

DEVELOPMENT PROJECT AGREEMENT

This development project agreement (this “**Agreement**”) is made between:

Takeda Oy, with registered address Takeda Oy, Ilmalantori 1, 00240 Helsinki, Finland, identification number FI17037758 (“**Takeda**”); and **Vantaa and Kerava Wellbeing Services County**, Neilikkatie 17, 01300 Vantaa, Finland, identification number 3221356-1, (“**Institution**”).

Takeda and the Institution are referred to below each as a “**Party**” and jointly as the “**Parties**”.

BACKGROUND

- A. Takeda is a research based Pharmaceutical Company which develops and commercializes medicinal products.
- B. The Institution is a public organisation providing social and healthcare services in Finland.
- C. Takeda and the Institution wish to collaborate on the terms and conditions set out below.

Now therefore, the Parties hereby agree as follows:

1. THE PROJECT

- 1.1 The Parties agree to jointly pursue the project as described in detail in the project plan in Exhibit A of this Agreement (the “**Project**”). The Project aims at improving adult ADHD patient care by developing the diagnostics, treatment initiation, optimisation and follow-up process and tools at Institution. The Parties agree that the Project shall be completed during the term of this Agreement. If changes/additions of the activities need to be made, these should be agreed in writing jointly by the Parties and be attached to Exhibit A.
- 1.2 The contact person of Takeda is Eeva Kronqvist and the contact person of Institution is Maarika Metsätähti.

2. OBLIGATIONS OF THE PARTIES

- 2.1 Takeda undertakes to provide Project-related administrative support, medical expertise and training resources in the Project e.g. by the following activities
 - a. Assists in planning a series of workshops for implementing the project from the diagnostic phase to the initiation and follow-up phases of care, utilizing development models from previous similar projects.
 - b. Supports the execution of the workshops.
 - c. Collects, documents, and visualizes the results of the workshops.
 - d. Supports drafting new guidelines and tools if needed.
 - e. Participates in communication planning regarding process changes, new guidelines, and tools.
- 2.2 The Institution undertakes to:
 - a. Leads a project focused on improving the care pathway of adult ADHD patients. Project leader is the Chief Physician at Korso Health Center.
 - b. Ensures the participation of designated project staff in project meetings and sends the invitations.
 - c. Makes decisions about developmental actions: potential process changes, new guidelines, or tools.
 - d. Prepares new guidelines and tools for staff as needed.

e. Creates a communication plan for the implementation of the new process and tools for the relevant personnel.

3. ETHICAL RULES

- 3.1 The PIF Code applies to Takeda during this Agreement.
- 3.2 The Parties are independent contractors and shall not be regarded as an employee of the other Party.
- 3.3 The Parties mutually acknowledges and confirms that the performance of the Project is in no way connected to any past, present or potential future use, recommendation, sale or prescription of any of Takeda's products or services and does not constitute an inducement for the Institution to recommend, endorse, prescribe, purchase, supply, sell, use or administer a particular pharmaceutical product.
- 3.4 The Parties shall (i) not offer, promise, authorize or accept any payment or giving anything of value, including, but not limited to, bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage or obtain or retain business; and (ii) comply with all applicable anti-corruption and anti-bribery laws.
- 3.5 Nothing herein shall be construed to imply exclusivity for Takeda to enter into collaboration agreements with one or more units within the Institution's organisation.

4. CONFIDENTIALITY

- 4.1 Both Parties undertake to treat as strictly confidential any information received from the other Party, learned through the performance of the Project and/or developed by Institution as part of the Project as well as the terms of this Agreement as confidential and not to use such information for any purpose other than for the performance of the Project. This duty of confidentiality shall not include information that (i) is already in the public domain, which enters the public domain for reasons beyond the Institution's control, (ii) is already known to the other Party or becomes known through a third party where there is no duty of confidentiality, (iii) must be disclosed under this Agreement, a statutory obligation, under the PIF Code, a court order or with Takeda's authorisation. This duty of confidentiality shall remain in force for the duration of this Agreement and survive its expiry by a period of a further five (5) years.

5. INTELLECTUAL PROPERTY

- 5.1 All intellectual property rights and know-how, including but not limited to patents, works protected by copyright and neighbouring rights, design, trademarks, and other similar rights, and documents, inventions (patentable or not), databases, computer programs, software, technologies, processes, business secrets, and other material (the "**Deliverables**"), made or created as part of the Project shall be owned by the Institution. It also includes a right to alter, amend, transfer, license and otherwise dispose of the Deliverables.
- 5.2 Institution hereby grants Takeda an exclusive, perpetual, royalty-free, fully-paid, sublicensable, and worldwide license to use, reproduce, publish, distribute, and modify the

Deliverables for the advancement of healthcare and the promotion of new treatment methodologies.

5.3 This license includes the right for Takeda to share the Deliverables with other healthcare entities, collaborators, and partners, solely for the purpose of furthering healthcare research, development, and implementation of new diagnostic and therapeutic approaches. Institution acknowledges and accepts that Deliverables are of key importance also for Takeda and that Takeda will use its best efforts to utilize and publicize Deliverables across other healthcare entities.

5.4 Takeda shall notify Institution prior to sharing Deliverables and entering into collaboration with other healthcare entity in order to promote treatment methodologies. Each time Takeda shall notify healthcare entity that IP rights for Deliverables are owned by Institution.

6. DATA PRIVACY

6.1 Each Party agrees to comply with the GDPR and any other applicable Finnish data protection laws in relation to the processing of personal data in performing their obligations under this Agreement

6.2 With respect to the collection and processing of any patient personal data by the Institution under or in connection with the Project, the Institution acknowledges that it acts as the data controller for this processing of patient personal data.

6.3 Takeda shall not be involved, either directly or indirectly, in the collection and/or processing of patient personal data and shall not have access to any patient personal data related to the Project for which the Institution acts as the data controller.

6.4 Both Parties undertake to comply with applicable data privacy laws.

6.5 The concerned Parties shall execute a separate agreement before any processing of personal data pursuant to this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall be effective as of the date of its last signature and shall continue until 31st of December 2025.

7.2 This Agreement may be terminated by Takeda and Institution upon thirty (30) days' written notice.

8. MISCELLANEOUS

8.1 All arrangements, commitments and undertakings in connection with this Agreement (whether written or oral) made before the date of this Agreement are superseded by this Agreement and its exhibits.

8.2 No Party may assign this Agreement in whole or in part without prior written consent of the other Parties.

8.3 Any amendment or addition to this Agreement must be made in writing and signed by the Parties to be valid. Takeda may assign this Agreement in whole or in part to any of its affiliate

companies. The Institution may not assign this Agreement without Takeda's prior written approval.

- 8.4 Takeda has the right to use third party contractors to fulfil its obligations as per section 2.1 of this Agreement.
- 8.5 This Agreement, and all non-contractual obligations in connection with this Agreement, shall be governed by the laws of Finland.
- 8.6 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall, to the exclusion of other courts, be finally settled by a court in Finland and the place of jurisdiction shall be Helsinki.

This Agreement has been signed in two (2) originals, of which the Parties have received one each.

TAKEDA OY

Place: _____

Date: _____

Jukka Toivanen, Head of Finance

**Vantaa and Kerava Wellbeing Services
County**

Place: _____

Date: _____

NN

TAKEDA OY

Place: _____

Date: _____

Sanna Venetvaara, CEO

EXHIBIT A

Please refer to the Project Charter dated 14.5.2025, which is included as an attachment to this Agreement.

Project Description:

<u>Item</u>	<u>Comments</u>
Healthcare collaboration partners	Takeda Oy and the Wellbeing Services County of Vantaa and Kerava (hereinafter “VAKE”)
Budget	No monetary payments or compensation between collaborative partners. No third-party services used.
Project description	Project aims at improving the adult ADHD patient care pathway at VAKE
Duration	1st of August 2025 – 31st of December 2025
Objectives of the project	• The primary end-goal of the project is the enhancement of ADHD patient care • The development of current processes and tools at VAKE • enables consistent, systematic and equal patient care • enables optimal patient care to be implemented more quickly

Estimated project timelines:

Task	Completed by (estimated)
Development work in workshops	August - December 2025
Treatment pathway developed and training plan ready	December 2025