

Impact Challenge by Fortum and Microsoft - General Terms and Conditions

1. Impact Challenge by Fortum and Microsoft

Impact Challenge by Fortum and Microsoft is an ideation campaign organized by Microsoft Oy ("Microsoft") and Fortum Power and Heat Oy (Fortum Power and Heat Oy and other companies belonging to the Fortum group of companies hereinafter "Fortum") for individuals, teams, and early phase start-ups to create and develop new business concepts for a cleaner world in the energy industry ("Impact Challenge"). More information on the Impact Challenge may be found here [impact-challenge.fortum.com] and how we process personal data in connection with the Impact Challenge is described here www.fortum.fi/en/privacy/privacy-notice and here <https://privacy.microsoft.com/en-gb/privacystatement>

2. Who Can Participate?

You may participate in the Impact Challenge individually or on behalf of a team or an early phase start-up (you individually and, as applicable, the team/start-up you are representing hereinafter collectively "You"). To participate in the Impact Challenge, You personally and each member of Your team/start-up must be at least eighteen (18) years of age.

3. Rules on Participating in the Impact Challenge

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

By submitting any content through the link, You agree to accept and be bound by these Terms on behalf of yourself and the team/start-up on behalf of which You are submitting the ideas, concepts, products, or solutions You would wish to develop ("Idea"). You may submit an Idea on behalf of a team/start-up only if You have been appropriately authorized to do so by such team/start-up. If You disagree with any part of these Terms, You may not submit any content.

4. Idea Submission Phase

You may participate in the Impact Challenge by submitting an Idea at impact-challenge.fortum.com. Ideas must be submitted no later than by 31st May 2023, 23:59:59 CET. Before submitting the Idea for the Impact 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

5. Evaluation of Ideas

Following the submission of Ideas to the Impact Challenge, Fortum's and Microsoft's expert panels will evaluate, the Ideas submitted through the link. The expert panel will select up to ten ideas to take part in the final pitching event. Fortum and Microsoft also reserves the right to not select any Ideas.

The four overall criteria for the evaluation of the submitted Ideas are:

- (1) Fit for the set challenge themes which may be found here [impact-challenge.fortum.com]
- (2) Scalability
- (3) Technological novelty
- (4) Nordic proximity

6. Challenge incentives

The prize of the Impact Challenge will be given to the winners of the final pitching event (the "Winning Idea"). The prize consists of 6 month support by Valkea Growth Club (Part of Fortum) as well a possibility to pitch for funding.

Additionally, the Winning Idea(s) chosen by Microsoft will receive access to development tools and Azure credits to up to \$150000 Microsoft Founders Hub, subject to team/start-up being eligible for these benefits as per the Microsoft for Startups Founders Hub terms and requirement, as defined here: <https://www.microsoft.com/en-us/startups>. On top of Microsoft for Startups Founders Hub Benefits, Microsoft will organize workshops with the winners to jointly cover the architecture review and technical needs as well as support on how to leverage the sales engines and Marketplaces to scale the winners' sales globally using the Microsoft motions.

Microsoft and Fortum may also make a reference stories that will be shared in their marketing channels.

Fortum and Microsoft reserve the right to divide the incentives between the Winning Ideas in the way Fortum and Microsoft considers the most appropriate.

Winners are responsible for paying all applicable taxes, if any, according to the country and state specific tax laws.

7. Confidentiality and Intellectual Property Rights

You, Fortum and Microsoft may receive Confidential Information from each other during the Impact 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.

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 Impact Challenge. The receiving Party shall not use Confidential Information for any purpose other than for fulfilling its rights and obligations under these Terms. For the sake of clarity, Fortum and Microsoft can use the Confidential Information received from You for purposes of arranging the Impact Challenge , e.g. announcement of the winners.

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 You, Fortum and Microsoft until 1 June 2026, except with respect to trade secrets of Fortum and Microsoft 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 Idea. No rights or licenses are granted to the other Party save as expressly otherwise agreed between the Parties in writing.

For clarity, You, Fortum, and Microsoft are entitled to use the professional skills, learnings, and experience acquired in connection with the Impact Challenge.

It is of utmost importance to Fortum and Microsoft that You provide to Fortum and Microsoft only Ideas and other materials and ideas that are Your own 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 Impact 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 or Microsoft 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 or Microsoft infringe or misappropriate any of the abovementioned 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.

8. Other

Nothing contained in these Terms shall create or be construed as creating any partnership, agency, employment or fiduciary relationship between You, Fortum, and/or Microsoft and any of the Parties shall not be authorized to incur any obligation on behalf of the other Party or to bind the other Party with any legally binding offers, commitments, settlement, grant, relief or similar without obtaining a prior written consent from such Party.

Fortum nor Microsoft accepts no responsibility to cover any costs or expenses which You may incur in connection with the Impact Challenge unless otherwise agreed between You, Fortum, and Microsoft in writing.

A Party shall not under any circumstances be liable for any lost profits, lost opportunities, lost revenues of another Party or other similar indirect damages incurred by another 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, 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 a 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.