

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. Eligibility: Except where regulated or restricted by law, the Open Innovation Coating Challenge (“Contest”) is open to legal residents of the 50 United States and the District of Columbia who are (a) 18 years of age or older, who are the owner or authorized representative of (b) any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, company (including any company limited by shares, limited liability company or joint stock company), firm, society or other enterprise, association, organization or entity (“Company”), at the time of entry. Employees, contractors, directors, and officers, and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in same household, whether related or not) of the sponsor, Ørsted North America Inc. (“Orsted” or “Sponsor”), its subsidiaries, affiliates, suppliers, consultants, legal counsel, public relations, sales representatives, advertising and promotional, and marketing agencies, and any others engaged in the development or distribution of this Contest are not eligible to enter or win. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Contest (“Official Rules”). All federal, state, municipal, and local laws and regulations apply. Sponsor reserves the right to verify all eligibility qualifications. **Void where prohibited by law.**

2. Entry Period: The Contest begins at 6:00am eastern standard time on October 19, 2020 and ends at 11:00pm eastern standard time on November 30, 2020 (“Entry Period”). Entries must be submitted during the Entry Period in order to be eligible for the Contest.

3. How to Enter: To enter, eligible individuals should visit <https://openinnovation.orsted.com/> (and select the link for the Contest) which will take you to a third party site administered by the third party, NosCo, <https://orsted-open-innovation.nos.co/login> for submissions (the “Website”), follow the directions to enter the Contest and provide your submission. Entrants will be required to: (a) complete the entry form by providing certain information, such as (i) name, address, contact information, Company name, title of submitter, state of Company (e.g. unfunded start-up, funded start-up), years in business, and number of employees, (ii) background of Company’s leadership team and reason why Entrant is able to bring its solution to market, (iii) what Entrant believes it will gain from working with Orsted, (iv) description of the Entrant’s solution, including its stage of ideation or development and application, (v) description of how Entrant’s new solution, if applicable, can protect new structures for more than twenty years, and (vi) description of the solution’s sustainability or environmental impact ; and (b) upload a submission into the Contest in the form of a PDF responding to the specific questions presented on the entry page (“Submission”). Each eligible Company, through its authorized representative, completing the entry process and uploading a Submission (“Entrant”) will be entered in the Contest. Posting a Submission in the appropriate section of the Website constitutes entry (“Entry” or “Entries”) into the Contest and consent to and agreement with these Official Rules. Entrants whose Submissions are selected for the Pitch (described in Section 7 below), will additionally need to participate in the pitch process to continue to be eligible to win.

4. Entry Conditions: Limit one Entry person during the Entry Period. Any attempts by an Entrant to submit more than one Entry for a Company into the Contest will result in such Entries being disqualified. Entrants must meet all eligibility requirements listed herein. The first and last name provided by Entrants will be the identity of the Entrant and, if selected and qualified for a prize, the identity of the winner. The

use of a fake name or email address will disqualify an Entrant. Use of agencies or robotic, repetitive, programmed or similar entry methods is prohibited. All Entrants agree to abide by these Official Rules and waive any right to claim ambiguity in this Contest or these Official Rules. All Entries become the property of Sponsor and will not be acknowledged or returned. All Entries must be completed, including uploading of the Submission, during the Entry Period to be eligible for the Contest.

5. Conditions of Submission: The Submission must be a non-confidential description of Entrant's proposed solution to address the coating challenge presented ("**Project**"). The Entrant must be the owner or authorized representative of the Company with authorized to present and submit the Project that is the subject of the description. Any Submission that Sponsor, in its sole opinion, deems to be inappropriate for publication will not be considered, and the corresponding Entrant will be disqualified from the Contest. By entering, each Entrant represents and warrants that: (a) the Submission is the original work of the Entrant and does not violate or infringe any copyright, trademark/tradename, or other proprietary right of any person (including but not limited to rights of privacy) or entity; (b) the Submission either is the sole and exclusive property of the Entrant or Entrant owns or otherwise controls all of the rights to the Submission; and (c) the Submission has not been entered into or won any previous contests or awards and has not been published or distributed previously in any form of media. **Please do not submit Submissions that contain third party intellectual property, know-how or other ideas or submit concepts or depictions of third party artistic works, copyrights, trademarks/tradenames, logos, or similar brand identifying marks.** All such Submissions will be disqualified. By entering, each Entrant further warrants and represents that the Entrant has the authority to enter the Submission on behalf of the Company, that the Submission has not been previously licensed or transferred, and that Entrant unconditionally assigns and transfers to Sponsor all worldwide rights, title, interest and claim, which Entrant now has or may in the future have to their Submission or any element(s) thereof including, but not limited to, all intellectual property rights and each Entrant hereby waives all rights Entrant has or may have in their Submission or any element(s) thereof. The foregoing does not transfer any intellectual property rights in the subject matter of the Project to Sponsor. By entering, each Entrant further warrants and represents that the Entrant has received all rights that may be necessary from any person depicted in the Submission to grant this assignment and transfer of rights and that Entrant can make written copies of such authorizations available to the Sponsor upon request (if the likeness of a minor is included, such written permission must include authorization from the minor's parent or guardian).

Uploading of a Submission is not an indication that the Entrant has won a prize or is otherwise eligible for a prize. Uploading a Submission grants Sponsor the right to use, publish, adapt, edit and/or modify such Submission in any way, in whole or in part, and to use such Submission alone or in combination with other works, as solely determined by Sponsor, in commerce and trade and in any and all media now known or hereafter discovered, worldwide, including but not limited to the <https://openinnovation.orsted.com/> and www.us.orsted.com web sites, without limitation or compensation to the Entrant and without right of notice, review or approval of any such use of the entry. Uploading a Submission further constitutes the Entrant's consent to irrevocably assign and transfer to the Sponsor any and all worldwide rights, title and interest in and to the Submission, including but not limited to all intellectual property rights.

6. Void Submissions: Submissions that are deemed by the Sponsor, in its sole discretion, to be offensive, immoral, obscene, profane, defamatory, not in keeping with the image of the Sponsor, or in violation of these Official Rules will be void. Further, all Submissions that contain copyrighted or other proprietary materials for which the Entrant has not obtained appropriate assignment of rights, as well as any content which disparages or portrays the Sponsor in a negative light, or otherwise violates these

Official Rules will be void. Furthermore, Sponsor is not responsible for lost, incomplete, stolen, damaged, garbled, corrupt, illegible, late, or unintelligible entries, or for printing or other errors appearing in these rules or other Contest materials, misprints or errors in other Contest-related information, garbled communications, failures or malfunctions of internet connections, phones, phonelines, telephone systems, technical or mechanical malfunctions, or other malfunctions, problems or errors, whether caused by equipment, programming used in this Contest, processing errors, human errors or otherwise. Sponsor reserves the right, at its sole discretion, to void any entries from Entrants whom Sponsor believes have attempted to tamper or have tampered with the administration, security, or fairness of this Contest.

7. Pitch Selection: The Submissions will be evaluated by a panel of judges composed of Orsted employees with expertise in the industry based upon the criteria described in these Official Rules and in the exercise of their own judgement for selection to the next round of the Contest. The selection process will begin on December 1, 2020 and end on December 18, 2020. Entrants that have been selected to proceed to the Pitch Submission will be notified by e-mail on December 10, 2020 (each a “**Pitch Entrant**”). Sponsor will appoint judges who are appropriately qualified to review and to judge the Submissions in this Contest. The judges will review each of the posted Submissions and rank the Submissions based upon the following criteria on a scale of 1-5: (i) how well did the Entrant describe their solution; (ii) how well did the Entrant describe how their solution can protect new foundations or repair foundations in service; (iii) ease of the solution to apply to new foundations or foundations needing repair; (iv) feasibility of the Entrant’s plan for how their solution would lower the cost for corrosion protection and maintenance and provide the most efficient cost vs service life ratio for a duration of 35+ years; (v) sustainability or environmentally friendliness of solution; (vi) Entrant’s expertise and background indicative of success; and (vii) should this Submission move on to the pitch round. The top-ranked Submissions, as determined by the judges in their sole discretion, will be the two (2) or more Pitch Entrants.

8. Pitch Process: Entrant and one additional employee or owner of the Entrant’s Company will participate in a live, video-conferenced pitch presentation of no more than thirty (30) minutes in total. Entrants are solely responsible for ensuring that Entrant has access to and necessary equipment to participate in the video conference via video conferencing tools as selected by Sponsor. All Entrants and any additional individuals participating in the pitch presentation must consent to video and audio recording of their pitch presentation. Entrants may use PowerPoint slides to support their presentation, displayed by the Entrant via the video conference technology. A panel of Orsted judges will participate in the presentation and may ask questions throughout the thirty (30) minute presentation. Entrants are permitted to allocate time as they determine; however, Sponsor recommends that Entrants use 15-20 minutes for a pitch presentation and allocate the remainder for panel questions. Pitches will be scheduled to occur between January 4, 2020 and January 8, 2020. Sponsor will work with the Pitch Entrants to identify a reasonable date and time within this period; however, if a date and time is not available, the Pitch Entrant will be disqualified.

If you are an Entrant with a communicative disability who needs any accommodation in order to participate in the pitch process, Sponsor will make reasonable accommodations. Please contact Neil Hamel, Principal, Rhode Island Innovation Hub at Orsted North America Inc. at NEIHA@Orsted.com at least seven (7) days before your scheduled pitch, or immediately upon receiving notification of selection for the Pitch process if the time before the scheduled Pitch presentation.

9. Winner Selection: The one (1) winner of the Contest will be determined through a judging process. Within thirty (30) days after the end of the final pitch presentation, a panel of judges composed of Orsted experts will review all of the Submissions and Pitch presentations from Pitch Entrants and

identify the top Entrants based upon the criteria described in these Official Rules and in the exercise of their own judgment. Sponsor will appoint judges who are appropriately qualified to review and to judge the Submissions in this Contest. The judges will review each of the posted Submissions and rank the Submissions based upon the following criteria: (i) how well did the Pitch Entrant describe their solution; (ii) how well did the Pitch Entrant describe how their solution can protect new foundations or repair foundations in service; (iii) ease of solution to apply to new foundations or foundations needing repair; (iv) feasibility of plan for how Pitch Entrant's solution would lower the cost for corrosion protection and maintenance and provide the most efficient cost vs service life ratio for a duration of 35+ years; (v) sustainability or environmentally friendliness of solution; (vi) Entrant's expertise and background indicative of success; and (vii) strategic fit of solution with Orsted. The top-ranked Submission and Pitch Entrant, as determined by the judges in their sole discretion, will be the Winner of the Contest.

10. Prizes and Approximate Retail Value ("ARV"): The following prize ("Prize") will be awarded to the Winner of the Contest: The Winner will have the opportunity to negotiate to enter into a collaboration with Orsted's Foundation Coating team, with the terms of such collaboration and corresponding definitive agreement subject to the nature of the Project and the parties' subsequent negotiation. All federal, state and local taxes, and all other costs associated with acceptance or use of the Prizes, are the sole responsibility of the Winners.

11. Odds of Winning: The odds of winning a Prize in the Contest depend upon the number of eligible Entries received during the Entry Period and the quality of the Entry.

12. Winner Notification and Verification: The Winner will be contacted by a representative from the Sponsor within thirty (30) days (*i.e.*, the judging period) after the end of the Pitch process. The Winner will be notified by email or telephone using their contact information provided at the time of entry into this Contest. Receiving a Prize is contingent upon compliance with these Official Rules, including any eligibility requirements. The Winner may be required to sign and return a release of liability, declaration of eligibility, and, where lawful, a publicity consent agreement, all within seven (7) days of acknowledged notification. If the selected Winner cannot be contacted, is ineligible, fails to claim the Prize, or fails to return the completed and executed declaration and releases as required under these Official Rules, the Prize may be forfeited and an alternate Winner selected.

13. Prize Delivery and Conditions: The Prizes will be delivered in the form of initiation of initial collaboration discussions within fifteen (15) days after Sponsor verifies each Winner's eligibility to enter and to win this Contest. A Prize is non-assignable and nontransferable, and may not be given, bartered, sold, or exchanged for cash. A Prize has no cash value and must be accepted by the Winner as awarded. A Prize may not be upgraded, and no substitutions by the Winner will be allowed; except Sponsor reserves the right, in its sole discretion, to substitute a Prize for one of equal or greater value if the designated Prize should become unavailable for any reason. The Winner may waive his/her right to receive the Prize.

14. Conditions and Disclaimers: By entering the Contest, each Entrant agrees that: (a) he or she will abide by and be bound by these Official Rules; (b) neither Sponsor nor any of its affiliated companies or the advertising and promotional agencies affiliated with Sponsor or those affiliated companies, nor any of their officers, directors, employees, agents or representatives (collectively, Sponsor's "Affiliates") are responsible for claims, injuries, death, losses or damages of any kind resulting from participation or inability to participate in the Contest, or the awarding, acceptance, use, misuse, loss, or misdirection of the Prize; and (c) Sponsor is not responsible for any inability of a Winner to accept a Prize for any reason.

In the event a question arises regarding a Winner's identity, the Entry will be deemed made by the holder of the email account associated with the Entry. Entries are void if unreadable, inaccurate, incomplete, mutilated, irregular in any way, or otherwise not in compliance with these Official Rules. Although Sponsor attempts to ensure the integrity of the Contest, neither Sponsor nor any of its Affiliates are responsible for the actions of Entrants or other individuals in connection with the Contest, including attempts by Entrants or other individuals to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. If, for any reason, the Contest is not capable of running as planned by reason of tampering, fraud, industry conditions, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole and absolute discretion to modify these Official Rules, and/or to cancel, terminate, modify or suspend all or any part of the Contest, and in the event of cancellation or termination, to select a Winner from among all eligible non-suspect Entries received up to the time of such cancellation, termination, modification, or suspension, as applicable.

15. LIMITATIONS ON LIABILITY: Neither Sponsor nor its Affiliates shall be liable to the Winner or any other person for failure to supply the Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's or its Affiliates' sole control.

16. Release and Indemnification: BY ENTERING THE CONTEST, ENTRANTS (INCLUDING THE AFFILIATE COMPANY) RELEASE AND HOLD THE SPONSOR AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED TO ACCEPTANCE OF THE PRIZE) AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

17. Miscellaneous:

(a) **Privacy:** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently available at <https://us.orsted.com/privacy-policy>, and the then-current privacy policy posted by Sponsor's Contest administrator, NosCo at <https://nos.co/privacy>. By entering the Contest, each Entrant agrees that Sponsor may share Entrant's personal information with its Affiliates for the purpose of Prize fulfillment in the event Entrant is chosen as a potential Winner. Entrants whose e-mail address is submitted as part of this Contest agree that Sponsor may contact them by e-mail to make Entrant aware of information pertinent to the Contest, and to distribute information regarding Sponsor's products, special events, promotional offers, or purchase incentives. Entrants may choose to opt-out of future e-mail notifications by clicking the link in the e-mail and following the opt-out instructions. Opting in to specific offers does not improve an Entrant's chances of winning.

(b) **Publicity Release:** Except where prohibited, by accepting a Prize, each Winner grants permission for Sponsor and its agents to use his/her name, voice and/or likeness, for advertising, merchandising, promotion and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

(c) **Applicable Law:** The Contest, and any disputes that may arise hereunder, shall be governed in all respects by the laws of the state of Massachusetts without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts for Boston, MA. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

18. Official Rules: By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Rules and decisions of the Sponsor, which are final and binding in all matters relating to the Contest. The Contest will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Contest. The terms of the Contest, as set out in the Official Rules, are not subject to amendment or counteroffer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

19. Sponsor: The Contest is sponsored by Orsted North America Inc., One International Place, Suite 2610 Boston, MA 02110 USA.

20. Copy of Official Rules: Official Rules are available during the Entry Period at each Event site and will be posted on the Sponsor's website at <https://orsted-open-innovation.nos.co/login>.

21. Winner List: For the winner list, send a self-addressed, stamped envelope to: Orsted North America Inc., One International Place, Suite 2610 Boston, MA 02110 USA.