



Takeda Italia General Conditions to Purchases of Goods and Services

Definitions

CUSTOMER or **TAKEDA**: Takeda Italia S.p.A. an Italian corporation, with its principal place of business at Via Elio Vittorini, 129 -00144 Rome, fully paid-up share capital Euro 11.250.000,00, Fiscal Code, VAT and "Registro delle imprese di Roma" No. 00696360155, REA RM No. 1356432 subject to the activity of direction and coordination carried out by Takeda Pharmaceutical Company Limited having its registered office at 1-1, Doshomachi 4-chome, Chuo-ku, Osaka, 540-8645 Japan

SUPPLIER or **COMPANY**: the subject in whose name the purchase order is made out.

GENERAL PURCHASE CONDITIONS or **GPC**: this document containing the general rules governing the purchase order;

SPECIAL CONDITIONS: the conditions contained in each purchase order;

OFFER: the offer made by the Supplier;

COMMERCIAL BUSINESS RELATIONSHIP or **CBR**: the business relationship between Customer and Supplier;

TECHNICAL SPECIFICATION: the document identifying of object of the supply;

STATEMENT OF WORK or **SOW**- (a formal document that captures and defines the work activities, deliverables, and timeline a vendor must execute in performance of specified work for a client. The SOW usually includes detailed requirements and pricing, with standard regulatory and governance terms and conditions:

Art.1 General Requirements

The General Purchase Conditions form part of the purchase order and are applied as essential clauses of the same.

Takeda Italia S.p.A.

Sede legale:

Via Elio Vittorini, 129 00144 Roma
Tel. +39 06 502601
Fax +39 06 5011709

Part. IVA, Cod. Fisc. e N° Isc. Reg. Imp. Roma 00696360155
CAP. SOC. € 11.250.000,00 i.v. - N° REA 1356432
Società soggetta all'attività di direzione e coordinamento di
Takeda Pharmaceutical Company Limited
con sede in 1 - 1, Doshomachi 4 - chome, Chuo-Ku
Osaka, 540-8645, Giappone



Only the Special Conditions reported in the individual purchase orders shall prevail over the General Purchase Conditions and may constitute a departure from or an amendment of the same.

The General Purchase Conditions and the Special Conditions shall not be modified or added to by the Supplier.

The General Purchase Conditions shall apply to all purchase orders passed to the Supplier.

Art. 2 Acceptance of purchase order

The Supplier undertakes to formalize the acceptance of the purchase order by sending to Takeda Italia S.p.A. the order confirmation duly stamped and signed, exclusively by fax to the fax number indicated by Takeda itself when the order is forwarded to the Supplier.

Failing the above, Takeda Italia S.p.A. may unilaterally cancel the purchase order.

The initial fulfilment of a purchase order shall constitute full acceptance of the same and of all the conditions and references contained in it.

Art. 3 Delivery terms

The delivery terms specified in the purchase order are contractually binding and essential for the Supplier, who shall not depart from them, unless specifically agreed to in writing with Takeda Italia S.p.A..

In the case of late deliveries, Takeda Italia S.p.A., at its discretion, reserves the right to:

- cancel the purchase order by right and procure the products/services ordered and not delivered by the agreed date, without prejudice to the right to compensation for damages and the recovery of any additional costs incurred for the purchase of the products/services from other sources;
- apply to the Supplier, in addition and without prejudice to any right to termination and to damages for additional costs incurred by Takeda Italia S.p.A., a penalty of 1% (one per

cent) of the value of the supply undelivered at the agreed date, for each complete week of delay.

The total amount of the penalty shall not exceed 10% (ten per cent) of the value of the supply purchase order delivered late.

Art. 4 Force Majeure

The delivery terms may be extended in the event of force majeure (such events may include, for instance, earthquakes, fires, floods, epidemics) that actually prevent the fulfilment of the purchase order.

The Supplier shall immediately inform Takeda Italia S.p.A. in writing of the Force Majeure. If the Force Majeure event causes a delay in the delivery greater than 30 (thirty) days, Takeda Italia S.p.A. shall have the right to cancel the purchase order at any time, by means of a registered notification with advice of receipt or telefax to the Supplier.

Art. 5 Shipping and packaging

The supply, in the case of goods, shall always be accompanied by the shipping document referring to:

- Purchase order number;
- Supplier code;
- Shipping date;
- Item code and description;
- quantity;
- weight;
- mode of shipment.

The supply shall be packed appropriately and, in any, case, according to the current practices, in order to prevent damage, deterioration, fault or loss while in transit.

The Supplier shall, in any case, bear responsibility for any damage to the supply until arrival at the agreed destination.

Art. 6 Improvement of Efficiency

Takeda Italia S.p.A. reserves the right to request the Supplier to make adjustments or modifications to the supply.

The Supplier undertakes to implement such adjustments or modifications in compliance with the times and the relevant economic conditions previously agreed with Takeda Italia S.p.A., provided that they are compatible with his technical and design skills.

Art.7 Quality Control

The acceptance of the supply is subject to the verification of the conformity with the conditions and quantities requested in the purchase order by Takeda Italia S.p.A.

The ordered supply shall be delivered at the destination specifically indicated by Takeda Italia S.p.A., which reserves the right to check the quantity and quality.

In case of negative outcome of the check carried out both on product quantity and quality, the supply shall be rejected or returned at the expense of the Supplier, who undertakes to replace it in accordance with the terms and modes specified by Takeda Italia S.p.A.

In case of dispute regarding the no conformity of the supply with the purchase order, in derogation to the terms provided for in art. 1495 of the civil code, the guarantee is valid for 35 (thirty-five) days.

In case of products to be supplied by separate deliveries, any no conformity found in one consignment of the purchase order shall give Takeda Italia S.p.A. the right to cancel the order and/or not to collect the subsequent consignments, thereby cancelling any residual order.

Art. 7 BIS Privacy Audit. If applicable to the typology of the Services, Company is available, to receive privacy audit from personnel of Takeda or from other Takeda Affiliates or from their respective delegates at any time, with a prior notification of at least 10 days, with the aim to verify the compliance of activities performed by the Company versus the privacy applicable legislation and content of the agreement (including its technical enclosures).

Art.8 Warranties

Company represents and warrants to Takeda that:

- a. at all times during the term of the CBR, 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 CBR, and Company has all necessary rights to grant the assignments and grant or procure the grant of the licenses set out in Section 15;
- 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.
- d. Supplier Code of Conduct. Takeda is committed to responsible business practices and holds its Suppliers to similar expectations. Takeda Group is signatory of the United Nations Global Compact (www.unglobalcompact.org). Takeda Supplier Code of Conduct supports Takeda 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 our supplier community. Company acknowledges receipt of Takeda's Supplier Code of Conduct. Takeda intends to evaluate its supplier's fulfilment of the principles set forth in the Supplier Code of Conduct in connection with awarding business to and maintaining business with our suppliers. Company



agrees to cooperate with Takeda's reasonable requests to records, facilities and personnel for review by Takeda or Takeda's designated third party in order to permit Takeda to evaluate Company's fulfilment of the principles set forth in the Supplier Code and to fulfil Takeda's own obligations. Takeda expects Company 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 Company will take to better fulfil the expectations set forth in the Supplier Code of Conduct. Failure of Company to meet the expectations in the Supplier Code may affect Takeda's willingness to award business to or maintain business with the Company.

- e. Diversity. Company acknowledges Takeda's commitment to diversity, both for its own workforce, and within its supplier base through Takeda's Supplier Diversity Program. Takeda'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 Takeda's contracts and subcontracts. To that end, for any permitted subcontract under this Agreement, Company 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. Takeda invites and encourages small and diverse suppliers to identify themselves as part of the contracting process. If Company is not a small or diverse business, Company agrees, upon the request of Takeda, to report spend with small and diverse businesses: (i) subcontracted under this agreement, and/or (ii) generally (not directly for this Agreement). In addition, Company agrees to provide



information concerning its workforce diversity efforts to Takeda upon request.

Art. 9 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 unless otherwise agreed in the SC. 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.

Art. 10 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 GPC including any obligations provided through any permitted subcontractor, and shall be fully responsible for all actions or omissions of its subcontractors, also with reference to the economic obligations for the activities performed by the 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.

Company represents and warrants, holding Takeda harmless from any responsibilities, that Company and its subcontractors are in compliance with any regulations applicable to the activities/services provided with particular regard to: (i) labour law, salaries and



retirements benefits of its employee; (ii) the rules on working time, the weekly rest periods, holidays period etc; (iii) the applicable legislation on safety and health. In any case, Company agrees to indemnify and hold harmless Takeda should Company and/ or any subcontractors appointed by the Company put in place malpractice and fraud in violation of the applicable labour law applicable in Italy.

Art. 11 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 GPC 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 the CBR.

Art. 12 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 GPC. 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 GPC 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 GPC. The Receiving Party undertakes, upon termination of the CBR (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 this GPC), 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 12(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 GPC for a period of ten (10) years thereafter. Notwithstanding the above, the confidentiality obligations under this GPC 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.

Art. 13 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 GPC 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 GPC 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 12 hereof,

neither party shall be liable to the other party under this GPC for any special, incidental, punitive, consequential or other indirect or exemplary damages arising in any way out of or under this GPC including, without limitation, lost profits, whether in tort, contract or otherwise, even if such party has been advised of the possibility of such damages.

Art. 14 Insurance

Each party shall use reasonable efforts to maintain insurance issued by a recognized insurer during the term of the CBR and for a reasonable period after termination of this GPC commensurate with industry practice and necessary to have a reasonable coverage relating to its obligations and indemnitees under this GPC.

Art. 15 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 GPC 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 GPC, 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.

Art. 16 Compliance with anti-corruptions laws and Lgs. D. 231/2001

A) 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 anti-corruption and anti-bribery Applicable Laws. 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 subsection. Company shall require each employee and agent of Company who will perform services pursuant to this Agreement to participate in any anti-corruption training reasonably required by Takeda.

B) Company Assistance; Notice of Government Inspection. Company shall promptly comply with any request from Takeda for information and assistance to enable Takeda to ensure and confirm compliance with Applicable Laws. Company shall immediately notify Takeda upon becoming aware of any governmental or regulatory review, audit or inspection of Company's facilities, processes or products that might relate to the Services.

C) Furthermore, Company is hereby informed that Takeda follows and applies its



own Organization, Management and Control Model under Lgs. D. 231/2001 and the principles contained in its Ethic Code of Conduct and in its Global Code of Conduct available at www.takeda.it (Collectively the: "Codes"). Company declares and guarantees to knowledge and accept the Codes. Takeda shall not endorse in any way any conduct or action on the part of its suppliers or clients contrasting with the principles stated in its Codes and, consequently, reserves the right to verify that the Supplier's activities are carried out in compliance with the present GPC. Any conduct proven to be in contrast with these principles shall constitute immediate cause for termination of the relevant purchase order by Takeda, save the further claims.

Art. 17 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, (ii) has been convicted of a criminal offense related to the provision of healthcare items or services; or (iii) is otherwise subject to any restrictions or sanctions by any government agency.

Art.18 Withdrawal

Takeda Italia S.p.A. reserves the right to withdraw from the purchase order at any time, by means of a registered notification with advice of receipt or a telefax to the Supplier, with 15 (fifteen) days notice. In case of withdrawal, Takeda shall pay to the Supplier, upon presentation of supporting documents, the amounts due for the activities carried out until the time of withdrawal, with the explicit exclusion of the loss of profits.

Where Takeda Italia S.p.A. has expressly and formally requested the Supplier to prepare a specific stock of materials that can only be used by Takeda Italia S.p.A. for its needs and cannot be otherwise marketed, the same undertakes to collect and/or pay the value of the same.

Art.19 Cancellation

In the case of a violation or a non-observance on the part of the Supplier of one or more clauses contained in the General Purchase Conditions or in the Special Conditions, Takeda Italia S.p.A. shall have the right to cancel the purchase order, under article 1456 of the civil code, by registered notification with advice of receipt or telefax to the Supplier, save for Takeda Italia S.p.A.'s right to request to be indemnified for greater damages incurred.

Takeda Italia S.p.A. is entitled, at its discretion, to cancel the purchase order where another company buys the majority share of the Supplier or in case of take-over, due to shutdown of the Supplier, insolvency or if the same should find himself in a situation of receivership, trusteeship or arrangement with creditors.

Art. 20 Applicable law and place of jurisdiction

The purchase order shall be governed and interpreted, from all viewpoints, by the Italian Laws, with the exception of those that are expressly stated in the General Purchase Conditions and Special Conditions. Any disagreement arising from or connected with the purchase order are subject to the exclusive jurisdiction of Rome, excluding any other jurisdiction prescribed by the law.

Art. 21 Obligation deriving from GDPR

21.1 Company represents and warrants that will comply with the provisions contained in EU Regulation 679/2016 (GDPR) regarding the protection of personal data.

21.2 Company represents and warrants to have adopted any advisable security measure in order to avoid the risks of destruction or loss, also accidental, of said data, of non-authorized access thereto or of the process thereof which should not have been authorized.



Better Health, Brighter Future

Art. 22 Miscellanea

It is clearly understood that in case of any conflict between the present GPC and the offer and/or the purchase conditions proposed by the Company, the present GPC will prevail.

May 22nd 2018