



Takeda Purchase Order Terms and Conditions for Canada, the EU, the EEA, the UK and Switzerland.

1. **PURPOSE AND SCOPE.** These terms and conditions (“Terms and Conditions”) apply to all purchases of goods and/or services by Takeda or its affiliate indicated in the Purchase Order (the “Purchaser”) from the supplier or service provider (“Seller”) identified under a purchase order or similar written request issued by Purchaser for the purchase and sale of such goods and/or services (“Purchase Order”). These Terms and Conditions and the Purchase Order, together with any Seller proposal or statement of work (“Seller Proposal Document(s)”), provided that Purchaser has attached such Seller Proposal Document to the Purchase Order or expressly included the Seller Proposal Document by reference in the Purchase Order, shall collectively constitute the “Order.” No legal terms and conditions, including any terms with respect to liability, indemnification, audit or intellectual property rights contained in any Seller Proposal Document and no terms and conditions contained in any other proposal, quotation, bid, estimate, acknowledgment, confirmation, acceptance or invoice given by Seller (collectively “Seller Documentation”), shall in any way supplement, modify or supersede any of the terms of this Order or otherwise be binding on Purchaser, and Purchaser hereby explicitly rejects all such other terms and conditions. To the extent of any conflict or inconsistency between these Terms and Conditions and any Purchase Order or Seller Proposal Document, such conflict shall be resolved in the following order of precedence: these Terms and Conditions, the Purchase Order and then the Seller Proposal Document(s). In the event Purchaser and Seller have entered into an agreement prior to, apart from or concurrently with this Order that governs the provision of the same goods and/or services covered by this Order, then the purchase of such goods and/or services shall be governed by this Order and such agreement. Purchaser may attach or expressly include by reference in such agreement one or more Seller Proposal Document(s). No legal terms and conditions, including any terms with respect to liability, indemnification, audit or intellectual property rights contained in any Seller Proposal Document and no terms and conditions contained in any other Seller Documentation, shall in any way supplement, modify or supersede any of the terms of such agreement or this Order or otherwise be binding on Purchaser, and Purchaser hereby explicitly rejects all such other terms and conditions. To the extent of any conflict or inconsistency between such agreement, these Terms and Conditions and any Purchase Order or Seller Proposal Document, such conflict shall be resolved in the following order of precedence: such agreement, these Terms and Conditions, the Purchase Order and then the Seller Proposal Document(s). Any additional or different terms applicable to such agreement or this Order (for example, payment terms) may be specified by Purchaser on the face of the Purchase Order or specified by Purchaser in an exhibit to such agreement or this Order, and in the event of a conflict shall take precedence over these Terms and Conditions, but not in respect of the liability of the parties, indemnification, audit rights or intellectual property rights. The engagement of Seller with respect to the purchase of goods and/or services is on a nonexclusive basis and Purchaser reserves the right to purchase the same or similar goods and/or services from third parties or to source them internally.

2. **ACCEPTANCE.** The first to occur of Seller’s acceptance of this Order (whether through the execution of an agreement or a Purchase Order, attaching or incorporating these Terms and Conditions by reference, or otherwise) or shipment of goods or commencement of services pursuant to this Order, shall constitute Seller’s agreement to the terms and conditions set forth in this Order. For greater certainty, if any Seller Documentation contains terms and conditions proposed by Seller, Purchaser’s acceptance of any such Seller Documentation shall not be construed as assent to any of the terms and conditions contained therein. This Order is only an offer to enter into a contract for the specified goods and/or services. Purchaser may revoke, amend or modify this offer at any time prior to Seller’s acceptance at no cost or penalty to Purchaser. The Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any Seller Documentation that is inconsistent with these Terms and Conditions.

3. **CHANGES.** Purchaser reserves the right at any time to make changes to this Order including changes to these Terms and Conditions by written notice to Seller, subject to giving Seller reasonable prior notice of the change to the extent mandatorily required by the law governing this Order. Such changes may include but are not limited to changes in specifications, designs, method of packing or shipment, quantity ordered, destinations and delivery schedules. If such



changes affect the compensation due or time required for performance, an equitable adjustment shall be made to the price or delivery schedule, or both. Seller agrees to accept any such changes subject to this Section. Any claim by Seller for adjustment must be asserted in writing within ten (10) business days from the date of receipt of Purchaser's amendment to this Order and must be agreed by Purchaser in writing. Seller shall not make any changes to this Order without Purchaser's prior written acceptance.

4. **INSPECTION AND RIGHT OF REJECTION.** Payment for goods and/or services delivered hereunder shall not constitute acceptance thereof. All goods and/or services covered by this Order shall be subject to final inspection and approval by Purchaser after delivery or completion, notwithstanding any prior payment. The Purchaser shall have the right to reject and return (at Seller's expense) all goods and/or services, or any portion of the goods and/or services, which: (a) do not comply with the terms of the agreement, if applicable, or this Order; (b) are delivered in excess of the quantity ordered; or (c) which do not conform with the warranties herein. Seller shall be responsible for all costs associated with the return of any rejected goods. The Purchaser shall, at Purchaser's option, have the right to require the refund of any payments made for rejected goods and/or services, or to receive replacements or reperformance of defective services, or to require a third party to make the required changes or repairs at the expense of Seller (whereupon Purchaser may require Seller to advance payment of such costs), and to seek the payment of damages. Seller shall warn Purchaser of any non-conformity of the goods or services (whether in quality or quantity) before delivery. Purchaser's failure to inspect goods and/or services prior to use shall not constitute acceptance of such goods, regardless of the passage of a reasonable period of time. Seller shall pay all costs of storage, packaging, insuring and shipment of such rejected goods within twenty (20) business days from the date of the Purchaser's request for a refund of any payments made for such rejected goods.

5. **WARRANTIES.** In addition to all other implied or express warranties or conditions, the Seller represents, warrants and covenants that the goods and/or services: (a) shall conform with the specifications stated in the agreement, if applicable, and this Order and the applicable descriptions, drawings, specifications or approved samples furnished by Purchaser, or if furnished by the Seller, approved in writing by the Purchaser and shall be provided in a safe, skillful and workmanlike manner in accordance with professional standards; (b) shall be of merchantable quality and fit for the purpose for which they are purchased; (c) be of good material and workmanship and contain no defect; (d) shall be free and clear of all liens, encumbrances or security interests which would conflict with the conveyance of absolute title to the Purchaser; (e) shall be manufactured, delivered or performed in compliance with all applicable federal, state, provincial, territorial, municipal and local laws, statutes, rules, regulations, orders, ordinances, guidance, guidance documents, policies, decisions of a court, government or governmental agency (collectively, "**Applicable Laws**"); and (f) shall not infringe any intellectual property rights of third parties. Seller shall comply with all Purchaser policies, procedures, and guidelines communicated to Seller in writing or made available to Seller from time to time, all as may be amended from time to time. Seller represents, warrants and covenants that its personnel will have the proper skill, training and experience. Seller has or will enter into written agreements with each of its employees, subcontractors and agents performing work for Purchaser containing the applicable restrictions and sufficient to vest the ownership rights to Purchaser as set forth in this Order. Seller warrants that if applicable, spare parts will be available during at least ten (10) years after delivery.

6. **PRICES.** Unless otherwise specified, all prices set forth in the relevant Purchase Order shall include all labeling, packing, insurance, delivery, transportation and installation/trial/start-up costs, customs duties and VAT, are firm and are not subject to escalation. If any of these items is not indicated separately or specifically excluded, the indicated price shall be deemed inclusive thereof. Any price reductions occurring after the issuance of the Purchase Order and before delivery of the goods and/or services shall apply to the goods and/or services subject to such Purchase Order. All prices for the goods and/or services are stated in Purchaser's local currency unless another currency has been agreed in writing.

7. **SUPPLIER CODE OF CONDUCT.** Purchaser is committed to responsible business practices and holds its suppliers to similar expectations. Purchaser is a signatory of the United Nations Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)). Purchaser's Supplier Code of Conduct supports its



commitment to uphold the UN Global Compact's 10 universally accepted principles in the areas of human rights, labor, environment and anticorruption, as applied to its supplier community. Seller acknowledges that it has received, read and agrees to comply with Takeda's Supplier Code of Conduct, a copy of which can be found at <https://www.takeda.com/what-we-do/suppliers/supplier-code-of-conduct/>. Purchaser intends to evaluate its supplier's fulfillment of the principles set forth in the Supplier Code of Conduct in connection with awarding business to and maintaining business with our suppliers. Seller agrees to cooperate with Purchaser's reasonable requests to records, facilities and personnel for review by Purchaser or Purchaser's designated third party in order to permit Purchaser to evaluate Seller's fulfillment of the principles set forth in the Supplier Code of Conduct and to fulfill Purchaser's own obligations. Purchaser expects Seller to engage in good faith discussions regarding any areas in which the principles set forth in the Supplier Code of Conduct are not fulfilled, and actions Seller will take to better fulfill the expectations set forth in the Supplier Code of Conduct. Failure of Seller to meet the expectations in the Supplier Code of Conduct may affect Purchaser's willingness to award business to or maintain business with Seller.

8. DIVERSITY. Seller acknowledges Purchaser's commitment to diversity, both for its own workforce, and within its supplier base through Purchaser's Supplier Diversity Program. Purchaser's Supplier Diversity Program seeks to increase opportunities for small businesses and diverse businesses (businesses owned or operated by historically underutilized population groups, such as women, minorities, veterans, persons with disabilities, persons representing a variety of sexual orientation or identity and others) to participate in Purchaser's contracts and subcontracts. To that end, for any permitted subcontract under this Order, Seller agrees to seek out and provide commercially reasonable opportunities for small and diverse businesses as described above to participate in such subcontracts to the extent consistent with the efficient performance of services. Purchaser invites and encourages small and diverse suppliers to identify themselves as part of the contracting process. If Seller is not a small or diverse business, Seller agrees, upon the request of Purchaser, to report spend with small and diverse businesses: (a) subcontracted under this Order, and/or (b) generally (not directly for this Order). In addition, Seller agrees to provide information concerning its workforce diversity efforts to Purchaser upon request.

9. SHIPPING; RISK OF LOSS; PACKAGING. Unless indicated to the contrary on the Purchase Order, shipments of goods shall be delivered to the destination(s) specified by Purchaser, freight pre-paid. Title to all goods and/or services will vest in Purchaser upon the earlier of: (a) payment; (b) delivery; or (c) inspection or acceptance. All risk of loss or damage to the goods and all costs of safe storage of the goods shall be with the Seller, until they are received by the Purchaser at the destination specified by the Purchaser and accepted by the Purchaser. If the goods originate outside the Purchaser's location, Seller shall be the importer of record, with responsibility for obtaining clearance of the goods through customs and for payment of any duties, import fees and any other amounts. All shipping documents must carry the correct lot number, product identification, purchase order number and the designated receiving dock. Each unit must be tagged with the shipper's name, description of the goods, purchase order number, lot number, receiving dock and product department (if applicable). All goods covered by this Order shall be suitably packed or otherwise prepared for shipment consistent with good commercial practices and all Applicable Laws, and to ensure that no goods are lost or damaged before, during or after transit.

10. DELIVERY. Time is of the essence in respect of this Order. All deliveries of goods and/or services shall be made by the delivery dates set forth herein. Delivery shall not be complete until the goods and/or services are received and accepted by the Purchaser. Seller shall immediately warn Purchaser of any likely delay and to take any step necessary to mitigate this delay. If delivery of goods or services is not completed by the time specified, Purchaser reserves the right, without liability and in addition to other rights and remedies: (a) to reject incomplete deliveries or services; (b) to terminate this Order by notice effective when received by Seller as to goods not yet shipped or services not performed; (c) to purchase substitute items and charge Seller with any loss incurred; (d) to receive a full refund of any amounts paid for goods or services not delivered or accepted within twenty (20) business days of such failure to deliver or notice of rejection; (e) to return at Seller's risk and expense all or any part of a nonconforming delivery; and (f) to hold Seller accountable for any loss or additional costs incurred, without prejudice to Purchaser's right to subsequently avail of (a) to (e). Purchaser's receipt or acceptance of all or part of a



nonconforming delivery does not constitute a waiver of any remedy Purchaser has under this Order or under Applicable Laws.

## 11. TERMINATION AND CANCELLATION

11.1 Without limiting the Purchaser's other rights and remedies, the Purchaser may terminate this Order at any time without liability to the Seller, on written notice (without extrajudicial demand or any other judicial or extra judicial step, unless mandatorily required by the law governing this Order), but subject to the mandatory provisions of applicable insolvency laws, in any of the following circumstances: (a) without cause (subject to providing reasonable prior notice prior to terminating an established commercial relationship when Seller is entitled to such reasonable prior notice pursuant to mandatory legal provisions) ; (b) the Seller is in breach of this Order including the failure to deliver by any of the specified dates, including without limitation as contemplated by Section 10; (c) the Seller ceases to conduct business in the normal course; (d) a proceeding under the applicable bankruptcy or insolvency legislation is brought against the Seller; (e) an execution is filed against the Seller or a trustee or receiver is appointed or applied for on behalf of the Seller; (f) an assignment is made by the Seller for the benefit of its creditors; or (g) Seller breaches Section 22 (Anti-Corruption) of this Order.

11.2 If the Purchaser terminates the Order at any time for any reason or without cause, the Seller shall stop all work and at the Purchaser's option: (a) in respect of goods not yet delivered and accepted by Purchaser and services not yet performed, Seller shall refund all deposits and payments made by Purchaser in respect of such goods and services within twenty (20) business days from the date of receipt of the Purchaser's notice of termination; or (b) at Purchaser's request, deliver any undelivered goods, whether completed or partially completed, and the results of any services performed, provided that Purchaser shall pay any applicable amounts set out in the Order for such goods and services upon receipt and acceptance by Purchaser of same.

12. PAYMENT. Purchaser shall pay Seller the price stipulated herein for goods and/or services delivered and accepted in accordance with this Order. Unless otherwise specified by Purchaser in this Order or agreed by Seller and Purchaser in writing, payment is due ninety (90) calendar days from the later of the date Purchaser receives Seller's invoice or the date on which Purchaser accepts the goods and/or services or, where this Order is governed by the laws of a country of the European Union or another country having transposed European Directive 2011/7/EU of 16 February 2011 on combating late payment in commercial transactions, sixty (60) days from the date of the invoice, it being noted that in the latter case Seller may ask for late payment interest at the minimum rate required by the law governing the Order as well as compensation for recovery costs of EUR 40 (or such mandatory minimum amount provided by the law governing the Order). No payments will be made by Purchaser without an invoice containing supporting detail, appropriate itemization of charges and expenses, and a reference to the applicable Purchase Order number as well as all other particulars that an invoice must contain under the law governing this Order. Supporting details should include, as applicable, VAT, all taxes/duties, packaging, delivery cost, installation/trial/start-up, documentation, initialization, testing, approvals, certificates, etc., the price for the goods and/or services excluding VAT and duty according to applicable VAT regulations, the customs and excise authority's standard number for imported products. Purchaser reserves the right to demand reimbursement for customs and excise duties from the Seller. Seller will pay all taxes in connection with the sale or delivery of the goods and/or services to Purchaser; except applicable sales taxes that Seller states as a separate line item on each quotation and invoice. Foreign withholding tax, if applicable, shall be deducted from payments hereunder, and shall be paid by Purchaser to the appropriate tax authority. All payments will be in Purchaser's local currency unless otherwise agreed in writing.

13. CONFIDENTIALITY. The Seller: (a) shall hold all information disclosed hereunder by the Purchaser or its affiliates, including, but not limited to, all trade secrets, technical know-how, descriptions, recipes, manufacturing instructions and models, and any scientific and financial information, in confidence and shall not disclose such information to any third party without the prior written consent of the Purchaser; (b) shall not use such information for any purpose other than to fulfill Seller's obligations under this Order, without the prior written consent of the Purchaser; and (c) shall use at least the same degree of care, but not less than a reasonable degree of care, to safeguard such information as it employs with respect to its own information of





similar nature. Upon the expiration or earlier termination of this Order, or upon Purchaser's request, Seller agrees to - and procures that any of its subcontractors shall - promptly return to Purchaser, or destroy, all documents or other tangible or intangible materials containing and/or embodying any of such information and to certify that all such information has been returned to Purchaser or disposed of in a manner approved by Purchaser. Seller shall ensure that each of its employees who are involved in the performance of Seller's obligations under this Order will abide by the nonuse and confidentiality obligations as set forth in this paragraph. The obligations of the Seller under this Section shall survive termination, cancellation or expiration of this Order. Where the law governing this Order requires a confidentiality undertaking to be limited in time, it is agreed that the obligations set out in this Section 13 shall remain in force until 5 years after the termination, cancellation or expiration of this Order, without prejudice to any longer protection afforded by the law governing this Order to certain confidential information (such as trade secrets under, and within the meaning of, Directive (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure).

#### 14. PURCHASER MATERIALS; INTELLECTUAL PROPERTY RIGHTS.

14.1 During the term of this Order, Purchaser may provide to Seller certain proprietary information and materials, including without limitation, certain biological or chemical materials, and copyrights, patents, trademarks, trade names, logos, trade secrets and any and all other intellectual property (collectively, "**Purchaser Materials**") for Seller's use in providing goods and/or services hereunder. Such Purchaser Materials include any constituents, progeny, mutants, derivatives or replications of or from the materials themselves. Purchaser shall retain all right, title and interest (including without limitation all intellectual property rights) in and to such Purchaser Materials. No rights are being conferred to Seller hereunder to any Purchaser Materials. Seller will return Purchaser Materials to Purchaser upon the earlier of the termination of this Order or upon Purchaser's request. Seller agrees: (a) to maintain Purchaser Materials in confidence, pursuant to Section 13; (b) to reasonably safeguard Purchaser Materials from damage and loss; (c) not to transfer such Purchaser Materials to others; and (d) to use Purchaser Materials solely in furtherance of Seller's obligations under this Order.

14.2 Any documents, information, data, artwork, concepts, reports, discoveries, inventions, innovations, copyrightable works or other intellectual property that is conceived, discovered, reduced to practice, provided, made or developed by Seller, by Purchaser, or by Seller and Purchaser together in the course of performing the services (the "**Work**") shall be the sole and exclusive property of Purchaser, including but not limited to all rights and intellectual property rights therein. Seller hereby irrevocably assigns and agrees to assign, and shall require anyone working for Seller to assign, all rights including but not limited to all intellectual property rights in such Work to Purchaser. Seller shall waive and shall require anyone working for Seller to irrevocably and unconditionally waive any moral rights in the Work in favour of Purchaser. Seller agrees to execute and obtain execution of any documents (including assignments) necessary to accomplish the intent of this paragraph with no obligation for additional payment by Purchaser beyond that identified in this Order and specific work requests. During the term of this Order and thereafter, Seller shall fully cooperate with, and assist Purchaser in filing patent, trademark and copyright applications, and otherwise protecting its right to the Work. To the extent that any rights in the Work do not vest in Purchaser pursuant to this Section, Seller grants to Purchaser and its affiliates a perpetual, royalty-free, irrevocable, transferable, sublicenseable license to exercise all intellectual property rights in the Work.

15. INFRINGEMENT. The Seller represents, warrants and covenants that the use or sale of the goods and/or services purchased hereunder or use or sale of the Work shall not infringe any intellectual property rights, including but not limited to patents, trademarks, industrial designs or copyrights. The Seller agrees to defend, at the Purchaser's option and at the Seller's own risk and expense, and to indemnify and hold the Purchaser and its affiliates and each of their directors, officers, employees, licensors, suppliers and agents, customers and vendors harmless from all losses, damages, liabilities, injury, claims, demands, lawsuits, actions, proceedings, judgments and expenses, including reasonable legal fees and costs, resulting from or relating to or brought against the Purchaser for: (a) alleged or actual infringement of any intellectual property rights relating to the goods and or services purchased hereunder or Work provided hereunder; and/or



(b) any alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder. If the use of goods, services and/or Work, or any part thereof, is enjoined due to infringement, or precluded by settlement, Seller will, at its own expense, and at Purchaser's option, either procure for Purchaser the right to continue using such goods, services and/or Work, replace the same with non-infringing goods, services and/or Work that conform to the specifications, or modify such goods, services and/or Work in a manner acceptable to Purchaser so it becomes non-infringing.

16. INDEMNIFICATION. The Seller shall defend (at Purchaser's option and at Seller's sole risk and expense), indemnify and hold the Purchaser and its affiliates and each of their directors, officers, employees, licensors, suppliers and agents, customers and vendors harmless against any losses, damages, liability, injury, claims, demands, lawsuits, actions, proceedings, judgments and expenses, including reasonable legal fees and costs that the Purchaser may incur due to: (a) the Seller's breach of this Order; (b) the Seller's breach of any Applicable Law; (c) any tortious (including negligent) or willful act or omission by the Seller, its employees, agents, servants, contractors or subcontractors; (d) any actual or alleged defect in the goods; (e) any failure to comply with any express or implied warranty as provided herein or otherwise provided by law; (f) the work performed by Seller or Seller's agents or subcontractors, including any claims that arise due to: (i) injury to or death of any person; (ii) loss of or damage to property; or (iii) damage to the environment. This indemnity applies even in the event of concurrent negligence by Purchaser, but does not apply where the sole cause of the liability, loss or expense is the willful misconduct or negligence of Purchaser. The provisions of this Section shall survive the delivery and acceptance of the payment for the goods or completion and acceptance of and payment for services hereunder, as the case may be.

17. LIMITATION OF LIABILITY. IN NO EVENT WILL PURCHASER OR ITS AFFILIATES, OR EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS AND AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY LOSSES OR DAMAGES, OR ANY LOST PROFITS OR REVENUES (*LUCRUM CESSANS*).

18. INSURANCE. Seller shall maintain proper and sufficient insurance coverage issued by a recognized insurer during the term of this Order and for a reasonable period thereafter, commensurate with industry practice and as necessary to have coverage relating to Seller's obligations and indemnities under this Order, including goods until delivery. Where Applicable Laws include laws implementing European Directive 85/374/EEC of 25 July 1985 on the approximation of the laws, regulations and administrative provisions of the Member States concerning liability for defective products, Seller's insurance shall cover its liability for defective products under such laws for a minimum amount of EUR 5,000,000 (or its equivalent in another currency), unless agreed otherwise.

19. ANNOUNCEMENTS, PRESS RELEASES, RESTRICTION ON PUBLICATIONS. Seller may not publish any articles or make any presentations or communications relating or referring to any of the goods and/or services or Work, information or materials obtained or generated in the performance of Seller's obligations hereunder without Purchaser's prior written consent. Seller shall not use the trade name, logos or trademarks of Purchaser for any purpose whatsoever without Purchaser's prior written consent. The Seller or any subcontractors of the Seller may not, without the express written consent from Purchaser, issue press releases, publish advertisements or engage in other forms of advertising in connection with this Order. Seller will not disclose to others the fact that Purchaser has purchased or plans to purchase the goods and/or services from Seller, or the terms of such purchase, without Purchaser's prior written consent, except as is necessary to fulfill Seller's obligations hereunder, or as required by Applicable Law.

20. FORCE MAJEURE; NO HARDSHIP.

20.1 Notwithstanding any other provision of this Order, Purchaser and Seller shall each be excused for any delay or default in performing any of its respective obligations hereunder if such delay or default is caused by an act of God, government restrictions (including import and export restrictions), wars, insurrections, labor disturbances, shortages of equipment, fuel or labor, destruction of facilities or materials by fire, earthquake, storm or other casualty, judgment or injunction of any court, pandemic, epidemic, local disease outbreak, public health emergency,



communicable disease outbreak, failure of public utilities or common carrier. If such delay or default (except with respect to a failure to pay) continues for longer than thirty (30) calendar days, either party shall have the right to terminate this Order by providing the other party with written notice of its intention to terminate.

20.2 To the greatest extent permitted by the law governing this Order, Seller waives any right it could otherwise have under such governing law to seek the termination of the Order, have a judge amend its terms or otherwise exonerate itself from its obligations under this Order, on the ground that an unforeseen event renders performance of the Order more onerous (albeit not impossible to perform) for Seller, upsets the equilibrium of the Order, or otherwise creates hardship for Seller.

21. NO EXCLUSION OR DEBARMENT. Seller shall not use in any capacity, in connection with the performance of any goods or services, the services of any person who, to its knowledge and after having made all reasonable enquiries: (i) is debarred or otherwise excluded or disqualified, or, to the best of its or their knowledge, is under consideration for debarment, exclusion, or disqualification from the practice or provision of any healthcare services or items, as the case may be, by any competent body or under any Applicable Laws; (ii) is excluded, debarred, suspended, or rendered otherwise ineligible to participate in healthcare programs or in procurement or non-procurement healthcare-related programs; (iii) has been convicted of a criminal offense related to the provision of healthcare items or services; or (iv) is otherwise subject to any restrictions or sanctions by the a regulatory healthcare authority or other governmental agency.

22. ANTI-CORRUPTION. In providing the goods and/or services Seller and its employees and agents: (a) shall not offer to make, make, promise, authorize or accept any payment or giving anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business; and (b) shall comply with all anti-corruption and anti-bribery applicable laws and regulations that may be applicable to one or both parties to this Order. Seller and its employees and agents shall not make any payment or provide any gift to a third party in connection with Seller's performance of this Order except as may be expressly permitted in this Order, without first identifying the intended third-party recipient to Purchaser and obtaining Purchaser's prior written approval after demonstrating to Purchaser that such facilitating payment or gift would not be a violation of Applicable Laws. Seller shall notify Purchaser immediately upon becoming aware of any breach of Seller's obligations under this Section. Seller shall require each employee and agent of Seller who will perform services pursuant to this Order to participate in any anti-corruption training reasonably required by Purchaser. Purchaser shall have the right to immediately terminate the Order in connection with any breach of this Section by Seller in accordance with Section 11.

23. SELLER ASSISTANCE; NOTICE OF GOVERNMENT INSPECTION. Seller shall promptly comply with any request from Purchaser for information and assistance to enable Purchaser to ensure and confirm compliance with Applicable Laws. Seller shall immediately notify Purchaser upon becoming aware of any governmental or regulatory review, audit or inspection of Seller's facilities, processes or products that might relate to the goods and/or services.

24. INTERACTIONS WITH HEALTHCARE PROFESSIONALS OR HEALTHCARE ORGANIZATIONS. Where Seller engages or interacts with any Healthcare Professional or Healthcare Organization (each as defined below) in the course of providing the goods and/or services, whether to undertake market research, conduct interviews, to obtain or elicit advice or information or otherwise, Seller shall, when required by Applicable Laws and/or by Purchaser in writing, put in place a written agreement between the Healthcare Professional or Healthcare Organization and Purchaser in a form provided or approved by Purchaser which shall govern the engagement or interaction with the Healthcare Professional or Healthcare Organization. If Seller is a Healthcare Organization or is or includes a Healthcare Professional, the parties acknowledge and agree that the compensation (including any fees, expenses or other amounts) paid to Seller pursuant to this Order: (A) constitutes fair market value for the goods and/or services; (B) is not being given in exchange for any explicit or implicit agreement by Seller to recommend or provide favorable status for any of Purchaser's products or to influence any drug formulary or any



prescribing or dispensing decisions contrary to any Applicable Law; and (C) has not been determined in a manner that takes into account the volume or value of any referrals generated by Seller. Where Purchaser directs Seller to pay any Healthcare Professional or Healthcare Organization, Seller shall pay only the amount that has been approved by Purchaser and shall be responsible for all tax reporting required by Applicable Laws. Seller shall provide Healthcare Professionals or Healthcare Organizations with only such educational items, work materials and meals in connection with the services as have been approved by Purchaser. Seller shall inform Healthcare Professional or Healthcare Organization that any Reportable Event of which Seller becomes aware in the course of performing this Order will be reported to Purchaser and, when required by Applicable Laws, to regulatory authorities. In this Order “**Healthcare Professional**” means any natural person who is a member of the medical, dental, pharmacy or nursing professions or any other person who, in the course of his or her professional activities, may prescribe, purchase, supply, dispense, recommend or administer a medicinal product or be involved in related treatment or disease management, or is a person who by education, training, certification, or licensure is qualified to and is engaged in providing health care. For the avoidance of doubt, the definition of Healthcare Professional includes: (a) any official or employee of a government agency or other organization (whether in the public or private sector) who may prescribe, purchase, supply or administer medicinal products; and (b) any employee whose primary occupation is that of a practicing Healthcare Professional, “**Healthcare Organization**” means any legal person: (y) that is a healthcare, medical or scientific association or organization (irrespective of the legal or organizational form) such as a hospital, clinic, a Healthcare Professional Corporation, foundation, university or other teaching institution or learned society through which goods and/or services are provided, or has an interest in or is impacted by the activities of a Healthcare Professional, such as but not limited to involvement in the supply or purchase of prescription or non-prescription medicines and/or treatments and “**Reportable Event**” means an Adverse Event, Special Situation or product complaint and any follow-up information relating to same.

25. **TRANSPARENCY REPORTING; INTERACTIONS WITH PATIENTS.** Within sixty (60) days of submission of any invoice to Purchaser for transfers of value Seller made prior to the invoice date for goods or services provided by and/or expenses incurred by any physician, dentist, podiatrist, chiropractor, optometrist, physician assistant, pharmacist, nurse, nurse practitioner, health plan employee, hospital, clinic, or other entity owned by, employed by, or otherwise engaged by Health Care Professionals or Healthcare Organizations licensed in United States, Canada, European Union, other countries of the European Economic Area, the United Kingdom, Switzerland, Japan or any other jurisdiction that Purchaser requests, Seller shall report all information required by Purchaser concerning such transfers of value through Purchaser’s transparency reporting system or through such other method as may be approved by Purchaser. In addition, Seller shall provide a report the expenditures that it may invoice Purchaser that are not directly related to the activities of Health Care Professionals in the form and within the reasonable timelines requested by Purchaser. Failure to timely make all required reports shall constitute a material breach of this Order. Prior to engaging any patient in connection with the provision of goods and/or services, Seller shall obtain the patient’s authorization for Purchaser’s use of the goods, services and/or Work. Each such consent shall be prepared and provided in accordance with Applicable Laws.

26. **NO PROCESSING OF PERSONAL INFORMATION.** The performance of the Order does not require the transfer of Personal Information by Purchaser to Seller nor does it require Purchaser to collect and/or otherwise process Personal Information on behalf of Purchaser. Should Personal Information be inadvertently transferred by Purchaser to Seller, Seller shall not be entitled to use or otherwise process such Personal Information; Seller shall notify Purchaser of such incident whereupon Purchaser may request Seller (after entering into a data processing agreement with the Seller when required) to delete or return the relevant Personal Information. In this Order, “**Personal Information**” means any personal information or personal data (as such terms are defined in applicable data protection and privacy laws). For the avoidance of doubt, this Section does not prevent the Seller from collecting Personal Information from the officers, employees or other representatives of the Seller and processing such Personal Information for the purposes of (i) verifying and evidencing the authority of the persons purporting to represent the Purchaser when entering into a contract or any amendment thereto, when making any notice or giving any





instruction to Seller pursuant thereto or receiving on behalf of Purchaser any goods or services delivered by Seller as well as (ii) proposing goods and services in accordance with applicable data protection and privacy laws. If Seller becomes in possession of data (albeit not necessarily Personal Information) belonging to Purchaser, Seller agrees to notify Purchaser without undue delay, and in no event later than twenty four (24) hours of becoming aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, data transmitted to, stored or otherwise processed by Seller. Such notification shall be submitted to [CyberSecurity@takeda.com](mailto:CyberSecurity@takeda.com), [ThirdPartySecurity@takeda.com](mailto:ThirdPartySecurity@takeda.com), and [privacyoffice@takeda.com](mailto:privacyoffice@takeda.com). In addition to such notification, Seller will provide to Purchaser sufficient information for Purchaser to assess the security incident and make any notification within the timeline required by Applicable Law. Seller will reasonably cooperate with Purchaser in Purchaser's investigation and resolution of the security incident.

27. **RIGHT TO AUDIT.** Seller shall maintain accurate books and records of all goods and/or services provided and all prices paid by Purchaser. During the term of this Order and for ten (10) years following its expiration or earlier termination or cancellation, Purchaser shall have the right, at its own expense, to audit Seller's books, procedures, records, systems, and facilities used in performing this Order during normal business hours for the purpose of verifying Seller's compliance with the terms of this Order, the provision of the goods and/or services, the accuracy of the invoices submitted by Seller, the amounts paid or payable by Purchaser or Seller hereunder and compliance with subcontracting laws. Purchaser shall be entitled to take copies of such books, procedures and records to the extent that they relate to the performance by Seller of this Order. Purchaser shall bear the cost of carrying out the audit unless it reveals a discrepancy of greater than five percent (5%) between any sums paid to or invoiced by Seller under this Order and the sums actually due to Seller under this Order, in which case Seller shall immediately either repay to Purchaser the amount of the discrepancy or issue a revised invoice for the correct sums, and pay to Purchaser the costs of making the relevant audit. This Section shall survive any provision of the goods and/or services or termination of this Order.

28. **WAIVER.** The remedies contained herein are cumulative and in addition to any other remedies at law or equity. A party's failure to enforce any terms or conditions herein or to exercise any right or privilege or the waiver of any default hereunder shall not be a waiver of any other terms, conditions, or privileges or any subsequent default.

29. **PERMITS, INSTALLATION/TRIAL/START-UP; FIGHT AGAINST UNDECLARED WORK.**

29.1 Seller will give required notices, and secure and pay for temporary permits, licenses and easements required for its work. Unless agreed otherwise, Seller will secure and pay for permits, licenses and easements required for permanent installations as well all, more generally, all installation, trial and start-up costs. Any installation shall be carried out in accordance with safety rules required by Applicable Laws and Purchaser's safety policies.

29.2 With reference to any law against undeclared work that may apply to Purchaser (including any law transposing article 8 of European Directive 2009/52/EC of 18 June 2009 providing for minimum standards on sanctions and measures against employers of illegally staying third-country nationals), Seller undertakes to communicate to Purchaser, upon accepting the Purchase Order and subsequently every six months or at such frequency required by such law, such documents that such law requires a client to obtain from a service provider (in case of an order exceeding the applicable threshold) as evidence that the latter (or any subcontractor of the latter) comply with its obligations to declare its employees and pay social security contributions saddling employers.

30. **SEVERABILITY.** In the event any provision hereof shall be deemed invalid or void in whole or in part by any court of competent jurisdiction, the remaining terms and provisions of this Order shall remain in full force and effect.

31. **ASSIGNMENT AND SUBCONTRACTING.** This Order (and any rights or obligations hereunder) shall not be assigned, delegated or subcontracted by Seller, without the prior written consent of the Purchaser. Such consent shall not relieve Seller of its obligations and liabilities and Seller shall be liable for the acts or omissions of its permitted subcontractors. Seller must include the relevant terms of this Order in contracts with permitted subcontractors and comply with



Applicable Laws on subcontracting so that no subcontractor may ever become entitled to claim direct payment from Purchaser, such as (where required by Applicable Laws) seeking the approval of Purchaser on the identity and payment terms of the proposed subcontractor and providing the Purchaser with a copy of the bank guarantee given by Seller to the subcontractor. This Order is binding on the parties' successors and permitted assigns.

32. SET-OFF. All claims for money due or to become due from Purchaser shall be subject to deduction or set-off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

33. GOVERNING LAW. This Order shall be governed by and construed in accordance with the laws of the jurisdiction in which Purchaser has its principal place of business, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction. It is specifically agreed by the parties that the United Nations Convention on Contracts for the International Sale of Goods is not applicable to this Order. The Purchaser has the right to take action in a court that has jurisdiction over Seller's place of business.

34. QUALITY CONTROL; INSPECTION. If applicable, Seller must implement appropriate quality control measures during the fabrication process and provide Purchaser with quality documentation in respect of the relevant goods. Subject to the Purchaser's other rights hereunder, and reasonable notice, the Purchaser shall have the right to inspect goods while they are being fabricated for ensuring production and quality control processes are compliant. In case of non-compliance, Seller shall remedy the situation at its cost and Purchaser shall be entitled to carry out additional inspections at Seller's expense for the purposes of verifying that the non-conformity has been remedied, without prejudice to Purchaser's right under Section 11 (Termination and Cancellation).

35. RELATIONSHIP OF THE PARTIES. In the event that services are supplied to the Purchaser, the individuals supplying such services shall in no event be construed to be employees or agents of the Purchaser.

36. SURVIVAL. All obligations which are expressly stated to continue beyond the termination, cancellation or expiration of this Order, as well as the obligations of the parties under this Order that by their nature would continue beyond the termination, cancellation or expiration of this Order shall survive termination, cancellation or expiration of this Order, including Sections 4 (Inspection and Right of Rejection), 5 (Warranties), 11.2 (Termination and Cancellation), 13 (Confidentiality), 14 (Purchaser Materials; Intellectual Property Rights), 15 (Infringement), 16 (Indemnification), 17 (Limitation of Liability), 18 (Insurance), 19 (Announcements, Press Releases, Restrictions on Publications), 23 (Seller Assistance; Notice of Government Inspection), 24 (Interactions with Healthcare Professionals or Healthcare Organizations), 25 (Transparency Reporting, Interactions with Patients), 26 (Compliance with Data Protection and Privacy Laws), 27 (Right to Audit), 28 (Waiver), 30 (Severability), 32 (Setoff), 33 (Governing Law), 35 (Relationship of the Parties), 36 (Survival), 37 (Pharmacovigilance) and 38 (Entire Agreement).

37. PHARMACOVIGILANCE. Seller shall comply with the pharmacovigilance reporting obligations set out in Exhibit "A" to this Order.

38. ENTIRE AGREEMENT. This Order and any separate services or other agreement entered into by Purchaser and Seller relating to the provision of the same goods and/or services covered by this Order, constitute the entire agreement of the parties with respect to the subject matter of this Order and, together, such documents and agreements supersede any unwritten statements, agreements or understandings between Purchaser and Seller with respect to the subject matter of this Order.

39. COUNTERPARTS AND DELIVERY. This Order may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

40. NOTICE. Any notice or communication required by this Order must be in writing and either: (a) delivered personally or by courier; (b) sent by prepaid registered mail; or (c) transmitted by facsimile, email or functionally equivalent means of transmission, charges (if any) prepaid to the



address of the party set out on the face of the Purchase Order. Any notice or communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the notice or communication will be deemed to have been given or made and received on the next business day. Any notice or communication sent by prepaid registered mail will be deemed to have been given or made and received on the fifth business day after which it is mailed. Any notice or communication transmitted by facsimile, email or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice or communication is transmitted on a day which is not a business day or after 4:00 pm (local time of the recipient), the notice or communication will be deemed to have been given or made and received on the next business day.

October 1, 2022



Exhibit "A"

**Pharmacovigilance Reporting**

**Definitions.** As used in this section, the following terms shall have the following meanings:

**"Adverse Event"** means any untoward medical occurrence in a patient or clinical investigation subject administered a Takeda Product, which does not necessarily have to have a causal relationship with this treatment. An adverse event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom or disease temporarily associated with the Takeda product

**"Other Safety Data"** means any:

- (i) Suspected transmission of an infectious agent: All information on a suspected (in the sense of confirmed or potential) transmission of an infectious agent by a medicinal product;
- (ii) Use of falsified / counterfeit medicinal product;
- (iii) Drug-drug interactions and drug-food interactions; or
- (iv) Inadvertent or accidental exposure with or without an Adverse Event.

**"Special Situation Report" or "SSR"** means any:

- (i) Pregnancy: Any case in which a pregnancy patient is exposed to a Takeda Product or TAKEDA-IMP or in which a female patient or female partner of a male patient becomes pregnant following treatment with Takeda Product or TAKEDA-IMP. Exposure is considered either through maternal exposure or via semen following paternal exposure;
- (ii) Breastfeeding: infant exposure from breast milk;
- (iii) Overdose: All information of any accidental or intentional overdose of Takeda product;
- (iv) Drug abuse, misuse or medication error: All information on medicinal product abuse, misuse or medication error (potential or actual);
- (v) Collecting detailed information for AEs occurring in the pediatric or elderly population, as described in GVP Module VI;
- (vi) Lack of efficacy of Takeda Product;
- (vii) Occupational exposure as a result of one's professional or non-professional occupation, not exposure to one of the ingredients during manufacturing; or
- (viii) Use outside the terms of the marketing authorization holder, also known as "off-label"

**"Takeda Product"** means any of Takeda's medicinal products, biological products, and/or devices/com- bination products (drug/device is together in same presentation).

As part of Takeda's corporate and regulatory responsibilities, Takeda collects Adverse Event, Special Sit- uation Reports and Other Safety Data on Takeda Products from various sources. Unless otherwise dictated by local regulations, Takeda shall be responsible for all pharmacovigilance and device vigilance activities regarding Takeda Products.

Seller and any subcontractors for Seller shall communicate to Purchaser within one (1) business day (not to exceed three (3) calendar days) of awareness, any reports of Adverse Events, Special Situation Report, or Other Safety Data coincident with the use of any Takeda Product, including but not limited to the particular Takeda Product(s) that are the subject of this Order.

Seller shall request and capture the following information, regarding each Adverse Event, Special Situation Report and Other Safety Data whenever possible and following local regulations:

- Name of the Takeda Product (generic name and/or trade name);
- Date of awareness (date seller became aware of the event);
- Description of the event (including reporter causality assessment, if available);
- Patient identifier information (such as initials, gender and age);
- Reporter information (profession, name, and contact information); and





- *Batch number/lot number and expiration date of the Takeda Product, if available.*

*NOTE: Adverse Events, Special Situation Reports or Other Safety Data must be reported even if patient and/or reporter information is not available.*

*Seller shall include any additional relevant information it obtains in the report it documents to Purchaser. All Adverse Events, Special Situation Reports, and Other Safety Data should be reported to Purchaser. Takeda may need to follow up with the reporter and Seller should attempt to obtain the reporter's consent to be contacted by Takeda.*

*Takeda will send Seller confirmation of receipt for each Adverse Event, Special Situation Report or Other Safety Data reported by Seller. If Seller does not receive an email acknowledgement from Takeda confirming receipt, Seller will query Takeda for confirmation of receipt.*

*Seller shall also report any follow-up information that Seller receives related to any previously reported Adverse Event, Special Situation Report or Other Safety Data to Takeda within one (1) business day (not to exceed three (3) calendar days) of Seller's awareness.*

*If Seller fails to report to Purchaser within one (1) business day (not to exceed three (3) calendar days) as required herein, or otherwise fails to comply with any requirement of this section, Seller shall provide a written reason for the delay and act upon request from Takeda.*

*Seller shall ensure that each employee providing goods and/or services hereunder is appropriately trained on the requirements of this section. Seller shall document and maintain records of completion of all such trainings and shall make such records available to Takeda upon request, including for any audit and regulatory inspections.*

*Takeda has the right to audit Seller's systems and records related to compliance with these requirements, according to provisions in this Order. Seller will provide support to Takeda as it relates to goods and/or services under this Order should Takeda require such support during a Health Authority/Notified Body inspection or audit of Takeda.*