LUnaphore a biotechne brand

TERMS AND CONDITIONS

Rules approved the 29 October, 2024.

Entry in this program constitutes acceptance of these official rules by the entity submitting the entry.

1. SPONSOR

The Lunaphore Program under the name of "Spatial Multiomics Grant Program" (hereinafter, the "**Program**") is sponsored by **LUNAPHORE TECHNOLOGIES S.A**., with headquarters at Route de Lully 5C in Tolochenaz, 1131 Switzerland,

and

ADVANCED CELL DIAGNOSTICS, INC., with headquarters at 7707 Gateway Blvd, Newark, CA 94560, USA.

(Hereinafter, both together, the "**Sponsor**" or "**us**").

2. BINDING AGREEMENT

Each entity submitting or attempting to submit an entry to the Program is not eligible to receive the prizes described in these Rules unless they agree to these Rules. All individuals submitting an entry on behalf of an entity represent 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 there to and (b) his/her actions do not violate the entity's policies and procedures.

("**Applicant/s**" or "**you**") for the Spatial Multiomics 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 entry to ensure you understand and agree.

3. PROGRAM PERIOD

The Program begins at 12:00 PM Central European Time ("**CET**") on November 6, 2024 and ends at 11:59 PM CET on January 31st, 2025 ("**Program Period**"). APPLICANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTION. Two (2) winners will be selected by the appointed jury. Winners will be announced publicly on February 24st, 2025 by 11:59 PM CET.

4. ELIGIBILITY

To be eligible for the Program, the Applicant needs to fulfil with the following requirements:

 The applicant(s) needs to be a research institution (private or academic), Healthcare Organization (HCO), a pharma/ biotech company, or a Contract Research Organization (CRO) located in Europe, North America or APAC, in a capacity in which they perform life sciences research using human, mouse or other model organism tissue (the "Applicant(s)"), located or do substantial business in one of the following territories (the "Territory"): USA, Canada, EU countries, Switzerland, Norway, UK, Singapore, Australia, China, Korea, Japan, India, Israel.

- The individuals seeking the participation of the Applicants for whom they work need to have enough authority to submit the application forms.
- Have intention to acquire spatial biology technology and capabilities.
- Applicants must be willing to perform multiomics analysis, combining detection of both RNA and protein, on up to 2 FFPE samples using one of the predefined multiomics panels outlined in section 9. If the predefined RNA targets are not relevant to their research, applicants may propose alternative RNA targets for evaluation.
- Submit the application with all mandatory fields filled in.
- Grant the Sponsor consent to use the information and data exchanged and generated within this Program for promotional and marketing purposes, as detailed in Section 13.

Please note that any employees of Sponsor or immediate family and household members are not eligible to participate. Winning any prize is contingent upon fulfilling all requirements set forth herein. The Program is subject to applicable substantive Swiss laws and regulations. The Program is void outside of the Territory and were prohibited by law.

5. HOW TO ENTER

NO PURCHASE NECESSARY TO ENTER OR WIN.

In order to enter, during the Program Period, Applicants should visit the Program website at https://lunaphore.com/spatialmultiomics-grant-program to submit a technology acquisition support request and any additional registration information required for participation (**"Application Form"**). All application forms must be received <u>online</u>, through the online submission system, before the end of the Program period. Application forms must meet the submission requirements described below in Section 6.

All Application forms will be deemed made by the entity represented by the authorized account holder of the e-mail account used to submit the application form, and the potential winner may be required to show proof that its employee, contractor or agent is the authorized account holder for that e-mail account. The "authorized account holder" is the natural person assigned to the e-mail account by the e-mail administrator at the time of account creation. The person representing the Applicants entities must be age eighteen (18) or older.

SPONSOR WILL CONSIDER ONLY ONE (1) ENTRY FROM EACH APPLICANT. NO OTHER ENTRIES WILL BE CONSIDERED. Subsequent entries will be disqualified. At submission, the Applicant expressly accept that all the information and material displayed and shared in the entries become the sole property of Sponsor.

Sponsor is not responsible for: (i) lost, late, incomplete, invalid, illegible, unintelligible, incomplete, damaged, altered, counterfeit, obtained through fraud, late, or misdirected entries, which will be disqualified; (ii) for failed, partial or garbled computer transmissions; or (iii) for technical failures of any kind, including, but not limited to electronic malfunctioning of any network, hardware or software; or (iv) for any error,

technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any application not in compliance with these present rules.

6. SUBMISSION REQUIREMENTS

Application forms must be original to the Applicants and must 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. No trademarks, logos, company names or advertising of third parties are allowed unless expressly permitted by Sponsor. Content may not be offensive or defamatory, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to reject and/ or disgualify any entries (in whole or in part) that Sponsor deems, in its sole discretion, to be threatening, abusive, harassing, offensive, obscene, defamatory, libelous, hateful, embarrassing to another person or entity, profane, discriminatory, false, misleading, deceptive, invasive of another's privacy, tortious, or that promote illegal behaviour, or otherwise are inconsistent with its editorial standards or reputational interests, or that Sponsor believes may violate any applicable law or regulation, these rules, or the rights of any third party.

7. ELECTRONIC COMMUNICATIONS

By submitting the Application form, you agree to communicate for the purpose of this Program with Sponsor electronically. By agreeing to do business electronically, you (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules, (ii) represent that you have internet access and a valid email address enabling you access to information pertaining to the Program online and to receive communications and documents electronically, and (iii) represent that you have a printer or other device to print or otherwise save communications and documents including, without limitation, these rules and that you have, in fact, printed or otherwise saved a copy of these rules for your records. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these rules at any time by contacting us as set forth in these rules. We will send you a confirmation notice once we have processed your change request.

8. SELECTION OF PRIZE WINNERS AND NOTIFICATION

The Application forms will be judged by seven (7) qualified judges who are employees of Sponsor or its affiliates or external business partner. The decision will be taken unanimously. All Application forms shall be judged based on the following objective criteria of equal weight:

- I. The scientific impact of the study being developed;
- II. Well-defined proposal with precise research goals;

III. Preliminary experience in analyzing produced multiplexed immunofluorescence images;

IV. Interest in adopting the Lunaphore COMET[™] instrument in laboratory research activities following program completion; V. Application fit for a use case with the multiomics assay The awarded candidates (collectively, "**Prize Winners**") agree that the Sponsor shall have the right to announce among the Applicants the Prize Winner's name based on all the submissions and entries received before 11:59 PM CET on January 31st, 2025. Sponsor will select the two (2) awarded Application forms and will communicate the Prize Winners on February 24st, 2025 by 11.59 PM. If any potential Prize Winner fails to respond to Sponsor's notification within twenty (20) calendar days, Sponsor reserves the right to choose a different potential Prize Winner. Decisions from the judges are final and binding. If no qualified entries are received, no prizes will be awarded.

9. PRIZES

The Prizes offered by the Program are the following:

Phase A: Sample Testing Project¹ at the Sponsor's Access Lab (turnaround = 6-8 weeks). Select one option between:

1. Human pre-designed panels

- CTL activation (*CTLA4, INFG, GZMB, TNFA*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- T/B cell recruitment (*CXCL10, IFNG, CXCL9, TNFA*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- T-cell regulation (*CTL4, TCF7, LAG3, HAVCR2*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- CAF/Stroma characterization (COL11A1, COL1A1, TGFB, HIF1A) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- Pro-inflammatory cell characterization (*IL6, IFNG, IL1B, TNFA*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- Anti-inflammatory vs Pro-inflammatory cell characterization (*IL6, IL10, TGFB, TNFA*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)
- Tumor associated macrophages characterization (*IL6, IL10, VEGFA, IL8*) RNAScope[™] probes and any of the protein validated markers (αSMA, CD11b, CD11c, CD138, CD14, CD20, CD3, CD4, CD45, CD45RA and CD56)

2. Mouse pre-designed panels

- Neurotransmission panel (*Slc17a7*, *Slc6a4*, *Chat*, *Gad1*) RNAScope[™] probes and any of the protein validated markers (CD11b, CD3, CD31, CD4, CD45, CD56, CD8, F4/80, Ki67, LaminB1, PDGFRb, GFAP, Iba, NeuN)
- Blood brain barrier panel (*Gfap, Cldn5, Cd68, Pdgfrb*) RNAScope[™] probes and any of the protein validated markers

(CD11b, CD3, CD31, CD4, CD45, CD56, CD8, F4/80, Ki67, LaminB1, PDGFRb, GFAP, Iba, NeuN)

- General coverage A panel (*Gfap, Rbfox3, Cd68, Pdgfrb*) RNAScope[™] probes and any of the protein validated markers (CD11b, CD3, CD31, CD4, CD45, CD56, CD8, F4/80, Ki67, LaminB1, PDGFRb, GFAP, Iba, NeuN)
- General coverage B panel (*Gafp, Rbfox3, Cd68, Sox10 or Mbp*) RNAScope[™] probes and any of the protein validated markers (CD11b, CD3, CD31, CD4, CD45, CD56, CD8, F4/80, Ki67, LaminB1, PDGFRb, GFAP, Iba, NeuN)

3. Any custom design multiomics panel containing up to 4 RNAScope[™] probes from the existing catalog and up to 16 IHC validated protein markers.

Phase B (subject to instrument acquisition) Discount package including all of the following:

- 10% discount on COMET[™] package if the order is placed before May 31st 2026.
- 15% discount on up to 4 kits of RNAscope[™] HiPlex Pro detection kit, RNAscope[™]HiPlex probes, up to 4 SPYRE[™] Antibody Panel kits for orders placed until May 31st 2026.
- 10% discount on COMET[™] Chips for orders placed before May 31st 2026.
- Protocols developed during the Sample Testing Project.

Phase C (at the time of COMET[™] installation) Transfer of project to customers lab:

 Hands-on FAS support at customer's lab, to seamlessly pick up where Phase B stopped, and support the set up of the experiments in their workflow.

All Applicants will automatically receive:

- Application offering: 15% discount on up to 4 RNAscope[™] HiPlex Pro detection kit, RNAscope[™]HiPlex probes, and up to 4 SPYRE[™] Antibody Panel kits for orders placed until May 31st, 2026 (subjected to COMET[™] acquisition).
- Instrument offering: 5% discount on COMET[™] instrument if order is placed before May 31st 2026.

The Prize winners are responsible for any shipping costs (including any applicable customs or export duties if applicable) of their experiment samples.

The market value of the Prize will be defined in each case depending on the features of each research project and the materials requested.

No transfer, substitutions or cash equivalent for Prizes will be allowed, except at Sponsor's sole discretion. Any of the Prizes remaining unused as of May 31st, 2026 shall be void. The Prize Winners 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. 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 Prizes. Prize Winners and other Applicants of each Program Category are 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, customs and export duties and other handling charges related to shipping and delivery of any Sponsor technologies and services to the Prize Winners.

10. DUTIES, TAXES AND SERVICES

ALL TAXES, FEES, DUTIES, SURCHARGES, IF ANY, ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNERS. In order to receive a Prize, potential Prize Winners may be requested to 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. Only the Prize Winner is responsible for ensuring that it complies with all the applicable tax laws and filing requirements. If a Prize Winner 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 Prize Winner.

11.GENERAL CONDITIONS

Sponsor reserves the right at its sole discretion to disqualify Applicants that violate any applicable Swiss or local rules and legislation misrepresent themselves or provide misleading information to Sponsor. Sponsor further reserves the right to disqualify any Applicants that tampers with the submission process or with any other part of the Program. Any attempt by an Applicant 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 Applicant to the fullest extent of the applicable law. Applicants, and therefore Applicants, agree to be bound by the decisions of Sponsor.

12. CONFIDENTIAL INFORMATION

Sponsor agrees to treat as confidential all information that is submitted by the Applicants in writing and marked "Confidential." Sponsor and each Applicant agree that Sponsor may use such confidential information exclusively for (i) judging such Applicant's proposal, (iii) general market analysis purposes where the confidential information will be in any case be used as disaggregated data (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 Applicant, or (d) have been independently developed by Sponsor or its affiliates without use of the Applicant'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 Applicant's confidential information, Sponsor shall give sufficient advance written notice so that the Applicant 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 an Applicant 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 Applicant required in order to comply. Sponsor's nondisclosure and non-use obligations with respect to the Applicant's confidential information shall expire on the fifth (five) 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 the Applicant 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 noncompliance on its own part. Each Applicant warrants that it has the right to make disclosures of confidential information in connection with its proposal.

13. INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY

As a condition of entry, but subject to the provisions of Section 12 above regarding Sponsor's treatment of Applicants' Confidential Information, Participants grant to Sponsor and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual, nonexclusive 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) contained in the Application Form and any participant'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 economic compensation. Further, Participants waive 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 Applicants acknowledge and agree that Sponsor shall have no obligation to post, display or otherwise make publicly available any entry submitted by the Applicant. Applicants consent to allowing Sponsor and its affiliates to publish a news release regarding the Program and the Prize Winners and their Application Forms on any of their websites and/or social media pages for promotional marketing purposes in perpetuity. Participants consent to being contacted by Sponsor or one of its representatives for follow-up marketing activities related to this Program.

14. PRIVACY

Applicants agree 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. This Personal Information may also be used by Sponsor or any party authorized by them, including its affiliates, to verify a participant's identity, postal address and telephone number in the event a Applicant qualifies for any applicable Prize as well as to deliver the applicable Prize(s).

Applicants further agree that their Personal Information may be used to fulfil additional terms of the Program or to contact their institution/employer in response to a question submitted by such Applicant 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 Applicant have 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.

Additionally, Personal Information may be stored and used by Sponsor to communicate with Applicants in the future to discuss relevant information and news about the company and its products.

Additionally, we ask that you please note the following:

- The data controller is the Sponsor and the data recipients are Sponsor and its agents;
- Personal Information is collected for purposes of administration of the Program and also promotional and communication purposes;
- Applicants have a right to access to and withdraw their consent to the storage and processing of their Personal Information at any time. Applicants also have 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, Applicants may send a request to: privacy@biotechne.com.

To further understand how Sponsor stores and uses Personal Information you can read the full Privacy Policy.

15. WARRANTY & INDEMNITY

Applicants warrant that their entries are original 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. Each Applicant represents and warrants that all permissions, if any are required, have been granted prior to submission of the entry and that Applicant may legally grant all licenses and permissions contained within these Rules to Sponsor. To the maximum extent permitted by law, each Applicant 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 Applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each Applicant 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 Applicant 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 Applicant in connection with the Program; (iii) any non-compliance by the Applicant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to the Applicant's involvement with the Program; (v) acceptance, possession, misuse or use of any Prize or participation in any Programrelated 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 Prize Winners.

16. RIGHT TO CANCEL, MODIFY, OR DISQUALIFY

If for any reason the Program or any portion of either is not capable of running as planned due to technical or administrative problems, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond Sponsor's reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Program, or any portion of it at any time.

17. 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 APPLICANTS 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.

Sponsor is not responsible and shall not be liable for late or lost entries, whether caused by website users or by any of the equipment or programming associated with or utilized in the Program and assumes no responsibility for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability or intervention, error, omission, interruption, detection, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the web site.

By accepting a Prize, each Prize 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 the 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.

Applicants agree that Sponsor shall have no liability for unsuccessful efforts to notify any potential Prize Winner, or for any injuries, losses, or damages by reason of the Applicant's participation in the Program or use of the Prize.

18. IN CASE OF DISPUTES

Sponsor will interpret these Rules and resolve any disputes pursuant to the substantive laws of Switzerland; 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 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. Any formal claim will be solved in good faith and manners. If a friendly solution cannot be found, the parties agree that the courts of Lausanne (Canton of Vaud) will be the only competent jurisdiction.

19. CONTACT & WINNERS LIST

Any questions, complaints or queries shall be sent by email to Sponsor at: <u>info@lunaphore.com</u>. Applicants may request a list of the Prize Winners by email.