ARBITRATION UNDER THE ARBITRATION RULES OF THE FINLAND CHAMBER OF COMMERCE

between

Oura Health Oy

(Finland)

And

Oura Inc.

(United States)

Claimants

and

Peter Attia

(United States)

Respondent

REQUEST FOR ARBITRATION

6 November 2026

ROSCHIER

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1. In accordance with Article 6 of the Arbitration Rules of the Finland Chamber of Commerce (the "**FAI Rules**"), Claimants hereby file this Request for Arbitration with the Arbitration Institute of the Finland Chamber of Commerce ("**FAI**").

1. Parties and representatives

2. Claimant Oura Health Oy is a privately held Limited Liability Company established under the laws of Finland, with its registered office at Elektroniikkatie 10, 90590 Oulu, and with the business identity code 2542776-4. Claimant Oura Inc. is a corporation organized under the laws of the State of Delaware, with its registered office at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

3. Effective 31 March 2026, Oura Inc. is the successor company to Oura Health Oy, although Oura Health Oy continues to exist. The Claimants will from time to time be referred to collectively as "**Oura**". Oura's global headquarters are located at 415 Kearny Street, San Francisco, California 94108.

4. Claimants are represented in this arbitration by Laila Sivonen and Taru-Tuulia Tammi of Roschier and William Savitt and Bradley R. Wilson of Gibson, Dunn & Crutcher LLP with the following contact details:

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5. Respondent Peter Attia is a private individual. Oura understands that Attia is a citizen of the United States who currently resides in the State of Texas and maintains a business address in the State of California.

6. Attia's counsel in matters related to this dispute is Adam Ford of Ford O'Brien Landy LLP, 275 Madison Avenue, 24th Floor, New York, New York 10016; tel. +1 212-858-0040; email aford@fordobrien.com.

2. Summary of the dispute

7. Oura is an always-on health intelligence platform designed to transform how people understand and manage their health in everyday life. It is anchored by Oura Ring, the world's smallest smart ring. As of 22 October 2026, Oura's platform served 6 million paid members and 56 markets worldwide.

8. Oura brings this arbitration seeking as its primary remedy rescission of two investment agreements dated 27 April 2018 and 29 October 2018, respectively, pursuant to which Attia acquired Series A preferred shares in Oura Health Oy (now Oura Inc.) (the "**Investment Agreements**").

9. By 2018, Oura was a more established company than it had been when it first raised Series A capital in 2016. This caused potential investors to see the reopening of Oura's Series A, at a slightly higher price per share, as a safer and more attractive investment opportunity than it had been previously. Therefore, when Oura entered into the Investment Agreements with Attia, the demand for Oura's Series A preferred shares greatly exceeded the limited allocation that Oura made available.

10. Many qualified investors seeking to participate in Oura's 2018 capital raises were turned away, and existing Oura investors who held pro-rata participation rights in future share offerings were asked to forgo those rights to make room for new investors. The new investors included Michael Dell (the founder of Dell Technologies), who participated in the October 2018 offering as the lead investor through an entity called DBV Investments.

11. Despite these supply challenges, Oura permitted Attia to invest in both 2018 offerings. Attia secured his coveted spot only by convincing Oura that he could provide substantial value to the company and its brand by holding himself out to the public as an Oura advisor and investor.

12. A critical premise of these investments was Oura's perception that Attia was an individual of integrity and ethics. Oura believed that Attia's values aligned with the company's brand and that allowing Attia to invest would increase Oura's credibility with prospective customers and partners. Attia's perceived integrity and ethical character was what Oura was purchasing when it permitted Attia to invest. Attia was well aware that Oura's willingness to accept his investment rested on the reputation attached to his public persona.

13. It later came to light that Attia had knowingly lied about and concealed key issues relating to his personal brand and reputation. These issues were material to Oura's

decision to sign the Investment Agreements and allow Attia to use his platform to publicize his relationship with Oura.

14. In early 2026, the U.S. Department of Justice ("DOJ") released millions of documents from its previously completed investigation of Jeffrey Epstein ("Epstein Files"). Epstein was a pedophile, a registered sex offender, and a child sex trafficker, and he ranks as or among the most infamous criminals of the twenty-first century.

15. The Epstein Files revealed that Attia had for years been a friend and confidant of Epstein's and that their relationship was ongoing when Oura and Attia signed each of the Investment Agreements. More than 1,600 of the documents released by the DOJ mention Attia's name. Included among them are sexually explicit messages, messages reflecting attempts by Attia to schedule visits to Epstein-owned properties, and a message from Attia confirming his understanding that he must never tell anyone about his close connection to Epstein.

16. The revelation of Attia's relationship with Epstein has destroyed Attia's reputation and caused incalculable damage to the companies and brands that are even loosely connected to him. Multiple companies have publicly cut ties with Attia; other physicians have publicly denounced him; and CBS News cancelled plans to feature Attia as a medical contributor in future programming.

17. Attia's failure to disclose his relationship with Epstein before entering into the Investment Agreements goes to the heart of his arrangement with Oura. If Oura had known about that relationship, it never would have allowed Attia to invest. Nor would Oura have permitted Attia to associate himself with the company in the public domain.

18. Similarly, Attia actively misrepresented to Oura that he had passed his medical board examinations. Oura discovered that he had not passed his medical board examinations only after Attia's book became the subject of increased public scrutiny when the Epstein scandal brought Attia's professional credentials into question.

19. Attia understood all this and knowingly hid that relevant information from Oura. Attia induced Oura to enter into a public-facing commercial relationship on the false pretense that he was an upstanding medical professional of high reputation. In fact, as Attia knew but concealed, he was an intimate friend of the world's most notorious sex criminal.

20. Attia should not benefit from this dishonesty. Oura accordingly seeks an award rescinding the Investment Agreements, or deeming them lapsed (in either case solely as between Attia and Oura), and requiring Attia to return his Oura shares for cancellation subject to Oura's repayment of the amount he invested. In the alternative, Oura

requests that the Investment Agreements be adjusted or set aside (again solely as between Attia and Oura) to avoid an unreasonable outcome. In the further alternative, to the extent that Attia disposes of any of his Oura shares, Oura seeks a monetary award that requires Attia to disgorge to Oura the total amount of his unjust monetary benefit.

3. Factual allegations

3.1 Attia's background and claimed reach as an influencer

21. Attia is a self-described expert on longevity. Prior to the release of the Epstein files, Attia was a frequent guest on a number of widely consumed health and wellness and general content podcasts, including "The Tim Ferris Show," "Huberman Lab," and "The Joe Rogan Experience." In 2018, Attia launched his own podcast, "The Peter Attia Drive," which Attia describes on his website as a "deep-dive podcast that explores the science and art of living the longest and healthiest life possible." Attia claims his podcast has more than 100 million total downloads, the vast majority of which were obtained before Attia's relationship with Epstein was revealed.

22. Attia also historically maintained an active presence on social media, including Instagram and Twitter/X. Prior to the release of the Epstein Files, Attia publicly claimed that he had hundreds of thousands of followers on social media. He also claimed that he had relationships with prominent business leaders and other influential people, the majority of whom Attia claimed were his patients.

3.2 Attia's pre-investment relationship with Oura

23. In late 2016, Attia met a private individual named Harpreet Rai, and the pair eventually formed a business relationship. Rai was an early investor in Oura and later a company employee. Rai became Oura's CEO in May 2018 and held that position until November 2021, when the Oura Board of Directors removed Rai for misconduct.

24. Although Attia was never an Oura employee, Rai would occasionally request Attia's input on matters pertaining to Oura's business and the development of the Oura Ring. Through these interactions with Rai, Attia learned information about Oura and its technology and financial position that was not known to the general public.

25. Recognizing that Rai was providing Attia with access to some of Oura's most sensitive corporate information, in February 2017, Oura required Attia to sign a Non-Disclosure Agreement. Attia acknowledged in that agreement that he would receive Oura "trade secrets and proprietary know-how" and committed not to "disclose, communicate . . . or in any other way expose" any confidential information to "any third person" without Oura's consent.

26. As one of the few individuals with access to Oura's most sensitive information, Attia owed Oura a heightened duty to act loyally and to protect the company's interests.

3.3 Oura permits Attia to purchase Series A preferred shares

27. In April 2018, Oura raised more than EUR 4,700,000 from outside investors by selling Series A preferred shares. Those investments were governed by a Series A Preferred Shares Investment Agreement, dated 27 April 2018 ("**April 2018 IA**").[1]

28. More than two dozen institutions and individuals participated in the April 2018 funding round and signed the April 2018 IA. There was significant interest from well-known and well-capitalized sophisticated investors, and as a result, the April 2018 funding round was oversubscribed. This meant that Oura had to choose which prospective investors would be allowed to participate in the funding round and which would not.

29. From its founding, Oura has adhered to the informal policy that there should be "no passengers in the capitalization table." Said differently, throughout its history, Oura has rarely accepted money from investors who brought nothing else to the table. Rather, in selecting among prospective investors, Oura favors those whose stature, networks, and reputations are consistent with and additive to Oura's brand. This is a selection criterion, not a contractual obligation. Oura does not require services from its investors, but it chooses investors with whom it is proud to be associated.

30. Attia did not possess similar financial resources or a comparable investment track record to the other investors that Oura allowed to participate in the April 2018 Series A funding round. Oura nevertheless decided to give him an allotment, for which Attia paid roughly EUR 50,000. This was a small fraction of the total investment Oura raised during this investment round.

31. Oura made this decision because it believed Attia to be a reputable physician whose public association with the company—which Attia, like any enthusiastic investor, could be expected to publicize—would reflect well on Oura. Attia induced Oura to grant him this allotment by cultivating Oura's belief in his integrity and reputation while concealing facts that destroyed both.

32. In October 2018, Oura raised more than EUR 3,300,000 million in additional funds from outside investors by selling more Series A preferred shares. More than three dozen institutions and individuals participated in the October 2018 funding round. Those

[1] Exhibit C1, Series A Preferred Shares Investment Agreement, dated 27 April 2018.

investments were governed by a Series A Preferred Shares Investment Agreement, dated 29 October 2018 ("**October 2018 IA**").[2]

33. The October 2018 funding round was even more oversubscribed than the April 2018 funding round. More than 60% of the capital invested in the October 2018 round came from Mr. Dell. Oura selected Mr. Dell to lead the round because of his impressive track record as a technology founder and investor, and notwithstanding that Mr. Dell's proposed economic terms were not the best terms offered to Oura. Accommodating Mr. Dell's significant investment again required Oura to make difficult decisions about which prospective investors would be allowed to participate in the round.

34. Attia was once again among the privileged group that received a share allotment in the October 2018 funding round. Oura allowed Attia to purchase additional Series A preferred shares in exchange for a further capital investment of around EUR 50,000. Attia's investment in the October 2018 funding round once again amounted to only a small fraction of the total amount Oura raised.

35. This second allotment rested on the same premise as the first: Oura's belief in Attia's integrity and good reputation, and its willingness to be publicly associated with him. As before, that premise was fundamental to Oura's decision to include Attia in the funding round, as Attia fully understood.

36. After receiving these preferred investment opportunities from Oura (through Rai), Attia began to publicly identify himself as an investor in Oura and an advisor to the company. Although Attia never had a formal advisory or consulting role with the company, Oura allowed Attia to publicize his connection to the company because it believed that Attia's investment in and support of the company would reflect well on Oura and its technology.

3.4 Attia concealed from Oura his close relationship with Epstein

37. Jeffrey Epstein was a notorious criminal. He died in prison by suicide in August 2019.

38. Attia and Epstein were close friends. The Epstein Files establish that their friendship began no later than 2015 and continued at least until early 2019.

39. By the time their relationship began, it was public knowledge that Epstein had pleaded guilty in 2008 to procuring a person under the age of 18 for prostitution and that he was a registered sex offender. The Palm Beach Post reported those facts in July 2008, and

[2] Exhibit C2, Series A Preferred Shares Investment Agreement, dated 29 October 2018.

numerous media outlets amplified that reporting over and over again in the years that followed.

40. Attia, who is married and has a young daughter, became friends with Epstein anyway. He did not tell Oura (or anyone else) about that friendship because Attia knew it would destroy his reputation—and potentially create legal jeopardy for Attia himself.

41. Attia's emails confirm that he made an affirmative decision to conceal the relationship. In June 2015, Attia wrote to Epstein: "You [know] the biggest problem with becoming friends with you? The life you lead is so outrageous, and yet I can't tell a soul."

42. The subject line of that email chain, selected by Attia, is "Got a fresh shipment." There is no text in the body of Attia's original message. In response, Epstein wrote "me too" and included an image that is redacted from the version the DOJ released to the public. Attia responded to that message, "Please tell [me] you found that picture on line . . . bastard," to which Epstein replied: "fraid not."

43. That is the sequence of emails that prompted Attia to observe that he could not "tell a soul" that he was friends with Epstein.

44. Attia and Epstein emailed about sex often—sometimes in shockingly crude terms. In February 2016, for example, Attia wrote to Epstein with the subject line "confirmed." The body of the message read: "Pussy is, indeed, low carb. Still awaiting results on gluten content, though."

45. Other emails released by the DOJ strongly imply that Attia was prescribing drugs to Epstein to boost his testosterone levels and increase his ability to engage in sexual activity. In another February 2016 email exchange, as the two men were discussing Epstein's recent lab results and his current doses of multiple prescription drugs, Attia wrote, "we joke about it, but if you're interested, I would really love to add 5 years or more to your life, while also enhancing your energy/performance, even if the only reason to do so is to have more sex."

46. The released emails also reveal the importance that Attia attached to the relationship and the sacrifices he was willing to make to spend time with Epstein. For example, it is now a matter of public record that in July 2017, Attia met with Epstein in New York while Attia's infant son was hospitalized in California after the child stopped breathing. Attia told this story in a 2022 book (without mentioning Epstein's role), explaining that in spite of his wife's pleas, Attia had remained in New York because he was "busy with my . . . important work."

47. On another occasion in August 2015, Attia made arrangements to visit Epstein at his New Mexico ranch, but that trip did not happen because Epstein cancelled it. The following year, after Epstein told Attia that he was in Palm Beach, Attia told him, "I miss you! When are you coming back? Maybe I need to visit you there." Epstein replied, "Good idea."

48. In another email exchange from April 2016, Attia referred to "LSJ"—an acronym for Little Saint James, the private island that Epstein owned that is alleged to have been the site of many of Epstein's most horrific abuses—and stated, "I need to visit sometime."

49. Attia's aggressive attempts to arrange meetings with Epstein in various locations across the United States and abroad support a reasonable inference that Attia knew about, and potentially participated in, Epstein's criminal activities. At the very least, the communications that are now public establish that Attia was suspiciously fond of spending time with Epstein, the known sex offender.

50. Attia himself admitted as much in an email he sent to Epstein's assistant in 2016, at the end of a week-long stay in Epstein's Manhattan apartment. In Attia's own words: "I go into JE withdrawal when I don't see him."

51. All of the Attia-Epstein emails discussed above predated Oura's decisions to allow Attia to invest in the company's Series A preferred shares in April and October 2018. But Attia never told anyone at Oura about his friendship with Epstein or any of their communications or meetings over a multiyear period.

52. To the contrary, throughout his dealings with Oura, Attia concealed his friendship with Epstein and held himself out as a person of high moral character and sound judgment. Attia knew those perceived qualities were critical to the public's willingness to trust him and his advice and his recommendations. He also knew that those same perceived qualities were essential to Oura's willingness to accept his investment and to be publicly associated with him.

53. Finally, Attia knew that Oura had no way to learn about his relationship with Epstein unless he disclosed it. Despite this, Attia kept that information from Oura.

3.5 Oura never would have permitted Attia to invest in the company were it not for his deceptive and dishonorable conduct

54. Oura never would have allotted Series A preferred shares to Attia had it known about his close connection with Epstein. Attia's monetary investments were immaterial to Oura, and Oura could have chosen another investor from among the many that were interested in buying shares in the two oversubscribed investment rounds in 2018. Oura

would never have risked its brand or its reputation with potential customers by associating with someone who consorted with registered sex offenders.

55. This obvious fact is confirmed by the widespread condemnation of Attia when his relationship with Epstein came to light earlier this year. Multiple health and wellness companies have cut ties with him, including David Protein, Athletic Greens , Virta Health, Eight Sleep, and LMNT. CBS News also severed its relationship with Attia, whom they had publicly announced as a new medical contributor just days before the DOJ released the Epstein Files. Numerous physicians also went on record with multiple media outlets to publicly denounce Attia.

56. Given Attia's access to Oura's confidential and proprietary information under the February 2017 Non-Disclosure Agreement, and his position as a prospective and then actual shareholder in a privately held company, Attia owed Oura a heightened duty to act loyally and to protect Oura's interests. This duty imposed upon Attia a continuous obligation to disclose any personal liabilities or personal conduct that may cause material harm to Oura or its reputation. But Attia did not disclose his relationship with Epstein before signing the Investment Agreements, even though Attia knew that his perceived integrity and strong public reputation were critical factors in Oura's decision to allow Attia to participate in Oura's 2018 investment rounds.

57. Although the total amount of damage is difficult to quantify, Attia's continuing share ownership is causing harm to Oura's brand. For example, Oura is aware that some consumers have considered boycotting the company due to Attia's claim to be an investor in Oura.

58. Attia should not be allowed to be personally enriched by his own deceptive and dishonorable conduct. The Series A preferred shares that Attia paid only EUR 100,000 to purchase are now worth many multiples of the amount he originally invested, and the value of those shares has the potential to increase even more as Oura continues to grow.

59. On 22 September 2026, Oura sent Attia's last known counsel a letter demanding that Attia (i) agree that the Investment Agreements are rescinded, or lapsed, with respect to him; and (ii) return his Oura shares for cancellation. In exchange, Oura offered to return to Attia the original price he paid for the shares. Attia's current counsel responded four days later, writing, in relevant part: "Dr. Attia rejects this demand in its entirety."

4. Governing law and arbitration agreement

60. The Investment Agreements contain identical "Governing Law" provisions. Sections 7.10 of the Investment Agreements provide as follows (in relevant part):

> *This Agreement is governed by and construed in accordance with the Laws of Finland excluding the application of its conflict of law rules.*

61. The Investment Agreements also contain identical dispute resolution provisions. Sections 7.11 of the Investment Agreements provide that:

> *Any dispute, controversy or claim arising out of or in connection with this Agreement or the transactions contemplated herein, or the breach, termination or validity therefore shall be finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three (3). The seat of the arbitration shall be Helsinki, Finland. The language to be used in the arbitral proceedings is English.*

62. Therefore, this arbitration shall be conducted under the FAI Rules, by an arbitral tribunal composed of three arbitrators, in Helsinki, Finland, and in the English language.

63. Moreover, pursuant to Sections 7.10 of the Investment Agreements, the law applicable to the merits is Finnish law.

5. Filing fee and amount in dispute

64. In accordance with Article 6.3 (j) of the FAI Rules, Oura Health Oy and Oura, Inc. attach a receipt of payment of the filing fee referred to in Article 7 of the FAI Rules. [3]

65. For the FAI's administrative purposes, Oura Health Oy and Oura, Inc. consider that the amount in dispute is approximately 35 million USD.

6. Appointment of arbitral tribunal

66. According to Section 7.11 of the Investment Agreements, the arbitral tribunal shall be composed of three arbitrators. Oura Health Oy and Oura Inc. nominate as arbitrator:

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> Hannes Snellman Attorneys Ltd
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67. Once Attia has filed his Answer and nominated an arbitrator, Claimants aim to agree with Attia on the identity of the presiding arbitrator. Subject to the discussions between the Parties regarding the presiding arbitrator, Claimants request the FAI to take such action as may be necessary to complete the appointment of the arbitral tribunal.

[3] Appendix 1, Proof of Payment of the Filing Fee, dated 5 November 2026.

7. Preliminary statement of relief sought

68. Oura Health Oy and Oura Inc. preliminarily request that the arbitral tribunal be appointed to:

(i) **declare** (a) that the Investment Agreements with respect to Attia are rescinded pursuant to Section 30 of the Finnish Contracts Act; and/or (b) that the Investment Agreements with respect to Attia are rescinded pursuant to Section 33 of the Finnish Contracts Act; **or**

(ii) **in the alternative, declare** that the Investment Agreements with respect to Attia have lapsed; **or**

(iii) **in the further alternative, declare** that the Investment Agreements must be adjusted or set aside pursuant to Section 36 of the Finnish Contracts Act due to their current terms leading to an unreasonable outcome resulting from Attia's failure to comply with his obligations regarding disclosure and loyalty; **and**

(iv) **order** that Attia return to Oura for cancellation all Series A preferred shares purchased by Attia pursuant to the Investment Agreements, as well as any other Oura shares traceable to such Series A preferred shares, subject to Oura's obligation to refund Attia's purchase price for all returned shares; **or**

(v) **in the alternative, order** that Attia return to Oura all unjust monetary benefits he has already received, or receives during the pendency of this arbitration, by selling Series A preferred shares or shares traceable to such shares for an amount that exceeds the price that Attia paid for such shares pursuant to the Investment Agreements; **and**

(vi) **in all events, order** Attia to compensate Oura Health Oy and Oura Inc. in full for all fees and costs (including attorney's fees and costs and the fees and costs of the FAI and the arbitral tribunal) arising out of or in relation to the arbitral proceedings, together with default interest beginning to accrue 30 days from the issuance of the final award.

In Helsinki, Finland, 6 November 2026

OURA HEALTH OY AND OURA INC.

Respectfully submitted





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8. List of exhibits and appendices

List of Claimant's fact exhibits

Exhibit C1 Series A Preferred Shares Investment Agreement, dated 27 April 2018

Exhibit C2 Series A Preferred Shares Investment Agreement, dated 29 October 2018

List of Claimant's appendices

Appendix 1 Proof of Payment of the Filing Fee, dated 5 November 2026