

CALL-FOR-PROPOSAL*) RULES
For Japan Innovation Bloom GRANT CALL 2022

*) In the following descriptions, “Call-For-Proposal” means “Japan Innovation Bloom GRANT CALL”

1. **By submitting an Application, Applicants warrant that no information provided as part of the Application IS OR can be deemed confidential OR proprietary, considered a trade secret or privileged.**
2. **Applicant acknowledges and agrees that a confidential relationship is not established or implied by JBI’s and/or Takeda’s acceptance or consideration of an Application. All submissions are voluntary and submitted on a non-confidential basis only. Applicant acknowledges and agrees that (i) JBI and Takeda, their respective parent companies, affiliates or partners to this Call-for-Proposal shall have the right to consider all information disclosed in the Application as non-confidential and have the right to disclose all such information to its or its affiliate’s internal directors, officers, employees and consultants and to any third party (including to JBI with respect information received by Takeda, or to Takeda with respect to information received by JBI), at any time and for any purpose without obtaining the prior consent of the Applicants in the Application, and (ii) if the Application originally submitted to JBI or Takeda (except for those in the category of neuroscience) is not selected by such first reviewing company, whichever of Takeda or JBI was not the first reviewer, may review the Application.**
3. The Call-for-Proposal will be announced via email, press release and/or a social media post (collectively, the “**Call-for-Proposal Announcements**”). A Call-for-Proposal Announcement will include how to apply, the application deadline and the award for that Call-for-Proposal. All information contained in a Call-for-Proposal Announcement is incorporated herein by reference. To the extent that there is a conflict between a Call-for-Proposal provision of the Call-for-Proposal Announcement and these Terms, these Terms shall prevail with respect to such provision.
4. **WHO CAN PARTICIPATE:** Applications should only be submitted by authorized representatives of Applicant applying for the Call-for-Proposal. To qualify, each Applicant must submit an innovative idea under one of the following categories:
 - (i) renal cell carcinoma (JBI first reviewer)
 - (ii) oncology (Takeda/JBI first reviewer for applicable subcategories); and
 - (iii) neuroscience (to be reviewed solely by Takeda)

5. Applicants are responsible for complying with any company policies related to participating in programs of this nature, including, but not limited to obtaining any necessary consents from their company to participate and to provide the information required for the Application and to submit it.
6. **WHO CANNOT PARTICIPATE:** While all potential applicants are encouraged to apply, those that are HCPs, GOs or any organization affiliated with either will be subjected to additional review and may not be ultimately eligible to participate or to receive the award. If an Applicant is ultimately not eligible to participate or able to receive the award, we encourage potential Applicants to still apply as they may be considered by JBI and Takeda for future opportunities, separate and apart from the Call-for-Proposal. JBI and Takeda reserve the right to limit or restrict participation by any person, at any time, for any reason, including, but not limited to, due to government sanctions and restrictions on transactions or other activities with certain countries, individuals and entities.
7. **HOW TO SUBMIT AN APPLICATION:** The Applicant shall complete and submit the Application via the website portal for receiving all Applications in connection with the Call for Proposal as designated by the Parties. The Applicant represents that all information provided as part of the Application is truthful and accurate. All Applications become the property of JBI and Takeda. All Applications must be received by the deadline stated.
8. By submitting an Application, Applicants **represent and warrant** that:
 - a) all information contained in the Application is original to the Applicant or the Applicant has secured all rights to submit the Application;
 - b) **no information is or can be deemed confidential or proprietary, considered a trade secret or privileged;**
 - c) neither the Applicant's Application nor JBI's and/or Takeda's use of the Application (or information contained thereon), in whole or in part, violates the right(s) of any third party;
 - d) all activities of an Applicant's business initiative are lawful;
 - e) the Application does not contain offensive or libelous material, is truthful and not misleading;
 - f) the Applicant has considered and complied with all contractual and/or confidentiality commitments that may be applicable to his/her Application, including compliance with (local) privacy laws and regulations, business privacy policies, data use policies, policies

governing disclosure of company information, agreements with third parties, and any other company policies or commitments that may be applicable; and

g) Applicant has submitted the Application in accordance with these Call-for-Proposal Rules.

9. **Applicant understands and agrees to be responsible for applying for any necessary intellectual property protections in connection with any information provided as part of the Application, including, but not limited to, any patents, prior to submitting the Application. Applicant acknowledges and agrees that JBI and Takeda are not responsible and will have no liability for any claims or actions associated with Applicant's failure to do so.**
10. **Each Applicant understands and acknowledges, to the extent permitted by law, that: a) JBI and Takeda have wide access to ideas, designs, protocols, methodologies and other materials (collectively, "Ideas"), and those new Ideas are constantly being submitted to it or being developed by their own employees; b) many Ideas may be competitive with, similar to, or identical to content in the Application and/or each other in concept, approach, format, or other respects; c) Applicant will not be entitled to any compensation as a result of JBI's and/or Takeda's development or use of any such similar or identical material that has or may come to JBI and/or Takeda, or any of them, from other sources. Except where prohibited by law, each Applicant acknowledges and agrees that JBI and Takeda do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the Applicant or any third party's copyright, patent or other intellectual property right in and to the submission. Finally, to the extent permitted by law, each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of any JBI's and/or Takeda's actual or alleged exploitation or use of any Application or other material submitted in connection with the Call-for-Proposal, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, the Application, and, to the extent permitted by applicable law, Applicant's rights and remedies in any such event shall be strictly limited to the right to recover reasonable and documented out-of-pocket costs associated with entering the Call-for-Proposal, if any, in an action at law.**
11. **PRIVACY:** JBI and Takeda are committed to protecting the privacy of Applicants.
12. JBI and Takeda shall use and take care of any personal information the Applicant supply to it in accordance with their respective privacy policies and in accordance with data protection legislation. By submitting an application, limited personal information about your application, such as the

Applicant's name and the Applicant's basic business contact details as representative from the applicant company can be requested for the evaluation of the Application and award handling only. By submitting an Application, the Applicant agrees to this transfer. The collection, retention, usage and distribution of any personal information included in the Application in order to process and contact the Applicant for the purposes is outlined in the paragraphs below.

The Applicant's personal information will not be shared with 3rd parties nor will it be used for any other purpose, unless the Applicant gave the explicit consent or did opt-in to receiving (marketing) communications from JBI and Takeda, their parent company, affiliates or partners. The Applicant's personal information will not be kept for longer as strictly necessary and JBI and Takeda, their parent company, affiliates or partners will delete any personal information it might become aware after evaluation of applications and awarding the award or in the event the Applicant decides to opt-out for future (marketing) communications.

13. APPLICANT SCREENING AND SELECTION:

- a) Applications submitted for the Call-for-Proposal will be reviewed by representatives of JBI and Takeda, their parent company, affiliates or partners. Eligible Applications received during the Call-for-Proposal period will be reviewed for eligibility and eligible Applications will be judged based on several criteria including without limitation: project for which the Applicant proposes to use the award, strategic fit, and Applicant's proposal for how the award will be utilized for the Applicant's project;
- b) Certain number of Applicants will be selected to work with Takeda and JBI to further shape their proposal/research plan, in preparation of the further review; and
- c) The ultimate Participants will be determined among the Selected Applicants by JBI or Takeda respectively according to their Interested Area. Decisions of JBI or Takeda are final and binding in all matters. The Participants will be announced on the date specified in the Call-for-Proposal Announcement.

14. **AWARD:** The Award will be set forth in the Call-for-Proposal Announcement. The exact value of the Award will be provided to the Participants at time of notification. The Award may not be substituted, assigned or transferred or redeemed for cash, however JBI and Takeda reserve the right, at its sole discretion, to substitute an award (or portion thereof) with one of comparable or greater value. JBI and Takeda, their parent company, affiliates or partners also reserve the right to not provide any or all of the award and or revoke any such Award or a portion of it, at any time, for any reason, acting in its sole and absolute discretion. The Participants are responsible for all applicable federal, state,

provincial 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 Call-for-Proposal Announcement as being provided.

15. **PUBLICITY GRANT:** By submitting an Application, each Applicant agrees to the use by JBI/Takeda and its designees of Applicant's name, company name, trademarks and logos, city and province/state of residence, images and/or likenesses (including the record of web conferences or otherwise which may contain the images of the Applicant) for advertising and publicity purposes, in any manner, in any and all media, now or hereafter known, worldwide in perpetuity, without compensation (unless prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so.
16. **RELEASE OF LIABILITY:** By submitting an Application, to the extent permitted by law, Applicants agree to release, discharge, hold harmless and indemnify JBI/Takeda, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "**Released Parties**") from any and all injuries, liability, losses and damages of any kind (including, without limitation, arising from claims based upon invasion of privacy, defamation, or right of publicity) to persons, including death, or property resulting, in whole or in part, directly or indirectly, from Applicant's participation in the Call-for-Proposal and/or the use of the award or any Released Party's use of any information provided as part of the Application.
17. **TAX INDEMNITY:** Participants are responsible for and will indemnify and hold JBI and Takeda, their parent company, affiliates or partners harmless for all applicable federal, state, provincial and local taxes, if any, as well as any other costs and expenses associated with the award, award acceptance and use.
18. **DUE DILIGENCE REVIEW:** The Applicant may be asked to participate in a due diligence review. The purposes of the review are to ensure that the Applicant complies with all applicable anti-corruption policies and anti-corruption laws, which is a requirement for any Participant.
19. **GENERAL CONDITIONS:** To the extent permitted by law, Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Applications; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Call-for-Proposal or the Application process, including, without limitation, errors or difficulties which may occur in connection with the administration of the Application process or in any Application and Call-for-Proposal-related

materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Application process or the Call-for-Proposal. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Application process or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Application process or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by JBI and Takeda, will be disqualified. JBI and Takeda reserve the right at its sole discretion to suspend, modify or terminate the Application process at any time and for any reason. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE APPLICATION PROCESS MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, JBI AND TAKEDA RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Void where prohibited by law. Call-for-Proposal is subject to all applicable federal, provincial, state and local laws.