

Feasibility Challenge

Terms & Conditions

This incentive-based competition ("Feasibility Challenge") is conducted as part of the Rio Tinto Open Innovation Process, sponsored by Rio Tinto ("Sponsor").

You ("Innovator") have been selected to participate in this Feasibility Challenge because you were selected as a winner of the Concept Challenge conducted as part of the Rio Tinto Open Innovation Process.

Your participation in this Feasibility Challenge constitutes your acceptance of these Terms & Conditions.

1. Eligibility

- (a) Unless otherwise specified, this Feasibility Challenge is open to individuals, teams or companies who were selected as a winner of the related Concept Challenge in the Rio Tinto Open Innovation Process.
- (b) For teams or companies, a primary contact must be designated for the duration of the Feasibility Challenge and any follow-up communications.
- (c) To be eligible individuals must be at least 18 years of age as of the day they accept to participate in the Feasibility Challenge and not be employee(s) of Rio Tinto or any company, partnership, joint venture or other corporate entity that, whether directly or indirectly, controls, is controlled by, or which is under the same management or control of either Rio Tinto Limited (ABN 96 004 458 404) or Rio Tinto plc (Company No. 719885) ("**Rio Tinto Group**").

2. Submission

During the Feasibility Challenge, Innovator must submit to Sponsor written materials and physical samples ("**Feasibility Submission**") in response to any submission requirements and evaluation criteria made available in Feasibility Challenge Guidelines or directly by Sponsor. Innovator agrees:

- (a) that the Feasibility Submission will contain at least the following:
 - (i) a written report that summarizes Feasibility Challenge development findings, including experimental results, technical and financial feasibility assessments, refined solution concept(s) descriptions, recommendations and other requirements as requested by Sponsor;
 - (ii) physical samples of processed materials for Sponsor's independent evaluation of processing effectiveness of the Innovator's proposed solution concept(s);
 - (iii) a project plan and funding request for development work to be undertaken during any proposed further co-development of the solution concept(s) outlined in Feasibility Submission, project plan should include key tasks,

timeline, resources and requested Sponsor support, along with a description of proposed deliverables and outcomes from further development;

- (b) that the timing of provision of the Feasibility Submission will be advised by the Sponsor during the Challenge;
- (c) that the Feasibility Submission, and any content or ideas contained therein, is their own original work and does not infringe third party rights, including but not limited to rights protected under applicable copyright or patent laws;
- (d) that the Feasibility Submission will only include intellectual property or confidential information where it is directly pertinent to Innovator's proposed solution concept(s) and where it is done within the scope of a signed non-disclosure agreement with Sponsor. Sponsor recommends that Innovator seek independent legal advice if they have any concerns about confidentiality or intellectual property rights prior to providing the Feasibility Submission;
- (e) to provide reasonable assistance and additional information to Sponsor concerning the Feasibility Submission, if requested;
- (f) that they remain the owner of the Feasibility Submission, and any content, intellectual property rights or ideas contained therein, but grant to the Sponsor a royalty-free, non-exclusive, irrevocable, worldwide, perpetual, sublicensable, transferable, license to use and reproduce (in any form) the Feasibility Submission (and any intellectual property rights subsisting therein) for its business purposes without attribution to the Innovator; and
- (g) to not disclose, transfer, sell, license or otherwise grant any rights to the Feasibility Submission (and any intellectual property rights subsisting therein) to any competitor of the Sponsor or the Rio Tinto Group, existing or potential, in the mining, minerals and/or primary metals industries.

3. Judging and Selecting Winner(s)

During the Feasibility Challenge, the Sponsor's judges will select one or multiple winners of the Feasibility Challenge who will be eligible for a further monetary amount ("**Feasibility Award**") to be applied toward further development of solution concept(s) described within Innovator's Feasibility Submission. Innovator agrees and acknowledges that:

- (a) judges' decisions and award of the Feasibility Award is final and cannot be appealed or questioned;
- (b) Sponsor will provide Innovators who are not winners with brief feedback and decision rationale;
- (c) Sponsor reserves the right to disqualify any Innovator for any reason at any time;
- (d) the Sponsor will be the sole decision-maker in determining the viability of any

Feasibility Submission;

- (e) the Sponsor otherwise has absolute discretion to determine whether the judges will or will not award a Feasibility Award, how many Feasibility Awards will be awarded, and the amount of any Feasibility Award;
- (f) if Innovator is eligible for a Feasibility Award and desires to further develop the solution concept(s) described within the Feasibility Submission together with the Sponsor, the Innovator further agrees:
 - (i) to facilitate the further development of the solution concept(s) described within the Feasibility Submission, together with the Sponsor, by way of signing a development agreement(s) and other documents reasonably requested by Sponsor (which will be made available to Innovator upon request); and
 - (ii) that the Feasibility Award will be disbursed according to the following schedule:
 - A. 50% of the Feasibility Award following the Innovator signing a development agreement(s) and other documents reasonably requested by Sponsor; and
 - B. the remaining 50% of the Feasibility Award after Sponsor's receipt of deliverables under the development agreement(s) or as otherwise agreed in the development agreement(s).

4. Indemnification, Disclaimer

- (a) Innovator (and each of them) agrees to indemnify and hold harmless the Sponsor, the Rio Tinto Group and personnel, and any individuals or supporting organizations supporting facilitation of the Feasibility Challenge, in relation to anything arising from the Feasibility Challenge.
- (b) In no event shall Sponsor or the Rio Tinto Group be liable to Innovator for any consequential, incidental, indirect, special, punitive or exemplary damages (including, without limitation, lost profits, business or goodwill) suffered or incurred by such party in connection with the Feasibility Challenge, even if advised of the possibility of such damages.

5. General

- (a) Sponsor reserves the right to cancel, suspend and/or modify the Feasibility Challenge or the Rio Tinto Open Innovation Process, or any part of it, for any reason and at any time, acting reasonably, without incurring any liability.
- (b) If any conflict or inconsistency arises between these Terms & Conditions and any other terms made available to Innovator during the Feasibility Challenge, these Terms & Conditions take precedence.
- (c) Many governments regulate the export of certain technical data and information. Before submitting technical details of a technology, Innovator must research

applicable Export Control laws or seek professional advice to assure Feasibility Submission remains Export Control compliant. By submitting such details, Innovator certifies that such technical information is not restricted for export.

- (d) The formation, existence, construction, performance, validity and all aspects of these Terms & Conditions shall be governed and interpreted in accordance with laws of Quebec and in the event of any dispute arising in relation to these Terms & Conditions or any dispute arising in relation to the website whether in contract or tort or otherwise the courts of Quebec will have non-exclusive jurisdiction over such dispute.
- (e) This agreement, all documents, correspondence and notices related hereto are written in English at the express request of the Parties. Cette entente et tous les documents, correspondance ou avis s'y rapportant sont rédigés en anglais à la demande expresse des Parties.
- (f) If you have a question about the Rio Tinto Open Innovation Process please contact martin.theberge@riotinto.com
- (g) Rio Tinto reserves the right to modify these Terms & Conditions at any time without prior notice.
- (h) By submitting a Feasibility Submission and personal data to Sponsor, Innovator agrees to the Sponsor's [Privacy Policy](#).