Catalyst – Program Rules & Participation Terms

Last updated: 10/26/26

These Program Rules and Participation Terms ("**Terms**") govern the application for and potential participation in the Catalyst accelerator program ("**Program**"). These Terms take effect when you check the box presented with these Terms or submit your application, whichever happens first.

By submitting an application or participating in the Program, you confirm that you are lawfully able to enter into contracts, and that you have legal authority to bind the company or entity you represent.

1. WHO WE ARE

We are BioLab Catalyst, LLC ("**Organizer**" or "**we**"), a Delaware limited liability company, with business address 2260 W. Broadway Road, Suite 102, Mesa, Arizona 85202. We are a wholly-owned subsidiary of EmeraNova. ("**EmeraNova**").

To contact us, please email: team@emeranovacatalyst.com.

2. ABOUT THE PROGRAM

The Program, which is operated and administered by the Organizer, is a corporate accelerator designed to support startups developing science-driven, clinically relevant solutions in advanced wound care and regenerative medicine.

The Program focuses on the following product and industry segments:

I. **Wound Prevention, Diagnostics & Monitoring**

Innovative solutions for early detection, risk assessment, wound evaluation, and monitoring, including AI-enabled and digital technologies.

II. **Advanced Wound Management & Infection Control**

Next-generation wound dressings, smart materials, debridement technologies, antimicrobial solutions, and other approaches that improve wound management and infection control.

III. **Regenerative Medicine and Biologic Therapies**

Novel biologic, cell-derived, and regenerative approaches designed to promote tissue repair, stimulate healing, and restore tissue function.

IV. **Therapeutic Devices and Healing Technologies**

Innovative medical devices and therapeutic platforms that accelerate wound healing through physical stimulation, improved tissue oxygenation, or other advanced mechanisms.

The Program aims to bridge strong scientific innovation with real-world clinical, regulatory, and market requirements.

3. ELIGIBILITY

Only startups are eligible to apply to participate in the Program. Eligible applicants must meet the following criteria, each as determined in the sole and absolute discretion of the Organizer:

- Be a startup developing science-driven and clinically relevant solutions
- Operate at Technology Readiness Level (TRL) 3 or higher
- Have a committed founding team with decision-making authority
- Be legally able to enter into binding agreements
- Founders based primarily in the United States or Europe

The Organizer reserves the right to accept single-founder teams in exceptional cases.

4. HOW TO APPLY

Startups wishing to apply must submit their application through the official Program application platform specified on the Program website. Applications submitted through other channels will not be accepted. All information provided must be accurate, complete, and truthful. The Organizer reserves the right to request additional information or clarification at any stage and for any reason, including, without limitation, establishing compliance with applicable law or regulatory requirements.

Submitting an application does not constitute admission into the Program. We may accept or reject any application, for any or no reason, in our sole and absolute discretion.

5. SELECTION PROCESS

Applications will be reviewed by a selection committee of industry, scientific, and/or investment experts designated by the Organizer. Selection criteria may include, but are not limited to, the following:

- Team capability and execution experience
- Technological innovation and feasibility
- Market need and scalability
- Potential for commercialization and investor interest
- Strategic fit with Program focus areas

All selection decisions are final and not subject to appeal.

6. PROGRAM TIMELINE

All dates, phases, and Program elements are indicative and non-binding and may be modified in the Organizer's sole and absolute discretion.

I. **Application**
Applications are open for startups developing science-driven, clinically relevant solutions in wound care and regenerative medicine.
November 2026 to January 29, 2027

II. **Selection**
Expert evaluation and review process to identify the most promising and strategically aligned startups which meet the Program's eligibility requirements.
February 2027

III. **Invitation**
Selected teams receive formal invitations, onboarding instructions, and contracting details required to join the Program. All agreements required by the Organizer must be executed prior to the start of any Program work.
February 2027

IV. **Acceleration**
A structured **4-month acceleration phase** focused on validation, product development, regulatory strategy, go-to-market preparation, and investment readiness, supported by mentors and domain experts.
March to End of Summer 2027

V. **Demo Day (USA)**
The most promising startups will be invited to the **United States** to pitch their solutions at Demo Day in front of selected partners and potential investors.
Fall 2027

VI. **Term Sheet & Investment Discussions**
Following Demo Day, the Organizer may enter term sheet and investment discussions with a selected number of the most promising startups. This phase applies only to startups selected for potential investment, as determined in the Organizer's sole and absolute discretion.
Fall 2027

VII. **Post-Program Support**
The Organizer will continue to support all participating startups, regardless of investment discussions, if any, with a focus on continued mentor engagement and access to the CatalystAlumni network to support scaling, partnerships, and long-term growth.
Fall 2027

7. PARTICIPANT CONFIRMATION & AGREEMENTS

Applicants selected for participation (each, a "**Participant**") must confirm their participation within two (2) business days of receiving the official selection notification.

In order to proceed with participation in the Program, all selected startups are required to sign a separate participation agreement (the "**Participation Agreement**"), which governs their rights and obligations in connection with the Program, the Warrant Agreement (defined below), and other such documents as may be required by the Organizer (together with the Participation Agreement, the "**Program Agreements**").

Failure to confirm participation or execute any Program Agreement within the specified timeframe may result in forfeiture of the offered place.

In the event of any conflict between these Terms and any provision of a Program Agreement, the applicable terms of the Program Agreement shall control.

8. PARTICIPANT OBLIGATIONS

By participating in the Program, Participants agree to:

- Actively attend and engage in Program activities, workshops, mentoring sessions, and events
- Allocate sufficient time and attention to achieve Program milestones
- Communicate professionally with the Program team, mentors, advisors, and other participants
- Promptly respond to Organizer requests for information and execute required Program Agreements in a timely manner
- Publicly acknowledge participation in the Program in their communications, where appropriate

Failure to meet these obligations, or any obligations arising under the Program Agreements, may result in removal from the Program.

9. FRAUD, MISCONDUCT & ABUSE

Participants agree not to engage in any behaviour that undermines the integrity, security, or proper functioning of the Program. Prohibited conduct includes, but is not limited to, the following:

- Providing any false, misleading, or incomplete information
- Misrepresenting technology ownership or readiness
- Knowingly submitting third-party intellectual property without proper authorization
- Attempting to manipulate selection, evaluation, or investment decisions

- Disruptive, unethical, unlawful, or abusive behaviour toward the Organizer, mentors, partners, or other participants
- Any attempt to interfere with Program activities, systems, data, or processes

The Organizer reserves the right to suspend or terminate participation immediately in cases of suspected or confirmed misconduct, without obligation, at any time, in its sole and absolute discretion.

10. PROGRAM BENEFITS

The Program is designed to help Participants turn strong science into validated, market-ready solutions. Program benefits may include:

- Structured validation of technology, intellectual property, and clinical relevance
- Clear product and regulatory pathway aligned with real-world requirements
- Go-to-market support, including positioning, pilot preparation, and partnership readiness
- Hands-on mentorship from experts in wound care, regenerative medicine, and life sciences
- Investor readiness support, including investor-ready materials and Demo Day participation
- Opportunity for direct investment of up to $200,000 USD for top-performing teams

Notwithstanding the foregoing, benefits may vary by cohort and are provided in the Organizer's sole and absolute discretion.

11. INVESTMENT & PAYMENT PRINCIPLES

The Organizer may, in its sole and absolute discretion, offer direct investment to a limited number of Participants per cohort, based on Program performance, strategic alignment, and internal evaluation criteria. Participation in the Program does not constitute an offer or create any obligation for the Organizer or any of its affiliates to make any investment in a Participant.

Any potential investment is not guaranteed and will apply only to Participants formally selected for investment following the Program. Investment amounts, if offered in the Organizer's sole and absolute discretion, will be limited to a maximum amount of $200,000 USD per Participant.

Any investment will be made exclusively into a legally incorporated entity and will be subject to separate written agreements, including but not limited to term sheets,

investment agreements, and related transaction documents each in a form suitable to the Organizer. Any investment terms—such as valuation, structure, conditions, and timing—will be determined solely through such separate agreements.

Participants remain solely responsible for all tax, legal, regulatory, or accounting obligations arising from any investment or payment received, if any. No payment, investment, or financial commitment shall be deemed to exist unless and until the separate definitive agreements are duly executed by the relevant parties.

For the avoidance of doubt, any discussions, negotiations, or exploratory interactions during or after the Program are subject to the Commercial Discussions section below.

12. COMMERCIAL DISCUSSIONS

Participation in the Program does ***not*** guarantee any particular result with respect to a Participant, including, without limitation, funding, pilot projects, partnerships, or other commercial agreements.

Any investment, pilot, licensing, or partnership discussions conducted during or after the Program are non-binding unless and until formalized in a separate written agreement executed by the relevant parties.

The Organizer or its affiliates may, but are not obligated to, explore collaboration or investment opportunities with Participants, based on performance, strategic fit, and internal decision-making processes. Any such exploration does not create an obligation to proceed with any investment or commercial transaction.

Investment offers, if any, will be extended only to a limited number of Participants from each cohort.

All Participants agree that, as part of the Program framework, a standard form of warrant agreement (the "**Warrant Agreement**") will be executed in favor of the Organizer. The Warrant Agreement establishes a standardized framework under which the Organizer receives consideration from a Participant in exchange for the benefits provided within the Program and is separate from, and does not itself constitute, any potential future investment agreement with a Participant.

13. USE OF NAME AND LOGO

The Organizer may use Participants' name, logo, and non-confidential description for promotion, reporting, and marketing purposes in connection with the Program. Participants may reference their participation in the Program in their own communications, provided, however, that a Participant complies with any rules and regulations relating to the use of the Organizer's name or trademarks which are provided to Participant by the Organizer from time to time.

Each Participant agrees that it will not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning the Program, the Organizer or its affiliates, or any of their respective employees, agents, officers, directors, managers, members, or associated third parties.

14. MEDIA, IMAGE & COMMUNICATION RIGHTS

By participating in the Program, Participants grant the Organizer a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license and right to use their name, logo, trademarks, and non-confidential visual materials (including photographs, videos, or pitch recordings) for the purposes of:

- Program communication and promotion
- Reporting to partners, investors, and stakeholders
- Marketing and visibility of the Program and its alumni

This authorization does not require Participants to disclose confidential or proprietary information and does not imply endorsement of any third-party product or service.

15. INTELLECTUAL PROPERTY

By submitting an application or participating in the Program, Participant represents and warrants to the Organizer that it owns or has all necessary rights to all intellectual property ("**IP**") included in Participant's application materials.

Subject to the licenses granted in these Terms and any Program Agreement, Participant retains all rights, title, and interest in and to Participant's IP and its Participant Confidential Information (defined below).

The Organizer and its mentors, advisors, and staff may provide feedback, suggestions, coaching, and general feedback throughout the Program. Any such guidance that is specifically not derived from or directly incorporating a Participant's IP shall be considered non-proprietary. The Organizer retains the right to use generalized knowledge and insights derived from operating the Program, provided such use does not disclose or incorporate any Participant Confidential Information.

Except as expressly set forth herein, nothing in these Terms grants any right, title or interest in or to (including any license under) any IP of the Organizer or its affiliates, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Organizer's IP are and will remain with the Organizer.

16. CONFIDENTIALITY

Participants may disclose non-public business, technical, or scientific information in connection with their application to or participant in the Program (collectively, "**Participant Confidential Information**"). Such Participant Confidential Information must be marked "confidential" by Participant and will be treated as confidential, non-public information of the Participant by the Organizer applying commercially reasonable protections for similar information of the Organizer.

Similarly, the Organizer or its affiliates may share confidential information with Participants prior to or during the Program, including, but not limited to business strategy, market positioning, and operational knowledge ("**Organizer Confidential Information**"). Participants agree to treat all Organizer Confidential Information as strictly confidential, to use it solely in the context of their application to or participation in the Program, and not to disclose it to any third party without explicit written approval from the Organizer.

Confidentiality obligations will remain in effect for a period of five (5) years from the date of disclosure or until the information becomes public through no fault of the receiving party.

Notwithstanding the foregoing, the parties agree that Participant Confidential Information and Organizer Confidential Information does not include any information that (i) is in the public domain, (ii) enters the public domain through no fault of the receiving party, (iii) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party as documented by the receiving party's written records, or (iv) is required to be disclosed by order of a court or other governmental agency; provided, however, that the receiving party will provide the disclosing party with prompt written notice of such requirement and disclosing party will be given an opportunity to obtain a protective order against the disclosure of such information.

17. PROCESSING OF PERSONAL DATA

We collect and process personal data in accordance with applicable data protection laws. A separate Privacy Policy is available on the Program website, emeranovacatalyst.com, which describes how your personal data will be collected, processed, and handled.

18. CHANGES TO THE PROGRAM

The Organizer reserves the right to change, postpone, or discontinue the Program, or any aspect or component thereof, including benefits and timelines, at any time and without prior notice. The Organizer may revise and update these Terms from time to time, in its sole and absolute discretion. All changes are effective immediately when posted by the Organizer. A Participants continued participation in the Program following the posting of revised Terms means that such Participant accepts and agrees to those changes. It is the responsibility of each Participant to review these Terms periodically for any updates.

19. TERMINATION OF PARTICIPATION

The Organizer may remove any Participant from the Program, in its sole and absolute discretion, for the following reasons:

- Misconduct or behavior that adversely affects the Program
- Breach of these Terms or any Program Agreement
- Failure to participate meaningfully in Program activities

19.1 Effect of Termination

Upon any termination, Participant must cease use of Program benefits and may no longer represent themselves as a Participant. Termination does not entitle the Participant to any refund, recission, compensation, or Program benefits that had not yet been delivered at the time of termination.

19.2 Surviving Provisions

The following Sections shall survive termination:

- **Section 15** (Intellectual Property)
- **Section 16** (Confidentiality)
- **Section 20** (Disclaimers & Limitation of Liability)
- **Section 21** (Amicable Resolution)
- **Section 22** (Governing Law and Jurisdiction)

20. DISCLAIMERS & LIMITATION OF LIABILITY

PARTICIPANT'S PARTICIPATION IN THE PROGRAM, AND ANY SERVICES, CONTENT, MATERIALS, OR ITEMS OBTAINED THROUGH SUCH PARTICIPATION, IS AT PARTICIPANT'S OWN RISK. THE PROGRAM, AND ANY SERVICES, CONTENT, MATERIALS, OR ITEMS OBTAINED THROUGH PARTICIPATION IN THE PROGRAM, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE ORGANIZER NOR ANY PERSON ASSOCIATED WITH THE ORGANIZER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, NON-INFRINGEMENT, TITLE, OR AVAILABILITY OF THE PROGRAM, OR ANY SERVICES, CONTENT, MATERIALS, OR ITEMS OBTAINED THROUGH PARTICIPATION IN THE PROGRAM, OR THAT THE FOREGOING WILL OTHERWISE MEET PARTICIPANT's NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IN NO EVENT WILL THE ORGANIZER, ITS AFFILIATES, OR ANY OTHER RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MANAGERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH PARTICIPANT'S PARTICIPATION IN THE PROGRAM, OR ANY CONTENT, SERVICES, OR MATERIALS

OBTAINED IN CONNECTION WITH THE PROGRAM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. SUCH LIMITATION OF LIABILITY WILL INCLUDE, WITHOUT LIMITAITON, ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THESE TERMS AND ANY VIOLATION BY PARTICIPANT OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF THE ORGANIZER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. AMICABLE RESOLUTION

In the event of any dispute arising out of or in connection with the Program, the parties agree to first use reasonable efforts to resolve the dispute amicably, through good-faith discussions, before initiating formal legal proceedings.

If no resolution is reached within a reasonable timeframe, either Party may pursue remedies in accordance with **Section 22** below.

22. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising out of or relating to them shall be governed by and interpreted under the laws of the State of Arizona. Participants agree to the exclusive jurisdiction of the courts of the State of Arizona for resolution of disputes.

23. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. Nothing in this agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, employment, or business opportunity between the Organizer and any Participant.

24. ACCEPTANCE OF TERMS

By applying to or participating in the Program, you confirm that you have read, understood, and agree to be bound by these Terms.

Acceptance of these Terms is further evidenced by the completion of the Program Agreements required under **Section 7**.