



somallogic

2023 SomaLogic Australia Research Grant Award

SomaLogic is pleased to announce the SomaLogic Research Grant Award for Australian researchers. Each successful applicant will receive high-plex proteomic data from 40 samples. A full 7000 protein targets per sample.

Please ask your SomaLogic Sales Manager for more details or email to applyau@somallogic.com

Overview

SomaLogic are pleased to announce the very first Australia Research Grant award for SomaScan 7K proteomic assay. This award covers delivery of data for 40 samples from a 7K plex SomaScan Assay from the analysis of human serum or plasma. There are 2 awards on offer value \$28,000 USD each.

Program details

SomaLogic invite researchers to submit a brief outline of their inventive plans to use the SomaScan Assay 7K from SomaLogic in their research. The goal of this program is to assist researchers in Australia to generate pilot data, which can be used to support their future grant applications, and to promote use of SomaScan Assay 7K as an essential tool for generating high quality proteomic data. Applicants' proposals will be reviewed within 4 weeks of the submission close date (30 November 2023).

Applicants should write a short proposal of 500 words or less, outlining a pilot research project which uses SomaScan Assay 7K. A committee of SomaLogic staff will review and select the winning applicant based on the following criteria:

- The overall application completeness
- Did the applicant have an original proposal with clear goals and outcomes
- Provide a clear approach and design which matches the goals and outcomes
- How the protein data and analysis are intended to be used
- What are the next steps the researcher intends to take with this additional knowledge
- How does SomaScan 7K data increase insight into health and disease for their given focus area

Two (2) winners will be selected and be awarded forty (40) samples to be processed on the SomaScan Assay 7K, together with upstream and downstream support from SomaLogic (including discussions with Technical support to validate sample type, discuss limitations, project management team to discuss sample prep/ shipping and downstream bioinformatic support), excluding shipment costs to USA. The samples for this program need to be banked, frozen and ready to go!

If applicants have any questions about sample submission requirements, they should email SomaLogic at applyau@somallogic.com.



Application timelines

Grant announced by SomaLogic and advertised via SomaLogic database to eligible customers in Australia.

Announced

1 Oct 2023

Open

1 Oct 2023

Submission close

30 Nov 2023

Winner announced

15 Jan 2024

Samples submitted for processing

28 Feb 2024

Data from SomaScan Assay delivered

end March 2024

Eligibility criteria

1. The grant program terms and conditions apply and are available applyau@somalogic.com.
2. The grant is only open to researchers who are based in Australia and based at an institution or group where they perform the research.
3. Research teams who already use the SomaScan Assay are not eligible to apply.
4. All submissions must be in English and comply with the criteria outlined here in this guide.
5. The samples processed on the SomaScan Assay need to be available and meet certain criteria (Handling and Processing Guide, available from your SomaLogic Sales manager [here](#)).
6. Pilot studies which are creative, bring new insight to health and disease, and have potential to lead to longer term studies are considered highly.
7. For questions about your eligibility or to ask questions about the study you have proposed, please email SomaLogic at applyau@somalogic.com
8. Only one application per person is allowed.

Research grant conditions

1. The two (2) successful applicants will receive SomaScan data 7K for each of their 40 samples and include, discussions with Technical support to validate sample type, discuss limitations, project management team to discuss sample prep/shipping and downstream bioinformatic support. Applicants will own the

SomaScan Assay data generated under this grant program.

2. Samples will be run on the SomaScan Assay by SomaLogic at their facility in Boulder, Colorado.
3. Application submission deadline is 30 November 2023 . Any submission made after this date will not be accepted.
4. Successful applicants consent to their name and organization being used for promotional purposes under this grant program.
5. The winner will be announced 15 January 2024, by email, social media (Facebook, Twitter, LinkedIn) and be encouraged to present their research in SomaLogic marketing activities.
6. For questions about your eligibility or to ask questions about the study you have proposed, please email SomaLogic at (insert email address)
7. The grant is for research purposes only and not to be used for commercial or clinical purposes.
8. The applications will be reviewed by a SomaLogic committee, and a winner decided by same.
9. SomaLogic decision is final on study feasibility.
10. All entrants agree to be contacted by SomaLogic for marketing purposes.
11. Special grant terms and conditions apply.

Sample submission

- The grant winners will provide 40 samples to be run on the SomaScan Assay 7K with the output product being data showing signaling for 7000 protein targets.
- Samples must be human plasma or serum. Other sample types may be considered after consultation.
- Samples submitted must be 130 µl volume and have been prepared according to the SomaLogic Handling and Processing Guide (please ask for a free copy). Recording, delivery and labeling will be discussed with the winners.
- Sample submissions, including any associated documentation, cannot include any personal or health information on human subjects. Awardees agree to comply with all applicable laws and regulations with their grant submission and, if awarded, their sample submissions.
- Shipment of samples must be to the awardee expense via suitable cold chain courier with dry ice top up, and preferably tracking.

You can review full terms and conditions on the following pages and apply to the program at applyau@somalogic.com

TERMS AND CONDITIONS OF THE SOMALOGIC RESEARCH GRANT AWARD

1. Definitions and Interpretation

1.1. In this Agreement, the following words and expressions shall have the following meanings, except where the context otherwise requires:

- (a) **“Agreement”** means all documents setting out the terms and conditions for submission of an Application to, or award of the Grant by, the Grantor to an Applicant or Recipient, including but not limited to these Terms and Conditions of the SomaLogic Research Grant Award, the Research Grant Application Form, the Letter of Award, Grant Sponsorship Program and any annexes, schedules and appendices appended thereto, and any amendments thereto.
- (b) **“Applicable Laws”** means any law (including common law), statute, rule, regulation, directive, code of practice, notice, guideline or requirement issued, adopted, promulgated, implemented or otherwise put into effect by or under the authority of a Governmental Authority of a competent jurisdiction.
- (c) **“Applicant”** means any person who has made an Application for the Grant.
- (d) **“Application”** means a completed SomaLogic Research Grant Application Form (**available here**) and all supporting documents submitted to the Grantor during the Application Period.
- (e) **“Application Period”** means the period beginning and ending on the date provided in the Agreement.
- (f) **“Confidential Information”** means all communications, information or other materials arising directly and indirectly from, or directly or indirectly related to, the Grant and the Agreement.
- (g) **“Dispute”** means all disputes, claims, questions or differences arising out of or in connection with the Agreement.
- (h) **“Governmental Authority”** means any national, provincial, municipal or local, or any domestic or foreign government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, executive, legislative, judicial or arbitral body or self-regulatory organization, or any government owned or controlled entity exercising the aforementioned powers or functions, and shall include any authority exercising a fiscal, revenue, customs or excise function.
- (i) **“Grant”** means:
 - i. the delivery by the Grantor or Sponsor to a Recipient of data from the SomaScan Assay (run at the SomaLogic facility in Boulder, Colorado, USA) for forty (40) samples of human serum or plasma, which samples are provided to the Grantor by the Recipient;
 - ii. the provisions of reasonable technical support by SomaLogic to a Recipient to validate sample type and discuss limitations; and
 - iii. the provision of reasonable support by the SomaLogic project management team to a Recipient to discuss sample preparation/shipping and downstream bioinformatic support; with a total value of approximately USD \$28,000 per grant awarded.
- (j) **“Grantor”** means SomaLogic INC.
- (k) **“Letter of Award”** means the letter or email confirmation from the Grantor or Sponsor to the Applicant informing the Applicant that their Application has been selected for award of a Grant.
- (l) **“Losses”** means all liabilities, losses, damages, costs and expenses (including all legal costs determined on a full indemnity basis), whether incurred or awarded against a party, disbursements and costs of investigation, litigation, settlement, judgment, interest, fines and penalties.
- (m) **“Personal Information”** means all “personal information” (as that term is defined under the Privacy Act 1988 (Cth)), including any information relating to an identified or identifiable natural person, and including any information which is provided by the Applicant to the Grantor or otherwise collected, obtained or generated by the Grantor or the Sponsor in relation to an Application, including the Applicant’s name, email address, contact number, institution or entity of employment, and business address.

- (n) **“Privacy Laws”** means all Applicable Laws relating to data protection, privacy or the protection of Personal Information, including the Privacy Act 1988 (Cth).
- (o) **“Recipient”** means any Applicant who has been awarded the Grant by the Grantor.
- (p) **“SomaLogic Research Grant Award”** means this program.
- (q) **“Sponsor”** means SomaLogic Operating Co., Inc.
- (r) **“Terms and Conditions”** means these terms and conditions of the SomaLogic Research Grant Award.

1.2. In the Agreement:

- (a) All headings or sub-headings are for convenience only and shall not be deemed part of the Agreement.
- (b) The words “hereof”, “herein”, and “hereunder” and words of similar import, when used in the Agreement, shall refer to the Agreement as a whole and not to any particular provision of the Agreement.
- (c) A reference to a time of day, or day, is to a time of day or day in Sydney, Australia.
- (d) A reference to a business day is to a day which is not a Saturday or a Sunday and on which the banks are customarily open for business in Sydney, Australia.

2. General

- 2.1. Any Application for the Grant is subject to the Agreement. By submitting an Application to the Grantor, the Applicant acknowledges that they have read, understood and agree to the terms of the Agreement.
- 2.2. The Grantor reserves the sole and absolute right to withdraw, amend and/or alter any part or the whole of this Agreement or any component thereof at any time without giving any prior notice to an Applicant.
- 2.3. Any non-compliance with the Agreement may lead to an Applicant being disqualified from consideration for the Grant or the award of the Grant being cancelled by the Grantor.

3. Eligibility and Selection

- 3.1. To be eligible for this Grant program, each Applicant and his/her Application must meet the following criteria:
 - (a) Applicants must be persons aged eighteen (18) years or older, who are residents of Australia.

- (b) Applicants must possess the legal right and ability to enter into a legally binding agreement with the Grantor.
- (c) Applicants must be working for an Australian-based institution or group where the research outlined in the Application will be performed.
- (d) Applicants working as part of a research team that already uses the SomaScan Assay are not eligible to receive the Grant.
- (e) The Grant is for research purposes only and is not to be used for commercial or clinical purposes.
- (f) Only one (1) Application may be submitted by an Applicant, and only one application from a research team
- (g) All Applications must be in English, and comply with the criteria outlined in these Terms and Conditions.
- (h) Recipients must make available to the Grantor the samples to be processed on the SomaScan Assay 7K as part of the Grant and those samples must meet SomaScan Assay sample requirements.
- (i) Applications for the Grant must be submitted during the Application Period.
- (j) Applications must include a brief proposal of 500 words or less, outlining a pilot research project that uses SomaLogic’s SomaScan Assay 7K in line with the goals of this SomaLogic Research Grant program outlined in the Agreement. In particular, the goal of this SomaLogic Research Grant program is to assist researchers in Australia to generate pilot data, which can be used to support their future grant applications, and to promote use of SomaScan Assay 7K as an essential tool for generating high quality proteomic data.
- (k) Applications must not include any Personal Information (including health information) relating to human subjects (other than the information which is required to be provided relating to the Applicant), or any image, video or voice of a person.
- (l) Applicants agree to comply with all Applicable Laws in their Application and, if awarded a Grant, their research project, including in provision of samples to the Grantor.
- (m) Applications must not contain any content that:
 - i. breaches any Applicable Laws;
 - ii. infringes any intellectual property rights or other rights of any person, property, corporation or entity. By providing or submitting any third party intellectual property, Applicants warrant that they have

the permission from the relevant owner to do so and that this permission allows the Grantor and Sponsor to use the Application in accordance with the Agreement; or

- iii. is otherwise, obscene, indecent, offensive, defamatory, discriminatory, or otherwise objectionable or inappropriate (which includes, without limitation, any content which is defamatory, racist, obscene, threatening or pornographic) or is otherwise prohibited by law.

- (n) Applications must be received by the Grantor before the end of the Application Period and will be deemed to have been received at the time of receipt by the Grantor.

- (o) The use of any automated entry software or any other mechanical or electronic means that allows an Applicant to automatically submit an Application repeatedly is prohibited and will render Applications submitted using such means as invalid.

3.2. A committee of Grantor and/or Sponsor staff (Grant Committee) will review the Applications submitted during the Application Period and select the Successful Applicants and Short-Listed Applicants (as defined in clauses 3.4 and 3.5, respectively) based on the following criteria:

- (a) Compliance with the eligibility criteria in clause 3.1;
- (b) The completeness of the Application;
- (c) The originality and creativity of the proposal outlined in the Application;
- (d) Whether the goals and outcomes outlined in the Application were clear;
- (e) Whether the approach and design of the pilot research project described is clear and matches the goals and outcomes outlined;
- (f) The intended use of the protein data and analysis proposed in the Application;
- (g) The next steps the Applicant intends to take using the additional knowledge gained if awarded the Grant, including the potential for the research to lead to longer term studies; and
- (h) The impact of, and way in which, data from SomaLogic's SomaScan Assay 7K would increase insight into health and disease for the Applicant's given focus area.

3.3. Applications will be reviewed by the Grant Committee within four (4) weeks of the end of the Application Period.

3.4. Two (2) Applicants will be selected based on the criteria outlined in the Agreement to be offered a Grant (Successful Applicants).

3.5. Two (2) or more Applicants will also be selected by the Grant Committee to be offered a Grant in the case of a Lapsed Offer (defined in clause 5.2) (Short-Listed Applicants). If no Successful Applicant or Short-Listed Applicant accepts a Grant, the Grant Committee may select other Successful Applicants from the pool of Applicants or re-open the Grant Application Period to additional Applicants.

3.6. For questions about eligibility or to ask questions about the study being proposed, please email Grantor at applyau@somalogic.com.

4. How to Enter

4.1. A person interested in submitting an Application must complete the SomaLogic Research Grant Application Form (**available here**) and submit it to applyau@somalogic.com, together with all supporting documents.

4.2. Any Application submitted after the Application Period will not be accepted. Applications are deemed to have been received at the time of receipt into the Grantor's information system. The determination of the Grantor as to the actual time that an Application is submitted is final.

4.3. Applications that are incomplete, indecipherable, inaudible, unverifiable or illegible may be deemed invalid at the Grantor's sole discretion.

4.4. The Grantor reserves the sole and absolute right to end the Application Period, the SomaLogic Research Grant Award, or any component thereof at any time, without giving prior notice or compensation in cash or in kind.

4.5. Upon receipt of an Application, the Grant Committee will assess the Application in its sole discretion. The Grantor may contact the Applicant for more information if required, in the Grantor's sole discretion. Please note that the Application may be rejected if the Applicant is not able to provide the Grantor with any requested information.

5. Notification and Disbursement of Grant

5.1. Grantor or Sponsor will attempt to notify Successful Applicants within four (4) weeks after selection of Successful Applicants.

5.2. The Successful Applicants will be informed by way of email of the results, using the email address specified in the Application, and will be invited to accept the Grant. Such offer to accept the Grant will be valid for five (5) business days from the date of the email notifying Successful Applicants of the results (unless otherwise indicated in writing). If a Successful Applicant does not accept the Grant within this period of time, the offer will be deemed to have lapsed and the Grantor will offer the Grant to another Applicant (Lapsed Offer).

5.3. By accepting the Grant, the Applicant expressly agrees that:

- (a) The Grantor and Sponsor may utilise the Applicant's name, institution, company or logo in its publications and collaterals for any purpose, including marketing;
- (b) Information relating to the Applicant, including their institution or company, may be published on social media or elsewhere on the internet by or on behalf of the Grantor and/or the Sponsor
- (c) The Applicant will be asked to provide presentations on their research in subsequent marketing activities for the Grantor and Sponsor. Where an Applicant is asked to attend an event, this will be at the Grantor's expense;
- (d) Samples will be run on the SomaScan Assay by Grantor, and SomaScan Assay data generated with the Recipient's samples shall belong to the Recipient;
 - (e) Samples must be human plasma or serum. Other sample types may be accepted by the Grantor, at its discretion, and after consultation, but there is no guarantee that the Grantor will provide its consent. Further, samples submitted must comply with the SomaLogic Handling and Processing Guide available [\[here\]](#). Recording, delivery and labelling of the samples will be separately discussed with the Recipients;
 - (f) Sample submissions, including any associated documentation, cannot include any Personal Information (including health information) relating to a human subject. Recipients agree to comply with all applicable laws and regulations in their research project and in sample submissions;
 - (g) Shipment of samples to the SomaLogic facility in Boulder, Colorado, USA, must be at the Applicant's expense via suitable cold chain courier with dry ice top up, and preferably tracking;
 - (h) The Applicant will provide such identification documents or further information as required by the Grantor in its sole discretion to verify and check the identity of the Applicant;
 - (i) The Grant and/or parts of the Grant is/are not transferable or exchangeable and cannot be taken as cash;
 - (j) The Grantor and its representatives will not be liable for any damage to or delay in provision of samples, the Grant, or elements thereof; and
- 5.4. Unsuccessful Applicants will not be notified. No appeals will be accepted and reasoning will not be provided.
- 5.5. The Grantor's obligations under this Agreement are contingent upon the Applicant's compliance with this Agreement.

6. Grantor's Rights

- 6.1. Any decision regarding the eligibility of any Application shall be subject to the Grantor's sole discretion.
- 6.2. The Grantor reserves the right, at any time and in its sole discretion, to:
 - (a) Verify whether an Applicant is eligible for the SomaLogic Research Grant Award in its absolute discretion;
 - (b) Verify, as applicable, the originality of the Application;
 - (c) Require an Applicant to provide reasonable proof that they meet the eligibility requirements; and
 - (d) Invalidate Applications and / or prohibit further participation by an Applicant in this SomaLogic Research Grant Award or a Grant if the Grantor has reason to believe the Applicant has:
 - i. submitted an entry that does not comply with this Agreement;
 - ii. disrupted, annoyed, abused, threatened, harassed or attempted to do any of these things to the Grantor, Sponsor, another Applicant, or potential Applicant of, or anyone else associated with this SomaLogic Research Grant Award; or
 - iii. otherwise breached any of the terms and conditions of the Agreement, tampered with the entry process or otherwise engaged in any unlawful or other improper misconduct deemed to jeopardise fair and proper conduct of the SomaLogic Research Grant Award or that would be damaging to the Grantor or Sponsor's goodwill or reputation.
- 6.3. Failure to enforce any of the Grantor's rights in this regard or otherwise under the Agreement does not constitute a waiver, and all legal rights to recover damages or other compensation are expressly reserved.
- 6.4. The Grantor's decisions in relation to any and all aspects of the Agreement and the SomaLogic Research Grant Award is final and no correspondence will be entertained by the Grantor.
- 6.5. If this SomaLogic Research Grant Award is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Grantor, the Grantor reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the SomaLogic Research Grant Award. The Grantor is not required to provide reasons for its decisions.

6.6. Any attempt to deliberately undermine the legitimate operation of this SomaLogic Research Grant Award may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Grantor reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Grantor may determine from time to time to the fullest extent permitted by law.

7. General Obligations

- 7.1. The Applicant shall not make guarantees and warranties that would obligate the Grantor or Sponsor to any third parties with regard to the Grant and this Agreement, which shall be deemed void.
- 7.2. The Applicant shall notify the Grantor with documentary proof within two (2) weeks of:
 - (a) any change in its name, control, or legal form;
 - (b) events that affect its capacity to utilise the Grant, or
 - (c) the occurrence of any scenario or conditions that are specified in paragraph 10.2.
- 7.3. By submitting an Application for the Grant, the Applicant expressly agrees that they shall not disparage, defame or discredit the Grantor or Sponsor, or any of their respective affiliates, or engage in any activity which would have the effect of disparaging, defaming or discrediting the Grantor or Sponsor, or any of their respective affiliates.

8. Representations and Warranties

- 8.1. The Applicant shall ensure that all representations and warranties made in connection with the Agreement remain true, accurate and complete as long as the Agreement remains in force and effect.
- 8.2. In particular, the Applicant represents and warrants to the Grantor that:
 - (a) The Applicant has the capacity and authority to deliver and perform the obligations under the Agreement;
 - (b) The Applicant has taken, fulfilled and done all actions, conditions and things required in order to enable the Applicant's entry into the Agreement and to ensure that the obligations under the Agreement are valid, legally binding, and enforceable;
 - (c) The Applicant's entry into this Agreement and the performance of the Applicant's obligations herein are in compliance with all Applicable Laws; and
 - (d) All information, disclosure and statements or representations of fact made in the Application, submitted forms, supporting documents, and/or related to the Agreement given by the Applicant,

or the Applicant's agents or advisors, to the Grantor was, when given, and remains, true, accurate and complete in every aspect and is not misleading.

9. Use of Information (Consent and Limitations)

- 9.1. The Applicant shall not use the Grantor's or Sponsor's name, logo, or related credits in discussions with third parties, press releases, or public notifications, without the Grantor's prior written consent.
- 9.2. The Grantor and Sponsor shall have the right to include references to the Applicant, and/or use the Applicant's name, title, picture, voice or the likeness, and institution and logo in publications, marketing materials, flyers, presentations, on social media platforms, and collaterals, including in any media or other public statement, whether or not the Applicant is awarded a Grant. As a condition of accepting a Grant, the Recipient may be required to execute or procure the execution of legal documentation in a form provided by the Grantor, including but not limited to a legal release and indemnity form and media consent form.
- 9.3. Applicants may be contacted by the Grantor or Sponsor and requested to provide a verbal or written testimonial in connection with their Application (Testimonial). Applicants agree to provide or procure the provision of one or more Testimonials in accordance with this Agreement.
- 9.4. The Grantor may communicate or advertise this SomaLogic Research Grant Award using Twitter and/or LinkedIn or another social media platform. However, the SomaLogic Research Grant Award is in no way sponsored, endorsed or administered by, or associated with, Twitter, LinkedIn and/or any other social media platform. Applicants are providing their information to the Grantor and not to Twitter, LinkedIn, and/or any other social media platform. Each Applicant completely releases Twitter, LinkedIn and/or any other social media platform from any and all liability in connection with this SomaLogic Research Grant Award.
- 9.5. The Grantor and each of its related bodies corporate, officers, employees, agents and licensees are not liable to any Applicant for any tax implications arising out of the Grant or the SomaLogic Research Grant Award. Applicants should obtain independent financial advice on tax implications that may arise as a result of accepting the Grant.

10. Limitation of Liability and Indemnity

- 10.1. Subject to prevailing laws, in no event shall the Grantor, Sponsor or any of their employees, officers, directors or subcontractors be liable, and the Applicant hereby unequivocally waives all rights against the Grantor and Sponsor for all Losses, including any special, indirect, incidental,

consequential, exemplary or punitive Losses or any for lost revenues or profits, loss of anticipated savings, loss of goodwill, downtime costs, business interruption, diminished business value, arising in relation to this Agreement and/or the SomaLogic Research Grant Award, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Grantor's control); (b) any Application that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Grantor or Sponsor) due to any reason beyond the reasonable control of the Grantor; (c) any tax liability incurred by a Recipient; or (d) use of the Grant. The exclusion in this clause applies regardless of the form of action, including in contract or tort (including negligence) from which such Losses may arise, save where such Losses arise due to the gross negligence or wilful default of the Grantor or Sponsor.

- 10.2. Without limiting any other clause of the Agreement, the Grantor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to Applications or to Applicant's or any other person's computer related to or resulting from participation in or downloading any materials in this SomaLogic Research Grant Award.
- 10.3. Nothing in this Agreement restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any Applicable Law, including the *Competition and Consumer Act 2010* (Cth).
- 10.4. Without prejudice to any other rights or remedies which the Grantor may have under the Agreement or at law, the Applicant shall be liable for and shall to the fullest extent permitted by the Applicable Laws indemnify and hold harmless the Grantor, Sponsor and their respective employees, officers, directors and subcontractors (in this clause, referred to as "those indemnified") against all Losses of any kind which any of those indemnified may suffer or incur in respect of or in connection with the Grant or arising, directly or indirectly, out of the act, default or omission of the Applicant, or the Applicant's officers, employees and agents, or out of any infringement, breach or non-compliance or non-performance of the obligations hereunder on the Applicant's part to be performed under this Agreement and the Grant. To the extent that the indemnity in this clause refers to anyone other than the Grantor, the Grantor holds the benefit of this clause on trust for those other persons.

11. Term and Termination

- 11.1. The Agreement shall commence upon the Applicant's online submission of the Application to Grantor and shall terminate on either:
- (a) the date of the Lapsed Offer; or
 - (b) the date falling twelve (12) months after the acceptance by the Recipient of the Grant.
- 11.2. Without prejudice to any other rights that the Grantor may have under the Agreement, the Grantor may by notice to the Applicant terminate the Agreement with immediate effect or within the timeline stipulated within its notice, upon occurrence of any of the following events:
- (a) the Applicant has breached of any of the terms and conditions contained in the Agreement;
 - (b) the making of any false, misleading, or materially inaccurate statements or representations by or on behalf of the Applicant to the Grantor, Sponsor or any third party.
- 11.3. The Grantor, at its sole and absolute discretion, shall have the right to terminate the Agreement without cause with one (1) month's prior written notice to the Applicant.
- 11.4. Upon termination of the Agreement and without prejudice to any accrued rights up to the date of termination, or rights and obligations of the parties under the Agreement which are expressly or impliedly intended to survive termination, all rights and obligations of the parties under the Agreement shall cease, and in particular, the Grantor shall not be required to provide any part or all of the Grant which has yet to be provided as at the date of termination.
- 11.5. Termination or expiry of the Grant and/or the Agreement will not release the Applicant from any liability that, as at the date of termination or expiry, has accrued. The Grantor or Sponsor shall not be liable for any damages, loss, liability or expenses suffered or incurred by the Applicant or any third party in relation to the termination of the Agreement.
- 11.6. If the Agreement is terminated in accordance with paragraph 11.2, the Grantor shall, among other rights, have the right to:
- (a) refuse to provide any part or all of the Grant to the Applicant; and
 - (b) recover from the Applicant part or the full amount of all disbursements made under this Agreement.
- 11.7. The Applicant acknowledges that damages may not be an adequate remedy for breach of the Agreement, and the Grantor shall be entitled to seek remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the Agreement.

12. Privacy

12.1. [By submitting an Application, your Personal Information will be collected by the Grantor and used for the purposes of: (i) evaluating your Application; (ii) implementation, administration and management of the Grant if you are a Recipient, including for marketing and customer follow-up and engagement (e.g. email, telephone, and/or social media). If you do not provide Personal Information to us, we will not be able to consider your Application or award you a Grant. Personal Information will be disclosed by the Grantor to the Sponsor and to other related entities of the Grantor for the Purposes. The Grantor, Sponsor and their respective affiliates may also transfer the Personal Information to third parties assisting the Grantor, Sponsor and their respective affiliates with the purposes. These recipients may be located in Australia, or elsewhere (including but not limited to the United States of America). SomaLogic's privacy policy, available here [insert], provides details of how you may request access to or correction of the Personal Information, as well as details of our privacy complaints process.]

13. Miscellaneous

13.1. The Grantor reserves the right to change the terms and conditions of this Agreement from time to time if deemed necessary by the Grantor at its sole discretion.

13.2. The Applicant shall not assign, novate or transfer any of its rights or obligations under the Agreement.

13.3. All notices and communications shall be in writing. Notices by the Grantor or Sponsor to the Applicant shall be deemed to be duly served if made by e-mail to the most recent email address provided by the Applicant to the Grantor, at the time of transmission.

13.4. No delay, failure or omission on the part of the Grantor in enforcing any right, power, privilege, claim or remedy under the Agreement shall be deemed to be or be construed as a waiver or variation of such right, power, privilege, claim or remedy.

13.5. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or association of any kind between the parties or render any party liable for the liabilities of the other party.

13.6. Each party shall bear its own legal, professional and other costs and expenses incurred by it in connection with this Agreement and any documents referred to in it.

13.7. In the event of any inconsistency amongst the terms set out in the various documents which constitute the Agreement, the following documents shall prevail in the following order:

- (a) the Grant Sponsorship Program;
- (b) these Terms and Conditions;
- (c) the Letter of Award; and
- (d) any other documents which form part of the Agreement.

13.8. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no rights to enforce any of the terms of this Agreement.

13.9. This Agreement constitutes the entire agreement between the Grantor and the Applicant with respect to its subject matter, and supersedes all prior agreements, understandings, proposals, representations and discussions between the parties, whether verbal or written. There are no understandings, agreements, representations or warranties, expressed or implied, not expressly specified in this Agreement.

13.10. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement under the Applicable Laws of any jurisdiction or as may be adjudged by a court, shall not affect the validity, enforceability or legality of any other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

13.11. In addition to any provision in the Agreement that is intended to survive termination, paragraphs 8 to 12 of these Terms and Conditions shall survive the termination and/or expiry of this Agreement.

13.12. This Agreement shall be governed by and construed in accordance with the laws of NSW, Australia. In the event of any Dispute arising between the parties relating to the validity, interpretation, construction or performance of the Agreement, the parties shall use their best endeavours to settle amicably such Dispute by consultation and negotiation. If such efforts taken for such consultation and negotiation shall fail, then the parties hereby submit to the exclusive jurisdiction of the courts of NSW, Australia and the courts authorised to hear appeals from those courts.



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SomaLogic Australia Grant Program

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