

# PFIZER – BIOLABS PARIS (“BioLabs”) GOLDEN TICKET CONTEST - TERMS AND CONDITIONS (“T&Cs”)

## 1. Preamble

Pfizer Inc. (“Pfizer”) is awarding up to three (3) Golden Tickets in BioLabs Hotel-Dieu in Paris (the “*Award*”) to an innovative biotech start-up that best meets the Selection Criteria (as further defined below in § 4) of the Contest (as further defined below in § 2).

**By participating in this Contest and submitting an Application (as defined below in § 3), the Participant (as defined below in § 2), hereby declares that it has read, acknowledged, and agreed to be bound by these T&Cs and waives any right to claim ambiguity in these T&Cs. Pfizer reserves the right to disqualify any Participant that Pfizer determines, in its sole discretion, violates these T&Cs.**

## 2. The Contest

The Contest is open for participation to (a) a commercial legal entity organized under the laws of, and residing in France from the health innovation ecosystem, (b) involved in research activities based on biomaterials having a biosafety level included within group 1 or 2 as further defined by Article R-4421-3 of the French Labour Code(c) that is not:

(i) affiliated with or employed by Pfizer or BioLabs including as an employee, contractor, officer or director of Pfizer or BioLabs and including as an immediate family member of Pfizer or BioLabs including parents, spouses, children, siblings or any individual residing in the household of a Pfizer or BioLabs employee, officer or director (whether or not related) (including as representatives of an applicant company), (ii) former employees, contractors, affiliates, or officers or directors of Pfizer involved in litigation or other legal disputes involving Pfizer, (iii) individuals and entities who appear on the U.S. Government Department of Treasury’s Specially Designated Nationals List, (iv) government agencies or academic institutions (e.g., a university or a school) and their employees, (v) government officials who participate to health public policies or social security, or government officials who have administrative policy role within healthcare and, (vi) individuals who are under eighteen years of age (each a “*Participant*”). For the avoidance of doubt, the Participant can be a current resident company at BioLabs.

Pfizer is dedicated to its purpose of breakthroughs that change patients’ lives. Pfizer will seek to apply its purpose in the selection process for this Contest.

NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE CONTEST, AND NO PAYMENT OF MONEY IS NECESSARY TO APPLY OR WIN. Any purchase or payment will not increase the chances of winning. The Award and the Contest are void where prohibited by applicable law.

## 3. Application

The application form for the Contest must be completed in full and include an accurate description of the Participant’s non-confidential therapeutic research in the following areas (the “*Application*”):

**Oncology:** Breast, genitourinary (bladder, prostate), gastrointestinal (pancreatic, CRC) and thoracic (lung, head & neck) cancers and hematological malignancies (multiple myeloma and lymphoma) with modalities including small molecules, ADC with improved/differentiated payloads, and bispecific antibodies, including immune cell engagers. Out of scope: cancer vaccines, oncolytic viruses, cell therapies, radiotherapy.

**Internal Medicine:** Obesity; Renal and Cardiovascular indications (CKD, DKD, HFpEF, ASCVD, PAD); Sickle cell disease; Anemia with a focus on strategies improving red blood cell health; Clonal hematopoiesis. Out of scope: Approaches to increase brown fat thermogenesis and altering gut microbiota, Nutraceutical approaches, Rare renal diseases and genetic cardiomyopathies, Cell therapies.

**Immunology and inflammation:** Auto-immune, inflammatory, and fibrotic diseases, with a focus on approaches targeting tolerizing mechanisms and immune cell depletion approaches that restore immune homeostasis; Transformative oral small molecule or brain-penetrant large molecule therapeutics for Alzheimer’s disease. Out of scope: Inhaled therapies for respiratory diseases, Topical therapies for dermatological conditions, Ex vivo cell-based therapies.

**Anti-infectives:** Antivirals for treatment or prevention of respiratory viruses, and treatments for hepatitis B and herpes viruses.

**Vaccines:** Viral and bacterial pathogens with high unmet medical need, with a focus on prevention across life stages.

**Development of innovative technology platforms applied to the above disease areas:** RNA-based platforms (e.g., mRNA, gene editing, siRNA); Vaccine platforms focused on mRNA, polysaccharide conjugation, and recombinant protein technology; In situ tissue/cell-targeted delivery systems; Protein homeostasis (e.g., degraders, molecular glues); Chemically-induced proximity platforms; Multi-specific antibodies; Innovative screening technologies for drug discovery; Enabling platforms for improved biologic CNS penetration; Biological hypothesis generation via LLMs and/or KGs; AI + Omics + Microphysiological systems (MPS) to predict clinical safety of targets/assets.

Participants should also attach to the Application, a non-confidential slide deck consisting of 20 slides maximum. Participants must legibly complete each section of the Application in English and may not exceed the space provided for in the application form. There is a limit of one (1) Application per Participant. All Applications are the property of Pfizer and will not be acknowledged or returned. Pfizer, in its sole discretion, reserves the right to disqualify Applications determined to be tampering with or abusing any aspect of the Contest. Limit one Application per entity. All Applications must be complete in order to be eligible to participate in the Contest. Incomplete or incoherent entries or Applications are void.

Pfizer is not responsible for Applications that for any reason are lost, late, or misdirected, for malfunctions of electronic equipment, computer hardware, or software, or for downloading or data entering problems or other technical problems, or a human error related to the Application process or the Award.

The Application process shall begin at 12:00 AM, CET, on October 2, 2024, and ends at 11:59 PM, CET, on November 12, 2024 (the “*End Date*”). Any Applications received after the End Date and time will not be considered, except at the sole discretion of Pfizer.

#### 4. Selection Process

The selection committee for the Contest is composed of Pfizer employees who are qualified experts in their fields including in scientific, medical research and/or business (the “*Selection Committee*”). The Selection Committee shall have the sole authority to select a subset of up to six (6) Applicants as finalists (“*Finalist(s)*”).

Up to three (3) Winners of the Award (“*Winners*”) will be selected among those Finalists by a jury that may be composed of Pfizer employees, BioLabs representatives and external members who are qualified experts in their fields including in scientific, medical research and/or business (the “*Judging Committee*”).

The Selection Committee and the Judging Committee are together referred to as the “*Committees*”.

Finalists will be selected on or before December 31, 2024. Finalists will be contacted via the e-mail address provided in the Application. If so contacted, Finalists must respond to such request to remain eligible and have the opportunity to win an Award. If an acknowledgment of the selection is not received by e-mail within three (3) working days of the notification, the Finalist shall be deemed to have forfeited participation in the Contest and an alternate Finalist will be selected, as applicable. Pfizer assumes no responsibility for lost, late or misdirected communications or any computer, online or technical malfunctions that may occur. Only Participants meeting all applicable deadlines and requirements will be eligible to be selected as a Winner.

Finalists will submit and give a non-confidential presentation followed by a question/answer session during an in-person Pfizer final selection event (“*Event*”) to be held during the month of January or February 2025. Any Finalist who fails to attend the Event, for any reason, will no longer be eligible to receive the Award, except at the sole discretion of Pfizer. Winners will be announced on the day of the Event. If any Winner decides to decline the prize for any reason, Pfizer shall have no further obligation to such Finalist and the Award will be forfeited and may be awarded to a runner-up Finalist at Pfizer’s discretion.

The Committees will judge all Applications based on the following criteria:

- **Quality of the science, scientific rationale and alignment to Pfizer's priorities:** description of the scientific rationale and of the unique technical features of the proposed solution, summary of proof-of-concept data;
- **Unmet need and differentiation of the proposed approach:** (i) description of the problem/unmet need that the technology addresses and of the adequation of the proposed solution to the unmet need and (ii) description of the differentiation of the proposed solution within the international competitive landscape;
- **Execution capabilities of the Participant's team:** biographies of the founders, description of the composition of the Participant's team, description of a road map for the project;
- **Sustainability and impact** of the Participant's activities on the environment and society;
- **Motivation for coming to BioLabs Hotel Dieu.**

(together the "Selection Criteria")

Selection of the Winner will be based solely on the Judging Committee's collective determination of the eligible submission that best helps Pfizer achieve its goal of supporting the entrepreneurial, early-stage activities of true startup companies and creating the next generation of powerhouse biotech companies, as well as a willingness and capacity to operate in BioLabs Hotel Dieu's shared lab space.

The Committees may reject Applications for any reason. The final selection of Finalists and the Winner will be at Pfizer's sole discretion, and Pfizer reserves the right to select no Finalists and/or no Winner if there are no sufficiently qualified candidates, in Pfizer's sole discretion. Pfizer reserves the right to modify the Contest and these T&Cs as determined by Pfizer in its sole discretion. The decisions of the Committees are final and binding and cannot be challenged.

## 5. The Award and Conditions of the Award

Subject to these T&Cs, the Winners will receive an Award granting (i) a voucher for prepaid rent for one (1) shared lab bench and one (1) open space office in Hotel Dieu Paris for one (1) year and one (1) membership including the benefit of the shared infrastructure and services and (ii) if there is a waiting list, a priority spot for residency ahead of other companies (*i.e.*, placement on a priority list).

Pfizer has no reason to believe that there is a waiting list for the Award, however, to the extent there is a waiting list, Pfizer and BioLabs may delay the start date of the Award, in their sole discretion. The lab use will commence when space is available and agreed upon between the Winner and BioLabs.

Laboratory bench spot includes fully functional lab space, permits, waste handling, and all reasonably common lab equipment for research. Access to BioLabs hosted events including life sciences programming, conference rooms, event space, and kitchens are included subject to availability. Reservations of certain equipment and conference room space are through online reservation tools. Office space and other space for technical, business, and scientific contract research organization support services, and office support services are not part of the Award but may be available from BioLabs by a separate agreement. Further, each Participant must be comfortable working in a shared lab environment and the Winner must agree to the terms and conditions that BioLabs requires for users of BioLabs' facilities in order to be eligible to receive the Award.

Pfizer and BioLabs have the ultimate discretion and authority to terminate or decline the Award to any particular Winner including, but not limited to a Finalist that is not compatible with or does not meet the criteria consistent with BioLabs' missions or fails to execute acceptable agreement(s) with BioLabs regarding the terms and condition of use of the Award. Such decision to terminate the Award cannot be challenged in any manner.

Winner having Health Care Professionals ("HCPs") as shareholders may be required to sign a separate agreement with Pfizer regarding interaction with HCPs and any transfer of value to an HCP must follow the French Anti-Gift Law regulations in force, respect local limits and be the subject of an upstream declaration/request for authorization to the competent authorities.

Receipt of the Award is conditioned upon (i) Pfizer determining the eligibility of the Winner to the Award grant and requiring the Winner to confirm evidence of its eligibility, (ii) the Winner and its applicable employees, officers, and directors signing, where permitted by law, a release within three (3) months of the Winner announcement (including an declaration of eligibility, a receipt, and a consent to use relevant

individuals' names and image and/or any Winner's names, logos and trademarks in connection with promoting the Award and the Contest) and/or other documentation as required by Pfizer, (iii) the approval of BioLabs and (iv) the Winner entering into a separate agreement with BioLabs regarding the terms and conditions of its use of the Award within four (4) months of the Winner announcement, provided that in the event the Winner has HCP(s) as shareholders such agreement cannot be executed prior to having executed a separate agreement with Pfizer as provided in the preceding paragraph. Failure to comply with the aforementioned conditions shall disqualify the Winner from receiving the Award and the Award may be awarded to a runner-up Finalist at Pfizer's discretion.

The Winner is solely responsible for payment of all federal, state, and/or local income and other taxes and duties related to any aspect of the Award received and for providing to Pfizer any documentation necessary for Pfizer to comply with its applicable tax reporting obligations prior to the receipt of the Award, if any. All fees and expenses related to the acceptance and use of the Award shall be solely incurred by the Winner including without limitation, any insurance fees, transportation fees, travel and accommodation fees, but excluding for the avoidance of doubts, the cost of Award itself.

The Award is non-transferable, non-assignable, non-substitutable, and cannot be returned for cash or any other consideration. The Award is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6. Publicity Release**

Winners will be announced by a press release issued by Pfizer., Each Participant as well as their representatives consent to the use of his/her name, photograph, image, biographical information, and voice for promotional purposes and in advertising worldwide without approval rights or additional compensation, except where prohibited by law. The Winner hereby grants to Pfizer the rights to use, without any monetary compensation, the Winner's names, logos and/or any trademarks as applicable, solely for promotional activities in connection with the Award and/or the Contest during five (5) years as from the End Date, except where prohibited by law.

## **7. Privacy Policy**

Personal data collected during the Contest may be used or disclosed by Pfizer and/or any of its affiliates, for purposes of the administration and organization of the Contest, identification and qualification of the Winner, Winner notification and grant of Award, and otherwise as described in Pfizer's Privacy Notice available at <https://privacycenter.pfizer.com/en/france>.

## **8. Limitation of liability, Indemnification, warranties and acknowledgments**

PFIZER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF THE USE OF THE AWARD OR ANY OTHER ASPECT OF A WINNER'S ACCEPTANCE OR USE OF THE AWARD OR PARTICIPATION IN THIS CONTEST.

Each Participant accepts the conditions stated in these T&Cs, agrees to be bound by all decisions of Pfizer regarding the Contest, and warrants that it is eligible to participate in the Contest as specified in these T&Cs. Each Participant releases and holds harmless Pfizer, BioLabs, and each of their respective parent companies, subsidiaries, and affiliates, their respective successors and assigns, and those acting under their permission, from any and all claims the Participant may have in connection with the Participant's submission of an Application, participation in the Contest, an Award, or otherwise in connection with the Contest, including without limitation Pfizer's use or publication of the Participant's Application or the information contained therein. Each Participant acknowledges and agrees that neither Pfizer nor BioLabs has made any representation, warranty, or guarantee, express or implied, in fact or in law, in connection with the Contest.

Participant shall defend, indemnify and hold harmless, Pfizer and BioLabs, and each of their respective

parent companies, subsidiaries, and affiliates, their respective successors and assigns, and those acting under their permission from and against any and all damages (including bodily injury, death, property damages), liabilities, losses, fines, costs, charges and expenses (including payment of reasonable attorney fees) (the "Losses") arising from or in connection with any claims, action or proceedings brought by a third party where such Losses is caused or partially caused by, directly or indirectly from (i) Participant's alleged breach or breach of these T&Cs (including without limitation the breach of the representations and warranties contained therein), (ii) Participant's infringement of any third party's intellectual property rights; (iii) Pfizer involvement with any idea, invention, information or materials comprised in the Application, (iv) Participant's participation in the Contest and acceptance of the Award.

Each Participant acknowledges that Pfizer and BioLabs will rely on this paragraph 8, potentially at substantial cost to Pfizer and/or BioLabs, and each Participant agrees not to assert any claim of any nature whatsoever against anyone relating to the Contest or the Award. The remedy for any claim shall be limited to actual damages and in no event shall Pfizer and BioLabs be liable for any punitive, incidental, special, consequential, or other damages. Without limiting the foregoing, in no event shall Pfizer and BioLabs' liability, if any, exceed the retail value of the Award received by the Winners.

Participant acknowledges that Pfizer may presently, during the Contest, and/or in the future be developing internally, or receiving from third parties, ideas, concepts, solutions, and information that are similar to the one included in the Application. Accordingly, nothing herein shall prohibit Pfizer from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Application.

#### **9. Contest cancelation or suspension**

Pfizer reserves the right, in its sole discretion, to cancel, terminate, suspend, and/or modify these T&Cs and the Contest, or any part of it, at any time, without notice.

Participant shall not in any manner undermine the integrity of the Contest. Participant will not use any device, software or routine to interfere with the proper working of the Contest's website or to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

If for any reason this Contest is not able to be conducted as planned, including, but not limited to, because of infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Pfizer, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Pfizer reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest, or any part of it, and grant the Award to valid Applications received up to the termination or suspension date.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, PFIZER RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING LEGAL FEES) FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

#### **10. Governing Law/Venue/Jurisdiction**

These T&Cs, the Applications and all disputes and claims arising under these T&Cs, will be interpreted and governed by the laws of France, without regard to its conflict of laws principles. All disputes between Pfizer, BioLabs and the Participants in connection with or arising out of the existence, validity, construction, performance and termination of these T&Cs (or any terms thereof), which the parties are unable to resolve between themselves within thirty (30) days of the notice of dispute from either party, shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France.

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