

Takeda Canada Innovation Challenge Terms & Conditions

1. The Challenge and Challenge Period

Takeda Canada Inc. and its Affiliates (as defined below) (collectively hereinafter referred as to "Takeda" or "Sponsor") is the sponsor of the Takeda Canada Innovation Challenge (the "Challenge"). The Challenge administrator is Brightidea, Inc. (the "Administrator", and collectively with the Sponsor and their respective representatives, parent, affiliate and subsidiary companies, agents, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Challenge, the "Challenge Parties").

The Challenge opens at 12:00 a.m. Eastern Time ("ET") on January 10, 2022 and closes at 6:00 p.m. ET on March 4, 2022 (the "Challenge Period"), and consists of the following Challenge periods and event:

	Open	Close
Application Period	January 10, 2022 at 12:00 a.m. ET	February 6, 2022 at 11:59 p.m. ET
Judging Period	January 10, 2022 at 12:00 a.m. ET	February 18, 2022 at 11:59 p.m. ET
Digital Pitching Event	March 4, 2022 at 8:00 a.m. ET	March 4, 2022 at 6:00 p.m. ET.

On or before the start of the Challenge Period, the Challenge will be announced on Takeda's challenge web-service, <https://iChallenge.takeda.com/iChallengeCanada2022> (the "Website"). Any provisions of these Challenge Terms and Conditions provided herein ("Terms") will prevail in case of any conflict with the Challenge announcement, any other materials made available on the Website, or any other representations by the Sponsor regarding the Challenge. "Affiliate" means any entity directly or indirectly controlling, controlled by or under common control with a party. By submitting an Application ("Application") on the Website, you (on your own behalf and on behalf of your Applicant entity) signify that that you have read, understood and agree to be legally bound by these Terms, all decisions of Takeda and the Challenge Judges (defined below) and agree to comply with all applicable laws. Additional terms and conditions may be provided to you in writing as part of the Challenge.

2. Eligibility

The Challenge is only open to eligible legal entities and expressly excludes participation of individuals and consumers. To be eligible to participate in the Challenge, an entity must: (i) have a therapeutic technology focus in relation to one (1) or more of the following areas: inflammatory bowel disease or rare genetic diseases (ii) have or develop a solution (a "Solution") that meets the Solution criteria set out below; (iii) be incorporated or legally operating under the federal laws of Canada or the laws of a province or territory therein; (iv) have the capabilities to deliver its Solution within Canada; and (v) designate one (1) eligible Authorized Representative (defined below) to enter the Challenge and agree to be legally bound by these Terms on the entity's behalf. None of the Challenge Parties nor their respective employees, immediate family members and those with whom they are domiciled (whether related or not) are eligible to enter or participate in the Challenge.

Applications should only be submitted by Authorized Representatives (defined below) of eligible applicant entities applying for the Challenge (each, an "Applicant"). Applicant entities must designate one (1) authorized representative (an "Authorized Representative") to submit an application for and participate in the Challenge on the Applicant's behalf. Such Authorized Representative must: (i) be a legal resident of Canada who has reached the legal age of majority in his/her province or territory of residence; (ii) have the legal authority and be authorized at the time of submitting an Application (and must remain authorized during and after the Challenge) by the Applicant entity to: (a) provide to Sponsor any and all required information that relates to the Applicant for the purposes of administering the Challenge in accordance with these Terms; (b) register and submit an Application for the Challenge on behalf of the Applicant; and (b) agree to be legally bound by these Terms on behalf of the Applicant. For the avoidance of any doubt, with respect to a company or organization, the Applicant in the Challenge shall be the eligible entity, not the Authorized Representative.

To be eligible to participate in the Challenge, an Applicant entity must have or develop a Solution that meets the following criteria:

1. The Solution must not violate nor contain any content that violates any law or any third party's rights (including privacy, personality and intellectual property rights);

and,

1. The Solution must meet all criteria as set out on the Challenge website at <https://iChallenge.takeda.com/iChallengeCanada2022> and summarized below:

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1. Apply to one of the following therapeutic areas: inflammatory bowel disease or rare genetic diseases; and

2. Provide an approach to addressing one (1) of the following fields:

- **Early Diagnosis;**

o Reducing the time to diagnosis and treatment is fundamental across therapeutic areas. Solutions could include building disease awareness, digital tools to support HCP investigations or facilitate expert consultation for clinical management, personalized risk prediction, or detecting early signs of a disease within clinical data.

o Takeda is looking for technologies supporting early diagnosis that utilize AI, ML, NLP, data capture and access, digital biomarkers, clinical decision support, virtual peer-peer consults, awareness building, AR/VR, gamification and beyond.

- **Integrated and Personalized Care**

o Takeda is focused on solutions that improve and individualize patient care and disease management by facilitating care planning or coaching, predicting risk, providing treatment decision support, or monitoring/assessing the real-world impact of therapy.

o Takeda is interested in integrated and personalized care through AI, ML, NLP, telehealth, remote monitoring, patient segmentation for personalization of care, sensing and wearables, virtual device training, capture/analysis of patient reported outcomes/QoL data and more

3. Application Procedure

The Applicant's Authorized Representative shall submit its Application during the Application Period exclusively by submitting all required information on the Challenge Website (paper Applications will not be considered), in accordance with all instructions provided on the Website. Without limiting the foregoing, the following information will be required in order to submit an Application:

1. Applicant and Authorized Representative contact information;
2. details of whether the Applicant is incorporated under the federal or provincial/territorial laws of Canada and the Applicant's creation date, website address, funds raised and revenue; and,
3. the following information with respect to the Applicant's Solution:
 1. Solution name (if different from Applicant name);
 2. Type of Solution being developed;
 3. Description of Solution and technology;
 4. Capability to deliver your solution within the Canadian healthcare environment;
 5. Treatment area the Solution impacts;
 6. How the Solution benefits patients;
 7. How the Solution stands out from competitors;
 8. How a partnership with Takeda would help the Applicant;
 9. Brief description of the best customer case(s) to date;
 10. Why the Applicant team is uniquely qualified to solve the Solution's problem; and,
 11. A slide deck presenting the Solution.

In addition to the required information above, at the time of submitting an Application, each Authorized Representative must also signify his/her agreement to be bound by these Terms (on his/her behalf and on behalf of the Applicant) and the Sponsor's Privacy Policy, which is available at <https://d1dxeoyimx6ufk.cloudfront.net/uploads/NA5/OD8827/A4C9BAFD.pdf>. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

By submitting an Application, the Applicant and the Applicant's Authorized Representative agree that (a) the information provided is complete, correct and accurate in all material respects and that (b) its Application may be rejected or terminated and all Applications submitted by it may be disqualified, if any of the registered information is (or the Sponsor has 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. There is a maximum limit of 10 MB for a complete Application, including attachments. Only complete Applications will be considered.

No purchase necessary. The Application is free of charge and without purchase obligation for the Applicant or for the Authorized Representative.

The Sponsor may perform a preliminary relevance check (the "Preliminary Check") during the Application Period, to verify that the Application made by the Applicant are relevant to the purpose of the Challenge and/or comply with these Terms. Takeda shall have the last say in this review. The decision regarding late or non-conforming Applications for Applicants is final. The Sponsor may disqualify any Application and corresponding Applicant if it determines (in its sole discretion) that

the Application (including without limitation, the Solution) does not comply with the requirements above or as otherwise set out within these Terms.

There is a limit of one (1) Application per Applicant. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any participant has attempted to exceed any of the limits stated in these Terms and/or disrupt or participate in the Challenge in any other fraudulent or misleading way, then he/she may be disqualified from the Challenge in the sole and absolute discretion of the Sponsor.

4. Representations and Warranties

Without limiting any of the foregoing, by submitting an Application each Authorized Representative (on its own behalf and on behalf of its Applicant entity) hereby represents and warrants that:

1. the Application (including without limitation, the Solution) is original and that the Applicant has obtained all necessary rights in and to Application (including without limitation, the Solution) for the purposes of entering Application in the Challenge;
2. the Application (including without limitation, the Solution) does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
3. the Application (including without limitation, the Solution) does not violate any law, statute, ordinance or regulation, and the Solution will not infringe or violate any third party's intellectual property, privacy, personality or other rights;
4. the Application (including without limitation, the Solution) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party;
5. the Application (including without limitation, the Solution) does not contain any material that is defamatory, trade libelous, pornographic or obscene, that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; that includes personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic), except with express consent of the individuals; that includes conduct or other activities in violation of these Terms, all as determined by the Sponsor in its sole and absolute discretion; and
6. the Application (including without limitation, the Solution) meets all of the eligibility requirements set out in these Terms.

5. Judging and Winner Selection

I. Judging Period

During the Judging Period, a panel of judges (the "Challenge Judges") appointed by the Sponsor at its sole and absolute discretion will judge and assign a score (each, a "Judging Period Score") to each Application on the basis of the below weighted criteria (the "Judging Period Criteria") to select the finalist Applicants (each, a "Finalist"):

Criteria	Weighting
How novel and innovative is the Solution?	33%
How well does the Solution address the Challenge?	34%
Applicant's readiness and potential to partner with Takeda	33%
Total Score	Maximum 100%

An Applicant will only be eligible to be selected as a Finalist if the Applicant's Application obtains a Judging Period Score of at least 70% (the "Minimum Finalist Score"). Each Applicant associated with an Application that obtains one (1) of the top three (3) Judging Period Scores will be selected as a Finalist, subject to obtaining the Minimum Finalist Score. For greater certainty and the avoidance of any doubt, if less than three (3) Applications obtain the Minimum Finalist Score, then only the number of Applicants associated with an Application that obtain the Minimum Finalist Score will be selected as a Finalist.

The odds of being selected as a Finalist depend on the number and calibre (based on the Judging Period Criteria and Minimum Finalist Score) of eligible Applications received. In the event of a tie between two or more Applications based on Judging Period Score, the Applicant associated with the Application – from amongst all such Applications that are tied – with the highest Judging Period Score on the "how well does the Solution addresses the Challenge?" criterion above will be deemed to have obtained the higher Judging Period Score.

The Authorized Representative of each Applicant selected as a Finalist will be notified by email or phone following the close of the Judging Period. Each Finalist will be invited to present their respective Application at the Digital Pitching Event.

II. Digital Pitching Event

During the Digital Pitching Event, representative(s) of each Finalist will have up to ten (10) minutes to present on the Finalist's Application (and corresponding Solution) at the Digital Pitching Event to Challenge Judges. The time, format and other specifics of each Finalist's presentation at the Digital Pitching Event will be determined by the Sponsor, in its sole and absolute discretion, and shared with each Finalist in advance of the Digital Pitching Event.

During the Digital Pitching Event, the Challenge Judges will judge and assign a score (each, a "Digital Pitch Score") to each Application on the basis of the below weighted criteria (the "Digital Pitch Criteria") to select the Award winner(s) (the "Winner(s)").

Criteria	Weighting
How novel and innovative is the Solution?	33%
How well does the Solution address the Challenge?	34%
Applicant's readiness and potential to partner with Takeda	33%
Total Score	Maximum 100%

An Applicant will only be eligible to be selected as a Winner if the Applicant's Application obtains a Digital Pitch Score of at least 80% (the "Minimum Winner Score"). Each Applicant associated with an Application that obtains one (1) of the top two (2) Digital Pitch Scores will be selected as an eligible Winner, subject to obtaining the Minimum Winner Score. For greater certainty and the avoidance of any doubt, **if only one (1) Application obtains the Minimum Winner Score, then only the Applicant associated with that Application will be selected as the eligible Winner**; if no Applications obtain the Minimum Winner Score, then no Applicant associated with an Application will be selected as an eligible Winner and the Award (defined below) will not be awarded in the Challenge.

The odds of being selected as an eligible Winner depend on the number and calibre (based on the Digital Pitch Criteria and Minimum Winner Score) of eligible Applications received. In the event of a tie between two or more Applications based on Digital Pitch Score, the Applicant associated with the Application – from amongst all such Applications that are tied – with the highest Digital Pitch Score on the "how well does the Solution address the Challenge?" criterion above will be deemed to have obtained the higher Digital Pitch Score.

The Authorized Representative of the Applicant(s) selected as an eligible Winner will be notified by email following jury deliberations after the close of the Digital Pitching Event (jury deliberations and eligible Winner notification(s) are expected to be completed within three (3) weeks of the close of the Digital Pitching Event).

Notwithstanding the foregoing, the Sponsor reserves the right not to select any Applicant as a Winner if none of the Applicant Applications meets the Minimum Winner Score, as set out above.

Any Applicant which does not abide by the Terms 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.

6. Award

Each Applicant selected as a Winner will be eligible to receive the Challenge award (the "Award") consisting of a direct response about collaboration at the end of the Challenge, the opportunity to benefit from Takeda's internal expertise and international network of partners and suppliers, and funding from Takeda to build a proof-of-concept project with a relevant Takeda team, subject to compliance with these Terms (including without limitation, the Award Terms and completing Takeda's Due Diligence Process and entering into the Funding Agreement with Takeda, as set out below). Up to approximately \$200,000 CAD is available to be awarded to Winner(s) in the Challenge. The total funding amount awarded to a Winner will be determined by the Sponsor, in its sole and absolute discretion on the basis of (a) the number of Winners in the Challenge (for example, if two (2) Winners are selected, the available funding will be divided between each Winner, if one (1) Winner is selected, the available funding will be awarded to the Winner, subject to (b)) and (b) the funding amount required by the proof-of-concept project(s) (for example, if there is only one (1) Winner selected and its proof-of-concept project requires less than \$200,000 CAD funding, then the Sponsor reserves the right to award only as much funding as required for the proof-of-concept project). There is no minimum funding guarantee.

7. Confidentiality & Non-Compete

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

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.

8. Communication and Privacy

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 member names) as a result of the Challenge, worldwide in perpetuity, without any financial remuneration in any manner or medium whatsoever. Each Applicant's Authorized Representative undertakes to obtain from the relevant individuals of its team, to the benefit of Takeda, the right to use their surnames, given names, images and any other likeness in any format and regardless of the type of media, for the purpose of such communication of the Challenge results. Use of such data shall be subject to the provisions of these Terms.

By participating in this Challenge, each Authorized Representative (on his/her own behalf and on behalf of his/her Applicant entity) expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the information submitted only for the purpose of administering the Challenge and in accordance with these Terms and in accordance with the Sponsor's privacy policy (available at: <https://d1dxeovimx6ufk.cloudfront.net/uploads/NA5/OD8827/A4C9BAFD.pdf>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

9. Award Terms

In order to be confirmed a Winner, the eligible Winner(s) must successfully complete Takeda's mandatory third party risk management due diligence process (the "Due Diligence Process") and will be required to enter into a funding agreement ("Funding Agreement") with Takeda. The Funding Agreement will address the Winner's proof-of-concept project scope, deliverables, funding terms and payment schedule, intellectual property, and other aspects related to Takeda's funding contribution. The eligible Winner(s) will be encouraged to obtain independent legal advice prior to entering into the Funding Agreement, as it contains material legal terms and long term obligations. The Due Diligence Process will assess risks in connection with the eligible Winner(s). The Due Diligence Process assessment and extent may vary depending on the eligible Winner and the nature of the eligible Winner's proof-of-concept project with Takeda. The risks assessed may include, but are not limited to, risks related to anti-corruption, information protection and cybersecurity, privacy, and other risk areas. In order to complete the Due Diligence Process, the eligible Winner(s) must provide all necessary Winner information to Takeda (by the requested timeline) that is required for Takeda to complete the Due Diligence Process. Award must be accepted as awarded and 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 not specified herein or in the Challenge Announcement as being provided. IMPORTANT NOTE: In addition to entering the Funding Agreement and completing the Due Diligence Process, the Sponsor may require, in its sole and absolute discretion, that an eligible Winner's Authorized Representative sign (on its own behalf and on behalf of its Applicant entity) and return the Sponsor's form of declaration and release prior to the Applicant being confirmed as a Winner.

Without limiting the foregoing, by accepting an Award, a Winner and its Authorized Representative hereby: (i) confirm compliance with these Terms; (ii) acknowledge acceptance of the Award funding (as awarded) and that the funding shall be subject to all applicable Funding Agreement terms; (iii) release the Released Parties (as defined below) from any and all liability in connection with this Challenge, their participation therein and/or the awarding and use/misuse of the Award or any portion thereof; (iv) agree to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from the proof-of-concept project and/or use of the funding or any portion(s) thereof; and (v) agree to the publication, reproduction and/or other use of their name, statements about the Challenge and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of Takeda in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity.

10. Intellectual property

All intellectual property rights in the idea or concept presented in the Application, independently of the final results of the initiative, will remain as property of the Applicant. By submitting your Application to the Challenge, the Applicant and Authorized Representative grants Takeda a limited, non-exclusive, royalty free license and right to use the Application to the extent necessary to administer the Challenge in accordance with these Terms, 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.

Each Applicant and Authorized Representative 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, Authorized Representative, and Applicant's and Authorized Representative'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.

Each Applicant and Authorized Representative shall not to use the Takeda name, logo, corporate identity or images without Takeda's prior written consent.

11. Liability

The Released Parties (defined below) are 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. The Released Parties are 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. The Released Parties disclaim 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 and Authorized Representative agrees to release, indemnify and hold harmless the Challenge Parties, and their respective affiliates, subsidiaries, advertising and promotions agencies, as applicable, and each of their respective agents, representatives, officers, directors, members, shareholders, employees, successors, assigns and insurers (collectively, the "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 your participation in, association with or Application to the Challenge (including any claims alleging that your Application infringes, misappropriates or violates any third party's intellectual property rights). The Sponsor 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.

12. Independence

The registration and participation in the Challenge shall not create a link of subordination between the Sponsor and the Applicant.

13. Claims & Requests

Any claim of the Applicant must be sent in writing within thirty (30) days after the end of the Challenge. Claims linked to the functioning of the website must be made in writing at the following address: innovation.challenge.global@takeda.com

14. Cancellation and suspension of the Challenge

The Sponsor reserves the right to cancel, shorten and/or suspend the Challenge without prior notice:

- In cases of force majeure: the following are considered to be cases of force majeure without this list being exhaustive: natural disasters, fires, lightning, bad weather, strikes not limited to the party prevented, government decisions, epidemics or pandemics (in particular those linked to Covid 19), social unrest, armed conflicts, riots, sabotage, embargoes, acts or regulations emanating from public, civil or military authorities, acts of terrorism;
- If it appears that fraud has occurred in any form whatsoever;

The Released Parties cannot be held liable for cancellation or for suspension of the Challenge according to the present Article and no allowance nor compensation will be due to the Applicant team.

15. Scope and availability of the Rules

Application implies the acceptance and adherence to the above conditions and the Sponsor's decisions as final and binding in all respects.

The Terms will be governed by and construed in accordance with the laws of the Province of Ontario, Canada, and the federal laws of Canada applicable in Ontario.

In the event of a legal dispute, the Applicants agree to make their best efforts to reach an amicable settlement with Takeda. If no agreement is reached between the parties within thirty (30) days of the registered letter reception, parties regain their freedom of action. The place of jurisdiction shall be in Toronto, Ontario, Canada.

All Applicants, Authorized Representatives, Applications, Solutions proof-of-concept projects and any other Challenge-related information submitted or received is subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an Applicant's or Authorized Representative's eligibility to participate in this Challenge; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Application, Solution and/or other information entered (or purportedly entered) for the purposes of this Challenge; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Challenge in accordance with the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Challenge will be the official time-keeping device(s) used by the Sponsor.