



## PFIZER GOLDEN TICKET PROGRAM TERMS AND CONDITIONS (“TERMS”)

### OVERVIEW

The Pfizer Golden Ticket Program (the “Program”) is a competitive program seeking the highest-potential startups in the lifesciences field. The process begins with completion of a short application form which provides non-confidential information about the applying company and research area. Following submission, the Pfizer selection committee will select a limited number of applications to move on to the final rounds of review. The winning applicant will receive a “Golden Ticket” for waitlist priority and a voucher for one year of prepaid rent for a reserved bench for one scientist at LabCentral, Inc. (“LabCentral”) in Cambridge, MA for (subject to these Terms and the Pfizer Golden Ticket Program Application and Agreement) (“Golden Ticket”).

### RULES, TERMS AND CONDITIONS, AND PRIVACY POLICY

Eligibility. NO PURCHASE IS NECESSARY TO PARTICIPATE IN THE PROGRAM, and no payment of money is necessary to apply or win. Any purchase or payment will not increase chances of winning. The Program is open only to startup companies organized under the laws of, and residing in, the United States (excluding Arizona) that (a) have not and will not as of receipt of the Golden Ticket (if such applicant is chosen as a Winner) raised in excess of USD \$7.5 million in cumulative capital funding and (b) do not and will not have more than USD \$3 million in trailing revenue during the twelve-month period prior to receipt of a Golden Ticket (if such applicant is chosen as a Winner). For clarity, individuals are not eligible to apply – only corporate entities are eligible to receive a Golden Ticket.

The following are not eligible to participate in the Program or receive a Golden Ticket (including as representatives of an applicant company): (i) government agencies and institutions (including public universities) and their employees; (ii) individuals and entities who appear on the U.S. Government Department of Treasury’s Specially Designated Nationals List; (iii) employees of Pfizer Inc. or LabCentral or their respective its affiliates, subsidiaries, and agents, and immediate family members of such

individuals; and (iv) individuals who are under eighteen years of age. This Program is void where prohibited by law.

2. Application Process. The Program begins on June 26, 2019 at 2:00 PM Eastern Daylight Time and ends on August 23, 2019 at 11:59 PM Eastern Daylight Time. Applicants must complete, using **only non-confidential information**, the Pfizer Golden Ticket Program Application and Agreement ("Application Agreement") available at <http://www.pfizer.com/GoldenTicketApplication> and return the completed application (an "Application") by email to [KendallSquareSiteAffairs@pfizer.com](mailto:KendallSquareSiteAffairs@pfizer.com), with the subject line "Pfizer Golden Ticket Program Application" by August 23, 2019 at 11:59 PM Eastern Daylight Time. Applications received after this date will not be considered, except at the sole discretion of Pfizer Inc. ("Pfizer"). 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 human error related to Applications or the Program. Applications will not be acknowledged or returned, and incomplete or incoherent entries are void. Pfizer, in its sole discretion, reserves the right to disqualify Applications determined to be tampering with or abusing any aspect of the Program. Limit one Application per entity. All Applications must be complete in order to be eligible to participate in the Program. All Applications are property of Pfizer and will not be returned. After submission of Applications, a selection committee chosen by Pfizer (the "Committee"), which Committee will be comprised of Pfizer colleagues, will review the Applications and select a limited number of applicants ("Finalists") to present to the Committee and, depending on the scientific and/or technical nature of the Application and as determined by Pfizer, to other Pfizer colleagues, at a day/time in August or September to be determined by Pfizer, in its sole discretion. Finalists will be selected on or before September 9, 2019. As a condition to participating as a Finalist, applicants and their applicable employees, officers, and directors must, where permitted by applicable law, sign Finalist Releases and/or any other documentation as required by Pfizer. Finalists will submit and give a non-confidential presentation followed by a question/answer session. Any Finalist who fails to attend the presentation at the designated date and time, for any reason, will forfeit participation in the Program, except at the sole discretion of Pfizer. The Committee will select up to two winners of the Golden Ticket (collectively, "Winner"). The Winner will be informed within one month following the Finalist presentations.

3. Finalist and Winner Notification. Finalists and the Winner will be notified via the e-mail address or telephone number provided in the Application. If a reply is not received within one week of the notification, the applicant will forfeit participation in the Program and an alternate Finalist or Winner may be chosen, in Pfizer's sole discretion. Applicants not chosen as a Finalist or Winner will not be notified. Pfizer assumes no responsibility for lost, late or misdirected communications or any computer, online, telephone or technical malfunctions that may occur. Winners will be announced by a press release issued by Pfizer. A listing of Winners (including the name of the winning company, city or town of residence, date of receipt of a Golden Ticket, and value of the Golden Ticket) can also be obtained by sending a self-addressed stamped envelope to the following address on or after November 15, 2019: Pfizer Inc., Attention: Site Affairs, 1 Portland St., Cambridge, MA 02139. Requests must be submitted by December 15, 2019.

4. Selection Criteria. The Committee will judge all submissions. Selection of the Winner will be based solely on the 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. Applicants must demonstrate potential for high-impact science and promising execution, as well as a willingness and capacity to operate within the LabCentral shared community. The Committee may reject submissions 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 Program and these Terms as determined by Pfizer in its sole discretion. The decisions of the Committee are final and binding.

5. Golden Ticket. Subject to these Terms, the Winner will receive a "Golden Ticket" granting a priority spot for residency ahead of other companies (i.e., placement on a priority waitlist) and a voucher for prepaid rent for one reserved bench on the first floor for one scientist at LabCentral's shared laboratory facility located at 700 Main Street, Cambridge, MA 02142 for one year, including the benefit of LabCentral's shared infrastructure and services (such as conference rooms, permits, shared equipment and facilities, participation in LabCentral training modules, seminars, etc.). The estimated retail value of the Golden Ticket is USD \$47,100. Only applicants meeting all applicable deadlines and requirements provided in the Application Agreement and these Terms will be eligible to be selected as a Winner. Because Applications will be judged in order to determine the Winner, the odds of winning are not determinable; however, the odds of any particular Application being awarded the Golden Ticket would generally diminish the more eligible Applications are received. The above-described Golden Ticket is the sole and exclusive compensation for which applicants are eligible in connection with the Program, and applicants will not receive payment or other compensation of any other amount. Any applicant who breaches the terms of the Application Agreement or these Terms for any reason will forfeit participation in the Program, and any Golden Ticket granted to such applicant will be immediately forfeited. In such case, Pfizer may designate an alternate Finalist or Winner, in its sole discretion. **Receipt of the Golden Ticket is conditioned upon (a) the Winner and its applicable employees, officers, and directors signing, where permitted by law, a Winner Release (including an affidavit of eligibility, a receipt, and a license to use relevant individuals' names and likenesses in connection with promoting the Program) and/or other documentation as required by Pfizer, (b) the approval of LabCentral, and (c) the Winner entering into a separate agreement with LabCentral and complying with LabCentral's policies regarding its facilities.** The Golden Ticket is non-transferable, non-assignable, non-substitutable, and cannot be returned for cash or any other consideration. The Winner is solely responsible for payment of all federal, state and/or local income and other taxes and duties related to any award received. **The Golden Ticket does not guarantee lab space at LabCentral starting at any specific time, as space is subject to availability and LabCentral's waitlist policies.** Lab use will commence when space is available and as agreed between the Winner and LabCentral. Unless otherwise agreed by Pfizer and LabCentral, Winner's failure to commence lab use when space is available will result in forfeiture of the Golden Ticket.

6. Internet. If for any reason the e-mail or other Internet portion of the Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Pfizer or its third-party providers that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, Pfizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Program, and to disqualify any individual who tampers with the application process. Pfizer assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access to, or alteration of, Applications or other communications or submissions from applicants. Pfizer is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any e-mail or Application to be received by Pfizer on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an applicant's or any other person's computer related to or resulting from participation or downloading any materials related to the Program.

7. Privacy Policy. All applicant information, including names, phone numbers, and e-mail addresses, is subject to Pfizer's Privacy Statement which can be found at <https://www.pfizer.com/Privacy>, provided that all such applicant information may also be published by Pfizer as set forth in these Terms or the Application Agreement.

8. Acknowledgement/Release. By submitting an Application, each applicant agrees to be bound by these Terms and by Pfizer's decisions regarding Finalists and the Winner, which will be final in all respects. Each applicant releases and holds harmless Pfizer, LabCentral, 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 applicant may have in connection with the applicant's submission of an Application, participation in the Program, receipt of a Golden Ticket, or otherwise in connection with the Program, including without limitation Pfizer's use or publication of the applicant's Application or the information contained therein. Each applicant acknowledges and agrees that neither Pfizer nor LabCentral has made any representation, warranty, or guarantee, express or implied, in fact or in law, in connection with the Program.

9. Indemnification and Limitation of Liability. Each applicant agrees to defend, indemnify, and hold harmless Pfizer and LabCentral, 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 claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach or alleged breach of these Terms or the Application Agreement, including without limitation the breach of any representations or warranties contained therein. Each applicant acknowledges that Pfizer and LabCentral will rely on this provision, potentially at substantial cost to Pfizer and/or LabCentral, and each applicant agrees not to assert any claim of any nature whatsoever against anyone relating to the Program. Pfizer and LabCentral will not be liable for any punitive, incidental, special, consequential or other damages. Without limiting the foregoing, in no event shall Pfizer and LabCentral's liability, if any, exceed the retail value of any Golden Ticket received by the applicant.

10. Governing Law/Venue/Jurisdiction. These Terms and the Application Agreement will be construed in accordance with the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed therein without regard to conflict of law principles. Any litigation arising from or relating to the Program or these Terms must be initiated and prosecuted in any court of competent subject matter jurisdiction in Boston, Massachusetts, and the applicant, Pfizer, and LabCentral consent to the personal jurisdiction of such courts over them and to the convenience of proceeding in such courts, and expressly agree that such courts shall be the exclusive venue for any such litigation. **To the extent not prohibited by applicable law, each applicant waives and covenants not to assert any right to a trial by jury in any claim arising under or in connection with these Terms or the Application Agreement, whether sounding in contract, tort, or otherwise. Any such proceeding will instead be tried by a judge sitting without a jury.**

11. Program Operator. The Program is being conducted by Pfizer Inc., 1 Portland St., Cambridge, MA 02139.