

ASTELLAS PHARMA AUSTRALIA PTY LTD - GENERAL TERMS AND CONDITIONS OF PURCHASE

TABLE OF CONTENTS

	Page
1. INTERPRETATION	1
2. CONTRACT	2
3. GOODS	3
4. SERVICES	3
5. DELIVERY	4
6. RISK AND TITLE	4
7. ASTELLAS' PROPERTY	4
8. CHARGES AND EXPENSES	5
8A. GST	5
9. PAYMENT	5
10. AUDIT RIGHTS	6
11. INTELLECTUAL PROPERTY RIGHTS	6
12. ASTELLAS' TRADE MARKS AND NAME	7
13. CONFIDENTIALITY	7
14. DATA PROTECTION	7
15. INSURANCE	8
16. INDEMNITY	8
17. [INTENTIONALLY LEFT BLANK]	9
18. TERM	9
19. TERMINATION	9
20. REMEDIES	10
21. COMPLIANCE WITH ALL APPLICABLE LAW AND ASTELLAS' POLICIES	11
22. ANTI-CORRUPTION POLICY	11
23. SAFETY AND ENVIRONMENTAL REQUIREMENTS	12
24. ASSIGNMENT AND SUBCONTRACTING	13
25. FORCE MAJEURE	13
26. GENERAL	13

ASTELLAS PHARMA AUSTRALIA PTY LTD - GENERAL TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 The following definitions and rules of interpretation in this Condition 1 apply in these CONDITIONS:

AFFILIATES: means, with respect to each PARTY, any Person which is directly or indirectly controlled by, in Control of, or under common Control with, such PARTY or which is a RELATED BODY CORPORATE of such PARTY.

ARISING IP: means IP created or developed by SUPPLIER in relation to the provision of GOODS or SERVICES, including any IP in the MATERIALS.

ASTELLAS: means any one of the following Astellas entities incorporated in the United Kingdom or wholly owned subsidiary of Astellas Pharma Incorporated:

1) Astellas Pharma Australia

BACKGROUND IP: means IP owned or controlled by either PARTY on the date of the coming into force of this CONTRACT.

CHARGES: means the charges payable for the GOODS and/or SERVICES as set out in a PURCHASE ORDER and as further described in Condition 8.1.

CODES: means (i) all relevant codes, guidelines and other industry standards (including promotional standards and codes of ethics) applicable to the provision of the GOODS or SERVICES, including without limitation the Medicines Australia Code of Conduct; and (ii) any guidance and ruling by a self-regulated body in relation to (i) above.

COMMENCEMENT DATE: means the earlier of: (i) the date of acceptance of the relevant PURCHASE ORDER by SUPPLIER; or (ii) such other date as ASTELLAS may agree in writing with SUPPLIER.

CONDITIONS: means these general terms and conditions (including any policies referred to in them).

CONTRACT: means any contract between SUPPLIER and ASTELLAS for the purchase of GOODS or SERVICES by ASTELLAS which shall be formed pursuant to Condition 2.3.

CONTROL: has the meaning given to it in the Corporations Act 2001 (Cth).

DATA BREACH: means any unauthorized or

unlawful use of, processing of, accidental loss of, alteration, unauthorized disclosure or access, destruction of or damage to PERSONAL INFORMATION, including a 'Notifiable Data Breach' as defined in the Privacy Legislation.

GOODS: means any goods (including any part or parts of them) to be supplied to ASTELLAS from SUPPLIER pursuant to these CONDITIONS, as set out in a PURCHASE ORDER.

GOOD INDUSTRY PRACTICE: means, in relation to the provision of the SERVICES and any ancillary performance obligations, the provision of such SERVICES or the performance of such obligations using the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management using what the industry would (at the relevant time) regard as the best generally accepted processes, techniques and materials.

INTELLECTUAL PROPERTY (IP): means all patents, patent applications, designs, database rights, copyright, trademarks, KNOW HOW, domain names, moral rights, rights in confidential information and all other forms of intellectual or industrial property rights whether or not registered or capable of registration and wherever in the world enforceable.

KNOW HOW: means all knowledge, information, data, inventions, improvements and results.

LAWS: means all laws, regulations, regulatory requirements, directives, orders and codes of practice of any jurisdiction applicable to the provision of the GOODS or SERVICES, and the regulation of pharmaceutical products in Australia, and any judicial decision by a court of competent jurisdiction or guidance or ruling by a governmental authority or regulatory body in relation to the above.

MATERIAL: means all documents, products, materials and/or work product to be prepared and/or delivered by SUPPLIER for/to ASTELLAS pursuant to a PURCHASE ORDER.

PARTY: means ASTELLAS or SUPPLIER (as relevant) and PARTIES means both of them.

PERSONAL INFORMATION: has the meaning given to it in the Privacy Act 1988 (Cth).

PRIVACY LEGISLATION: means any legislation in force from time to time that regulates the use, collection, disclosure, handling or other acts relating to PERSONAL INFORMATION including, but not limited to, the Privacy Act 1988 (Cth) and related regulations and principles.

POLICY: means an Astellas guideline, code or policy as referred to in these CONDITIONS or in the CONTRACT and as amended from time to time, and POLICIES shall mean all of them.

PURCHASE ORDER: means ASTELLAS' written order incorporating and governed by these CONDITIONS for the purchase of GOODS and/or SERVICES from SUPPLIER.

RELATED BODY CORPORATE: has the meaning given in the Corporations Act 2001 (Cth).

REPRESENTATIVES: means the directors, officers, employees, agents, auditors, professional advisers and sub-contractors of the relevant PARTY.

SPECIFICATION: means the written technical specifications for the GOODS set out on SUPPLIER's website or referred to in SUPPLIER's sales catalogue, quotation or other written documents sent to ASTELLAS prior to acceptance of the PURCHASE ORDER or in the absence of any such written specification, the characteristics the GOODS are reasonably understood by Astellas to have based on the conduct and represent actions of the SUPPLIER.

SERVICES: means any services to be provided by SUPPLIER to ASTELLAS pursuant to these CONDITIONS, as set out in a PURCHASE ORDER or as reasonably required to perform the services set out in the PURCHASE ORDER.

SUPPLIER: means the individual, organization, firm or company who enters into the CONTRACT with ASTELLAS.

TERM: means the period set out in the respective CONTRACT or, where none is stated, the period commencing on the date the CONTRACT is entered into and ending on the date that SUPPLIER completed the supply of GOODS and/or SERVICES in conformance with the requirements of that CONTRACT to the satisfaction of ASTELLAS, acting in its absolute discretion.

TRADE MARKS: means the trademarks, logos or trade names owned or used by ASTELLAS including without limitation those used on or in relation to ASTELLAS' pharmaceutical products and the ASTELLAS name.

2. CONTRACT

2.1 The PURCHASE ORDER constitutes an offer by ASTELLAS to purchase the GOODS and/or SERVICES from SUPPLIER on these CONDITIONS.

2.2 These CONDITIONS, together with the terms of each PURCHASE ORDER and any other written or email correspondence received by ASTELLAS from SUPPLIER prior to the PURCHASE ORDER being sent to SUPPLIER that is expressly referenced in the PURCHASE ORDER, shall apply to each CONTRACT to (to the maximum extent permitted by applicable law) the exclusion of all other terms and conditions, including any terms or conditions which are implied by trade, custom, practice or course of dealing or which SUPPLIER may purport to apply or which are endorsed upon any correspondence or documents issued by SUPPLIER, including but not limited to any terms and conditions that may be contained in any written acceptance of the PURCHASE ORDER issued by SUPPLIER.

2.3 A PURCHASE ORDER will be deemed to be accepted by SUPPLIER and a CONTRACT for the supply of GOODS and/or SERVICES on these CONDITIONS will be formed on the earlier of: (i) SUPPLIER issuing a written acceptance of the PURCHASE ORDER to ASTELLAS; or (ii) SUPPLIER doing any act consistent with fulfilling the PURCHASE ORDER.

2.4 ASTELLAS' rights under these CONDITIONS are in addition to the statutory conditions, warranties and terms implied in favour of ASTELLAS by applicable law, including without limitation the *Competition and Consumer Act 2010* (Cth), the *Sale of Goods Act 1923* (NSW) and any other analogous sale of goods legislation in other Australian states and territories, related statutes and any statutory reenactments or modifications.

3. GOODS

3.1 SUPPLIER warrants and represents to ASTELLAS that the GOODS shall:

3.1.1 conform in all respects to the quantity, quality, design, description, patterns, physical samples, specifications (and any modifications thereto) as set out in the CONTRACT, and/or as supplied or advised by ASTELLAS to SUPPLIER;

3.1.2 be free from faults and defects and of good design, material and workmanship, and capable of any standard of performance specified in the CONTRACT;

3.1.3 comply with all statutory requirements, regulations and all applicable LAWS relating to the manufacture, labelling, packaging, storage, handling, delivery and sale of the GOODS at the time when they are supplied including, but not limited to, the requirement that the GOODS are of satisfactory quality and fit for the purpose for which they are intended;

3.1.4 comply with the SPECIFICATION; and

3.1.5 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

3.2 The GOODS must be supplied with adequate instructions as to use and use-by date and, unless otherwise agreed by the PARTIES, if required, SUPPLIER shall at its own cost, provide training to ASTELLAS if it is necessary for the safe and proper use of the GOODS.

3.3 If required in the CONTRACT, SUPPLIER will install and/or commission the GOODS at the locations specified by ASTELLAS. SUPPLIER will ensure SUPPLIER'S Representatives involved in installing and/or commissioning the GOODS are suitable and appropriately qualified.

3.4 Notwithstanding any inspection or testing by ASTELLAS, SUPPLIER shall remain fully responsible for the GOODS. Any inspection or testing by ASTELLAS or any installation and/ or commissioning by SUPPLIER shall not diminish or otherwise affect SUPPLIER'S obligations under the CONTRACT.

4. SERVICES

4.1 SUPPLIER warrants and represents to ASTELLAS that any SERVICES performed by SUPPLIER or its duly appointed sub-contractor shall:

4.1.1 conform with all descriptions and specifications set out in the CONTRACT;

4.1.2 be performed in a good and workmanlike fashion and with all due speed, care, skill and diligence;

4.1.3 be carried out in accordance with the CONTRACT, generally recognised commercial practices, current industry standard codes of practice, and GOOD INDUSTRY PRACTICE; and

4.1.4 comply with all relevant applicable LAWS, CODES, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all of ASTELLAS' lawful and reasonable directions.

4.2 SUPPLIER shall, at no additional cost to ASTELLAS:

4.2.1 apply such time, attention, resources, trained personnel and skill as is necessary for due and proper performance of the SERVICES in line with GOOD INDUSTRY PRACTICE;

4.2.2 provide all tools and other equipment required to carry out the SERVICES;

4.2.3 co-operate in good faith with other suppliers who provide ASTELLAS with goods or services;

4.2.4 comply with ASTELLAS' POLICIES and all reasonable operational directions that are consistent with the CONTRACT as set from time to time by ASTELLAS; and

4.2.5 promptly inform ASTELLAS when SUPPLIER becomes aware of any matter which may affect SUPPLIER's ability to provide the SERVICES in line with the CONTRACT.

5. DELIVERY OF GOODS AND PROVISION OF SERVICES

5.1 The GOODS shall be delivered, carriage and duty paid, to ASTELLAS' place of business or to such other place of delivery as is specified by ASTELLAS in writing in the PURCHASE ORDER prior to delivery of the GOODS and all SERVICES shall be performed at the time and place as specified in the CONTRACT. SUPPLIER shall off-load and stack the GOODS at its own risk as directed by ASTELLAS.

5.2 The date for delivery shall be specified in the CONTRACT, or if no such date is specified then delivery shall take place within 28 days of the date of the accepted PURCHASE ORDER or at such earlier date as may reasonably be requested by ASTELLAS. Time for delivery shall be of the essence.

- 5.3 Unless otherwise stipulated by ASTELLAS in the CONTRACT, deliveries shall only be accepted by ASTELLAS in normal business hours, being 09:00 to 17:00 local time at the place of delivery.
- 5.4 SUPPLIER shall ensure that each delivery of the GOODS is accompanied by a delivery note which shows, among other things, the PURCHASE ORDER number, date of PURCHASE ORDER, number of packages and contents and, in the case of delivery by instalments set out in Condition 5.5 below, the outstanding balance remaining to be delivered.
- 5.5 If SUPPLIER is unable to deliver all GOODS required by the CONTRACT, it may request the ability to deliver in instalments. ASTELLAS will not unreasonably withhold consent to such request. Where ASTELLAS agrees in writing to accept delivery by instalments the CONTRACT shall be construed as a single CONTRACT in respect of each instalment. Nevertheless, failure by SUPPLIER to deliver any one instalment shall entitle ASTELLAS to cancel all future instalments.
- 5.6 If the GOODS are delivered to ASTELLAS in excess of the quantities ordered, ASTELLAS shall not be bound to pay for the excess and any excess shall be and shall remain at SUPPLIER'S risk and shall be returnable at SUPPLIER'S expense.
- 5.7 ASTELLAS shall not be deemed to have accepted the GOODS until it has had 7 days to inspect them following delivery. The issue by ASTELLAS of a receipt note for GOODS will not constitute any acknowledgement of the condition or nature of those GOODS. ASTELLAS shall also have the right to reject the GOODS as though they had not been accepted for 28 days after any latent defect in the GOODS has become apparent.

6. RISK AND TITLE

- 6.1 The GOODS shall remain at the risk of SUPPLIER until ASTELLAS has accepted the GOODS following delivery pursuant to Condition 5.7 above.
- 6.2 Subject to Condition 5.7, title in the GOODS shall pass to ASTELLAS on the earlier of payment or delivery, notwithstanding any purported retention of title by SUPPLIER.

7. ASTELLAS' PROPERTY

- 7.1 Materials, equipment, tools, dies and

moulds that are supplied to SUPPLIER, or directly paid for, by ASTELLAS shall at all times be and remain the exclusive property of ASTELLAS but shall be held by SUPPLIER in safe custody at its own risk and maintained and kept in good condition by SUPPLIER until returned to ASTELLAS (which SUPPLIER will do so on reasonable demand if ASTELLAS so requests) and shall not be disposed of other than in accordance with ASTELLAS' written instructions, nor shall such items be used otherwise than as authorised by ASTELLAS in writing.

8. CHARGES AND EXPENSES

- 8.1 The charges for the GOODS or SERVICES shall be set out in the CONTRACT and shall be exclusive of GST and other value added tax, but inclusive of all other charges, delivery charges, duties, customs or levies unless otherwise agreed in writing by the PARTIES ("**CHARGES**").
- 8.2 Any variation in the price or extra CHARGES shall be subject to the express prior written consent of ASTELLAS.
- 8.3 SUPPLIER shall send a valid tax invoice to ASTELLAS:
- 8.3.1 for GOODS, upon delivery but in any event within three months after delivery of the GOODS to ASTELLAS; and
- 8.3.2 for SERVICES upon completion of SERVICES unless intervals or times have been requested by ASTELLAS in the PURCHASE ORDER.
- 8.4 The PURCHASE ORDER number must be quoted on all invoices, unless otherwise agreed in writing by ASTELLAS.
- 8.5 If ASTELLAS pre-agrees in writing to pay SUPPLIER'S expenses and/or disbursements, ASTELLAS shall only do so to the extent that:
- 8.5.1 the expenses and/or disbursements are reasonable and SUPPLIER has undertaken commercially reasonable efforts to mitigate any exposure to the expenses and/or disbursements;
- 8.5.2 SUPPLIER has incurred them directly, wholly and exclusively in the provision of the GOODS or performance of the SERVICES or the provision of the MATERIAL;
- 8.5.3 If provided, SUPPLIER has incurred

them in compliance with the Astellas Supplier Expenses Guidelines POLICY;

8.5.4 the expenses and/or disbursements do not relate to costs yet to be incurred; and SUPPLIER produces a valid tax invoice receipts for each expense or disbursement incurred.

8.6 ASTELLAS shall have the option of making all travel arrangements to be claimed by SUPPLIER as a disbursement from ASTELLAS on behalf of the SUPPLIER. ASTELLAS shall not pay any insurance related expenses arising from the travel expenses of SUPPLIER.

8.7 All disbursements should be set out in any invoice and applied bank charges should be specified as separate amounts. SUPPLIER shall keep valid tax receipts showing the location, date and amount for all disbursements and make these available to ASTELLAS on request at any time. All disbursements are reimbursed on a strict pass-through basis and SUPPLIER shall not charge any mark-up and/or additional charges, duties, customs, levies or taxes on any disbursements.

8A GOODS AND SERVICES TAX

8A.1 If GST is or becomes payable on a Supply made under or in connection with this CONTRACT, an additional amount is payable by the party providing consideration for the Supply equal to the amount of GST payable on that Supply as calculated in accordance with the GST Law.

8A.2 Each invoice delivered under this CONTRACT must comply with all the requirements for a Tax Invoice under the GST Law.

8A.3 In this clause 9, "**GST**", "**Supply**" and "**Tax Invoice**" have the meaning given to them under the GST Law, where the **GST Law** is the *A New Tax System (Goods and Transitional Business Continuity Services Tax) Act 1999* (Cth).

PAYMENT

9.1 Subject to SUPPLIER providing the GOODS and SERVICES in accordance with the CONTRACT and providing a valid tax invoice in respect of such supply, ASTELLAS shall pay the CHARGES for the GOODS and/or SERVICES as set out in the CONTRACT within 60 days of receipt of such invoice, unless otherwise agreed in the CONTRACT. Time for payment shall not be of the essence in the CONTRACT.

9.2 If any sum under the CONTRACT is not paid when due then, without prejudice to both PARTIES' other rights under the CONTRACT, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over the base rate quoted by ASTELLAS' prime lending bank from time to time. SUPPLIER is not entitled to suspend deliveries of the GOODS or SERVICES as a result of any sums being outstanding.

9.3 SUPPLIER shall not provide GOODS or SERVICES prior to receipt of a PURCHASE ORDER from ASTELLAS and ASTELLAS shall not be obliged to pay SUPPLIER for the provision of GOODS and SERVICES prior to SUPPLIER's receipt of a PURCHASE ORDER, which shall not be unreasonably withheld or delayed by ASTELLAS.

9.4 Without prejudice to any other right or remedy, ASTELLAS reserves the right to set off any amount owing at any time from SUPPLIER to ASTELLAS or its AFFILIATES against any amount payable by ASTELLAS or its AFFILIATES to SUPPLIER under any CONTRACT.

9.5 ASTELLAS may use a third party vendor, Infosys BPO Limited, which is based in India (or such other entity as Astellas may nominate from time to time), to process the invoices sent by SUPPLIER to ASTELLAS. SUPPLIER invoices will be electronically scanned, and will be accessed by such third party vendor's employees solely for the purpose of processing those invoices. By sending invoices to ASTELLAS, the SUPPLIER consents (and agrees to procure any necessary consents) to the processing of SUPPLIER invoices (including any PERSONAL INFORMATION contained within them), in this way.

10. AUDIT RIGHTS

10.1 SUPPLIER shall maintain all complete, accurate and up to date records and supporting documents required under applicable LAWS or in connection with each CONTRACT for the longer of seven (7) years after final payment is made or for the time period specified under applicable LAWS.

10.2 Within five (5) business days after receipt of notice by SUPPLIER, ASTELLAS (or its

designated representative) shall be allowed access to such records in which to examine, audit and copy, any records or manufacturing processes in order to:

10.2.1 determine compliance with applicable LAWS, CODES and POLICIES;

10.2.2 determine compliance with the CONTRACT;

10.2.3 check any suspected breach of Condition 21 and Condition 22; and/or respond to any government or regulator inquiry.

10.3 SUPPLIER and its AFFILIATES shall fully cooperate in connection with any such audit.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All BACKGROUND IP and rights therein shall remain the property of the owning PARTY.

11.2 SUPPLIER hereby grants to ASTELLAS a non-exclusive, perpetual, royalty free, worldwide licence, with the full right to grant sublicenses, to use its BACKGROUND IP to allow ASTELLAS and its AFFILIATES to obtain the full benefit of the Contract (including use and sale of the GOODS, SERVICES and MATERIALS).

11.3 All ARISING IP and MATERIAL and rights therein shall automatically vest in ASTELLAS and SUPPLIER hereby assigns (and will ensure that its REPRESENTATIVES assign), with full title guarantee free of all charges, liens, licenses, encumbrance and mortgages, all ARISING IP and MATERIAL and rights therein (including as a present assignment of future copyright).

11.4 SUPPLIER will promptly and at its own cost:

11.4.1 do (or procure to be done) all such further acts and things and the execution of all such other documents as ASTELLAS may from time to time require for the purpose of securing for ASTELLAS the full benefit of the CONTRACT, including all right, title and interest in and to the ARISING IP and MATERIAL; and

11.4.2 procure the irrevocable waiver of all moral rights (and any broadly equivalent rights which may exist in any territory of the world) in the GOODS and/or the SERVICES.

11.5 SUPPLIER warrants and represents that the GOODS, providing the SERVICES, assignment of the ARISING IP and MATERIAL to ASTELLAS (where relevant), license of SUPPLIER'S BACKGROUND IP by SUPPLIER to ASTELLAS will not infringe the IP rights of any third party.

11.6 SUPPLIER further warrants and represents that the use or sale of the GOODS or the supply of SERVICES and the receipt and use of the GOODS, ARISING IP, MATERIAL or SERVICES by ASTELLAS or its AFFILIATES will not infringe the rights of any third party.

12. ASTELLAS' TRADE MARKS AND NAME

12.1 Where the PARTIES agree that ASTELLAS' TRADE MARKS shall be used in the MATERIAL, ASTELLAS (on its own behalf and as a licensee of any of its AFFILIATES) grants a non-exclusive, royalty free licence to SUPPLIER to apply the TRADE MARKS to the MATERIAL to the extent strictly necessary to carry out SUPPLIER'S obligations under the CONTRACT.

12.2 SUPPLIER shall use the TRADE MARKS and any corporate name of ASTELLAS only on or in relation to the MATERIAL in the form and manner specified by ASTELLAS from time to time, and not otherwise.

13. CONFIDENTIALITY

13.1 Each PARTY shall, during the TERM of the CONTRACT and on a continuing basis thereafter, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the PARTY (**RECIPIENT**) by the OTHER PARTY or its REPRESENTATIVES (**DISCLOSER**) and any other confidential information concerning the business of DISCLOSER or its AFFILIATES or its products and RECIPIENT shall not disclose such information to any third party nor use such confidential information save as necessary pursuant to the CONTRACT without the DISCLOSER'S prior written consent. RECIPIENT shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of fulfilling the RECIPIENT'S obligations under these CONDITIONS and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind RECIPIENT.

13.2 Neither PARTY shall disclose the existence of

these CONDITIONS, any CONTRACT and/or the fact that SUPPLIER supplies GOODS and/or SERVICES to ASTELLAS to any third party without the OTHER PARTY'S prior written consent.

Clause; and

14.4.3 the SUPPLIER will remain fully liable to ASTELLAS for the acts, errors and omissions of any REPRESENTATIVE it appoints to process the PERSONAL INFORMATION.

14. DATA PROTECTION

14.1 The PARTIES shall comply, and shall ensure that their REPRESENTATIVES comply, with such of the provisions of the PRIVACY LEGISLATION as shall apply to any and all personal information which may be disclosed to or acquired by it as a result of the provision of the GOODS or SERVICES.

14.5 The SUPPLIER shall ensure that it does not transfer any PERSONAL INFORMATION outside of Australia unless and until it has taken all such measures and done all such things as ASTELLAS considers necessary to ensure an adequate level of protection for the PERSONAL INFORMATION that it will transfer (which may include, without limitation, entering into a data transfer agreement with ASTELLAS on terms reasonably stipulated by ASTELLAS).

14.2 To the extent that the SUPPLIER processes or otherwise handles PERSONAL INFORMATION in the course of providing the GOODS or SERVICES, it will only do so in accordance with the requirements of this CONTRACT.

14.6 The SUPPLIER shall provide all assistance reasonably required by ASTELLAS to enable ASTELLAS to respond to, comply with or otherwise resolve any request, question or complaint received by ASTELLAS from:

14.3 The SUPPLIER will only use, process and handle the PERSONAL INFORMATION in accordance with ASTELLAS' lawful instructions and will not:

14.3.1 assume any responsibility for determining the purposes for which and the manner in which the PERSONAL INFORMATION is processed; or

14.6.1 any living individual whose PERSONAL INFORMATION is processed by the SUPPLIER on behalf of ASTELLAS; or

14.3.2 process the PERSONAL INFORMATION for its own purposes.

14.6.2 any applicable data protection authority or regulator (including the Australian Information Commissioner).

14.4 ASTELLAS authorizes the SUPPLIER to subcontract processing or handling of PERSONAL INFORMATION under this CONTRACT to a REPRESENTATIVE provided that:

14.7 The SUPPLIER shall have in place and maintain throughout the term of this CONTRACT appropriate technical and organizational measures to protect the PERSONAL INFORMATION against a DATA BREACH.

14.4.1 the SUPPLIER obtains the prior consent of ASTELLAS to the subcontracting;

14.4.2 the SUPPLIER flows down its obligations under this Clause to protect the PERSONAL INFORMATION in full to any REPRESENTATIVE it appoints, such that the privacy and data processing terms of the subcontract are no less onerous than those terms set out in this

14.8 In the event of a DATA BREACH, the SUPPLIER will immediately notify ASTELLAS and do all such acts and things as ASTELLAS considers necessary in order to remedy or mitigate the effects of the DATA BREACH and will continuously update ASTELLAS of developments relating to the DATA BREACH. In the event that any PERSONAL INFORMATION is lost, damaged or destroyed as a consequence of a DATA

BREACH, the SUPPLIER shall promptly restore such PERSONAL INFORMATION to the last available backup.

15. INSURANCE

At all times during the TERM of the CONTRACT, SUPPLIER shall maintain in force with a reputable insurance company both professional indemnity and product liability insurance sufficient to meet its obligations under the CONTRACT which shall, in each case, not be less than two million Australian dollars (AUD 2,000,000) per claim or event or series of connected claims or events and an aggregate limit of liability in any twelve (12) month rolling period of ten million Australian dollars (AUD 10,000,000) and if so required at any time produce the policy of insurance and the receipt for the current premium to ASTELLAS for its inspection. The SUPPLIER will also maintain in force workers' compensation insurance and such other insurances as it is required to maintain under applicable law.

16. INDEMNITY

16.1 EACH PARTY shall keep the OTHER PARTY and its AFFILIATES (**INDEMNIFIED PARTIES**) indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including reasonable management, legal and other professional fees and expenses and regulatory fines) penalties, interest, liabilities, damages, awards, settlements or other losses awarded against or incurred or paid by INDEMNIFIED PARTIES as a result of or in connection with:

16.1.1 any breach by SUPPLIER or SUPPLIER's REPRESENTATIVES of any of the representations and warranties given under Conditions 3.1, 4.1, 11.5, 11.6 and 22.4;

16.1.2 any breach by the SUPPLIER or the SUPPLIER's REPRESENTATIVES of its obligations under Clause 14;

16.1.3 EITHER PARTY'S or the PARTY'S REPRESENTATIVE's malpractice, fraud or wilful default;

16.1.4 damage to real or personal property caused by A PARTY or the PARTY's REPRESENTATIVES;

16.1.5 injury to persons, including injury resulting in death caused by A PARTY or A PARTY's REPRESENTATIVES; and

16.1.6 an infringement or alleged infringement of any INTELLECTUAL PROPERTY rights caused by the use, manufacture or supply of the GOODS or the use or supply of the products or SERVICES (including the MATERIALS).

17. [INTENTIONALLY LEFT BLANK]

18. TERM

18.1 The CONTRACT commences on the COMMENCEMENT DATE and, unless terminated sooner in accordance with these CONDITIONS, shall continue for the TERM.

19. TERMINATION

19.1 ASTELLAS shall have the right at any time and for any reason to terminate the CONTRACT in whole or in part by giving SUPPLIER 30 days' written notice whereupon all work on the CONTRACT shall be discontinued and, in respect of any SERVICES being supplied, ASTELLAS shall pay to SUPPLIER fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

19.2 Each party (**Terminating Party**) shall have the right at any time by giving notice in writing to the other party to terminate the CONTRACT forthwith without cost or penalty if:

19.2.1 the OTHER PARTY commits any breach of Conditions 11 (Intellectual Property Rights), 12 (Astellas' TRADE MARKS and Name), 13 (Confidentiality), 14 (Data Protection), 15 (Insurance), 22 (Anti-Corruption Policy) and 23 (Safety and Environmental Requirements);

19.2.2 SUPPLIER undergoes a change of CONTROL;

19.2.3 the OTHER PARTY does or omits to do anything which in the TERMINATING PARTY'S reasonable opinion may materially damage or impair its reputation;

19.2.4 the OTHER PARTY ceases or

threatens to cease to carry on trade (in whole or in part);

- 19.2.5 the financial position of the OTHER PARTY deteriorates to such an extent that, in the reasonable opinion of the TERMINATING PARTY, the capability of the OTHER PARTY to adequately fulfil its obligations under the CONTRACT has been placed in jeopardy;
- 19.2.6 the OTHER PARTY commits a material breach of the CONTRACT;
- 19.2.7 any distress, execution or other process is levied upon any of the assets of the OTHER PARTY; or
- 19.2.8 the OTHER PARTY becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or becomes the subject of an order or resolution for dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) in relation to any jurisdiction.

19.3 The termination of the CONTRACT, however arising, shall be without prejudice to the rights and duties of the PARTIES accrued prior to termination. The CONDITIONS which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

19.4 The terms of CONDITIONS 3 (Goods), 4 (Services), 6 (Risk and Title), 7 (Astellas' Property), 11 (Intellectual Property Rights), 12 (Astellas' TRADE MARKS and Name), 13 (Confidentiality), 14 (Data Protection), 15 (Insurance), 16 (Indemnity), 17 (Astellas' Limitation of Liability), 18 (Term), 19 (Termination), 26 (General) and the PARTIES' obligations there under, shall survive termination or expiration of the TERM and completion of the provision of GOODS and/or SERVICES by the SUPPLIER.

20. REMEDIES

20.1 Without prejudice to any other right or remedy which ASTELLAS may have, if any GOODS, SERVICES and MATERIALS which are not supplied materially in accordance with, including but not limited to CONDITIONS 3 and 4, ASTELLAS shall be entitled to avail itself of any one or more of the following remedies at its discretion, acting reasonably and in good faith:

20.1.1 the right exercisable during the performance of the SERVICES to suspend the SERVICES (and ASTELLAS' payment obligations in respect of the suspended services) any suspension would have to apply to provision of services if the performance does not conform in quality with any stipulations in the CONTRACT or if the performance is delayed;

20.1.2 to reject the GOODS or SERVICES (in whole or in part) and return them to SUPPLIER at the risk and cost of SUPPLIER on the basis that a full refund for the GOODS or SERVICES so returned shall be paid forthwith by SUPPLIER;

20.1.3 at ASTELLAS' option and within the timeframe reasonably specified by ASTELLAS to give SUPPLIER the opportunity at SUPPLIER'S expense either to remedy any defect in the GOODS or SERVICES, to re-perform the SERVICES or to supply replacement GOODS or SERVICES and carry out any other necessary work to ensure that the terms of the CONTRACT are fulfilled;

20.1.4 to carry out at SUPPLIER'S expense any work necessary to make the GOODS or SERVICES comply with the CONTRACT; and

20.1.5 to claim such damages as may have been sustained in consequence of SUPPLIER'S breach or breaches of the CONTRACT.

21. COMPLIANCE WITH ALL APPLICABLE LAW AND ASTELLAS' POLICIES

21.1 SUPPLIER agrees to provide the GOODS and/or perform the SERVICES in due compliance with all applicable LAWS and CODES, good business ethics, current industry standard codes of practice and the highest standards prevailing in SUPPLIER'S industry.

21.2 SUPPLIER will use its best endeavours to ensure its REPRESENTATIVES are not engaged in and will not engage at any time in any unfair labour practice or implement or maintain employment conditions in violation of applicable LAWS.

21.3 SUPPLIER acknowledges that it has read and agrees to comply and shall procure that its REPRESENTATIVES comply with the following Astellas POLICIES set out below and available on Astellas' website:

21.3.1 [Policy on Global Anti-Bribery and Anti-Corruption; and](#)

21.3.2 [Astellas Business Partner Code of Conduct.](#)

21.4 SUPPLIER further agrees to notify ASTELLAS if SUPPLIER's business practices are inconsistent with any of the provisions of the codes or POLICIES set out above in Condition 21.3 above.

21.5 If SUPPLIER is conducting market research in the course of providing the SERVICES, it must also comply with the relevant Codes and ensure that it has obtained all relevant consents (or note consent from individuals that have been telephoned) from respondent contacted. For the purposes of this section, the term "respondent" means any individual that SUPPLIER interviews for purposes of conducting market research such as, without limitation, advisors, carers and patients and their families.

21.6 Notwithstanding condition 21.5, if the SUPPLIER is engaging with healthcare professionals or patient organisations on behalf of ASTELLAS then ASTELLAS shall directly enter into an agreement with such healthcare professional or patient organization unless ASTELLAS authorizes the SUPPLIER in writing – prior to the execution of the relevant agreements – to sign such agreements directly with the healthcare professional or patient organization.

21.7 If SUPPLIER is making a payment or other transfer of value to applicable healthcare professionals or healthcare organisations on behalf of ASTELLAS, it must also comply with Astellas' request for applicable data related to payments and transfers of value, to ensure that ASTELLAS can fulfill its disclosure obligations required by applicable transparency LAWS and CODES. ASTELLAS will obtain and

consolidate all applicable data on payments or other transfers of value from SUPPLIERS who make payments or other transfers of value on behalf of ASTELLAS.

22. ANTI-CORRUPTION POLICY

22.1 Without limiting the generality of Condition 21, SUPPLIER agrees to provide the GOODS and/or perform the SERVICES in due compliance with the Astellas Anti-Corruption POLICY.

22.2 SUPPLIER must not commit any act or omission which causes or could cause either PARTY to breach, or commit an offence under, any laws relating to anti-bribery or corruption.

22.3 SUPPLIER must not pay, offer or promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to any government official or employee, or any political party or candidate for political office and/or any other person, including but not limited to any officer, employee, agent and/or representative of another company or organization, for the purpose of influencing any act or decision of any government, company or organization in connection with the activities of SUPPLIER under the CONTRACT.

22.4 SUPPLIER warrants and represents that:

22.4.1 no REPRESENTATIVE of SUPPLIER or its AFFILIATES is an official or employee of a governmental agency or instrumentality or a government owned company in a position to influence action or a decision regarding the provision of GOODS and/or SERVICES by SUPPLIER contemplated in the CONTRACT;

22.4.2 as of the date of acceptance of the PURCHASE ORDER it is not under investigation by any regulatory authority or professional body and has not been disciplined or disqualified by any regulatory authority or professional body.

22.5 SUPPLIER confirms that the fees to be paid under the CONTRACT are reasonable and are commensurate with the GOODS and/or SERVICES to be provided.

Adverse Event Reporting

22.6 If any of the employees of SUPPLIER or any of its affiliates or subcontractors engaged in the performance or provision of services to ASTELLAS becomes aware of an Adverse Event ("AE") or other Special Situations (SS) (defined below) associated with an ASTELLAS product, SUPPLIER shall notify ASTELLAS, within one (1) business day after SUPPLIER's learning of such AE and/or SS report. SUPPLIER shall report to ASTELLAS the AE and/or SS report and include (when available and permitted by applicable data protection law) the contact details of the patient or person involved with such incident and the person reporting to ASTELLAS on behalf of SUPPLIER.

For the purposes of this clause:

Adverse Event ('AE') means any undesirable experience or untoward medical occurrence in a patient or any other person who has used or been exposed to or administered an ASTELLAS product covered by these CONDITIONS, regardless of whether such exposure or administration is suspected of having had a causal relationship with such experience or occurrence. An AE can, therefore, be any unintended sign (including, without limitation, an abnormal laboratory finding), symptom, or disease temporally associated with the use or administration of an ASTELLAS product covered by these CONDITIONS, whether or not believed to be related to such ASTELLAS product. An AE can also be any such undesirable experience or untoward medical occurrence associated with a product quality complaint or medical inquiry.

Special Situation ('SS') report means a report of the use of an ASTELLAS product covered by these CONDITIONS outside of the approved label, lack of efficacy, exposure during pregnancy or breastfeeding, occupational exposure, overdose, abuse, misuse, suspected transmission of an infectious agent, or medication errors which may or may not be reported with an Adverse Event.

In the event SUPPLIER learns of any death of a patient or any other person having used or been administered an ASTELLAS product covered by these CONDITIONS, SUPPLIER shall immediately report the death, and cause if known, to ASTELLAS.

COMPANY shall forward completed AE/SS report forms to ASTELLAS via email to safety-au@astellas.com

23. SAFETY AND ENVIRONMENTAL REQUIREMENTS

SUPPLIER shall obtain all permits and abide by all applicable environmental and safety regulations from all applicable regulatory authorities. In order for ASTELLAS to properly discharge, use, store, handle, transport and dispose of the GOODS and to comply with applicable LAWS, SUPPLIER shall provide to ASTELLAS, upon request, any information about the characteristics, components or contents of the GOODS.

24. ASSIGNMENT AND SUBCONTRACTING

24.1 Neither PARTY shall be entitled to assign transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under any CONTRACT or these CONDITIONS or any part of them or to sub-contract any of its obligations under any CONTRACT or these CONDITIONS or any part of them without the prior written consent of the OTHER PARTY, provided, however, that Astellas may assign transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under any CONTRACT or these CONDITIONS or any part of them or to sub-contract any of its obligations under any CONTRACT or these CONDITIONS or any part of them to: (i) any Affiliate; (ii) an assignee or successor in interest (by merger, operation of law or otherwise); or (iii) a purchaser of all or substantially all of its business to which a relates without the prior written consent of SUPPLIER.

24.2 In the event that a PARTY sub-contracts its obligations with the consent of the OTHER PARTY pursuant to Condition 24.1 above, the OTHER PARTY shall provide reasonable assistance (including but not limited to executing any documents reasonably required) to the OTHER PARTY and the individual, organisation, firm or company the rights are being sub-contracted to.

25. FORCE MAJEURE

Either PARTY reserves the right to defer the date of delivery or payment or to cancel the CONTRACT or reduce the volume of the GOODS ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of either PARTY including, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil

commotion, fire, explosion or flood, epidemic.

jurisdiction of the courts of that state and the courts that hear appeals from them.

26. GENERAL

26.1 Each right or remedy of EITHER PARTY under the CONTRACT is without prejudice to any other right or remedy of that PARTY whether under the CONTRACT or not.

26.2 If any provision of the CONTRACT is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the CONTRACT and the remainder of such provision shall continue in full force and effect.

26.3 Failure or delay by EITHER PARTY in enforcing or partially enforcing any provision of the CONTRACT shall not be construed as a waiver of any of its rights under the CONTRACT.

26.4 Any waiver by EITHER PARTY of any breach of, or any default under, any provision of the CONTRACT by the OTHER PARTY shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the CONTRACT.

26.6 The relationship of SUPPLIER to ASTELLAS shall be that of an independent contractor. At no time shall a PARTY and its REPRESENTATIVES hold themselves out as being a REPRESENTATIVE of the OTHER PARTY.

26.7 A reference to a "Person" shall include any individual, body corporate, association, partnership, firm, trust, organization, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality).

26.8 This CONTRACT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws in force in the State of New South Wales, Australia, and the PARTIES submit to the exclusive