

Takeda Neuroscience Patient Support Program (VYVANSE) Terms and Conditions

English:

TAKEDA NEUROSCIENCE PATIENT SUPPORT PROGRAM (VYVANSE®) WEBSITE Terms and Conditions

PLEASE READ THE FOLLOWING CAREFULLY. We strongly recommend that, as you read this agreement (the "Agreement"), you also access and read the other pages and websites referred to in this document, as they may contain further terms and conditions that apply to you.

IN EXCHANGE FOR THE PROVISION OF THE SERVICE (DEFINED BELOW) AND FOR PERMISSION TO ACCESS THIS WEBSITE, YOU AGREE TO COMPLY WITH THIS AGREEMENT AND THESE TERMS AND CONDITIONS OF USE. YOU EXPRESSLY CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS DESCRIBED BELOW. YOU SIGNIFY YOUR ACCEPTANCE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE WITH THIS AGREEMENT OR ANY OF THE TERMS AND CONDITIONS OF USE, DO NOT CLICK ON THE "I ACCEPT" BUTTON. NOTE THAT IF YOU DO NOT AGREE WITH THIS AGREEMENT AND THE TERMS AND CONDITIONS OF USE, YOU CANNOT RECEIVE OR USE THE SERVICE (DEFINED BELOW).

1. Description of Services

This Agreement describes the terms and conditions applicable to your use of the services and features of the VYVANSE® Patient Support Program (the "Program") and the Takeda Neuroscience Patient Support Program (VYVANSE®) WEBSITE (the "Website" and, together with the Program, the "Service") which is offered by Takeda Canada Inc. ("Program Sponsor") and administered by an independent third party service provider, as selected by Program Sponsor from time to time ("Service Provider"), the current Service Provider being STI Technologies Limited. You understand that Program Sponsor and/or Service Provider may add, remove or change any part or feature of the Service at any time in its sole discretion. You also understand that the Program Sponsor may appoint a new service provider to administer the Program, and in that case, your Information (defined below) may be transferred to that new service provider and the new service provider may collect, use and disclose your Information as set out herein.

Any reference to the Program Sponsor or the Service Provider includes their respective authorized agents that may perform the Service on behalf of the Program Sponsor or Service Provider, and you consent to the collection, use and disclosure of your Information by such agents.

You understand that the purpose of the Program is to assist patients who have been prescribed VYVANSE®. The Program is limited to Canadian residents. A valid prescription for VYVANSE® is required by you and you are responsible for providing such prescription to your pharmacy. All decisions regarding financial assistance, and the form of assistance that may be offered to you, are in the sole discretion of

the Program Sponsor. Your eligibility in the Program is not guaranteed and any assistance provided under the Program may be modified or cancelled at any time.

2. Personal Information and Privacy

In order for Program Sponsor and Service Provider to evaluate your application for use of the Service and to provide you with the benefit of the Service if your application is accepted, it is necessary that you provide certain personal information to Service Provider and that Service Provider collect certain information from insurance providers that may provide coverage for your medications and health care.

By enrolling on the Website or, alternatively, giving your oral consent over the phone line, you consent to enroll in the Program, sponsored by Program Sponsor and administered by Service Provider. You acknowledge that in order to enroll in the Program as well as to continue your participation in the Program once enrolled, you and/or your physician or other health care provider must provide certain personal information, including medical information and financial information ("Information") to the Service Provider, which will be collected, used and disclosed solely for the purposes of your participation in the Program and for the delivery of care or support to you under the Program, or as otherwise required by law. You acknowledge that the Information provided may be transmitted within your province of residence and elsewhere in Canada by any mode of communication deemed most suitable in compliance with applicable privacy legislation. You also acknowledge that to manage and administer the Program, your Information may be transferred to and/or stored on a server located outside of Canada (for example, in the United States). Once your Information is transferred outside of Canada, it will be subject to the laws of that country where it is stored, and the laws of other countries regarding protection of personal information may be less strict than the laws of Canada and its provinces.

You acknowledge that all phone calls conducted by the Program may be recorded for quality and training purposes.

Information in personally identifiable form may be used by and disclosed to: (1) persons whose employment function at the Service Provider relates to the Program and may only be used by such persons on a confidential basis for the purpose of providing Program services and for development of the Program, (2) persons involved in your treatment (e.g., your physician, nurses, pharmacists, Drug Access Navigators, etc.), (3) your health care insurance providers (government health plans or private insurers) or potential insurance providers, and (4) the Service Provider, in order to make a determination for your eligibility in the Program, to transfer your Information to a new Service Provider, to perform audits of the Program in order to evaluate or improve the Program, or for regulatory reporting purposes. Your contact information (e.g. phone number, mailing addresses) may be used by the Service Provider for the purpose of inquiring about your experience with the Program so that the Services may be assessed and improved. Information may be disclosed by Service Provider or by Program Sponsor in personally identifiable form to third parties where required or permitted by applicable laws, court orders or government regulations. The Service Provider will only provide the Program Sponsor with de-identified or aggregate information collected in the course of the Program, which may be used by Sponsor and/or Service Provider for clinical research, market research or internal evaluation purposes.

You authorize your financial information to be collected by the Service Provider and your physician for the purposes of verifying your insurance coverage or to otherwise arrange for financial coverage for your use of the applicable medication(s). You further agree to participate in any audit as may reasonably be required by the Program to verify the financial information collected as being accurate and your participation in the Program being valid. A third party auditor may be appointed by the Program Sponsor for this purpose, and you consent to the auditor having access to your Information for verification, evaluation and quality monitoring purposes.

You are aware that the Information is required to be collected, used and disclosed as outlined above in order for you to participate in the Program. If you do not consent to the collection, use and disclosure of Information, as outlined above, you cannot enroll in the Program, or continue to be enrolled in the Program if you withdraw your consent.

You understand that the Program may be modified or cancelled at any time by the Program Sponsor and you further understand that you may cancel your enrollment and this authorization at any time by sending a letter to Attn: Takeda Neuroscience Patient Support Program (VYVANSE®) 38-200 Solutions Drive, Halifax, Nova Scotia, B3S 0H1 or e-mail at vyvanse_support@smartsti.com or by calling 1-855-442-9395 or such other address as the Program Sponsor or the Service Provider may advise. If applicable, your cancellation will be effective upon receipt by the Service Provider of your cancellation letter, and any further collection, use and disclosure of your Information will stop.

IF YOU DO NOT AGREE WITH THIS AGREEMENT OR ANY OF THE TERMS AND CONDITIONS OF USE, DO NOT CLICK ON THE "I ACCEPT" BUTTON. NOTE THAT IF YOU DO NOT AGREE WITH THIS AGREEMENT AND THE TERMS AND CONDITIONS OF USE, YOU WILL BE PROHIBITED FROM RECEIVING OR USING THE SERVICE.

If you have any questions about the personal information handling practices related to the Service, please call the STI Patient Support Solutions Program administrator at 1-855-442-9395 (Monday to Friday, 8am-8pm EST).

3. Use/Instructions

Once the Website has been accessed by you to activate the Takeda Neuroscience Patient Support Program (VYVANSE®) CARD (the "Takeda Neuroscience Patient Support Program (VYVANSE®) card") provided to you by your health care provider, you acknowledge and agree that your use or purported use of your Takeda Neuroscience Patient Support Program (VYVANSE®) Card, and all instructions given or purported to be given by you to either Program Sponsor or Service Provider, whether directly or indirectly, in respect of your Takeda Neuroscience Patient Support Program (VYVANSE®) Card, are your sole responsibility. You further acknowledge and agree that Program Sponsor and Service Provider may, and you hereby authorize Program Sponsor and Service Provider to, regard all instructions given in relation to your Takeda Neuroscience Patient Support Program (VYVANSE®) Card as instructions given by you personally. Any such instruction will have the same legal effect as if it was a written instruction and signed by you. You are responsible for keeping your Takeda Neuroscience Patient Support Program (VYVANSE®) Card and related account information confidential. Neither Program Sponsor nor Service Provider is liable to you for any transaction made to or from your accounts by any other party using your

Takeda Neuroscience Patient Support Program (VYVANSE®) Card. After successful registration of your Takeda Neuroscience Patient Support Program (VYVANSE®) Card, your card will be activated to obtain the Service. Simply present your Takeda Neuroscience Patient Support Program (VYVANSE®) Card, along with a valid prescription from your physician for the applicable product(s), at any retail pharmacy in Canada when purchasing any such medications under the Program.

4. Takeda Neuroscience Patient Support Program (VYVANSE®) Card

Your Takeda Neuroscience Patient Support Program (VYVANSE®) Card is for your personal use and cannot be used by others to obtain the Service. If you permit another person to use your Takeda Neuroscience Patient Support Program (VYVANSE®) Card, your enrollment in the Program will be cancelled.

5. Representations and Warranties

By accepting the terms and conditions of this Agreement and by using the Service, you represent and warrant to Program Sponsor and Service Provider that you are at least the age of majority in your province of residence. If you are accepting these terms on behalf of another person, you represent and warrant to Program Sponsor and Service Provider that you have the legal right to give consent on behalf of that person and to provide the Information about that person.

6. Prohibited Use

You will not (i) provide or enter any untrue, inaccurate or incomplete information about yourself in your user profile; (ii) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose; or (iii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person). You agree that your use of the Service shall not violate any applicable local, provincial, national or international law. You agree not to impersonate another person in your use of the Service.

7. Proprietary Rights

(1) Except as otherwise noted, all materials on the Website, including, without limitation, text, data, information, images, illustrations, audio clips, video clips, and surveys are protected by intellectual property rights owned and controlled by Program Sponsor, Service Provider, or either of their respective affiliates and/or subsidiaries, as applicable. No portion of any material from the Website may be copied, downloaded, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written consent of Program Sponsor or Service Provider, as applicable, or except as specifically permitted on this Website. Modification of material or use of material for any purpose other than for participation in the Service is a violation of copyrights and other intellectual property rights.

(2) Except as otherwise noted, the trademarks, logos and service marks that you see on the Website are registered and unregistered marks of Program Sponsor, Service Provider, or either of their respective

affiliates and/or subsidiaries, as applicable. Nothing on the Website grants any license or right to use any marks displayed on this Website without the written permission of the owner of the mark. Your misuse of the marks displayed on this Website or any other content on this Website is strictly prohibited. The trademarks of Program Sponsor and the Program are owned by Program Sponsor and are used by Service Provider under license.

(3) Program Sponsor and Service Provider make no representation that materials on the Website are appropriate or available for use in locations other than Canada. Those who choose to access this Website from locations outside Canada do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws apply.

8. Disclaimer

The Program, services and the materials on the Website are provided "as is" and without warranties of any kind either express or implied, unless otherwise specifically noted herein.

9. Termination

This Agreement is effective until terminated. Program Sponsor may terminate your right to use the Service with immediate effect, without notice to you, if, in the sole discretion of Program Sponsor, you either fail to comply with any of these terms and conditions of use or engage in any fraudulent activity. In the event of termination, you are no longer authorized to access the benefits of the Service and the restrictions imposed on you with respect to material copied or downloaded, the disclaimers and limitations of liabilities set forth in these terms and conditions of use, shall survive the termination of this Agreement.

10. Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any principles of conflicts of law. You agree to bring any claims against Service Provider exclusively in the courts of Ontario. If any provision of these terms of use proves unlawful, void, or for any reason unenforceable, then the applicable portion of such provision shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

11. Our Obligations

Service Provider or Program Sponsor may be required by law to disclose Information you have provided in using the Service. Service Provider may also disclose Information against someone who poses a threat to Service Provider's interests (such as customer fraud) or whose activities could bring harm to others.

12. Liability Limit

IN NO EVENT SHALL PROGRAM SPONSOR OR SERVICE PROVIDER, OR EITHER OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT, HOWEVER ARISING, INCLUDING NEGLIGENCE. You specifically agree that Program Sponsor and Service Provider are not liable for any defamatory, offensive, or illegal conduct of any other user of the Service. If you are dissatisfied with the Service, with any of its terms and conditions of use, or with the terms and conditions of this Agreement, your sole and exclusive remedy is to discontinue using the Service.

13. Indemnity

You agree to indemnify and hold Program Sponsor and Service Provider and (as applicable) their respective subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable legal fees (on a solicitor/client basis), made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

14. Electronic Communications

When you visit the Website or send e-mails to either Program Sponsor or Service Provider, you are communicating with Program Sponsor and Service Provider electronically and you consent to receive communications from Program Sponsor and Service Provider electronically. Program Sponsor and Service Provider may communicate with you by e-mail or by posting notices on the Website. If you wish to unsubscribe from email communications, call STI Customer Support at 1-855-442-9395 (Monday to Friday, 8am-8pm EST) or click on the unsubscribe option, which will be included in all electronic communications. You agree that all agreements, notices, disclosures, and other communications that Program Sponsor and/or Service Provider provide to you electronically satisfy any legal requirement that such communications be in writing.

15. No Agency

You and Program Sponsor and Service Provider are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

16. Changes to the Agreement

Other than as required by law, Program Sponsor can change this Agreement at any time and in its sole discretion by giving you notice of the change. Program Sponsor can give the notice either before or after

the change takes effect. If Program Sponsor gives you notice before the change takes effect, and then if you use the Service after the date of the change, you agree and consent to the change. If Program Sponsor gives you notice after the change takes effect, and then if you use the Service after the date of the notice, you agree and consent to the change.

17. Entire Agreement

This Agreement, as it may be amended or supplemented from time to time, includes the terms and conditions herein as well as those incorporated herein by reference. These terms and conditions, any terms and conditions incorporated by reference constitute the entire agreement between you, Program Sponsor and Service Provider related to the Service.