

2025 Novo Nordisk External & Exploratory Innovation (E2I) Innovation Call with LabCentral

Eligibility and terms

1. The Competition and Terms

Novo Nordisk is a global healthcare company with more than 100 years of innovation and leadership in diabetes care. Novo Nordisk A/S, Denmark ("Novo Nordisk") is a sponsor of LabCentral, Inc. ("LabCentral").

LabCentral is a first-of-its-kind shared laboratory space designed as a launchpad for high-potential lifesciences and biotech start-ups; for more information, please see <u>LabCentral</u>.

Novo Nordisk invites interested life-sciences and biotech start-ups to submit proposals for the 2025 Novo Nordisk External & Exploratory Innovation (E2I) Innovation Call with LabCentral ("2025 Innovation Call"). The 2025 Innovation Call is open for participation by life-sciences and biotech start-ups (each referred to as a "Participant").

Awards for the Innovation Call ("Awards") may include:

A "Golden Ticket" Award: As one of LabCentral's sponsors, Novo Nordisk can nominate up to two Participants to take up residence in LabCentral's facilities in Cambridge, Mass. for the duration of one year.

The Golden Ticket Award represents a spot on a priority waitlist for lab space at LabCentral and a voucher for prepaid rent for one reserved six-foot bench for one scientist on the first floor of LabCentral's shared laboratory for one year, including the benefit of LabCentral's shared infrastructure and services (such as conference rooms, permits, shared equipment and facilities, participation in LabCentral training modules, and seminars).

Novo Nordisk is now launching the process to identify the Award winners for 2025 and wishes to invite interested Participants to submit proposals (the "Competition").

The entry for the Competition begins on 9:00 AM Eastern Standard Time (EST) on **July 10, 2025 and ends on [11:59] PM EST on August 25, 2025**, unless terminated earlier by Novo Nordisk (the "Open Call Period").

Proposals should focus on technology or biology platforms, including computational and systems biology, artificial intelligence and machine learning and experimental cellular platforms. Proposals should have disease agnostic potential to identify novel drug targets. It is considered an advantage, but not a requirement, if the proposal demonstrates a scientific connection to diabetes, obesity, cardiovascular disease, MASH, chronic kidney disease, or rare blood disorders and endocrine disorders.

These Terms and Conditions ("Terms") are applicable to the Competition.

The Competition is open for participation by individuals, teams, legal entities and organizations from across the innovation ecosystem, from start-ups, university researchers, students, incubators/accelerators, as well as other industry innovators (referred to as "Participant"). Note that although Entries can be submitted by individuals, teams, organizations and unincorporated entities, only duly incorporated or organized legal entities with a US federal tax ID number will be eligible to win an Award.

An entrant team consisting of more than one individual and not representing a legal entity is referred to as "Participant Team".

"Participant" in these Terms shall refer to individual Participants as well as each individual member of any Participant Team.

During the Open Call Period, Participants can submit their solution ("Entry") via the <u>Competition application</u> form.

By submitting an Entry, Participant accepts and agrees to comply with these Terms and with the decisions of Novo Nordisk, which will be final and binding in all respects, including Novo Nordisk's right to verify eligibility, to interpret these Terms, and to resolve any claims or disputes relating to the Competition at any time.

In these Terms, "Novo Nordisk" shall be deemed to include Novo Nordisk A/S, its affiliates, subsidiaries, successors and assigns (not including, in any circumstances, Novo Holdings A/S, Novozymes A/S, NNIT A/S, NNE Pharmaplan A/S or the Novo Nordisk Foundation).

2. Eligibility

Each Participant must be eligible to participate in the Competition and comply with the Terms, or such Participant or its Participant Team may be disqualified.

An individual is permitted to be part of more than one Participant Team and may enter as part of a Participant Team and as a sole participant if they desire. Only one (1) person on a Participant Team will be considered Participant for entry purposes ("Team Representative").

To be eligible to enter the Competition, Participant must be above the age of majority in the country, state or jurisdiction of residence at the time of entry. The Competition is void in all countries where prohibited by law.

Participants applying for a Golden Ticket Award must also meet the LabCentral criteria found at http://labcentral.org/about/golden-tickets

Not eligible to participate in the Competition are:

Any person or company that has or will have raised in excess of \$10 million dollars or has or will have more than \$3 million dollars in trailing revenue over the 12 months prior to the Competition (raising additional funds and higher revenue are allowed after entering LabCentral);

employees, interns, contractors, representatives, agents and official office-holders of Novo Nordisk, as well as Novo Nordisk's subsidiaries, affiliates and their respective directors, officers, employees, interns, and contractors, and the immediate family members (such as parents, siblings, children, spouses, life partners);

in the U.S.: 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.

Although individuals, teams, organizations and unincorporated entities are welcome to participate in the Competition, note that only duly incorporated or organized legal entities with a US federal tax ID number will be eligible to win an Award.

Participants who are health care professionals (HCPs) may be required to sign a separate agreement with Novo Nordisk to ensure compliance with Novo Nordisk policies regarding interaction with HCPs. Novo Nordisk will report any transfer of value to an HCP in accordance with U.S. Local/State/Federal laws. Additionally, any transfer of value may be subject to limitations by Local/State regulations.

If Participant is entering as part of a company or on behalf of its employer, these Terms are binding on Participant as well as the employer. If Participant is acting within the scope of the employment, as an employee, contractor, or agent of another party, by submitting the Entry, Participant warrants that such party has full knowledge of Participant's actions and has consented thereto, including to these Terms and Participant's potential receipt of the Golden Ticket. Participant warrants that Participant's actions do not violate the employer or company's policies and procedures.

Novo Nordisk reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3. Phases of the Competition

3.1. Entry Submission

By submitting an Entry, the Participant accepts these Terms.

Entries may be submitted at any time during the Open Call Period. An Entry is not complete unless and until the entry criteria above are properly followed. Submitted Entries will not be returned.

Entries will be considered non-confidential. By submitting an Entry, Participant acknowledges and agrees that the Entry will not be treated as confidential. Participant is advised, before submitting an Entry, to consult a lawyer or patent attorney as to the desirability of seeking patents or other protection for the Entry.

By submitting an Entry, Participant warrants and represents that:

- i. The Entry is the original work of Participant;
- ii. Participant and, if applicable, Participant Team, has consented to the submission and use of the Entry in the Competition;
- iii. The Entry does not contain any copyrighted material not owned by Participant or, if applicable, Participant Team and, to the best of Participant's knowledge, does not infringe the rights of any third party, including but not limited to rights of publicity or privacy, moral rights, or any other property rights;
- iv. Participant has the right to present the Entry and to participate in the Competition and there are no claims, judgments or settlements against or owed by Participant relating to the Entry or any information contained therein;
- v. The Entry only contains names/likeness/identifying elements of persons for the use of which these persons have given their prior written consent to Participant.

In the Entry, Participant must disclose whether:

- i. Participant has any currently active formal partnerships with other pharmaceutical companies;
- ii. Participant has any current or former relationships (contractual or otherwise) with Novo Nordisk; and
- iii. Participant is a Health Care Professional (HCP).

Participant's submission of the Entry is at its own responsibility and risk. Novo Nordisk shall not be liable for loss of data or illegal intrusion into the system by third parties.

3.2 Review of Entries

The Entries will be judged and scored by a review panel chosen by Novo Nordisk ("Review Panel").

The Review Panel will rank the Entries based on criteria fit for a given submission, including:

Quality, feasibility, and scale of proposed solution or technology;

The description of the unique technical features of the product or service, the proposed benefits to stake-holders, any evidence or proof-of-concept supporting the impact of the solution, and the ability to scale to a broad market;

Differentiation of solution within the competitive landscape;

The description of how the proposed solution addresses the unmet need, why it would be sustainable, and how it is differentiated within the competitive landscape;

Capability of Participant to develop and execute solution; and

Description of the composition of the Participant Team and relevant background and experience of Participant or each Participant Team member that uniquely positions Participant to execute on this solution.

Novo Nordisk reserves the right to assess the Entries in a manner determined by Novo Nordisk, which may include interviews or discussions with certain Participants.

3.3 Selection of Semi-Finalists for Golden Ticket Award

The Entries ranked highest by the Review Panel will be selected as semi-finalists ("Semi-Finalists"), subject to verification and compliance with these Terms. The Semi-Finalists will be notified by the email address they provided.

If an email notification is returned as undeliverable, or if a Semi-Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk, or if a potential Semi-Finalist decides to decline its selection as Semi-Finalist for any reason, Novo Nordisk shall have no further obligations to such Semi-Finalist and such place as Semi-Finalist may be awarded to a runner-up Semi-Finalist, time-permitting and at Novo Nordisk's sole discretion.

The Semi-Finalists may receive questions or other feedback from Novo Nordisk after being selected as Semi-Finalists.

3.4. Selection of Finalists for Golden Ticket Award

The Semi-Finalists will present their solution to the Review Panel.

The Review Panel will then select 3 – 6 Participants (the "Finalists") to present at a live event to compete for the Golden Ticket.

If an email notification is returned as undeliverable, or if a Finalist does not respond within the required number of days specified by Novo Nordisk, or if any information submitted by Participant is found in non-compliance with the Terms, raises significant concern to Novo Nordisk or if a Finalist decides to decline the prize for any reason, Novo Nordisk shall have no further obligations to such Finalist and the applicable prize will be forfeited and may be awarded to a runner-up Finalist, time-permitting and at Novo Nordisk's sole discretion.

If, once selected as a Finalist, a Participant is of the opinion that their solution cannot be further discussed or developed without the disclosure of any confidential or proprietary information, Novo Nordisk may decide to enter into a confidentiality agreement with Participant to ensure that the mutual interests are well protected.

4. Golden Ticket Award

In its sole discretion, Novo Nordisk will select two Finalists as winners of the Golden Tickets (the "Golden Ticket Winners"). To be eligible to win the Golden Ticket, the Finalist must be a duly incorporated legal entity with a US federal tax number and may not have raised in excess of \$10 million dollars or have more than \$3 million dollars in trailing revenue over the prior 12 months.

The Golden Ticket Winner will receive a spot on a priority waitlist for lab space at LabCentral and a voucher for prepaid rent for one reserved six-foot bench for one scientist on the first floor of LabCentral's shared laboratory for one year, including the benefit of LabCentral's shared infrastructure and services. For taking up residency at LabCentral the Golden Ticket Winner will be required to sign a Service Agreement with LabCentral, on LabCentral's terms and conditions. The Golden Ticket winners are required to take up their residency at Lab Central with two calendar months of the date the ticket is awarded. Novo Nordisk shall have no obligation to the Golden Ticket Winner to enter into any agreement with respect to Golden Ticket Award if the parties cannot mutually agree to applicable terms and conditions.

The Golden Ticket is non-transferable and substitutions or cash redemptions will not be allowed. Except where prohibited by law, all tax liabilities are the responsibility of the Golden Ticket Winner. Novo Nordisk will not be responsible for any tax deductions which may be necessary. Participant acknowledges that he/she will not be entitled to any additional payment by reason of any award(s) being subject to any tax, levy, or other charge in any jurisdiction.

The Golden Ticket Winner is responsible for any costs and expenses associated with the acceptance and/or use of the Golden Ticket. All details of the prize not specified in these Terms shall be determined by Novo Nordisk in its sole discretion.

Novo Nordisk and the selected Finalist may execute any such further agreements as may be necessary or advisable.

5. Indemnity, warranties and acknowledgements

Participant accepts the conditions stated in these Terms, agrees to be bound by all decisions of Novo Nordisk regarding the Competition, and warrants that he/she is eligible to participate in the Competition as specified in these Terms.

Participant indemnifies Novo Nordisk for any damages (including payment of reasonable attorneys' fees) in connection with Participant's participation in the Competition and Participant's acceptance and use of the Golden Ticket.

Participant indemnifies Novo Nordisk for any damages (including payment of reasonable attorneys' fees) in connection with any claim for misappropriation or infringement resulting from (i) Participant's infringement of any third party's intellectual property rights; (ii) Novo Nordisk's mentoring of Participant; or (iii) resulting from Novo Nordisk's involvement with any idea, invention, information or materials comprised in the Entry.

Participant acknowledges that Novo Nordisk may presently, during the Competition, and/or in the future be developing internally, or receiving from other parties, ideas, concepts, solutions and information that are similar to the Entry. Accordingly, nothing herein shall prohibit Novo Nordisk 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 Entry.

Participant will not in any manner undermine the integrity of the Competition. Participant will not use any device, software or routine to interfere with the proper working of the Competition Website or with the intention to damage, interfere with or surreptitiously intercept or expropriate any system, data or personal information.

6. Other

i. No offer or payment for products or services.

ii. Compliance with requirements.

Determination of compliance with entry, technical, and other requirements and these Terms will be in the sole discretion of Novo Nordisk. Novo Nordisk reserves the right to disqualify any Participant whose participation may, or Entry that may, cause controversy or negative publicity for the Competition, LabCentral, Novo Nordisk or any third parties. Participant shall not use the Novo Nordisk name, logo, corporate identity or images without Novo Nordisk's prior written consent.

iii. No liability.

Novo Nordisk assumes no responsibility for the following: any problems, technical malfunctions or delays in electronic operations or transmissions; Entries that are lost, stolen, incomplete, damaged, garbled, destroyed, misdirected or not received for any reason; destruction of or unauthorized access to, or alteration of Entries or related material, failed or unavailable hardware, network, software or telephone transmissions, damage to Participant's or any person's computer and/or its contents related to or resulting from participation in the Competition; or any errors in these Terms or in any advertisements or correspondence in connection with the Competition.

iv. Participation consent.

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

v. Timekeeping.

During the Competition, Novo Nordisk's administrator's server/computer is the official timekeeping device.

vi. Novo Nordisk decisions.

Novo Nordisk's decisions are final and binding in all matters relating to the Competition.

vii. Precedence.

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

viii. Competition cancelation or suspension.

Novo Nordisk reserves the right to cancel or suspend the Competition at any time at its sole discretion

7. Personal Data & Privacy

Entries will include information relating to identified or identifiable natural persons ("Personal Data"), in particular name, title, email address, mailing address, phone number and age of Participants as well as names of members of Participant Teams.

By submitting Personal Data of members of a Participant Teams, the Team Representative represents and warrants that all necessary permissions from all members of Participant Team have been obtained.

Novo Nordisk collects, processes, and/or uses Personal Data submitted for the purposes of the Competition in accordance with these Terms, in particular for verifying the identity of Participants, for administering the Competition, and to contact Participants for the organization and execution of the Competition.

Novo Nordisk may anonymize and aggregate data collected through the Competition Website for statistical purposes to help improve its products and services.

Participant expressly consents to: (i) the collection, use and retention by Novo Nordisk of Participant's personal and business information contained in the Entry for all purposes (including promotion and publicity) related to the 2025 Innovation Call and for the purposes set forth more fully on Novo Nordisk's website (https://www.novonordisk.com/utils/disclaimer.html), as well as for use in a publicly available Semi-Finalist, Finalist, Golden Ticket Winner and Collaboration Award Winner list; and (ii) the publication of Participant's name, picture and entrepreneurial story on the Competition Website, Novo Nordisk websites as well as on Novo Nordisk's social media channels (Facebook, Twitter, YouTube, Instagram, etc.).

8. Disputes

Participant agrees that any and all disputes, claims and causes of action out of or connected with the Competition shall be resolved individually, without resort to any form of class action.

All issues and questions with regard to the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant and Novo Nordisk shall be governed by, and construed in accordance with, the laws of the state of New York, USA, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms shall be the state courts of the State of New York or the United States District Court for the Southern District of New York; and Participant submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Competition, but in no event attorneys' fees. Participant hereby waives all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.