INNOVATE FORWARD: WOMEN'S HEALTH CHALLENGE

OFFICIAL RULES

Entry constitutes your acceptance of these Official Rules set forth below.

VOID WHERE PROHIBITED

The Nestlé Innovate Forward: Women's Health Challenge at Trustees of Tufts College a.k.a. Tufts University ("Contest" or the "Innovate Forward: Women's Health Challenge") is a contest that awards world class support from Nestlé's Nutrition & Health business and the Gerald J. and Dorothy R. Friedman School of Nutrition Science and Policy at Tufts University, through its Food & Nutrition Innovation Institute, to applicants that best meet the judging criteria of the Contest. Support will be tailored to meet the specific needs of the respective business.

1. Sponsor & Sponsor Relationship to Tufts University

    a. Nestlé Nutrition R&D Centers, Inc. ("Nestlé" or "Sponsor"), located at 1007 US Highway 202/206, Bldg. JR-2, Bridgewater, NJ 08807, and The Gerald J. and Dorothy R. Friedman School of Nutrition Science and Policy at Tufts University ("Tufts University"), 136 Harrison Ave., Boston, MA 02111 ("Administrator"), through its Food & Nutrition Innovation Institute, created this joint initiative together to accelerate innovation in longevity and support healthy aging. **The initiative focuses on women's health (e.g. PMS, perimenopause, menopause, sexual health), cognitive health, gut health and metabolic health including weight management which evolve with aging and have a significant impact on overall quality of life**.

2. Eligibility

    a. To be eligible to receive the Award, the Applicant must: (1) be a legal business entity formed under the applicable laws of its country of registration (subject to the exclusions set forth in section (b) below); (2) submit a complete Application including a non-confidential pitch deck (slide presentation) as specified in these Rules; (3) represent and warrant that the Applicant representative has read and agrees to abide by all requirements of these Rules; and (4) not be an academic institution such as a college, university or school. For avoidance of doubt, the Applicant can be a current resident company at Tufts University. Furthermore, the representative of the Applicant making the submission of the Application is required to: (1) be an executive of the legal business entity with binding authority and (2) not be affiliated with or employed by Nestlé or Tufts University (or any of their respective affiliate companies) including as an employee, contractor, officer or director of Nestlé or Tufts University and including as an immediate family member of Nestlé or Tufts University (including parents, spouses, children, siblings, and their respective spouses regardless of where they reside, or any individual residing in the household of a Nestlé employee whether or not related, officer or director (whether or not related). Contest is subject to all applicable federal, state, and local laws.

    b. The following legal business entities are excluded from entering the Contest when they are not (1) subject to asset freeze sanctions, such as by inclusion on the list of Specially Designated Nationals and Blocked Persons ("SDN List") maintained by the U.S. Office of Foreign Assets Control, or the consolidated lists of asset freeze targets published by the United Nations, European Union, United Kingdom, or Switzerland; (2) owned or controlled by any such person(s) whether individually or collectively listed on the Specially Designated Nationals (SDN) List or the consolidated lists mentioned above; (2) organized, headquartered or, if a natural person, ordinarily resident, in a country or territory subject to comprehensive geographic sanctions imposed by the U.S. Government (currently the non-Ukrainian-government controlled regions of Ukraine, Cuba, North Korea, and Iran); (3) subject to, or

affiliated with individuals or entities subject to, restrictions regarding the receipt of U.S.-origin items by virtue of being on the Denied Persons List or the Entity List maintained by the U.S. Commerce Department (see generally Sanctions Programs and Country Information | Office of Foreign Assets Control and entity-list-faqs.pdf).

c. A full and thorough review and screening of all Applicants that enter the Contest will be performed.

3. Applications for Innovate Forward: Women's Health Challenge

a. Entry into the Contest is free. Eligible applicants must submit the materials described below to be considered an official applicant of the Innovate Forward: Women's Health Challenge ("Applicant").

By submitting an Application, each Applicant, all of Applicant's team members, employees, contractors, owners, investors, agents, directors, officers and any other affiliated individual or company with Applicant, agrees to be bound and abide by the terms and conditions of these Official Rules and the decisions of the Judges and Sponsor, which are final and binding in all respects.

a. Applicant may only submit one (1) entry for the Contest during the Application Period. Any attempt to make more than one (1) Application by using multiple email addresses, identities or by any other method may void all Applications relating to that legal business entity.

b. The official Application for the Contest can be found here: https://innovation.nutrition.tufts.edu/innovate-forward-challenge/ and must be completed in full and include an accurate non-confidential description of Applicant's innovation. Applicant must complete each section of the Application in English and may not exceed the space provided for in the Application. Applicants must also provide a **non-confidential** slide presentation of no more than ten slides. Slides must address:

i. Unmet medical, market and/or technological need
ii. Solution with differentiating features clearly highlighted
iii. Competitive advantage and barriers to entry
iv. Scientific principle underlying the solution, when applicable
v. Key data supporting the scientific principle or data indicating proof-of-concept, when applicable
vi. Overview of business case and/or business model
vii. Overview of Intellectual property and publications, when applicable
viii. Highlight of the team and their expertise
ix. Roadmap, including time frame and growth plan and description of how the Contest Award from Tufts University and Nestlé will be used to support business growth.

The official entry form, non-confidential slide presentation, photos, and written or video submission, collectively, shall be referred to as the "Application". The Applications must be made before the end of the Application Period. By submitting an Application, Applicant consents to receiving emails from Sponsor, Administrator, and/or its licensees and assignees relating solely to this Contest. Additionally, by submitting the Application, Applicant consents to accepting these Official Rules of this Contest and to the Tufts University's Privacy Policy.

c. Successful Applications are required to clearly address each aspect of the Judging Criteria. Applicant agrees to and understands that if Applicant is granted the Award, the Application could be made available to the public, including without limitation, posting on the Internet. Sponsor makes no representation or warranty regarding the confidentiality of any Application submission.

d. Any costs incurred by Applicants in submitting an Application and/or presenting at the

Innovation Pitch Event, if selected, are the sole responsibility of Applicants.

4. 2026-2027 Application Period

a. Applications can be submitted beginning on November 4, 2026 at 12:01:00 AM EST through February 10, 2027 at 11:59:00 PM EST ("**Application Period**"). All submissions need to be received by February 10, 2027 at 11:59:00 PM EST. Any submissions received after such date and time will not be considered.

b. Judging Criteria and Judges The Judges for the Contest are the Innovate Forward Committee, which consists of qualified experts in their fields including in the fields of scientific and/or medical research and business ("Judges"). Judges shall have the sole authority to make all decisions as to the Award Recipients from the qualified Applicants.

c. Applications will be judged solely based on the following criteria ("Judging Criteria"): nature and uniqueness of the innovation idea, potential impact and benefit of the innovation (e.g., the problem the innovation would solve), strategic fit with the focus areas of women's health, healthy aging, cognition, gut, or metabolic health, whether Applicant's innovation entails intellectual property, business model, relevant qualifications of Applicant representative(s) based on the innovation, and quality of pitch/presentations.

d. During the Application Period, the Judges may contact Applicants for additional information. If contacted, Applicant must respond to such request to remain eligible to have the opportunity to win the Award.

e. Judges will select a sub-set of the Applicants as Finalists. Finalists will be requested to present their concept virtually on a set date between February and April 2027 (the "Innovation Pitch Event"). **All Innovation Pitch Event presentations will be non-confidential.**

f. Final Award(s) will be granted to Award Recipients from Finalists based on the Judging Criteria in or about late April 2027.

g. Applicants are responsible for all expenses incurred in participating in the final Innovation Pitch Event if selected.

h. The Decisions of the Judges shall be final and binding on all Applicants and cannot be challenged in any manner.

5. Award

a. Support from Tufts University and Nestlé as follows:

i. A virtual residency focused on the Applicant's innovation with experts from the Food & Nutrition Innovation Institute, hosted by the Friedman School for Nutrition Science and Policy at Tufts University and Nestlé for up to six (6) months, including mentorship, strategy and technical guidance, culminating with the opportunity for the Award Recipient to deliver a final presentation to highlight progress and showcase key learnings; and

ii. A one-year virtual residency to the Friedman School's Food & Nutrition Innovation Council with access to its network. Further information on the virtual residency can be found at https://innovation.nutrition.tufts.edu/innovation-council/.

The development work described in 6.a. above relating to the Award of this Contest shall be referred to hereinafter as the "**Project**".

Project IP shall mean the content and result of all work and activities produced for the Project, including but not limited to the deliverables, inventions, discoveries, designs, materials, drawings, schematics, improvements, know-how, biological materials, computer software, databases, raw data, plans, reports, analyses and documentation.

b. Award Recipient will be responsible for all expenses associated with their Project development work that will continue associated with the Award.

c. There will be a minimum of two (2) Finalists and one (1) Award Recipient but otherwise there is no limit to the number of Finalists or Award Recipients. Final number of Finalists and Award Recipients is at the sole discretion of Tufts University and Nestlé.

d. Nestlé Option.

i. For a period of three (3) months after announcement of Award Recipient, Award Recipient grants Sponsor the exclusive option to negotiate in good faith for further development or for commercialization the innovation idea presented by way of the Application and the ensuing Project ("Option Period").
ii. After the expiry of Option Period and for a period of three months thereafter ("Match Period"), if Award Recipient receives an offer from a third party (including any debt or equity financing or any transaction regarding the Award Recipient's intellectual property rights), Award Recipient shall promptly notify Nestlé of such proposal upon receiving it and Nestlé shall have not less than three [3] months to decide whether to submit an additional offer.
iii. During the Project, Option Period and Match Period, Award Recipient agrees not to collaborate with any third party regarding the Project and the parties will keep the Project IP confidential.

6. Notification and Conditions of Award

a. Nestlé and/or Tufts University will notify the potential Finalists through the email and/or phone number provided by the Applicant in the Application about the Innovation Pitch Event. Nestlé and/or Tufts University will announce the Award Recipient(s) following the Innovation Pitch Event in or about late April 2027 and will make a further announcement on its website https://innovation.nutrition.tufts.edu/innovate-forward-challenge/ sometime thereafter. Applicants are responsible for ensuring the contact information provided in the Application is accurate and kept up to date.

b. Before granting any Award to a potential Award Recipient, Nestlé and Tufts University reserve the right to determine the eligibility of potential Award Recipient to the Award grant; to require the potential Award Recipient to confirm evidence of its eligibility; to require the potential Award Recipient to comply with the terms and conditions of this Rules document; to confirm the potential Award Recipient's agreement to and compliance with these Rules, and the execution of documents required by these Rules.

7. Restrictions on Content of Application

Applications and Innovation Pitch Event presentations may only contain non-confidential information about Applicant's research. Applicants asked for additional detail to help with the assessment may be requested to execute a confidentiality agreement, enabling them to provide additional information under confidentiality. Applications may not contain: material or information that violates or infringes a third party's rights including but not limited to any privacy, publicity, trade secret, confidential, or intellectual property rights including but not limited to patent, copyright or trademark. Nestlé and/or Tufts University reserves the right to disqualify any Applicant if the Judges determine in their sole

discretion that the Application contains material that does not comply with these Official Rules, is not accurate and complete, or is inappropriate in any manner for the purposes of the Contest, to be tampering with the entry process or the operation of this Contest.

8. Existing Ownership and Legal Right to the Research, Inventions, Other Materials Described and Embodied by Application

   a. By submitting an Application, an Applicant represents and warrants that, consistent with these Official Rules: (a) the Application including the text of the description of research is Applicant's original work; (b) Applicant owns all patent, copyright and other rights in the research described in the Application or has a license to use for such information or materials for its research; (c) the Application and the research identified in the Application does not violate, in whole or in part, any existing copyright, trademark, or any other intellectual property of any other person, organization or entity; (d) any third party material, content and/or ideas including intellectual property embodied or included in the research identified in the Application is not protected by patent, copyright, trade secret or confidentiality laws, or Applicant has a valid license to use such material, content and/or ideas for any purpose, specifically including the Contest; (e) Applicant is not aware of any contractual obligations inconsistent with these Official Rules or pursuit of the research identified in the Application; (f) Applicant is not disclosing any confidential or trade secret information in the Application, including of Applicant or any third party; and (g) Applicant has full power and all legal rights to submit the Application to the Contest in compliance with these Official Rules.

9. Grant of Licenses and Right to Use Likeness

   a. By submitting an Application, Applicant including each of its employees, contractors, agents, directors, officers, owners and managers grants permission and a worldwide, perpetual, royalty-free nonexclusive license to Nestlé and Tufts University, and their parents, affiliated entities, advisors and agents to use, reproduce, create derivative works, copy, and share the Application now or in the future for the purposes of the Contest, for any reason arising out of or related to the Contest and the promotion of the Contest including the sponsorship and participation by Nestlé and Tufts University.

   b. By submitting an Application, Applicant grants permission and a license to Nestlé and Tufts University, and their parents, affiliated entities, advisors and agents grants permission and a license to use Applicant's name, likeness, statements, including all of its employees, team, contractors, agents, directors, officers, owners or managers, Application, city and state of formation, address, biographical information, voice, photographs and/or videos for purposes of the Contest, for any reason arising out of or related to the Contest and Nestlé and/or Tufts University's promotion of the Contest including the sponsorship and participation by Nestlé and Tufts University, worldwide, in perpetuity, in any and all forms of media and print, now known and hereafter devised, including without limitation on the Internet, social media, and Nestlé and Tufts University's web sites, press releases, in connection with any public and private meetings or events print and live media, without restriction as to frequency or duration, and without compensation, consideration, notification or further permission, except to the extent prohibited by law. Applicants further agree that neither Nestlé nor Tufts University have any obligation to use the name, likeness, Applications, biographical information, photographs, videos of Applicant or any of names, likenesses, biographical information, photographs or videos of Applicant's team, employees, contractors, agents, directors, officers, owner or managers.

10. Limitation of Liability, Waivers and Releases

   a. NESTLÉ AND TUFTS UNIVERSITY SHALL HAVE NO LIABILITY FOR ANY

PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF USE OF THE AWARD OR ANY OTHER ASPECT OF AN AWARD RECIPIENT'S ACCEPTANCE OR USE OF THE AWARD.

b. By submitting an Application, Applicant also agrees and acknowledges that any and all research disclosed in the Application and in connection with the Judging of the Application, not otherwise covered by a confidentiality agreement, including any ideas, inventions, patents, suggestions, concepts, copyrights and any other information may be publicly disclosed, will be reviewed and available to Nestlé and Tufts University, and may be available to a third party. As a result, Applicant agrees to waive all rights, claims, and any cause of action, Applicant may have against Nestlé and/or Tufts University, including its patents, affiliated entities, advisors, agents, licensees, employees, contractors, directors and officers, arising out of or related to any ideas, suggestions and/or concepts that may be disclosed in the Application and/or the Judging process in any form fashion or respect.

c. By submitting an Application, Applicant agrees to these Official Rules and the decisions of Nestlé and Tufts University, on behalf of the Applicant each of its affiliated entities or persons, including but not limited to Applicant's employees, contractors, team members, owners, directors, officers, managers, owners, investors, respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Party"), and by submitting an Application, an Applicant hereby does release, defend and hold harmless Nestlé and Tufts University and any of their affiliates, subsidiaries, advisors and individuals acting as judges, and their respective officers, directors and employees as applicable ("Released Parties") from any and all causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, promises, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, claims and demands whosoever, in law, or equity, whether known or unknown, foreseen or unforeseen, which any Releasing Party has or may ever had, now or hereafter, arising out of or related to Contest, any Application including any research identified in the Application or in the Judging process, the Award, use or inability to use or be awarded the Award, these Rules, the preparation of any Application, delivery, misdelivery, acceptance, possession, attendance at, travel related to, misuse, and/or use of or inability to use the Award including but not limited to any claims related to any of Applicant's intellectual property, trade secrets, confidential information, corporate opportunities, prospective business or contracts, contractual agreements, any oral or written statements made to Nestlé or any statements made by Nestlé in any way related to the Contest, during the Contest or related to Judges or the judging process for the Contest.

11. Operation of Contest by Sponsor

Nestlé has the right to disqualify any Applicant from eligibility to receive the Award, terminate Award Recipient's use of the Award, and terminate Applicant's participation in the Contest at any time, without any notice, if Nestlé determines in its sole and final discretion that Applicant violated the Official Rules in any manner.

a. Neither Tufts University, Nestlé nor its parents, affiliated entities, advisors, agents, employees, contractors, officers or directors is liable or responsible for any lost, stolen, late, damaged, misplaced or misdirected Applications including for any problems or technical malfunctions related to the electronic submission of an Application.

b. If, for any reason, the Contest is not capable of running as planned including the unavailability of the Award for any reason, Nestlé reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Contest at any time.

c. By submitting an Application to the Contest, Applicant acknowledges that no joint venture, partnership, employment, fiduciary or agency relationship exists between Applicant or Award Recipient(s) and Nestlé, or any of its affiliated entities or advisors, and/or Nestlé or Tufts University.

d. Any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action. Any claims, judgments or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees. Under no circumstances will Applicant be permitted to obtain awards for, and Applicant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Applicant and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Sponsor: Nestlé Nutrition R&D Centers, Inc.

Administrator: The Gerald J. and Dorothy R. Friedman School of Nutrition Science and Policy at Tufts University

For questions, please email fnii@tufts.edu