

Schedule 2

Partnering Rights and Benefits Package

The Company shall provide, or shall procure under its responsibility that it provides to the Partner the following rights, benefits, and deliverables to be completed by the Termination Date;

1. Technical Deliverables

OceansLab is a marine hydrogen accelerator and ocean racing project that will be one of the first to test hydrogen fuel cell technology offshore through application in a trans-ocean and round-the-world IMOCA 60 racing vessel.

The technology being demonstrated is a highly scalable modular power solution developed by Genevos, a spin-off from the OceansLab project, that has the potential to be used by the island of Jersey, in line with its decarbonisation targets, on almost any type of vessel looking to reduce emissions to zero, including:

- Ferries (RoPax, RoRo, passenger)
- Goods transport vessels (decarbonising in port and offshore emissions)
- Service vessels / workboats (tugs, pilot boats, lifeboats, dredgers)
- Pleasure craft (sailing boats, motor boats, superyachts)
- Fishing vessels

Ports of Jersey has an operational requirement to acquire and bring into service a new Stan-type tug no later than Q2 2024 to perform the following:

- Harbour towage (used to safely berth Ro-Ro and Lo-Lo vessels)
- Towing of pontoons (planned/reactive maintenance)
- Towing of damaged yachts/vessels from the marinas to the boat hoist
- General maintenance duties around the main harbour.
- Maintenance of smaller Aids to Navigation
- General maintenance of outer reefs (Les Echreous and Les Minquiers) infrastructure (slip cleans, moorings etc).
- Shared asset with Guernsey Harbours
- Harbour Master Plan, general patrol and other duties

This provides an opportunity for Port of Jersey to develop a zero carbon maritime pathway. The Company will contract and partner with the Ports of Jersey on behalf of the Partner to provide a series of technical deliverables (see below) using Jersey as a “test bed”, in order to enable feasibility studies, preliminary specifications, and technology transfer to accelerate the commercial application of hydrogen technology and electric propulsion for maritime applications which can in parallel accelerate hydrogen mobility for other applications in the island (airport, buses, HGVs).

The technical scope of work by the Company and deliverables to the Partner comprises:

1. **Demonstrator report and key learnings** - Technical reporting on OceansLab IMOCA 60 hydrogen offshore demonstration regarding installation, certification, safety requirements, system efficiencies, with scale-up and commercialisation recommendations for applying to Jersey vessels

2. **Study on Jersey Vessel Applications** – A research project on potential commercial and leisure marine vessels suitable for hydrogen that are operating in Jersey waters, for short/medium/long term applications
3. **Jersey tug boat study** - Sizing study and preliminary technical specification of hydrogen-electric powertrain for new Jersey small-tug workboat that has been identified as a leading commercial pilot project opportunity for Ports of Jersey (boat delivery 2024-25)
4. **Technology Transfer Partnership Collaboration**- working with key technology providers to develop appropriate hydrogen technology infrastructure with cost efficient, scalable solutions including: Hydrogen production (electrolysers), energy storage, refuelling stations, hydrogen power systems as well as introduction to OceansLab and Genevos hydrogen and propulsion partners (such as Cummins and Transfluid)

The Technical Deliverables outlined above will be defined in more detail by a Memorandum of Understanding (MoU) between the Company and Ports of Jersey in reference to this Agreement. The MoU will replace the deliverables described above from the moment it becomes active.

2. Educational Programme

The Partner has the right to use the OceansLab project as a STEM platform to actively engage and inspire young learners in the island to provide awareness around relevant subjects comprising key **renewable energy innovations** to address climate change as well as important environmental issues relating to the **health of our oceans**, including the following topics:

- Clean Energy innovations (hydrogen, fuel cells, wind, solar & battery technologies)
- Ocean Protection: Importance of ocean biodiversity & MPA's, and communicating Jersey's projects (development of marine park, seagrass etc)
- Ocean Acidification and Warming: Causes, effects, measures
- Plankton and its important role for the planet
- Ocean weather phenomena and effects of climate change
- Performance and efficiency (boat hydrofoils, sail performance, boat construction materials)

The Company shall provide the following education support and tools:

- 3 days of port access to the boat in Jersey for island schools to visit the IMOCA 60 race boat with introduction to performance and clean innovations, navigation and weather
- 4 talks / presentations at island schools on the boat construction, racing, clean technologies and the importance of a healthy ocean
- Online race tracker for schools to follow the major ocean races whilst applying maths, geography, meteorology
- Regular digital content distribution and project updates in way of video blogs, newsletters to schools / classes so they can follow the project and have relevant updates on subjects relating to the topics above
- 2 internships to experience what it is like to work in the renewable energy technology field as part of maritime decarbonisation.

The Company will work with the Ports of Jersey (PoJ) to support the development of an apprenticeship programme, managed by the PoJ, to provide development and professional opportunities and a

structured programme of experience in working with new green renewable technologies as part of maritime decarbonisation.

3. Rights, designations and use of marks

The Partner shall have the following rights:

- to use the designation 'Official Partner' or 'Technology Partner' or "Hydrogen Partner" to 'Oceans Lab' or other similar designation, as may be agreed in writing with the Company from time to time;
- to use the marks and logos for the above designations (each as defined by the Company) on a non-exclusive, royalty-free basis.

4. Partner branding rights

Right to display Partner logo in Level 4 prominence, on the following items

- Boat branding as previewed in Schedule 3 (level 4):
 - Lower mainsail and foresail port and starboard
- Team, corporate clothing:
 - Shore top-wear: arm;
- Communication Sites:
 - Official Oceans Lab website: dedicated partner page with official partner boilerplate and website link;
 - Newsletters: dedicated partner section with logo and link to dedicated partner page;
- Other:
 - Vehicles left and right
 - Print collateral
 - Event banners
 - Merchandise, size permitting

5. Image rights

Media commercial rights: Company and Partner Activation

The Partner shall have the following rights to the use of still and motion images produced by the Company:

- to use individual and/or collective Principal and Campaign Team still imagery for commercial purposes, on a non-exclusive and royalty-free basis;
- to use individual and/or collective Principal and Campaign Team motion imagery for commercial purposes, on a non-exclusive and royalty-free basis.

The Partner shall have the following rights to the use of still and motion images produced in the form of Partner Activation:

- the Principal and Campaign Team will make themselves available for the delivery and advice of tailored still and motion imagery for the Partner's use based on shared values and objectives, and or Partner communication campaigns, on such terms as to be agreed between the Parties.

Media exposure: Partner named reference by the Company

The Company will refer to the Partner as its Official or Technology or Hydrogen Partner or similar on terms to be agreed between the Parties from time to time, through the following media channels:

- Campaign documentaries and features – episodes filmed for pre-race promotion, and race documentary, distributed to TV networks and online media;
- Communication Sites;
- external press interviews;
- Company newsletter;
- marketing collateral.

6. Hospitality rights

The Partner shall have the right to the following within each 12 month period of this Agreement, whereby additional days may become available for negotiation / purchase:

IMOCA 60 Sailing Experiences – For the Benefit of Islanders in particular school age children and young people for example (but not exclusively) Sea Cadet Groups and Jersey Carers.

Based on venue accessibility to both the Company and the Partner and subject to safe weather and sea state conditions:

- X2 sailing experience invitations of 2-3 hours;
- maximum of 8 guests on each IMOCA 60 Sailing Experience (including Partner representatives);
- availability of PS for lunch or evening event with guests before or after sailing session, such as a tour of the boat, or short presentation on the project, races or technologies

Partner travel expenses around the sailing experiences are not included;

For delivering the boat to a required Partner venue outside of the standard sailing hospitality ports offered by the Company, additional logistics expenses would be applicable to the Partner

VIP hospitality at race villages

- X2 half-day race village invitations (up to 15 guests) for the benefit of Islanders, in particular school age children and young people for example Sea Cadet Groups and Jersey Carers including tour of the IMOCA 60 and access to the race pontoon;
- scheduled support to meet Partner Activation needs for entertaining guests. Typical available Partner Activation includes;
 - VIP accreditations to pontoons, private hospitality meeting and dining areas;
 - access to spectator boat at on-water premium viewing area to follow race starts and finishes;
 - guest tickets to official prize-giving events.

7. Tailored events

The Company shall provide opportunities for the Partner to attend events in non-race periods, each of which will be determined between the Parties on a case by case basis, but which may include the opportunity to attend either of the following:

- events organised by the Company and/or other Partners for the purposes of entertaining clients and guests, and in promotion of the Campaign;
- visits to the IMOCA 60, boatyard and development lab;

- Media launches

8. Brand Ambassador

- Use of the Principal as an official brand ambassador relating to oceans, environment, clean energy, sailing, adventure or other themes to be pre-agreed