

Contest Rules - The Stem Cell Spaceshot Grant
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Article 1 - Organization

TREEFROG THERAPEUTICS, a french société par actions simplifiée, located 30 AV GUSTAVE EIFFEL, 33600 PESSAC, registered with the Trade and Companies Register of Bordeaux, under the number 844 370 320, duly represented by M Frederic DESDOUITS (hereinafter the "Organizer") is organizing a contest (hereinafter the "Contest") called "Stem Cell SpaceShot Grant".

Article 2 – Purpose of the Contest

The purpose of the Contest is to support bold scientists willing to explore uncharted territories for a research project (hereinafter the "Project") in the field of stem cell biology (hereinafter the "Scope").

The following topics will be included in the Scope:

1. Progressing stem cell culture and cell therapy products through biomimetic strategies
2. Upgrading stem cell-products and manufacturing processes using new technologies and scientific approaches
3. Improving the quality control and safety profile of stem cells and stem cell-derived transplants
4. Enhancing the engraftment, integration and long-term survival of stem-cell derived transplants

The winner of the Contest (hereinafter the "Winner") shall be offered the possibility to pursue his/her Project in his/her host public research institution (hereinafter the "Laboratory") and said Laboratory shall receive, to this end, a financial Award as defined in Article 7.

Article 3: Terms of Participation

3.1. The Contest is open to any PhD graduates, PhD students, MD and PharmD willing to perform research work in an academic institution within the Scope mentioned in Article 2 (hereinafter the "Applicant").

Only one Application can be submitted per Project, even if said Project is supported by several Applicants. In this case the Application must be filed by a single Applicant.

3.2. Participation is free of charge.

3.3. In accordance with the rules set forth in Article 4 hereinafter, the Applicant must submit a complete application sheet (hereinafter the "Application"). All incomplete Application will be rejected.

3.4. The Applicant acknowledges that the selection of his/her Application and the awarding of the Award are contingent on adherence to all the terms of these Contest Rules. If the Application violates the rights of third parties, especially intellectual property rights, or if the entity with which the Laboratory is affiliated does not agree to the intellectual property rules as described in Article 8, the Winner and his/her Laboratory may not receive the awarding amount.

Article 4: Means of Participation

Participation to the Contest takes place only over the internet from May 1st to June 30th 2022, at 6 pm Paris time) via the dedicated Contest website (<https://treefrog.fr/stem-cell-spaceshot-grant/>) (hereinafter the "Website")

Each Applicant must complete in English the "Application Form Stem Cell SpaceShot Grant" accessible on the Website, which requires the upload of a single-page description of the Project, a graphical abstract and an email. These three elements together constitute the Application.

An email address is available for Applicants who encounter any IT difficulties: spaceshot@treefrog.fr.

Article 5: Criteria and Means of Selection

5.1. Selection Committee

Based on the Applications received, an internal selection committee (hereinafter the "Committee"), chaired by Maxime Feyeux, PhD, Chief Scientific Officer of TreeFrog Therapeutics, and comprising employees of the Organizer, shall select ten Applications to be presented to the jury.

5.2. Jury

The Contest jury ((hereinafter the "Jury") is chaired by Maxime Feyeux and other members:

- Peter Andrews
- Lakshminarayanan Mahadevan
- Marta Shahbazi
- Justin Eyquem
- Shin Kawamata
- Pierre Nassoy

In the event that one or more members of the jury change, the organizer will inform the applicants by any means, such as by publishing the new jury on the Website.

The Jury:

- shall determine the Winner among the Applications selected
- shall draw up a ranked list of the best Applications to replace any Winner who declines the first place and/or the Award.

In case of a tie in the vote concerning the determination of the Winner and/or the ranked list of the best Applications, the chairman of the Jury shall have a casting vote.

The Applicants and Winner shall be notified of the Application that wins the Contest.

5.3. Selection Criteria

The following assessment criteria shall be considered for the pre-selection of the Applications and selection of the Winner of the Contest:

- **Audacity**
- **Potential therapeutic impact**

Nevertheless, it is stipulated that these criteria are given for informational purposes and that no claim may be made to contest the decision of the Committee and/or the Jury on these grounds. The decisions of the Committee and those of the Jury are absolute.

Article 6: Timeline

The application form will be open from May 1st to June 30th 2022. Any Applications submitted after this deadline shall be excluded from consideration.

The ten nominees among the Applicants (hereinafter "Nominees") selected by the Committee to be presented to the Jury in application of Article 5, will be announced on July 19th 2022.

Virtual interviews of the Nominees with the Jury will take place in September 2022.

The Winner will be announced in October 2022. The announcement of the Winner corresponds to the end of the Contest (hereinafter "the End of the Contest").

The Winner will have 6 months to indicate the Laboratory that will receive the Award and in which research will be conducted.

Article 7: Contest Award

The Organizer shall allocate a financial Award (hereinafter the "Award") to the Laboratory.

7.1. Award and Terms of Payment

The Award, which is intended to continue or assist in the completion of the work described in the Application, shall not exceed one hundred thousand Dollars (\$100,000) and shall be used to fund some of the Laboratory's salary, equipment and operating expenses incurred by the Winner's Project for a period of twelve (12) to twenty-four (24) months.

The Award shall be paid according to the following timetable:

- Half of the funds (\$50,000) will be provided within one month after the signature of the Contract as defined in Article 7.2.;
- Half of the funds (\$50,000) will be provided after a one-year data cut-off presentation to the Jury.

The Winner may not use funds provided under this Award for any purpose other than the Project and may not use the Award funds to reimburse any expenses incurred prior to the beginning of the Contest.

7.2. Conditions of Award Disbursement

The conditions for awarding and using the Award shall be set forth in a research collaboration contract (hereinafter the "Contract") to be signed by the Organizer and the institution (legal entity) with which the Laboratory is affiliated (hereinafter the "Parties").

The Contract shall define the handling of the intellectual property relating to the results obtained, in accordance with the principles defined in Article 8.

Contract negotiations between the Parties must be finalized within a period of six (6) months starting from the End of the Contest.

In the event of disagreement between the Parties during contract negotiations, the Award shall be reassigned to the next highest ranked Application in the ranking determined by the Jury.

Article 8: Intellectual Property

8.1. Each Applicant represents and warrants that all permissions, if any are required, have been granted prior to submission of the entry and that Applicant may legally grant all licenses and permissions contained within these Contest Rules to the Organizer.

To the maximum extent permitted by law, each Applicant agrees to defend, indemnify and hold harmless the Organizer from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from:

- (i) any content, work or material submitted or otherwise provided to the Organizer by the Applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy;
- (ii) any misrepresentation made by the Applicant in connection with the Contest;
- (iii) any non-compliance by the Applicant with these Contest Rules;
- (iv) claims brought by persons or entities other than the parties to these Contest Rules arising from or related to the Applicant's involvement with the Contest;
- (v) any error in the collection, processing, or retention of entry information; or
- (vi) any typographical or other error in the printing, offering or announcement of the Award or Winners.

8.2. The Organizer shall not claim any industrial property rights obtained by the Laboratory without the Organizer during the execution of the Project.

The Winner and the Laboratory shall present to the Organizer results obtained during the execution of the Project before public disclosure in order to explore potential collaboration opportunities.

Article 9: Confidentiality

9.1. All information provided by the Applicants in their Application shall be handled as confidential by the Organizer, including Committee members and Jury members.

Article 10: Personal Data Protection

The personal data (hereinafter "Data") submitted by the Applicants for the processing of their Application shall be electronically processed, recorded and used by the Organizer for the needs of their participation to the Contest, their selection by the Committee and Jury and the awarding of the Award.

The Data submitted by the Applicants to the Organizer is intended to enable the processing of their participation to the Contest under the terms of these Contest Rules.

The Data shall be retained after the End of the Contest for a necessary period of five (5) years. At the end of this period, the Data will be deleted from active databases and if applicable, archived for a

period not exceeding the applicable legal prescribed periods or applicable archiving obligations. At the end of these periods, the Data will be destroyed.

In accordance with the French Law on Information Technology and Civil Liberties of January 6, 1978 on data protection and with the General Data Protection Regulation number 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), Applicants have the right to access, object to, rectify and erase all data relating to them.

Any requests of this nature must be sent by email to: spaceshot@treefrog.fr or mailed to the following address: TreeFrog Therapeutics, 30 avenue Gustave Eiffel, 33600 Pessac, France.

Article 11: Award Promotion and Authorization to Use Personal Image

11.1. Each Applicant agrees, in the event that he/she is designated as a Winner, that the Organizer, or any other person designated by the Organizer, may photograph, film or record him/her and use his/her image, voice and words (interview) to promote the Contest, its activities or in the context of any internal or external communication in France or abroad. This use may not give rise to any compensation, remuneration, right or privilege whatsoever or give rise to any consideration whatsoever.

Article 12: Limitations of Liability

12.1. General Provisions

Participation in the Contest implies acceptance of these Contest Rules without any reserves by the Applicant.

The Organizer's liability is strictly limited to the issuance of the Award effectively and validly won and to the terms and conditions set forth in the Contest Rules.

The result of the Jury's deliberations may not be contested.

Applicants who do not win or are not selected may not claim any compensation.

If circumstances so warrant, the Organizer reserves the right to postpone or cancel the Contest and stipulates that no claims may be made in such circumstances.

Similarly, the Organizer may not be held liable if, due to an unforeseeable, unpreventable event beyond its control, the commitments arising from these Contest Rules cannot be honoured in part or in full.

12.2. Connection to the Website

The Organizer may not be held liable for contamination by any virus or a third-party intrusion into the operating system of the Applicants and declines all responsibility for the consequences of the Applicants' connection to the network via the Website and to any web pages concerning the Contest and/or the Contest Rules.

The Organizer may not be held liable if one or more Applicants are unable to connect to the Website and/or the web page for consulting the Contest Rules or to the page for submitting the Application,

due to any problem or technical defect, including but not limited to those resulting from: network congestion, human or electrical error, malicious actions, telephone connection problems, software or hardware malfunction, or force majeure.

12.3. Fraud

The Organizer may cancel all or part of the Contest if it appears that any form of fraud whatsoever has occurred, especially electronic fraud, in the course of participating in the Contest or determining the Winner. Any inaccurate or false statement or any other type of fraud shall result in disqualification of the Applicant.

To this end, the Organizer has the right to carry out all the verifications it deems necessary regarding compliance with the Contest Rules, in particular to eliminate any Applicant who does not own the copyrights and/or any rights to the work submitted in his/her Application.

If this is discovered after the awarding of the Award, and if it concerns the Winner, the Organizer shall be entitled to request to the Laboratory the reimbursement of all or part of the unduly allocated Award.

The Organizer also reserves the right to take any legal action and prosecution against the authors of such fraud in the competent courts.

12.4. Consultation of the Contest Rules

The Contest Rules can be consulted at any time during the Contest duration, except in the case of force majeure or any technical problem affecting the Website.

For technical reasons or for the purposes of updates or maintenance, the Organizer may, at any time, interrupt access to the Contest Rules web page. The Organizer shall not, under any circumstances, be liable for these interruptions or their consequences, including if an applicant did not have access to the latest version of the Contest Rules or to another related document in the event of changes or updates to said documents.

Article 13: Applicable Law and Disputes

13.1. The Contest Rules and, more broadly, the Contest, are subject to French law, to the exclusion of all other legal provisions.

13.2. Any dispute that may arise regarding the interpretation of these Contest Rules shall be expressly submitted to the absolute discretion of the Organizer.

Any difficulty in applying or interpreting the Contest Rules or any dispute relating to the Contest shall be settled, as a last resort, solely by the members of the Organizer's management team.

Any dispute or complaint relating to the Contest must be expressed in writing and sent to the Organizer's address. No dispute will be considered more than eight (8) days after the End of the Contest.