

NAUTILUS FIRST ACCESS CHALLENGE TERMS AND CONDITIONS

Nautilus Biotechnology, Inc. (“Company”) has launched the Nautilus First Access Challenge (“Challenge”) as described in greater detail on the Challenge announcement (“Announcement”) on the landing page from which you accessed these terms and conditions (“Challenge Terms”). By enrolling or entering into the Challenge, each entrant or applicant to the Challenge (“Applicant”) is expressly agreeing to be bound by the following Challenge Terms:

1. Eligibility

In order to be selected as a participant in the Challenge (“Participant”), Applicants must meet the following eligibility requirements as well as any additional requirements set forth in the Announcement:

Participants must be engaged full-time in laboratory-based scientific research and must have attained at least the age of majority in their jurisdiction of residence, and in any event, be at least 18 years of age. Employees, officers, directors, agents, representatives and independent contractors of the Company, its subsidiaries or affiliated companies, together with their immediate family members and members of the same households (whether related or not) are not eligible to participate. Employees, officers, agents or directors of companies or institutions for which a member of Company’s management team or Board of Directors exercises any control or decision-making authority are not eligible to participate.

Also ineligible to participate are any persons who are (1) government employees (but not including academic researchers at state universities), (2) from countries subject to United States embargo, (3) on any restricted list of the United States government (including any Denied Persons List, Specially Designated Nationals list, Entity List, Unverified List or any other similar list maintained by the U.S. government identifying restricted individuals), or (4) persons for whom, in Company’s reasonable determination, it would be illegal or against Company policies for Company to interact with and/or provide any award to as contemplated herein.

No purchase is necessary to participate in the Challenge and to be selected as a Participant. Participation in the Challenge is subject to all applicable laws and regulations, and is void where prohibited or where registration, bonding or language translation is required.

2. Entry

Entries to the Challenge must be submitted as set forth in the Announcement. By entering, each Applicant gives Company permission to contact the Applicant regarding their products and services, whether or not the Applicant is selected as a Participant. Each Applicant shall be entitled to make one (1) entry into the Challenge only. In the event that Company deems an Applicant to have made multiple applications to enter or to have acted in bad faith with respect to the Challenge, then Company reserves the right, in its sole discretion, to exclude the Applicant from the Challenge and selection as a Participant. The Company reserves the right to select no more than one (1) Participant per research laboratory.

In entering the Challenge, in addition to such other acknowledgements and agreements set forth elsewhere herein, each Applicant acknowledges and agrees: (1) to be bound by these Challenge Terms and such other terms as may be set forth in the Announcement; (2) that Company shall retain full authority, in its sole discretion, to conduct the Challenge, including but not limited to interpreting and administering these Challenge Terms and any terms set forth in the Announcement; (3) that any dispute with regard to the conduct of the Challenge, rule interpretation or selection of Participants, shall be resolved by the Company in its sole and absolute discretion, whose decision shall be binding and final; and (4) to be bound by all decisions and interpretations made in good faith by the Company.

Each Applicant further expressly represents and warrants that Applicant: (1) has the right to submit their entry to the Challenge, and if selected as a Participant, to participate in the Challenge; (2) is not legally, contractually, or by these Challenge Terms, barred or restricted from making such entry; and (3) will be submitting samples and information in accordance with the Announcement and these Challenge Terms.

3. Selection

Company shall select Participants in the Challenge based upon the information included in their entry, and such selection shall be based, in Company's sole and absolute discretion, upon which entries represent the more meaningful combination of the Applicant's proposed research goals utilizing the Results, the Challenge objectives (as set forth in the Announcement), and demonstration of Company's Platform. Participation is not, and will not be determined by the volume or value of any business or proposed or prospective business between Company and the Applicant or Applicant's company, institution, or any other organization with which the Applicant is affiliated. Company's selection of Participants shall be final and shall not be subject to appeal or requests for reconsideration by Applicant. Selected Applicants will be notified of their selection by the Company at the email address provided in their entry within a reasonable time after their selection or as otherwise provided in the Announcement. In order to become a Participant, Selected Applicants will have three (3) business days in which to respond to Company's notification of their selection. If a selected Applicant fails to respond to the notification of selection by the end of the 3rd day, then their entry shall be cancelled and Company shall select a different Applicant for participation in the Challenge. Company shall have no obligation to notify Applicants who are not selected.

Company may refuse to select an Applicant or may disqualify a Participant if Company determines, in its sole and absolute discretion, that Applicant's (or Participant's, as the case may be) entry or participation in the Challenge would likely result in a violation of an applicable law, rule, or policy of the Company, or Applicant's (or Participant's, as the case may be) company or institution, or would otherwise be contrary to the interests of the Company.

4. Sample Submission, Analysis and Results

Each participant in the Challenge selected by Company shall submit samples in accordance with the Announcement or other instructions provided by Company. Unless otherwise expressly agreed to by Company, Participants shall be solely responsible for the complete preparation and submission (including all shipping and handling costs or expenses) of their samples in accordance with the Announcement instructions and these Challenge Terms.

All samples shall be anonymized prior to submission to the Company by Participant and shall include no personally identifiable information related to the source of any sample or any other information that Participant is required or otherwise wishes or expects to remain confidential. Samples shall be restricted to the type indicated in the Announcement. Applicant acknowledges and agrees that, if selected as a Participant, Company's analysis of any sample(s) submitted under the Challenge may result in the complete destruction of all sample materials submitted, and that Participants will not be entitled to return of any submitted samples or portions thereof. Company reserves the right, in its sole discretion, to refuse to accept any samples that, in Company's determination, may pose a hazard to any Company systems or personnel, or otherwise violate the requirements set for such samples in the Announcement of elsewhere in these Challenge Terms.

Company shall subject participant's samples to analysis as set forth in the Announcement using Company's then available proprietary proteomics analysis platform and systems ("Platform"). However, Participant acknowledges and agrees that as the Platform is experimental in nature, and/or as Participant samples may have unforeseen or unpredictable characteristics or compositions, Company may not be able to complete analysis of such samples, or effectively process the samples using the Platform.

Company shall endeavor to provide the results of Company's the analysis of Participant's samples ("Results") in a report as set forth in the Announcement ("Report"). However, given the experimental nature of the Company Platform, and/or unforeseen or unpredictable characteristics or compositions of Participant Samples, Participant acknowledges and agrees that such Results may not include any useful or meaningful information for Participant related to Participant's samples or otherwise, and/or the Report may state that no Results were obtained and/or obtainable. Company shall endeavor to perform the analysis and provide the Results in a reasonably timely fashion and in accordance with any timeline set forth in the Announcement. However, Company makes no representation or warranty as to the timing for performance of any such analysis or provision of any such Results.

Except as set forth elsewhere herein, Participant shall retain all right, title and interest in and to the Results. Notwithstanding the foregoing, Participant acknowledges and agrees that (1) Participant shall not use or publish any Results for the purpose of publicly comparing Company's Platform performance to performance of any similarly focused analytical technology (e.g., in protein analysis), or to disparage Company or cast the performance of the Platform in a negative light, (2) Company shall have the right to use the Results in Company marketing and promotional information (subject to Participant's advanced review and approval of such use and Company's attribution of such Results to Participant), (3) Company shall have the right to use the Results for Company's own internal use for the development, evaluation, improvement and/or demonstration of the function and/or performance of the Platform.

Participant expressly acknowledges and agrees that the analyses performed by Company and Results provided to participant under the Challenge are for RESEARCH USE ONLY AND NOT FOR USE IN ANY DIAGNOSTIC PROCEDURES.

5. Additional Applicant Acknowledgements and Representations

Applicant understands and agrees that any information, materials and/or ideas that are submitted or otherwise provided to Company, either in submitting an entry for the Challenge or upon being selected as a Participant, will not be returned, and that Company makes no representation or

warranty, and expressly disclaims any obligations with respect to the security or confidentiality thereof.

Applicant acknowledges and agrees, that, with the exception of the provision of services set forth in the Announcement and any reimbursed travel expenses provided by Company as set forth in Section 8 of these Challenge Terms, Participant shall be responsible for any and all costs associated with Participation in the Challenge. Without limiting the foregoing, Participant acknowledges and agrees that Company shall have no obligation to selected Participants and/or their company or institution, for any costs associated with Participant's participation in the Challenge, including without limitation, any and all sample preparation costs, sample shipping and handling costs, overhead, supporting personnel or facilities costs, any other indirect costs, taxes, or any other costs or fees associated with participation in the Challenge, and Participant acknowledges and agrees that Participant shall be solely responsible for all of the foregoing costs.

6. Use of Name and Likeness

Applicant acknowledges and agrees that, if the Applicant is selected as a Participant, the Applicant's name, biographical information, likeness, the name of the Applicant's company or institution, and the project title (excluding further project details) may, without further compensation, be published on one or more Company website(s) and/or social media accounts. By agreeing to participate in the Challenge, each Participant grants to the Company, on behalf of the Participant and Participant's company or institution, the right, at any time and from time to time, to print, publish, broadcast, and use, worldwide and in any media now known or hereafter developed (including, but not limited to, social media, the Internet, and the world wide web), the Participant's name, biographical information (if provided by the Participant), image or likeness, the name of the Participant's company or institution, and the project title.

7. Publication

Company and Participant acknowledge that the objective of the Challenge is for Participant to publish Results that advance Applicant's proposed research goals, meet the Challenge objectives (as set forth in the Announcement), and demonstrate the functionality and usefulness of Company's Platform either through publication in respected scientific journals or presentation at well-regarded scientific conferences. Accordingly, Company and Participant agree to reasonably cooperate in such publication or presentation, including provision of reasonable descriptions of Company Platform and processes employed thereby.

8. Travel Reimbursement

Company may, in its sole and absolute discretion, elect to reimburse Participant for reasonable travel and registration expenses associated with Participant's attendance at highly regarded scientific conferences at which Participant will be presenting their Results. Such expenses shall be as set forth in the Announcement or a separate written agreement between Company and applicable Participants. Participant shall bear sole responsibility for any and all reporting obligations for Participant related to any reimbursed travel expenses provided hereunder, including, but not limited to any and all tax reporting obligations and reporting obligations to Participant's company or institution.

9. Indemnity, Disclaimer and Limitation of Liability

By participating in the Program, Applicant agrees on behalf of themselves and their company or institution to release, discharge, indemnify and hold harmless the Company and its affiliates, subsidiaries, officers, directors, employees, agents and representatives from all liability for any injury, loss or damage, including death or property damage, due in whole or part, directly or indirectly, to the participation in the Challenge, the Results, or any presentation or publication of those Results. Company has not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to participation in the Challenge, any analyses performed by Company under the Challenge, and any Results provided or obtained under the Challenge, including, without limitation, the Results quality or fitness for a particular purpose. COMPANY IS NOT RESPONSIBLE FOR LOST, LATE, STOLEN, INCOMPLETE, ILLEGIBLE, INACCURATE, UNDELIVERED, DELAYED OR MISDIRECTED ENTRIES, OR FOR ANY INTERNET, EMAIL, TELEPHONE, COMPUTER OR OTHER TECHNICAL MALFUNCTIONS OR DELAYS, OR FOR ANY HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSMISSION OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR IF THE CHALLENGE IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF COMPANY. IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF OR IN CONJUNCTION WITH PARTICIPATION IN THE CHALLENGE OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE RESULTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY OF THEM ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. COMPANY'S TOTAL AND CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM SHALL IN NO EVENT EXCEED THE TOTAL VALUE OF THE PRIZE.

10. Miscellaneous

Company reserves the right to modify, suspend, cancel or otherwise terminate the Challenge with or without any advance notice, including, without limitation, in the event of any act, occurrence or reason that it believes would compromise the conduct, legality, administration or integrity of the Challenge. These Challenge Terms, and any other terms set forth in the Announcement, shall be interpreted in accordance with the laws of the State of California, USA, without application of its choice of law principles. Should there be a conflict between the laws of the State of California and any other laws, the conflict will be resolved in favor of the laws of the State of California. If any portion of the Challenge Terms are held to be invalid or unenforceable by a court of competent jurisdiction, the remaining Challenge Terms shall remain valid and enforceable. The failure of the Company to comply with any provision of these official rules due to civil unrest, threat of or actual acts of terrorism or war, embargoes, governmental actions, acts of God, earthquakes, floods, storms, fires, supplier delay, accidents, explosions, pandemics or epidemics, quarantine restrictions, or other such contingencies beyond the control of Company shall not be considered a breach of these Challenge Terms by Company.

Except as set forth herein and in any terms set forth in the Announcement, no other terms, agreements or understandings shall apply as between Applicant (including Applicant's company or institution) and Company with respect to the conduct of the Challenge as provided herein and within the Announcement.