

Pleasure Fund

Terms and Conditions for Research Grants

A. INTRODUCTION

- 1) WOW Tech Europe GmbH (WTE) belongs to Lovehoney Group, the largest sexual wellness group in the world. One of the most well-known brands of WTE is “Womanizer”.
- 2) WTE, under the umbrella of Womanizer, has created the Pleasure Fund. The Pleasure Fund is a commitment of WTE to invest in research on female sexual health, sexual well-being and sexual pleasure (Sexual Medicine) with the aim of the advancement and improvement of public awareness and education in the field as well as the diffusion of knowledge of new and improved methods of teaching and practicing Sexual Medicine.
- 3) In order to achieve these aims WTE supports research projects in the field of Sexual Medicine to advance the basic understanding of human sexual physiology and psychology, to translate fundamental research findings to clinical use, to develop and adopt new medicines, technologies and methods for the treatment of sexual dysfunctions and for the improvement of human sexual health (Research Projects).
- 4) WTE supports Research Projects through research grants (Research Grants).
- 5) The terms and conditions related to the Research Grants are set forth in this document (Terms and Conditions).

B. WHO CAN APPLY FOR THE RESEARCH GRANTS?

- 1) The application shall be jointly made by the principal investigator (PI), his/her lead organization (LO) and its Administrative Authority (AA). There can only be one PI, LO and AA per application.
- 2) The PI must be a certified physician, researcher or doctorate in the field related to Sexual Medicine. The PI must have a contract of employment with the LO for the duration of the Research Project.
- 3) The LO is the institute, department or body in which the Research Project will be carried out.
- 4) The AA is the corporate body of the LO.
- 5) The same PI, LO and AA may submit several applications but will be granted only one Research Grant. Therefore, the research teams within the same LO should consider joint applications where possible.
- 6) The PI will be responsible for the leadership, scientific conduct and overall management of the Research Project.
- 7) The PI shall be WTE’s main point of contact.
- 8) The LO must ensure that the PI and his/her project team are made aware of their responsibilities with respect to the Research Grant and that they observe the Terms and Conditions.

- 9) The LO must ensure that, where applicable, the Research Project is reviewed by a relevant ethics committee. In such case, the application shall attach a copy of the approval of the Research Project by such ethics committee.
- 10) The AA will be responsible and accountable for the correct financial management of the Research Project.
- 11) The term of the Research Project must not exceed 18 months.

C. DATA PROTECTION:

- 1) The application for the Research Grant requires the submission of (i) the name, address, telephone number and email-address of the PI, and (ii) the names of the individuals that will conduct the Research Project, their affiliation, expertise (e.g. publications, role in other ongoing studies) as well as their respective role and responsibility. This information is needed to manage and evaluate the application by WTE and the AB (as defined below) and, in case of award, to provide the Research Grant and to monitor the Research Project with a view to these Terms and Conditions. The legal basis for this data processing is Art. 6 para. 1 lit. b) and f) GDPR.
- 2) Further details as regards the data processing by WTE are set out in the Privacy Policy at wowtech.com/privacy-policy/.

D. RESEARCH GRANT

- 1) The currency of the Research Grant will be EUR.
- 2) The amount of the Research Grant depends on the eligible cost for the respective Research Project as defined hereunder, but is, in any event, limited to EUR 200.000 for a particular Research Project, unless decided otherwise by WTE.
- 3) Unless otherwise agreed by the WT, a Research Grant will be paid to the LO in two installments:
 - a. 50% of the Research Grant will be paid at the start of the Research Project.
 - b. 40% of the Research Grant will be paid three months after the Start Date.
 - c. The remaining 10% will be paid within two weeks after the delivery of the results of the Research Project to WT.

E. ELIGIBLE COSTS:

The following costs may be covered by the Research Grant if directly related to the Research Project:

- 1) Postgraduate research student (e.g. MSc, PhD, MD) stipend
- 2) Part or full salary of research fellow(s) or research assistants directly employed for the Research Project
- 3) Research materials and consumables
- 4) Travel and/or transport expenses
- 5) Animals and their maintenance
- 6) Patient recruitment costs
- 7) Other costs directly incurred by the Research Project (i.e. costs that are explicitly identifiable as arising from the conduct of the Research Project)
- 8) Purchase of equipment not exceeding 10% of the total amount of the Research Grant

F. INELIGIBLE COSTS:

The following costs will not be covered by the Research Grant:

- 1) Indirect costs
- 2) Estate costs
- 3) University tuition fees

- 4) Rent of a laboratory or clinical space
- 5) Part or full salary or time of staff who have permanent contracts
- 6) Time of student supervisors
- 7) Sub-contractor fees
- 8) Consultancy fees
- 9) Membership fees to learned societies including ESSM
- 10) Application fees to ethics committees or regulatory bodies
- 11) Stationary, office costs or secretarial assistance unless directly incurred by the Research Project
- 12) Prescription costs
- 13) Publication costs
- 14) Costs of managing, protecting and exploiting the intellectual property
- 15) Maternity/paternity leave/cover
- 16) Sick leave
- 17) Local taxes
- 18) Employer's contribution to national insurance or pension scheme
- 19) Any indemnity or insurance costs

G. APPLICATION, REVIEW AND AWARD PROCEDURE:

- 1) The invitation to submit applications for the Research Grant is advertised at the Pleasure Fund website.
- 2) Applications can only be made via the application form that can be downloaded from the Pleasure Fund website.
- 3) In the case that the anticipated costs of a Research Project exceed the Research Grant, LO must demonstrate by which sources the missing funding are covered.
- 4) The application must be fully completed and be submitted by the deadline as advertised on the website. Incomplete or late applications will not be accepted.
- 5) All applications require the formal approval of the LO and of the administrative authority (AA) of the LO.
- 6) The application must be signed by the PI, LO and the AA (simple e-signature is sufficient). By their signature, the PI, LO and AA confirm their acceptance of these Terms and Conditions.
- 7) A PDF-copy of the completed and signed application form shall be sent to WTE by e-mail (pleasurefund@womanizer.com). A paper copy will not be accepted.
- 8) WTE reserves the right to reject applications which do not conform to these Terms and Conditions.
- 9) All applications will be reviewed and evaluated by WTE and an Advisory Board (AB). The AB is comprised of leading experts in the field of Sexual Medicine and Sexual Wellness who are selected by the Pleasure Fund subcommittee of WTE.
- 10) The final decision as to whether an application is successful is made by WTE.
- 11) WTE will inform the successful applicants of the award of the Research Grant by email.
- 12) The successful applicant is required to provide WTE with the necessary information to arrange for the transfer of funds to the LO.

H. START/END DATES AND REPORTING:

- 1) The Research Project should start within 6 months after receiving the grant award email.
- 2) The PI shall inform WTE as soon as the first expense incurred in connection with the Research Project (Start Date).

- 3) Unless agreed otherwise, the Research Project shall last at least six calendar months and maximum 18 calendar months following the Start Date (beginning with the first full calendar month after the Start Date) (End Date).
- 4) Any time during the Research Project and subject to applicable data protection law, WTE may request from the PI a status report and any other relevant information about the Research Project. Within four months after the End Date, the PI shall submit to WTE, in writing, a short report summarizing the execution, results, achievements and publications of the Research Project as well as a list of all expenses incurred. Upon request by WTE, the PI shall document and proof such expenses. Within further three months following the submittal of the report, the PI and the LO shall remain available to WTE to answer questions resulting from the report, in writing as may be requested by WTE.
- 5) WTE may request the repayment of any amount of the Research Grant not spent after the End Date.

I. RESPONSIBILITIES OF THE PI AND LO:

- 1) The LO and the AA must
 - a. ensure that the Research Project is carried out in accordance with all applicable ethical, legal and regulatory requirements including without limitation any data protection law and with adequate insurance coverage as may be necessary;
 - b. inform WTE of any other public funding applied for or awarded against the eligible costs covered by the Research Grant;
 - c. ensure that the Research Grant is spent economically, solely for the Research Project and in a way that is consistent with the purpose and conditions set out in the application;
 - d. inform WTE about any significant delay of, or change in or for, the Research Project as soon as this delay or change can be foreseen; for the avoidance of doubt, the suspension or premature termination of the Research Project shall be deemed such significant change;
- 2) The LO and AA are expected to ensure that equality, diversity and inclusion is considered and supported at all stages throughout the performance of the Research Project.

J. PUBLICATIONS AND ACKNOWLEDGEMENTS:

- 1) The PI and the LO shall use best efforts to publish the results of the Research Project.
- 2) All oral and written presentations, theses and other publications referring to the Research Project must include an acknowledgement of the support by WT, using substantially the following phrase: ***“This research project was partly/fully funded by the Pleasure Fund by Womanizer”***. A reprint of such presentations, theses or publications must be sent to WTE within two months following publication.
- 3) Upon invitation by WTE, the PI and his/her team members as well as representatives of the LO shall present the Research Project during a PR or marketing event.
- 4) At any time (including without limitation after the expiry or termination of these Terms and Conditions, the Research Project, the Research Grant and/or the “Pleasure Fund Campaign”), WTE may, in its outer communication (including without limitation marketing- and PR-related communication) publish and/or refer to
 - a. The subject matter of the Research Project, its term and its results,
 - b. The PI, his/her team members, the LO and the AA and their respective role within the Research Project, and
 - c. the amount of the Research Grant and the fact that it was granted by WTE in

connection with its "Pleasure Fund Campaign.

To that goal, and insofar as it is legally necessary, WTE and its affiliated companies are granted a perpetual, irrevocable, global, non-exclusive, royalty-free, sublicensable and transferrable license.

K. INTELLECTUAL PROPERTY:

- 1) The LO and the AA shall make every reasonable effort to ensure that the discoveries and intellectual assets obtained in the course of the Research Project, whether protected by intellectual property rights or not, are used to the public benefit. Research outcomes should be disseminated to both, research and public audiences – for example to inform potential users and beneficiaries of the research.
- 2) Unless agreed otherwise, all intellectual property and exploitation proceeds belong to the party that generates them.

L. LIABILITY, TERMINATION AND STATUS:

- 1) WTE accepts no liability, financial or otherwise, for expenditure or liability arising from the Research Project or any default by the PI, his/her team members, the LO, its employees and the AA.
- 2) WTE may request the repayment of the any payments made by WTE if the PI, any of his/her team members, the LO or any its employees or the AA violates any provision of these Terms and Conditions (including without limitation any reporting obligation).
- 3) WTE reserves the right to terminate the Research Grant (i) if any statement made in the application is or becomes false or inaccurate, (ii) if circumstances change that were decisive for the decision to grant the Research Grant, (iii) if the objective of the Research Study cannot be achieved, cannot be achieved with the available funds or is achieved by a third party, (iv) if the Research Project is not completed by the End Date, or (v) in case of a material breach by the PI, his/her teams members, the LO, its employees or the AA of these Terms and Conditions. The termination shall be in writing (simple e-signature is sufficient). In case of a termination, WTE may request the repayment of the Research Grant to the extent not spent. If the termination event was not due to a default by the PI, any of his/her team members, the LO, any of its employees or the AA, the LO may keep such amount necessary to cover for unavoidable costs incurred prior to the notice of termination by WTE.
- 4) The Terms and Conditions shall be governed by the laws of Germany excluding conflict of law rules. Any dispute arising in connection with the Research Grant or these Terms and Conditions shall be of the exclusive jurisdiction of Berlin.
- 5) If any provision of these Terms and Conditions is found by a court or other legitimate body to be illegal or invalid, it will not affect the remaining Terms and Conditions which shall continue in force.