

Fortum Forward General Terms and Conditions

1. Fortum Forward Program

Fortum Forward program is a goal-driven two (2) month program 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, teams, and early phase start-ups to create and develop new business concepts for a cleaner world in the energy industry ("**Program**"). More information on the Program and application process may be found here www.fortum.com/forward and on the ways we process personal data in connection with the application process and the Program here www.fortum.fi/en/privacy/privacy-notice

2. Who Can Participate?

You may apply to the Program 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 apply and participate in the Program (if selected), You personally and each member of Your team/start-up must be at least eighteen (18) years of age.

3. Rules on Applying to the Program

These General Terms and Conditions ("**Terms**") govern Your application to and possible participation in the Program. Please, read these Terms carefully before applying.

By submitting any content through the application 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 application. You may submit an application 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 apply for the Program or submit any content.

4. Application Phase

You may apply to the Program by submitting an application at www.fortum.com/forward containing the ideas, concepts, products, or solutions You would wish to develop in the Program ("**Idea**"). Applications must be submitted no later than by 24th March 2020, 23:59:59 CET. Before submitting the application for the Program, 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 application link. In particular, it is Your responsibility to ensure that the Idea and Your application do not, at any phase, contain any confidential information or trade secrets of third parties without the prior written approval of such third parties. By submitting the application 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. Selection of Participants to the Program

Following the submission of applications to the Program, Fortum's experts evaluate the applications submitted through the application link and select a limited number of potential candidates for selection to the Program to continue the application process. Fortum also reserves the right to end the application phase without selecting any Ideas for the Program without any liability. If You are selected, You will be requested to continue Your application by describing Your Idea in more detail in Fortum's online platform. Fortum will make final decisions on who proceeds to the Program after evaluating the complete applications and, optionally, after interviews with the selected applicants. Fortum reserves all rights to select the participants and the Ideas for the Program. If You are selected to the Program, Fortum will notify You and You will enter into a separate agreement with Fortum specifying the terms relating to Your participation in the Program.

6. Participation in the Program and Compensation

If You are selected to the Program, Fortum's aim is to support the co-creation and development of Your Idea by, for example, providing relevant industry know-how, coaching, and expertise during the Program. In addition, Fortum may offer office space and other tools and templates that may be beneficial for You to develop the Idea further. During the Program You and Fortum (each a "**Party**") will explore opportunities to co-create and develop Your Idea further, possibly towards a working business concept, innovative products, or solutions. You are expected to be dedicated to developing the Idea during the two (2) month period of the Program to ensure the most successful outcome for Your participation in the Program.

If You are selected to participate in the actual Program and enter into an agreement with Fortum concerning the Program, Fortum will pay You a total compensation of EUR 10 000 (ten thousand Euros) for the work conducted during the Program period of two (2) months ("**Compensation**"). The Compensation is a total lump-sum compensation independent of whether You participate as an individual or as a team or a start-up. For example, if You participate as a team of two (2) persons, You, as the team, will receive the Compensation and may divide the Compensation among the two of you. The compensation will be paid out in two (2) or more installments as more specifically agreed between You and Fortum in writing. You are responsible for all taxes and fees associated with the receipt of the Compensation unless separately agreed otherwise with Fortum.

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

7. Confidentiality and Intellectual Property Rights

Both You and Fortum may receive Confidential Information from each other during the application phase and/or during the Program. "**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 application to, or participation in, the Program. 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 2023, 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. 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 Program ("**Foreground IP**") unless You and Fortum agree otherwise in writing. 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. You warrant that the Idea and any other materials or ideas You submit or otherwise provide to Fortum in connection with the Program 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.

8. Other

You, as an applicant to the Program, are considered to be an independent contractor and the application or participation in the Program 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 applying or (if selected) participating in the Program 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, 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.