

(English translation)

Terms and Conditions for Application

These terms and conditions for application (hereinafter referred to as the "Terms") stipulate the matters to be complied with when participating in the program below (hereinafter referred to as the "Program") operated by NineSigma Holdings, Inc. (hereinafter referred to as "NineSigma") on behalf of Isuzu Motors Limited (hereinafter referred to as "Isuzu Motors"). By applying to the Program, you agree to the Terms and the application guidelines. Please carefully read the Terms, complete the application form by providing the necessary information, and then submit your application.

<Target program>

Program name: ISUZU AI Innovation Challenge 2024

<URL> <https://www.isuzu.co.jp/world/innovation/>

Application period: September 1, 2024 to November 30, 2024

Business owner: Isuzu Motors Limited

Business trustee: NineSigma Holdings, Inc.

1. Definitions

- (1) "Applicant" means a natural person, corporation or other legal entity who has applied to the Program.
- (2) "Submission Item" means any item conceived or created, and submitted by an Applicant during the implementation period of the Program (regardless of the medium; including but not limited to technical details, text, sketches, diagrams, 3D data, CG data, photographs, audio, video, software, prototyped hardware, and the content of presentations during the Program).
- (4) "Team Member Candidate" means a natural person, corporation or other legal entity who is a candidate that examines the feasibility of ideas contained in Submission Items and works toward commercialization of the ideas in collaboration with the Applicant.

2. Purpose of the Program

The purpose of the Program is to hold a technical open call and invite researchers from start-up companies, universities, and research institutes who have technological capabilities and ideas in the field of AI (artificial intelligence) technology, thereby providing them with opportunities to create new value, including the opportunities to conduct research and development through co-creation with Isuzu Motors.

3. Commercialization of ideas

- (1) The Applicant who receives a proposal from Isuzu Motors for the commercialization of an idea contained in their Submission Item shall respond in good faith to the matters proposed by Isuzu Motors, such as granting the license necessary for the commercialization and disclosing necessary ideas.
- (2) In the event that the Applicant and Isuzu Motors commercialize an idea contained in a Submission Item, the Applicant and Isuzu Motors will enter into a separate agreement regarding the necessary licensing, demonstration experiments, and development. NineSigma will not be involved in any way in the content of such agreements.
- (3) Even if NineSigma provides consulting services to promote the commercialization of an idea contained in a Submission Item, NineSigma will not be the main body to conduct demonstration experiments or development for commercialization.
- (4) Isuzu Motors and NineSigma do not guarantee the realization of the commercialization of an idea contained in a Submission Item. In addition, Isuzu Motors and NineSigma will not respond to any inquiries regarding the reasons for each screening or selection result.

4. Publicity

Isuzu Motors and NineSigma may publish the outline of an idea contained in a Submission Item and the progress of the Program (documentary photos and videos) on websites (including social media), leaflets, pamphlets, and other promotional materials for the purpose of advertising and publicity activities. In such case, Isuzu Motors and NineSigma shall obtain prior consent for the content to be published from the Applicant.

5. Handling of the ideas in Submission Items

- (1) Ideas submitted will be used only for the purpose of implementing the Program (including advertising).
- (2) Ideas contained in Submission Items may only be used by Isuzu Motors, NineSigma, their external judges, and Team Member Candidates (hereinafter referred to as "Isuzu Motors, NineSigma, etc.") as necessary for the implementation of the Program, unless prior consent is obtained from the Applicant.
- (3) Ideas contained in Submission Items may not be used for any purpose

other than the following (except in cases where the provision is required by law or regulations):

- 1) For screening and selecting the Submission Items;
- 2) For administrative communication, document delivery, performance analysis, etc.;
- 3) For creating statistical data by aggregating and analyzing the ideas in a manner that does not identify or specify the Applicant; and
- 4) For providing support information from Isuzu Motors, NineSigma, etc. for brushing up the ideas
- 5) For advertising and publicity of the Program

(4) The Applicant understands that their Submission Items and related ideas will be handled at Isuzu Motors, NineSigma, etc. for the purposes of each item in the preceding paragraph and guarantees that only ideas that can be submitted to Isuzu Motors, NineSigma, etc. are submitted, without entering into a confidentiality agreement.

(5) When Isuzu Motors, NineSigma, etc. receive disclosure of ideas that are not known to the public or have not been registered as rights, there is a possibility that the received ideas not only contain similar or equivalent content from multiple Applicants but also contain research similar to or equivalent to the content of the ideas being conducted by Isuzu Motors, NineSigma, etc. Therefore, if Isuzu Motors, NineSigma, etc. receive an idea from an Applicant that contains an idea that is not known to the public, Isuzu Motors or NineSigma will not be responsible for the ownership of originality or the protection of intellectual property rights related to the content. The Applicant should make one of the following choices:

- 1) Before applying, publish the idea that is considered to be known to the public by submitting a paper, etc., or apply for a patent.
- 2) Limit the scope described on the idea and exclude the description of the idea that is not known to the public.
- 3) Even if there is a possibility that a submitted idea contains a idea that is not known to the public, the Applicant shall not require Isuzu Motors, NineSigma, etc. to confirm the ownership of originality or to protect intellectual property rights.

Considering the purpose of the Program, option 1) is considered to be the most desirable.

(6) Submission Items will not be returned.

6. Handling of personal information

- (1) Personal information acquired in connection with applications to the Program will be managed by Isuzu Motors. For the handling of personal information by Isuzu Motors, please refer to its "Privacy Policy" (<https://www.isuzu.co.jp/world/privacy.html>), which stipulates matters such as the basic rules for handling personal information, safety control measures, and how users can request suspension and disclosure of their personal information.
- (2) Isuzu Motors will use personal information acquired in connection with applications to the Program for the purposes below.
 - 1) For confirmation of the Applicant and for screening and selecting Submission Items;
 - 2) For administrative communication, document delivery;
 - 3) For providing support information from Isuzu Motors, NineSigma, etc. for brushing up the idea;
 - 4) To propose a future partnership with Isuzu Motors.

7. Compliance with rules, instructions, etc.

- (1) Applicants shall comply with the Terms when applying to the Program, and will follow the instructions of Isuzu Motors and NineSigma from time to time during the Program.
- (2) Isuzu Motors or NineSigma may suspend an Applicant's participation in the Program when it is deemed that the operation of the Program will be hindered as a result such as the Applicant not following the instructions or acting in a manner that causes inconvenience to other Applicants. In addition, Isuzu Motors and NineSigma will not be liable for any damage or disadvantages incurred by the Applicant or any other party as the result above.
- (3) Applicants shall guarantee that the idea they provide in the application to the Program does not infringe the rights of any third party.
- (4) Isuzu Motors and NineSigma, irrespective of the pretext, will not be liable for any damage or disadvantages incurred by any Applicant as a result of any Applicant's application to or participation in the Program.

8. Disclosure of the Program by Applicants

Applicants may publish only the facts related to the implementation of the Program on websites (including social media), leaflets, pamphlets, and other promotional materials for advertising the Program, provided that such websites, leaflets, etc. contain appropriate content and format that do not harm the interests of Isuzu Motors, NineSigma, etc., or other Applicants. Applicants shall not disclose the specific content of the Submission Items and other matters except for the facts described above, including support information provided by Isuzu Motors, NineSigma, etc., without Isuzu Motors's consent.

9. Liability

- (1) In the event that an Applicant suffers damage associated with their application to the Program, Isuzu Motors or NineSigma will be liable for such damage only if it is due to the intentional or gross negligence of Isuzu Motors or NineSigma. However, the liabilities of Isuzu Motors or NineSigma will be limited to direct and ordinary damages and exclude attorney's fees. In addition, Isuzu Motors or NineSigma will not be liable for any liabilities other than those set forth in this paragraph.
- (2) In the event that an Applicant causes damage to Isuzu Motors or NineSigma associated with their application to the Program, the Applicant will compensate for such damage. In addition, any complaint or dispute arising between the Applicant and a third party due to the Applicant's violation of the Terms will be handled and resolved between the Applicant and the third party, and the Applicant shall not cause any inconvenience or claim compensation against Isuzu Motors or NineSigma.

10. Good faith consultation

Any doubts regarding the interpretation of the Terms will be resolved through consultation in good faith between Isuzu Motors, NineSigma, and the Applicant.

11. Governing law and jurisdiction

The Terms will be governed by the laws of Japan, and in the event of a dispute between the Applicant and Isuzu Motors or NineSigma, the Tokyo District Court will be the exclusive jurisdictional court of the first instance.

For the convenience of Applicants, English translation of this Terms may be prepared. Notwithstanding the preparation or existence of such translation, the

Japanese language version of this Terms shall prevail.

Enacted and enforced on August 28, 2024