

## **Takeda Supplier Collaboration Hub Terms and Conditions of Use**

Takeda Pharmaceuticals U.S.A., Inc. and its parent companies, subsidiaries, and affiliates (collectively referred to herein as "Takeda") offers its Supplier Collaboration Hub for use by its suppliers to create and maintain supplier information, and to communicate with Takeda with regard to transactions that may be undertaken by Takeda and the supplier. By accessing or using the Supplier Collaboration Hub, you, on behalf of yourself and any company or organization you represent which will access or use the Supplier Collaboration Hub (collectively referred to herein as "you" and "your"), agree that you have read, understood and agreed to these Terms and Conditions of Use.

These Terms and Conditions of Use constitute an agreement between you and Takeda, relating to the information on, and your use of, the Supplier Collaboration Hub. Takeda reserves the right to modify these Terms and Conditions of Use from time to time. These Terms and Conditions of Use should be read in conjunction with Takeda's online Privacy Policy which is provided below.

When using particular information or services available on the Supplier Collaboration Hub, you shall also be subject to any posted guidelines or rules applicable to such information or services. In addition, you may be subject to certain additional agreements with Takeda, which agreements may impact your ability to use the Supplier Collaboration Hub. In the event that any such guidelines, rules or agreements impose additional obligations on you not described in these Terms and Conditions of Use, those additional obligations will be considered to be a part of these Terms and Conditions of Use.

**Supplier Collaboration Hub Access.** A user id and password are required to access the Supplier Collaboration Hub. You are responsible for maintaining the confidentiality of your user id and password. In addition, you are responsible for all statements, acts or omissions of any individual who accesses the Supplier Collaboration Hub using your user id and password. You must notify Takeda immediately if your password is lost or stolen or you become aware of any unauthorized use of your password. Takeda may terminate your access to the Supplier Collaboration Hub at any time at Takeda's sole discretion.

**Information Furnished by You.** You hereby represent and warrant that all information and data you provide during the registration process and on the Supplier Collaboration Hub is accurate and complete. You agree to update the data and information you provide on the Supplier Collaboration Hub as necessary to ensure its continued accuracy. You shall be solely responsible for the accuracy and completeness of all data and information you provide in connection with the Supplier Collaboration Hub.

**Not an Offer.** Takeda's invitation to you to use the Supplier Collaboration Hub shall not be deemed an offer to contract with Takeda for purchase of goods and/or services and does not commit Takeda to award any contract to you. Such an invitation represents only an invitation to use the Supplier Collaboration Hub to create and maintain information on the Supplier Collaboration Hub, and to communicate with Takeda with regard to transactions that may be undertaken by you and Takeda.

**No Medical Advice.** Takeda is not a healthcare provider. It does not render medical advice or services, and the information on any of Takeda's websites should never be used as a substitute for the advice provided by your physician or other healthcare provider. You should not use this information to diagnose or treat a disease or health problem. You should instead always consult your physician or other healthcare provider for such medical advice or services.

**Supplier Collaboration Hub Not Intended for Use by Children.** The Supplier Collaboration Hub is not intended for children under the age of eighteen (18). Takeda will not knowingly collect information from visitors to the Supplier Collaboration Hub under the age of eighteen (18).

**Jurisdiction and Choice of Law.** These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the United States of America and the State of Illinois, without regard to choice of law principles. You agree that jurisdiction and venue for any legal proceeding directly or indirectly arising out of or relating to the Supplier Collaboration Hub shall be in the state or federal courts located in the state of Illinois.

**Intellectual Property.** The Supplier Collaboration Hub and its content, including art work, graphics, images, screen shots, text, music, digitally downloadable files, copyrights, trademarks, trade dress rights, logos, product and character names, slogans and the compilation of the foregoing (collectively, the "Content") is the property of either Takeda or its licensors, and is protected in the United States and internationally under trademark, copyright and other intellectual property laws. Third-party content is used by Takeda subject to license, or subject to the fair use provisions of United States trademark and/or copyright laws and applicable provisions in other jurisdictions. Third-party trademarks are the property of their respective owners. All original Content used on the Supplier Collaboration Hub is owned or licensed by Takeda for use only on the Supplier Collaboration Hub or as Takeda may otherwise expressly permit. Unless specifically noted, you understand and agree that you may not use any Content or third party content appearing at the Supplier Collaboration Hub, including in any publications, in public performances, for any commercial purpose, including in any manner that disparages or discredits Takeda and/or its licensors, that dilutes the strength of Takeda's or its licensor's property, or that otherwise infringes Takeda's or its licensor's intellectual property rights. Downloadable files are made available for your use subject to the terms herein, and may be used for personal or non-commercial use, provided that you do not violate any of the terms herein, and provided that the copyright notice of Takeda appears in all copies of such information. Unauthorized use of any Content in any context is prohibited. Nothing contained herein shall be construed as conferring any license or right under any patent, copyright, or trademark of Takeda.

**Infringement Notification Policy.** If you believe that your work has been copied in a way that constitutes copyright or moral rights infringement, please provide Takeda with the following information. Please be advised that to be effective, notification must include ALL of the following:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
2. a description of the copyrighted work that you claim has been infringed, or in respect of which you claim your moral rights have been infringed;
3. a description of where the material that you claim is infringing is located, including the address of the website where this material is located;
4. your address, telephone number, and e-mail address and all other information reasonably sufficient to permit Takeda to contact you;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

By Mail:

Takeda Pharmaceuticals U.S.A., Inc. Attn: Patent Office, Legal Department One Takeda Parkway  
Deerfield, IL 60015

**Acknowledgments, Representations and Warranties related to Supplier Collaboration Hub where Information can be Uploaded or Downloaded.** You understand and acknowledge that use of the Supplier Collaboration Hub is at your own risk. Takeda is not responsible or liable for any visitor postings or third-party content on the Supplier Collaboration Hub, including biographical information provided by visitors or third parties. Takeda is not liable for any Content on the Supplier Collaboration Hub. You understand that Takeda expressly disclaims any responsibility for any third-party information or material posted at the Supplier Collaboration Hub. Takeda has no responsibility for such content and is merely providing access to such content as a service to you.

Takeda makes no representations about the reliability of the features of the Supplier Collaboration Hub, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material and/or systems will be at your own risk. Takeda makes no representations regarding the amount of time any content or information will be preserved.

You participate in or operate and use uploaded information and other features of the Supplier Collaboration Hub at your own risk. If you are dissatisfied with any feature, operability, content, third-party content, these Terms and Conditions of Use, other agreements Takeda may impose as a condition of usage, or any other component of the Supplier Collaboration Hub, your sole remedy is to discontinue use of the Supplier Collaboration Hub.

**DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY.** THE SUPPLIER COLLABORATION HUB IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TAKEDA HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CREATED BY LAW, CONTRACT, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL TAKEDA BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT) ARISING FROM OR IN CONNECTION WITH THE USE OR EXISTENCE OF THE SUPPLIER COLLABORATION HUB, THE INABILITY TO USE THE SUPPLIER COLLABORATION HUB, AND/OR THE INFORMATION THAT THE SUPPLIER COLLABORATION HUB CONTAINS, REGARDLESS OF WHETHER TAKEDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TAKEDA HAS NOT REVIEWED THE THIRD-PARTY WEBSITES THAT MAY BE LINKED TO THE SUPPLIER COLLABORATION HUB AND DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE CONTENT OF ANY OFF-SITE PAGES OR ANY THIRD-PARTY WEBSITES LINKED TO THE SUPPLIER COLLABORATION HUB. TAKEDA DOES NOT WARRANT THAT THE SUPPLIER COLLABORATION HUB OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE FROM ERRORS OF ANY SORT OR FREE FROM COMPUTER VIRUSES.

TAKEDA ALSO DISCLAIMS RESPONSIBILITY FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE RELATING TO THE SUPPLIER COLLABORATION HUB WHETHER OR NOT CAUSED BY EVENTS BEYOND TAKEDA'S REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF ANY OF TAKEDA'S THIRD-PARTY VENDORS, ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SUPPLIER COLLABORATION HUB'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL TAKEDA'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE DOLLARS (\$5.00). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

If any of the above exclusions of warranties is unenforceable in your jurisdiction, the other exclusions listed above will still be given effect to the full extent permitted by that jurisdiction's law.

**INDEMNIFICATION.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS TAKEDA, ITS OFFICERS, DIRECTORS, EMPLOYEES AND THIRD-PARTY VENDORS FROM AND AGAINST ANY LOSSES, DAMAGES, CLAIMS, ACTIONS, DEMANDS OR EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, OF ANY PERSON OR ENTITY, INCLUDING PERSONAL INJURY AND DEATH, REGARDLESS OF WHETHER THEY ARISE OUT OF OR ARE ATTRIBUTABLE TO ANY ACT OR OMISSION, NEGLIGENT OR OTHERWISE, OF TAKEDA, ARISING OUT OF OR IN CONNECTION WITH: (i) YOUR USE OF THE SUPPLIER COLLABORATION HUB, OR ANY CONTRACTS ENTERED INTO OR SERVICES OR PRODUCTS OFFERED, SOLD OR PURCHASED AS A RESULT OF ANY CONTACT INITIATED ON OR THROUGH THE SUPPLIER COLLABORATION HUB, (ii) YOUR BREACH OF THESE TERMS AND CONDITIONS OF USE, INCLUDING ANY ABUSIVE OR UNLAWFUL BEHAVIOR ON THE PART OF YOU OR YOUR DEPENDENTS, OR (iii) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHT OF ANY PERSON. THIS INDEMNIFICATION PROVISION SHALL APPLY TO THIRD-PARTY CLAIMS AS WELL AS CLAIMS BETWEEN THE PARTIES TO THESE TERMS AND CONDITIONS OF USE.

**POSSIBLE ERRORS AND CHANGES.** THE INFORMATION ON THE SUPPLIER COLLABORATION HUB MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. TAKEDA RESERVES THE RIGHT TO MAKE ADDITIONS, DELETIONS, OR MODIFICATIONS TO THE INFORMATION ON THE SUPPLIER COLLABORATION HUB AT ANY TIME WITHOUT PRIOR NOTICE. TAKEDA ALSO RESERVES THE RIGHT TO WITHDRAW THE SUPPLIER COLLABORATION HUB OR ANY INFORMATION CONTAINED ON THE SUPPLIER COLLABORATION HUB FROM THE INTERNET AT ANY TIME WITHOUT PRIOR NOTICE. ANYONE USING THE SUPPLIER COLLABORATION HUB OR THE INFORMATION THEY CONTAIN ASSUMES FULL RESPONSIBILITY OF ANY AND ALL RISKS ARISING FROM OR RELATED TO THE USE OF SUCH SUPPLIER COLLABORATION HUB OR THE INFORMATION THEY CONTAIN.

**Links to Other Websites.** The Supplier Collaboration Hub may from time to time contain links to other third-party websites or other Internet information sources ("Third-Party Sources"). These links are provided as a convenience to visitors and do not constitute an affiliation with such Third-Party Sources or third parties. They are not an endorsement, sponsorship, or recommendation by Takeda of, or make Takeda responsible for: (i) the third parties, (ii) the linked Third-Party Sources, or (iii) any content, services, or products available on or through such Third-Party Sources.

**Severability.** In the event that any provision of these Terms and Conditions of Use shall, in whole or in part, be determined to be invalid, unenforceable, or void for any reason, the remainder of these Terms and Conditions of Use shall not be affected in any way thereby.

**Conditions of Use, Notices and Changes to the Privacy Policy.** From time to time, Takeda's internal processes may change, or Takeda may offer new or altered features at the Supplier Collaboration Hub. If appropriate, Takeda will revise these Terms and Conditions of Use or its Privacy Policy. Takeda reserves the right, to the fullest extent permitted by law, to amend either these Terms and Conditions of Use or its Privacy Policy at any time without notice to you other than the posting of an amended Terms and Conditions of Use or Privacy Policy at the Supplier Collaboration Hub. Takeda encourages you to return to this area to read the most recent version of the Terms and Conditions of Use and Privacy Policy. The personal information you provide on the Supplier Collaboration Hub will be treated in compliance with the Privacy Policy in effect as of the date you provide your personal information to Takeda. However, if Takeda alters its practices in a manner that will affect the treatment of the personal information you have already provided, Takeda will attempt to provide visitors who have registered on the Supplier Collaboration Hub with notice of the new Privacy Policy via e-mail.

## **Privacy Policy**

**Takeda Supplier Collaboration Hub Privacy Policy.** Thank you for visiting one of the websites (the "Websites") owned by Takeda Pharmaceuticals U.S.A., Inc., its affiliates or subsidiaries (collectively, "Takeda"). This Website and this Privacy Policy are intended for use only by Takeda's vendors in a business to business context.

We have provided this Privacy Policy to describe to you how we collect, use, share and protect the personal information you may provide to us at this Website. This Privacy Policy only applies to personal information we collect at our Websites and via the electronic communications technologies that we use. It does not apply to personal information collected through other means, including personal information you provide through other Takeda Websites, in e-mail messages you send to us or personal information we may collect from you offline. The term "personal information" as used throughout this Privacy Policy, applies to any information that is used by or on behalf of Takeda to identify an individual. It does not apply to business contact information or other business information. This Privacy Policy is intended only for Takeda vendors utilizing the Supplier Collaboration Hub to further their business relationship with Takeda. At some of our Websites, we may use personal information in a manner not described in this Privacy Policy. In those instances, the different uses of personal information will be disclosed to you at the web page where your personal information is collected, prior to such collection.

From time to time, our internal processes may change, or we may offer new or altered features at our Websites. If appropriate, we will revise this Privacy Policy. We encourage you to return to this area to read the most recent version of our Privacy Policy. If we alter our practices in a manner that will affect the treatment of the personal information you have already provided, we will attempt to provide visitors who have registered on our Websites with notice of our new Privacy Policy via e-mail.

**Information You Provide.** In general, you may browse Takeda Websites without providing any personal information. At our Websites, we may provide you with opportunities to sign up to receive information or services from us. As part of this process, we ask you to provide us with personal information about you (such as name, address, telephone number or e-mail address). For example, you may choose to register to receive e-mail updates about a Website, information about a particular health condition, or materials relating to products or services offered by Takeda and its product-related co-promotion partners, and you may provide us with your e-mail address to receive such communications. You may always choose not to provide us with your personal information, and we will disclose to you at the time we collect your personal information whether it is required for you to receive the information or services you have requested.

To better understand and address your interests, and to keep the personal information we have about you accurate, we may correct or add to the personal information you provide to us at our Websites with personal information we receive from you offline or from other sources.

However, with respect to this vendor portal, Takeda may need to collect information about your company or your personal information if you provided services to Takeda as a sole proprietor.

**Automatically Collected Information.** Like most other commercial websites, we use standard "cookie" and "web beacon" technology and web server logs to collect information about how our Website is used. Web beacons are transparent pixel images that are used in collecting information about Website visitor activities and e-mail response and tracking. For example, if we send you an e-mail message, we (or third parties providing services on our behalf) may collect information through web beacons to determine whether you have opened the e-mail message or clicked on links located within the e-mail message.

Cookies are pieces of data that a website transfers to a visitor's hard drive for record-keeping purposes. Cookies placed on our Websites may be set directly by our servers or by third parties providing technical services to us. To prevent cookies from tracking you as you navigate our Websites, you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Please note that some portions of our Websites may not work properly if you refuse cookies.

Information gathered through cookies and by our web server logs may include your IP address, your Internet browser (e.g., Netscape), your operating system (e.g., Windows 2000), the domain name of your internet service provider (e.g., AOL) the date and time of your visits, the pages viewed, the time spent at our Website, and the websites visited just before and just after our Website. This information may be associated with your personal information.

**Your Choices.** You could decide not to submit any information about your company or your personal information at all. If you chose not to do so, you or your organization may not be able to use certain functionalities of this Website. As described above, if you wish to prevent cookies from tracking you as you navigate our Websites, you can reset your browser to refuse all cookies or to indicate when a cookie is being sent. Please note, however, that some portions of our Websites may not work properly if you refuse cookies.

**Use of Personal Information.** Takeda will use any personal information you submit to facilitate our vendor relationship with you (e.g. facilitate payments to you for services rendered) or as otherwise disclosed to you in this Privacy Policy or on the web page where you submit your personal information to us. We do not share any of your personal information with third parties for their own direct marketing purposes unless we have your consent.

We may use aggregate information collected from visitors of our Websites to help us better understand visitors' needs and how they use the Websites. Aggregate information about Website visitors that does not contain personal information may be shared with third parties.

**Policy on Use of Social Security Numbers.** Takeda has a policy which provides for the proper use and protection of Social Security numbers obtained in the course of doing business by Takeda. Such policy protects the confidentiality of Social Security numbers, prohibits unlawful disclosure of Social Security numbers, and limits access to Social Security numbers. This policy applies to all methods of collection of Social Security numbers, including Social Security numbers obtained by oral, written and electronic means.

**Note to Healthcare Professionals and Business Partners.** If you have a pre-existing business or professional relationship with Takeda, we may use your personal information, including personal information we may collect about you from other sources, to develop our business relationship with you and your organization. In addition, especially if you are a healthcare professional, healthcare organisation or patient organisation, Takeda may be required by law, government regulations, regulatory guidance or pharmaceutical industry codes of conduct to disclose certain details of our relationship with you (including your identity, the nature of our relationship and the services that you provide, and any payments or other benefits that have been made or provided to you) to governmental authorities, self-regulatory bodies, or in public reports or websites.

**Sharing of Personal Information.** We may share your personal information with third parties under the following circumstances:

- if you request or authorize such a disclosure;
- in connection with the sale, assignment, license or other transfer of our company or our parent company, subsidiaries, affiliates, product-related co-promotion partners or products;
- to protect our rights, property or safety, or the rights, property or safety of our employees or others;
- to enforce an agreement we have with you;
- to comply with the terms of an agreement we have with you;
- to respond to appropriate requests of legitimate government agencies or where required by applicable laws, court orders or government regulations;
- to promote or comply with requirements regarding transparency of relationships between the pharmaceutical industry and healthcare professionals, healthcare organisations, patient organisations or other third parties, especially where required by laws, government regulations, regulatory guidance or pharmaceutical industry codes of practice; or
- where needed for corporate audits or to investigate or respond to a complaint or security threat.

As a company with global operations, Takeda may share your personal information with parties described in this section who are (1) located in other countries, and (2) subject to other applicable laws, rules and regulations

relating to your personal information, that do not offer the same protections as the country in which your personal information was collected. In particular, your personal information may be processed in the United States and subject to applicable US laws, rules and regulations. For more information about how Takeda is committed to protecting your personal information, see the "How We Protect Your Personal Information" section of this Privacy Policy.

**Note:** We do not share any of your personal information with third parties for their own direct marketing purposes unless you explicitly give us permission to do so.

**Personal Information of Children.** Our Websites are not intended or designed to attract children under the age of 18, and we do not believe that our Websites are appealing to children. Therefore, we do not knowingly collect any personal information from anyone under the age of 18 at our Websites. This Website is designed only for use by Takeda vendors.

**How We Protect Your Personal Information.** To help protect the privacy and security of personal information you transmit through the use of our Websites, we have implemented reasonable physical, technical and administrative safeguards to help protect your personal information against unauthorized access, disclosure, alteration or destruction.

**Privacy Policy Questions.** If you have any questions about our privacy practices or if you need help accessing personal information that you may have provided please send a written request to us at the following address:

**Takeda Pharmaceuticals U.S.A., Inc.**

**Attn: Privacy Office/Legal Department — Website Communications One Takeda Parkway  
Deerfield, Illinois 60015**

***Note: Please make sure to provide the name of the Website(s) applicable to your request, and your name, address, telephone number and e-mail address (if any). If you do not provide us with this information, we may not be able to respond.***

**Effective Date of Privacy Policy**

This Privacy Policy is effective as of February 1, 2011.