

General Conditions of Participation for Evonik's Crowdsourcing Events

Dated: 08/2023

Preamble

The following Conditions of Participation ("**Conditions of Participation**") define the general rules and conditions for participating in an Evonik Crowdsourcing Event ("**ECE**").

Before participating in the ECE, please make sure to have carefully read and fully understood these Conditions of Participation in their entirety. By submitting a research proposal to Evonik you agree to abide by all terms and conditions of these Conditions of Participation.

An ECE will be conducted by Evonik Operations GmbH, Rellinghauser Strasse 1-11, 45128 Essen, Germany ("**Evonik**") via its own website/platform or via third-party platforms. Either way, an ECE is a request for research project proposals directed to experts at universities, research institutes as well as related companies, start-ups or freelancers from the chemical sector or related industries.

The aim of an ECE is to offer the participants the opportunity to apply for research projects with Evonik based on the participants' own project proposals. Evonik will carefully evaluate all project proposals according to predefined criteria by a team of experts. Out of all proposals received, the evaluation team will select a number of project proposals and grant an award to those participants who submitted the selected proposals. Awards may be of monetary nature or may aim to realise the proposed project together with Evonik.. Details per each ECE are however subject to the separate rules and statutes for the relevant ECE (in these Conditions of Participation referred to as the "**ECE-Rules**") The ECE-Rules for each ECE can be accessed on the relevant platform.

For each individual ECE, Evonik will furthermore define a specified topic which will be shared with the participants via the relevant platform as a comprehensive request for proposal (in these Conditions of Participation referred to as "**RfP**"). The RfP describes the scope of the ECE and also defines what is not of interest to Evonik. All project proposals must be shared with Evonik in the form and way set out for each ECE in the ECE-Rules.

1. Eligibility - Who can participate?

1.1 Unless otherwise stipulated in the ECE-Rules, all experts in the given topic of the ECE are invited to participate and share their project proposals with Evonik as participants.

Unless provided otherwise in the ECE-Rules, employees of competitors of Evonik must refrain from participating directly or indirectly in an ECE.

Employees and relatives of employees of Evonik or an affiliated company of Evonik in terms of section 15 of the German Stock Corporation Act (AktG) ("**Evonik Affiliates**") must also not participate in an ECE.

The ECE-Rules may furthermore exclude other specific groups of experts from participating in an ECE.

1.2 Participation in an ECE requires that all personal information submitted is truthful and accurate. Every participant may do so only under his or her full name. Evonik reserves the right to verify personal data shared at any stage of the ECE.

1.3 Participation in any ECE is free of charge.

1.4 Participants may either participate individually or form a team, unless otherwise set out in the ECE-Rules.

1.5 Each participant is only allowed to participate once per each ECE and therefore may therefore only submit one submission, whether as a member of a participating team or as an individual.

The ECE-Rules also define the deadlines for any proposal submissions (including deadlines for different project phases, if any) per each ECE.

1.6 Participation in the ECE will not in any way be construed as creating any further contractual relationship with Evonik or any Evonik Affiliate (such as, for example, any research contract, or any promise or anticipation of employment).

1.7 Each participant warrants to Evonik that he/she has the full capacity, power and authorization to participate in the ECE and to sign and abide by these Conditions of Participation. In particular, each participant warrants to Evonik that he/she is the author of the submitted proposal, and has obtained consent (if required) from his/her university, research institute or other organization to participate in the ECE, and Evonik's rights under these Conditions of Participation will not be challenged by the aforementioned organizations. If a participant is concerned about his/her participation in the ECE being compliant with any such organization's rules and regulations, or with national trade or other laws and orders, the participant is requested to seek proper advice from the relevant organization before participating in an ECE.

2 Registration and access to the ECE; Acceptance of the Conditions of Participation

2.1 Participants shall submit project proposals as described in the ECE-Rules and the RfP.

2.2 If required by the ECE-Rules, each potential participant must create a profile on the platform in order to participate in the ECE. If a participant has already created a profile, he/she must use such profile to participate.

2.3 By clicking on the relevant button of the platform participant accepts these Conditions of Participation.

3 Consent to the use and disclosure of personal data

By registering, the participant agrees that his/her personal data – if disclosed to Evonik in the context of an ECE – will be stored by Evonik. The participant's personal data will be collected, processed and used exclusively for the organisation and realisation of the ECE. The confidential treatment of personal data is of particular concern to Evonik. Evonik ensures that the stored personal data is protected from unauthorised access. The personal data will be deleted as soon as the purpose limitation for data processing is no longer given. Participants can contact Evonik at any time to ask questions about their

personal data or to have it corrected, deleted or blocked. The relevant requests can be sent by the participants to the following contact:

Evonik Industries AG, Konzerndatenschutz, Rellinghauser Straße 1–11, 45128 Essen, privacy-policy@evonik.com]

4 Content of ECE-Rules and RfP

ECE-Rules and RfP for each ECE contain more specific rules which shall prevail over these Conditions of Participation in case of any contradictions. In case of any contradiction between the ECE-Rules and the RfP, the ECE-Rules shall prevail. The ECE-Rules may, in particular, contain the following information on the relevant ECE:

4.1 Eligibility of Participants

4.2 Registration and Submission

4.3 Timeschedule and Phases

4.4 Evaluation Criteria

4.5 Award - Beyond the prizes specifically set out in the ECE-Rules, if any, Evonik will neither grant any (further) prizes to the participant, nor will Evonik be liable for any costs incurred for preparing the project proposal.

5 Confidentiality & Intellectual Property

5.1 Confidential Information and Documents

Each participant is hereby kindly requested not to disseminate the RfP as well as any other ECE related documents to any person other than the designated recipients.

Each participant shall keep the project proposals as well as the results of any research activities conducted by the participant during the preparation of the project proposal strictly confidential until the end of the ECE.

5.2 Background Intellectual Property

Where a project proposal is based on or makes use of intellectual property rights (i.e. (i) all secret know-how and expertise including, without limitation, specifications, composition, processes, procedures, instructions, technology and any other technical information which are contained in drawings, photographs, samples, models and other written or electronic documentation, (ii) all industrial property rights, including without limitation patents, utility models and applications thereof and (iii) software and other creation being subject to copyrights (jointly “IP”) which a participant or, as the case may be, its organization owns or controls prior to the commencement of the ECE (“**Background IP**”), this must be clearly notified and referenced in the proposal. It is being noted that in selecting possible research collaborations, Evonik will preferably select proposals not being dependent upon Background IP.

5.3 Intellectual Property in Project Proposals

If and to the extent new IP is created by a participant in the performance of the ECE (“**Foreground IP**”), such Foreground IP shall remain the participant’s property.

Any idea or other IP which belongs to a third party or which is publicly known must be clearly marked as such in the project proposal and reference its source. Any unmarked parts of the project proposal are understood to be the participant’s IP and the participant confirms to be the author thereof.

Each participant shall be responsible for the completeness and accuracy of references to third-party IP and to public knowledge. In case of non-compliance therewith, Evonik is entitled to claim from the participant the refund of any monetary benefit paid from Evonik to such participant as well as to cancel any commitment made in this regard with immediate effect.

For a period of 180 days following the date of the awarding of the best three research project proposals, the participant and Evonik shall upon Evonik's request negotiate in good faith and attempt to reach mutual agreement regarding the terms and conditions of a cooperation with respect to the Foreground IP, including, without limitation, the sale or licensing of such Foreground IP to Evonik ("**Right to First Negotiation**"). During this period, the participant shall not exploit its Foreground IP in any other way or enter into negotiations with third parties and shall not publish the Foreground IP. If during such 180 day period, or any mutually agreed upon extension, (a) Evonik has not exercised the Right to First Negotiation or if (b) the participant and Evonik have not agreed on a cooperation or (c) Evonik declares the negotiation to be terminated, Evonik's right of first negotiation with respect thereto shall terminate and the participant shall be free to exploit or publish its Foreground IP.

Since the project proposals are submitted upon Evonik's initial RfP, the participant acknowledges that similar activity is already in progress at Evonik or at the Evonik Affiliates before the start of an ECE, and the participant also acknowledges that therefore, the submission of a project proposal will not have given rise to commencement of any such existing Evonik activity. Any likeness or similarity between the project proposals and research & development activities within Evonik is purely coincidental.

6 Limitation of Liability

Evonik assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to challenge entries or entry forms; or alteration of entries or entry forms. Evonik is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to Participants or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to any ECE.

Evonik, its legal representatives and persons employed shall only be liable for damages and claims for expenses, irrespective of the legal basis therefore (i) in the event of intentional misconduct or gross negligence (*grobe Fahrlässigkeit*) on Evonik's part, the part of Evonik's legal representatives or persons employed, or (ii) if the breach of Evonik's obligations violates the essence of the contract and the participant relies, and is entitled to rely, on the fulfilment of such obligations (essential obligations). In the event of slight negligence (*einfache Fahrlässigkeit*) in breach of essential obligations, Evonik's liability for damages shall be limited to the foreseeable damage typical for this purpose.

The aforementioned exclusion or limitation of liability shall not apply if and to the extent (a) Evonik is liable for intentional or grossly negligent (*grob fahrlässig*) acts or omissions; (b) there is a mandatory liability of Evonik towards participant according to the Product Liability Law; (c) it concerns claims of participant due to injury to the life, body or health of the participant or its employees; or (d) in other cases of mandatory liability.

7 Disqualification

7.1 Evonik reserves the right, in its sole and absolute discretion, to exclude from the ECE any participant who is allegedly in breach of these Conditions of Participation or of the relevant ECE-Rules or acts in any unfair or disruptive manner. Participants who allegedly use unauthorized aids or otherwise gain advantage for themselves through manipulation will also be excluded. In such case, winning teams can later be disqualified and Evonik will be entitled to require the return of any distributed awards related to the ECE. This also applies to an entire participating team, if one or more of its members act in such way. All such disqualification decisions will be at Evonik's sole and absolute discretion without any remedy or possibility of appeal or recourse on the part of the disqualified person.

7.2 Evonik may exclude and has the right to prosecute any participant who intends to damage any ECE material or information or try to destroy, disrupt or damage or alter the proceedings of the ECE.

7.3 A participants of an ECE is not allowed to directly or indirectly contact any media representatives or journalists regarding any ECE or their proposal, unless such participant has been expressly authorized to do so in writing by Evonik. If any participant gets in touch with the media or journalists without such express written authorization from Evonik, the participants will be disqualified from the ECE with immediate effect.

8 Cancellation

8.1 Evonik reserves the right to cancel or terminate any ECE at any time without prior notice and without any communication of the reasons for such termination.

8.2 Evonik reserves the right to modify the RfP for a relevant ECE even after the start of such ECE if necessary.

8.2 If Evonik decides to cancel or terminate the ECE or to modify the RfP or parts thereof, any liability whatsoever of Evonik towards the participants is expressly excluded.

9 Miscellaneous

9.1 If any provision of these Conditions of Participation is or becomes invalid, illegal and/or unenforceable under any applicable law, such provision shall be fully severable and shall have no adverse effect on the validity, legality and enforceability of the remaining parts or provisions of these Conditions of Participation. The same shall apply in the event that these Conditions of Participation contain any omissions.

9.2 These Conditions of Participation shall be governed by and construed in accordance with the substantive laws of the Federal Republic of Germany without reference to its conflict of laws principles.

9.3 Where the recipient is a merchant, a legal entity under public law or a public fund, any dispute, controversy or claim arising out of or in connection with these Conditions of Participation or the breach, termination or invalidity thereof shall be exclusively referred to the competent courts of Düsseldorf, Germany.

9.4 Notwithstanding the provisions Section 9.4, Evonik shall have the right to seek preliminary and permanent injunctive relief in any court of competent jurisdiction in order to prevent or enjoin any breach or threatened breach of these Conditions of Participation.