

THE WATER COUNCIL, INC.

INNOVATION PROGRAM

TERMS & CONDITIONS 2022

The Water Council (TWC) and its Program Sponsor Entities (PSEs) jointly known as the “Hosts” are offering the application platform for several TWC program challenges. Each Challenge (“Challenge”) is governed by this Agreement (“Agreement”) detailing the Terms & Conditions agreed to by the applicant (“Applicant”) by entering the Challenge. All Applicants agree to abide by this Agreement as a binding legal agreement between Applicant and Hosts with respect to the Challenge.

Except where specifically noted below, all Terms & Conditions herein are applicable to the following Challenges on the Application Platform: BREW 2.0 Water Technology Post-Accelerator (“BREW 2.0”), Pilot Program and Tech Challenge. General descriptions of each of these programs can be found at www.thewatercouncil.com.

CHANGES TO TERMS & CONDITIONS

TWC may revise and update these Terms & Conditions from time to time at the sole discretion of TWC and the PSEs. All changes are effective and binding immediately when posted. Applicants are advised to check the Terms & Conditions posted on the specific challenge page to remain aware of all current rules.

ELIGIBILITY

Applicants must be at least 18 years of age to apply. Applicants may be individuals (including students, researchers and entrepreneurs) or entities (such as LLCs, partnerships, corporations, etc.). An entity must apply under the name of a single registered Applicant with additional team member names noted in the application. At least one team member must be a registered user of the Application Platform, but all team members are encouraged to become registered users of the Application Platform and create user accounts.

Applicants may submit more than one application per challenge and may apply to multiple concurrent challenges. Prior acceptance to a challenge or challenge awards does not restrict an applicant from submitting for current or future challenges. Previous Challenge monetary award winners should refer to section ‘Other Terms and Conditions, #3.’ Previous BREW Accelerator participants may apply to and be considered for the BREW 2.0 Post-Accelerator.

LANGUAGE

All submitted applications, materials and presentations must be in English. At least one team member must be fluent in English.

SUBMISSION DEADLINE

Submission deadlines vary according to each offering. Applicants can find detailed information on the Application Platform for each Challenge offering stipulating a specific time and date deadline. All submission

deadlines are in U.S. Central time and applicants should ensure that their complete application materials are received before the deadline in U.S. central time zone. Late applications, draft or incomplete applications will not be considered.

Applicants should allow ample time to prepare and submit all required materials through the Application Platform and review the application system and requirements early in the process. While TWC staff members are prepared to assist applicants with questions and technical problems, it is the responsibility of the applicant to start early so as to have sufficient time to address any questions that may arise. TWC will make every effort to address applicant questions or technical difficulties even on the day of the deadline; however, TWC cannot guarantee or assure that last minute queries or technical difficulties can be resolved in time to meet the deadline. **We strongly encourage applicants to draft responses offline to avoid losing work.**

NON-DISCLOSURE AGREEMENTS (NDAs)

Each Applicant is solely responsible for securing and protecting its intellectual property rights. Please consult with counsel before submitting an application regarding protection of any intellectual property rights. Applicant is solely responsible for managing intellectual property rights and agree to indemnify and hold the Hosts harmless from any and all claims arising from proprietary intellectual property used in developing, and/or included in, the submitted solution. Applicants are encouraged to submit all non-proprietary data and information needed to support the application.

TWC does not require PSEs, Selection Panel members (defined below), third party technical reviewers or staff to sign confidentiality or non-disclosure agreements.

OWNERSHIP OF INTELLECTUAL PROPERTY AND SUBMISSIONS

Intellectual Property includes, but is not limited to, inventions, patents, copyrights, trademarks and any other intellectual property rights anywhere in the world and registrations and applications for any of the foregoing. All intellectual property related to the application shall remain with the owner of said intellectual property.

All submissions must be a Team's original work product that does not infringe upon the intellectual property, any other legal or moral right of any person or entity and does not otherwise violate any laws, rules, regulations, or agreements entered into by the Team or individual Team members

Determination of ownership of all intellectual property (as defined above) related to the application shall be the responsibility of the Applicant. Applicant is solely responsible for managing intellectual property rights and agrees to indemnify and hold the Hosts harmless from any and all claims arising from proprietary intellectual property used in developing, and/or included in, the submitted solution.

SELECTION PANEL

A Selection Panel, consisting of engineering, product, marketing and other team members of the corporate sponsoring organizations, will evaluate applications and presentations for the Tech Challenge (the "Selection Panel"). The Selection Panel will evaluate all submissions and presentations based on their commercial promise, impact and viability in accordance with the application material submitted.

For the Pilot Program and BREW 2.0 competitions, water technology industry experts, utility professionals and other subject matter experts will review and assess applications and evaluate submissions based on their commercial promise, impact and viability in accordance with the application materials submitted and the

goals and objectives of those programs.

Individual members of the Selection Panel may request additional information or pose questions to Applicants during the Application period. Additional information or responses to these questions supplied to the Selection Panel will be considered part of an Applicant's submission.

SELECTION PROCESS

The Selection Panel may select one or more winners per Challenge category, including a winner and runners-up if the Selection Panel so determines, based on the selection criteria outlined below. The Water Council will contact selected Applicants regarding advancement to the Semi-Finalist round at the email address or phone number provided by Applicant in the application.

1. **SEMI-FINALIST ROUND:** Following review by the Selection Panel, applicants may be advanced to a Semi-Finalist round and invited for an online interview with the Selection Panel. Specific instructions will be provided to Applicants for a virtual presentation and Q&A with the Selection Panel.
2. **FINALIST ROUND:** Semi-finalists judged by the Selection Panel as having the highest alignment to the interest and goals of the PSEs will be invited to the Finalist round. Awardees will be selected from this subset of Applicants. Finalists will be invited for a 1:1 meeting with specific members of the Selection Panel expressing interest in a more detailed conversation with Applicant. Prior to these finalist meetings, TWC may, if needed, facilitate a mutual NDA between Applicant and the interested PSE.
3. **WINNERS:**
 - a) **Tech Challenge:** The top prize winner from each Challenge category will be announced on our website and featured in a press release. Winners will receive a cash prize in accordance to the Challenge website. Non-prize winners may still have the opportunities for engagement with the Challenge sponsors at the desire/discretion of both parties. Neither prize winners nor non-prize winners are promised or guaranteed any other specific outcome, benefit or engagement with the CSEs other than a monetary prize (in the case of the primary winner).
 - b) **BREW 2.0:** Up to 10 Applicants will be invited to participate in the BREW 2.0 virtual program and cohort. Winners do not receive a financial investment of any kind, nor is investment promised. BREW 2.0 cohort companies are featured on The Water Council's website and benefit from visibility, matchmaking and key contacts through targeted matchmaking and programming. Costs for the BREW 2.0 program are covered by corporate and philanthropic sponsors and there is no cost to participate. Cohort members may be required to travel to Milwaukee, WI at their own expense for the final Demo Day showcase.
 - c) **Pilot Program:** The number of Awards will be determined for each open application period correlating directly to 1) available program funds and 2) topics of priority interest and 3) evaluation and recommendation of the Pilot Advisory Committee. In a typical year, four projects are awarded funding but that can vary. No single project will be awarded more than \$50,000 and applicant match as in-kind or matching funds must be demonstrated. Projects must be deployed in Wisconsin to be eligible for funding.

PRIZES AND AWARDS

Each solution will be evaluated against a set of criteria in alignment with the goals of the program and/or challenge statement. All decisions will be final and determined at the sole discretion of the judges and/or the PSEs.

Applicants shall be responsible for the payment of all applicable taxes on any prize money received.

TRAVEL REQUIREMENTS

Any travel and other expenses related to participation in an innovation program are the responsibility of the Applicant. If an applicant is selected as a finalist for the Tech Challenge by TWC and the PSEs, the applicant may be required to attend an in-person pitch event at their own expense. Alternative remote pitch formats may be considered solely at the discretion of TWC and the PSEs.

PUBLICITY AND PRIVACY

Except where prohibited, by participating in the Challenge, Applicant understands that the Challenge may be photographed, videotaped, recorded, etc. and hereby grants TWC and/or PSEs the right to use or refrain from using Applicant's name, contact information, including without limitation e-mail addresses, and/or likeness, and any and all footage about Applicant's participation in the Challenge and Applicant's Challenge submission, in any manner or media that TWC and/or PSEs sees fit without Applicant's review or approval and without compensation. By participating in the Challenge, Applicants agree that their personal data provided as part of the Challenge may be used for the purposes of the Challenge.

LIABILITY RELEASE AND INDEMNIFICATION

Applicant shall release, indemnify, defend and hold TWC and PSEs, and their officers, directors, employees, successors, partners and assigns, harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), whether known or unknown, currently accrued or accruing in the future, contingent or otherwise, incurred by TWC and PSEs at any time in connection with, arising out of or relating in any way to the Applicant's participation in this Challenge.

Applicant understands and agrees, that if he/she uses proprietary assets, including intellectual property or equipment, in this Challenge, Applicant is solely liable for obtaining all required legal rights to use the intellectual property. Applicant agrees to indemnify and hold TWC and PSEs, and their officers, directors, employees, successors, partners and assigns, harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees), relating to any claims brought with respect to intellectual property that Applicants introduces and/or uses in the Challenge.

Applicant shall indemnify and hold harmless TWC and all of TWC officers, directors, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the negligent acts or omissions of the Challenge registrant organization, or any of its agents or subcontractors, in performing work under this Agreement.

DAMAGE TO EQUIPMENT

Applicants accept total liability for any damage their actions or equipment may inflict upon the property and/or person of any other Applicants, partners, or vendors involved in the Challenge as well as any other persons or entities affected. The Hosts shall in no case be responsible for any damage arising out of participation in the Challenge or to any other persons or entities.

DISCLAIMER

In no event will TWC and the PSEs be liable to you, or any third party related to or affiliated with Applicant, for any direct, special, incidental exemplary, punitive or consequential damages (including loss of use, data, business or profits) arising out of or in connection with your participation in the challenge, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not sponsors have been advised of the possibility of such loss or damage.

GOVERNING LAW AND SEVERABILITY

This Agreement and its Terms & Conditions are governed by the law of the State of Wisconsin. Any action, suit or case arising out of, or in connection with, this Challenge or the Terms must be brought in either the federal or state courts located in Milwaukee, WI. All disputes, claims and causes of action arising out of or in connection with the Challenge, prizes or the Agreement shall be resolved individually, without resort to any form of class action. Each of the Applicants hereby submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

OTHER TERMS & CONDITIONS

1. The Water Council reserves the right to cancel the Challenge if: (A) it receives fewer than 5 Applications by the Submission Deadline, or (B) it doesn't receive enough Applications of substantial quality to support the competition, as determined solely and exclusively by the Selection Panel. In addition, The Water Council reserves the right to extend any and all application deadlines for any reason, by up to 30 days.
2. The Water Council reserves the right to disqualify or prohibit from participating in the Challenge any Applicant that makes a submission that, in the sole discretion of The Water Council, does not comply with these Official Terms or violates the spirit of the Challenge.
3. If an Applicant has received a monetary prize award under a similar Challenge topic offered by The Water Council in a prior round, Applicant may reapply under a similar challenge topic, but will be ineligible from winning prize money.

GENERAL

The Challenge is subject to all applicable federal, state, and local laws and regulations. The Challenge is offered by Hosts, who are not responsible for (i) late, lost, damaged, incomplete, or misdirected Challenge submissions, responses, or other correspondence, whether by email or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of Challenge submissions; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties.

The Hosts reserve the right, in their sole discretion, to cancel, modify or suspend the Challenge in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Challenge is compromised, without liability to the Applicants. The Hosts reserve the right to disqualify any Applicant, as determined by TWC and PSEs, in their sole discretion.

AUTHORIZATION

By agreeing to participate in the Challenge, the Applicant(s) certifies that they will adhere to all rules and stipulation set forth in this Agreement.

CONTACT

This program is delivered by:
The Water Council
247 W. Freshwater Way, Suite 500
Milwaukee, WI 53204