

Advance Biotech Grant Program – Spain & Portugal

No purchase is necessary to win. These official rules are void where restricted or prohibited by law.

Accepting this prize constitutes acceptance of these official rules by the entity that submitted the entry (“Winner”).

1. SPONSOR

The Program is sponsored by Merck KGaA, Darmstadt, Germany (“Sponsor” or “us”).

2. BINDING AGREEMENT

The entity that submitted entry (“Winner” or “you”) for the “Advance Biotech Grant Program” (“Program”) agrees to be bound by these Official Rules (“Rules”) and the decisions of Sponsor, which are final and binding. Therefore, please read these Rules prior to acceptance to ensure you understand and agree. You are not eligible to receive the Prizes described in these Rules unless you agree to these Rules. Any and all individuals that submitted an entry on behalf of an entity represents that such individual is acting within the scope of his/her employment, as an employee, contractor, or agent of such entity. Such individual warrants that (a) such entity has full knowledge of his/her actions and has consented thereto and (b) his/her actions do not violate the entity’s policies and procedures.

3. PROGRAM PERIOD

The Program begins at 12:00 AM Central European Time (“CET”) on 27th September 2023 and ends at 11:59PM CET on 27th September 2024 (“Program Period”).

Sponsor’s clock shall be the official device for the Program. PARTICIPANTS ARE RESPONSIBLE FOR

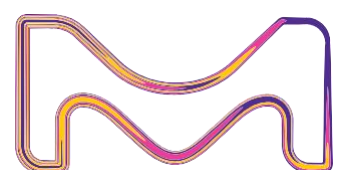
DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION.

4. ELEGIBILITY

To be eligible for the Program, the entity must be a biotechnology company located or do substantial business in one of the following countries (the “Territory”): Austria, Belgium, Denmark, France, Finland, Germany, Ireland, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, and United Kingdom. In addition, the following entities/individuals are not eligible to participate:

- Any local, state, provincial or federal or other government or government agency or any officials or employees thereof
- Any affiliates of Sponsor or any employees of Sponsor or its affiliates and their immediate family and household members
- Healthcare organizations (HCOs), including hospitals, healthcare professionals (HCPs) and employees thereof
- Excluding contract manufacturing or contract development and manufacturing organizations.

Sponsor will only accept from each entity one (1) Application Form (as defined below) which represents the sole efforts of such entity; collaborations among two (2) or more entities will not be considered. Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is subject to all applicable federal, state, and local laws and regulations. Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is void outside of the territory, and where prohibited by law. Participation constitutes Participant’s full and unconditional agreement to these Rules and Sponsor’s decisions, which are final and binding in all matters related to the Program.



5. PRIZE

The winner will receive a (the "Prize") in the values set forth below. The value of technologies and/or services purchased with the Prizes shall not exceed the retail value of such technologies and/or services.

Program Winner Prize (retail value of €40,000) can be used to purchase the following technologies and consultation from Sponsor:

- a) €40,000 in Merck Bioprocessing Technologies
- I. Bioprocessing technologies are limited to selected cell lines, cell culture media, clarification filters, tangential flow filters, sterile filters, nanofiltration filters, chromatography membrane adsorbers and resins selected biopharma materials products. Program Winner will choose a minimum of 2 types of products.
 - II. Bioprocessing technologies purchased with the Prize must be shipped and/or delivered before 22nd October 2023.
- b) Bioprocess Technologies consultation services provided by technology management team of over 85 engineers, scientists and technology specialists who provide expertise and peer-to-peer support in process development and manufacturing. Services includes:
- Consultation includes:
- I. consultative evaluation for downstream process optimization provided by process development scientists (PDS) and/or Biomanufacturing Engineers (MSAT) experts at Program Winner's site for technologies from clarification, chromatography, nanofiltration, tangential flow filtration and final fill; and/or
 - II. A) media consultative services, including media consultation and data review via meetings (in-person or conference call) (only for one molecule); B) "hands-on metabolic analyses of conditioned cell culture spent media utilizing instrumentation available in the Upstream M Lab laboratory, which provides valuable nutritional information to monitor cell growth and support cell and media optimization studies (certain analytical restrictions apply); C) consultation on upstream process development which includes education on best practices for bioreactor scale up;
 - III. access to the Sponsor's M Lab™ Collaboration Center located in Molsheim France and PDS support¹.
- c) 2 hours of M Ventures virtual coaching and consultation sessions. Session time and date to be agreed upon by M Ventures and the winner.

The Program Winner are responsible for any transportation costs of their experiment samples.

No transfer, substitutions or cash equivalent for Prizes will

be allowed, except at Sponsor's sole discretion. Any amount of the Prizes remaining unspent as of 27th September 2024 shall be void. The Program Winner may be required to sign a Certificate of Eligibility and Liability/Publicity Release prior to receiving any Prize, unless prohibited by law.

Any and all Sponsor technologies and services come with the standard warranty as described in the product or service documentation or any other Sponsor commercial documentation. Sponsor and its affiliates make no other warranties or representations whatsoever relative to the quality, conditions, fitness or merchantability of any aspects of the Sponsor technologies and services that are purchased with the Prize. The Winner is solely responsible for all activation fees, service fees, taxes and other charges due on any purchased Sponsor technologies and services. Except as set forth herein, Sponsor shall be responsible for shipping and handling charges related to delivery of any Sponsor technologies and services.

6. TAXES

ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, IMPOSED ON ANY PRIZE OR ANY SPONSOR TECHNOLOGIES AND SERVICES ARE THE SOLE RESPONSIBILITY OF THE FINALISTS. In order to receive a Prize, each finalist must submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law. Each finalist is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a finalist fails to provide such documentation or comply with such laws, the Prize may be forfeited, and Sponsor may, in its sole discretion, select an alternative potential finalist.

7. GENERAL CONDITIONS

All federal, state and local laws and regulations apply. Sponsor reserves the right at its sole discretion to disqualify Participants that violate these Rules, misrepresent themselves or provide misleading information to Sponsor. Sponsor further reserves the right to disqualify any Winner that tamper with the submission process or any other part of the Program. Any attempt by a Winner to deliberately damage any web site or undermine the legitimate operation of the Program is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such Winner to the fullest extent of the applicable law. Winner agrees to be bound by the decisions of Sponsor.

¹ Sponsor's M Lab™ Collaboration Center located in Molsheim, France has limited to no capabilities to support product classes (Upstream, Stem cell, gene therapy or other novel modalities (including viruses and viral vectors), Antibody drug conjugates (ADCs). Laboratory safety training is required before arrival. Sponsor is not responsible for any travel, hotel and other expenses.

8. CONFIDENTIAL INFORMATION

Sponsor agrees to treat as confidential all information that is submitted by the Winner in writing and marked "Confidential." Sponsor and the winner agree that Sponsor may use such confidential information exclusively for (i) judging such winner's proposal, (ii) follow-up marketing activities related to this Program and (iii) general market analysis purposes (collectively, the "Purposes"). Sponsor agrees to protect such confidential information from unauthorized access and dissemination, and not to disclose it to

any party other than to its affiliates, and its affiliates' officers, employees, representatives and advisors (collectively, "Agents"), who are reasonably required to receive such confidential information for the Purposes, where such Agents have been made aware of the confidential nature and are bound by a written obligation of confidentiality no less stringent than that set forth herein. The provisions of this paragraph shall

not apply to information or parts thereof which (a) have been in or become part of the public domain through no breach of this paragraph by Sponsor, (b) have been made available to Sponsor without known wrongful act by an independent third party, (c) have been already lawfully in Sponsor's possession at the time of receipt of the confidential information from the Winner, or

(d) have been independently developed by Sponsor or its affiliates without use of the Winner's confidential information. In case Sponsor is required by applicable law, regulation, rule or act or by order of any governmental authority or court of competent jurisdiction to disclose a Winner's confidential information, Sponsor shall give sufficient advance written notice so that the Winner may either seek a protective order or other appropriate remedy or

waive compliance with the provisions of this paragraph for such disclosure. In the event that the Winner is either unable to obtain such remedy or waives compliance with the provisions of this paragraph, Sponsor will thereafter disclose only the minimum confidential information of the Winner required in order to comply. Sponsor's nondisclosure and nonuse obligations with respect to a Winner's confidential information shall expire on the fifth anniversary of receipt of such information. Sponsor shall take action to enforce the obligations and restrictions herein on such affiliates and Agents which receive confidential information for the Purposes. Sponsor shall be liable to a Winner for any non-compliance of those affiliates and Agents with such obligations and restrictions to the same extent as Sponsor is liable for any such non-compliance on its own part. The Winner warrants that it has the right to make disclosures of confidential information in connection with its proposal.

9. INTELLECTUAL PROPERTY RIGHTS/PUBLICITY:

As a condition to winning, but subject to the provisions of Section 8 above regarding Sponsor's treatment of the Winners' Confidential Information, Winners

grant to Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, non-exclusive and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of all information (excluding any Confidential Information) provided to Sponsor, including the Application Form, any Winner's name, image, and likeness or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose and without compensation. Further, Winner waives any moral rights with respect to any submitted work or entry. In addition to other things, the rights granted to Sponsor include, but are not limited to, the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted entry, or any of the content contained within the submitted entry. The Winner acknowledges and agrees that Sponsor shall have no obligation to post, display or otherwise make publicly available any entry submitted by the Winner. Winner consents to allowing Sponsor and its affiliates to publish a news release regarding the Program and the Program Winner and their Application Forms on any of their websites and/or social media pages for promotional marketing purposes in perpetuity. The Winner consents to being contacted by Sponsor or one of its representatives for follow-up marketing activities related to this Program.

10. PRIVACY

The Winner agrees that personal data including, but not limited to, name, mailing address, phone number, and email address ("Personal Information") may be collected, processed, stored and otherwise used by the Sponsor, or any party authorized by them for the purposes of conducting and administering the Program, including its affiliates.

The winner further agrees that their Personal Information may be used to fulfill additional terms of the Program or to contact the Winners in response to a question submitted by such Winner or regarding certain technologies and services of Sponsor and its affiliates.

This Personal Information may also be shared by the Sponsor, or any party authorized by them with any third-party for the purposes of fulfilling the terms of this Program or another service that the Winner has requested, to support the Sponsor's business, to comply with the law or in the good faith belief that such action is necessary in order to conform to the requirements of law or comply with legal process served on Sponsor, and to protect and defend Sponsor's rights or property. The Winner understands and agrees that this may mean that their Personal Information is transmitted, processed or stored in the United States. Note that Sponsor may share this Personal Information with its agents located in various offices throughout the world. Some of those offices may be in countries with data protection laws different than those established under Participants' national, state, provincial or local law.

Additionally, we ask that you please note the following:

- The data controller is Sponsor and the data recipients are Sponsor and its agents;
- Personal Information is collected for purposes of administration of the Program;

- The Winner has a right of access to and withdrawal of their Personal Information. The Winner also has a right of opposition to the data collection, under circumstances. To exercise such rights or to obtain a copy of the Rules at no charge, Participants may send a request to:

Attn: Eddie Liao
 EMD Millipore Corporation
 80 Ashby Road, Bedford, MA-
 01730 United States
 Or by e-mail at:
 Eddie.Liao@milliporesigma.com

11. WARRANTY & INDEMNITY

The Winner warrants that their entries are original to the Winner and do not infringe any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret or confidentiality obligations, or otherwise violate applicable laws. The Winner represents and warrants that all permissions, if any are required, have been granted prior to acceptance of the prize and that Participant may legally grant all licenses and permissions contained within these Rules to Sponsor. To the maximum extent permitted by law, The Winner indemnifies and agrees to keep indemnified, Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Winner and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, the Winner agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry materials submitted or otherwise provided by the Winner that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (ii) any misrepresentation made by the Winner in connection with the Program; (iii) any non-compliance by the Winner with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to the Winner's involvement with the Program; (v) acceptance, possession, misuse or use of any Prize or participation in any Program-related activity or participation in this Program; (vi) any error in the collection, processing, or retention of entry information; or (vii) any typographical or other error in the printing, offering or announcement of any Prize or Program Winners.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL SPONSOR OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR LOSS

OF PROFITS, INCURRED BY THE WINNER OR ANY THIRD PARTY, WHETHER BASED ON WARRANTY OR IN CONTRACT, TORT, OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, ARISING FROM THE PROGRAM, PRIZES OR USE OF A PRIZE OR SPONSOR TECHNOLOGIES AND SERVICES, EVEN IF SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

By accepting a Prize, the Program Winner agrees to release and hold harmless Sponsor, its affiliates and agents from any and all liability, loss or damages arising from or in connection with awarding, receipt and/or use of a Prize or Sponsor technologies and services or participation in Prize-related activities, and they shall have no liability for any injury, misfortune, or damage to either persons or property incurred by entering, participating in or winning this Program.

The winner agrees that Sponsor shall have no liability for use of the Prize.

13. IN CASE OF DISPUTES

Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the Rules, and Sponsor's decisions shall be final. If any provision of these Rules 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 these rules, which shall remain in full force and effect. Sponsor reserves the right to modify or terminate the Program or to make such other decisions regarding the administration or outcome as Sponsor deems appropriate. All decisions by Sponsor are final.

14. NOT AN OFFER OR CONTRACT OF EMPLOYMENT

Under no circumstances shall the acceptance of the Prize pursuant hereto, the awarding of a Prize, or anything in these Rules be construed as an offer or contract of employment with Sponsor. You acknowledge that you have accepted the Prize voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor and that no such relationship is established by your acceptance of the Prize under these Rules.

15. FORUM AND RECOURSE TO JUDICIAL PROCEDURES

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Winner and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of Germany without giving effect to any choice of law or conflict of law rules.

