as “the Hackathon”) supplied made available or communicated to the Participant or which is otherwise accessible to the Participant in the course of our participation in this Hackathon provided that this Non-disclosure Agreement shall not extend to any information which was rightfully in the possession of the Participant prior to the commencement of the negotiations leading to this Hackathon or which is already in the public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Non-disclosure Agreement)
2. We shall indemnify and keep the Hong Kong Housing Authority its employees and authorised persons fully and effectively indemnified against all action, damages costs, claims, demands, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses) and any awards and costs which may be agreed to be paid in settlement of any proceedings and liabilities of whatsoever nature arising from or incurred by reason of any actions and/or claims made in respect of information which would not have arisen but for the negligence or omission of the Participant, any of our employees, sub-contractors, consultants, or agents (or any one acting on our behalf) in connection with this Non-disclosure Agreement and/or this Hackathon.
3. We hereby agree that we will only disclose the Confidential Information to the person who are authorized in this Non-disclosure Agreement (hereinafter referred

to as “the Authorized Persons”) and use the Confidential Information solely for the purposes of participating in this Hackathon and that we will not, at any time before during or after the completion of this Hackathon (howsoever occasioned):

- (a) disclose or divulge the same or allow the same to be disclosed or divulged whether directly or indirectly, to any third party; or
- (b) use or allow to be used the same for any other purposes

without the Hong Kong Housing Authority’s prior written consent and shall use our best endeavours to prevent any such disclosure thereof.

- 4. We undertake to take all such security measures for the protection of the information, documentation and materials which we are obliged by this Non-disclosure Agreement to keep secret and treat as confidential as we take for the protection of its own confidential or proprietary information, documentation and materials.
- 5. We shall ensure that each of our employees, agents, associates, sub-contractors, consultants and any other persons engaged in any work in connection with this Hackathon are aware of and comply with the provisions of this Non-disclosure Agreement and the Official Secrets Ordinance (Cap. 521) and we shall indemnify and keep the Hong Kong Housing Authority fully and effectively indemnified against all costs, claims, demands, expenses (including without limitation the fees and disbursements of lawyers, agents and expert witnesses), loss, damage and liabilities which the Hong Kong Housing Authority may suffer, incur or sustain as a result of any breach of confidence by the Participant or any such persons.
- 6. We undertake, if so requested by the Hong Kong Housing Authority, to sign the Hong Kong Housing Authority’s separate confidentiality agreement in a form prescribed by the Hong Kong Housing Authority and to procure each of our employees, agents, associates, sub-contractors, consultants and any other persons engaged in any work in connection with this Hackathon to whom any confidential information requires to be disclosed to do so. Copies of such agreements shall be provided to the Hong Kong Housing Authority within three (3) days from the date of execution of the agreements.
- 7. We further agree that we will not at all times ourselves or through any subsidiary

or agent use, sell, license, sub-license, create, develop or otherwise deal in any confidential information supplied to us by the Hong Kong Housing Authority or obtained while performing this Hackathon.

8. We shall promptly notify the Hong Kong Housing Authority and give the Hong Kong Housing Authority all reasonable assistance in connection with any proceedings which the Hong Kong Housing Authority may institute against any such persons pursuant to any of the provisions in this Non-disclosure Agreement.
9. We acknowledge that any unauthorized disclosure or use of the confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, we agree that the Hong Kong Housing Authority will have the right to obtain an immediate injunction prohibiting any breach of this Non-disclosure Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
10. We acknowledge and agree that all rights, title and interest in the Confidential Information remain in the Hong Kong Housing Authority. No license, whether express or implied in the Confidential Information is granted to us other than to use the Confidential Information in the manner and to the extent authorized by this Non-disclosure Agreement.
11. We shall at the request of the Hong Kong Housing Authority promptly:
 - (a) deliver or cause to be delivered to the Hong Kong Housing Authority all papers, documents, tapes, photographic material, test prints and other material of whatsoever kind containing the Confidential Information or any specified part thereof supplied to it together with any copies or extracts thereof or record in writing or otherwise of orally transmitted Confidential Information which have been made (whether or not in breach of this Non-disclosure Agreement);
 - (b) deliver or cause to be delivered to the Hong Kong Housing Authority any prototypes, model, samples and devices forming part of the Confidential Information; and

- (c) delete electronic copies of all documents or other materials which contain the Confidential Information in the possession, custody or control of us.

We shall procure the Authorized Persons to do the same as provided in this clause if any of the above materials is in the possession of any of them.

12. The provisions of this Non-disclosure Agreement herein shall survive the expiry, completion of this Hackathon (howsoever occasioned) and shall continue in full force and effect notwithstanding such expiry or completion.

Signature

*(**ALL participating team members** must sign below to confirm individual acknowledgment and acceptance of the terms of this Non-disclosure Agreement.)*

By signing below, We/I confirm that we/I have read, understood, and agree to comply with the terms of this Non-disclosure Agreement:

Full Name	HKID	Signature	Date