

## PLASTIC INNOVATION PRIZE COMPETITION

### COMPETITION SUBMISSION AGREEMENT

This Competition Submission Agreement (“*Agreement*”) forms a legal contract between You (and Your Eligible Entity (defined below)) and 52HZ, Inc. (“*Sponsor*”). By submitting the registration form through the online portal at <https://www.plasticprize.org> (the “*Site*”) for the Plastic Innovation Prize (“*Competition*”), You agree to be bound by the terms and conditions of this Agreement. If You are entering as a Team Leader (defined below) on behalf of a Team (defined below), then You represent and warrant that You have the authority to bind Yourself, each of Your Team Members (defined below) and Your Eligible Entity (defined below) to this Agreement and the Competition Guidelines attached as Exhibit A (the “*Competition Guidelines*”), which are incorporated by reference into this Agreement. You agree and acknowledge that the Final Submission (defined below) procedures, detailed testing protocols for the final stage of the Competition, and details concerning final stage logistics (“*Rules and Regulations*”) that will govern the final stage of the Competition have not been finalized as of the date of this Agreement. It is the intention of Sponsor that these Rules and Regulations will be finalized and provided to competition finalists at least 30 calendar days prior to the official commencement of the final stage of the Competition, which is defined as the start of Stage 2 Testing (defined below); provided, however, that such Competition Rules and Regulations will be subject to certain changes pursuant to the Competition Guidelines and as described below. To be eligible to enter and win, You must meet each of the following eligibility requirements, and otherwise comply with this Agreement, when You submit a Submission (defined below) to the Site.

“**You**” means each Team (defined below), Team Members (defined below), and Eligible Entity (defined below) participating in this Competition.

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING A SUBMISSION (DEFINED BELOW). THIS AGREEMENT INCLUDES IMPORTANT TERMS REGARDING YOUR INTELLECTUAL PROPERTY RIGHTS IN YOUR SUBMISSION; GRANTS CERTAIN RIGHTS AND RELEASES; OUTLINES THE APPLICABLE ARBITRATION PROCESS; AND MAKES CERTAIN REPRESENTATIONS, WARRANTIES AND INDEMNITIES REGARDING THE SUBMISSION YOU SUBMIT AND YOUR PARTICIPATION IN THE COMPETITION.**

**In consideration of allowing You to participate in the Competition, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You agree as follows:**

**1. Eligibility.** The Competition is open only to Teams (defined below) composed of individuals that meet each of the following requirements upon registration:

- Are not a resident of or located in any country, state, province or territory under sanction by the U.S. Office of Foreign Assets Control, including the BALKANS, BELARUS, BURMA, CUBA, DR OF THE CONGO, IRAN, IRAQ, LEBANON, LIBYA, NORTH KOREA, SOMALIA, SUDAN, SYRIA, YEMEN, and ZIMBABWE. The list of sanctioned countries can change, so visit <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information> for a current list (together, the “*Ineligible Countries*”);
- Are not an individual on the U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (or an immediate family member (spouses, parent, child, sibling, grandparent, and “step” child, wherever they may live) of such an individual) or an entity under sanction by OFAC;
- Your Eligible Entity (defined below) does not have an office or place of business located in an Ineligible Country;
- Are at least 18 years old (or the age of majority in participant’s jurisdiction of residence, whichever is older) at the time of registration;

- Are not directors, officers, members, managers, and employees of Sponsor, Tom Ford International LLC (“**Tom Ford**”), Competition Advisors (defined below), other funders of the Competition, or any of their respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, Judges (defined below), legal counsel, or immediate family members of each of the foregoing (spouse, parent, child, sibling, grandparent, and “step” child, wherever they may live); and
- Have not previously withdrawn, been terminated, or been disqualified from the Competition.
- Otherwise comply with the restrictions in the Competition Guidelines, including ensuring that Product Solutions (defined below) are beyond the idea stage at the time the initial submission is made (at a minimum, have a working prototype of TRL 4 and above).

IF YOU OR ANY MEMBER OF YOUR TEAM DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THIS AGREEMENT, YOU AND YOUR TEAM ARE NOT ELIGIBLE TO WIN A PRIZE. For clarity, if any member of a Team (defined below) fails to meet all of the eligibility requirements in this Agreement (e.g., is a resident of a prohibited jurisdiction listed in Section 1), that Team Member (defined below) must be disqualified from the Team for the Team to be eligible to win any prize. To be eligible to win a prize, entries must be completed and received by Sponsor in the manner and format designated below. If You have any questions about eligibility of any Team Member, including any affiliation with Competition Advisors, please contact [info@plasticprize.org](mailto:info@plasticprize.org). Sponsor has the discretion to determine eligibility, and all decisions by Sponsor regarding eligibility are final.

**2. Competition Period:** The Competition entry period starts at 12:00:01 a.m. (all times United States Pacific Time (“**U.S. PT**”)) on May 18, 2021 and ends at 11:59:59 p.m. (U.S. PT) on October 24, 2021 (the “**Competition Period**”). All Submissions must be received during the Competition Period and meet other requirements in this Agreement to be eligible to win a prize. Sponsor’s or its designee’s computer is the official time-keeping device for the Competition.

**3. How to Enter:** Eligible participants must enter as a team organized under a single legal entity, which means a valid existing legal entity (e.g., corporation, LLC, sole proprietorship, nonprofit, etc.) (a “**Eligible Entity**”) that is duly organized, in good standing in the jurisdiction of its organization, and organized and operated in such a way that it is eligible to receive a Prize (described in Section 6 below) (a “**Team**”). Each Team may have up to eight Team Members, which will consist of (i) contributors of any pre-existing or developed intellectual property to the Team; and (ii) individuals involved in the design, development, or testing of the Product Solution (defined below) (“**Team Members**”), and will not include any (a) investors, donors, and sponsors who make financial contributions to the Team; (b) suppliers of off-the-shelf parts and hardware; or (c) third-party holders of any intellectual property licensed to the Team for use in its Submission (including the Product Solution (defined below)). A single individual must be listed as the representative of the team (“**Team Leader**”) in the Submission. Only a person with the authority to enter into agreements on behalf of the Eligible Entity and to bind such Eligible Entity to this Agreement may participate as a Team Leader. For clarity, all Team Members must individually agree to the terms of this Agreement as specified in this Section 3. A Team’s Submission must be submitted to the Site solely by the Team Leader through the Account (defined below) submission portal. If at any time during the Competition, a Team’s legal status or composition changes (e.g., a Team Member leaves the Eligible Entity), Team must provide written notice to Sponsor within 10 business days of change. Failure to notify Sponsor of changes to a Team’s legal status or composition may result in loss of eligibility. If a Team is selected as a potential winner, each individual Team Member may be required to sign a declaration of eligibility and liability/publicity release, or any other documents reasonably required by Sponsor (or Sponsor’s designee or affiliate) in order to be eligible to potentially win a prize (as described in Section 5 below).

To enter, complete the following steps during the Competition Period:

- First*, Your Team Leader must follow the instructions on the Site at <https://www.plasticprize.org/login/> to begin Your Submission, including by providing a name and email address to create an account for your Team (“**Account**”).

b. *Second*, describe Your Product Solution (defined below), outlining as part of Your Submission how it is capable of replacing thin-film plastic (“**Product Solution**”). To qualify as an adequately developed Product Solution, it must meet the requirements specified in the Competition Guidelines outlined in Exhibit A of this Agreement.

c. *Third*, in Your Account provide all of the requested information and complete all of the required submission steps in the Account submission portal, including the (1) “general information,” (2) “team information,” (3) “requirements,” (4) “product information,” (5) “competition submission agreement,” (6) “upload files,” and (7) “submit” steps. For clarity, after entry of the Team information, each Team Member must consent to the terms of this Agreement by electronic signature, with a request for electronic signature sent to every listed Team Member listed in the (2) “team information” step above after the Team Leader completes the Submission process.

Collectively, all steps taken and information provided during Your completion of the above steps are referred to as Your “**Submission**.” You must complete Your Submission as instructed to participate in the Competition. Submissions received by postal mail or other means not expressly permitted in this Agreement will not be considered. All Submissions must comply with the requirements of the Submission instructions and be in the English language. **Sponsor reserves the right to approve each Team Member and Team before such person or Team is eligible (at Sponsor’s discretion).**

*Merger of Teams:* Teams may not merge without the express prior written permission of Sponsor, which may only be granted (at Sponsor’s discretion) if multiple Teams within a single Eligible Entity wish to merge or if the Eligible Entity of a Team legally acquires the business of another Team, subject to Team size limitations. Any Sponsor-approved Team mergers must be completed before October 24, 2021.

*Disqualifications of Teams:* Sponsor reserves the right to disqualify any Team that (a) becomes embroiled in internal conflicts or disputes; (b) violates the representations and warranties below; or (c) violates any terms of this Agreement or any incorporated or related Sponsor terms, policies, or guidelines.

*Withdrawal:* An individual participant of a Team or an entire Team may withdraw from the Competition at any time. Such Team must provide written notice of withdrawal to Sponsor 10 business days before its withdrawal. Upon withdrawal, such individual participant or Team will: (i) no longer be eligible to receive any prize; (ii) cease use of all Competition materials; and (iii) return (or destroy if so instructed in writing by Sponsor) all media, documents, information, and materials provided to such individual participant or Team by Sponsor or its affiliates or funders. Such individual participant or Team will certify in writing that it has complied with this provision within 10 business days of withdrawal. Once an individual participant or Team has withdrawn or is otherwise disqualified from the Competition, the participant, Team, or Team Members will not engage in conduct that is determined by Sponsor: (x) to reflect poorly on Sponsor or any Competition funder; (y) to be disparaging to Sponsor or any Sponsor employee, director, sponsor or agent, or to Sponsor or any Sponsor employee, director, sponsor or agent; or (z) to disrupt or harm, in any manner, the Competition, Sponsor, or any other Competition funder.

**Limits and Restrictions on Submissions: Limit three Submissions per Team. No individual person or entity may be on or represented by more than one Team.** Each Submission submitted from Team must involve substantially different technologies or polymers. Teams seeking to submit more than one Submission must contact Sponsor by email at [info@plasticprize.org](mailto:info@plasticprize.org) before doing so. Any attempts to obtain additional entries through fraud, bots, or other illegitimate or unfair means will result in disqualification at Sponsor’s discretion. A participant or Team may not have any Sponsor employee, Judge (defined below), Advisor (defined below), or any of their immediate family members, with any financial or other material interest in the participant or Team that may result in a conflict of interests, which will result in disqualification of the Team. For example, a Team may not include an Advisor as a Team Member. If You have any questions about a potential conflict of interests, please contact Sponsor by email at [info@plasticprize.org](mailto:info@plasticprize.org).

By completing Your Submission and consenting to this Agreement, You agree that Your Submission conforms to the representations and warranties detailed below. Sponsor may, in its discretion, remove any Submission and disqualify You from the Competition if it believes that Your Submission fails to conform with this Agreement, including the representations and warranties below.

**4. Representations and Warranties:** You and each of Your Team Members, if applicable, each represent and warrant that:

a. You are eligible to enter the Competition;

b. The Submission is original to You and that You (or Your Eligible Entity) are the owner of all right, title and interest in and to the Submission and have the right to grant the rights granted herein, including all appropriate license rights in all third-party technologies, methods, resources and intellectual property (“*Third-Party Technology*”) in such Submission(s), and that Your and, if applicable, Your Team’s Submission(s) will be accompanied by and in accordance with all appropriate licenses in such Third-Party Technology;

c. You and each of your Team Members have the unconditional right to submit the Submission to Sponsor pursuant to this Agreement and the Submission and the use thereof as contemplated herein does not and will not violate or infringe upon any law or regulation or the rights of any third party, including any intellectual property rights (including copyrights, trademark rights, patent rights), confidentiality rights, moral rights, rights of privacy, rights of publicity, or rights of attribution;

d. Your Submission does not contain any viruses, Trojan horses, worms, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, spy on, or expropriate any system or data;

e. All statements that You assert as fact are true and accurate and Your Submission does not contain untruthful, incomplete, inaccurate or misleading information;

f. You and each of Your Team Members are not a party to (and You each agree You will not become a party to) any agreement, obligation, or understanding that is inconsistent with this Agreement or might limit or impair Sponsor’s rights or the Team’s obligations under this Agreement;

g. There is no suit, proceeding, or any other claim pending or threatened against You or Your Team, nor does any circumstance exist, to Your or any Team Member’s knowledge, which may be the basis of any such suit, proceeding, or other claim that could limit or impair You or Your Team’s performance of its obligations pursuant to this Agreement;

h. Your Submission does not: (i) contain disparaging or defamatory statements; (ii) include threats to any person, place, business, or group; (iii) contain obscene, offensive, or indecent content; (iv) depict any risky behavior; or (v) contain material that promotes bigotry, racism, hatred or harm, against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;

i. Your participation and Your Team’s participation in the Competition does not violate the terms of Your employment (including any procedures established by Your employer with respect to participating in promotions or competitions) and, if required by Your employer, You have permission from Your employer to enter into the Competition and be bound by the terms of this Agreement and the Competition Guidelines;

j. Each Team Member of Your Team has authorized the Submission (or will authorize the Submission when it is made) and expressly agrees to this Agreement and the Competition Guidelines and agrees to release Sponsor from all liability in connection with this Competition and any Competition prize;

k. You and Your Team will comply with all applicable laws, rules, and regulations and will obtain all necessary licenses, waivers, and/or permits from the applicable regulatory bodies or other applicable third parties associated with Your and Your Team’s Submission and participation in the Competition;

l. You and Your Team have had the opportunity to consult with Your own legal counsel and ask questions about this Agreement and acknowledge and agree You have entered into this Agreement with an understanding of the terms and limitations of this Agreement;

m. You will not, and must ensure that Your employees, agents, or representatives do not, engage in any dishonesty or unfairness in obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected, or detected fraud;

n. You and Your Team understand and agree that You and Your Team are responsible for obtaining at You and Your Team’s expense any insurance coverage that You and Your Team consider appropriate;

o. You and Your Team will not engage in any communications with any Judge (defined below) about the Competition outside of any official communication channels offered by Sponsor in its sole discretion.

You and Your Team acknowledge and agree that the details concerning the Judging Criteria (defined below) and other rules and regulations that will govern the Competition may be clarified or refined after the date of this Agreement and, any such clarifications and refinements will be specified in the Competition Guidelines and other documents provided by Sponsor from time to time.

**5. Selection and Notification of Winners:**

Stage 1: Product Solution Technical Submission

From about December 15, 2021, a panel of judges selected by Sponsor (“**Judges**”) will evaluate the Submissions to help ensure the most viable and promising Product Solutions rise to the final stage of market readiness and score each Submission using the criteria set forth in the Competition Guidelines (“**Judging Criteria**”). The Judging Criteria will consist of the *general “Judging Categories”* set forth below. The Judges will receive input from (a) an external group of individuals that have developed and run prize competitions, accelerator programs, and other innovation initiatives in order to advise the Sponsor’s internal team on critical aspects necessary to ensure a successful prize competition; (b) an unpaid group of subject matter experts who have expertise in areas relevant for the competition (such as materials science, marine science, packaging design, corporate supply chains, manufacturing, etc.), (c) a panel of scientific and technical experts tasked with ensuring that winning solutions are reasonably positioned for market adoption and meet clear, meaningful standards for end-of-life, who will analyze the technical and scientific components of the Submissions (together the “**Scientific & Technical Advisory Board**”); and (d) an alliance of 10 to 15 individuals in the investment field that will help fund the prizes, advise the Judges on market viability and financial planning, and may potentially invest in the product Submissions of the participants and Teams (each, an “**IA Member**,” and together with (a), (b), and (c), “**Competition Advisors**”).

**Judging Categories**

The judging criteria utilized for the prize include:

<b><u>CRITERIA</u></b>	<b><u>DESCRIPTION</u></b>
<b>BIOLOGICAL DEGRADATION AT END-OF-LIFE</b>	<p>Materials must be capable of demonstrating soil and marine biological degradation under conditions that closely approximate natural environments.</p> <p>Biological degradation will be evaluated under controlled soil and marine conditions, as well as in a field ocean environment. Analyses will be conducted to examine the presence of toxicity and microplastics among the remaining mass.</p> <p>Bonus points will be awarded for solutions that incorporate an element of circularity (i.e. end-of-life components could theoretically become input feedstocks in production).</p> <p>Note that materials that are designed to break down solely under idealized controlled conditions, such as industrial or home composting, will not meet the final criteria.</p>
<b>ENVIRONMENTAL &amp;</b>	Materials must minimize negative social & environmental impacts arising from their

<b>SOCIAL IMPACTS OF PRODUCTION</b>	production. Materials will be assessed against a set of environmental & social metrics to measure the impacts of production. Such measures may include, but are not limited to: <ul style="list-style-type: none"> <li>• Net carbon emissions and/or the use of offsets</li> <li>• Input feedstocks (e.g. biobased vs. non-biobased)</li> <li>• Supply chain / raw material sourcing practices</li> </ul>
<b>PRODUCT PERFORMANCE</b>	Products must meet industry standard performance specifications to ensure solutions are capable of meeting the technical requirements for packaging system integration and for consumer end-use. Performance criteria may include, but are not limited to: <ul style="list-style-type: none"> <li>• Strength</li> <li>• Flexibility</li> <li>• Water vapor transmission</li> <li>• Optical properties (in particular transparency &amp; scannability)</li> </ul>
<b>SCALABILITY</b>	Solutions must be scalable to meet the massive scope of the thin-film plastic pollution challenge. Factors affecting scalability include, but are not limited to: <ul style="list-style-type: none"> <li>• Raw material / feedstock input constraints</li> <li>• Barriers to integrating materials within existing manufacturing operations</li> <li>• Marketability and appeal to both brands and end consumers</li> <li>• Minimization of unintended consequences for existing waste management systems</li> </ul>
<b>COST</b>	Solutions must have a clear pathway to becoming reasonably cost competitive with traditional thin-film plastics.

At least five of the top scoring eligible Submissions will be deemed potential finalists (“**Finalists**”) and selected to continue forward in the Competition. On or about February 1, 2022, Sponsor will notify each Finalist through email. In addition, before being deemed a Finalist, potential Finalists may be required to submit other agreements to verify that they are prepared to proceed in the Competition. The previously-mentioned documents and agreements must be submitted as requested by Sponsor. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within ten business days; or (iii) if a potential Finalist is otherwise unable to accept the prize as stated, then the prize will be forfeited and may be awarded to an alternate Finalist pursuant to the Judging Criteria. Finalists not selected to continue forward in the Competition may still be extended the opportunity to receive some form of support, at Sponsor’s discretion.

Stage 2: Finalist Product Solution Testing

Beginning on February 1, 2022, Finalists will have about one month to compile their Product Solution into a “**Final Submission**” ahead of “**Stage 2 Testing**” which will occur no earlier than March 8, 2022. Sponsor may request routine updates from Finalists throughout the Product Solution compilation process. Sponsor may also require Finalists to (i) participate in Sponsor marketing campaigns; (ii) participate in webinars and other events that showcase the Competition, Sponsor and Sponsor’s partners; (iii) participate in a site visit from Sponsor and Sponsor’s partners for purposes of collecting media assets (photo, video, etc.) for marketing purposes and as part of the Competition process; (iv) engage with Sponsor regarding the state of the market, opportunities for collaboration, etc. Sponsor will elaborate on these and other potential Finalist activities and Final Submission guidelines in the release of the Rules and Regulations. Stage 2 Testing will be supervised in a controlled environment. Exact Stage 2 Testing protocols will be released in the Rules and Regulations in advance of testing. Following Stage 2 Testing, the Scientific & Technical Advisory Board will review Stage 2 Testing results, summarize these results for the Judging Panel, and the Judging Panel will score each Final Submission using the criteria “**Finalist Judging Criteria**” set forth in the Rules and Regulations which will consist of the *general* Judging Categories. The three top scoring Final Submissions will be deemed potential “**Winners**”. There will be one 1st Prize Winner, one 2nd Prize Winner, and one 3rd Prize Winner. On or about March 15, 2023, Sponsor will notify each Winner through email.

As a condition of being selected as a Finalist or Winner, each potential Finalist or Winner must follow the instructions contained in his/her Team's notification, and except where prohibited by law, Sponsor may require each potential Winner (including all Team Members of a winning Team) to execute and deliver a written declaration of eligibility and liability/publicity release, acceptance of this Agreement, tax forms, proof of identity, insurance documentation, and other reasonable documentation. The Judges have the sole and absolute discretion to score the Submissions and determine the potential Finalists and Winners. A participant or Team may not dispute any decision or ruling of the Judges. A participant or Team will have no right to observe other Teams' testing or evaluation, or to be informed of such calculations, measurements or results, unless the information is made publicly available by Sponsor (at Sponsor's discretion).

Verification of Potential Winners: EACH POTENTIAL FINALIST AND WINNER IS SUBJECT TO VERIFICATION BY SPONSOR IN ITS DISCRETION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE COMPETITION. A TEAM IS NOT A FINALIST OR PRIZE WINNER UNLESS AND UNTIL THE TEAM'S ELIGIBILITY HAS BEEN VERIFIED AND THE TEAM LEADER HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE AND NO FURTHER ACTION IS NEEDED.

Tie Breaker: If there is a tie, the potentially winning Submission or Final Submission will be determined by the Sponsor Judges pursuant to the highest score in the following category: Scalability.

## 6. Prizes:

Finalist Prize: Each Finalist Team will receive a prize of at least \$20,000.00 USD to help offset costs associated with early solution development (the "*Finalist Prize*").

Prizes: There will be three Winners consisting of one 1st Prize Winner, one 2nd Prize Winner, and one 3rd Prize Winner. The 1st Prize Winner that is a privately-owned company will receive a \$600,000 USD investment by means of a Simple Agreement for Future Equity ("*SAFE*"), the 2nd Prize winner will receive a \$250,000 USD investment by means of a SAFE, and the 3rd Prize Winner will receive a \$150,000 USD investment by means of a SAFE, each of which will be in substantially the form set forth in <https://plasticprize.org/wp-content/uploads/SAFE-Agreement-Plastic-Innovation-Prize.pdf>. For each Winner that is a publicly traded company, the investment will be made in the form of a purchase of the prize Winner's publicly traded securities ("*Capital Markets Investment*," and collectively with the SAFE, the "*Equity Investment Prize*").

Total Approximate Retail Value of All Prizes: \$1,200,000.00 USD.

Potential winners (including potential Finalists and/or potential Winners) may be required to execute additional agreements as a condition to being named a Finalist, Winner, or receiving a prize. If a Finalist or Winner fails or refuses to sign and return these agreements within five days of the request (or a shorter time as exigencies may require), the Finalist or Winner may be disqualified, and an alternate Finalist or Winner may be selected.

Prize Limitations and Restrictions: If, by reason of a print or other error, more prizes are claimed or Finalists are named than the prizes set forth in this Agreement, an alternate winner will be selected in accordance with the above Judging Criteria (or Judging Criteria identified in the Competition Guidelines or in the Rules and Regulations, as applicable) from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. No substitutions or exchanges of any prizes will be permitted, except that Sponsor (or Sponsor's designee or affiliate) reserves the right to substitute a prize of comparable or greater value (including a cash alternative) for any prize. Prize payment(s) may be made by Sponsor or Sponsor's designee or affiliate. All prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Sponsor (or Sponsor's designee or affiliate) will not replace any lost or stolen prize or components of a prize. ALL FEDERAL, STATE, PROVINCIAL, AND LOCAL TAXES IMPOSED BY ANY JURISDICTION ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Any and all fees and taxes incurred in the processing, transfer, allocation, currency exchange, or delivery of payment of a prize to the winning Team will be the responsibility of the winning Team. Should Sponsor be required to make such payments in order to complete delivery of a prize payment, said payments will be deducted from the prize amount. Winners will only be paid upon winning the prize and will not receive payment for preparation or participation in the

Competition. Sponsor reserves the right to withhold or recover any prize, or portion thereof, if Team withdraws, intends to withdraw, or fails to participate throughout the complete duration of the Competition. Team and Team Members are solely responsible for all of their own costs. Compliance with payment instructions provided by Team and completion of all requested documentation will constitute acceptance of the applicable prize.

Allocation of Prizes to Teams: Any Finalist Prize awarded to a Team will be delivered in its entirety to the Team Leader. Team Leader is solely responsible for allocation of the Finalist Prize funds among Team Members or the Eligible Entity and for any payments to be made to third parties. Sponsor is not responsible for any division or distribution of any of the prizes awarded in the Competition among or between Team Members and the Eligible Entity.

**7. Disclaimer:** Sponsor, Tom Ford, other paid Competition funders, Competition Advisors, and any of their respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, legal counsel, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the “**Released Parties**”) will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer or communications-related malfunctions or failures; (c) any Competition disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Competition, except to the extent participant incurred damages directly due to the Released Parties’ willful misconduct or gross negligence.

**8. Limitations of Liability/Releases:** By entering the Competition, You release, on behalf of Yourself and Your Team, Sponsor and all Released Parties from any liability whatsoever, except the liability for damage inflicted intentionally by Sponsor or a Released Party, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Competition or delivery, misdelivery, acceptance, possession, use of, or inability to use, any prize (including claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, breach of implied contract, breach of confidentiality, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

THE RELEASED PARTIES WILL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE COMPETITION OR USE OR INABILITY TO USE ANY EQUIPMENT OR SOFTWARE PROVIDED FOR USE IN THE COMPETITION OR ANY PRIZE OR THE USE OF SPONSOR OR COMPETITION SITE(S), EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES ARISING OUT OF OR RELATING TO YOUR OR YOUR TEAM’S PARTICIPATION IN THE COMPETITION OR USE OF OR INABILITY TO USE ANY EQUIPMENT OR SOFTWARE PROVIDED FOR USE IN THE COMPETITION OR ANY PRIZE EXCEED TEN DOLLARS (\$10) USD. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES’ LIABILITY DIRECTLY CAUSED BY ANY OF THE RELEASED PARTIES’ GROSS NEGLIGENCE OR FRAUD.

**9. License to Submission; Use of Sponsor Trademark:**

a. Sponsor Use of Submission: You, and each of Your Team Members, grant to Sponsor a perpetual, irrevocable, royalty-free, worldwide license (“**License**”) to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based upon, and otherwise use and sublicense the Submission (including the Product Solution), or any portion thereof, in any manner, form, media or technology now known or later developed. Without limiting the foregoing, this License includes the right to make editorial revisions to the Submission, to use and publish the Submission in any manner and form, including electronic form, on the Site or in other media, whether now or later created; to use the Submission for Sponsor’s own internal business purposes; to reproduce and distribute the Submission for advertising, marketing, promotional, educational, informational, commercial, non-commercial, and publicity purposes and to sublicense any of the foregoing to third parties. You



and each of Your Team Members further grant to Sponsor the right to use Your name, image, trademark, logo; employer's name, trademark, and logo; hometown; aural and visual likeness; and other indicia of persona, on and in connection with the Submission or Final Submission and the Site, including use in the exhibition, broadcast, distribution, advertising, marketing, distribution, display (public and non-public), or promotion of the Submission or Final Submission, the Site, or Sponsor, and any contests offered through the Site. Sponsor will have no obligation to publish, use or retain any Submission or Final Submission You submit or to return any such Submission or Final Submission to You, and Sponsor may remove any Submission or Final Submission from the Site at any time in its discretion. At Sponsor's (or Sponsor's designee's or affiliate's) request, You and each of Your Team Members agree to sign a written agreement confirming the terms of this Agreement and to take other measures that Sponsor (or Sponsor's designee or affiliate) reasonably requests to confirm, evidence, or support the rights granted in this Agreement. Additionally, by submitting the Submission, You hereby irrevocably waive, on Your own behalf and on behalf of each person who is involved in the creation (in the latter case representing to the Sponsor that each such person has provided You the legal right to do so), any moral rights and rights of attribution arising from the creation of the Submission.

b. *Participant and Team Use of Sponsor Trademark*: As set forth in the Branding and Style Guide, attached as Exhibit B to this Agreement and incorporated into this Agreement ("***Branding and Style Guide***"), an individual participant or Team will have a limited license to use the "***Sponsor Trademarks***" (as defined in the Branding and Style Guide), subject to Sponsor's written approval before every use. Each participant and Team agrees that it will comply with the terms and conditions of this Agreement, including the Branding and Style Guide, with regard to use of the Sponsor Trademarks.

**10. Intellectual Property; Data; Media Rights:** Each Team will solely own all of its own Intellectual Property Rights (defined below) to Team Technology (defined below). Such Team will also retain all right, title and other ownership interests in its own Submission and Final Submission and in all inventions, patents, patent applications, designs, copyrights, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, and/or other intellectual property not included in the definition of Team Technology (defined below). "***Intellectual Property Rights***" means all intellectual property rights worldwide arising under statutory or common law, including copyrights, mask works, patent rights, trade secret rights or any analogous right in foreign jurisdictions. Notwithstanding the foregoing, a participant or Team will not obtain any rights to Sponsor trademarks, patents, patent applications, designs, copyrights, trade secrets, software, source code, object code, processes, formulae, ideas, methods, know-how, techniques, devices, creative works, works of authorship, publications, or other intellectual property, which will remain the sole property of Sponsor, subject to any limited licenses granted by Sponsor under this Agreement or the Competition Guidelines.

Inventorship of patentable developments or discoveries conceived and reduced to practice in connection with Team's participation in the Competition during the period of a Team's active participation in the Competition will be determined in accordance with U.S. Patent Law. "***Technology***" means all know-how, information, ideas, inventions, modifications, prototypes, tools, other tangible embodiments, and works of authorship, including specifications, software, databases, compilations, schematics, documentation, and presentations. "***Team Technology***" means all Technology conceived, created, or authored by a Team or any of Team Member in connection with, and during, a Team's participation in the Competition. "***Team Technology***" will include both team inventions and team copyrighted works. Measurement, scoring, statistical and other data ("***Data***") collected by Sponsor during the operation of the Competition is the intellectual property of Sponsor. Sponsor retains the right to license such data for academic, research and other purposes, however, Sponsor will obtain agreement from Teams before making any public uses of Data. As between Sponsor and participant or Team, Sponsor will own all datasets provided to Team under this Agreement and any modification to those datasets, whether performed by Team or Sponsor. Team hereby assigns any Intellectual Property Rights in those modifications to Sponsor.

**11. Privacy:** Please refer to Sponsor's Privacy Policy at <https://plasticprize.org/wp-content/uploads/2021/04/Plastic-Innovation-Prize-Privacy-Policy.pdf>.

**12. PII:** You will neither: (a) provide data to Sponsor within the Submission that constitutes or contains any PII (as defined below), nor (b) link (or attempt to link) any data provided by Sponsor to data that constitutes or

contains any PII. As used herein, “PII” means personally identifiable information; i.e., data that can be used to identify a person or a household, other than a participant’s information or Team Members’ information.

**13. Confidentiality:** Sponsor, You and each of Your Team Members (if applicable) acknowledges that certain information received in connection with the Competition and this Agreement, including, but not limited to, information disclosed, developed, or otherwise acquired that is not generally available to the public (including all information regarding the business, affairs and technology of Sponsor, its affiliates, a Sponsor or any Team participating in the Competition, including, business concepts, processes, methods, systems, know-how, devices, formulas, marketing methods, prices, customer information, customer lists, methods of operation, trade secrets, or other information, whether in oral, written, or electronic form, regardless of who discloses the information) will constitute “**Confidential Information.**” Confidential Information also includes inventions, designs, drawings, standards, specifications, modifications, technical information, prototypes, test versions, and models associated with the inventions or solutions conceived or developed by teams. For clarity, Competition results until publicly announced by Sponsor are the Confidential Information of Sponsor. Sponsor, You, and each of Your Team members (if applicable) represent and warrant that they will not disclose, use, or publish any Confidential Information of the disclosing party, except as required by law or authorized expressly by the disclosing party in writing. The following information will NOT be considered Confidential Information: (i) information that is publicly available through no fault of the party that was obligated to keep it confidential; (ii) information that was known by a party before commencement of discussions regarding the subject matter of this Agreement; (iii) information that was independently developed by a party without reference to the Confidential Information of the other party; and (iv) information rightfully disclosed to You by a third party without continuing restrictions on its use or disclosure.

You acknowledge and agree that money damages would not be a sufficient remedy for any breach of this Section 13, and such breach would result in irreparable harm for which there is no adequate remedy at law. Accordingly, in the event of any such breach or threatened breach, Sponsor, in addition to any other remedies that it may have, will be entitled, without the requirement of proving actual damages or posting a bond or other security (to the extent permitted under applicable laws), to obtain equitable relief, including injunctive relief and specific performance in any court of competent jurisdiction. The remedies stated in Section 13 are non-exclusive and the exercise of any right by Sponsor will not preclude the exercise of any other right under this Agreement, at law, or in equity.

**14. Indemnification:** You hereby agree on behalf of Yourself and Your Team to indemnify and hold harmless Sponsor and the Released Parties from and against any and all claims, demands expenses, losses and liabilities including reasonable attorneys’ fees and punitive damages, arising out of or in connection with Your or Your Team’s participation in the Competition and the Submission or Final Submission, and any use thereof, including those arising from any breach, or alleged breach, of the warranties, representations, and promises provided by You and/or Your Team in this Agreement.

**15. List of Winners; Rules Request:** For a copy of the list of winners, send a stamped, self-addressed, business-size envelope after April 1, 2023 and before April 1, 2024 to Sponsor at the address listed in Section 19 below, Attn: Plastic Innovation Prize Winner List. To obtain a copy of this Agreement, visit <https://plasticprize.org/wp-content/uploads/Competition-Submission-Agreement-Plastic-Innovation-Prize>, or send a stamped, self-addressed business-size envelope to Sponsor at the address listed in Section 19 below, Attn: Plastic Innovation Prize, Competition Agreement Request. Return postage not required.

**16. Intellectual Property Notice:** LONELY WHALE is a trademark of Sponsor. The Promotion and all accompanying materials are copyright © 2021 by Sponsor. All rights reserved.

**17. Dispute Resolution:** PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US, UNLESS YOU OPT OUT OF ARBITRATION BY FOLLOWING THE INSTRUCTIONS SET FORTH BELOW. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION AGREEMENT. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.

YOU AND SPONSOR AGREE THAT ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT IS PERSONAL TO YOU AND SPONSOR AND THAT ANY DISPUTE WILL BE RESOLVED

SOLELY THROUGH INDIVIDUAL ACTION, AND WILL NOT BE BROUGHT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER TYPE OF REPRESENTATIVE PROCEEDING.

Except for small claims disputes in which You or Sponsor seeks to bring an individual action in small claims court located in the county of Your billing address or disputes in which You or Sponsor seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, You and Sponsor waive Your rights to a jury trial and to have any dispute arising out of or related to this Agreement resolved in court. Instead, for any dispute or claim that You have against Sponsor or relating in any way to the Competition or the Agreement, You agree to first contact Sponsor and attempt to resolve the claim informally by sending a written notice of Your claim (“**Notice**”) to Sponsor by email at [aquintero@globalwildlife.org](mailto:aquintero@globalwildlife.org) or by certified mail addressed to Lonely Whale Legal Department, PO Box 129, Austin, TX 78767. The Notice must (a) include Your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to You will be similar in form to that described above. If You and Sponsor cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration. Arbitration proceedings will be held in Travis County, Texas or may be conducted telephonically or via video conference for disputes alleging damages less than \$500, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“**JAMS Rules**”). The most recent version of the JAMS Rules are available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that You have read and understand the JAMS Rules or waive Your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and Sponsor agree that this Agreement affects interstate commerce and that the enforceability of this Section 10 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “**FAA**”), to the maximum extent permitted by applicable law. As limited by the FAA, this Agreement and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

The arbitrator, Sponsor, and You will maintain the confidentiality of any arbitration proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and Sponsor agree that for any arbitration You initiate, You will pay the filing fee and Sponsor will pay the remaining JAMS fees and costs. For any arbitration initiated by Sponsor, Sponsor will pay all JAMS fees and costs. You and Sponsor agree that the state or federal courts of the State of Texas and the United States sitting in Travis County, Texas have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

Any claim arising out of or related to this Agreement must be filed within one year after such claim arose; otherwise, the claim is permanently barred, which means that You and Lonely Whale will not have the right to assert the claim. You have the right to opt out of binding arbitration within 30 days of the date You first accepted the terms of this Section 17 by emailing [aquintero@globalwildlife.org](mailto:aquintero@globalwildlife.org). In order to be effective, the opt-out notice must include Your full name and address and clearly indicate Your intent to opt out of binding arbitration. By opting out of binding arbitration, You are agreeing to resolve disputes in accordance with Section 18.

If any portion of this Section 17 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 17 or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 17; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil

court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 17 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 17 will be enforceable.

**18. General Conditions:** Sponsor may assign this Agreement or its interest herein, upon written notice to Team Leader, to a parent company, subsidiary or an affiliate or to an entity that acquires all or substantially all of Sponsor's stock, assets or business or the successor party by way of a merger or conversion. This Agreement will be binding on all assignees and successors in interest. The Competition is a Texas, United States based Competition and You have requested to enter this Competition remotely. You may participate through the Internet and methods announced in the Agreement and the Competition Guidelines, provided that You meet the eligibility requirements and otherwise comply with the Agreement. All notices to participants and Teams will be delivered via email or the participant or Team Account, and notices to Sponsor may be delivered to [info@plasticprize.org](mailto:info@plasticprize.org). The odds of winning depend on the number and quality of the submissions. Participants and Teams agree to be bound by this Agreement and by the decisions of Sponsor, which are final and binding in all respects. Participants and Teams may not transfer or assign their Submissions or Final Submissions or any of their rights, interests, duties, and/or responsibilities under this Agreement without prior signed, written consent from Sponsor (which is at Sponsor's sole discretion). Sponsor reserves the right to change this Agreement and/or the Competition Guidelines at any time in order to reasonably improve the clarity or fairness of the Competition or overall fairness of the Competition. Sponsor also reserves the right to suspend, postpone, or cancel the Competition or any participant's or Team's participation in the Competition should viruses, bugs, epidemics, pandemics, civil disruption, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper implementation of the Competition, or Sponsor otherwise becomes incapable of running the Competition as planned for any reason. Participants or Teams who violate this Agreement, violate any law, rule or regulation in connection with participation in the Competition, tamper with the operation of the Competition or engage in any conduct that is detrimental or unfair to Sponsor, the Competition or any other participant or Team are subject to disqualification by Sponsor from participating in the Competition. Sponsor reserves the right to lock out participants or Teams whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Competition, as the Sponsor may determine. The use of "include," "includes," or "including" is illustrative and not limiting. Sponsor reserves the right to disqualify any Submissions or Final Submissions received that contain inappropriate or offensive content, or that otherwise do not comply with this Agreement. This Agreement is governed by the internal substantive laws of the State of Texas, United States without respect to its conflict of laws provisions. Any dispute between You and Sponsor that is not subject to arbitration or cannot be heard in small claims court will be resolved in state and federal courts sitting in Travis County, Texas. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Sponsor's failure to enforce any term of this Agreement will not constitute a waiver of that provision. Any provision of this Agreement deemed unenforceable will be enforced to the extent permissible, and the remainder of this Agreement will remain in effect.

**19. Sponsor:** Lonely Whale, 500 N Capital of Texas Hwy Building 1, Suite 200, Austin, TX 78746. For questions, contact [info@plasticprize.org](mailto:info@plasticprize.org).

**BY SIGNING BELOW, YOU AGREE THAT YOU SATISFY ALL ELIGIBILITY AND PARTICIPATION REQUIREMENTS IN THIS AGREEMENT AND THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**TEAM LEADER**

Team Leader Signature: \_\_\_\_\_

Team Leader Name (please print): \_\_\_\_\_

Eligible Entity Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone (including country code): \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Exhibit A - Competition Guidelines**

**The Competition Guidelines may be accessed at:**

**<https://plasticprize.org/wp-content/uploads/Competition-Guidelines-Tom-Ford-Plastic-Innovation-Prize.pdf>**

## **Exhibit B - Branding and Style Guide**

**The Branding and Style Guide may be accessed at:**

**<https://docs.google.com/presentation/d/1kPc1ppSBKsr9d2cF3BWId2aP5DLUcJCb2ExIhuLD12c/edit?usp=sharing>**