

**These Terms and Conditions shall govern the Optics11 Life Proof-of-Concept Award (“Award”) described in the Program Details.**

**Eligibility.** Eligibility for the Award is subject to the following requirements, along with any eligibility requirements set forth in the Program Details.

All applicants must be engaged full-time in laboratory-based scientific research and have attained at least the age of majority in their jurisdiction of residence, but in no event less than the age of 18. No purchase is necessary to participate and to be selected as a winner. Participation in the Program is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.

The following persons are ineligible for participation in the program:

- Employees, officers, directors, agents, representatives and independent contractors of Optics11 Life (“Company”), along with their respective subsidiaries or affiliates, and their immediate family members and members of the same households (whether related or not);
- residents outside of the US or any country subject to U.S. embargo
- government employees, physicians, nurses, physician assistants, pharmacists, and any other medical or health care professionals, including without limitation, medical students, laboratory directors, genetic counsellors, and formulary committee members;
- any persons (including businesses, research institutions, government and private organizations, individuals, and other types of legal persons) subject to trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other government to whose laws Sponsors, their subsidiaries or affiliates, the Program or such person is subject, and all individuals employed thereby or otherwise associated therewith;
- any persons for whom it would be illegal to participate in or win the Award, or with or to whom it would be illegal for Sponsors to interact or grant any award as contemplated herein.

**How to Enter.** Entries for the Award must be submitted as set forth in the Program Details. The Company makes no guarantee or warranty with respect to the security or confidentiality of applications or the application process. By entering, the applicant gives permission to Company to contact the applicant regarding their products and services, whether or not the applicant is selected as a winner. Each applicant shall be entitled to make one (1) entry into the Award only. In the event that Company deem an applicant to have made multiple applications to enter or to have acted in bad faith with respect to the Award, the applicant shall be excluded from the Award and consequently ineligible to be selected.

**Selection Of Winners And Notifications.** The applicant acknowledges and agrees that the participation, winner selection, and project awarded to the winner under the Award is not, and will not be, based upon the volume or value of any business previously generated between the

Company and the applicant, or the applicant's institution or company (if the applicant is not an individual), or any other organization that the applicant is involved in, if applicable, but based on the application(s) that, in the sole discretion of the Company, best makes use of the award (as specified in the Program Details) to demonstrate the power of the products. The decision of this panel will be final and binding and shall not be subject to review or appeal by any applicant or by any third party. The Company will attempt to notify the selected applicant(s) by email within approximately ten (10) business days after selection. If the selected applicant(s) has not responded to email inquiries within (5 business days, Company will attempt to contact the winner by telephone. If the winner cannot be reached by telephone within forty-eight (48) hours of first telephone attempt to notify such winner, the awards may be forfeited and an alternate applicant may be selected, based on the criteria set forth above, at Company's discretion. Once a winner has been successfully contacted, the Company and the winner will discuss project details, any required documentation (including, e.g., sample forms), sample submission and preparation. The award will be subject to winner's agreement and compliance with applicable terms provided by the Company. The winner will provide samples if project is not on-site to Company at winner's cost and in accordance with any applicable shipping and handling instructions provided by the Company to enable provision of the award.

**Restrictions Apply.** Samples must be prepared in accordance with the instructions to be provided to the winner and as set forth in the Program Details. Samples must be collected in compliance with applicable law and ethical permitting requirements. The award may not be transferred or assigned; no substitutions or cash equivalents are allowed. The winner may be required to execute and return an affidavit of eligibility/release of liability/publicity release (where legal) within twenty-one (21) days of first notification attempt. If the winner fails to return the affidavit/release by the deadline, the prize will be forfeited and an alternate winner may be selected, based on the criteria set forth above, at Company's discretion.

The applicant understands and agrees that no ideas, information or materials that are submitted to or otherwise provided to the Company in connection with the Award will be returned, and that the Company makes no guarantee or warranty with respect to the security or confidentiality thereof. All taxes on the prize and reporting thereof, and any other costs, fees and expenses relating to the prize or the Award, are the sole responsibility of the winner and/or the winner's institution or company. By submitting an application or accepting the award(s), the applicant agrees on behalf of the applicant and the applicant's institution or company: (1) to be bound by these official rules; (2) that Company shall retain full authority, in their sole discretion, to interpret and administer these rules; (3) that any dispute with regard to the conduct of the Award, rule interpretation or award of the prize, shall be resolved by Company, whose decision shall be binding and final; (4) to be bound by all decisions and interpretations made in good faith by Company; and (5) that all use of products will be subject to Company's standard terms and conditions of sale respectively. Furthermore, the applicant represents and warrants that: (1) the applicant meets all eligibility requirements of the Award; (2) the applicant has obtained all required authorizations and permissions from the applicant's institution or company; (3) entering into the Award does not and will not violate any law or regulation, or any of the institution's or company's rules or policies; and (4) the information contained in the application is true and correct in all material respects and is owned or rightfully possessed by the applicant without restriction on disclosure. Company may

refuse to award the prize if the Company determines in their sole discretion that doing so would likely result in a violation of an applicable law, rule, or policy.

**Use Of Winner's Name And Likeness.** The applicant acknowledges and agrees that, if the applicant is selected as a winner, the applicant's name, biographical information, likeness, the name of the applicant's institution or company, and the project title (excluding further project details) may, without further compensation, may be published on the Company website, at the Company's discretion, through social media. By accepting the prize, each winner grants to the Company, on behalf of the winner and the winner's institution or company, the right, at any time and from time to time, to print, publish, broadcast, and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet, and the world wide web), the winning applicant's name, biographical information (if provided by the applicant), image or likeness, the name of the winning applicant's institution or company, and the project title (excluding further project details).

**Publications And Presentations.** It is understood that the Company will be enabled, but not obligated, to use such results to create marketing materials and that, in the Company's discretion, the winning applicant may present the results in a joint forum hosted by the Company at a date and time to be determined.

**Indemnity, Disclaimer And Limitation Of Liability.** By participating in the Award, the applicant agrees on behalf of the applicant and the applicant's institution or company to release, discharge, indemnify and hold harmless the Company and their respective affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Award or the acceptance, possession, use or misuse of any prize. Company has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to the prize, including, without limitation, to such prize's quality or fitness for a particular purpose. COMPANY IS NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED ENTRIES, OR FOR ANY COMPUTER, THE INTERNET, EMAIL, TELEPHONE OR TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR IF THE PROGRAM IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF SPONSOR(S). IN NO EVENT SHALL COMPANY OR THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONJUNCTION WITH PARTICIPATION IN THE PROGRAM OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF THEM ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. COMPANY'S TOTAL AND

CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AWARD SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

**Miscellaneous.** The Company reserves the right to suspend, modify, cancel or terminate the Award without advance notice, including, without limitation, in the event of any act, occurrence or reason that it believes would compromise the legality, integrity, administration or fairness of the Award. If one or more provisions of these official rules are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and enforceable. These official rules are governed by and shall be construed by the laws of the Netherlands, without application of its choice of law principles. Should there be a conflict between the laws of the Netherlands and any other laws, the conflict will be resolved in favor of the laws of the Netherlands. The failure of Company to comply with any provision of these official rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, epidemics, quarantine restrictions, or other such contingencies beyond the control of the Company, shall not be considered a breach of these rules.