

Takeda Standard Contract Terms Generally Applicable to Purchases of Goods and Services

This document outlines select key terms and conditions required for the purchase of goods or services by Takeda. These key terms serve set a baseline for Takeda's purchase activities, and are typically present in one form or another in each contract. **Please note that the terms presented here are not a legal agreement.**

Takeda has created legal templates that contain these terms along with other necessary legal elements, such as definitions, parties, signatures and the like. In some cases specialized templates have been developed which address issues that are specific to those engagements. While these baseline terms and conditions are generally reflected in those specialized templates, in some instances the legal terms differ to address concerns that are specific to those types of engagements.

1. **WARRANTIES.** Company represents and warrants to Takeda that:
 - (A) at all times during the Term hereof, Company will hold all permits, licenses and authorizations necessary to supply the Services and to enable it to comply with its other obligations under this Agreement, and Company has all necessary rights to grant the assignments and grant or procure the grant of the licenses set out in Section 8;
 - (B) there are no commitments, conflicts of interest or other circumstances which will prevent or otherwise inhibit Company providing the Services; and
 - (C) Company will perform all the Services pursuant to this Agreement and each SOW in a timely and professional manner, in full compliance at all times with all applicable laws and regulations, codes and guidelines.

2. **INVOICES.** Company shall submit invoices to Takeda for all Fees and Authorized Expenses incurred in connection with the Services in a format acceptable to Takeda and containing the elements specified herein as well as any elements specified in the applicable SOW. Each such invoice shall: (a) identify the applicable project by name and Purchase Order number; (b) be accompanied by appropriate documentation supporting any Authorized Expenses claimed; (c) include a breakdown of Fees and Authorized Expenses; and (d) include other line item descriptions for applicable charges consistent with those line item descriptions included in the applicable Purchase Order. In no event shall Company submit invoices to Takeda for any project more frequently than monthly. Company's final invoice shall reconcile all payments made against the

budget. Except as expressly approved by Takeda in a SOW, Takeda will not prepay Company any Fees or Authorized Expenses.

3. **SUBCONTRACTING.** Company may not subcontract the performance of any of the Services to third parties without Takeda's prior written consent. Company shall at all times remain primarily liable for the full and proper performance of all of its obligations under this Agreement including any obligations provided through any permitted subcontractor, and shall be fully responsible for all actions or omissions of its subcontractors. If the Services require Company to pay any permitted third parties, Company agrees that it shall disburse promptly funds received from Takeda to the appropriate third parties.

4. **RIGHT TO AUDIT.** Company shall maintain accurate books and records of all Services performed, Fees charged and Authorized Expenses incurred. During the Term of this Agreement and for five (5) years following its expiration or earlier termination, Takeda shall have the right, at its own expense, to audit Company's books and records during normal business hours for the purpose of verifying Company's compliance with the terms of this Agreement, the accuracy of the invoices submitted by Company and the amounts paid or payable by Takeda or Company hereunder. This section shall survive any expiration or other termination of this Agreement.

5. **CONFIDENTIALITY AND INJUNCTIVE RELIEF.**
 - (A) All Confidential Information is disclosed in confidence and shall only be used in performance of the Receiving Party's rights or obligations under this Agreement. For the avoidance of doubt, the provisions of this section also apply to SOWs.
 - (B) Subsection 5(A) shall not apply to Confidential Information which:
 - (i) was in the possession of the Receiving Party as evidenced by written records pre-dating disclosure under or in connection with this Agreement;
 - (ii) was or becomes generally available to the public other than through the willful or negligent act or omission of the Receiving Party or any of its employees, agents or permitted subcontractors;
 - (iii) was disclosed to the Receiving Party by a third party who had the legal right to make such disclosure, was not obligated by confidentiality and nonuse obligations and did not bind the Receiving Party to such obligations; or
 - (iv) was required to be disclosed by the Receiving Party to comply with applicable laws or government regulations; provided, however, that the Receiving Party promptly notified the Disclosing Party in writing of such requested disclosure, gave the Disclosing Party the opportunity to prevent or limit the disclosure through appropriate legal means and used its best efforts to maintain the confidentiality of the Confidential Information being disclosed to the greatest extent possible.
 - (C) The Receiving Party shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the

Disclosing Party as it employs with respect to its own information of a similar nature. In the event of unauthorized disclosure or loss of the Disclosing Party's Confidential Information, the Receiving Party shall immediately notify the other party in writing and use its best endeavors to prevent any further disclosure or unauthorized use thereof.

- (D) Without limiting either party's remedies in any way, the parties acknowledge and agree that any actual or threatened breach of the confidentiality and non-use obligations in this Agreement relating to the Confidential Information would cause irreparable harm for which remedies at law would not be adequate. Therefore, in the event of any breach or anticipatory breach of this section, each party shall be entitled to seek specific performance and other injunctive and equitable relief without limiting any of its other available rights and remedies.
- (E) The Receiving Party shall not produce printed copies, or copy or otherwise duplicate material containing Confidential Information, unless this is necessary for the purposes of the Agreement. The Receiving Party undertakes, upon termination of the Agreement (or earlier if requested by the Disclosing Party and the Confidential Information is not needed for the Receiving party to carry out its obligations or exercising its rights under the Agreement), to use commercially reasonable efforts to return or destroy all documents and electronic files containing Confidential Information as well as all copies and prints thereof.
- (F) Subsection 5(F) shall not apply to Confidential Information which the Receiving Party is required to retain under the Receiving Party's written document retention policies, applicable laws, and Confidential Information remaining on the Receiving Party's standard computer back-up devices.
- (G) This section shall survive any expiration or termination of this Agreement for a period of ten (10) years thereafter. Notwithstanding the above, the confidentiality obligations under this Agreement shall extend in perpetuity in relation to sensitive information (including customer information as well as Personal Information and Personal Data) and trade secrets, whether present or future.

6. INDEMNITY AND LIABILITY.

- (A) Company shall indemnify, defend and hold Takeda harmless from any third party liability, loss, claim, injury, damage or expense (including reasonable attorneys' fees and costs) incurred by Takeda as a result of and to the extent of: (i) any negligent or willful act or omission by Company or its employees, agents or subcontractors in the performance of the Services; (ii) any breach of this Agreement by Company; or (iii) any patent infringement, copyright infringement, trademark infringement, title claim or misappropriation claim resulting from Takeda's possession or use of materials or deliverables provided by Company hereunder except to the extent such claim arises from and as a result of materials provided to Company by Takeda.
- (B) Takeda shall indemnify, defend and hold Company harmless from any third party liability, loss, claim, injury, damage or expense (including reasonable attorneys' fees and costs) incurred by Company as a result of and to the extent of: (i) any negligent or willful act or omission by Takeda or its employees, agents or subcontractors; (ii) any breach of this Agreement by Takeda; or (iii) any patent infringement, copyright infringement, trademark infringement, title claim or

misappropriation claim resulting from Company's possession or use of materials or deliverables provided by Takeda hereunder except to the extent such claim arises from and as a result of materials or deliverables provided to Takeda by Company.

- (C) To the extent permitted by applicable law, except for a breach by either party (or its employees or agents) of its obligations under Section 5 hereof, neither party shall be liable to the other party under this Agreement for any special, incidental, punitive, consequential or other indirect or exemplary damages arising in any way out of or under this Agreement including, without limitation, lost profits, whether in tort, contract or otherwise, even if such party has been advised of the possibility of such damages.

7. **INSURANCE.** Each party shall use reasonable efforts to maintain insurance issued by a recognized insurer during the Term of this Agreement and for a reasonable period after termination of this Agreement commensurate with industry practice and necessary to have a reasonable coverage relating to its obligations and indemnities under the Agreement.

8. **INTELLECTUAL PROPERTY.**

- (A) All Company IP shall be Company's sole property. To the extent that any deliverable provided by Company pursuant to a SOW incorporates any Company IP, Company hereby grants to Takeda a non-exclusive, royalty-free, worldwide, irrevocable, perpetual, non-transferable and non-assignable license to use, reproduce and distribute such Company IP for Takeda's internal business purposes only. Takeda agrees not to sublicense, sell, transfer, assign, enable for access via the Internet or World Wide Web or perform or display any Company IP licensed to Takeda hereunder for any third party other than a third party engaged by Takeda to perform a service to the extent necessary to permit such third party to perform its duties for Takeda.
- (B) All Takeda IP shall be promptly disclosed to Takeda, and title thereto shall immediately vest in Takeda. Company agrees that all Work are "works for hire," shall be the sole and exclusive property of Takeda and copyright therein shall immediately vest in Takeda. To the extent that any property, ideas, and materials are not "work for hire," Company hereby assigns to Takeda, and shall require anyone working for Company to assign to Takeda, all rights including copyright in such property, ideas and materials. Company shall execute and obtain execution of any documents (including assignments) necessary to accomplish the intent of this paragraph with no obligation for additional payment by Takeda beyond that identified in the SOW. During the Term of this Agreement and thereafter, Company shall fully cooperate with and assist Takeda in filing and prosecuting patent, trademark and copyright applications and otherwise protecting its rights to the Work and other intellectual property described in this section. In this regard, Company shall execute such assignments and other documents as Takeda deems necessary to protect its right, title and interest in and to any such Work or other intellectual property.

- (C) If and to the extent allowed under applicable law, (i) Company hereby waives, or agrees not to enforce any claims Company might have for violation of, any Moral Rights to which Company is now or may at any time in the future be entitled, and (ii) Company has obtained waivers of Moral Rights from each person employed other otherwise engaged by Company who will provide Services pursuant to this Agreement, and written confirmation from each of them that they shall not enforce any claims they may have for violation of any Moral Rights, in each case to which they are now or may at any time in the future be entitled. To the extent that Company has not, as at the date a SOW is entered into, obtained any and all of the waivers and confirmations referred to in this Subsection 8 (C) from each person employed or otherwise engaged by Company who will provide Services under such SOW, Company shall obtain any and all such waivers and confirmations within ten (10) business days of the full execution of such SOW.

9. **COMPLIANCE WITH ANTI-CORRUPTION LAWS.** In performing Services for Takeda, Company and its employees and agents: (i) 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 (ii) shall comply with all applicable anti-corruption and anti-bribery laws and regulations. Company and its employees and agents shall not make any payment or provide any gift to a third party in connection with Company's performance of this Agreement except as may be expressly permitted in this Agreement or a SOW without first identifying the intended third-party recipient to Takeda and obtaining Takeda's prior written approval. Company shall notify Takeda immediately upon becoming aware of any breach of Company's obligations under this section. Company shall require each employee and agent of Company who will perform services pursuant to the Agreement to participate in any anti-corruption training reasonably required by Takeda.
10. **NO EXCLUSION OR DEBARMENT.** Company shall not use in any capacity, in connection with the performance of the Services, the services of any person who: (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, under Article 306 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 335(a), or any comparable law or regulation applicable outside the United States; (ii) is excluded, debarred, suspended, or rendered otherwise ineligible to participate in healthcare programs or in procurement or non-procurement programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or from similar programs in countries outside the United States; (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 FDA or any other government agency.