



**Hawaiian Electric  
Maui Electric  
Hawai'i Electric Light**

## **Submission Terms and Conditions for Innovation**

I am submitting to Hawaiian Electric Company (and its subsidiaries Maui Electric and Hawaii Electric Light Company, collectively referred to as "COMPANIES") certain information on technologies, and/or other materials having to do with the development of new products, processes, and/or mechanisms (collectively referred to as the "**Submission**"). I understand that COMPANIES do not receive unsolicited Submissions under any circumstances or conditions, express or implied, that could create a confidential relationship or a contractual relationship between COMPANIES and the submitter. Therefore, in making this Submission, I agree to the conditions printed below and further agree that these conditions apply broadly to COMPANIES.

**(1) Non-confidential Submission.** Only non-confidential information is included in my Submission. All information disclosed to COMPANIES in this Submission will be considered as non-confidential public information.

**(2) Further Discussion.** If COMPANIES are interested in further discussions about my Submission, a COMPANIES representative will contact me. All information disclosed by me in such further discussions will also be non-confidential. If, in the future, both COMPANIES and I decide that we need to discuss confidential information, then we will sign a written confidentiality agreement. I understand that COMPANIES will only receive and treat information as confidential if the information is covered by a formal, written confidentiality agreement signed by me and an authorized representative of COMPANIES prior to the time I disclose my confidential information to COMPANIES.

**(3) Decision not to Pursue.** COMPANIES will not be obligated to provide me with any explanation as to why COMPANIES may ultimately decide not to pursue my Submission. However, COMPANIES at its sole discretion may nonetheless choose to provide some explanation. I agree that COMPANIES will be under no liability whatsoever as to my use of such explanation, and I agree to hold COMPANIES harmless against any liabilities relating to or arising out of my use of such explanation.

**(4) IP Rights.** I will rely solely on my intellectual property rights, such as any applicable patent, trademark, copyright and design registrations (collectively, "**IP Rights**") to protect information included with my Submission. I understand that the protection I have for information included in my Submission is limited to the scope of my IP Rights. I understand that I must seek appropriate legal protection for my IP Rights (for example, filing a patent application or a trademark registration with appropriate government patent and trademark offices) before disclosing my ideas to anyone (including COMPANIES or any other party) on a non-confidential basis, or I may risk losing the ability to protect my ideas with IP Rights according to applicable law.

**(5) Commercial Vendor / Supplier.** If I am a commercial supplier/vendor relying on expertise or tangible assets to provide unique services or capability, I will not disclose any confidential information pertaining to my expertise or tangible assets to COMPANIES unless and until a formal confidentiality agreement is signed by both me and COMPANIES. I understand that a confidentiality agreement will not prevent any party from independently developing the same or similar expertise or physical assets and offering their services to any other party (including but not limited to COMPANIES). I understand that obtaining IP Rights is the only way to legally prohibit another party from having rights to commercially use independently developed technology or capability.

**(6) No Grant of Rights to COMPANIES.** I am not granting COMPANIES any commercial rights to my IP Rights by my Submission. However, I understand that any aspect of my Submission that is not protected by my valid, enforceable IP Rights or a written, formal contract may be commercially used by any third party, including COMPANIES.

**(7) No Return of Submission Materials.** Because of complications involved, COMPANIES will not have any obligation to return any materials (including, for example, drawings, photos, and prototype models) included in the submission.

**(8) Representation of Age.** I acknowledge that COMPANIES will only receive submissions from persons 18 years or older. By agreeing to these terms and considerations, I represent that I am 18 years or older.

**(9) Representation of Compliance with Applicable Export Rules and Regulations.** Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, and anti-terrorism. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. If I am not a citizen of the United States of America (or for legal entities, if submitting company or any of its parent, affiliate, or subsidiary entities are not legal entities formed under the laws of any state within the United States of America), I represent that to the best of my knowledge that providing the Submission to COMPANIES does not require me to obtain any necessary export license, or that I have confirmed that a license exception applies to my Submission.

**(10) Representation of Ownership.** I represent that to the best of my knowledge I am legally free to make this submission and that I am either the owner of the submission or the authorized representative of the owner of the submission.

**(11) No Other Agreements.** I understand and agree that there are no other agreements or understandings that apply to my Submission, that any prior agreements or understandings are superseded, and that no modifications or exceptions to these Terms and Conditions will apply unless agreed to by both me and COMPANIES in a formal, written contract.

**(12) Applicable Law.** The website from which this document was downloaded ("**Website**"), these terms and conditions, and any Submission made pursuant to the Website are governed by the substantive law of and is subject to the exclusive jurisdiction of the State of Hawaii, USA, without regard to any principle of conflict or choice of laws that would cause the application of the laws of any other jurisdiction.

**(13) Subsequent Disclosures.** Each of the above conditions applies to the materials included in my original Submission as well as to anything I may later disclose to COMPANIES, orally or in writing, unless COMPANIES and I have reached a prior written agreement signed by me and an authorized representative of COMPANIES.