



OBIS Strategic Collaboration Framework – 2027

Scientific · Institutional · Financial · Commercial Collaboration

CORE PRINCIPLE
Separate channels

IP PRINCIPLE
Background IP protected

TRANSACTION PRINCIPLE
Rights only by agreement

OBIS Innovation & Solutions Inc.

PUBLIC INVESTOR MATERIAL · Prepared for the 2027 investment cycle

Executive Collaboration Statement

A modular collaboration framework designed to add scientific, institutional and financial capability without blurring ownership, economics or governance.

2027 COLLABORATION PRINCIPLE

OBIS structures collaboration through defined channels—scientific/advisory participation, sponsored research, strategic investment, licensing/co-development and business development. Participation in one channel does not automatically create rights in another.

OBIS-led platform

OBIS retains corporate leadership, portfolio authority and ownership/control of its Background IP unless an express definitive agreement provides otherwise.

Separate economics

Equity, research funding, consultancy compensation, licences, milestones and royalties are negotiated and documented separately.

Partner-specific scope

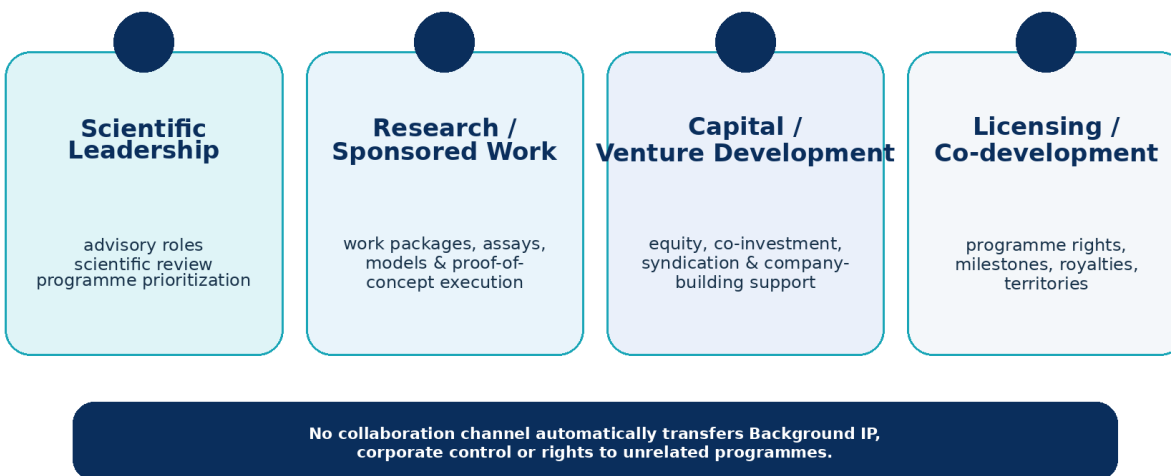
Each collaborator receives only the access, rights and responsibilities required for the agreed workstream.

Milestone governance

Collaboration expands as evidence, performance and mutual fit are demonstrated; broad rights are not granted merely for exploratory engagement.

Strategic Collaboration Architecture

Distinct channels. Separate economics. Defined rights.



INSTITUTIONAL STATUS

OBIS Innovation & Solutions Inc. is a New York corporation. The 2027 framework therefore assumes collaboration with an identified legal counterparty, controlled disclosure, and definitive agreements appropriate to each transaction.

Collaboration Channels & Transaction Boundaries

The framework distinguishes what a partner contributes from what that participation economically or legally entitles the partner to receive.

Channel	Contribution	Primary instrument / economics	Boundary
Scientific / advisory	Scientific review, programme prioritization, experimental strategy, leadership or specialist advice	Consulting/advisory agreement; possible equity/options only if separately approved	No automatic inventorship, licence or corporate control
Sponsored / collaborative research	Defined studies, models, assays, proof-of-concept, translational work	SRA / collaboration agreement; direct research budget	Project IP and publication rights defined by contract
Strategic investment	Seed or later-round capital, co-investment, syndication, venture support	Investment instrument and shareholder rights	No automatic rights to unrelated IP or programmes
Licensing / co-development	Commercial or development rights for a defined programme, indication or territory	Licence, option, co-development agreement, milestones/royalties	Rights limited to negotiated field, territory and asset
Business development	Investor introductions, venture building, institutional connections, market strategy	Services/mandate/transaction-specific compensation	No agency or authority unless expressly delegated

SEPARATION RULE

A scientific appointment is not an investment. An investment is not a licence. Research funding is not consideration for corporate equity unless expressly structured that way. A licence does not transfer the entire platform. The 2027 standard requires each economic relationship to stand on its own documentation.

Protected Governance Architecture

Collaboration adds capability without blurring ownership or decision rights



Scientific & Research Collaboration

Research collaboration is designed around defined work packages, evidence gates and institutional capabilities rather than blanket access to the OBIS platform.

Scientific leadership

Independent review, hypothesis prioritization, proof-of-concept design, biomarkers, controls, reproducibility and progression criteria.

External capability routing

Where a principal research institution lacks a required capability, additional centres may be engaged through an agreed coordination structure without expanding IP rights by default.

Institutional research platform

Qualified laboratories, research groups, specialist technologies and translational infrastructure may execute or coordinate agreed work packages.

Programme-specific evidence

Success in one programme does not automatically validate another; work packages, milestones and continuation criteria remain programme-specific.

Minimum work-package definition

- Objective, scientific question and decision to be informed.
- Scope of work, methods, assays, models, controls and acceptance criteria.
- Budget, payment schedule, facilities and responsible investigators.
- Data ownership, access, reproducibility expectations and reporting cadence.
- Publication review, confidentiality and patent-preservation process.
- Foreground IP, inventorship and commercial-access rules before work begins.

RESEARCH EXCLUSIVITY

Any exclusivity or preferred research-platform status should be expressly limited by programme, capability, duration and work package. It should not create exclusivity over the entire OBIS commercial portfolio, transfer corporate control or imply rights to unrelated technologies.



Capital, Venture Development & Strategic Investment

Financing collaboration can include direct investment, co-investment, syndication and venture-building support while remaining distinct from research and licensing rights.

OBIS-LED FINANCING PRINCIPLE

The US\$1.2M seed round remains an OBIS-led financing process. A strategic investor or venture-development partner may evaluate direct investment, act as an anchor, mobilize co-investors or support syndication, but priority access does not create an obligation to invest or an obligation for OBIS to accept unsuitable terms.

Capital pathway	Illustrative structure	Strategic value
Direct investment	Equity, SAFE, convertible note or other approved instrument	Capital + negotiated investor rights
Co-investment / syndication	Multiple investors coordinated around a common round	Broader capital base and follow-on capacity
Venture development	Governance, company-building, fundraising preparation, network access	Execution capability and financing readiness
Non-dilutive / research funding	Grants, sponsored research, institutional awards	Programme funding without automatic equity transfer
Strategic transaction	Option, licence, co-development or milestone financing	Programme-specific commercial acceleration



NO BUNDLED CONSIDERATION

Investment economics should not silently include research services, IP licences, advisory roles or unrelated platform rights. If multiple elements form one transaction, each element should be identified, valued and documented.

Intellectual Property, Confidentiality & Disclosure

The collaboration framework protects the distinction among Background IP, project outputs, confidential know-how and negotiated commercial rights.

IP class	Definition	2027 treatment
OBIS Background IP	Pre-existing OBIS inventions, know-how, documentation, portfolio architecture and protected technical material	Remains owned and controlled by OBIS unless expressly licensed or assigned under a definitive agreement.
Partner Background IP	Pre-existing partner technology, data, methods, facilities or know-how	Remains with the partner; access is limited to what the project requires.
Foreground / Project IP	New inventions, data, methods or other results created through the defined work	Allocated according to actual inventorship/contribution, applicable law/policy and the definitive contract.
Commercial access	Rights to use project or partner IP for development/commercialization	Negotiated by programme, indication, territory, field, term and economics.
Confidential know-how	Non-public formulation, molecular, technical, business or financial information	Disclosed progressively under NDA and need-to-know controls.

Progressive disclosure ladder

- Level 0 — Public/institutional: non-enabling corporate, scientific and strategic information.
- Level 1 — Qualified dialogue: selected evidence summaries and non-enabling technical rationale.
- Level 2 — NDA-controlled review: deeper technical, financial and programme-level diligence.
- Level 3 — Work-package access: only the information required to execute the contracted research or transaction.
- Level 4 — Enabling / patent-sensitive disclosure: limited to approved recipients and only when protection strategy supports release.

CORE PROTECTION RULE

No equity participation, research relationship, scientific appointment, MoU or institutional association should by itself transfer ownership of OBIS Background IP or grant rights over the broader portfolio.

Governance, Decision Rights & Economic Separation

Collaboration is strongest when authority, economics, conflicts and escalation routes are defined before substantial work begins.

Decision domain	Authority	Control principle
Corporate / portfolio decisions	OBIS governance	Strategy, portfolio prioritization, capital raising and reserved corporate matters remain with OBIS except for specifically negotiated investor rights.
Scientific work-package decisions	Named scientific leads / steering mechanism	Protocol-level decisions within approved scope, budget and evidence criteria.
Research institution obligations	Contracting institution	Facilities, staff, compliance, data generation and reporting as defined in the SRA/collaboration agreement.
Investor rights	Defined in financing documents	Information, consent, board or protective provisions only as expressly negotiated.
Licence / commercial rights	Defined in licence/co-development documents	Field, territory, exclusivity, milestones, diligence obligations, royalties and termination.
Conflict management	All parties	Disclosure, recusal, institutional approvals and documented treatment of overlapping duties.

Economic separation checklist

- Advisory compensation is separate from research budgets.
- Equity or options require separate corporate approval, vesting and dilution analysis.
- Research funding pays for defined work and deliverables; it does not automatically buy equity or commercial rights.
- Licensing economics are tied to the licensed asset/field and are not substitutes for corporate valuation.
- Investment rights and IP rights should be negotiated on their own merits and documented in the appropriate agreements.

GOVERNANCE OBJECTIVE

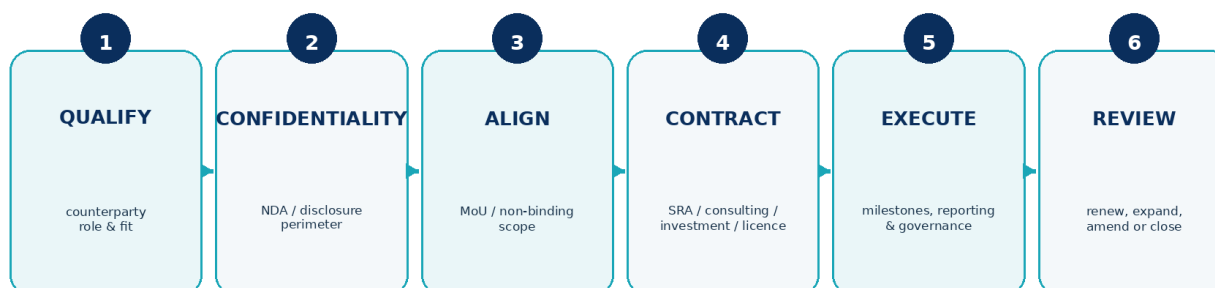
The objective is not to isolate collaborators; it is to make the relationship durable. Clear boundaries allow the parties to combine science, capital and business capability without creating ambiguity over ownership, authority or economic entitlement.

Instrument Sequence & 2027 Collaboration Pathway

The collaboration lifecycle moves from qualification and confidentiality to the instrument appropriate to each defined workstream.

2027 Collaboration Instrument Sequence

From exploratory dialogue to defined, enforceable workstreams



Each definitive relationship uses the instrument appropriate to its economics, IP scope, governance and risk.

Instrument	Primary purpose	Typical trigger
NDA	Protect non-public information and define permitted disclosure/use	Before deep technical or financial diligence
MoU / LOI	Document non-binding intent, areas of interest, communication channels and evaluation process	When institutional alignment is useful before definitive commitments
Sponsored Research / Collaboration Agreement	Define research scope, budget, data, IP, publication, compliance and milestones	Before experimental execution
Consulting / Advisory Agreement	Define role, time, compensation, confidentiality, conflicts and deliverables	Before formal scientific/advisory appointment
Investment Documents	Define security, valuation, dilution, governance, information rights and closing conditions	Before capital is accepted
Licence / Co-development Agreement	Define commercial rights, field, territory, exclusivity, diligence, milestones, royalties and termination	Before programme-specific commercial rights are granted
MOU DISCIPLINE A non-binding MoU can create institutional continuity and define objectives, but it should not be read as an investment commitment, transfer of IP, research authorization, partnership or agency unless a definitive agreement expressly provides otherwise.		

Executive Collaboration Case – 2027

A disciplined framework for building high-value alliances while preserving the independence, assets and strategic flexibility of OBIS.

COLLABORATION THESIS

OBIS seeks partners capable of adding scientific rigor, research infrastructure, capital, company-building expertise, market access or commercialization capability. The framework is designed to make those contributions cumulative while preventing unintended transfer of Background IP, corporate control or rights to unrelated programmes.

2027 negotiation principles

- Scope first: define the programme, work package, economic channel and expected contribution before discussing broad rights.
- Protect Background IP: pre-existing OBIS assets remain outside the transaction unless expressly licensed or assigned.
- Separate economics: equity, research funding, advisory compensation, licensing and royalties are not interchangeable.
- Use progressive disclosure: access deepens only with qualification, confidentiality and legitimate need.
- Milestone expansion: broader rights or larger commitments follow evidence and execution rather than association alone.
- Avoid automatic exclusivity: exclusivity must be specific, time-bounded and tied to a defined asset, field, territory or workstream.
- Preserve transaction optionality: one partner relationship should not unintentionally foreclose unrelated programmes, territories or future financing.

Internal source base for this framework

Source	Contribution to Document 10
OBIS Financing Standard V1.0 – 2026	Investor qualification, staged disclosure, financing governance and perimeter controls.
OBIS U.S. Federal & New York Registration Roadmap – 2026	Current New York corporate status and separation of institutional registrations from research/investment/IP agreements.
OBIS Investment Dossier Framework – 2027	Series-level requirement to preserve separation among equity, research funding, licensing, IP and advisory participation.
OBIS IP Portfolio & Patent Pending Roadmap – 2027	Background/Foreground IP architecture and protected disclosure discipline.

2027 STANDARD

Scientific collaboration, research funding, investment, advisory participation and commercial rights may reinforce one another—but only through explicit agreements, transparent economics and defined governance. That separation is the foundation for durable strategic alliances.

OBIS Innovation & Solutions Inc.

One Vision. Three Paradigms. A Shared Future. | Strategic Collaboration Framework – 2027 | Next comprehensive review: 2028