

## LG NOVA'S MISSION FOR THE FUTURE 2022 RULES, TERMS AND CONDITIONS

**Last Updated Date: August 26, 2022**

Thank you for your interest in LG NOVA's Mission for the Future 2022, sponsored by the LG NOVA innovation center, a business unit of Zenith Electronics, LLC ("**LG NOVA**").

LG NOVA's Mission for the Future 2022 program (the "**MFTF**") includes two phases -- the Mission for the Future 2022 Search (the "**MFTF Search**") and the LG NOVA incubation program (the "**LG NOVA Program**").

These Mission for the Future 2022 rules, terms, and conditions (the "**Agreement**") constitute a legally binding agreement between you ("**you**" "**your**" or "**Company**") and LG NOVA and establish the legal terms, conditions and rules that apply to the different phases of the MFTF. This Agreement incorporates by reference the supplementary guidance we make available about the MFTF on the LG NOVA MFTF Website <https://www.lgnova.com/missionforthefuture2022> and the LG NOVA MFTF Apply Page (<https://www.f6s.com/lgnova-mission2022/apply>) (collectively, the "**Search Guidance**").

Section I of this Agreement (the "**MFTF Rules and Terms**") governs your application to and participation in the MFTF. Sections II of this Agreement provides additional terms applicable to those parties who are Qualifiers (as defined herein) under the second phase and participation in the LG NOVA Program. Section III of this Agreement governs any disputes that may arise hereunder. If you are not selected as a Qualifier, Section II does not apply to you or the entity or team you represent.

Please read all components of this Agreement carefully as each contains important information. This Agreement shall be deemed to be effective only upon your completion and submission of the registration to the LG NOVA MFTF, including, but not limited to, reviewing this Agreement and acknowledging your agreement to the terms and conditions of this Agreement by clicking "I Agree" or "I Accept" at the end of the registration process (the "**Effective Date**").

BY CLICKING ON "I AGREE" OR "I ACCEPT" BUTTON IN CONNECTION WITH THE MFTF, COMPLETING THE REGISTRATION PROCESS FOR THE MFTF, OR SUBMITTING AN APPLICATION TO PARTICIPATE IN THE MFTF (AN "**ENTRY**"), YOU (A) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE MFTF; (B) HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE SEARCH GUIDANCE; AND (C) AGREE TO BE BOUND BY ANY DECISIONS MADE BY OR ON BEHALF OF LG NOVA AND THE MFTF JUDGES ("**JUDGES**") WITH RESPECT TO YOUR ENTRY. THE INDIVIDUAL SUBMITTING AN ENTRY AND ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND, IF THEY ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEY HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND THAT ENTITY.

PLEASE BE AWARE THAT SECTION III OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND LG NOVA. AMONG OTHER THINGS, SECTION III OF THIS AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND LG NOVA SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. PLEASE READ SECTION III OF THIS AGREEMENT CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS FROM THE EFFECTIVE DATE: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST LG NOVA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; (2) YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (3) YOU WAIVE, THE RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

YOU ARE FREE TO REJECT THIS AGREEMENT, BUT IF YOU DO NOT ACCEPT ALL OF THE

PROVISIONS OF THIS AGREEMENT, THEN YOU MAY NOT SUBMIT AN ENTRY OR OTHERWISE PARTICIPATE IN THE MFTF.

Should there be any conflict between any provision of Section I or Section II (if you are selected to participate in the LG NOVA Program) and any provision in the Search Guidance or any supplemental terms that may be presented to you for your review and acceptance in connection with the MFTF, the order of precedence will be as follows: (a) the applicable Section of this Agreement, (b) the Search Guidance, and then (c) any supplemental terms that you have accepted.

If you have any questions, including with respect to any matters not expressly addressed in this Agreement or the Search Guidance, please contact LG NOVA at <https://www.lgnova.com/mission22/contact>. You acknowledge and agree that LG NOVA has the sole authority and discretion to resolve any disputes, ambiguities or conflicts relating to this Agreement, the Search Guidance, or any matter relating to the MFTF and that LG NOVA's decision with respect to any such dispute shall be final and unchallengeable and no correspondence or discussion shall be entered into, comment issued, or reason given in respect of any decision made by LG NOVA.

## Section I: MFTF RULES AND TERMS

### A. RULES

#### 1. The MFTF and MFTF Search

- a. MFTF Sites; Entry Materials. For the most current information about the MFTF, please check the LG NOVA MFTF Website regularly (<https://www.lgnova.com/missionforthefuture2022>). To participate in the MFTF, you will need to submit your Entry and other materials needed to support your Entry (collectively, the "**Entry Materials**") via the LG NOVA MFTF Apply Page (<https://www.f6s.com/lgnova-mission2022/apply>). The LG NOVA MFTF Website and the LG NOVA MFTF Apply Page are collectively referred to herein as the "**MFTF Sites**." Your Entry Materials include all materials you submit to LG NOVA as part of the application process, but not any materials you may submit during your participation in the LG NOVA Program (if you are elected as a Qualifier and choose to participate in accordance with Section I(A)(5)).
- b. Dates and Deadlines. The LG NOVA Mission for the Future 2022 MFTF Search starts on September 1, 2022, 12:00 AM Pacific Standard Time. All Entries must be received electronically as indicated on the MFTF Sites by 11:59pm Pacific on October 6, 2022, unless extended by LG NOVA. Late Entries will not be considered. Dates and times are subject to change.
- c. Changes. LG NOVA reserves the right to cancel, change or suspend the MFTF for any reason, including cheating, technology failure, catastrophe, epidemics or pandemics, war or any other unforeseen or unexpected event that affects the integrity of the MFTF. If the integrity of the MFTF cannot be restored, LG NOVA may (but is not required to) select finalists from among all eligible Entries received before the MFTF was canceled, changed or suspended. In addition, you agree that LG NOVA may make changes to the Search Guidance governing the MFTF (including with respect to the awarding of prizes) at any time and without notice or liability.

#### 2. Eligibility

- a. Entity Type. The MFTF is open to all types of applicants, including any of following, as long as the applicant meets the eligibility criteria in Section 2(b):
  - Individuals or individual Entities: Companies of any size, academic researchers, research institutions, accelerators, incubators, technology transfer firms, consultants, venture capitalists, entrepreneurs, and inventors.
  - Team Entries: Teams and collaborative groups of one or more individuals or entities (each, a "**Team**") provided that (i) the Entry Materials submitted for the Team designates a primary point of contact ("**Team Contact**") to engage with LG NOVA; (ii) LG NOVA shall not be responsible for communicating with any Team members other than the Team Contact; and (iii) LG NOVA shall not be held responsible for or be deemed a party to any teaming agreements, verbal, written or implied, formed between members of the Team.
- b. Eligibility Requirements. To be eligible for the MFTF:
  - i. You or, for Team Entries, a member of the Team, must have developed, or be in the process of developing a product or service based on a new or innovative technology, or an innovative application of an existing technology developed by you or, for Team Entries, a member of the Team ("**Innovation**").

- ii. The Innovation developed or under development has the potential to address one of the following five key focus tracks:
  - A. Digital Health
  - B. ESG/Electric Mobility
  - C. Smart Lifestyles
  - D. Metaverse & Gaming
  - E. Open Innovation
  - F. Display Solutions
- iii. You comply with Section I of this Agreement, the Search Guidance, and if selected as a Qualifier, Section II of this Agreement.
- iv. There are no restrictions on your future funding or, for Team Entries, the future funding of any member of the Team, based on your or the Team's funding as of the date of its Entry Materials submission.
- v. To the extent you or any Team member (for Team Entries) is a legal entity, neither you nor the Team member (A) is organized under the laws of a country which is not an Excluded Country (as defined herein), or (B) has any subsidiaries or affiliates located or incorporated in any Excluded Country (an "**Eligible Country**").
- vi. At least one of the following is true:
  - (A) If you are an individual submitting an Entry to the MFTF, you are:
  - (B) if the entrant on whose behalf you submit an Entry is an entity, at least one of entity's founders or executives is:
  - (C) if the entrant on whose behalf you submit an Entry is a Team, at least one of your Team members or a founder or executive of a Team member is:
    - A legal resident of an Eligible Country and are at least eighteen (18) years of age as of the date of Entry Materials submission.
- vii. You are not, and no officer, director, manager, or employee of the entity on whose behalf you submit the Entry, or, for Team Entries, no Team member (or officer, director, manager, or employee of the Team member) is subject to sanctions in the United States or listed on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the Office of Foreign Assets Control Sanctions Lists, which may be found [here](#).
- viii. You do not have, and no officer, director of the entity on whose behalf you submit the Entry or, for Team Entries, no Team member (or officer, or director, of the Team member) has, any familial or financial relationship with LG NOVA or any Judge. If you become aware of any fact or circumstance that any such relationship exists or has developed prior to the judging of the MFTF, you agree to notify LG NOVA immediately. LG NOVA reserves the right in its discretion to exclude any Entrant due to other potential conflicts.
- c. Excluded Countries:  
Each of the following is an Excluded Country: Crimea – Region of Ukraine, Cuba, Iran, North Korea (Democratic People's Republic of Korea), Sudan, Russia, Belarus, and Syria.

### 3. **Entries**

Submission and Restrictions. Guidelines and descriptions of the information required to complete the Entry and other Entry Materials required or permitted to be submitted are available at the MFTF Sites. Entry Materials provided in a manner inconsistent with such guidelines and descriptions shall be considered ineligible. LG NOVA will not accept any Entries or attachments submitted via email, physical mail, courier, fax or otherwise, or that are submitted beyond the deadline. Once Entry Materials are uploaded, they are deemed final and may not be modified, supplemented or edited. If required information is not included in your Entry or the Entry Materials you submit otherwise do not meet the entry requirements, your Entry Materials will be disqualified. In addition, the following restrictions apply:

- i. Only one set of Entry Materials may be submitted per entrant or Team, for Team Entries.
- ii. All Entries must be in English, without exception.
- iii. MFTF Materials must not contain any Restricted Content. "**Restricted Content**" is content that:
  - A. Infringes or otherwise violates the intellectual property rights of any third party, including

copyrights, moral rights, patents, trademarks, design rights, trade secrets and rights of publicity;

- B. Discloses or relies upon the confidential or proprietary information of a third party without appropriate written permission;
- C. Contains libelous, defamatory, disparaging or unlawful content;
- D. Invades the privacy or right of publicity rights of any person (living or deceased), or otherwise infringes upon a third party's personal or proprietary rights; or
- E. Violates any laws or regulations.

LG NOVA may disqualify any Entry Materials if they include Restricted Content or other content that LG NOVA determines, in its discretion, is unsuitable for the MFTF. Any such disqualification may be made without any liability to LG NOVA or any Judges or any other organizations, entities, vendors or advisors associated with the MFTF, including the MFTF Search and the LG NOVA Program (collectively, the "**MFTF Partners**").

#### 4. **Judging for the MFTF**

A team of Judges from LG NOVA will review all eligible Entries. Submissions will be evaluated according to market attractiveness, team strength, right to win, potential synergy with LG NOVA, innovation, etc. (subject to change). Throughout the MFTF process, LG NOVA may invite a diverse group of highly experienced investors and industry experts to evaluate each application. Judges are required to recuse themselves from judging any MFTF Materials from an entrant if the Judge has a personal or business relationship with the entrant (or for Team Entries, any Team member), including as formal advisors, investors, or family members. LG NOVA reserves the right to assign or remove Judges at any time and for any reason. LG NOVA is under no obligation to notify you or any other participant of any changes to the panel(s) of Judges or to otherwise disclose any information about any Judges.

All decisions regarding the outcome of the MFTF is the sole responsibility of the Judges selected. All decisions made by Judges relating to the MFTF, including any decisions to name no Finalists, will be final and binding. Neither LG NOVA nor any of the Judges are under any obligation to provide rankings, scores, or feedback of any kind regarding any Entry Materials or other materials submitted as part of the LG NOVA Program.

#### 5. **Awards and LG NOVA Program Benefits.** As part of the MFTF Search, it is anticipated that the Judges will select one or more groups of qualifiers from the pool of all entrants that submitted eligible Entries by the MFTF Entry Materials deadline (each, a "**Qualifier**"). Qualifiers will be invited to participate in the LG NOVA Program as they continue through subsequent rounds of the MFTF until ultimate finalist(s) are selected by the Judges (each, a "**Finalist**").

- a. **Qualifiers.** In addition to being eligible for possible monetary awards described in the Search Guidance ("**Awards**"), subject to Section II of this Agreement, Qualifiers will be eligible to participate in seminars, mentoring and other learning and networking opportunities, if any, that LG NOVA makes available as part of the LG NOVA Program. Such activities may be held in person or virtually, as determined by LG NOVA and any MFTF Partner involved, in their sole discretion.
- b. **Finalists.** Finalists will be highlighted on one or both of the LG NOVA websites and in social media, subject to terms of this Agreement, including the media consent and release herein.
- c. **Notice, Conditions and other Terms.**
  - i. All Finalists will be notified at the e-mail address provided in their Entry Materials. If (A) any Award notification is returned as "undeliverable," (B) a Qualifier does not provide the required confirmations within three (3) days of notification, (C) the Qualifier is found ineligible, or (D) the Entry Materials do not comply with this Agreement, such Entry Materials may be disqualified, and the Judges will select a replacement Finalist.
  - ii. All Awards are subject to verification of eligibility and compliance with this Agreement, including the Search Guidance. Failure of a Participant to demonstrate eligibility will result in disqualification. LG NOVA reserves the right to require Finalists to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the MFTF, including the LG NOVA Program, will not bring LG NOVA into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the MFTF as determined by LG NOVA in its sole discretion.
  - iii. The MFTF is a voluntary evaluation of skill and innovation, and no fee is required to enter or participate. Whether a Qualifier is selected as a Finalist depends on how well its Entry

Materials address the criteria for the MFTF, and how its Entry compares to the other Entries submitted in the MFTF when evaluated based on the sole judgment of the Judges and LG NOVA.

- iv. All Awards are final.
- v. No substitution, barter, assignment or transfer of Award or opportunities (to the extent any such items are available) is permitted.
- vi. There is no offer of a royalty, or other financial compensation implied beyond the Award described in any official Award letter issued by an authorized representative of LG NOVA. Participant is solely responsible for any expenses incurred to participate in the MFTF, including but not limited to any travel costs. LG NOVA, the Judges, and the MFTF Partners will have no responsibility for any Participant's costs and expenses related to the MFTF. Participant is solely responsible for any taxes, tariffs or other applicable governmental charges from any federal, state or local authority that may be due as a result of any Award or obtaining any opportunities as a result of the MFTF. Participant should seek independent advice regarding tax and other liabilities associated with any Award that may be available or receiving other benefits as a result of the MFTF, including participation in the LG NOVA Program.

## **B. OTHER TERMS AND CONDITIONS**

### **1. MFTF Materials and Entrant NIL, Publicity and Media Release**

- a. Except for the limited licenses granted herein, you retain all rights, titles and interests, including all intellectual property rights, in and to your Entry Materials and other materials submitted during the LG NOVA Program (collectively "**MFTF Materials**"). You hereby grant LG NOVA and MFTF Partners a non-exclusive, worldwide, royalty free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative works and otherwise use your MFTF Materials for any purpose related to the MFTF or other competitions hosted, sponsored or provided by LG NOVA and MFTF Partners. You further acknowledge and agree that the Judges and MFTF Partners will have access to and may retain copies of your MFTF Materials. No Entries or MFTF Materials will be returned to entrants.
  - b. You represent, warrant and covenant that You have obtained all rights, permissions and consents from your representatives necessary for LG NOVA to have the irrevocable right to use each such individual's name, likeness, voice, image, biographical information, photo or video, including statements made by such representative(s), and any other and any other similar information submitted herein during any and all stages of the MFTF (collectively, the "**Entrant NIL**"), worldwide for any purpose and in any manner in connection with the MFTF or any other promotional purposes, including activities, programs, services or competitions hosted, sponsored or provided by LG NOVA without compensation, notice or further consent.
  - c. You acknowledge and agree that neither you nor any of its representatives has (a) any right to inspect or approve the uses of the Entrant NIL, or (b) any claim to any compensation arising out of the use of the Entrant NIL. Examples of uses of Entrant NIL include (i) public streaming of the final judging, including streaming of your pitches; (ii) internet-based distribution/promotion, including social media; (iii) marketing or promotional purposes, including future activities or events; (iv) media distribution; and (v) archival purposes. You waive any rights of privacy and/or publicity that any of your representatives might otherwise have with regard to the Entrant NIL and any use or re-use of the Entrant NIL. You and its representatives further agree (i) to release LG NOVA, LG NOVA affiliated Parties (the "**LG Parties**"), the MFTF Partners, and their respective employees and agents from, and (ii) not to sue or bring any proceeding against any of the same for any claim arising out of the use of the Entrant NIL, or any claims of ownership in or to the Entrant NIL.
  - d. You and your representative(s) understand that this Agreement does not represent an obligation or commitment by LG NOVA to use any Entrant NIL or take any authorized action.
2. Use of Name and Marks. You acknowledge and agree that LG NOVA and its affiliates may refer to your participation in the MFTF on its internet website, in press announcements or in any of its other professional promotional materials (which may include the reproduction of your logo and a hyperlink to your website on LG NOVA's websites). Except as expressly set forth herein, neither Party shall use the names, trademarks, service marks, seals, logos, insignias, trade dress, or any other designation of source or origin subject to legal protection, copyrighted material or similar intellectual property ("**Marks**") of the other Party, and in the case of you, the Marks of LG NOVA, any other LG Party or any MFTF Partner in any way without such party's prior written permission in each instance, which such party may grant or withhold in its sole and absolute discretion.

3. **Confidentiality regarding Entry Materials.** You acknowledge, understand, and agree that given the nature of the MFTF Search, many individuals, including LG NOVA, the Judges and the MFTF Partners may have access to your Entry Materials for the purposes described in this Agreement, including the Search Guidance. FOR THAT REASON, IT IS YOUR RESPONSIBILITY TO NOT INCLUDE IN YOUR ENTRY MATERIALS ANY INFORMATION THAT YOU TREAT AS CONFIDENTIAL OR PROPRIETARY. ANY CONFIDENTIAL INFORMATION YOU SHARE IN YOUR ENTRY MATERIALS IS PROVIDED AT YOUR SOLE RISK. BY ENTERING THE MFTF SEARCH, YOU HEREBY WAIVE ALL RIGHTS TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, OR TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES AGAINST LG NOVA, ANY MFTF PARTNER, OR ANY OF THEIR AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES.

4. **Representations and Warranties; Indemnity.**

a. Representations and Warranties. You represent and warrant that: (i) You have all legal power and authority required to enter into this Agreement and comply with and abide by the terms and conditions of this Agreement, the individual signing or accepting this Agreement on behalf of you has authorization to bind you and to enter into this Agreement, and no further authorization or approval by anyone else is necessary; (ii) you, the entity or Team on whose behalf you submit an Entry meets the eligibility requirements in Section I(A)(2), above, and all other conditions of participation in the MFTF; (iii) your MFTF Materials are the original work of the party named in the MFTF Materials (e.g., individual, team, entity) on whose behalf the Entry is being submitted, and is factually accurate; (iv) you have the authority and sufficient rights to submit the MFTF Materials on behalf of the individual, team, or entity, e.g., a corporation, identified in the Entry; (v) your or the party named in the MFTF Materials (e.g., individual, team, entity) on whose behalf the Entry is being submitted is the sole owner of all rights relating to the MFTF Materials, or has obtained all necessary rights, including all copyrights, moral rights, patents, trademarks, design rights, trade secrets, rights of publicity, and other relevant intellectual property rights for access to and use of the MFTF Materials by LG NOVA, the Judges and MFTF Partners in connection with the MFTF or otherwise as contemplated in this Agreement, including the Search Guidance; (vi) the MFTF Materials or other materials submitted in the MFTF do not contain malicious code, viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; (vii) use of the MFTF Materials or other materials submitted in the MFTF do not trigger any financial liability for LG NOVA; (viii) submission of the MFTF Materials or other materials for use in the MFTF does not violate applicable law or regulation; (ix) your participation in the MFTF and LG NOVA Program and access and use of the Program Materials (as defined herein) will not conflict with or result in the breach of any of your obligations or any agreement to which you is a party, or any duty which you may have to any other person or entity; and (x) none of the materials or information that you or its representatives use or make available to others as part of the MFTF and LG NOVA Program infringes upon, misappropriates or violates the rights, including intellectual property rights of any other person or entity.

Any breach of the foregoing warranties or representations may result in your MFTF Materials being invalidated and/or your Entry being disqualified from the MFTF. Nothing herein is intended to limit any other remedies available at law or in equity to LG NOVA, the Judges, and the MFTF.

b. Indemnification. You agree to defend (if required by LG NOVA), indemnify and hold harmless, LG NOVA, the other LG Parties, the MFTF Partners, and their respective officers, directors, members, managers, agents, employees and assigns ("Indemnitees"), from and against any and all liabilities, damages, claims, demands, suits, judgments, losses, costs or expenses (including without limitation attorneys' fees and consultants' fees) of any nature whatsoever (whether based on tort, breach of contract, product liability, intellectual property infringement or otherwise) arising directly or indirectly from or out of: (a) your participation in the MFTF and (b) your breach of any representations or warranties contained herein (collectively, "Claims"). If you assume the defense of any Claim, the Indemnitees shall have the right to participate in the defense at their own expense, shall cooperate with you in such defense and shall attempt to make available to it on a reasonable basis all such witnesses, records, materials, and information in its possession or under its control relating thereto as is reasonably requested by you. Without the written consent of the Indemnitees, You shall not, in the defense of such claim or any litigation resulting therefrom, consent to the entry of any judgment or enter into any settlement. Any settlement of a claim will include, as to the Indemnitees, an unconditional term thereof, a release of the Indemnitees from any and all liability in respect of such claim or litigation, unless the Indemnitees agree otherwise in writing. The indemnity obligations of you set forth herein shall be in addition to any liability which you may otherwise have.

5. **Entrant Responsibilities.** In applying for and participating in the MFTF, you are responsible for (a) compliance with applicable laws and regulations relating to your participation in the MFTF; (b) all equipment, expenses, resources, insurance and/or costs incurred by or on behalf of you and, if applicable, your Team, while participating in the MFTF; and (c) to the extent applicable, abiding by applicable employer's policies regarding participation in the MFTF. LG NOVA disclaims any and all liability or responsibility for disputes arising between you, your employer and any other party related to your participation in the MFTF.
6. **Other Disclaimers and Release of Liability**
- a. Entry Materials Disclaimers. LG NOVA will not be responsible or liable for any incomplete upload of any Entry Materials, and/or for any misdirected or invalid Entries due to transmission errors or corrupted data files, including without limitation, interruption or inability to access the MFTF Apply Page, problems with internet connectivity, firewalls, virus protection software or hardware devices, and/or Entries that are late, destroyed, lost, stolen, misdirected, tampered with, incomplete, deleted, or not in compliance with this Agreement, including any provision of the Search Guidance.
- b. No Offer or Contract. Under no circumstances shall the submission of MFTF Materials or your participation in the MFTF, the making of an Award, participation in the LG NOVA Program, or anything in this Agreement be construed as an offer or contract of employment with LG NOVA or any MFTF Partner. You acknowledge that you have submitted your Entry Materials voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and LG NOVA or any MFTF Partner, and that no such relationship is established by your submission of any Entry Materials.
- c. No Obligations. You acknowledge that multiple applicants may submit Entries that contain concepts, approaches, or technologies similar to what is included in your MFTF Materials and that LG NOVA, the MFTF Partners and/ or their respective subsidiaries and partners may already be investigating or developing solutions or have business activities that are related to or similar to those disclosed in your MFTF Materials. You acknowledge that LG NOVA's actions with respect to another Entry or one of your own solutions, investigations, or business activities, even if similar to what is described in your MFTF Materials, shall not create any liability, of any kind, by LG NOVA to you or others. Further, LG NOVA is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that it sees fit, independent of you and at its sole discretion, any activity or technology that is created independent of your MFTF Materials. For the avoidance of doubt, you acknowledge that LG NOVA is not obligated to take any action whatsoever with regard to your MFTF Materials.
- d. Liability Waiver and Release.  
You agree that LG NOVA, the Judges, the MFTF Partners, and anyone acting on behalf of any of the foregoing in any way ("**Released Parties**") will have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death, or for claims based on publicity rights, defamation, and/or invasion of privacy) in connection with the MFTF, including participation or the acceptance, receipt, possession, misuse, nonuse or use of any Award or opportunity (or portion thereof); or any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the MFTF Search or LG NOVA Program; even if caused by the negligence of the Released Parties.  
You acknowledge that the Released Parties have wide access to ideas and that new ideas are frequently submitted to them or are being developed by their employees, including ideas that may be competitive with your business. You agree that you will not be entitled to any compensation as a result of any Released Entity's use of material that is similar or identical to your MFTF Materials.
- e. You, on your own behalf and on behalf of the your Team Members, and their respective shareholders, directors, officers, employees and agents, hereby expressly waives all rights any of them have or may hereafter claim to have to claim irreparable injury, equitable relief, direct, indirect, punitive, incidental and/or consequential damages, attorney fees or any damages other than actual out-of-pocket costs incurred to enter and participate in the MFTF, and further expressly waives all rights they, or any of them, may have or may claim to have under the provisions of California Civil Code Section 1542, or equivalent law of any jurisdiction, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

In no event will the Released Parties' aggregate liability under this Agreement or in any way in connection with the MFTF exceed U.S. \$100. Entrant agrees to release all rights to bring any claim, action, or proceeding against the Released Parties.

7. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER LG NOVA NOR ANY LG PARTY OR MFTF PARTNER HAS AND WILL HAVE ANY LIABILITY WITH RESPECT TO YOUR PARTICIPATION IN THE MFTF YOUR USE OF OR ACCESS TO, OR INABILITY TO USE OR ACCESS, THE PROGRAM FEEDBACK, OR ANY LOSS OF ANY OF YOUR INFORMATION RESULTING FROM ANY OF THE FOREGOING.
8. **Privacy.** The terms of LG NOVA's privacy policy, found at <https://www.lg.com/us/PDF/VendorPolicy.zip>, apply, and are incorporated in this Agreement by reference.
9. **Choice of Law, Dispute Resolution; Binding Arbitration**
  - a. **Choice of Law.** This Agreement, and the Search Guidance incorporated herein, will be interpreted under the laws of the state of California, U.S., and controlling U.S. federal law. You acknowledge and agree that all aspects and content of your MFTF Materials, including all information, developments, inventions, and works of authorship, shall be treated as if made in the U.S. and U.S. laws relating to patents, inventions, assignments, and innovation compensation shall supersede the relevant laws of any country in which the MFTF Materials may have been conceived, developed, or reduced to practice.
  - b. **Dispute Resolution.** If you have any dispute regarding the MFTF, you must first give LG NOVA an opportunity to resolve the dispute by sending a written description of the dispute to LG NOVA at [nova-ecosystem@lge.com](mailto:nova-ecosystem@lge.com). The parties will negotiate the dispute in good faith. If the dispute is not resolved within sixty (60) days after LG NOVA acknowledges receipt of your description of your dispute, you may pursue arbitration as described in Section III below.
10. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.
11. **Relationship.** The relationship between the Parties is that of independent contractors. You and LG NOVA are not principal and agent, employer and employee, partners, fiduciaries or joint ventures by virtue of this Agreement or your participation in the MFTF or LG NOVA Program. You will have no authority to obligate or bind LG NOVA or any other LG Party or MFTF Partner under this Agreement and you will not hold itself out as having any such authority. Neither you nor any of its employees, contractors, officers or agents will be eligible for any employee benefits from LG NOVA, any other LG Party or MFTF Partner by virtue of this Agreement, and, as between LG NOVA, the other LG Parties and MFTF Partners, on the one hand, and you, on the other, you shall have full responsibility and liability for any employment and income taxes related to compensation for you and its employees, contractors, officers or agents.
12. **Notices.** Any and all notices, demands, requests and responses thereto permitted or required to be given under this Agreement will be in writing, signed by or on behalf of the Party giving such notice, and will be delivered, as to LG NOVA, to 5150 Great America Blvd., Santa Clara, CA 95054, and as to You at the mailing address provided in your Entry Materials.
13. **Electronic Communications.** For contractual purposes, you (a) consents to receive communications from LG NOVA in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that LG NOVA provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").



14. **Miscellaneous**

- a. Damage or Disruption. Any attempt to deliberately damage the MFTF Sites, defraud LG NOVA or any Judge or MFTF Partner, or tamper with or undermine the legitimate operations of the MFTF may be a violation of civil and/or criminal laws, and responsible persons may be prosecuted or sued to the full extent permitted by law and will not be eligible for an Award or to be a Finalist.
- b. Entire Agreement. Section I, II, and III of this Agreement, including the Search Guidance, constitutes the parties' entire agreement relating to all matters involving the MFTF, superseding all previous negotiations or agreements.
- c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision in this Agreement. In the event that any provision in this Agreement is determined to be invalid or otherwise unenforceable or illegal, the remainder of this Agreement, including the Search Guidance, shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.
- d. Void Where Prohibited. If the MFTF is deemed unlawful in any country, all entries from such country will be void, as determined by LG NOVA.

**Section II: THE LG NOVA PROGRAM - ADDITIONAL TERMS FOR QUALIFIERS**

In the event You are invited to participate in the LG NOVA Program as a Qualifier under the MFTF, You hereby agree to the following additional terms and conditions that govern your participating in the LG NOVA Program.

1. Qualifiers may in their discretion supply additional information and materials to LG NOVA for consideration by the Judges in selecting Finalists (MFTF Materials). Qualifiers will have access to seminars, coaching, mentoring and other learning and networking opportunities offered by LG NOVA and MFTF Partners engaged or invited by LG NOVA as part of the LG NOVA Program. The "**Scheduled Collaboration Period**" shall be a period of six months after the date an Entrant is notified it is a Qualifier, unless otherwise extended in writing by the Parties mutual agreement.

2. **Expenses**. You will be responsible for all expenses incurred by it in connection with its participation in the LG NOVA Program.

3. **Your Covenants**. In participating in the LG NOVA Program activities, you shall:

a. comply with all rules of conduct, security procedures, safety requirements, guidelines and policies and procedures of LG NOVA and the LG Parties;

c. not interfere with the activities or operations of LG NOVA, the other LG Parties, the MFTF Partners, or other participants in the LG NOVA Program;

d. not obtain or attempt to obtain any materials or information of LG NOVA, the other LG Parties, the MFTF Partners, or other participants in the LG NOVA Program unless they are intentionally made available by LG NOVA

f. only access or attempt to access any accounts, websites, computer systems or networks connected to any system for which you have authorization, and not to access any accounts, websites, computer systems or networks connected to any system of LG NOVA or any other **LG Party** through hacking, password mining or any other means;

h. not engage in any action that could disparage, reflect negatively on, or dilute the value of LG NOVA, any LG Party, or any MFTF Partner, or any of their products, services, names, logos or marks;

i. upon the request of LG NOVA, cooperate with LG NOVA in good faith, including by promptly executing such documents and agreements, and performing such acts, as may be necessary to give full effect to the terms of this Agreement; and

j. comply with all applicable laws and regulations.

4. **Confidential Information**.

a. Definition. “**Confidential Information**” means any non-public information that relates to the actual or anticipated business and/or products, research or development of LG NOVA, you or any LG Party or MFTF Partner or other participant in the LG NOVA Program, or any of their respective affiliates (each a “**Disclosing Party**”), including but not limited to technical data, trade secrets, know-how, research, product plans, or other information regarding a Disclosing Party’s products or services and markets therefor, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by a Disclosing Party, either directly or indirectly, in writing, orally or by drawings, whether disclosed prior to or during the your participation in the LG NOVA Program. Notwithstanding the foregoing, Confidential Information shall not include any such information which the receiving Party (“**Receiving Party**”) can establish (i) was publicly known or made generally available prior to the time of disclosure to Receiving Party; (ii) becomes publicly known or made generally available after disclosure to Receiving Party through no wrongful action or inaction of the Receiving Party; or (iii) is in the rightful possession of the Receiving Party without confidentiality obligations, at the time of disclosure as shown by the Receiving Party’s then-contemporaneous written records.

b. Nonuse and Nondisclosure. During and after your participation in the LG NOVA Program, the Receiving Party will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and the Receiving Party will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for such Receiving Party to exercise the rights granted and fulfill its obligations hereunder; or (ii) disclose the Confidential Information to any third party without the prior written consent of an authorized representative of the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent compelled by applicable law; provided however, prior to such disclosure, the Receiving Party shall provide prior written notice to such Disclosing Party and seek a protective order or such similar confidential protection as may be available under applicable law. Notwithstanding the foregoing, LG NOVA may share your Confidential Information within Zenith Electronics LLC, LG Electronics U.S.A. Inc., LG Electronics Inc., and vendors that LG NOVA has retained with confidentiality obligations to assist with the LG NOVA Program. The Receiving Party agrees that no ownership of Confidential Information is conveyed to the Receiving Party by any Disclosing Party.

## 5. **Proprietary Rights: Licenses and Ownership.**

a. Feedback. During your participation in the LG NOVA Program, you may receive mentoring, advice, coaching, guidance and similar feedback from LG NOVA, the LG Parties or any of their licensors (collectively, “**LG NOVA Feedback**”) or directly from MFTF Partners (“**MFTF Partner Feedback**,” together with LG NOVA Feedback, the “**Program Feedback**”). Subject to 5(d), below, you will be free to use any Program Feedback and incorporate such Program Feedback into Your products and services, without consideration to LG NOVA, any other LG Party, or any MFTF Partner. In addition, during your participation in the LG NOVA Program, you may disclose, whether in meetings, discussions, consultations or documents exchanged with any employee or representative of LG NOVA, another LG Party, or any MFTF Partner, or anyone else acting on their behalf, ideas, suggestions and concepts directly or indirectly related to the businesses, operations, products, services or Intellectual Property of LG NOVA, the LG Parties and MFTF Partners, or any element thereof (collectively, “**Your Feedback**”). The LG Parties and MFTF Partners will be free to use any Your Feedback and incorporate such Your Feedback into any of their products and services, without further consideration to You. The Parties acknowledge and agree that all Program Feedback and Your Feedback are provided “as is”, without warranties of any kind and any use thereof shall be subject to the confidentiality restrictions set forth in Section 7.

b. Program Materials. Subject to the terms and conditions of this Agreement, LG NOVA grants to you a limited, non-exclusive, non-transferable license to access, use, perform, digitally display, and reproduce a reasonable number of copies of, the Program Materials (as defined herein) solely for your internal business purposes. “**Program Materials**” mean educational content about strategies for launching a start-up and engaging in leadership, marketing, fundraising and other operational activities in connection therewith that LG NOVA and MFTF Partners makes available, online and in digital formats, to participants of the LG NOVA Program.

d. LG NOVA IP. As between LG NOVA and you, LG NOVA will retain the sole ownership of any and all trademark, patent, copyright, trade secret and other intellectual property and proprietary rights in and to the LG NOVA Feedback, the Program Materials, LG NOVA’s Marks, and other materials, designs, domain names and inventions owned by LG NOVA or any other LG Party, and will retain all license rights consistent with the licenses granted to LG NOVA (together, all such ownership and license rights, the “**LG NOVA IP**”). Except for the limited licenses granted herein, no rights or licenses in or to the LG NOVA IP are granted hereunder and you acknowledge and agree that it acquires no such rights by virtue of this

Agreement or participation in the LG NOVA Program.

e. Your IP. As between you, on the one hand, and LG NOVA, the LG Parties, and MFTF Partners, on the other, you will retain the sole ownership of any and all trademark, patent, copyright, trade secret and other intellectual property and proprietary rights in and to your Marks, and any other materials, designs, domain names and inventions owned by You (the “**Your IP**”). Except for the limited licenses granted herein, no rights or licenses in or to the Your IP are granted hereunder and LG NOVA acknowledges and agrees that neither it nor any LG Party or MFTF Partner acquires any such rights by virtue of this Agreement or Your participation in the LG NOVA Program.

## 6. **Waivers.**

a. You agree that all Program Feedback is advisory in nature and the final decision as to whether to follow such feedback rests with You and is Your own independent decision. As such, you agree to waive any and all possible claims you may have against LG NOVA, any LG Party, or any MFTF Partner, whether in contract, tort or otherwise, arising at any time related to such Program Feedback.

b. You acknowledge that LG NOVA, the LG Parties, the MFTF Partners, and their respective departments, franchisees, affiliates, divisions, subsidiaries, agencies and representatives continually test and evaluate various concepts, designs, products and other materials for use in connection with their businesses, and it is possible that some person or entity within such party’s business is currently developing, evaluating and/or testing a concept, design and/or product that is similar or identical to a concept, design or product created or presently being created by you, and that LG NOVA and/or any LG Party or MFTF Partner may have already considered such a concept, design and/or product in the past. LG NOVA therefore reserves the right, on behalf of itself and the other LG Parties and MFTF Partners, to obtain from any other sources or develop itself any concept, design or product, including software, applications, services, resources, and other deliverables, which may be similar or identical to the concepts, designs or products created or presently being created by you provided they do so without use of or reference to your Confidential Information. You acknowledge and agree that it has no claims against LG NOVA or any other LG Party or MFTF Partner in connection with their consideration, use or development of any such similar or identical product, design, or concept. Nothing in this Agreement or the relationship of the Parties precludes LG NOVA or any other LG Party or MFTF Partner, or any of their respective departments, franchisees, affiliates, divisions, subsidiaries, agencies and representatives from developing concepts, designs or products, subject to your rights in and to its Confidential Information and Intellectual Property, as set forth herein.

c. LG NOVA IS NOT MAKING, AND HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ALL OTHER LG PARTIES AND MFTF PARTNERS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LG NOVA PROGRAM, THE PROGRAM FEEDBACK, AND ANY SERVICES PROVIDED BY LG NOVA IN ITS SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7. **Participation in LG NOVA Program.** This Agreement shall not be deemed to create any obligation on the part of LG NOVA to continue your participation in the LG NOVA Program. LG NOVA may, in its discretion, terminate Your participation in the LG NOVA Program at any time prior to the scheduled end of such participation or program upon written notice to you. Likewise, you can withdraw or discontinue participation in the LG NOVA Program at any time upon written notice to LG NOVA. If LG NOVA terminates your participation in, or you elect to withdraw from, the LG NOVA Program prior to the scheduled end of such participation or program, LG NOVA shall cease making any services hereunder available to you. The rights and obligations contained in the sections of this Agreement that, by their nature should survive termination or expiration of this Agreement, do survive termination or expiration.

## **SECTION III: ARBITRATION AGREEMENT AND DISPUTE RESOLUTION**

### **1. ARBITRATION AGREEMENT.**

a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and LG NOVA agree that any dispute, claim, disagreements arising out of or relating in any way your participation in the MFTF, any communications you receives, or the Agreement and prior versions of the Agreement, including claims and disputes that arose between LG NOVA before the Effective Date of this Agreement (each, a “**Dispute**”) will be resolved by binding arbitration, rather than in court, except that: (1) you and LG NOVA may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or LG NOVA may seek equitable relief in court for infringement or other misuse

of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “**Dispute**” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.

- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between You and LG NOVA. If that occurs, LG NOVA is committed to working with You to reach a reasonable resolution. You and LG NOVA agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and LG NOVA therefore agree that before either Party commences arbitration against the other (or initiates an action in small claims court if a Party so elects), LG NOVA will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.
- i. The Party initiating a Dispute must give notice to the other Party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other Party receives such Notice, unless an extension is mutually agreed upon by the Parties. Notice to LG NOVA that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to novaecosystem@lge.com or regular mail to the offices of LG NOVA located at 5150 Great America Blvd., Santa Clara, CA 95054. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your registration; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of the Dispute.
  - ii. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either Party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all Parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all Parties agree. In the time between a Party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating Party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the Informal Dispute Resolution Conference process required by this section.
- c. **Waiver of Jury Trial.** YOU AND LG NOVA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and LG NOVA are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “**Applicability of Arbitration Agreement**” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- d. **Waiver of Class and Other Non-Individualized Relief.** YOU AND LG NOVA AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1(i), YOU AND LG NOVA MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE PARTICIPANT CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PARTICIPANT. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by the Party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 1(i) entitled “**Batch Arbitration.**” Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision,

not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and LG NOVA agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you and LG NOVA from participating in a class-wide settlement of claims.

- e. **Rules and Forum.** This Agreement evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and LG NOVA agree that either Party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.
- i. A Party who wishes to initiate arbitration must provide the other Party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the Party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting Party has paid any necessary filing fees in connection with such arbitration.
  - ii. If the Party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.
  - iii. Unless you and LG NOVA otherwise agree, or the Batch Arbitration process discussed in subsection 1(i) is triggered, the arbitration will be conducted in the county where LG NOVA's principal place of business is located. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the Parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the Parties will select an alternative arbitral forum. your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.
  - iv. You and LG NOVA agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the Parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.
- f. **Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the Parties from the AAA's roster of consumer dispute arbitrators. If the Parties are unable to agree upon an arbitrator within thirty-five (35)

days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1(i) is triggered, the AAA will appoint the arbitrator for each batch.

- g. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either Party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or Parties, except as expressly provided in the subsection entitled “Batch Arbitration.” The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and LG NOVA. Judgment on the arbitration award may be entered in any court having jurisdiction.
- h. **Attorneys’ Fees and Costs.** The Parties shall bear their own attorneys’ fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or LG NOVA need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the Party that obtains an order compelling arbitration in such action shall have the right to collect from the other Party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing Party in any court action relating to whether either Party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys’ fees and costs.
- i. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and LG NOVA agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against LG NOVA by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“**Batch Arbitration**”).
- i. All Parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the Parties disagree on the application of the Batch Arbitration process, the disagreeing Party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the Parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by LG NOVA.

- ii. You and LG NOVA agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.
  - iii. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.
- j. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: LG NOVA, 5150 Great America Parkway, Santa Clara, CA 95054 with a copy sent via email to nova-ecosystem@lge.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to for its registration, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- k. **Invalidity, Expiration.** Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with LG NOVA as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
- l. **Modification.** Notwithstanding any provision in this Agreement to the contrary, LG NOVA agrees that if it makes any future material change to this Arbitration Agreement, it will notify You. Unless You reject the change within thirty (30) days of such change becoming effective by writing to LG NOVA at 5150 Great America Parkway, Santa Clara, CA 95054 your continued participation in the MFTF following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your participation in the LG NOVA Program, any services received, any communications you receive, or the Agreement and prior versions of the Agreement, the provisions of this Arbitration Agreement as of the Effective Date (or acceptance of any subsequent changes to this Agreement) remain in full force and effect. LG NOVA will continue to honor any valid opt outs of the Arbitration Agreement that you make to a prior version of this Agreement.
- m. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the Parties. This Agreement, including any exhibits and schedules hereto, constitute the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. LG NOVA will have the right to assign this Agreement to any affiliated entity. You may not assign this Agreement to any other person or entity without LG NOVA's prior written consent, and this Agreement will be binding on your heirs, legal representatives, successors and permitted assigns. Any unauthorized assignment shall be void. You agree and acknowledge that it has had the opportunity to be represented by counsel of its choice and to have this Agreement reviewed by such counsel. You agree that in interpreting this Agreement, no weight will be placed upon which Party or its counsel drafted the provision being interpreted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will

constitute one and the same instrument. No term of this Agreement shall be construed to confer any third-party beneficiary rights on any non-party.