

PURCHASE ORDER TERMS AND CONDITIONS

1. General.

This Purchase Order is an offer by Astellas US LLC or an affiliated entity of Astellas US LLC ("Buyer") to the seller listed on the accompanying Purchase Order ("Seller") and acceptance is limited to its provisions without additions, deletions, or other modifications. Buyer will not be responsible for goods or services delivered without issuance of its standard Purchase Order.

2. Acceptance.

This Purchase Order is deemed to be accepted by delivering the goods or services by the specified delivery date. This Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of the accompanying Purchase Order; and (iii) if applicable, specified in Buyer's written agreement with Seller.

Acceptance of all or part of the goods or services shall not (i) waive Buyer's right to cancel or return all or any portion of the goods or services that do not conform to the Purchase Order; (ii) bind Buyer to accept future shipments of goods or services; or (iii) preclude Buyer from making any claim for damages or breach of warranty. All purchases are subject to inspection and rejection by Buyer notwithstanding prior payment. Rejected goods will be returned at Seller's expense for transportation both ways and all related labor and packing costs. No goods returned as defective by Buyer shall be replaced by Seller without written permission of an authorized agent of Buyer.

Buyer may at any time, by written order, make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of this Purchase Order, Seller may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by the parties.

3. Compliance with Laws.

Seller warrants to Buyer that the goods and services shall be provided, manufactured, shipped, stored, and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders, and industry **standards**, including, without limitation, those relating to bribery, money laundering, or corrupt practices or which in any manner prohibit the giving of anything of value to any official, agent or employee of any government, political party or public international organization, candidate for public office, or any officer, director, employee or representative of any other company or organization. Seller makes all warranties contained in the Uniform Commercial Code.

Seller represents that it complies with all laws regarding slavery and human trafficking in all countries in which it does business, in compliance with the California Transparency in Supply Chains Act of 2010.

4. Indemnity.

Seller agrees to defend, indemnify and hold harmless Buyer, its affiliates, and its and their respective officers, directors, shareholders, affiliated entity, employees, agents, representatives, successors and assigns

("Indemnitees") from all losses, liabilities, damages, and/or expenses which may be sustained or claimed against an Indemnitee: (i) arising out of defective goods or negligent services hereby ordered; (ii) arising from injury to Seller employees while in the course of providing goods or services to Buyer or any Buyer affiliated entity; (iii) arising from the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, access to Personal Data of Buyer that is Processed in connection with the Purchase Order; (iv) arising from Seller's use of automobiles, trucks, or heavy equipment; or (v) based on a claim that the goods or services supplied by Seller infringe a patent, copyright, or trademark or misappropriate a trade secret of a third party. Seller shall, at the request of Buyer or any Buyer affiliated entity, defend any such claim, action or lawsuit. If the goods or services become, or in Seller's opinion, are likely to become, the subject of any infringement claim, Seller shall promptly inform Buyer and do one of the following at Seller's option and expense: (i) procure for Buyer the right to continue using the goods or services; (ii) replace or modify the goods or services so that they become non-infringing without losing functionality; or (iii) terminate Buyer's right to use the goods and/or services, whereupon Seller will refund to Buyer all amounts paid by Buyer to Seller for such goods or services.

5. Price.

The price for goods and services ordered hereby shall be the lower of: (i) the price stated on the accompanying Purchase Order or (ii) the same price charged by Seller to its most favored customers at the time of shipment of goods or provision of services of the same kind and quality taking into account quantity discounts. Price is inclusive of applicable taxes, freight, all packaging and handling, transportation, and insurance unless explicitly indicated on the face of this Purchase Order or agreed to in writing by Buyer.

6. Taxes.

Any tax, tariff or duty which is imposed upon Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).

7. Delivery.

Unless designated otherwise: (i) For Domestic Orders: all deliveries are F.O.B. Destination to the location designated on this Purchase Order and (ii) For International Orders: all deliveries are Delivered Duty Paid as defined by Incoterms from time to time. For both domestic and international orders, all risk of loss shall remain with Seller until goods and services have actually been received and accepted by Buyer at the applicable destination according to the terms and conditions of this Purchase Order. The goods or services ordered must be received no later than the delivery date specified.

8. Quantities.

Quantities of goods or services ordered may not be changed without the prior written approval of Buyer. If the total or any portion of the goods received either exceeds or falls below the quantities ordered, Buyer shall have the right to reject and return any such shipments or portions thereof at Seller's expense for transportation both ways and all related labor and packing costs.

9. Packaging and Shipping.

All shipping containers shall be packed and packaged to: (i) ensure safe arrival to final destination; (ii) secure the lowest transportation costs; (iii) comply with requirements of common carriers; (iv) meet Buyer's written

instructions; and (v) meet the requirements of all applicable laws, ordinances, rules and regulations. Each package or container shall be marked clearly to show this Purchase Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each container.

10. Invoices.

Seller shall issue a separate invoice for each separate shipment. Each invoice shall include: (i) the Purchase Order number; (ii) Buyer's part numbers; and (iii) quantities shipped. Undisputed amounts shall be paid within 45 days of receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for Buyer to withhold payment without losing discount privileges. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or goods or services, whichever is later.

11. Representations and Warranties.

Seller represents and warrants to Buyer that (i) Seller has good and marketable title to, and the right to sell, the goods and services, including, without limitation, any intellectual or proprietary property rights therein, (ii) title conveyed to Buyer by Seller is good and merchantable and its transfer rightful, and (iii) the goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.

Seller represents and warrants to Buyer that the goods or services delivered, the packaging, labeling and sorting thereof, any installation, repair, and maintenance of goods, and any other performance pursuant to this Purchase Order, will: (i) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights; (ii) be free from defects in material and workmanship, be of even kind and quality and run without variation; (iii) be of merchantable quality; (iv) be fit for the intended use of the Buyer, Buyer's customers and any other intended uses of such goods and shall be new and not refurbished; and (v) be of grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in this Purchase Order. Seller also warrants that the goods or services to be delivered hereunder were produced in compliance with all applicable requirements of the Fair Labor Standards Act of 1938 as amended, including specifically Sections 206, 207, 212 and 215, and all regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. Seller shall maintain, solely at Seller's cost and expense, all licenses, permits, approvals, and the like necessary to conduct its business and perform its obligations under this Purchase Order.

12. Inspection.

Buyer shall have the right to inspect and test the goods or services ordered at any time, including during the manufacture and construction, or preparation, notwithstanding any prior payment or inspection. Defective goods or services not in compliance with Buyer's drawings, specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, Buyer at its sole option may require Seller, at Seller's expense to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Seller's prompt instruction and at Seller's risk. Rejected goods will be transported for return to Seller or destroyed at Seller's cost. Nothing contained herein shall relieve in any way Seller from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not

constitute acceptance thereof and is without prejudice to any and all claims Buyer may have against Seller or any other party.

13. Right to Cover.

If Seller repudiates this Purchase Order or fails to make delivery within the time specified herein, time being of the essence in connection with this Purchase Order (or, if no time of delivery has been specified, within a reasonable time after acceptance by Seller) or if Buyer rightfully rejects the goods or services or justifiably revokes acceptance thereof, then with respect to any and all goods or services involved, Buyer may pursue any remedy available including, without limitation, cancellation of this Purchase Order in whole or in part. In addition to recovering so much of the price as has been paid and irrespective of whether Buyer has cancelled this Purchase Order, Buyer may "cover" and have damages as to all goods and services affected whether or not they have been identified to this Purchase Order. Buyer may "cover" by making, in good faith and without unreasonable delay, any reasonable purchase of or contract to purchase goods or services in substitution for those due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price together with any incidental and consequential damages.

14. Limitation of Liability.

Buyer's liability to pay any amount to Seller for any reason shall not exceed the amount Buyer has agreed to pay Seller for the goods or services. NEITHER BUYER NOR ANY OF ITS AFFILIATED ENTITIES SHALL BE LIABLE TO SELLER ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES, OR ANY THIRD PARTY FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES HOWEVER THE SAME MAY BE CAUSED, EVEN IF BUYER IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE REASONABLY FORESEEABLE UNDER THE CIRCUMSTANCES.

15. Miscellaneous.

Seller shall not assign this Purchase Order or any rights, nor delegate any duties to any third party. Any attempt to do so will be void. This Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each party is an independent contractor of the other party. The provisions of Paragraphs 4, 11, 13, 14, 15, 16, 22 and 23 of this Purchase Order shall survive delivery and acceptance of the goods and services that are the subject of this Purchase Order and termination or expiration of this Purchase Order and/or Buyer's written agreement(s) with Seller pertaining to such goods and services, if applicable.

16. Confidential Information.

Buyer's confidential and proprietary information includes, without limitation, its business plans; business strategies; marketing plans; industry and competitive information; technology, product and proposed product information; pricing and cost arrangements and agreements with Buyer, distributors, customers, suppliers, licensors and licensees; information relating to its customer base; information concerning employees and financial information. All such confidential and proprietary information shall (i) remain the property of Buyer, (ii) be carefully preserved and maintained by Seller at its expense, and (iii) be promptly returned to Buyer or satisfactorily accounted for upon completion of this Purchase Order or upon Buyer's written demand. Seller

shall be liable for any breach of this Paragraph 16 by Seller, its affiliates, and/or any of its or their respective employees or independent contractors.

17. Privacy and Data Security.

Seller shall comply with this section to the extent Seller collects, stores, uses, discloses, or otherwise processes ("Processes") any data or information that relates to an identified or identifiable natural person ("Personal Data") in connection with the goods or services delivered pursuant to this Purchase Order. Seller shall comply with its obligations under all laws, codes, ordinances, regulations, executive orders, and industry standards applicable to Seller's Processing of Personal Data. Seller shall not at any time: (i) acquire any ownership, license, rights, title or other interest in or to Personal Data of Buyer that is Processed in connection with the Purchase Order, all of which shall, as between Buyer and Seller, be and remain the proprietary and confidential information of Buyer, (ii) use such Personal Data to market its services or those of an affiliate or third party, (iii) sell or rent such Personal Data to third parties (including, without limitation, Seller's affiliates), or (iv) use such Personal Data for its own purposes, or for the purpose of any affiliate or third party. Seller shall, in accordance with good industry practices, implement and maintain administrative, technical and physical safeguards that protect against the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, access to Personal Data of Buyer that is Processed in connection with the Purchase Order. In the event that Seller has knowledge of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, access to Personal Data of Buyer that is Processed in connection with the Purchase Order, Seller shall notify Buyer in writing immediately (and in any event within twenty-four (24) hours) at AstellasPrivacy@astellas.com.

18. Force Majeure.

Failure of Buyer to take shipments of goods or receive services hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, governmental regulation or order, pandemic, or any other circumstances of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's offices or other business locations, shall not subject Buyer to any liability to Seller by reason thereof, but, at Buyer's option, the total quantity covered by this Purchase Order may be reduced by the extent of omitted shipments or services, or the specified delivery period may be extended by a time equal to that during which shipments or services shall be so omitted and such shipments shall then be made or services performed during the period of extension.

19. Affirmative Action.

Buyer and Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

20. Federal Acquisition Regulation Clauses Incorporated by Reference.

The following clauses from the Federal Acquisition Regulation ("FAR"), 48 C.F.R. Chapter 1, as applicable and as in effect on the date of this order, are incorporated by reference into this order. The full text of the below clauses is available at <http://www.acquisition.gov/far>. Unless the context requires otherwise, in the text of the below clauses the term "Contractor" means "Seller" and the terms "Contracting Officer" and "Government" mean "Buyer": (a) FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan. 2017); (b) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun. 2016); (c) FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul. 2018); (d) FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug. 2019); (e) FAR 52.222-21, Prohibition of Segregated Facilities (Apr. 2015); (f) FAR 52.222-26, Equal Opportunity (Sept. 2016) (implementing Executive Order 11246, as amended by E.O. 13672); (g) FAR 52.222-35, Equal Opportunity for Veterans (Oct. 2015) (implementing 38 U.S.C. § 4212 and 41 C.F.R. §60-300.5(a)); (h) FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec. 2010) (implementing E.O. 13496); (i) FAR 52.222-50, Combating Trafficking in Persons (Jan. 2019) (implementing 22 U.S.C. 7104(g)); and (j) FAR 52.224-3, Privacy Training (Jan. 2017). Seller further represents that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal Agency, and that all products supplied and to be supplied to Buyer are either of U.S. or designated country origin, as defined by 48 C.F.R. § 25.003. In the event of any change in the country of origin, Seller will notify Buyer in writing at least 60 days before delivering any product of non-designated country origin. Seller further represents that all products supplied or to be supplied to Buyer shall not be acquired from any country, entity, or individual listed on the Office of Foreign Assets Control (OFAC)'s List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>.

21. Waiver.

A waiver of any term, condition or default of this Purchase Order shall not be construed as a waiver of any other term, condition, or default.

22. Entire Agreement.

The Purchase Order represents the entire understanding between Buyer and Seller, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may be amended only by written mutual agreement of the parties. In the event of a conflict between the terms and conditions of this Purchase Order and any amendment thereto or the terms of any purchase order issued by Seller, this Purchase Order shall govern and control. Notwithstanding the foregoing, in the event of a conflict between any term of this Purchase Order and the terms of any written agreement between the parties that governs the provision of the goods or services that are the subject of this Purchase Order, the terms of such written agreement shall prevail.

23. Governing Law.

This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Illinois, excluding Illinois conflict of law rules. All terms used in this Purchase Order, which are defined in the Uniform Commercial Code as adopted in the State of Illinois, shall have the same meaning herein as such code.

24. Dispute Resolution if both Buyer and Seller are based in the U.S.

Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be New York City, New York. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

25. Dispute Resolution if Buyer and Seller are based in different countries.

Any controversy or claim arising out of or related to this Purchase Order, or a breach thereof, shall be resolved by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be New York City, New York. The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.