

Application Rules for the Program

Application rules (hereinafter referred to as “Rules”) will provide for the matters to be observed when participating in the program (hereinafter referred to as “Program”) that NineSigma Holdings, Inc. (hereinafter referred to as “NineSigma”) operates based on entrustment from NOF CORPORATION (hereinafter referred to as “NOF”). By applying to this Program, you will be deemed to have agreed to these Rules and application guidelines. Please complete an application by filling out the necessary information on the application form after confirming these Rules.

<Target Program>

Program Name: NOF Corp. Open Innovation Program

<https://ninesigma.co.jp/contest-2023-NOF/en>

Application Period: From October 2, 2023 to November 30, 2023

Project Organizer: NOF CORPORATION

Project Entrustee: NineSigma Holdings, Inc.

1. Definition

- (1) “Applicants” mean legal entities or individuals that have agreed to these Rules and applied to this Program.
- (2) “Ideas” mean any and all submissions that the Applicants devised/created in this Program (in any form of media, including but not limited to technical details, documents, sketches, drawings, 3D data, CG data, photos, sounds, videos, software, prototyped hardware, and contents of presentations in this Program), which are submitted during the implementation period of this Program.
- (3) “Team Member Candidates” mean individual candidates that examine the feasibility of the Ideas of the Applicants in this Program and realize the commercialization of the Ideas jointly with the Applicants.

2. Purpose of this Program

The purpose of this Program is to realize NOF’s vision by making public invitations of technology to technology start-up companies with superior technology and Ideas for materials in the medicine/medical equipment field as well as to researchers in promising universities/research institutes with technology that they desire to apply to society, conduct research and development through cooperative creation, and provide an opportunity for future commercialization. However, NOF and NineSigma will have no obligation to examine the commercialization of all the Ideas, nor the obligation

to commercialize all the Ideas of the Applicants in this Program.

3. Commercialization of Ideas

- (1) The Applicant, upon request of the commercialization from NOF, will respond to the matters requested by NOF, such as the granting of the licenses necessary for the commercialization of Ideas and the disclosure of the necessary Ideas, in good faith.
- (2) The Applicant and NOF will, in the case of the commercialization of Ideas, separately enter into contracts regarding the necessary licenses to use, licensing, demonstration of experiments, and development.
- (3) Even if NineSigma provides consulting services to promote the commercialization of Ideas, NineSigma will neither subjectively perform demonstration of experiments nor perform development for commercialization.
- (4) NOF and NineSigma will not guarantee the realization of the commercialization of Ideas. In addition, they will not respond to any inquiries for reasons, etc. for the results of each examination/selection.

4. Advertising

NOF and NineSigma may post the outline of Ideas and images of this Program (documentary photos/videos) on websites (including SNS), including advertising and promotional materials, such as flyers and pamphlets, for the purpose of advertising and research. However, if they receive a prior request for discussion from the Applicant who has the rights of the outline of the Ideas and photos, etc. that constitute the advertising and promotional materials, they will discuss the contents of the posting with such Applicant.

5. Confidentiality Obligation and Handling of Confidential Ideas

- (1) The Ideas received will be used only for the purpose of implementing this Program (including advertising and promotion).
- (2) The Ideas provided in the application for implementing this Program will not be used by any third party other than NOF, NineSigma, external examiners, and the Team Member Candidates (hereinafter referred to as "NOF and NineSigma, etc.") without prior approval of the Applicants.
- (3) The Ideas received will not be used for any purposes other than the following:
(However, except in the case where provision is required by the laws and regulations, etc.)

1. For the examination/selection of the Applicants;
 2. For administrative notices, sending materials and effect analysis, etc. after adoption;
 3. For the creation of statistical data that are processed into the form by which the Applicants cannot be identified/specified by statistically aggregating /analyzing the Ideas;
 4. For the provision of support information from NOF and NineSigma, etc.;
 5. For the advertising/promotion of this Program.
- (4) The Applicants understand that the contents which were applied and the related Ideas will be treated by NOF and NineSigma, etc. only for the purposes specified in each item of the preceding paragraph, and understand and agree that they will disclose only the Ideas that they have determined can be disclosed to NOF and NineSigma, etc. since the confidentiality agreement is not concluded.
- (5) If unknown Ideas without acquisition of right are disclosed to NOF and NineSigma, etc., there is a possibility that they will receive Ideas which include similar or equivalent contents from multiple Applicants, including a possibility that a research which is similar or equivalent to the contents of the Ideas is progressing in NOF and NineSigma, etc. Therefore, if NOF and NineSigma, etc. received Ideas from the Applicants that include unknown Ideas, NOF or NineSigma will not be responsible for the attribution of the originality relating to the contents as well as the protection of intellectual property rights. The Applicants must choose either of the following:
1. Prior to the application, make the unknown Ideas deemed publicly known through a contribution of theses, etc., or apply for a patent;
 2. Limit the contents described in the Ideas, and describe in a range where the unknown Ideas are not included;
 3. Even in the case that there is a possibility that the unknown Ideas are included in the Ideas, do not request NOF and NineSigma, etc. to confirm the attribution of the originality and protect intellectual property rights.

In consideration of the content of this Program, method 1 is deemed to be most desirable.

In addition, in the interview examination, a confidentiality agreement may be concluded if the Applicant particularly requests it.

(6) In applying for this Program, the Ideas submitted to NOF and NineSigma, etc. will not be returned.

6. Handling of Personal Information

(1) Personal information registered when applying for this Program will be acquired and managed by NOF. For the handling of personal information by NOF, please review the provided “Privacy Policy” (<http://www.nof.co.jp/legal/privacy.html>).

(2) The Applicants agree in advance that their personal information will be provided in the form specified below.

Occasion of provision	Recipients	Items to be provided	Purpose of use of recipients' third parties
Application for this Program	<ul style="list-style-type: none"> - NOF - NineSigma 	<ul style="list-style-type: none"> - Company or organization - Affiliation - Name - E-mail address - Phone number - Business description - Ideas and other contents registered on the application screen of this Program 	<ul style="list-style-type: none"> - To confirm and examine the Applicants in the application for this Program - To notify messages to the Applicants and contact the Applicants to the extent necessary for this Program

(3) If the Applicant's Ideas are commercialized by NOF as a result of this Program, the acquisition and handling of the personal Ideas of the Applicant necessary for such commercialization will be specified in the contract, etc. and concluded between NOF and the Applicant. NineSigma will not be involved with the contents of such contract, etc.

7. Compliance with Regulations/Instructions, etc.

(1) The Applicants will comply with these Rules when applying for this Program, and follow the instructions, etc. given by NOF and

NineSigma during this Program.

- (2) If the Applicant fails to follow the instructions, etc. or conducts any act that causes trouble to other Applicants, which is deemed to affect the operation of this Program, NOF or NineSigma may prevent such Applicant from participating in this Program. Even if this causes damage or disadvantage, etc. to the Applicant, etc., NOF and NineSigma will assume no liability.
- (3) The Applicants warrant that the Ideas provided when applying for this Program will not infringe a third Party's rights.
- (4) Unless otherwise provided in the laws, NOF and NineSigma will assume no liability for any damage or disadvantage, etc. incurred by the Applicant as a result of the Applicant's application or participation in this Program, regardless of the reasons behind such application or participation.

8. Public Disclosure of Contents, etc. of this Program by the Applicants

The Applicants may, except for the contents of this Program and the materials for provision of the Ideas by NineSigma, post only that this Program is being conducted on websites (including SNS), and on advertising and promotional materials such as flyers and pamphlets, for the advertising and promotion of this Program. The Applicants may not disclose to any third party, the contents of this Program (examinations), the contents and results of examinations/selections, as well as materials provided by NOF and NineSigma, etc.

9. Liability

- (1) If the Applicant suffers damage as a result of applying for or participating in this Program, and such damage (limited to direct and ordinary damage, and not including attorney's fees) is caused by NOF or NineSigma's intention or gross negligence, NOF or NineSigma will make compensation for such damage. NOF or NineSigma will not assume any liabilities other than those specified in this paragraph.
- (2) If the Applicant causes damage to NOF or NineSigma as a result of applying for or participating in this Program, the Applicant will make compensation for such damage. In addition, if any claim/dispute arises between the Applicant and a third party as a result of the Applicant's violation of these Rules, the Applicant will deal with/settle such claim/dispute with such third party and will not cause trouble to or

make a claim for damages, etc. against NOF and NineSigma.

10. Good Faith Consultation

Any question relating to interpretation of these Rules will be settled in good faith upon consultation between NOF, NineSigma, and the Applicant.

11. Governing Laws and Jurisdiction

These Rules will be governed by the laws of Japan. Any dispute arising between the Applicant and NOF or NineSigma will be subject to the exclusive agreement jurisdiction of the Tokyo District Court as the court of first instance.

Established/Enforced on 9/1/2023

NOF Corp. Open Innovation Program- Application Outline

1. Purpose

NOF will conduct commissioned (or joint) research with universities, research institutes, or startups on the research themes presented by us through a contest. We will actively utilize the results obtained from the research.

2. Expected applicants

Applicant organizations are researchers and businesses affiliated with public and private universities, research institutes, technology startups, etc.. In the case of a team of several researchers or businesses, the representative should apply first.

3. Publicly solicited themes

THEME 01 Materials for regenerative medicine, cell therapy, and gene therapy

- Materials and technologies with low toxicity, biocompatibility, and targeted delivery
 - For high gene delivery efficiency and high tissue specificity
 - For high-yield cell isolation and purification
 - For 3D cell culture

THEME 02 In vitro diagnostic materials

- Materials and technologies that can significantly improve detection sensitivity and reduce inspection time
 - For improving detection sensitivity and precision
 - For speeding up testing and diagnosis
 - For Stabilizing diagnosis markers, antibodies, etc.

THEME 03 Materials for pharmaceuticals (small molecules, peptides, nucleic acids, biotechnology, etc.)

- Materials and technologies that can contribute to the development of next-generation drugs, such as highly tissue-selective drug delivery and novel drug modification technologies.
 - For providing tissue specificity or drug absorption property in the body
 - For novel vaccine adjuvants

THEME 04 Materials for medical devices

- Materials and technologies to meet next-generation technology needs in the

medical device field

- For high-performance wound healing
- For high safety, high biodegradability, and high biocompatibility

Other materials for the medical field

- Materials and technologies for other medical fields (reproductive medicine, dentistry, oral medicine, ophthalmology, etc.)

4. Period of commissioned (or joint) research

In the case of commissioned research, the research period is expected to start in April 2024 and continue for one year. In the case of a joint development contract or a license agreement, we will discuss and set the necessary period on a case-by-case basis.

5. Funding for research

We expect research and PoC expenses to be in the range of several million yen to several tens of millions of yen per research project, but we will discuss this on a case-by-case basis depending on the nature of the proposed research. Depending on the research results, we are prepared to continue the research in the following year or later.

6. How to apply

Please click the “Apply for the program” button to fill out the required fields in the application. You may also attach references such as a slide deck of company introductions and technical features related to your application, or papers, if necessary. Please do not include any confidential information in your application.

7. Examination and selection

Proposals will be evaluated by a group from experts in NineSigma and us, headed by the General Manager of Corporate R&D Div. Research Planning Dept.. After examining the proposal documents, we will request an interview with the candidate who submitted the promising proposal. If a NDA is required for the interview, the interview will be conducted after the NDA is signed. The selection is determined when we and the proposer agree on the implementation of the commissioned (joint) research in an interview and conclude a contract.

8. Examination criteria

Proposals will be evaluated based on the following criteria:

- Outline and performance of the proposed seeds and technology (superiority

over existing technology and uniqueness of functionalities)

- Level of technological perfection and expectations for commercialization
- Potential for application in a wide range of fields, not just in one particular field

The applicant's past performance in the relevant research field is not necessarily a requirement for selection; rather, emphasis will be placed on the proposed technology, the applicant's research motivation and enthusiasm, and the applicant's future potential.

9. Confidentiality of application

The personal information registered at the time of application for this program will be obtained and managed by us. For the handling of personal information by us, please refer to the "Privacy Policy" (<https://www.nof.co.jp/english/privacy-policy>).

The information you provide in your proposal will be handled internally for examination only. However, we will not sign a nondisclosure agreement with you, so please only disclose information that you can share with us. Also, please read the application terms and conditions of the program for our policy regarding the disclosure of non-public, non-proprietary technical information.

10. Announcement of selected candidate(s)

After document examination, applicants will be notified of the review results via e-mail.

11. Signing of contract (joint) research agreement

Prior to the start of the research, a contract (joint) research agreement will be concluded between our company and the university, research institution or start-up to which the selected applicant belongs. In principle, our template for the contract will be used, but in some cases, it is possible to use a template owned by each organization.

12. Attribution of deliverables

The handling of intellectual property rights obtained because of the research and research equipment acquired will be agreed upon in the contract.

13. Publication of selected candidate(s)

After the contract for commissioned (or joint) research is signed, we will announce the results of the selection on our Web site if the applicant and the university, research institution, or company to which the applicant belongs agree.

14. Research evaluation

Progress meetings will be held at an appropriate frequency, and a report on the results will be prepared at the end of the term.

15. Application acceptance schedule and examination scheme

Start of application acceptance	October 2, 2023
Joint Online Explanation Meetings	Oct 24th, 10:00 a.m. PST (1:00 p.m. EST) Oct 24th, 9:00 a.m. UTC+1
End of the application period	November 30, 2023
Document examination	Early January 2024
Interviews	Late January–February 2024
Announcement of the selected candidate(s)	End of March 2024

16. Contact

NineSigma Holdings Inc. Emails: phd2@ninesigma.com

NOF CORPORATION

Corporate R&D Div. Research Planning Dept.: Yoichiro Sawada
20-3, Ebisu 4-chome, Shibuya-ku, Tokyo 150-6012, Japan
Tel: +81-3-5424-6776

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