

Dengue Digital Innovation Challenge Terms & Conditions

9th November 2023

1. Conditions and Purpose of the Challenge.

Takeda Distribuidora Ltda., headquartered in the City of Itapevi, State of São Paulo, at Av. Portugal, No. 1.100, Rua 5, Module A8, Bairro de Itaquí, CEP 06696-060, enrolled with the CNPJ under No. 11.635.171/0001-03, and its Affiliates (as defined below) (collectively hereinafter referred to as “Takeda”) are conducting a skill challenge where companies, innovators and entrepreneurs are invited to participate (“Challenge”). “Affiliate” means any entity directly or indirectly controlled by or under common control with a party.

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 (“Winner(s)”). Such purpose will 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”).

For the Challenge, Takeda may be supported by a third party as engaged by Takeda (Takeda individually hereinafter also referred to as the “Organizer” and jointly with such third 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 only open to legal entities and expressly excludes participation of individuals and consumers. 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 SOLELY TO ENTITIES LOCATED IN FOLLOWING COUNTRIES: BRAZIL, ARGENTINA, COLOMBIA, MEXICO, URUGUAY, PARAGUAY, CHILE, PERU, ECUADOR OR PANAMA.

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.

THE CHALLENGE IS NOT INTENDED AS A PROMOTIONAL CAMPAIGN AND IS NEITHER SUBJECT TO ANY KIND OF LUCK, LOTTERY OR PAYMENT BY THE PARTICIPANTS, NOR OBLIGATE THEM OR THE WINNERS TO PURCHASE OR USE ANY GOOD, RIGHT OR SERVICE RELATED TO TAKEDA.

2. The Challenge Invitation.

Takeda is committed to bringing better health and a brighter future to people worldwide through leading innovation in medicine. For that purpose, the company is accelerating the use of digital and data to speed delivery of life-saving medicines, while also easing the burden of diagnosis and treatment

for patients, their families and healthcare providers. Innovation across the entire healthcare ecosystem holds the key to fully unlocking the power of digital and data for improved patient outcomes.

To make a bigger impact on people's lives, Takeda is opening its doors to new partnerships that will accelerate the future of personalized healthcare.

In the Challenge, Takeda is seeking ideas and solutions that have the potential to improve Dengue prevention, disease education and awareness, establish more secure and trusted vaccine supply chains, help optimize vaccine strategies, and generate evidence about effectiveness and outcomes of vaccination (Key Problems).

The Challenge is open to Latin American companies(**only established in Brazil, Argentina, Colombia, Mexico, Uruguay, Paraguay, Chile, Peru, Ecuador, Bolivia or Panama.**) with established proof-of-concept, evidence of product-market fit and business model potential, and those that are actively seeking pilot opportunities. Winners will receive the potential to enter into a written agreement with Takeda to potentially continue development of the winning idea and bring it to market through one or more types of arrangements, including Proof-of-Concept funding, Co-Creation Project to Investment, and Business Alliance.

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 ("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. 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. If the Application is considered out of scope, the Applicant will be disqualified and will not advance to the Finals. 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.

In the Application, Applicant must disclose:

- a. Whether Applicant is incorporated in Latin America (only companies established in Brazil, Argentina, Colombia, Mexico, Uruguay, Paraguay, Chile, Peru, Ecuador, Bolivia or Panama.);
- b. whether Applicant has any currently active formal partnerships with other companies that acts in Dengue prevention;
- c. whether Applicant cooperates or intends to cooperate with partners. All (potential) partners must be named; and
- d. whether Applicant is a Health Care Professional (HCP).

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 an 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);
- persons or entities convicted of a felony in their jurisdiction of residence or any foreign jurisdiction at any point in time;
- non-resident persons or non-established entities in Latin American countries (listed above).
- 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. Additionally, any transfer of value

may be subject to limitations by country/local/state statutes and regulations, including but not limited to Brazilian Law No. 12.846/2013 ("Anticorruption Law").

4. Selection Criteria and Challenge

All submissions are reviewed for eligibility criteria outlined in the terms and conditions.

All eligible submissions are reviewed, and scored, by Takeda subject matter and business experts, who will make the selection of applicants to present challenge finals.

Winners are selected by Takeda appointed finalist jury that consists of Takeda executives, senior leadership, and subject matter experts. All decisions are taken at Takeda's sole discretion, without the need to provide any justification to the Applicants.

Submissions are evaluated for level of novelty and innovation, fit with the challenge key problems, company readiness to collaborate with Takeda, and other factors.

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

- Entry Period Begins – November 10, 2023
- Entry Period Closes – December 17, 2023
- Finalists Announced –, January, 2024
- Challenge Finals Virtual event –January / February 2024

5. 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 materials 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 and for a period of six (6) months after 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 negotiations with Takeda for the right of Takeda 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 NEGOTIATIONS 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.

6. Communication

For the purpose of communicating on the results of the Challenge, the Winner(s) explicitly authorize 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.

7. Use of Image and Voice

The Applicant declares to be aware and in agreement with the capture of his/her image and sound of voice through photographs, audios, videos and other audiovisual means, as the case may be. The Applicant expressly allows the Organizers, at their sole discretion, to use these images, audios, videos, and medias to broadcast this and future editions of editions of the Challenge. Therefore, the participants are aware that the filmmakers may use these Broadcasts at any time, in in any country, without international territory, without restriction of any kind, including for promotional and marketing activities, and no remuneration will be paid to participants for the use of such broadcasts.

8. Award

The exact content, nature or value of the Award will be set forth at time of notification. Winners must be able and willing to work with a Takeda team on a 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, 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.

9. 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.

10. 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, (c) data corruption, theft, destruction, unauthorized access to or alteration of Application materials, loss or otherwise, or (d) other situations arising from fortuitous events or force majeure which are beyond the control of the Organizers. 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.

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 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.

11. 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.

12. 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, without the need to indemnify and/or reimburse any expenses incurred by Applicants.

13. Dispute Resolution

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

14. Privacy

Takeda is committed to protecting the privacy of Applicants. Please see Takeda's Privacy Policy applicable to you for more information.

- Takeda iChallenge: https://ichallenge.takeda.com/ct/c_e.bix
- Brazil: <https://www.takeda.com/pt-br/privacy-notice?epslanguage=pt-BR>
- Mexico: <https://www.takeda.com/es-mx/disclaimer/aviso-medicos/>
- Colombia: <https://www.takeda.com/es-co/disclaimer/privacy-notice/>
- Argentina: <https://www.takeda.com/es-ar/privacy-policy/>
- Panama: <https://www.takeda.com/es-mx/disclaimer/aviso-de-privacidad-profesionales-de-la-salud-takeda-panama/>
- Guatemala: <https://www.takeda.com/es-mx/disclaimer/aviso-de-privacidad-profesionales-de-la-salud-takeda-guatemala/>
- Costa Rica: <https://www.takeda.com/es-mx/disclaimer/aviso-de-privacidad-profesionales-de-la-salud-takeda-costa-rica/>
- Chile: <https://www.takeda.com/es-ar/privacy-policy/>
- Peru: <https://www.takeda.com/es-pe/aviso-de-privacidad/>

By entering the Challenge, you grant Takeda permission to share any email address and any other personally identifiable information with the third parties for the purpose of administration. The winners will be contacted personally and the winners list may be made available via Takeda social media and/or press release.