

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

## OVERVIEW

The BioMarin Golden Ticket Program (the “Program”) is a competitive program seeking to foster the highest-potential startups in the life science field focusing on rare genetic diseases (genetic diseases with a prevalence of at least 1:50,000). The process begins with completion of a short application form which provides non-confidential information about the applying company and its research area. Following submission, the BioMarin selection committee will select a limited number of applications to move on to the final round(s) of review. The winning applicant will receive a “Golden Ticket” for a \$50,000 credit towards space at LabCentral, Inc. (“LabCentral”) in Cambridge, MA to be used within 13 months of issue (subject to these Terms and the BioMarin Golden Ticket Program Application and Agreement) (“Golden Ticket”).

## RULES, TERMS AND CONDITIONS, AND PRIVACY POLICY

1. 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. Further, the applicant must be working in the field or related field of life sciences and/or life science technology platforms with a focus on human health.

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 BioMarin Pharmaceutical Inc. or LabCentral or their respective 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 July 11, 2022 at 12:00 PM Pacific Daylight Time and ends on August 22, 2022 at 11:59 PM Pacific Daylight Time. Applicants must complete, using **only non-confidential information**, the BioMarin Golden Ticket Program Application and Agreement ("Application Agreement") available at <http://www.BioMarin.com/GoldenTicket> and return the completed application (an "Application") by email to [Goldenticket@bmrn.com](mailto:Goldenticket@bmrn.com) with the subject line "BioMarin Golden Ticket Program Application" by August 22, 2022 at 11:59 PM Pacific Daylight Time. Applications received after this date will not be considered, except at the sole discretion of BioMarin Pharmaceutical Inc. ("BioMarin"). BioMarin 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. BioMarin, 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 BioMarin and will not be returned. After submission of Applications, a selection committee chosen by BioMarin (the "Committee"), which Committee will be comprised of BioMarin 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 BioMarin, to other BioMarin colleagues, at a day/time in September 2022 to be determined by BioMarin, in its sole discretion. Finalists will be selected on or before September 7, 2022. 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 BioMarin. 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 BioMarin. The Committee will select up to one winner of the Golden Ticket (the "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 BioMarin's sole discretion. Applicants not chosen as a Finalist or Winner will not be notified. BioMarin assumes no responsibility for lost, late or misdirected communications or any computer, online, telephone or technical malfunctions that may occur. Winners may, at BioMarin's discretion, be announced by a press release issued by BioMarin. The identity of the Winner (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 October 11, 2022: BioMarin Pharmaceutical Inc., Attention: Business Development, 105 Digital Drive, Novato, CA 94949. Requests must be submitted by October 25, 2022.

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 BioMarin achieve its goal of supporting the entrepreneurial, early-stage activities of true startup companies and creating the next generation of powerhouse biotech companies. The Committee will seek high-potential applicants working in the field or related field of life sciences and/or life science technology platforms with a focus on human health. Areas of interest include rare genetic diseases (with a prevalence of at least 1:50,000) and technology platforms that could ultimately be used to advance programs in such areas of interest. Therapeutic modalities of interest include small molecules, biologic approaches, gene therapy, gene editing, oligonucleotide-directed therapies, mRNA directed therapies, and cell-based therapies. An additional interest of the selection committee will be proposals that enhance the molecular understanding of genetic based neuropathology through the application of in vitro iPS cell technology. 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 BioMarin's sole discretion, and BioMarin reserves the right to select no Finalists and/or no Winner if there are no sufficiently qualified candidates, in BioMarin's sole discretion. BioMarin reserves the right to modify the Program and these Terms as determined by BioMarin 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 \$50,000 credit towards space at LabCentral's shared laboratory facility located at 700 Main Street, Cambridge, MA 02139, to be used within 13 months of issue, 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 \$50,000 credit can be used towards the recipient's monthly invoice of lab benches, private suites, dedicated desks, private offices, per person fees, or parking. 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, BioMarin 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 BioMarin, (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 BioMarin 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 BioMarin or its third-party providers that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, BioMarin 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. BioMarin 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. BioMarin 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 BioMarin 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 BioMarin's Privacy Statement which can be found at <https://www.BioMarin.com/Privacy> provided that all such applicant information may also be published by BioMarin 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 BioMarin's decisions regarding Finalists and the Winner, which will be final in all respects. Each applicant releases and holds harmless BioMarin, 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 BioMarin's use or publication of the applicant's Application or the information contained therein. Each applicant acknowledges and agrees that neither BioMarin 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 BioMarin 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 BioMarin and LabCentral will rely on this provision, potentially at substantial cost to BioMarin and/or LabCentral, and each applicant agrees not to assert any claim of any nature whatsoever against anyone relating to the Program. BioMarin and LabCentral will not be liable for any punitive, incidental, special, consequential or other damages. Without limiting the foregoing, in no event shall BioMarin 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 State of California applicable to agreements made and to be performed therein without regard to conflict of law principles that would provide for the application of the law of another jurisdiction. Any disputes under these Terms and the Application Agreement shall be brought in the state courts and the Federal courts located in the Northern District of California, and the Parties hereby consent to the personal jurisdiction and exclusive venue of these courts. **TO THE EXTENT**

**PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

11. Program Operator. The Program is being conducted by BioMarin Pharmaceutical Inc., 105 Digital Drive, Novato, CA 94949.