

Fortum FoRCe Research Challenge – General Terms and Conditions

1. Fortum FoRCe Research Challenge

Fortum FoRCe Research Challenge is an ideation campaign organized by Fortum Power and Heat Oy (Fortum Power and Heat Oy and other companies belonging to the Fortum group of companies hereinafter "**Fortum**") for individuals and teams from research institutes and universities to create and develop new business concepts for a cleaner world in the energy industry ("**Research Challenge**"). More information on the Research Challenge and application process may be found here [<https://force.fortum.com/>] and how we process personal data in connection with the Research Challenge is described here www.fortum.fi/en/privacy/privacy-notice.

2. Who Can Participate?

All participants of the Research Challenge shall be enrolled at an university or a research institute, e.g., as a researcher, or otherwise practice academic research. You may participate in the Research Challenge individually or on behalf of a team (you individually and, as applicable, the team you are representing hereinafter collectively "**You**"). To participate in the Research Challenge, You personally and each member of Your team must be at least eighteen (18) years of age.

3. Rules on Participating in the Research Challenge

These General Terms and Conditions ("**Terms**") govern Your participation in the Research Challenge. Please, read these Terms carefully before applying.

By submitting any content through the link, You agree to accept and be bound by these Terms on behalf of yourself and the team on behalf of which You are submitting the idea. You may submit an idea on behalf of a team only if You have been appropriately authorized to do so by such team. If You disagree with any part of these Terms, You may not participate in the Research Challenge or submit any content.

4. Idea Submission

You may submit an idea and participate in the Research Challenge by submitting an idea at <https://force.fortum.com/> containing ideas, concepts, methods, products, or solutions ("**Idea**"). Ideas must be submitted no later than by 31 March 2021, and they must be submitted in English. Before submitting the Idea for the Research Challenge, You must ensure that You have all the necessary rights (including, without limitation, all Intellectual Property Rights) to the Idea and related information You submit through the link. In particular, it is Your responsibility to ensure that the Idea does not contain any confidential information or trade secrets of third parties without the priorwritten approval of such third parties. By submitting the Idea You warrant to us that You have all such rights. "**Intellectual Property Rights**" here means all intellectual property rights such as, e.g., copyrights, designs, patents, utility models, trademarks, databases, software and related source codes, domain names, know-how, trade secrets, material, results and/or any other industrial and/or intellectual property rights (whether or not registered, capable of registration, or applications).

5. Evaluation of Ideas

Following the submission of Ideas to the Research Challenge, Fortum's experts evaluate the Ideas submitted through the link. The three overall criteria for the evaluation of the submitted Ideas are:

1. Technological novelty and excellence
2. Commercialization potential
3. Fit for [Fortum's](#) purpose "to drive the change for a cleaner world".

Based on the evaluation, Fortum selects the winner(s) of the Research Challenge from among the submitted Ideas. Fortum may select one or several winning Ideas (the "**Winning Idea**"). Fortum also reserves the right to not select any Winning Ideas.

6. Prize

The prize paid by Fortum for the Winning Idea(s) will be up to EUR 10 000 (ten thousand Euros). The prize is a total lump-sum compensation and Fortum reserves the right to divide the prize between the Winning Ideas in the way Fortum considers the most appropriate. You are responsible for all taxes and fees associated with the receipt of the compensation.

7. Potential next steps with You

You and Fortum will jointly decide whether to continue the co-operation, e.g., as a contract-based project, co-creation project, assignment of Intellectual Property Rights, or a fixed term consultancy agreement. The approach is negotiated on a-case-by-case basis after the Research Challenge and concluded with a separate agreement.

8. Confidentiality and Intellectual Property Rights

Both You and Fortum may receive Confidential Information from each other during the Research Challenge. "**Confidential Information**" here means all material and information, regardless of whether technical, financial, or commercial, received in whatever form from the other Party that is marked as confidential or that should reasonably be understood to be confidential.

Each Party (receiving Party) may not disclose any, and shall keep strictly confidential all, Confidential Information received from the other Party (disclosing Party) in connection with the Idea, or participation in, the Research Challenge. The receiving Party shall not use Confidential Information for any purpose other than for fulfilling its rights and obligations under these Terms.

Confidentiality obligations outlined in these Terms do not apply to Confidential Information which: (i) is publicly available at the time of disclosure or later becomes publicly available, unless such availability results from a breach of these Terms; (ii) was known to the receiving Party prior to disclosure by the disclosing Party as proven by the written records of the receiving Party; (iii) was or is disclosed to the receiving Party by a third party who did not obtain such information directly or indirectly, from the disclosing Party and/or is not otherwise unlawfully using or disclosing such information; or (iv) was independently developed without use or reference to Confidential Information by the receiving Party as proven by the written records of the receiving Party.

Upon written request by the disclosing Party, the receiving Party agrees to destroy or return to the disclosing Party all Confidential Information received from the disclosing Party. The confidentiality obligations set forth in these Terms shall bind both You and Fortum until 31 December 2025, except with respect to trade secrets of Fortum for which the confidentiality obligations are perpetual.

With respect to Intellectual Property Rights, each Party retains all right, title, and interest in and to all of its Intellectual Property Rights existing at the time of submission of the application ("**Background IP**"). No rights or licenses to any Background IP are granted to the other Party save as expressly otherwise agreed between the Parties in writing. However, if Your Idea is chosen to be a Winning Idea, You agree to grant Fortum a license and right to Your Background IP to the extent necessary or useful in developing, producing, using, selling or otherwise commercializing the Idea and for no other purpose on fair, reasonable, and non-discriminatory ("**FRAND**") terms. The license terms will be agreed between the Parties in a separate agreement.

Fortum shall own any output and Intellectual Property Rights developed or created, or otherwise coming into existence as a result of any activities, by either Party during the Research Challenge related to the Winning Idea(s) ("**Foreground IP**"). No rights to any Intellectual Property Rights of Fortum are transferred to You.

It is of utmost importance to Fortum that You provide to Fortum only Ideas and other materials and ideas that are Your own and to which You have all the necessary rights to and that You do not use any plagiarized content in Your Idea. You warrant that the Idea and any other materials or ideas You submit or otherwise provide to Fortum in connection with the Research Challenge do not infringe any Intellectual Property Rights or any other rights of, or misappropriate any trade secrets of, a third party. You must, at Your own expense, defend, indemnify and hold Fortum harmless against any costs resulting from claims and actions alleging that the Idea or any other materials or ideas You submit or otherwise

provide to Fortum infringe or misappropriate any of the above-mentioned rights of a third party, provided that Fortum promptly notifies You when learning of any such claim or action and co-operates with You in defending any such claim or action.

9. Other

You, as a participant in the Research Challenge, are considered to be an independent party and the Idea or participation in the Research Challenge will not create, or be deemed to create, any partnership or joint venture or relationship of employer and employee or principal and agent between Fortum and You unless expressly agree in writing. Fortum accepts no responsibility to cover any costs or expenses which You may incur in connection with submitting the Idea or participating in the Research Challenge unless otherwise agreed between You and Fortum in writing.

Neither Party shall under any circumstances be liable for any lost profits, lost opportunities, lost revenues of the other Party or other similar indirect damages incurred by the other Party and arising under these Terms. This limitation of liability will not however apply to breaches of confidentiality obligations or Intellectual Property Rights, indemnification obligations, or in cases of fraud or plagiarism, intentional acts, gross negligence or willful misconduct or death and/or personal injury resulting from negligence. A Party shall use reasonable efforts to mitigate any losses that each Party may incur under these Terms.

These Terms are governed by the laws of Finland, without regard to its conflict of law rules.

Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

For the avoidance of doubt, these Terms apply to the maximum extent permitted under applicable mandatory laws and nothing in these Terms is intended to, or operates to limit, any rights or obligations of the Parties deriving from such applicable mandatory laws.