

Terms and Conditions for Grant:

ENTERING OR WINNING THIS GRANT (AS DESCRIBED IN APPENDIX 1) WILL AND IS NOT GRANTED AS REWARD OR IN EXCHANGE FOR RECOMMENDING, PRESCRIBING, DISPENSING, PURCHASING, SUPPLYING, SELLING, ADMINISTERING, REFERRING, ARRANGING FOR, OR ORDERING PHARMACEUTICAL PRODUCTS, OR TO INDUCE ANY CANDIDATE OR PARTICIPANT TO THE EVENT RECOMMENDING, PRESCRIBING, DISPENSING, PURCHASING, SUPPLYING, SELLING, ADMINISTERING, REFERRING, ARRANGING FOR, OR ORDERING PHARMACEUTICAL PRODUCTS IN THE FUTURE. BY REGISTERING FOR THIS GRANT, YOU AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THE GRANT AND DO NOT SUBMIT AN APPLICATION.

SPONSOR shall have the right to change these terms and conditions (“TERMS AND CONDITIONS”) in connection with the GRANT event (the “EVENT”) as it may deem proper and may amend them at any time, and SPONSOR shall have the full power in the matter of interpretation and enforcement thereof. SPONSOR will inform CANDIDATES in such cases and CANDIDATES will have the right to cancel their APPLICATION.

1. SPONSOR. The EVENT is sponsored by Merck KGaA, Frankfurter Str. 250, 64293 Darmstadt, Germany (the “SPONSOR”).
2. EVENT PERIOD. The EVENT period is described in Appendix 1 (the “EVENT PERIOD”). SPONSOR reserves the right, in its sole discretion, to terminate, modify or suspend the EVENT and these TERMS AND CONDITIONS, for any reason, at any time and without any liability.
3. ELIGIBILITY. The EVENT is open and offered only to individuals age eighteen (18) or older at time of application and/or such an individual representing a team of individuals. In case applications are received from Healthcare Professionals and/or representatives of Healthcare Organizations, in addition to these TERMS AND CONDITIONS, the applicable Healthcare Compliance principles, rules and regulations will be followed.¹ The EVENT is not open to: (i) employees of SPONSOR and its affiliates; (ii) any employee whose employer’s guidelines or regulations do not allow entry in the EVENT or acceptance of the GRANT; (iii) individuals whose participation in the EVENT may be impacted by applicable sanctions from time to time. The EVENT is void where prohibited or restricted by law. SPONSOR reserves the right to limit, or restrict upon notice, participation in the EVENT for any person who fails to comply with these TERMS AND CONDITIONS. It is the responsibility

¹ “HEALTHCARE PROFESSIONALS” means for the purposes of these TERMS AND CONDITIONS any natural person that is a member of the medical, dental, pharmacy or nursing professions or any other person who, in the course of his or her professional activities, may prescribe, purchase, supply, recommend or administer a medicinal product or provide healthcare services and his/her office staff, and any payer for PHARMACEUTICAL PRODUCTS, including any national and local reimbursement authority or any other person considered as a healthcare professional under applicable laws and codes. PHARMACEUTICAL PRODUCTS means for the purposes of this TERMS AND CONDITIONS any SPONSOR’s or its affiliates’ drug/medicinal product, biological product, or medical device (including investigational products and irrespective of patent or regulatory status and/or whether it is branded or not), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a HEALTHCARE PROFESSIONAL, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body.

“HEALTHCARE ORGANIZATION” means for the purposes of this TERMS AND CONDITIONS any legal person (i) that is a healthcare, medical or scientific association or organization (irrespective of the legal or organizational form) such as a hospital, clinic, foundation, university or other teaching institution or learned society or (ii) through which one or more Healthcare Professionals provide services.

of the CANDIDATE (as further described below) to ensure that he/she is legally eligible to participate in the EVENT and to accept the award. In case CANDIDATE applies for a team of individuals, such CANDIDATE represents and warrants that CANDIDATE as representative of the team has obtained consent of all individuals of the team to these TERMS AND CONDITIONS.

4. ANNOUNCEMENT OF EVENT. SPONSOR will announce the EVENT on the website as described in Appendix 1 (the "WEBSITE"). This announcement will include a definition of scientific challenge of importance for humanity, for which the current GRANT will be awarded (the "CHALLENGE"), and further details of the EVENT.
5. CANDIDATE SEARCH. Depending on the submission mode as further defined in Appendix 1 ("SUBMISSION MODE"), (i) SPONSOR and/or one or more judges selected by SPONSOR and its agents and affiliates (collectively, the "JURY") may identify scientists whose previous work enables a significant progress toward the future realization of the CHALLENGE, (ii) anyone may direct the JURY's attention to a potential candidate by sending an e-mail to the e-mail address as described in Appendix 1 (the "E-MAIL-ADDRESS"), (iii) CANDIDATES may apply directly via the WEBSITE.
6. NOMINATION OF CANDIDATES. Based on the list of potential candidates, the PRIZE CRITERIA (as further described in Section 9 and Appendix 1), and any other appropriate source of information which the JURY may deem fit, the JURY, in its sole discretion, will prepare a short-list of potential candidates who will be invited to participate in the EVENT. All decisions of the JURY are final, non-appealable and binding. The SPONSOR will send to the candidates on the short-list an invitation to submit an APPLICATION as further described below (the "INVITATION").
7. APPLICATIONS. To enter the EVENT, potential candidates must accurately and truthfully complete the application form and follow the instructions for submitting an APPLICATION as described in the INVITATION and below. As used herein, "APPLICATION" means all submissions, documents or other materials submitted to SPONSOR in connection with the EVENT. The party accepting these TERMS AND CONDITIONS and submitting the APPLICATION is referred to as a "CANDIDATE" or "YOU."
 - 7.1. APPLICATIONS, as long as the Event is open for calls and/or nominations in accordance with Section 5, can be submitted during the application period as described in Appendix 1 (the "APPLICATION PERIOD") via the channel described in Appendix 1 defined as APPLICATION CHANNEL.
 - 7.2. For a valid APPLICATION the CANDIDATE needs to accept these TERMS AND CONDITIONS and may be required to provide (i) CANDIDATE's contact details, (ii) a summary of the CANDIDATE's research supportive in enabling the realization of the CHALLENGE, and if explicitly requested by SPONSOR (iii) CANDIDATE's CV, and (iv) CANDIDATE's publication list, and/or to enter (v) into a separate participant agreement, in case of a team of individuals with all separately, for attending a potential deep dive workshop; as described further on the WEBSITE and in the INVITATION. All APPLICATIONS must be submitted in English. Each APPLICATION must contain only information which is not prohibited for disclosure. APPLICATIONS may be cancelled, removed or revoked by CANDIDATE in writing.
 - 7.3. CANDIDATES are responsible for any costs or expenses associated with preparing and submitting an APPLICATION.

- 7.4. CANDIDATES assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected APPLICATIONS.
- 7.5. All APPLICATIONS and related information shall be deemed collected and evaluated in Germany.
8. REVIEW OF APPLICATIONS. Each APPLICATION may be reviewed by the JURY to determine if the APPLICATION is in accordance with the TERMS AND CONDITIONS. In SPONSOR's sole discretion, SPONSOR may engage third-party subject matter experts and judges to serve on the JURY and/or assist with the review of APPLICATIONS. All APPLICATIONS determined by the SPONSOR and/or the JURY as meeting the eligibility criteria will be taken into account for the selection of the AWARDEE (as further described below). In the event that SPONSOR (with input from the JURY, as appropriate) determines that any APPLICATION does not or may not meet the eligibility criteria, SPONSOR may (a) disqualify the APPLICATION, or (b) request that the CANDIDATE submit a revised, clarified APPLICATION, for further consideration by SPONSOR.
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9. PRIZE CRITERIA. Based on the APPLICATION, and any other appropriate source of information which the JURY may deem fit, the JURY will evaluate each CANDIDATE's previous scientific work according to the PRIZE CRITERIA as outlined in Appendix 1 and may consider also following factors: (i) important breakthroughs to enable a later realization of the CHALLENGE; (ii) scientific quality as recognized by publication in top peer review journals; and (iii) prospects that the CANDIDATE will be able to make good use of the RESEARCH GRANT (as further described below) to advance his or her research to enable a later realization of the CHALLENGE.
10. AWARDEE. Using the PRIZE CRITERIA, the JURY will select one (1) CANDIDATE who will receive the GRANT (the "AWARDEE") or multiple CANDIDATES who share the GRANT. SPONSOR will notify the AWARDEE by mail, e-mail or telephone (at SPONSOR's discretion and using the information provided in the APPLICATION). The AWARDEE is intended to be announced at the GRANT hand-over event or a comparable event at SPONSOR'S discretion. All decisions of the JURY are final, non-appealable and binding. Potential awardees must comply with these TERMS AND CONDITIONS; winning is contingent upon verification of eligibility and compliance with all requirements herein. SPONSOR may announce the AWARDEE on the WEBSITE and by other means of communication, such as, press releases.
11. GRANT. Subject to these TERMS AND CONDITIONS, the AWARDEE will be awarded a grant, as further described in Appendix 1, intended to fund the AWARDEE's further research (the "GRANT"). The AWARDEE may be requested by SPONSOR to deliver a keynote address at an event as described in Appendix 1 or another event at SPONSOR'S discretion. No assignment or transfer of the RESEARCH GRANT is allowed. If a potential AWARDEE is unable to participate in or accept the GRANT or any portion of the GRANT for any reason, SPONSOR shall have no further obligation to such potential AWARDEE.. The amount of the GRANT is up to the amount described Appendix 1 and/or the WEBSITE, or any other amount or time that will be finally determined based on the recommendation of SPONSOR internal committee.
12. RESEARCH GRANT. Subject to these TERMS AND CONDITIONS, SPONSOR will pay the RESEARCH GRANT included in the GRANT as a grant to a research institution and/or organization designated by the AWARDEE, which is expected to enable the AWARDEE's further scientific research (the "INSTITUTION"). The RESEARCH GRANT may only be used

for purposes directly related to the scientific research of the AWARDEE for solving the CHALLENGE. The AWARDEE alone shall be entitled to decide which research project(s) the RESEARCH GRANT shall fund, as long as it/they aim to solve the CHALLENGE. Payment of the RESEARCH GRANT is subject to the INSTITUTION entering into a separate agreement with the SPONSOR, which must be in accordance with sections 11 and 12 of the TERMS AND CONDITIONS as well as best science and industry practice regarding such grant agreements.

13. TERMS OF ANY SUBMISSIONS. Proof of an uploaded APPLICATION does not constitute proof or evidence that SPONSOR received the APPLICATION within the APPLICATION PERIOD or that it is otherwise eligible for the EVENT. SPONSOR reserves the right to disqualify any CANDIDATE for any reason within its sole and absolute discretion. SPONSOR may reject any APPLICATION which might be considered, illegal, harmful, or in violation of these TERMS AND CONDITIONS and/or other EVENT's rules and regulations. All CANDIDATES shall use the WEBSITE according to these TERMS AND CONDITIONS and any applicable website use policy posted on the WEBSITE.

14. REPRESENTATIONS AND WARRANTIES. By submitting an APPLICATION, CANDIDATE represents and warrants that:

- (i) any and all APPLICATION information are complete, accurate and truthful;
- (ii) the APPLICATION does not contain content that is inconsistent with applicable laws and regulations, or otherwise objectionable;
- (iii) CANDIDATE will not upload, submit or otherwise transmit any APPLICATION or content that contains software viruses, trojan horses, worms, time bombs, cancel bots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware; and
- (iv) CANDIDATE is not submitting any confidential, proprietary, or trade secret information.

15. PERMISSIONS / RESTRICTIONS.

15.1. Participating in this EVENT does not create an obligation on either CANDIDATE's part or SPONSOR's part to enter into any business relationship or to sign any commercial agreement, except for an AWARDEE to be concluded research grant agreement in accordance with Section 12. These TERMS AND CONDITIONS do not require CANDIDATE to negotiate or do business with SPONSOR.

15.2. CANDIDATE agrees that nothing in these TERMS AND CONDITIONS grants CANDIDATE a right or license to use the SPONSOR's or its affiliates' name or trademark.

15.3. CANDIDATE grants permission to SPONSOR and its authorized representatives to use his/her name as a CANDIDATE on SPONSOR's websites, including the WEBSITE, and in materials related to SPONSOR's promotion of the EVENT.

15.4. CANDIDATE grants permission to SPONSOR and its authorized representatives to use his/her name, address, photograph, voice, and/or other likeness as the AWARDEE for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the internet and world wide

web, in perpetuity, without notice, consideration, review or approval.

16. CONFIDENTIALITY.

16.1. CANDIDATE shall keep in confidence all received data, materials, and/or information provided by SPONSOR or learned by CANDIDATE during the EVENT, and any other non-public information of SPONSOR or its affiliates (hereinafter defined as the "DATA"), unless such DATA:

- (i) is or becomes generally available to the public other than as a result of disclosure by CANDIDATE;
- (ii) is already known by or in the possession of CANDIDATE at the time of disclosure by SPONSOR;
- (iii) is independently developed by CANDIDATE without use of or reference to the DATA; or
- (iv) is obtained by CANDIDATE from a third party that has not breached any obligations of confidentiality.

16.2. CANDIDATE agrees to use the DATA only for the EVENT. All DATA belongs to SPONSOR. CANDIDATE agree that SPONSOR shall retain all rights to the DATA. No license of any such rights to CANDIDATE is granted or implied, other than the right to use the DATA as outlined in these TERMS AND CONDITIONS. Nothing herein shall obligate SPONSOR to disclose to CANDIDATE any other particular information.

17. VERIFICATION/AUDIT. CANDIDATE understands and agrees that SPONSOR may (but is not required to) verify, audit or otherwise confirm CANDIDATE's identity, application information, eligibility or other information relating to any APPLICATION that may aid JURY in selecting the AWARDEE on behalf of the SPONSOR. CANDIDATE hereby consents to such verification efforts and shall reasonably cooperate fully and in good faith with SPONSOR throughout the duration of the EVENT. SPONSOR, in its sole and absolute discretion, may suspend, remove or otherwise eject any CANDIDATE suspected of providing false, misleading or other information that may fail to comply with these TERMS AND CODITIONS or any other EVENT rules or regulations.

18. GENERAL CONDITIONS.

18.1. CANDIDATE shall at all times comply with any EVENT rules and regulations, including these TERMS AND CONDITIONS.

18.2. All data provided in connection with EVENT will be used (saved, stored, processed, transmitted and deleted) in accordance with the emdgroup.com privacy statement <https://www.emdgroup.com/en/privacy-statement.html>. CANDIDATE consents that the data CANDIDATE has provided may be shared with SPONSOR's affiliates, partners, employees, consultants, contractors, collaborators, advisors and agents as needed for the performance of the EVENT.

18.3. Following the selection of the AWARDEE, SPONSOR shall not be required to retain records of APPLICATIONS. CANDIDATES should direct any request to access, update, or correct information to SPONSOR. SPONSOR is not responsible for human error, theft, destruction, or damage to APPLICATIONS, or other factors beyond its reasonable control.

- 18.4. SPONSOR reserves the immediate right to disqualify any CANDIDATE who, in SPONSOR's sole discretion: (i) has not accepted or is not in compliance with these TERMS AND CONDITIONS, (ii) tampers with the EVENT or the WEBSITE; or (iii) is acting in an uncooperative, unfair, disruptive, abusive, or threatening manner.
- 18.5. SPONSOR shall not be liable to the AWARDEE or any other person for failure to supply the GRANT or any part thereof, by reason of the GRANT becoming unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, global pandemics, or any other cause similar or dissimilar beyond SPONSOR's control.
- 18.6. Neither SPONSOR, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, and collaborators ("RELEASED PARTIES") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by WEBSITE users, tampering, hacking, or by any equipment or programming associated with or utilized in the EVENT, INVITATION, APPLICATION, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the EVENT, theft, loss, destruction or damage to submitted materials, in whole or in part, or other factors beyond their reasonable control.
- 18.7. RELEASED PARTIES are not responsible for injury or damage to CANDIDATE's or to any other person's computer related to or resulting from participating in the EVENT or downloading materials from or use of the WEBSITE or INVITATION.
19. LIMITATIONS OF LIABILITY AND RELEASE. CANDIDATE AGREES THAT SPONSOR AND RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY CANDIDATE FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EXCLUDING LIMITATION OF INJURY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE OR IN THE INVITATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
20. CHOICE OF LAW AND VENUE. The EVENT and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the Federal Republic of Germany, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these TERMS AND CONDITIONS shall be the competent courts of Darmstadt, Germany, and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
21. SEVERABILITY. If individual clauses in these TERMS AND CONDITIONS are held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as

nearly as possible the original intention in accordance with applicable laws, and the remaining provisions of this TERMS AND CONDITIONS shall remain in full force and effect.

22. DISCLAIMER. The JURY's choice is final and recourse to courts of law is excluded.

Appendix 1

Grant Name:	2024 Research Grants	Together referred to as "GRANT"
Grant Description:	<p>Augmented Reality Digital Twin - 1 grant comprising up to 120,000 €/year for 1 year with potential further collaboration</p> <p>Discovery strategies for molecular glue degraders and other protein-protein-interaction stabilizers - 1 grant comprising up to 100,000 €/year for up to 3 years with potential further collaboration</p> <p>Validating AI-designed molecules in the lab – up to 3 grants comprising AIDDISON software licenses for one year with potential further collaboration</p>	
E-MAIL-ADDRESS:	Researchgrants@emdgroup.com	
Event period (the "EVENT PERIOD"):	Deep dive workshops are currently planned to take place in November 2024.	
Grant URL (the "WEBSITE"):	https://www.emdgroup.com/en/research/open-innovation/research-grants.html	
PRIZE CRITERIA:	innovativeness, commercial potential, path forward after 3 years, probability of success, team strength, strategic fit	
Application Period (the "APPLICATION PERIOD"):	14. March 2024 – 31. August 2024, 23.59 CEST	
Key Note Event:		
SUBMISSION MODE	<input checked="" type="checkbox"/> Open call <input type="checkbox"/> External nominations <input type="checkbox"/> Internal nominations	
APPLICATION CHANNEL:	<input type="checkbox"/> via E-MAIL-ADDRESS <input checked="" type="checkbox"/> via the WEBSITE	