

CALL-FOR-PROPOSAL^{*)} RULES
For Research Incubation Program

*) In the following descriptions, “Call-For-Proposal” means “Research Incubation Program”

1. **By submitting an application to Research Incubation Program (“Application”), applicants to Research Incubation Program (“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. **Applicants acknowledge and agree that (i) a confidential relationship is not established or implied by Takeda’s acceptance or consideration of an Application, (ii) all submissions are voluntary and submitted on a non-confidential basis only and (iii) Takeda, its 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 affiliates’ internal directors, officers, employees and consultants and to any third party, at any time and for any purpose without obtaining the prior consent of Applicants.**
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 RULES, these RULES 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 in the field of neuroscience.
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. **HOW TO SUBMIT AN APPLICATION:** Applicants should complete and submit the Application via the website portal for receiving all Applications in connection with the Call for Proposal as designated by Takeda. Applicants represent that all information provided as part of the Application is truthful and accurate. Applicants agree that all Applications must be received by the deadline designated by Takeda and will become the property of Takeda. .
7. 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) neither the Applicant's Application nor Takeda's use of the Application (or information contained thereon), in whole or in part, violates the right(s) of any third party;
- c) all activities of an Applicant's business initiative are lawful;
- d) the Application does not contain offensive or libelous material, is truthful and not misleading;
- e) 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
- f) the Applicant has submitted the Application in accordance with these Call-for-Proposal Rules.

8. Applicants understand and agree that (i) they are 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 and (ii) Takeda are not responsible and will have no liability for any claims or actions associated with Applicant's failure to do so.

9. Applicants understand and acknowledge, to the extent permitted by law, that: a) Takeda has 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 its 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) Applicants will not be entitled to any compensation as a result of Takeda's development or use of any such similar or identical material that has or may come to Takeda, or any of them, from other sources. Except where prohibited by law, Applicants acknowledge and agree that Takeda does 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 Applicants or any third party's copyright, patent or other intellectual property right in and to the submission. Finally, to the extent permitted by law, Applicants acknowledge that, with respect to any claim by Applicants relating to or arising out of any 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.

10. **PRIVACY:** Takeda is committed to protecting the privacy of Applicants.
11. Takeda will use and take care of any personal information Applicants supply to it in accordance with its privacy policies and in accordance with data protection legislation. By submitting an Application, limited personal information about Applicants' application, such as Applicants' name and the Applicants' 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, Applicants agree to this transfer. The collection, retention, usage and distribution of any personal information included in the Application in order to process and contact Applicants for the purposes is outlined in the paragraphs below.

Applicants' personal information will not be shared with any third party nor will it be used for any other purpose, unless Applicants gave the explicit consent or did opt-in to receiving (marketing) communications from Takeda, its affiliates or partners. Applicants' personal information will not be kept for longer as strictly necessary and Takeda, its affiliates or partners will delete any personal information it might become aware after evaluation of the Application and awarding the award or in the event Applicants decide to opt-out for future (marketing) communications.

12. **APPLICANT SCREENING AND SELECTION:**
 - a) Applications submitted for the Call-for-Proposal will be reviewed by representatives of Takeda, its 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 Applicants propose to use the award, strategic fit, and Applicants' proposal for how the award will be utilized for Applicants' project;
 - b) Certain number of Applicants will be selected to work with Takeda to further shape their proposal/research plan, in preparation of the further review; and

c) The ultimate awardees will be determined among the Selected Applicants by Takeda according to its interested area (such awardees, "Participants"). Decisions of Takeda are final and binding in all matters. Participants will be announced on the date specified in the Call-for-Proposal Announcement.

13. **AWARD:** The Award will be set forth in the Call-for-Proposal Announcement. The exact value of the Award will be provided to Participants at time of notification. The 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. Takeda, its 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. 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.
14. **PUBLICITY GRANT:** By submitting an Application, Applicants agree to the use by Takeda and its designees of Applicants' 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.
15. **RELEASE OF LIABILITY:** By submitting an Application, to the extent permitted by law, Applicants agree to release, discharge, hold harmless and indemnify Takeda, its affiliates, 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 Applicants' 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.
16. **TAX INDEMNITY:** Participants are responsible for and will indemnify and hold Takeda, its 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.

17. **DUE DILIGENCE REVIEW:** Applicants may be asked to participate in a due diligence review. The purposes of the review are to ensure that Applicants comply with all applicable anti-corruption policies and anti-corruption laws, which is a requirement for any Participant.
18. **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 Takeda, will be disqualified. Takeda reserves 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, 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.