

NAVEX, Inc. and its affiliated companies ("NAVEX") Terms and Conditions

THIS SERVICE IS NOT AN EMERGENCY HOTLINE. TO REPORT IMMEDIATE THREATS TO LIFE OR PROPERTY CALL YOUR LOCAL EMERGENCY SERVICES.

REPORTER PRIVACY

NAVEX treats reports received as confidential and shares any report received with Kyowa Kirin (“**Kyowa**”), in accordance with the agreement between Navex and Kyowa, and NAVEX's Privacy Statement.

NAVEX only uses the information submitted by you to provide the required services to Kyowa and in accordance with NAVEX's Privacy Statement.

In addition to the disclosures identified elsewhere in these Terms and Conditions, NAVEX may disclose information about you as required by law, to protect and secure the integrity of our systems and data we host, and may be shared with law enforcement to enforce our rights or as otherwise required by applicable law.

KYOWA

By submitting a report, **you authorize the organization (Kyowa) about which you are filing a report**, and its affiliated and subsidiary companies, to collect, process, store and otherwise use the report and information submitted as Kyowa deems appropriate. Kyowa undertakes the obligation to keep your report confidential and respect your anonymity, in the event you have chosen to provide an anonymous report.

The submitted report is subject to review by the relevant department at Kyowa and the appropriate follow up investigative actions.

Your report falls within the scope of Directive (EU) 2019/1937 of the European Parliament and of the Council of 23 October 2019 on the protection of persons who report breaches of Union law (the ‘Directive’). The Directive sets minimum standards at EU level, aiming to guarantee a high level of balanced and effective protection for persons reporting on breaches of rules (e.g. on public procurement, financial services, anti-money laundering, protection of the environment, or public health).

Please do not hesitate to review the provisions of the Directive or the relevant local law applicable to the country where you reside, or where you have experienced/ witnessed the event subject to your report, for better awareness of your rights granted by law.

DISCLAIMER

NAVEX does not warrant the accuracy or reliability of the information collected, nor does it investigate or resolve issues or concerns submitted. Any follow up actions are conducted by Kyowa personnel or third parties retained by Kyowa, including evaluating the information submitted and ensuring compliance with all applicable local, state or federal laws, rules or regulations relating to the investigation and protection of the information submitted.

NAVEX's system is not a government classified system. You are specifically prohibited from uploading any information which may be considered Top Secret, Secret and/or confidential information that requires safeguarding in the interest of national security.

RELEASE

By submitting a report to NAVEX, you understand and acknowledge that NAVEX's sole obligation is to receive your report and make it available to the NAVEX Customer whose intake portal you have used. NAVEX will incur no liability as a result of the action or inaction of its Customer (Kyowa). You, on behalf of yourself and your heirs, successors, family members, agents and assigns, agree to and do hereby release NAVEX and its respective officers, directors, shareholders, employees, successors, predecessors, agents and assigns, of and from any and all liability, claims, actions, causes of action and damages which relate in any way to NAVEX's Customer's actions or failure to act as the result of having received, or having access to, information related to a report.

SEVERABILITY

If any provision of these Terms and Conditions conflicts with governing law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction the remaining terms, provisions, covenants, and restrictions of these Terms and Conditions shall remain in full force and effect.

ACKNOWLEDGEMENT

NAVEX and Kyowa take the reports made through this site seriously. Do not intentionally include false or misleading information in your report. The intentional reporting of false or misleading information can result in civil or criminal liability.

The Parties agree that the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms and Conditions.