UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 3, 2025

BLUEJAY DIAGNOSTICS, INC.
(Exact Name of Registrant as Specified in its Charter)

DELAWARE	**001-41031**	**47-3552922**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File No.)	(I.R.S. Employer Identification No.)

360 Massachusetts Avenue, Suite 203
Acton, MA 01720

(Address of principal executive offices and zip code)

(844) 327-7078
(Registrant's telephone number, including area code)
(Former name or former address, if changed from last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-14(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On October 3, 2025, Bluejay Diagnostics, Inc. (the "Company") entered into an agreement (the "Amendment") to amend its Master Service Agreement and the Master Supply Agreement with Sanyoseiko Co., Ltd. ("Sanyoseiko"). The Amendment was entered into in connection with Bluejay expanding SanyoSeiko's role in helping to commercialize Bluejay's Symphony platform, a near-patient testing system designed to provide rapid and reliable results for key biomarkers such as IL-6 in sepsis management.

Pursuant to statements of work that the Company has begun to Sanyoseiko under these agreements, as amended by the Amendment, Sanyoseiko will provide end-to-end support for the Symphony platform, including supporting the manufacturing redevelopment process for analyzers and cartridges (with hardware, software, and design updates), managing raw material sourcing and vendor compliance, and serving as the Company's contract manufacturing organization for analyzers, cartridges, and related components. In this capacity, Sanyoseiko will oversee fulfillment, kit assembly, labeling, packaging, shipping, and quality control of manufactured products, while also providing regulatory and quality management support, and equipment storage and maintenance.

The foregoing descriptions of the Master Service Agreement, the Master Supply Agreement and the Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed as Exhibit 10.1, 10.2 and 10.3, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On October 9, 2025, the Company issued a press release in connection with the matters discussed herein under item 1.01. A copy of that press release is furnished with this report as Exhibit 99.1.

The information contained in Item 7.01 of this Current Report on Form 8-K, including Exhibit 99.1, is being furnished and shall not be "filed" for the purpose of the Securities Exchange Act of 1934, as amended ("Exchange Act"), nor shall it be incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended ("Securities Act"), unless specifically identified therein as being incorporated by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1	Master Supply Agreement dated July 30, 2021, between Bluejay Diagnostics, Inc. and Sanyoseiko Co., Ltd.
10.2	Master Service Agreement dated July 30, 2021, between Bluejay Diagnostics, Inc. and Sanyoseiko Co., Ltd.
10.3	Agreement to Amend Master Supply Agreement and Master Service Agreement, dated October 3, 2025, between Bluejay Diagnostics, Inc. and Sanyoseiko Co., Ltd.
99.1	Press Release, dated October 9, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

Bluejay Diagnostics, Inc.

By: /s/ Neil Dey
Neil Dey
President and Chief Executive Officer

Date: October 9, 2025

DocuSign Envelope ID: FB388733-50BC-4E4C-87E5-4974E6288E02

BLUEJAY DIAGNOSTICS, INC.

- and -

TORAY INDUSTRIES, INC.

MASTER SUPPLY AGREEMENT

DocuSign Envelope ID: FB388733-50BC-4E4C-87E5-4974E6288E02

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SCHEDULES

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Schedule 2 Specifications
Schedule 3 Labelling, Packaging, and Storage
Schedule 4 Price
Schedule 5 Form of Purchase Order

This MASTER SUPPLY AGREEMENT (this "**Agreement**") is entered into on the Effective Date (defined in clause 1) between the following parties (each, a "**Party**", and collectively, the "**Parties**"):

(1) **Bluejay Diagnostics, Inc.**, a company incorporated in the State of Delaware, U.S.A., with its principal place of business at 360 Massachusetts Avenue, Suite 203, Acton, MA, 01720, U.S.A. ("**Bluejay**"); and

(2) **Toray Industries, Inc.**, a company incorporated in Japan with its registered address at 1-1, Nihonbashi-muromachi, 2-chome, Chuo-ku, Tokyo 103-8666, Japan ("**Toray**").

BACKGROUND:

(A) Bluejay is in the business of the development, design, manufacturing, and sales of certain fluorescence immunoanalyzers and cartridges for medical research and clinical purposes as well as commercial purposes;

(B) Toray is in the business of, among other things, the manufacture and supply of intermediate products for certain protein detection chips for medical devices and providing technical support;

(C) Bluejay has entered into a License and Supply Agreement dated 6 October 2020 with Toray for the purpose of Toray's licensing certain Intellectual Property necessary and/or useful for, among other things, manufacturing certain products made using the Toray Chip Intermediates in Japan (that agreement, as, amended and restated by an Amended and Restated License Agreement between Bluejay and Toray dated 20 October 2023, the "**License Agreement**");

(D) Bluejay and Toray desire to split the terms and conditions of purchase and supply of the Toray Chip Intermediates that was agreed in the original Bluejay-Toray License Agreement therefrom and substantially reinstate such agreed terms and conditions in this Agreement; and

(E) Toray is willing to manufacture and supply the Toray Chip Intermediates (as defined in clause 1) to Bluejay, and Bluejay is willing to purchase the Toray Chip Intermediates from Toray, in accordance with this Agreement.

1. DEFINITIONS

1.1 In this Agreement:

"**Affiliate**" means, with respect to a Party, any person that directly or indirectly controls or is controlled by or is under common control with the Party, where the words "control" or "controlled" mean ownership of (a) 50% or more of the voting rights of that person or (b) the right to elect the majority of the board of directors or other such similar governing body;

"**Annual Rolling Forecast**" has the meaning defined in clause 4.1;

"**Applicable Laws**" means all national, supra-national, federal, state, local, foreign or provincial laws, rules, regulations, orders, decrees, directives, requirements, standards, and case law as well any interpretation or administration of any of the foregoing and any guidance, guidelines, requirements, and regulations of any regulatory authorities and any industry codes of practice in effect from time to time applicable to the activities performed under this Agreement and the handling of Toray Chip Intermediates in any part of the world, including any relevant environmental, health, and safety laws and regulations;

"**Bluejay Indemnitee**" has the meaning set forth in clause 10.1;

"**Calendar Quarter**" means each of the three (3) month periods from 1 January through 31 March, 1 April through 30 June, 1 July through 30 September, and 1 October through 31 December;

"**Delivery Date**" means the date specified in a Purchase Order on which Toray is required to deliver a specific quantity of Toray Chip Intermediates to the designated delivery place;

"**Delivery Location**" means Sanyoseiko, Co., Ltd. with its ship-to address at Shimowada Factory, 1150 Shimowada, Nanaho-machi, Otsuki-shi, Yamanashi 409-0622 JAPAN or any other such location or address as Bluejay may notify Toray of from time to time;

"**Designated Manufacturer**" means a manufacturer designated by Bluejay by notice to Toray;

"**Disputed Product**" has the meaning defined in clause 7.2(c);

"**Effective Date**" means the date the last Party signed this Agreement;

"**Toray Indemnitee**" has the meaning set forth in clause 10.2;

"**Intellectual Property**" means all intellectual property rights in any part of the world, including any and all rights in or to patents (including supplementary protection certificates), utility models, inventions, registered and unregistered trade and service marks, business and trade names and get-up, domain names, designs (whether registered or not), semiconductor and topography rights, copyrights and neighbouring rights, database rights, confidential information, and Know-How as well as (in each case) rights of a similar or corresponding character and in all applications and rights to apply for protection of any of the foregoing;

"**Kamakura Techno-Science**" means Kamakura Techno-Science, Inc., a company incorporated in Japan with its registered address at 10-1, Tebiro 6-chome, Kamakura, Kanagawa 248-0036, Japan, and which is an indirectly wholly owned Affiliate of Toray;

"**Know-How**" means any information, improvements, practices, processes, procedures, methods, techniques, knowledge, skills, experiences, results, formulas, algorithms, and trade secrets;

"**Liabilities**" has the meaning set forth in clause 10.1;

"**License Agreement**" has the meaning set forth in Background paragraph (C);

"**Lot Number**" means an identifier assigned to each batch of manufactured Toray Chip Intermediates for general identification purposes, such as a series or combination of letters, numbers, or other typographical symbols;

"**Price**" means the price per Toray Chip Intermediates stipulated in Schedule 4 in Japanese yen (as amended, if amended in accordance with clause 5.1);

"**Purchase Order**" means a Bluejay purchase order substantially in the form attached as Schedule 5, or as otherwise agreed between the Parties;

"**Purchase Order Date**" means the date a Purchase Order is issued to Toray in accordance with the first sentence of clause 3.1;

"**Quality Agreement**" means the Quality Agreement relating to the Toray Chip Intermediates entered into between Sanyoseiko and Toray, subject to Bluejay's prior approval of the content thereof, on or around the Effective Date;

"**Sanyoseiko**" means Sanyoseiko Co., Ltd, a company incorporated in Japan with its head office at 1435 Ozawa, Saruhashi-machi, Otsuki-shi, Yamanashi 409-0616, which is a Designated Manufacturer as of the Effective Date;

"**Site**" means each factory or other site where the Toray Chip Intermediates are formulated, manufactured, assembled, stored, or otherwise handled by Toray. As of the Effective Date, the Site is located at Kamakura Techno-Science;

"**Specifications**" means the complete and accurate description of the contents, appearance, features, functionality, quality and other characteristics of the Toray Chip Intermediates all as described in Schedule 2;

"**Term**" has the meaning set forth in clause 8.1;

"**Third Party Claims**" has the meaning set forth in clause 10.1; and

"Toray Chip Intermediates" means the items described in Schedule 1.

1.2 Other Definitional and Interpretative Provisions

In this Agreement, unless expressly stated otherwise:

(a) all capitalized terms used in this Agreement shall, unless otherwise specified in this Agreement, have the same meanings ascribed to them in the License Agreement;

(b) the provisions under the headings of "Insurance", "Intellectual Property Rights", "Compliance and Ethical Conduct" and "Confidentiality and Limitation on Use" in the License Agreement shall also apply in this Agreement *mutatis mutandis*;

(c) "**Agreement**" means this document and includes its recitals and Schedules and all Purchase Orders entered into by the Parties;

(d) references to this Agreement or any other document include references to this Agreement or that document as varied, supplemented, or replaced from time to time;

(e) references to days means calendar days. However, any right, duty or obligation in this Agreement that falls on a Saturday, Sunday, bank holiday or public holiday in the United States or Japan shall be deemed to fall on the immediately following business day;

(f) headings are inserted for convenience only and shall be ignored in construing this Agreement;

(g) references to the singular include the plural, and vice versa;

(h) any phrase introduced by the terms "include", "includes", "including", "in particular" or any other similar expression (whether or not they are followed by "without limitation" or the like) shall be construed as illustrative and does not limit the sense of the words preceding these terms; and

(i) ambiguities, if any, in this Agreement will not be construed against either Party, irrespective of which Party may be deemed to have authored the ambiguous provision. This Agreement shall be fairly interpreted in accordance with its terms and without any strict construction in favour of or against either Party.

2. SALES AND PURCHASE OF TORAY CHIP INTERMEDIATES

2.1 During the term of this Agreement, Bluejay shall purchase Toray Chip Intermediates from Toray, and Toray shall supply Toray Chip Intermediates to the Designated Manufacturer, in accordance with Purchase Orders under clause 3 and the other terms and conditions of this Agreement.

2.2 The Chip Products manufactured using Toray Chip Intermediates must not be used for Commercial Sales.

2.3 Toray shall manufacture the Toray Chip Intermediates in accordance with the Specifications, the Quality Agreement, and the other terms and conditions of this Agreement.

3. PURCHASE ORDERS

3.1 Bluejay shall issue a Purchase Order in accordance with the timing provided for in clause 4.2. The Purchase Order must contain, at a minimum:

(a) the quantity of Toray Chip Intermediates being ordered;

(b) the Price;

(c) the total cost of the Toray Chip Intermediates (being quantity multiplied by Price) exclusive of any taxes and disbursements;

(d) a Purchase Order number;

(e) the Purchase Order Date;

(f) the Delivery Date (which must not be earlier than four (4) weeks after the Purchase Order Date) for each specific quantity of Toray Chip Intermediates; and

(g) the Delivery Location.

3.2 A Purchase Order given in accordance with clause 3.1 shall become binding if: Toray notifies Bluejay of its acceptance in writing; or on the passing of fourteen (14) days after Toray's receipt of the Purchase Order and Toray has not expressly rejected the Purchase Order by written notice to Bluejay. Toray may amend the shipment date with Bluejay's prior written consent. Toray shall not unreasonably reject or withhold the acceptance of a Purchase Order. No Purchase Order may be changed or cancelled, except that Bluejay may increase the quantity of Toray Chip Intermediates in the Purchase Order with Toray's written approval. If any term of a Purchase Order conflicts with a provision of this Agreement, the provision of this Agreement shall prevail.

3.3 A Purchase Order accepted in accordance with the preceding clause is the only authorization and obligation for Toray to manufacture Toray Chip Intermediates for Bluejay, and Toray will not be required to manufacture Toray Chip Intermediates, and Bluejay will not be required to pay Toray for manufacturing and selling Toray Chip Intermediates, otherwise than in accordance with such an accepted Purchase Order.

3.4 No change to any Purchase Order or cancellation thereof may be made, except that the increase in the ordered quantity of Toray Chip Intermediates may be approved by Toray in writing.

3.5 Toray shall reference the Purchase Order number on all packing slips (including bills of lading) and invoices (including commercial invoices) relating to Toray Chip Intermediates ordered under the Purchase Order. Any term of any such packing slip, bill of lading, invoice, or other such document that differs from or is contrary to the terms of this Agreement is void, unless agreed otherwise in writing by authorized representatives of the Parties.

4. FORECASTS AND PRODUCTION GUARANTEES

4.1 Forecasts. Within two (2) weeks after the Effective Date, Bluejay shall submit to Toray a written non-binding forecast, in English, of the quantity of Toray Chip Intermediates Bluejay estimates Bluejay will order over the following four Calendar Quarters (each such forecast, an "**Annual Rolling Forecast**"). By one (1) month before the expiry of that Annual Rolling Forecast, Bluejay shall submit to Toray a new Annual Rolling Forecast for the next four (4) Calendar Quarters, and the same will apply thereafter. Bluejay acknowledges and agrees that Toray's production capacity for Toray Chip Intermediates is maximum of: (a) twenty thousand (20,000) units per year; and (b) two thousand (2,000) units per month, and that Bluejay will submit to Toray the Annual Rolling Forecast within such maximum quantity.

4.2 Purchase Orders. Bluejay shall submit written Purchase Orders for Toray Chips to Toray at least three (3) months prior to the delivery, provided, however, that the first (1st) and second (2nd) Purchase Orders shall be submitted at least six (6) weeks prior to the shipment.

4.3 Safety Stock. Toray shall use its commercially reasonable efforts to manage and maintain its inventories of all raw materials, components, and packaging as are reasonably necessary to be able to manufacture the Toray Chip Intermediates based on the latest Annual Rolling Forecast. Toray shall use commercially reasonable efforts to procure strategic supply for any raw materials that have a lead-time in excess of the period of the Annual Rolling Forecast for a raw material that may be reasonably expected to be in short supply based on industry trends within the three (3) month quantity forecasted in the applicable Annual Rolling Forecast. Toray shall bear the costs and expenses associated with managing, procuring, and maintaining such safety stock.

4.4 Failure to Supply. If Toray fails to deliver the quantities of Toray Chip Intermediates specified in any binding Purchase Order by more than sixty (60) days of the Delivery Date set forth therein (limited to such failures directly attributable, in whole or in part, to Toray), then Toray shall discuss the possibility of reducing the Price for such Purchase Order.

4.5 Changes. Toray shall provide Bluejay with ninety (90) days' prior written notice if Toray intends to implement any material changes to Toray Chip Intermediates, with respect to their packaging, components, composition, manufacturing site, country of origin, or manufacturing process. If Toray is to make any such change, the Parties shall, by separate written agreement, amend the Price and Specifications accordingly.

5. PRICE

5.1 The Price as of the Effective Date is set out in Schedule 4 and thereafter may only be amended by a written agreement signed by authorized representatives of the Parties.

5.2 The Price does not include any import duties or use or excise tax of any jurisdiction, all of which (if and to the extent applicable) are the responsibility of Bluejay.

5.3 If there is a severe change in market conditions, which includes a drastic change in the USD/JPY exchange rate, the Parties shall, at either Party's request, review the Price and discuss any necessary adjustments to the Price (if any) in good faith.

6. PAYMENT

6.1 Toray shall invoice Bluejay for Toray Chip Intermediates by sending a written invoice in English to the 'bill to' email address specified in the Purchase Order or other such address as designated by Bluejay. Each invoice must include the applicable Purchase Order number, quantity of Toray Chip Intermediates delivered, their Lot Numbers, and other information reasonably requested by Bluejay.

6.2 Bluejay shall pay Toray within thirty (30) days of the acceptance date by Toray of Purchase Order in accordance with the invoice issued under clause 6.1.

6.3 Bluejay and Toray shall be responsible for their own bank charges incurred for such payment transfer.

7. QUALITY ASSURANCE, ACCEPTANCE AND DELIVERY

7.1 Quality Control Release

(a) Toray shall manufacture the Toray Chip Intermediates in accordance with the Specifications.

(b) Toray shall promptly inspect all Toray Chip Intermediates manufactured by Toray to confirm they comply with the Specifications and notify Bluejay of the results by sending a certificate of analysis prior to shipment of the product.

(c) Toray shall label and package Toray Chip Intermediates that pass inspection in accordance with Schedule 3.

(d) If a Toray Chip Intermediate does not pass inspection, Toray shall investigate the failure and correct the issues. Toray shall promptly report to Bluejay, including upon Bluejay's request from time to time, on the status and progress of such failed Toray Chip Intermediates.

7.2 Quality Control Incoming Inspection

(a) Inspection. Bluejay shall inspect, or have the Designated Manufacturer inspect, the Toray Chip Intermediate within fourteen (14) days after delivery of the Toray Chip Intermediate in accordance with the Specifications and the inspection report described in the Quality Agreement.

(i) If Bluejay or the Designated Manufacturer discovers with respect to any Toray Chip Intermediate any deficiency in quantity or inconformity with the Specifications or the Quality Agreement, Bluejay shall (or shall have the Designated Manufacturer) give written notice thereof to Toray within fourteen (14) days after delivery of the Toray Chip Intermediate. If Bluejay does not give any such notice to Toray, Bluejay shall be deemed to have waived all claims for any deficiency in quantity.

(ii) If Bluejay or the Designated Manufacturer later discovers any such inconformity with the Specifications or the Quality Agreement within the Product Warranty period provided for in clause 9.2, Bluejay shall (or shall have the Designated Manufacturer) give written notice thereof to Toray within ten (10) days after that discovery.

(iii) With respect to each occasion Toray Chip Intermediates are delivered in accordance with a Purchase Order, if Bluejay does not give Toray a notice under sub-clause (ii) above, Bluejay shall be deemed to have accepted those Toray Chip Intermediates and to have waived all claims for any deficiency or inconformity with the Specifications.

(b) Storage. Bluejay shall take care of, store and keep Toray Chip Intermediates delivered to it in good condition and free from all damage and contamination which might detract from the appearance or performance of those Toray Chip Intermediates. For this purpose, Bluejay shall adhere to the storage conditions set forth in the Quality Agreement for Toray Chip Intermediates, except where the Toray Chip Intermediates may be required to undergo additional processes for the purpose of Bluejay's selling (for non-commercial purposes) completed products containing the Toray Chip Intermediates to Bluejay's customers. These processes may include, without limitation, labelling and kit assembly where the completed product may experience ambient temperatures. These processes may be subject to validation to ensure that the performance and stability of the completed product are substantially equivalent to completed product that does not go through the additional processes.

(c) Remedy for Disputed Toray Chip Intermediates. If Toray notifies Bluejay, within fourteen (14) days after issuance of Bluejay's notice under sub-clause (a), that Toray does not agree with Bluejay's determination that the Toray Chip Intermediate does not conform to the Specifications, then the Parties shall attempt, in good faith, to resolve such dispute. If Toray and Bluejay cannot resolve such dispute within thirty (30) days after the issuance of Toray's notice, either Party may request an independent laboratory that is acceptable to both Parties to test the Toray Chip Intermediate in dispute ("**Disputed Product**"). The laboratory's findings will be final, binding and not subject to challenge or appeal. If such laboratory finds that the Disputed Product conforms to the Specifications, Bluejay shall pay the fees of such laboratory related to such testing and shall promptly pay for the Disputed Product. If such laboratory finds that the Disputed Product does not conform to the Specifications, Toray shall: (i) pay the fees of such laboratory related to such testing; and (ii) promptly (within six (6) weeks after the laboratory has issued its findings) replace the defective Toray Chip Intermediate at its expense or refund the purchase cost of the Toray Chip Intermediate.

(d) Remedy for non-Disputed Toray Chip Intermediates. If Toray does not give the notice provided for in sub-clause (c) above within the period provided for in sub-clause (c), Toray shall be deemed to have no objection to Bluejay's notice given under sub-clause (a) above, and Toray shall promptly (within six (6) weeks after the issuance of Bluejay's notice under sub-clause (a)) replenish the shortage (in case of a deficiency in quantity) or, at its discretion after discussion with Bluejay, replace the defective Toray Chip Intermediates at its expense or refund the purchase cost of such Toray Chip Intermediates.

7.3 **Bluejay's Site Inspection Right**

If Toray delivers a Toray Chip Intermediate that does not conform with the Specifications or was not manufactured in compliance with Schedule 2, then Bluejay (or a person designated by Bluejay) may inspect such areas and facilities of the Site that relate to the manufacture and testing of the Toray Chip Intermediate. In this case, Bluejay must provide no less than ninety-six (96) hours' notice and, upon obtaining prior consent from Toray (which consent Toray shall not unreasonably withhold, condition or delay), conduct the inspection without unreasonable disruption of Toray's operations during Toray's business hours on the date specified in the

notice or such other date as may be agreed between Bluejay and Toray. For clarity, any proprietary or confidential information that Bluejay learns or obtains during the Site inspection constitutes Toray's Confidential Information and shall be subject to the confidentiality and non-use obligations under the License Agreement.

7.4 **Delivery; Cost of Delivery**

Subject to the receipt of the payment under clause 6.2, after taking the quality control procedures provided for in clause 7.1, Toray shall store Toray Chip Intermediates safely at the Site until delivery, and then:

(a) in the case of domestic shipment within Japan, deliver them to the Delivery Location Ex Works (Incoterms 2020) by the Delivery Date. Toray shall handle such shipments on behalf of Bluejay. Toray shall invoice Bluejay for only actual charges and costs, in Japanese Yen. Invoices shall be sent to Bluejay on a quarterly basis, together with any other information reasonably requested by Bluejay, and Bluejay shall pay Toray in Japanese Yen within thirty (30) days of the invoice date. Bluejay shall bear its own bank charges incurred for such payment transfer; or

(b) in the case of international shipment, deliver them to the Delivery Location FOB when loaded onto the plane (Incoterms 2020) by the Delivery Date. Toray shall use and manage a freight forwarding service provider designated by Bluejay for all international shipments of Toray Chip Intermediates. Toray shall use that freight forwarding service provider as the sole method of international shipment unless directed otherwise by Bluejay.

7.5 **Transfer of Title; Risk of Loss**

Title to and risk of loss of Toray Chip Intermediates passes from Toray to Bluejay upon delivery in accordance with the preceding clause.

8. **TERM AND TERMINATION**

8.1 **Term**

This Agreement takes effect on the Effective Date and is effective until the earlier of: (a) the date Market Approval is obtained for Chip Products from the FDA; or (b) the second (2nd) anniversary of the Effective Date, unless terminated in accordance with clause 8.2 (the "**Term**"). The Parties may extend the Term with their mutual written consent for a further period of up to six (6) months. At least six (6) months prior to the expiry of the Term, the Parties shall decide the period by which the Term is to be extended.

8.2 **Termination for Cause**

Either Toray or Bluejay may terminate this Agreement with immediate effect by giving the other Party prior written notice if:

(a) the other Party has failed to cure its breach of a material provision of this Agreement within thirty (30) days after receiving notice of the breach from the terminating Party; or

(b) the other Party enters into any arrangement of composition with its creditors or goes into liquidation, insolvency, bankruptcy, receivership or reorganization proceedings, except that, in case of non-voluntary proceedings, when such non-voluntary proceedings are not dismissed within ninety (90) days, or if the other Party terminates its corporate existence by merger, consolidation or otherwise; or

(c) the party terminates the License Agreement under Article 15 thereof.

8.3 **Survival**

Termination or expiration of this Agreement will not relieve either Party of any liability which accrued under this Agreement prior to the termination or expiration date, nor preclude either Party from pursuing all rights and remedies it may have under this Agreement at law or in equity with respect to any breach of this Agreement, nor prejudice either Party's right to obtain performance of any obligation arising under this Agreement. This clause 8.3 and clauses 16 through 22 shall survive any termination or expiration of this Agreement. Clause 9.2 shall remain in effect with respect to any applicable Toray Chip Intermediates for the warranty period applicable to those Toray Chip Intermediates. Clause 10 shall be valid for one (1) year from the time of delivery of the Toray Chip Intermediate.

9. **REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS**

9.1 **General Warranties**

Each Party hereby represents and warrants to the other Party as of the Effective Date that: (a) it is a corporation duly organized, validly existing, and in good standing under Applicable Laws; (b) it has obtained all necessary consents, approvals and authorizations of all regulatory authorities and other persons required to be obtained by it in connection with this Agreement; and (c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions on its part.

9.2 **Product Warranties**

Toray represents and warrants, as of each date Toray Chip Intermediates are actually delivered in accordance with clause 7.4, that each Toray Chip Intermediate conforms to the Specifications in Schedule 2. The representations and warranties provided for in the preceding sentence are the "**Product Warranties**". The Product Warranties are valid with respect to each Toray Chip Intermediate for the period of six (6) months commencing from the date they are actually delivered in accordance with clause 7.4. Notwithstanding the foregoing, Toray shall not be liable for the quality of each Toray Chip Intermediate: (a) when Toray Chip Intermediates have been stored by Bluejay or the Designated Manufacturer in improper conditions; or (b) when Toray Chip Intermediates have been damaged during the labelling or re-packaging process.

9.3 **No Debarment**

Each Party hereby certifies that it will not employ or otherwise use, and has not employed or otherwise used, in any capacity the services of any person debarred under Section 335(a) of Title 21 of the United States Code in connection with performing any activities under this Agreement.

9.4 **Disclaimers**

The representations and warranties provided for in this clause 9 are in lieu of any and all other warranties and representations (express, implied, or statutory), and each Party hereby disclaims any and all other warranties or representations (express, implied or statutory), including any implied warranties of merchantability or fitness for a particular purpose, or for non-infringement of a patent, trademark or other Intellectual Property.

10. INDEMNIFICATION, LIMITATIONS ON LIABILITY

10.1 Indemnification by Toray

Toray shall defend, indemnify and hold each of Bluejay, its Affiliates, and their respective directors, officers, employees and agents, together with the successors and assigns of any of the foregoing (each, a "**Bluejay Indemnitee**") harmless from and against any and all claims, suits, actions, demands or judgments made by a third party (collectively, "**Third Party Claims**") and all direct and reasonable liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) ("**Liabilities**") to the extent that such Third Party Claims and Liabilities arise directly in connection with: (a) the material breach of this Agreement by Toray; or (b) the willful misconduct or the gross negligence of Toray, unless such Third Party Claims or Liabilities arise or result from the wilful misconduct or gross negligence of Bluejay. To the extent Toray engages Kamakura Techno-Science under clause 11.1(b), Toray shall cause Kamakura Techno-Science to comply with Toray's obligations under this Agreement, and Toray shall be responsible and liable for Kamakura Techno-Science's acts and omissions in relation to those obligations (for clarity, that includes reading "Toray" in items (a) and (b) in the preceding sentence as "Kamakura Techno-Science").

10.2 Indemnification by Bluejay

Bluejay shall defend, indemnify and hold each of Toray, its Affiliates, and their respective directors, officers, employees and agents, together with the successors and assigns of any of the foregoing (each, a "**Toray Indemnitee**") harmless from and against any and all Third Party Claims and Liabilities to the extent that such Third Party Claims and Liabilities arise directly in connection with: (a) the material breach of this Agreement by Bluejay; or (b) the willful misconduct or the gross negligence of Bluejay, unless such Third Party Claims or Liabilities arise or result from the wilful misconduct or gross negligence of Toray.

10.3 Indemnification Procedure

A Party seeking indemnification under either of the preceding two (2) clauses (an "**Indemnitee**") shall notify the other Party (the "**Indemnitor**") upon becoming aware of any Third Party Claim that may be subject to indemnification under this clause 10. Failure to provide such notice will not constitute a waiver or release of the Indemnitee's rights to indemnification, except and then only to the extent that such delay or failure materially prejudices the Indemnitor. The Indemnitee shall cooperate reasonably with the Indemnitor and its legal representatives in connection with the investigation and defense of any Third-Party Claim and/or Liability covered by this clause 10. Neither Party shall enter into any settlement, consent judgment or other voluntary final disposition of any Third Party Claim and/or Liability for which the other Party seeks indemnification under this Agreement without the prior written consent of the other Party, who shall not unreasonably withhold, condition, or delay that consent, if such settlement would: (a) impose any monetary obligation on the other Party or any of its Affiliates, (b) constitute an admission of guilt or wrong-doing by the other Party or any of its Affiliates, or (c) require the other Party or any of its Affiliates to submit to an injunction or otherwise limit the other Party's or any of its Affiliates' rights under this Agreement.

10.4 Amount Limit.

EACH PARTY'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPLACEMENT, USE OR PERFORMANCE OF ANY TORAY CHIP INTERMEDIATES SHALL IN NO CASE EXCEED THE PRICE FOR SUCH TORAY CHIP

INTERMEDIATES WHICH GIVES RISE TO THE CLAIM. FOR CLARITY, NOTWITHSTANDING ANYTHING CONTRARY HEREIN: (a) BLUEJAY SHALL PAY THE FULL AMOUNT OF THE PURCHASE PRICE TO TORAY IN ACCORDANCE WITH CLAUSE 6 OF THIS AGREEMENT; AND (b) THIS LIMITATION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER CLAUSE 10 ABOVE.

10.5 **Limitation of Damages**

EXCEPT FOR LIABILITIES ARISING OUT OF THIRD PARTY CLAIMS UNDER CLAUSES 10.1 OR 10.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, MULTIPLE OR OTHER SIMILAR DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS OR REVENUES WHETHER THEY ARE DIRECT OR INDIRECT DAMAGES) ARISING FROM OR RELATING TO THIS AGREEMENT.

11. NO ASSIGNMENT

11.1 Neither Party has the right to assign its rights, or delegate or subcontract its obligations, under this Agreement without the prior written consent of the other Party, except that:

(a) Bluejay may delegate or subcontract its obligations under this Agreement other than the payment obligations under clause 6; and

(b) Toray may delegate or subcontract its obligations under this Agreement to Kamakura Techno-Science.

11.2 Any assignment of such rights or delegation or subcontracting of such obligations not in accordance with clause 11.1 will be void.

12. COUNTERPARTS

This Agreement may be signed in any number of counterparts (electronic transmission of scanned signatures included), each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument. After electronic transmission of scanned signatures, the Parties shall, upon one (1) Party's request, execute and exchange documents with original signatures.

13. ENTIRE AGREEMENT

This Agreement sets out the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations, understandings, agreements or arrangements between the Parties, whether oral or written. Each Party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement, or undertaking except those expressly set out in this Agreement. The Parties further agree that this Agreement has been negotiated by the Parties and shall not be construed against either Party as drafter.

14. FORCE MAJEURE

Neither Party will have any liability, or be deemed to be in breach of this Agreement or any Purchase Order, for any delays or failures in performance of this Agreement, except for an obligation to make a monetary payment, that result from circumstances beyond the reasonable control of that Party, including fire, flood, tidal wave, landslide, pandemic, epidemic, quarantine, embargoes, government regulations, prohibitions or interventions, wars, acts of war (whether war be declared or not), acts of terrorism, insurrection, or riots. The Party affected by such

circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

15. **NO THIRD-PARTY BENEFICIARIES**

Except as expressly set forth herein, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities under this Agreement upon any person or entity other than the Parties hereto and their respective successors and assigns.

16. **NOTICES**

16.1 All notices under or in connection with this Agreement must be given in writing (which includes email) in English and either delivered in person or sent by registered air mail, registered courier service, or email to either an authorized representative of the other Party or the address or email set out below (or other address or email as notified to the other Party in advance in accordance with this clause), respectively.

16.2 For notices to Bluejay:

(a) Address: 360 Massachusetts Avenue, Suite 203, Acton, MA, 01720;

(b) Attention: Neil Day, President, Chief Executive Officer; and

(c) Email address: neil.day@bluejaydx.com.

16.3 For notices to Toray:

(a) Address: 1-1 Nihonbashi-muromachi 2-chome, Chuo-ku, Tokyo 103-8666 JAPAN;

(b) Attention: Akira Ito Ph.D. Deputy General Manager; and

(c) Email address: akira.ito.c2@mail.toray.

16.4 A notice given in accordance with clause 16.1 will be deemed to have been delivered: immediately if delivered in person; on the third (3rd) day after sending if given by registered air mail or registered courier service; or upon submission if delivered by email.

17. **RELATIONSHIP OF THE PARTIES**

The relationship of the Parties is that of independent contractors. Nothing in this Agreement creates, implies or evidences a partnership or joint venture between the Parties, or authorizes a Party to act as agent for the other.

18. **SEVERABILITY**

If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected, and shall remain in full force and effect.

19. **WAIVER; MODIFICATION OF AGREEMENT**

No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will

constitute a waiver of that (or any other) right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

20. **LANGUAGE**

This Agreement is written in English. If this Agreement is translated into another language, the English language version will prevail.

21. **GOVERNING LAW**

This Agreement, the Dispute Resolution clause contained in this Agreement, all Purchase Orders, and all disputes and claims arising in any way whatsoever out of or in connection with this Agreement, whether sounding in contract, tort, statute or otherwise, are governed by, construed and take effect in accordance with the laws of the State of New York, U.S.A., without regard to any conflict of law principles or rules that would result in the application of the laws of any other jurisdiction. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

22. **DISPUTE RESOLUTION**

All disputes or claims arising in any way whatsoever out of or in connection with this Agreement or any Purchase Order, whether sounding in contract, tort, statute or otherwise, shall be finally settled through binding, confidential arbitration without any right of appeal under the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators appointed in accordance with the Rules. The venue and seat of the arbitration will be Tokyo, Japan, if the arbitration is initiated by Bluejay, and New York, NY, U.S.A., if the arbitration is initiated by Toray. The language of the arbitration shall be English. The award rendered by the arbitrator or arbitrators shall be final and binding upon the Parties. Notwithstanding the foregoing provisions of this clause, either Party may apply to a court of competent jurisdiction for an order for lawful preservative or conservatory measures, including interim injunctive relief. An award issued by the arbitrator or arbitrators may be enforced in any court of competent jurisdiction.

[*Signature page follows*]

The Parties have caused this Agreement to be executed by their duly authorized officers or representatives as follows.

Bluejay Diagnostics, Inc.

DocuSigned by:
Neil Dey
AFED99C0FCDA425...

Name: Neil Dey

Title: CEO

Date: October 23, 2023

Toray Industries, Inc.

DocuSigned by:
Jun Hayakawa
BBBF96743F71417...

Name: Jun Hayakawa

Title: Deputy General Manager
Pharmaceuticals & Medical Products Division

Date: October 23, 2023

DocuSign Envelope ID: FB388733-50BC-4E4C-87E5-4974E6288E02

SCHEDULE 1 TORAY CHIP INTERMEDIATES

Product	Product number
Beads in PBS-T suspension for Pre-column	SYIM0071
PAb coated beads in suspension for Reaction Column	SYIM0081
Reagent Reservoir filled and sealed – containing: a. Wash buffer – PBS-T b. PBS-T 0.2% Tween-20 c. Monoclonal Detection Ab HRP Conjugate in solution d. Fluorescence substrate solution e. 0.01% Hydrogen Peroxide Solution	SYIM0011
Individual package bag	SYIM0051
Side label-1	SYIM0031
Side label-2	SYIM0041
Bag labels	SYIM0061
Cartridge with beads and side films	SYIM0001

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SCHEDULE 2 SPECIFICATIONS

Product	Product number	Specification Quality and Performance (*1)	Shelf Life from Date of Manufacture
Beads in PBS-T suspension for Pre-column	SYIM0071	[TBD]	[TBD]
PAb coated beads in suspension for Reaction Column	SYIM0081	[TBD]	[TBD]
Reagent Reservoir filled and sealed – containing: a. Wash buffer – PBS-T b. PBS-T 0.2% Tween-20 c. Monoclonal Detection Ab HRP Conjugate in solution d.Fluorescence substrate solution e. 0.01% Hydrogen Peroxide Solution	SYIM0011	· Colour development test The test was done, and the test was passed · Leak test The test was done, and the test was passed · Appearance Damage or non-negligible abnormalities that are visually detectable are not observed	12 months
Individual package bag	SYIM0051	· Appearance Damage or nonnegligible abnormalities that are visually detectable are not observed	Not applicable
Side label-1 Side label-2 Bag labels	SYIM0031 SYIM0041 SYIM0061	· Appearance: Damage or nonnegligible abnormalities that are visually detectable are not observed Correct information on lot number and expiration date is printed. The printing is not misaligned	Not applicable
Cartridge with beads and side films	SYIM0001	· Appearance: Damage or non-negligible abnormalities that are visually detectable are not observed	
· IL-6 measurement Performance		IL-6 measurement performs with the chips assembled SYIM0011 (Reagent Reservoir) and SYIM0001 (Cartridge) at Kamakura Techno-Science. The result	

		adapted to the specifications described below · Sensitivity 1. 0 pg/mL Mean value + 3SD < 10 pg/mL Mean value - 3SD 2. 10,000 pg/mL Mean value/ 5,000 pg/mL Mean value > 1.2 · Within-run reproducibility CV% values are not more than 20%: IL-6 concentration is calculated from calibration curve using 4 measurement point (exclude the maximum and the minimum) from fluorescence signals which are obtained 6 times measurement at 100, 1000, 5000 pg/mL · Centrifugal force tolerance test After measuring the calibration curve, 6 chips should be centrifuged at 5,000 rpm for 5 minutes (3 times) and there should be no leaks	

*1: For the purpose of evaluating whether Toray Chip Intermediates to be delivered conform to the Specifications for performance only, Toray will manufacture Chip Products using Toray Chip Intermediates and perform certain tests before shipment. If the result of the test shows that the performance conforms to the Specifications, Toray will ship Toray Chip Intermediates pursuant to the applicable Purchase Order. For the avoidance of doubt, Bluejay may conduct similar tests for its completed Chip Products using such Toray Chip Intermediates, and the alleged inconformity relating to performance will be discussed and resolved in accordance the timeline set forth in clause 7.2, provided that the results of those tests by Bluejay will not conclude whether or not the performance of such Toray Chip Intermediates conforms to the Specifications for the purpose of the quality control inspection tests under clause 7.2. Bluejay and Toray shall work together to align performance testing methods by (a) sharing testing methods, equipment and materials and (b) performing testing to show that Bluejay's tests are equivalent to Toray's tests by (i) Bluejay's using an Ushio analyzer currently in storage and sharing frozen plasma samples with Kamakura Techno-Science (ii) Kamakura Techno-Science's using those samples with its own Ushio analyzer and (iii) other agreed conditions.

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SCHEDULE 3 LABELLING, PACKAGING AND STORAGE

Product	Product number	Labelling, Packaging & Storage
Beads in PBS-T suspension for Pre-column	SYIM0071	[TBD]
PAb coated beads in suspension for Reaction Column	SYIM0081	[TBD]
Reagent Reservoir filled and sealed – containing: a. Wash buffer – PBS-T b. PBS-T 0.2% Tween-20 c. Monoclonal Detection Ab HRP Conjugate in solution d. Fluorescence substrate solution e. 0.01% Hydrogen Peroxide Solution	SYIM0011	Sealed container with labelling showing Lot #, Amount, Expiration Date, and Storage at 2-10ºC
Individual package bag	SYIM0051	Sealed package with labelling showing Lot #, Amount
Side label-1	SYIM0031	Sealed package with labelling showing Lot #, Amount
Side label-2	SYIM0041	Sealed package with labelling showing Lot #, Amount
Bag labels	SYIM0061	Sealed package with labelling showing Lot #
Cartridge with beads and side films	SYIM0001	Sealed container with labelling showing Lot #, Amount, Expiration Date, and Storage at 2-10ºC

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SCHEDULE 4 PRICE

Product	**Product number**	Unit of measure (UOM)	Cost per UOM
1) Beads in PBS-T suspension for Pre-column	SYIM0071	[TBD]	[TBD]
2) PAb coated beads in suspension for Reaction Column	SYIM0081	[TBD]	[TBD]
3) Reagent Reservoir filled and sealed – containing	SYIM0011	each	$6.20
a. Wash buffer – PBS-T			
b. PBS-T 0.2% Tween-20			
c. Monoclonal Detection Ab HRP Conjugate in solution			
d. Fluorescence substrate solution			
e. 0.01% Hydrogen Peroxide Solution			
4) Individual package bag	SYIM0051	each	$0.06
5) Side label-1	SYIM0031	each	$0.71 (for Side label-1 and Side Label-2 combined)
6) Side label-2	SYIM0041	each	
7) Bag labels	SYIM0061	each	$0.32
8) Cartridge with beads and side films	SYIM0001	each	$42.25
9) Discount for set price of Toray Chip Intermediates (Applicable only when No.3-8 are purchased as a set)		each	-$0.76

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SCHEDULE 5 FORM OF PURCHASE ORDER



Purchase Order

Date
PO #

Quote #

Buyer

Vendor
Toray Industries, Inc
1-1, Nihonboshi-muromachi
2 Chrome, Chuo-ku
Tokyo 103-8666
Japan

Bill To
Bluejay Diagnostics, Inc.
360 Massachusetts Ave, Suite 203
Acton MA 01720
United States

Ship To
Bluejay Diagnostics, Inc.
42 Nagog Park, Suite 110
Acton MA 01720
United States

Item	Quantity	Description	Rate	Amount

Total

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 30 day of July, 2021 (the "Effective Date") Bluejay Diagnostics, Inc. a Delaware Corporation with an office at 360 Massachusetts Avenue, Suite 203, Acton MA 01720, USA ("Bluejay") and Sanyoseiko Co., Ltd., with its headquarters at 1435, Ozawa, Saruhashi-machi, Otsuki-shi, Yamanashi 409-0616, Japan ("Company"" or "Service Provider").

BACKGROUND

WHEREAS, Company provides services, consulting, design, manufacturing, hardware updates/upgrades, software and firmware updates/upgrades, fulfillment and shipping services; and

WHEREAS, Bluejay is engaged in the development, manufacturing, sales, and marketing of medical tests and devices; and

WHEREAS, Company and Bluejay desire to enter into this Agreement to collaboratively complete the Services (as defined herein); and

WHEREAS, in consideration of Bluejay entering into this Agreement, Company has agreed not to compete with Bluejay under the conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the covenants and representations contained herein and intending to be legally bound, Company and Bluejay (each a "Party" and collectively the "Parties"), agree as follows:

1. Services

1.1 Subject to the terms and conditions of this Agreement, Company will provide services to Bluejay. Services may include consulting, contract manufacturing, engineering design, aesthetic design, packaging, labeling, regulatory affairs, quality management, software design, testing, sourcing, research, and development.

2. Term and Termination

2.1 This Agreement shall commence on the Effective Date and shall continue for three (3) years thereafter (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term" and, collectively with the Initial Term, the "Term") unless terminated by either party upon ninety (90) days prior written notice.

2.2 Either party may terminate this Agreement for failure of the other to comply with any material term or condition of this Agreement, if corrective action is not taken within thirty (30) days after written notice or such failure has been provided to the other party

2.3 If either party becomes or is declared insolvent or bankrupt, is the subject to any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party may, by giving written notice to such party, terminate this Agreement as of a date specified in such notice of termination; provided that the foregoing shall not apply with respect to any

involuntary petition in bankruptcy filed against a party unless such petition is not dismissed within sixty (60) days of such filing.

3. **Press Releases**

3.1 Bluejay may, from time to time, refer to Company directly or indirectly in a media release, promotional or marketing materials, lists, or business presentations relating to this Agreement or the subject matter of this Agreement (each, a "Disclosure") after mutual discussion on the timing and contents of Disclosure.

3.2 Company grants to Bluejay a limited, non-exclusive, fully-paid, and non-transferable license and right to use or copy Company's trademarks and copyrights including, without limitation, the name "SANYOSEIKO", in connection with Company performance under this Agreement and in connection with any Disclosure. The license granted hereunder does not include any ownership interest in Company's trademarks or copyrights and does not include the right to modify or alter in any way such trademarks or copyrights.

4. **Reporting; Record Keeping and Inspection**

4.1 Company shall keep complete, true and accurate records of all manufacturing, suppliers, revisions, expenses made, and any other related matters pertaining to the Services rendered according to applicable regulations, such as United States 21 CFR 820 quality system regulations. Such records shall be released to Bluejay within thirty (30) business days after Bluejay's request, or within sixty (60) days upon completion of the Services or if the Agreement is terminated.

5. **Confidential Information**

5.1 "Confidential Information" means any and all information of any kind disclosed by the one Party to the other whether in oral, written, electronically transmitted or any other format, including without limitation, data, software, business plans, work plans, cost and pricing information, pricing methodologies, purchasing information, client lists, member lists, finances, programs, products, processes, methods, techniques, mathematical formulae, algorithms, know-how, concepts, ideas, computer programs, volumes, invoices, pickup or destination points, subcontractor or vendor network, promotions, operations or business relationships, all customer information and all record-bearing media disclosing such information and techniques. Without limitation to the foregoing, Inventions and information related thereto shall be deemed the Confidential Information of Bluejay and not Company.

5.2 Each Party receiving Confidential Information hereunder (the "Receiving Party") shall keep in confidence and shall use the Confidential Information of the other Party (the "Disclosing Party") only for the purpose of performing hereunder. The Receiving Party shall apply no lesser security measures and degree of care (and in any event no less than reasonable care) to Confidential Information of the Disclosing Party than it applies to its own confidential or proprietary information of like importance. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any Third Party, other than those officers, directors, employees, agents or representatives of the Receiving Party or its Affiliates who have a need to know such Confidential Information for the purpose of performing hereunder and who are bound in writing to keep such Confidential Information confidential consistent with the obligations under this Agreement. The Receiving Party is and shall remain responsible for any breach of confidentiality by any such officers, directors, employees, agents or representatives of the Receiving Party or its affiliates.

5.3 Confidential Information shall not include any information that: (a) the Receiving Party can reasonably demonstrate from its written records was in its possession or the possession of its affiliates prior to receipt from the Disclosing Party, (b) the Receiving Party can reasonably demonstrate from its written records was independently developed by it or its affiliates without use of the Confidential Information of the Disclosing Party, (c) is at the time of disclosure or becomes publicly known, through no fault of the Receiving Party or anyone to whom the Receiving Party has legitimately disclosed the same under this Agreement, (d) the Receiving Party can reasonably demonstrate from its written records that such information was furnished to it by a third party without breach of a duty to the Disclosing Party.

5.4 The Receiving Party may disclose the Confidential Information of the Disclosing Party to the extent required by law or by order of the court or other governmental agency to disclose so long as to the extent permitted by the applicable law the Receiving Party notifies the Disclosing Party in writing of the requirement to disclose prior to such disclosure in order to allow the Disclosing Party a reasonable opportunity to seek an appropriate protective order or other means to protect the confidentiality of such Confidential Information, and reasonably assists the Disclosing Party in obtaining such protection.

5.5 The Receiving Party acknowledge and agree that the Disclosing Party would be irreparably harmed if this Section 5 is not complied with in accordance with its specific terms or is otherwise breached. Accordingly, it is agreed that Disclosing Party shall be entitled to an injunction or injunctions to prevent breaches of this Section and shall have the right to specific enforcement of this Section and its terms and provisions against the Receiving Party in addition to any other remedy to which Disclosing Party may be entitled under this Agreement, at law or in equity

6. **Intellectual Property**

6.1 Company Intellectual Property. Any and all intellectual property in any form, including but not limited to, patens, trademarks, utility models, designs, copyrights, trade secrets, technical facts, know-how, data or advice in written or oral form (the "Intellectual Property") owned by Company prior to the Effective Date or newly developed independent of this Agreement by Company shall remain the sole property of Company. Nothing contained in this Agreement shall be construed to transfer the ownership to any such Intellectual Property owned by Company to Bluejay.

6.2 Invention Rights. Company shall promptly disclose to (and only to) Bluejay any idea, design, concept, technique, invention, discovery or improvement, whether or not patentable, made solely by Company or jointly by Company with one or more employees, agents or consultants of Bluejay in connection with Company' performance of its obligations under this Agreement (each an "Invention"). All Intellectual Property newly conceived or arising in the course of the performance by Company of its obligations hereunder, whether alone or jointly with Bluejay, shall be, and hereby is, assigned by Company to Bluejay. Company shall take such actions, including executing and delivering such documents, as Bluejay may request from time-to-time to compete, evidence or perfect such assignment.

6.3 Bluejay Intellectual Property. Unless specifically granted otherwise, nothing contained in this Agreement shall be construed to grant Company a license or in any way give ownership to any Bluejay-owned Intellectual Property, except that Company shall have access to such Bluejay-owned Intellectual Property solely as required for Company to fulfill, and solely for the purpose of fulfilling, its contractual obligations herein.

7. **Representations and Warranties**

Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver this Agreement; (ii) this Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) this Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of this Agreement does not conflict with any agreement, understanding or document to which it is a party.

8. **Disclaimers of Warranties**

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). EACH PARTY SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING: (I) THE AMOUNT OF REVENUE THAT THE OTHER PARTY MAY RECEIVE DURING THE TERM; AND (II) ANY ECONOMIC OR OTHER BENEFIT THAT THE OTHER PARTY MIGHT OBTAIN THROUGH ITS PARTICIPATION IN THIS AGREEMENT.

9. **Indemnification and Liability**

9.1 Indemnification by Company. Company shall defend, indemnify and hold each of Bluejay, its Affiliates, and their respective directors, officers, employees and agents, together with the successors and assigns of any of the foregoing (each, a "Bluejay Indemnitee") harmless from and against any and all claims, suits, actions, demands or judgments made by a Third Party (collectively, "Third Party Claims") and any and all resultant liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees) ("Liabilities"), to the extent that such Third Party Claims and Liabilities arise, directly or indirectly out of, or in connection with (a) Company' negligence or willful misconduct, including without limitation with respect to the Services, (b) Company' violation of Applicable Laws, and (c) the breach by Company of any of its representations and warranties hereunder.

9.2 Indemnification by Bluejay. Bluejay shall defend, indemnify and hold each of Company, its Affiliates, and their respective directors, officers, employees and agents, together with the successors and assigns of any of the foregoing (each, a "Company Indemnitee") harmless from and against any and all Third Party Claims and Liabilities to the extent that such Third Party Claims and Liabilities arise, directly or indirectly out of, or in connection with (a) Bluejay's negligence or willful misconduct, (b) Bluejay's violation of Applicable Laws, and (c) the breach by Bluejay of any of its representations and warranties hereunder.

9.3 Procedure. A Party seeking indemnification under Section 9.1 or Section 9.2 (an "Indemnitee"), shall notify the other Party (the "Indemnitor") upon becoming aware of any Third Party Claim that may be subject to indemnification under this Section. Failure to provide such notice shall not constitute a waiver or release of the Indemnitee's rights to indemnification, except to the extent that such delay or failure materially prejudices the Indemnitor. The Indemnitee shall cooperate reasonably with the Indemnitor and its legal representatives in connection with the investigation and defense of any Third-Party Claim and/or Liability covered by this Section. Neither Party shall enter into any settlement, consent judgment or other voluntary final disposition of any Third Party Claim and/or Liability for which the other Party seeks indemnification hereunder without the prior written consent of the other Party, if such settlement would: (a) impose any monetary obligation on the other Party or any of its Affiliates, (b) constitute an admission of guilt or wrong-doing by the other Party or any of its Affiliates, or (c) require

the other Party or any of its Affiliates to submit to an injunction or otherwise limit the other Party's or any of its Affiliates' rights under this Agreement.

9.4 Limitation of Damages. EXCEPT AS ARISING FROM A BREACH OF CONFIDENTIALITY UNDER SECTION 5 OR FOR LIABILITIES ARISING OUT OF THIRD PARTY CLAIMS UNDER SECTIONS 9.1 OR 9.2, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, MULTIPLE OR OTHER SIMILAR DAMAGES (INCLUDING ANY CLAIMS FOR LOST PROFITS OR REVENUES) ARISING FROM OR RELATING TO THIS AGREEMENT THE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY BLUEJAY FOR THE PRODUCTS.

10. Miscellaneous

10.1 Assignment. Neither Party has the right to assign its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that (a) either Party may assign this Agreement and all of its rights and obligations hereunder, without such consent, to a person that acquires all or majority of the shares or assets of such Party (or the business or assets to which this Agreement pertains) whether by merger, consolidation, reorganization, acquisition, sale, license or otherwise, and (b) each Party may assign this Agreement and all of its rights and obligations hereunder, without such consent, to an Affiliate if the assigning Party remains liable and responsible for the performance and observance of all of the Affiliate's duties and obligations hereunder. Any assignment not in accordance with this Section shall be void.

10.2 Counterparts. This Agreement may be signed in any number of counterparts (electronic transmission of scanned signatures included), each of which shall be deemed an original, but all of which shall constitute one and the same instrument. After electronic transmission of scanned signatures, the Parties shall, upon one Party's request, execute and exchange documents with original signatures.

10.3 Entire Agreement. This Agreement contains the full and complete understanding of the Parties with respect to the subject matter therefor and supersedes all the prior representations and understandings, whether oral or written except the Development Agreement made and entered into between the Parties as of May 7, 2021. Each party acknowledges that it has not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Other than in relation to any fraudulent misrepresentation or fraudulent concealment prior to the execution of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement.

10.4 Force Majeure. Neither Party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

10.5 Governing Law; Jurisdiction. Any disputes arising out of or relating to this Agreement will be governed by, and construed and interpreted in accordance with, the laws of New York, without regard to any choice of law principle that would require the application of the law of another jurisdiction. The United Nations Convention on the International Sale of Goods shall not be applicable to this Agreement.

10.6 Dispute Resolution. All disputes arising out of or in connection with this Agreement or any Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of arbitration shall be in Tokyo, Japan if initiated by Bluejay and in New York, NY, the USA if initiated by Company. The language of the arbitration shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties. Notwithstanding aforementioned, either Party may apply to a court of competent jurisdiction for an order for lawful preservative or conservatory measures, including interim injunctive relief (whether prohibitory or mandatory) in cases of due urgency only.

10.7 No Third-Party Beneficiaries. Except as expressly set forth herein, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person or entity other than the Parties hereto and their respective successors and assigns.

10.8 Notice. All notices under this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by overnight courier service, to the attention of the authorized representative at the addresses of the respective Parties set forth in the first paragraph of this Agreement.

10.9 Relationship of the Parties. The relationship of the Parties is that of independent contractors. Nothing in this Agreement creates, implies or evidences a partnership or joint venture between the Parties, or authorizes a Party to act as agent for the other.

10.10 Use of Trademark and Name. Company may not use Bluejay's name or trademarks, or refer to or disclose the existence of this Agreement or the obligations performed hereunder, directly or indirectly, without the prior written consent of Bluejay's Corporate Communications department.

10.11 Validity/Severability. If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected, and shall remain in full force and effect.

10.12 Waiver; Modification of Agreement. No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that (or any other) right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that (or any other) right or remedy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BLUEJAY DIAGNOSTICS, INC.

By: _____

Name: Neil Dey

Title: CEO

07/22/21

SANYOSEIKO, CO., LTD.

By: _____

Name: AUTOSHI SHIRAKAWA

Title: CEO.

22/07/2021

AGREEMENT TO AMEND THE MASTER SERVICE AGREEMENT AND THE MASTER SUPPLY AGREEMENT

This Agreement to Amend the Master Supply Agreement and Master Service Agreement (this "**Agreement**") is effective as of October 3rd, 2025, between:

(A) Bluejay Diagnostics, Inc., a Delaware Corporation with an office at 360 Massachusetts Avenue, Suite 203, Acton MA 01720 ("**Bluejay**"); and

(B) Sanyoseiko Co., Ltd., with its headquarters at 1435, Ozawa, Saruhashi-machi, Otsuki-shi, Yamanashi 409-0616, Japan ("**SANYOSEIKO**").

BACKGROUND

Bluejay is engaged in the development, manufacturing, sales, and marketing of medical tests and devices.

SANYOSEIKO provides package design, product/kit manufacturing, hardware updates/upgrades, software and firmware updates/upgrades, fulfillment and shipping services required by Company' customers.

Bluejay and SANYOSEIKO have entered into a Master Supply Agreement and Master Service Agreement, both effective July 30, 2021 (the "**Master Agreements**").

The Parties agree to amend the Master Agreements as set out below.

1. DEFINITIONS; GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION

1.1 Capitalized terms used in this Agreement have the meanings defined for them in the corresponding Master Agreement unless defined otherwise in this Agreement.

1.2 Provisions of the Master Agreements not expressly amended by this Agreement continue in full force and effect.

1.3 Section 10.5 (Governing Law; Jurisdiction) and Section 10.6 (Dispute Resolution) of the Master Service Agreement apply *mutatis mutandis* to this Agreement.

2. AMENDMENTS TO MASTER SERVICE AGREEMENT

The Parties agree to replace the provisions of Section 1 of the Master Service Agreement with the provisions set out below. "Exhibit A" below refers to Schedule 1 of this Agreement.

1.1 Subject to the terms and conditions of this Agreement, Company will provide services to Bluejay in accordance with a statement of work substantially in the form attached as Exhibit A or in other such form as agreed between the Parties (each, a "**SOW**").

1.2 "**Services**" means the services set out in a SOW and includes consulting, contract manufacturing, engineering design, aesthetic design, packaging, labeling, regulatory affairs, quality management, software design, testing, sourcing, research, and development in respect of certain analyzers, cartridges, or other products specified by Bluejay.

1.3 In agreeing on a SOW, Bluejay shall deliver a draft SOW to the Company, and the Company shall prepare and submit to Bluejay a quotation based on the SOW. If Bluejay signs the quotation and delivers it to the Company, the signed quotation shall be deemed to be an order. Upon the Company's signing the order and delivering it to Bluejay, the order and SOW shall be deemed to be agreed between the Parties. No SOW will be effective unless and until it has been agreed to and signed by authorized representatives of both Parties. Once a SOW has been so signed, the SOW and Master Service Agreement will together constitute one and the same agreement.

1.4 Company shall perform all Services in a timely and professional manner and with all due skill and care.

1.5 Unless expressly provided for otherwise in a SOW, Company shall, by the end of each calendar month, deliver to Bluejay the deliverables of the Services together with the corresponding invoice, and Bluejay shall make payment of such invoice within 30 calendar days after receipt of Company's proper invoice.

1.6 If after the end of a third consecutive calendar month in a given calendar year the Company has not performed any Services for Bluejay in that three-month period and Bluejay has not issued a draft SOW to the Company in that three-month period, the Company may invoice Bluejay for a reasonable amount, agreed upon discussion with Bluejay, to offset an agreed portion of the Company's personnel and facility costs in connection with the storage and maintenance of Bluejay's equipment stored at the Company. Bluejay shall pay any such agreed amount within 30 calendar days after receipt of the Company's proper invoice with all accompanying documents reasonably requested by Bluejay, including, without limitation, evidence of the costs and their calculation methods and documentation demonstrating that the costs are consistent with Fair Market Value (which means a price that would be paid by a willing buyer to a willing seller for comparable personnel and facility services, in an arm's-length transaction, determined without regard to any business relationship between the parties other than under this Agreement). If, notwithstanding good faith discussions between the Company and Bluejay, the parties are unable to reach an agreement on the above-mentioned reasonable amount, the Company may terminate this Agreement and the Master Supply Agreement entered into between the parties on July 30, 2021. In such event, Bluejay shall promptly remove its equipment stored at the Company in accordance with clause 10.3 of the Equipment Purchase Agreement entered into between the parties on 7 November 2022.

3. **AMENDMENTS TO MASTER SUPPLY AGREEMENT**

3.1 The Parties agree to replace Exhibits A, B, and E of the Master Supply Agreement with Schedules 2, 3, and 4 of this Agreement, respectively.

3.2 The Parties agree to replace Exhibit C of the Master Supply Agreement with Schedule 5 of this Agreement.

[Signature page follows]

Bluejay and SANYOSEIKO have executed this Agreement by their respective duly authorized representatives.

BLUEJAY DIAGNOSTICS, INC.	**SANYOSEIKO CO., LTD**
By: _____	By: _____
Name: Neil Dey	Name: Futoshi Shirakawa
Title: CEO	Title: CEO
Date: _____	Date: _____

[Schedules 1 – 4 follow]

SCHEDULE 1: NEW EXHIBIT A OF MASTER SERVICE AGREEMENT

EXHIBIT A

Form of Statement of Work

[To be inserted]

This Statement of Work may be amended by mutual agreement of the Parties.

SCHEDULE 2: AMENDED EXHIBIT A OF MASTER SUPPLY AGREEMENT

EXHIBIT A

Products and Specifications

Symphony Fluorescence Immunonalyzer

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

This specification may be amended by mutual agreement of the Parties.

Symphony Fluorescence Immunoanalyzer Power Cable

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony Balance Cartridge

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Labeling and Packaging

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony IL-6 Cartridge

To be defined.

SCHEDULE 3: AMENDED EXHIBIT B OF MASTER SUPPLY AGREEMENT

EXHIBIT B

Quality Control

Symphony Fluorescence Immunonalyzer

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

This specification may be amended by mutual agreement of the Parties.

Symphony Fluorescence Immunoanalyzer Power Cable

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony Balance Cartridge

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Labeling and Packaging

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony IL-6 Cartridge

To be defined

SCHEDULE 4: AMENDED EXHIBIT E OF MASTER SUPPLY AGREEMENT

EXHIBIT E

Technology and Procedures

Symphony Fluorescence Immunonalyzer

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

This specification may be amended by mutual agreement of the Parties.

Symphony Fluorescence Immunoanalyzer Power Cable

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony Balance Cartridge

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Labeling and Packaging

Refer to SIA-101 Product Specification Rev.1.7 issued Nov.27th 2023

Symphony IL-6 Cartridge

To be defined

SCHEDULE 5: AMENDED EXHIBIT C OF MASTER SUPPLY AGREEMENT

PURCHASE AND SUPPLY

Purchase and Supply Obligations. For the term set forth in this Master Supply Agreement, Bluejay will purchase the Products listed in the table below from Company and Company shall supply the Products listed in the table below to Bluejay.

Supply Capacity and Stock. The Company's supply capacity and the necessary stock of the Products to be supplied by the Company shall be determined through consultation between the Parties after the completion of the development of the Products.

Price. The price for the Products are listed in the table below on a FOB basis (INCOTERMS 2020) and shall not include any import duties or sales, use, or excise taxes of any jurisdiction, all of which, if and to the extent applicable, are the responsibility of Bluejay. Detailed terms relating to the purchase and supply of the Products shall be further discussed and determined by the Parties.

Product	**Price**
Symphony Fluorescence Immunoanalyzer	To Be Determined
Power Cable	Included with Symphony Fluorescence Immunoanalyzer
Symphony Balance Cartridge	Included with Symphony Fluorescence Immunoanalyzer
Labeling and packaging for all Products	Included with Symphony Fluorescence Immunoanalyzer
Symphony IL-6 Cartridge	To Be Determined

Exhibit 99.1

FOR IMMEDIATE RELEASE

Bluejay Diagnostics and SanyoSeiko Expand Strategic Partnership to Advance Commercialization of Symphony Platform

Acton, MA, USA and Yamanashi, Japan – October 9, 2025 – Bluejay Diagnostics, Inc. (NASDAQ: BJDX) ("Bluejay"), a medical diagnostics company focused on developing rapid near-patient testing solutions for critical care, today announced that it has entered into an Agreement to Amend the Master Service Agreement and the Master Supply Agreement with SanyoSeiko Co., Ltd. ("SanyoSeiko"), a Japan-based contract manufacturer specializing in medical devices and precision engineering.

The amended agreement was entered into in connection with Bluejay expanding SanyoSeiko's role in helping to commercialize Bluejay's Symphony platform, a near-patient testing system designed to provide rapid and reliable results for key biomarkers such as IL-6 in sepsis management.

Pursuant to statements of work that Bluejay has begun providing to Sanyoseiko under this agreement, Sanyoseiko will provide end-to-end support for the Symphony platform, including supporting the manufacturing redevelopment process for analyzers and cartridges (with hardware, software, and design updates), managing raw material sourcing and vendor compliance, and serving as Bluejay's contract manufacturing organization for analyzers, cartridges, and related components. In this capacity, Sanyoseiko will oversee fulfillment, kit assembly, labeling, packaging, shipping, and quality control of manufactured products, while also providing regulatory and quality management support, and equipment storage and maintenance.

"This expanded partnership marks a key milestone in Bluejay's commercialization strategy for the Symphony platform," said Neil Dey, CEO of Bluejay. "By formalizing SanyoSeiko's role as manufacturing partner, we strengthen our supply chain resilience, secures high-quality production capacity, and advances readiness for broader clinical validation and market introduction."

"We are excited to extend our partnership with Bluejay Diagnostics," added Futoshi Shirakawa, CEO of SanyoSeiko Co., Ltd. "Our technical capabilities and manufacturing experience will support the successful commercialization of Symphony, a platform with the potential to make a meaningful impact in critical care diagnostics worldwide."

Hogan Lovells

About Bluejay Diagnostics:

Bluejay Diagnostics, Inc. is a medical diagnostics company focused on improving patient outcomes using its Symphony System, a cost-effective, rapid, near-patient testing system for sepsis triage and monitoring of disease progression. Bluejay does not yet have regulatory clearance for the Symphony System, and we will need to receive regulatory authorization from the U.S. Food and Drug Administration before Symphony can be marketed as a diagnostic product in the United States. Bluejay's first product candidate, an IL-6 Test for sepsis, is designed to provide accurate, reliable results in approximately 20 minutes from 'sample-to-result' to help medical professionals make earlier and better triage/treatment decisions. More information is available at www.bluejaydx.com.

About SanyoSeiko Co., Ltd.

SanyoSeiko Co., Ltd., headquartered in Yamanashi, Japan, is a precision engineering and contract manufacturing company with expertise in medical device design, development, and production. The company provides high-quality solutions in hardware, software, packaging, and fulfillment for global healthcare partners. More information is available at https://sanyoseiko.co.jp/en/

Forward-Looking Statements:

This press release contains statements that the Company believes are "forward-looking statements" within the meaning of the Private Litigation Reform Act. Forward-looking statements in this press release include, without limitation, statements pertaining to Bluejay's relationship with SanyoSeiko and the work SanyoSeiko has been requested to undertake for Bluejay supporting the manufacturing process redevelopment, supply chain management, and manufacturing of Bluejay's Symphony platform. Forward-looking statements may be identified by words such as "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "seeks," "should," "suggest," "will," and similar expressions. The Company has based these forward-looking statements on its current expectations and projections about future events, nevertheless, actual results or events could differ materially from the plans, intentions and expectations disclosed in, or implied by, the forward-looking statements the Company makes. These statements are only predictions and involve known and unknown risks, uncertainties, and other factors, including market and other conditions and those discussed under item 1A. "Risk Factors" in our Form 10-K for the fiscal year ended December 31, 2024, as filed with the Securities and Exchange Commission (the "SEC") on March 31, 2025, and in Part II, Item 1A, "Risk Factors" in its Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2025 and June 30, 2025, filed with the SEC on May 13, 2025 and August 7, 2025, respectively. You should not place undue reliance on these forward-looking statements, as they are subject to risks and uncertainties, and actual results and performance in future periods may not occur or may be materially different from any future results or performance suggested by the forward-looking statements in this release. This press release speaks as of the date indicated above. The Company undertakes no obligation to update any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by law. The Company expressly disclaims any obligation to update or revise any forward-looking statements found herein to reflect any future changes in the Company's expectations of results or any future change in events, except as required by law.

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Hogan Lovells