

Challenge eRFP Challenge-Specific Agreement

Please Read This Carefully! You and Electricity Supply Board (“ESB”) are agreeing to a Challenge-Specific Solver Agreement for this particular eRFP Challenge (“Challenge®”) only, as permitted in the **Terms of Use**. The Seeker for this Challenge has required that you accept these special terms, so please take the time to understand them.

If you click "Publish" and submit a proposed solution on to the <https://esb.wazoku.com> platform for this Challenge, this Challenge-Specific Agreement (“CSA”) will be a valid and binding agreement for all purposes relating to this Challenge and an addition to the existing **Terms of Use** that you accept when you registered as a Solver for all purposes relating to this Challenge. Please print and keep a copy of this CSA. No provisions you may have agreed to that are specific to any other individual Challenge will apply.

Challenge rules:

All proposers are invited to read carefully the challenge brief and the “eRFP Challenge Specific Agreement” attached below in the Attachments section, before submitting a solution. By submitting a solution they automatically accept the attached Regulations other than the Terms of Use of this platform.

Explain your proposal clearly and attach documents of <5MB (max 3 files) if needed.

- **Proposed Solutions.**

As a Solver you may submit a proposed solution (your "Proposed Solution") to the Challenge posted on the website by the Seeker to which this CSA relates. In addition, by submitting your Proposed Solution(s) you agree to provide additional reasonable assistance and information concerning your Proposed Solution to the Seeker, if requested. **BY SUBMITTING A PROPOSED SOLUTION, YOU REPRESENT THAT THE PROPOSED SOLUTION DOES NOT CONTAIN AND WILL NOT BE DEEMED TO CONTAIN ANY CONFIDENTIAL INFORMATION OF ANY KIND WHATSOEVER.** Solvers with Proposed Solutions that are highly responsive to the terms of the Challenge may be selected and contacted by the Seeker for next steps.

- **Acceptance of Proposed Solutions.**

ESB will notify you within a commercially reasonable timeframe after the end of the Time Period set forth in the Challenge Statement whether the Seeker will continue to evaluate your Proposed Solution for further business discussion or reject your Proposed Solution. If the Seeker is continuing to evaluate your Proposed Solution, there is no set timeframe by which the Seeker must decide whether it is interested in negotiating with you to establish a services agreement or other contractual relationship. The Seeker has absolute and sole discretion to

determine whether to proceed with any further business negotiations or discussions surrounding a Proposed Solution.

You acknowledge and agree that Wazoku is not responsible for and has no liability for the selection of a winning solver, if any. You further agree to hold Wazoku legally harmless in regard to the selection of a winning solver, if any. You agree to hold Wazoku legally harmless for any advice it may provide as to the quality or suitability of submitted solutions and agree to waive any claim against Wazoku for your failure to win an award. The meeting of the requirements of the Challenge does not automatically mean that the Proposed Solution will be eligible for an Award or that you will be contacted by the Seeker. **PROPOSED SOLUTIONS MUST NOT CONTAIN OR INCLUDE IDEAS, CONCEPTS, SOLUTIONS OR TECHNOLOGY IN RESPECT OF WHICH A THIRD PARTY OWNS OR CONTROLS THE INTELLECTUAL PROPERTY. PROPOSED SOLUTIONS AND DESCRIPTIONS THEREOF MAY NOT INCLUDE TRADEMARKS OR TRADE NAMES OF CORPORATIONS OR ENTITIES WITHOUT THE PERMISSION OF THEIR OWNERS.**

At the time you send any Proposed Solution, in whole or in part, to ESB, and whether or not your Proposed Solution is selected by the Seeker, the Proposed Solution and associated materials (if any) shall become the property of the Seeker and will not be returned. The Seeker, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use your Proposed Solution (and have no obligation to you or any other person or entity after your Proposed Solution is received). All intellectual property rights, if any, in the idea or concept demonstrated by the Proposed Solution will remain with the Solver. By submitting a Proposed Solution to this Challenge, each Solver agrees to grant to the Seeker and to ESB the right to use the Proposed Solution and the associated IP rights for the only purpose of the Challenge.

Please also be aware that your Proposed Solution may not be acknowledged and will not be received or held "in confidence" and your Proposed Solution does not create a confidential relationship or obligation of secrecy between you and any of the entities involved in this Challenge. You recognize that other persons, including other Solvers, may have provided the Seeker or others, or made public (or may in the future submit, or make public) materials that are the same or similar to your Proposed Solution. You acknowledge and agree that the Seeker shall have the right to use such same or similar materials, and that you will not be entitled to any compensation arising from the Seeker's use of such materials. By submitting a Proposed Solution, you understand, recognize and accept that the Seeker has access to, may create in the future or has previously created materials and ideas which may be similar or identical to your Proposed Solution in concept, theme, idea, format or other respects.

1. **Representations and Warranties.** You represent and warrant that:
 - All information provided by you regarding yourself and, if applicable, your business ("Solver Information") is true, accurate, current, and complete information and you

will maintain and update the Solver Information to keep it true, accurate, current and complete;

- If you are an individual representing a business or other entity, you are authorized to enter into this Agreement on behalf of that business or entity;
- Unless otherwise disclosed in the Proposed Solution, you are the owner of the Proposed Solution and the information contained in the Proposed Solution and the use thereof by the Seeker or ESB of any of the rights granted by you under this Agreement, does not infringe or violate any patent, copyright, trade secret, trademark or other third-party intellectual property right and no other person or entity other than you has any right, title or interest in any part of your Proposed Solution;
- No person who was engaged by you to work on the Proposed Solution in any manner has any claims for payment of any kind, including, without limitation, for royalties, has any approval or consultation rights or any rights of participation arising out of any use, exhibition or other exploitation of the Proposed Solution;
- You have the ability to provide the services, materials, or other requirements as set forth in the Proposed Solution in compliance with applicable laws.

- **General Conditions.**

You should not register with multiple email and/or street addresses. In the event of a dispute as to any Proposed Solution, the authorized account holder of the email address used to enter will be deemed to be the person who submitted the Proposed Solution. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

The Seeker reserves the immediate right to disqualify you if, in its sole discretion, you: (i) do not in comply with the Terms of Use or this CSA, (ii) tamper with the submission process, the Challenge, or the Website; or (iii) act in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner.

Participation is conditioned on providing the data required on the online registration form. Personal data will be processed in accordance with the ESB ("Eco Partners") Privacy Policy which can be located at <https://esb.ie/fns/privacy-notice-and-cookies-policy/>.

When the User/Entity accesses the ESB Eco Partners platform and submits a solution, ESB and other ESB Group companies that consider the solution interesting or to be better investigated, become the independent Data Controller of the processing of all the information provided by the User/Entity. ESB will transfer only Personal Data necessary to perform the contract or necessary for pre-contractual measures to allow you to participate to the Challenge.

Solvers should direct any request to access, update, or correct information to ESB Eco Partners. Neither ESB Eco Partners nor Seeker is responsible for human error, theft, destruction, or damage to Proposed Solutions, or other factors beyond its reasonable control.

- **Conflict.**

In the case of any conflict between the terms of this CSA and the Terms of Use, this CSA controls.

- **Declaration of honour.**

By submitting the Proposal, the Solver, who is not an employee of the ESB Group of companies, confirms that the Solver has read and understood the “Declaration of Honour” on exclusion criteria and absence of conflict of interests attached in Annex 1 to the present Challenge-Specific Agreement.

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ANNEX 1

Declaration of Honour

I undertake to inform ESB and the Seeker, immediately, if after the date of submission till the end of the evaluation process, any of the exclusion of conflict of interest causes will arise.

Declaration of honour on exclusion criteria and absence of conflict of interest

The undersigned Solver declares that it (or persons having powers of representation, decision making or control over it) is not in one of the following exclusion situations:

a) bankrupt, being wound up, having affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, subject to any other similar proceedings or similar procedure provided for in national legislation or regulations;

b) convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) guilty of grave professional misconduct;

d) in breach of social security or tax obligations in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

e) committed fraud, corruption, involved in a criminal organization or any other illegal activity;

f) subject to a conflict of interest;

g) made false declarations in supplying the information required, as a condition of participation in the challenge or has not failed to supply this information;

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