

## Proteona Oncology Challenge: Terms and Conditions

November 23, 2020

1. These terms are entered between **Proteona Pte Ltd** (Singapore registration no.: 201718919Z) (**Company**) and a participant (**Participant**) in the Proteona Oncology Challenge (**Challenge**). By applying to, participating in or otherwise dealing with the Company in connection with the Challenge, the Participant is deemed to agree to these terms.
2. **Eligibility.** The Participant must: (a) be 18 years or older; (b) be a PhD candidate, postdoctoral researcher or principle investigator of a scientific research laboratory; (c) be a first-time user of the Proteona ESCAPE platform; (d) have obtained all required approvals under applicable laws, codes, policies, rules, ethical or other guidelines (including approvals from the Participant's own institution or company, IACUC, IRB or FDA) to participate in and receive benefits under the Challenge; (e) not be an employee, officer, director, agent, representative or independent contractor of the Company, its subsidiaries or affiliated companies (each a **Related Party**), or a household or immediate family member of a Related Party; and (f) not be a person that the Company is prohibited from dealing with under applicable laws, guidelines or treaties (including export control, anti-money laundering, terrorism, corruption and similar laws).
3. **Compliance with Laws.** This Challenge is subject to all applicable laws and regulations. It is void where prohibited or where registration, financial or other security or translation is required. This Challenge is based solely on merit. The recipient of the grant under the Challenge (**Grant Recipient**) is not selected by chance or other random process. The Grant Recipient is selected based on the novelty and impact of the Grant Recipient' proposal.
4. **Process.**
  - (a) Applications will be received only during the period commencing on insert date and time and ending on insert date and time.
  - (b) Each Participant must fill in the application form in full.
  - (c) The Grant Recipient will be notified by email, and is required to reply and acknowledge the notification within three days. If the Grant Recipient fails to respond within this deadline, the Company may select a replacement Grant Recipient.
  - (d) Only up to one Grant Recipient will be selected, based on the novelty and impact of the Grant Recipient' proposal.
5. **Grant**
  - 5.1 The Company shall provide the Grant Recipient ESCAPE services (a) of up to a value of US\$50,000, based on the Company's prevailing prices for equivalent ESCAPE services, and (b) subject to the ESCAPE set amount of sequencing, presently equivalent to 300 million reads per sequencing library. The grant value excludes the costs of shipment of samples, which the Grant Recipient shall pay. The grant services may include sample analysis and bioinformatics support, as reasonably agreed between the Company and the Grant Recipient- confirm. The grant value can be expected to cover approximately the analysis of six samples. No services, money or any other benefits whatsoever are provided in excess of the grant value. The grant is not transferable or assignable. The grant cannot be exchanged or redeemed for money or other benefits. The

Grant Recipient must initiate the grant service within one year after the announcement of the Grant winner. Any remaining service not utilized by one year after the announcement will be deemed void.

- 5.2 The Company's selection of the Grant Recipient is binding, final and conclusive on each Participant. The Company does not provide reasons for its selection, and is not obliged to select any Grant Recipient.
- 5.3 The Grant Recipient shall provide cells with adequate quality and quantity to be run on the ESCAPE services, in accordance with the Company's instructions and on or before a deadline reasonably determined by the Company.

## 6. **Warranties and Liabilities**

- 6.1 All Company services, and all data, information, results and content arising from those services, that are provided under the grant are as-is and without warranties or assurances of any kind, whether express, implied or otherwise, including warranties as to quality, accuracy, completeness, merchantability or fitness for any purposes.
- 6.2 The Company is not liable, and excludes all liability, to the Participant in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, for any loss, damage, cost or expenses of any nature whatsoever, incurred or suffered by the Participant, if the loss, damage, cost or expenses (a) is indirect, consequential or constitutes special damages; or (b) relates to or constitutes loss of cells, biological materials, samples, data, use, opportunity, turnover, profit, business or goodwill, whether arising directly or indirectly from or in connection with the relevant breach, and even if arising as a direct and natural result of the relevant breach, and whether or not (c) the Company has been informed or had notice (whether actual or constructive) of the loss, damage, cost or expenses; (d) the parties had at the date of these terms foreseen or contemplated the possibility of the loss, damage, cost or expenses; (e) the parties had at the date of these terms foreseen or contemplated the cause of the loss, damage, cost or expenses; or (f) the loss, damage, cost or expenses results from supervening events or circumstances after the date of these terms. Without limiting the above, the application of this clause shall not be restricted to the particular circumstances the parties had in mind at the date of these terms.
- 6.3 In circumstances where the liability is not excluded in the previous clause, the maximum limit of the Company's liability, whether in contract, tort, negligence, breach of warranty, breach of statutory duty or under any other cause, arising out of or in connection with these terms or the Challenge, is US\$5,000.
- 6.4 Without limiting any of the above provisions, the Company is not liable for (a) lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed or misdirected applications, (b) any computer, Internet, email, telephone or technical malfunctions or delays, (c) any errors in the processing, transmission or receipt of applications, or (d) losses, damages or expenses caused by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or causes beyond the Company's control.

6.5 The Participant shall indemnify and hold harmless the Company from any losses, costs, damages, expenses or liabilities that the Company may suffer or incur arising out of or in connection with these terms or the Challenge that are caused by or attributable to the Participant's acts or omissions, except to the extent caused by or attributable to the Company's own negligence or default.

## 7. **Intellectual Property and Information**

7.1 Each party owns all right, title and interest in and to all copyrights, trademarks, patents, database rights and all other intellectual property and other rights in and to all its services, information, content and data that exist prior to the date of these terms.

7.2 The Company provides no assurance or warranty of confidentiality relating to the information, content and data that are provided by the Participant, but will not knowingly publish the Participant's information, content or data unless the Participant has given its prior consent. The Participant shall not disclose to the Company the confidential information or personal data of any third-party.

7.3 The Participant agrees that the Company may collect, use, disclose and otherwise deal with any information, content and data derived or arising from or relating to the Company services that are provided under the grant, for algorithm training, analysis, benchmarking, analytics, marketing, mining, business intelligence and any other purposes in the Company's ordinary course of business. All information, content and data under this clause shall be in aggregate and anonymous form only.

## 8. **Participant Warranties and Obligations**

8.1 The Participant shall, at the Company's request, provide affidavits, releases and other further instruments, assurances or agreements as proof of the Participant's eligibility or for the Company to exercise the full force and effect of its rights and benefits under these terms.

8.2 The Participant is solely liable for all taxes, costs, fees and expenses arising out of or in connection with these terms or the Challenge.

8.3 The Participant agrees on behalf of the Participant and the Participant's institution or company that: (a) these terms are binding; (b) the Company has the sole right and authority to interpret and administer these terms and the Challenge; and (c) any dispute arising out of or in connection with these terms or the Challenge, including relating to interpretation or choice of Grant Recipient, shall be resolved solely by the Company, whose decision is binding, conclusive and final on the Participant.

8.4 The Participant warrants that: (a) the Participant meets all eligibility requirements set out in these terms; (b) the Participant has all required authorizations, approvals and permissions to participate in the Challenge, comply with these terms and receive the benefits under the grant; (c) entering the Challenge does not and will not violate any applicable laws, codes, policies, rules, ethical or other guidelines (including those of the Participant's own institution or company, IACUC, IRB or FDA); and (d) all information provided to the Company are true and correct in all material

respects and are owned or rightfully possessed by the Participant without restriction on disclosures.

- 8.5 If the Participant is selected as the Grant Recipient, the Participant grants to the Company, on the Participant's own and the Participant's institution or company behalf, the right and license, at any time and from time to time, to print, publish, broadcast and use, worldwide and in any media now known or subsequently developed (including all social media, the Internet and the World Wide Web), the Participant's name, biographical information, image, likeness, the name of the Participant's institution or company and the project title (excluding further project details) - confirm that these publicity elements are sufficient.

The Participant agrees that the Company may contact the Participant regarding the Company's products and services, whether or not the Participant is chosen as the Grant Recipient.

9. **Miscellaneous**

The Company may suspend, modify or terminate the Challenge without notice. The Company may disqualify any Participant or terminate the participation of any Participant, including where the Company believes fraud or illegality is or may be committed. These terms are governed by Singapore laws. The parties submit to the exclusive jurisdiction of the Singapore courts.

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