

Takeda Sleep Innovation Challenge

Terms & Conditions

18th July 2023

1. Conditions and Purpose of the Challenge.

Takeda Development Center Americas, Inc. 95 Hayden Avenue Lexington, Massachusetts 02421 USA and its Affiliates (as defined below) (collectively hereinafter referred to as “Takeda”) is conducting a skill challenge where companies, innovators and entrepreneurs are invited to participate (“Challenge”). The Challenge is announced on Takeda’s challenge web-service, www.ichallenge.takeda.com. (“Challenge Invitations”). The purpose of the Challenge is to select and award companies (the “Winner(s)”) such purpose to be further explained in the Challenge Invitation set forth below. Information on how to apply, applicable deadlines and the award for the Challenge and associated Terms and Conditions are provided hereinbelow (“Terms”). “Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with a party.

For the Challenge Takeda may be supported by a third party (i.e., Brightidea Inc., 25 Pacific Ave, San Francisco, CA 94111 USA) engaged by Takeda (Takeda individually hereinafter also referred to as the “Organizer” and jointly with such third party as “Organizers”).

BY SUBMITTING AN APPLICATION (“Application”) on www.ichallenge.takeda.com, APPLICANTS ACCEPT AND AGREE TO COMPLY WITH THE TERMS AND THE DECISIONS OF TAKEDA, WHICH WILL BE FINAL AND BINDING IN ALL RESPECTS, INCLUDING TAKEDA’S RIGHT TO VERIFY ELIGIBILITY, TO INTERPRET THE TERMS, AND TO RESOLVE ANY CLAIMS OR DISPUTES RELATING TO THE CHALLENGE AT ANY TIME. APPLICANTS MAY NOT SUBMIT AN APPLICATION TO THE CHALLENGE AND ARE NOT ELIGIBLE TO RECEIVE ANY AWARD DESCRIBED IN THESE TERMS UNLESS THEY AGREE TO THESE TERMS. THESE TERMS FORM A BINDING LEGAL AGREEMENT BETWEEN APPLICANTS AND TAKEDA WITH RESPECT TO THE CHALLENGE.

The Challenge is open to individuals, groups or organisations who are at least the legal age of majority in their state or province and country of residence prior to the date of entry. Applications should only be submitted by authorized representatives of Applicant applying for the Challenge (“Applicant”).

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE CHALLENGE. VOID WHERE PROHIBITED. THE CHALLENGE IS OPEN TO ENTITIES LOCATED WITHIN THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS, AND WORLDWIDE, EXCEPT FOR CUBA, IRAN, SYRIA, NORTH KOREA, AND CRIMEA, DONETSK OR LUHANSK REGIONS OF UKRAINE.

In the event of any inconsistency between these Terms and any other provisions published or otherwise communicated in relation to the Challenge, these Terms shall prevail.

2. The Challenge Invitation.

In the Challenge, Takeda is seeking ideas, solutions, technologies or services that can transform the sleep disorder patient journey including, but not limited to, in the following challenge categories (a) Empowering patients to receive early diagnosis, (b) Devices and technologies to capture rare sleep disorder biomarkers, and (c) AI based clinical decision support platforms at the point of care.

The Challenge is open to eligible startups and other companies with established proof-of-concept, evidence

of product-market fit and business model potential, and those that are actively seeking pilot opportunities.

Winners will be selected by a panel of judges appointed by Takeda consisting of internal and or external professionals who specialize in fields related to health technology and or sleep-wake disorders. All submissions will be evaluated impartially based on criteria such as originality, technical novelty, potential impact for improving disease education or patient symptom recognition/recordation. Selection criteria involves subjective interpretation and is at Takeda's sole discretion as to which submissions are selected as most potentially relevant to the Challenge Invitation.

Winners will receive the potential to enter into a written agreement with Takeda to potentially continue development of the winning idea and, if successfully approved, bring it to market through one or more types of business arrangements, including Proof-of-Concept funding, Co-Creation Project to Investment, and Business Alliance.

A summary of the Challenge process and timeline ("Challenge Period") is as follows:

- Entry Period Begins – August 22, 2023
 - Entry Period Closes – September 23, 2023
 - Winners Chosen/Announced – October / November 2023
 - *Negotiation and potential execution of co-development/licensing agreement begins – November 2023
- *This is a non-cash award event.** Neither Takeda nor the Challenge winners are obligated to enter into a any subsequent definitive agreement nor is there any guaranty that such mutually agreeable agreement will be reached.

3. Application Procedure.

The Applicant shall submit its candidature exclusively by registering on the Challenge website (paper Applications will not be considered), in accordance with the instructions provided (the "Application").

Applications shall contain all information required, including but not limited to: Applicant name, email and mailing address, team size, phone number, and a demonstration of a validated hypothesis or preliminary proof-of-concept around how the Application addresses key problems, a description of the entry and its value proposition.

An Application is not complete until all the online prompts and instructions to upload the entry have been properly followed and these Terms have been affirmatively accepted, and the Applicant has agreed to these Terms. Applications will not be returned, and the Application itself in the form, format and compilation of information as submitted (but not as to the subject matter of the Application) shall become the property of Takeda.

By submitting an Application, the Applicant agrees that (a) the information provided is complete, correct and accurate in all material respects and that (b) the Application is the original work of Applicant and that (c) its Application and/or registration may be rejected or terminated and all Applications submitted by it may be disqualified, if any of the registered information is (or Takeda have reasonable grounds to believe it is) incomplete, incorrect or inaccurate. All Applications must be in English or in language specified in the Challenge Invitation. Entry attachments may be submitted in .pdf, .xls, .xlsx, .doc, docx, .ppt, or .pptx formats. Links to publicly available online videos or supplemental information (e.g., YouTube) can be included in your Application.

Applications are deemed to be within the scope of the employment, as an employee, contractor, or agent of the entity submitting the Application. The person submitting the Application warrants that (i) such entity

has full knowledge of actions and has consented thereto, including to the Terms and Applicant's potential receipt of an award and (ii) the submission of the Application and any actions taken in connection therewith do not violate the employer or such entity's policies and procedures. The Application is free of charge and without purchase obligation for the Applicant or for the Organizers. The Organizers may perform a preliminary relevance check (the "Preliminary Check"), to verify that the entries made by the Applicant are relevant to the purpose of the Challenge. Takeda shall have the last say in this review. The decision regarding late or non-conforming Applications for Applicants is final.

Notwithstanding the foregoing, the Organizers reserve the right not to select any Applicant as Winner if none of the Applicants meets the Takeda selection criteria. Any Applicant which does not abide by the Rules during its Application and at any time during the Challenge will be automatically and without previous notification, disqualified from the Challenge and shall not be awarded.

Takeda will inform about the necessary details and process requirements for Application. Only complete Applications will be considered.

Applicant's submission of the Application by electronic means is at its own responsibility and risk. Takeda shall not be liable for loss of data and illegal intrusion into the respective systems by third parties.

Not eligible to participate in the Challenge or submit and Application are:

- employees, interns, contractors, representatives, agents and officers of Takeda or any of its Affiliates and their immediate family members (such as parents, siblings, children, spouses, life partners);
- in the United States: patients participating in any U.S. government, state, or federally funded medical or prescription benefit programs, including Medicare, Medicaid, Medigap, VA, DOD, and TRICARE. This includes patients participating in a Managed Medicaid plan or who have Medicaid as secondary insurance;
- persons or entities convicted of a felony in their jurisdiction of residence or any foreign jurisdiction at any point in time;
 - a person or entity under U.S. or other country export controls or sanctions, including without limitation, residents of or persons or entities established in Cuba, Iran, Syria, North Korea, and the Crimea, Donetsk or Luhansk regions of Ukraine;

a person or entity that does not have access to the Internet prior to the submission deadline closing date ; and

- a person or entity not permitted by the applicable laws, regulations, professional and industry codes of conduct in their country of establishment and residence ("Applicable Laws and Industry Codes of Practice") to participate in the Challenge and to receive an Award as described in these Terms.

Applicants agree to comply with all Applicable Laws and Industry Codes of Practice governing their participation in the Challenge and receipt of an Award, including but not limited to the Applicable Laws and Industry Codes of Practice governing the public disclosure of information concerning transfers of value from pharmaceutical companies to (a) healthcare professionals, (b) healthcare, medical or scientific institutions, associations or organizations such as a hospital, clinic, foundation, university or other teaching institution or learned society, or an organization through which one or more health professionals provide

services, ("healthcare institutions") and (c) not-for profit organizations which are patient focused, and whereby patients and/or carers (the latter when patients are unable to represent themselves) represent a majority of members in governing bodies ("patient organizations") ("Sunshine Laws").

Applicants who are HCPs may be required to sign a separate agreement with Takeda to ensure compliance with Takeda policies regarding interaction with HCPs. Takeda will report any transfer of value to an HCP in accordance with the Sunshine Laws. This includes any indirect payments made by Takeda to an HCP or a Health Care Organization (HCO) on behalf of an HCP. Additionally, any transfer of value may be subject to limitations by country/local/state statutes and regulations.

Applicant represents and warrants that neither it, nor its Affiliates, suppliers, contractors, service providers, subcontractors, or any other party acting on its behalf, is a Restricted Party, defined as any party listed in the relevant restricted parties lists, such as the ones listed below:

- i. the United States' Consolidated Screening List (currently to be found at http://www.export.gov/ecr/eg_main_023148.asp, as updated from time to time) or any entity directly or indirectly owned 50% or more by one or more parties designated as Specially Designated Nationals on the Consolidated Screening List;
- ii. the European Union's Consolidated list of persons, groups, and entities subject to EU financial sanctions (currently to be found at https://finance.ec.europa.eu/eu-and-world/sanctions-restrictive-measures/overview-sanctions-and-related-tools_en, as updated from time to time) or any entity directly or indirectly owned or controlled by such individuals or entities;
- iii. the United Kingdom's sanctions list (currently to be found at <https://www.gov.uk/government/publications/the-uk-sanctions-list>, as updated from time to time) or any entity directly or indirectly owned or controlled by such individuals or entities; or
- iv. any other restricted party list published by Switzerland, Japan, People's Republic of China and Singapore, as applicable.

Applicants are responsible for compliance with legal requirements of their country.

4. Confidentiality & Non-Compete

All the information provided by the Applicants will be non-confidential. The information related to the Application will be managed by Takeda and delivered to members of the appointed review panel for evaluation purposes. All Applicants agree to the publication of their name as well as the names of their collaborators, the company name, the project title as well as the general project description for the above mentioned purposes of promotion.

No Application shall include the confidential or proprietary information of Applicant or any third party unless disclose of such information to Takeda is authorized and the Applicant has the right to grant Takeda access and unfettered use of such information. The Applicant shall in all instances own or have the right to use and share all concepts that are included in its Application. No Application shall include ideas, concepts or other subject matter which is the same or substantially similar to subject matter which the Applicant or any employees, interns, or officers of the Applicant is currently developing, creating, or otherwise working on in connection with any form of partnership, agreement or other arrangement with a third party, if the

terms or circumstances of such other arrangement may limit the extent to which Takeda may receive, access, consider, study, investigate or otherwise be permitted to acquire or use the Application (including the information and 5materials contained therein) submitted into the Challenge.

THE CHALLENGE DOES NOT REQUIRE THAT APPLICANT DISCLOSE IDEAS, DESIGNS OR OTHER INTELLECTUAL PROPERTY RIGHTS (“IP”) THAT ARE THE APPLICANT’S CONFIDENTIAL IP. THE CHALLENGE CAN NOT AND DOES NOT ASSURE THAT ANY IP DISCLOSED IN THE APPLICATION OR OTHERWISE IN THE COURSE OF THE CHALLENGE WILL BE KEPT CONFIDENTIAL OR OTHERWISE PROTECTED BY TAKEDA OR MEMBERS OF THE PUBLIC THAT MAY HAVE ACCESS TO THE IP.

During the Challenge Period till the conclusion of the Challenge Period, Applicant agrees not to discuss, distribute, disseminate or otherwise disclose to any third party its submission nor any concepts, ideas, discoveries, inventions, plans or other aspects included in the Application submission, regardless of whether the Applicant’s submission is selected for any stage of the Challenge, unless and until such Applicant requests and receives written consent to do so from Takeda, which written consent will not be unreasonably withheld, delayed or conditioned.

In the event an Applicant is selected as a Winner, each such Applicant agrees to engage in good-faith discussions with Takeda including subjects such as proof of concept, validation studies, demonstration activities. It might also subsequently lead to Takeda’s right to acquire, license, or co-develop any and all aspects of Applicant’s submission, including any subsequent development thereof arising from participation with Takeda in the Challenge.

FINALIZATION OF DISCUSSION AND EXECUTION OF A DEFINITIVE AGREEMENT SHALL BE A CONDITION TO SELECTION AS A WINNER, UNLESS SUCH CONDITION IS WAIVED IN THE SOLE DISCRETION OF TAKEDA.

Applicant acknowledges that Takeda may presently, during the Challenge, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions and information that are similar to the Application. Accordingly, nothing herein shall prohibit Takeda from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Submission.

5. Communication

For the purpose of communicating on the results of the Challenge, the Winner(s) explicitly authorise Takeda to communicate on their identity (corporate denomination, business activity, team) as a result of the Challenge, worldwide, without any financial remuneration. Each Applicant undertakes to obtain from the relevant individuals of its team, to the benefit of Takeda, the right to use their surnames, given names and images in any format and regardless of the type of media, for the purpose of such communication of the Challenge results.

6. Award

This is a non-cash Award event. Winners must be able and willing to work with a Takeda team to discuss and negotiate a potential co-development program to help advance the proposed solution. Each Applicant acknowledges and accepts that under no circumstances whatsoever can an Award be contested in any way. Award may not be substituted, assigned or transferred or redeemed for cash, however Takeda reserves the right, at its sole discretion but without obligation to do so, to substitute an Award (or portion thereof) with one of comparable or greater value. Recipients are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with Award acceptance and use. Takeda

reserves the right to remove or replace any Winner who is or becomes ineligible, or unwilling to discuss potential future engagements or reach a mutually agreeable arrangement with Takeda. Neither party is obligated to enter into or guaranteed to reach a mutually agreeable arrangement.

Either party may, at any time and for any reason, withdraw from discussions with the other party, and neither party shall be entitled to any right or claim against the other party as a result of the proposed terms or the discussions. Any legally-binding obligations or commitments on the part of either party with respect to any proposed transactions will be described in separate definitive written agreements signed by both parties, subject to the satisfaction of such conditions as may be set forth therein.

7. Intellectual Property

All intellectual property rights in the idea or concept presented in the Application, independently of the final results of the Challenge, will remain as property of the Applicant. By submitting an Application to the Challenge, the Applicant grants Takeda a limited, non-exclusive, royalty free license and right to (i) make, use, copy and exploit the Application and any solutions presented therein solely for the limited purposes of its consideration as part of the Challenge, including any revisions, updates, derivative creations, works of authorship, or improvements that may result from any co-development program resulting from the Challenge or otherwise during the Challenge Period, whether or not Applicant is selected as a Winner, and (ii) use the Application to the extent necessary to distribute to third parties associated with the Challenge, conduct the award ceremony and to promote the Challenge including the presentation during the award ceremony as well as for the press coverage and media follow-up after the ceremony.

Applicant consents, authorizes and grants to Takeda the irrevocable and unrestricted right and permission to take, copyright, use and publish printed, video, audio, or photographic images of Applicant and Applicant's statements, in whole or in part, in conjunction with or without Applicant's name, or any reproductions thereof related to the Challenge for Takeda's use with internal and external audiences, including the right to edit these materials to ensure compliance with applicable rules and regulations.

Applicant shall not to use the Takeda name, logo, corporate identity or images without Takeda's prior written consent, of which such consent is at Takeda's sole discretion.

8. Liability

Takeda is not responsible for (a) late, lost, stolen, damaged, garbled, incomplete, incorrect or misdirected entries or other communications, (b) errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines, or (c) data corruption, theft, destruction, unauthorized access to or alteration of Application materials, loss or otherwise. Takeda is not responsible for electronic communications or emails which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in any email account to receive email messages. Takeda disclaims any liability for damage to any computer system resulting from participation in, or accessing or downloading of information in connection with, the Challenge. Further, Takeda will not be liable for any advice, assistance, or services that Takeda provides or fails to provide during the Challenge process.

By participating in the Challenge, each Applicant agrees to release, indemnify and hold harmless Takeda, and its respective Affiliates, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, members, shareholders, employees

and insurers (“Released Parties”) from and against any injuries, losses, damages, claims, actions and any liability of any kind (including attorneys’ fees) resulting from or arising out of Applicant’s participation in, association with or Application to the Challenge, or possession or use of the Application or any idea, invention, information or materials comprised in the Application (including, without limitation, arising from claims based upon invasion of privacy, defamation, or right of publicity or any claims alleging that an Application infringes, misappropriates or violates any third party’s intellectual property rights). Takeda reserves the right in its sole discretion to extend or modify the dates of the Challenge, and to change the terms of these Terms governing any phase or portion thereof taking place after the effective date of any such change.

Applicant acknowledges that Takeda may presently, during the Challenge, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions and information that are similar to the Application. Accordingly, nothing herein shall prohibit Takeda from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Application.

Applicant will not take any actions that may undermine the integrity of the Challenge. Applicant will not use any device, software or routine to interfere with the proper working of the Challenge Website or which is intended to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

Limitation of Liability. Without limiting the foregoing or any other provision herein and to the fullest extent allowable by law, you agree that in no event shall the Released Parties be liable for any direct, indirect, special, consequential, punitive, exemplary, or other damages of any kind, including but not limited to damages for loss of profits or opportunity, goodwill, legal fees and expenses, or any other tangible or intangible damage, even if Released Parties had been advised of the possibility of such losses.

9. Independence

The registration and participation in the Challenge shall not create a link of subordination between Takeda and the Applicant. Any amount paid or reimbursed by Takeda hereunder, or Applicant’s participation in the Challenge, is not intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to purchase, lease or order or recommend the purchase, lease or order of any good, item or service of Takeda or any Affiliate.

10. Cancellation and suspension of the Challenge

Takeda reserves the right at its sole discretion to cancel, shorten, suspend or terminate the Challenge without prior notice at any time and for any reason.

11. Dispute Resolution.

In the event of a legal dispute, the Applicants agree to make their best efforts to reach an amicable resolution with Takeda.

In the event that an Applicant should disagree with any of these Challenge Rules or any decision made by Takeda or the Organizers will have the right to withdraw its application as its sole and exclusive remedy for any dispute or claim. To the extent permitted by law, Applicants expressly waive any and all rights to litigate, to seek injunctive relief, or to any other judicial recourse in case of disputes or claims resulting from

or in connection with this Challenge.

12. Controlling Law; Jurisdiction.

Controlling Law; Jurisdiction. This Challenge is void wherever prohibited or restricted by applicable law and is subject to all applicable laws. The parties agree that these terms of use and the rights of the parties regarding the Challenge, the relationship of the parties during the Challenge process, and any unresolved disputes shall be governed by and construed in accordance with the laws of the State of New York, which shall apply without regard to principles of conflicts of law. Further, the parties each hereby consent to the exclusive jurisdiction and venue of the federal and state courts of the state of New York for resolution of all unresolved claims, differences, and disputes the parties may have regarding this Agreement whereby such complaint will be brought in the Circuit Court in and for New York County in the State of New York or, if the complaint alleges a cause of action over which federal courts have exclusive jurisdiction, in the United States District Court for the Southern District of New York. The parties waive, irrevocably and absolutely, any and all defenses in any such suit based upon allegations of lack of personal jurisdiction, improper or inconvenient venue, or forum non conveniens. This section shall survive any expiration or other termination of this Challenge.