Blueprint x TOC: Colors of SM Participation Agreement

BACKGROUND INFORMATION:

Welcome to the Colors of SM: Expressions of Life with Systemic Mastocytosis program. Colors of SM is a systemic mastocytosis-specific art program developed in partnership between Blueprint Medicines and Twist Out Cancer (TOC). The program is aimed at raising awareness of the experiences of those who are living with systemic mastocytosis, which is a rare disease that can potentially bring an unpredictable range of debilitating and severe symptoms. The experience also provides psycho-social support to those touched by systemic mastocytosis to improve the quality of life through a unique art experience.

This program strategically matches artists with those affected by this diagnosis to create unique pieces of artwork reflective of their journey. Over a period of 6 months, selected pairs will connect in person, via zoom, on the phone or by email. Their relationships are guided and supported by Twist Out Cancer staff and program mentors to create a support system for both the artist and the subject. The program finishes on a high note with an art exhibition and celebration where the artwork and stories are revealed and celebrated. Blueprint Medicine and Twist Out Cancer are honored to have partnered to bring this program to life.

Please read the following statement carefully and type your first and last name on the line below to acknowledge that you understand these expectations: "The COSM Blueprint program is designed to cultivate a connection between the artist and inspiration (with support from the program mentors, staff, and the TOC community as a whole). The art is a tangible product of that connection and intended to illustrate a part of their specific experience - either a moment or as a whole. Willingness to share is required of both the artist and the inspiration. The artist is charged with listening and extracting elements from the inspiration's experience to integrate into the art. The inspiration is not encouraged to direct or dictate the composition of the artwork. It is an exchange of trust that can generate unexpected interactions and meaningful connections." Type your full legal name below to agree that you acknowledge this statement.

We ask that all program participants, mentors, and volunteers are aware of - and avoid imposing - their own values, attitudes, beliefs, and behaviors (religious, political, or otherwise) onto others in the program and commit to respecting others in the program. Click "I Understand" to acknowledge this requirement.

The Colors of Systemic Mastocytosis experience is meant to provide healing, self-reflection, and an opportunity to build meaningful

relationships no matter what stage of survivorship an inspiration may be in. As they share their story, create new meaning, and relive memories that at times may be painful – it is normal to experience a range of emotions that can include negative emotions like sadness, grief, anxiety, or confusion.

Like all emotions, it is healthy to acknowledge and process through them and take steps to cope with them. Doing so helps to build resilience. Everyone copes differently: Some people go inward and find that journaling, creating art, taking a quiet walk in nature, listening to music, etc. are helpful. While other people need to reach outside themselves to talk with a friend or family member, engage in a fun new activity, take an exercise class, join a support group (online or in-person), etc. to feel balanced again.

Sometimes, however, negative emotions may persist or old unresolved issues may surface again that need the help of a professional to successfully work through. If an inspiration finds themselves needing additional support, or an artist or mentor becomes concerned about their inspiration's mental health, please reach out our Clinical Director, Ana Gordon at ana@twistoutcancer.org. She is a Clinical Licensed Oncology Social Worker with a decade of experience in mental health and oncology. While the scope of Twist Out Cancer's programming does not provide individualized clinical support like psychotherapy, the Clinical Director can help to connect a participant with mental health resources in their community.

As a participant of the COSM program, I agree to support the mission of the program and Twist Out Cancer's mission. I agree to meet the following expectations regarding my duties and responsibilities:

- 1. To connect at least 6 times with my respective artist or inspiration by phone, Facetime, Zoom or in person.
- 2. To participate in at least one virtual (online) peer-to-peer group Twistshop with the other program participants.
- 3. To participate in a group orientation call with all program participants via Zoom conferencing.
- 4. To provide the program team with the names and emails of 5 friends, family members or co-workers that we may invite to the art exhibition.
- 5. To share the program and promote the exhibition to family, friends and co-workers and encourage them to join me.

6. To understand that it is not the responsibility of the inspiration to direct or dictate the style or composition of the art that will be created, as per the statement below (and previously stated).

The program is designed to cultivate a connection between the artist and inspiration (with support from the program mentors, staff, and the TOC community as a whole). The art is a tangible product of that connection and intended to illustrate a part of their specific experience - either a moment or as a whole. Willingness to share is required of both the artist and the inspiration. The artist is charged with listening and extracting elements from the inspiration's experience to integrate into the art. The inspiration is not encouraged to direct or dictate the composition of the art work. It is an exchange of trust that can generate unexpected interactions and meaningful connections.

This DONATION AGREEMENT (the "Agreement") is entered into by and between the Artist as identified above on February 18, 2025 (the "Effective Date") and Blueprint Medicines for the donation of the artwork described in Exhibit A (the "Artwork") attached hereto and made part of this Agreement as fully set forth herein, subject to the terms and conditions herein.

In consideration of the covenants and promises set forth, the receipt and sufficiency of which is acknowledged by Artist the parties agree as follows:

1. Donation and Use of Artwork

- a. Artist agrees to donate and transfer all ownership right, title, and interest in its Artwork produced in connection with the Program to Blueprint Medicines. Title and ownership of the Artwork is transferred to Blueprint Medicines upon program completion. For the avoidance of doubt, any Artwork developed or generated during the course of the Program and all related intellectual property rights shall be the sole and exclusive property of Blueprint Medicines. Credit to Artist will be included in any public display of the Artwork.
- b. Artist will be granted a perpetual, non-revocable, non-exclusive, world-wide, royalty-free, fully-paid up license to their Artwork to include a

copy of the Artwork as part of their portfolio resume. Artist agrees to not sell or commercialize the Artwork or derivative works.

- c. Warranty. The Artist hereby warrants that they/he/she/xe created the Artwork as an original creation. The Artwork does not violate the rights of any third party, and Blueprint's use of the Artwork will not violate, misappropriate or infringe the intellectual property rights of any third party. Artist will not assign or grant any rights or licenses in or to the Artwork to any third parties.
- d. Throughout the duration of the Program and following the Program, Blueprint may (a) publicly display the Artwork from the Program; (b) make, use, and publicly display the Artwork to publicize and promote the Program and future use of the Program; (c) make, use, publicly display and post online photographs, electronic reproductions, and derivative works of the Artwork to publicize and promote the Program and future use of the Program.

2. Artwork

Dimensions. The Artwork is suggested to be at least 18" x 24" and shall not exceed 3ft (L) X 1ft (W) X 4ft (H). Using overweight materials is highly discouraged as it can negatively affect moving, displaying and shipping the pieces. Acceptable Artwork may include drawings, paintings, fashion, sculpture, canvas art, videos and more. If you have a question about your medium, please contact us. Art should be ready to hang (if applicable). Glass inserts are discouraged for framed pieces as they are fragile and challenging to transport and ship. A high resolution, digital photograph of the work is to be provided no later than September 19, 2025.

- 3. Transportation of the Artwork.
- a. Delivery. Artwork must be delivered by October 3, 2025, to Blueprint Headquarters in Cambridge, MA, specific information will be made available at a later date, and shall be deemed delivered when acknowledged and accepted with a receipt signed by a person, over the age of eighteen (18) at that address at the time of delivery ("Delivery"). Instructions will be provided for management of Delivery.
- b. Costs. All packing and shipping charges, insurance costs, and other expenses associated with the Delivery shall be the responsibility of the Blueprint Medicines. Details on how to bill Blueprint for shipping costs will be sent to Artists at a later date.

- 4. Miscellaneous.
- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all written or oral agreements previously existing between the parties pertaining thereto. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties.
- b. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts or events beyond its control, whether foreseeable or not, including, but not limited to, acts of nature, pandemics or epidemics, governmental actions, fire, civil disturbances, transportation problems, interruptions of power, supply, or communications, or natural disasters.
- c. Severability. In the event that any portion of this Agreement is adjudged by a court of competent jurisdiction to be void or unenforceable, and modifying, eliminating or limiting such portion would make it valid, then the Agreement shall be deemed to be construed as so modified or limited to the minimum extent required to be valid and enforceable.
- d. Headings; Wording; Interpretation. The headings in this Agreement are for convenience purposes only and shall not be used in the interpretation of this Agreement.
- e. Relationship of the Parties. It is expressly understood that Artist and Blueprint Medicines are independent contractors of one another, and nothing herein shall be construed to create any joint venture, collaboration, partnership, or principal-agent relationship between the parties. Neither party has the authority to bind the other or otherwise act as a representative of the other, unless such authority is expressly provided in a writing signed by both parties.
- f. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Massachusetts without application of any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. All disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Massachusetts.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. Any counterpart signature transmitted by facsimile, email, or similar electronic transmission shall be deemed an original signature.

Intending to be legally bound, the parties have executed this Agreement as of the Effective Date set forth above.