

CONFIDENTIALITY NOTICE TO READERS

THIS RFP INCLUDING ALL MATERIALS SET FORTH HEREIN IS CONFIDENTIAL AND PROPRIETARY TO SHIOK MEATS PTE LTD (“**SPONSOR**”) AND/OR ITS AFFILIATES.

The information contained herein is intended only for the person or entity to which it is addressed.

This RFP (Request for Proposal) and all related information are delivered by SPONSOR to Applicant solely for the purpose of enabling Applicant to prepare and submit a Proposal.

Any review, retransmission or other dissemination of this RFP, or any component thereof, by persons or entities other than the intended recipient is prohibited without the express prior written consent of SPONSOR (or its affiliates).

1. RFP OVERVIEW

This document contains questions and requirements for _____. The information provided by you, your organization, company, or university (“you” or “Applicant”) in response to this RFP (“**Proposal**”) will be used to identify potential Applicants who are capable of supplying at least one crustacean cell line to Sponsor.

1.1 Background

SPONSOR intends to use crustacean cell lines to generate cultivated crustacean meats that replicate conventional crustacean meats in a sustainable process.

We request that Applicants keep this context in mind when responding and flag all features and/or challenges that are relevant in their responses. The responses to each section of the RFP are the right place for listing the implications on technology and features.

In this respect, SPONSOR is looking for Applicants to be innovative. It is encouraged for Applicants to provide details on any proprietary features that give an advantage, and to point out any innovative ways for SPONSOR to leverage its assets with their products and services.

1.2 Scope

The purpose of this RFP is to understand the species, approach for cell line generation, including media use, planned experimentation, budget, and timelines associated with the Applicant’s products and/or services. SPONSOR would like to offer products with a high degree of flexibility in deploying a cost-effective international network of product providers.

1.3 Costs of Proposal; RFP Limitations

All Applicants who elect to respond to this RFP must prepare and submit a Proposal at their sole cost and expense. By replying to this RFP you acknowledge and agree that you will not allege, file a cause of action or otherwise claim that SPONSOR is responsible or otherwise liable in any manner or under any theory of liability for any risk, cost or expense incurred in connection with this RFP or any response submitted by you. This RFP in no way obligates SPONSOR to enter into a business or employment arrangement with you.

This RFP is solely a request for information and proposals and shall not be construed to be an offer to contract or an offer of employment. SPONSOR reserves the right to withdraw this RFP without notice or to reject any or all responses. By receiving and replying to this RFP, you agree SPONSOR shall not be liable by reason of any such withdrawal or rejection to any respondent. Further, Proposal acceptance does not confer upon the Applicant any contractual right; it merely enters the Applicant in a Project directed to generation of crustacean cell lines for production of alternative meats to replace conventional crustacean meat in a sustainable process (the “**Project**”). Only authorized representatives of SPONSOR from the C-suite may bind SPONSOR pursuant to a definitive agreement executed between SPONSOR and Applicant incorporating the matters set forth in this RFP (a “**Definitive Agreement**”).

The decision of SPONSOR regarding which proposals are selected is final and Applicant agrees to the inability to appeal or arbitrate SPONSOR’s decision.

The governing law is that of Singapore.

1.4 Changes to RFP Process

SPONSOR reserves the right, at any time, without incurring any liability to any Applicant, for any or no reason and without any obligation to inform the Applicants of the reason(s), to:

- Enter into agreements with one, some or none of the Applicants, in whole or in part, who respond or do not respond to this RFP;
- Accept or reject any Proposal in whole or in part or reject any commercial offer in whole or in part, or issue no contract, or enter into no contract based on this RFP;
- Cancel, suspend and/or modify this RFP process;
- Reject any or all Proposals;
- Accept or reject any information received after the RFP response due date;
- Continue discussions with Applicants for reasons other than the evaluated results of submissions made in response to this RFP;
- Incorporate any representations and/or statements in the Proposal in potential future contractual negotiations with Applicant;
- Procure all or any part of the services specified herein from any one or more Applicants;
- In the event of subsequent discussions and/or Proposal submissions, SPONSOR reserves the right to accept or reject any Proposal without prior notification to the Applicant;
- Should Applicant be identified as an Awardee in the Project, SPONSOR shall have the right to terminate the Project and, if terminated, will compensate funds used by the Awardee up to the termination date to a maximum of US\$ 5,000;
- Should the Awardee voluntarily withdraw from the Project, SPONSOR will not reimburse or refund any funds used from the last claim date to withdrawal date for their participation in the Project; and
- If Awardee has an existing contract with SPONSOR, then SPONSOR may at its sole discretion choose to utilize all or any portion of such contract in connection with the services proposed to be provided by Awardee in its Proposal, provided that, in its sole discretion, SPONSOR may propose amendment(s) to the existing contract or an alternate agreement as a result of this RFP.

Notwithstanding anything to the contrary contained in this RFP or a Non-Disclosure Agreement between SPONSOR and Applicant, responses to this RFP will become the property of SPONSOR, and may, in SPONSOR’s sole discretion, form the basis of any potential future negotiations with respect to a Definitive Agreement. For clarity, SPONSOR shall have no obligation to return or destroy any information presented as part of the RFP responses from any Applicant.

1.5 Timelines

If you intend to respond to this RFP, please follow the timelines below.

Table 1: Timetable for Selection Activities

Schedule	Expected Activity
Date of application: Open	RFP document (Application form) is issued to potential Applicants through application website

Within 14 working days from date of application	Deliver a response via email to the Applicant
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Point of Contact: Applicant’s general point of contact in connection with the submission of Proposal to SPONSOR, including with respect to any and all questions, clarifications, comments or other communications with SPONSOR related to this RFP, shall be:

- collect@shiokmeats.com

1.6 Response Procedures

In order for your response to be considered by SPONSOR, each of the following procedures must be observed:

- You should prepare your response simply and economically, providing a straightforward, concise assessment of your organization’s capabilities to meet SPONSOR's needs.
- You are invited to be innovative in order to attain SPONSOR's stated objectives in a simpler, more efficient and less expensive manner. All alternatives should be clearly defined.
- If you want to include partners with whom you do not have an existing business relationship in responding to this RFP, it must be with SPONSOR’s prior consent. The partner must also go through SPONSOR’s NDA process. By engaging in such process, you agree that information provided by you may be shared by SPONSOR with such partner, and information provided by such partner may be shared with you. Should SPONSOR determine, in its sole discretion, that a 3-way NDA is necessary or advisable, you agree to a 3-way NDA based upon SPONSOR’s standard NDA.
- Information/documentation that you deem relevant, but which is not specifically requested, may be attached to your response.
- Notwithstanding anything to the contrary contained in this RFP or any Non-Disclosure Agreement between SPONSOR and Applicant, all responses and any other materials submitted in response to this RFP will become the property of SPONSOR and may be shared with its Affiliates. Responses may be returned, only at SPONSOR's option and at your expense.

1.7 Confidentiality and Intellectual Property

The Awardee agrees to the following:

- “Project *IPR*” means any IPR constituting cell lines, cell line cultivation, crustacean cell or meat products, media formulation, methods of testing cells and/or cell lines, methodologies, independent utilities, tools and programs, processes and materials, or unique software (whether object or source code) including any updates, upgrades or improvements to all of the foregoing that: (i) are submitted to SPONSOR in the Proposal and during the course of the Project; (ii) are developed by SPONSOR or any other employee, contractor, advisor or other sponsor personnel as a direct result of the Project, including any collaboration between SPONSOR and Awardee in connection to the Project; and (iii) relate to testing the Awardee Background IP or integrating the Awardee Background IP with the SPONSOR Background IP, or any improvements thereof.

- “*Intellectual Property Rights*” or “*IPR*” means patents, utility models, rights to inventions, copyright and related rights, confidential information (including know-how and trade secrets), in each case whether registered or unregistered which subsist or will subsist now or in the future in any part of the world.
- “*Awardee Background IP*” means the IPR relating to cells, cell lines, cell cultivation, procedures, know-how, methodologies, independent utilities, tools, and programs, processes and material, owned, licensed or developed by Awardee which are or have been developed independently of this Agreement or Awardee’s involvement with the Project (whether prior to the date of this Agreement or otherwise).
- “*SPONSOR Background IP*” means the IPR relating to cells, cell lines, cell cultivation, procedures, know-how, methodologies, independent utilities, tools and programs, processes, and material, owned, licensed, or developed by SPONSOR which are or have been developed independently of this Agreement or the Project (whether prior to the date of this Agreement or otherwise).
- *Project IPR*. All Intellectual Property Rights embodied in any Open Project IP shall be owned and belong exclusively to SPONSOR. Awardee agrees to transfer and assign and hereby transfers and assigns to SPONSOR, with full title and guarantee and free from all third-party rights (including from rights of employees and/or employers), any Project IP developed by Awardee, together with the right to sue for and recover damages or other relief in respect of infringement of the Project IP. To the extent that transfer and assignment of rights, title and interest to the Project IP developed by Awardee is legally not permissible, Awardee grants to SPONSOR a perpetual, irrevocable, transferable, sub licensable, world-wide exclusive and royalty-free license to use, not restricted in terms of subject matter, modify, copy, distribute, create derivatives, display, perform and adapt, the Project IP.
- *Awardee Background IPR*. Awardee hereby grants to SPONSOR an irrevocable, non-exclusive, transferable, sub licensable, royalty free, world-wide right and license to any Awardee Background IP included in the Project IPR to access, reproduce, cultivate, make, and use the cells, cell lines, cell cultivation, procedures, know-how, methodologies, independent utilities, tools, and programs, processes and material for the business purposes of SPONSOR.
- *Confidentiality*. The work associated with the Project proposal shall be conducted in a confidential manner. No disclosure of participation in the Project or of the subject matter of the proposal and the work conducted thereon shall be made by Awardee without the express written consent of SPONSOR. SPONSOR reserves the sole right during and/or after the Project to disclose any and all information about the Project, the Awardee, and/or the proposals accepted for SPONSOR’s publicity, public relations, and/or business purposes. Such disclosure may be in the form of press releases,

media interviews, photos, videos, and other written, oral, and/or representative images. SPONSOR will solely own all copyrights associated with such disclosures even if Awardee has contributed to the disclosure and Awardee hereby agrees to transfer and assign and hereby transfers and assigns to SPONSOR any and all rights associated therewith.

- *Non-competition.* No work shall be conducted on a project that is similar to the Proposal submitted to SPONSOR. Should Awardee be involved in projects involving crustaceans, crustacean cell lines, crustacean cell line cultivation, and/or crustacean cell or meat products, Awardee will so inform SPONSOR at the time of responding to the RFP or prior to embarking on such project(s). SPONSOR shall have the sole right to determine whether such a project is similar to the project set forth in the Proposal.

1.8 RFP Response Format

The Applicant's response to this RFP shall consist of:

- a. Section by section written response to the information requested in section 2.0 with adequate details. If a template is provided for the request, the Applicant should respond in the template provided. The responses shall be submitted in electronic format, unlocked, not password protected. The response shall be in word format when responding to the questions and requirements with the exception of technical specification sheets and diagrams which may be in pdf format.
- b. The Applicant should include an executive summary identifying the scope of the response, overview of the solution that highlights the key differentiators, limited to one page, in addition to the page count in section 2 (Total of 5 pages).
- c. Each response should reference the section heading, bullet and/or diagram correlated to the response.
- d. You should prepare your response simply and economically, providing a straightforward, concise assessment of your or your organization's capabilities to meet SPONSOR's needs.
- e. You are invited to be innovative in order to attain SPONSOR's stated objectives in a simpler, more efficient and less expensive manner. All alternatives should be clearly defined.
- f. Each Applicant shall have a team of no more than 5 people and shall identify those team members in the Proposal. If Applicant is chosen to participate in the Project, the identified team members cannot be altered except the removal of a team member. That is, while a team member may be removed from the team, no replacements or additions can be made. Should a team member be removed, Awardee must so inform SPONSOR in writing, via official email, within 7 working days.
- g. Such other information and/or documentation that you deem relevant, but which is not specifically requested by SPONSOR, may be attached to your response.

2. Applicant's Technical Submission:

The Applicant shall provide the following information at a minimum

- Background for the Proposal (rationale for the idea and a proposal)
- Information regarding the animal source, species, stages, parts, and cell types (Muscle, Fat, mesenchymal, embryonic cells & crustacean species only) that will be used in the Proposal
- Detailed description of the proposed procedure and conditions to be tested
- Information regarding the cell culture media that will be used and/or tested in the Proposal
- Max 4 pages with references (excluding 1 page for executive summary), font size 11 with 1.5 line spacing, 1 inch margin, black text color and recommend the following fonts:
 - Arial
 - Verdana
 - Times New Roman
 - Helvetica
 - Palatino Linotype
- A proposed budget up to US\$ 5,000 using the template within the folder
- Applicant(s) background(s) in the form of a curriculum vitae as well as any affiliation with or being hosted by an existing laboratory
- The Applicant(s) is/are subject to reference validation and check

3. Use of Name and Likeness:

- Awardees' continued participation in the Project constitutes permission to use the name, voice and/or likeness of Awardee and each applicable Representative of Awardee for the purpose of advertising and promotion of the Project in all media now known or hereafter devised worldwide in perpetuity without further compensation to any Awardee or Representative of Awardee.