



# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

*\*\*Updated February 2024\*\**

## 1. Applicability.

(a) MorphoSys US Inc. and Constellation Pharmaceuticals, Inc. (collectively, “**MorphoSys**”) hereby retain the seller (the “**Seller**”) named on the purchase order (“**Purchase Order**”) to supply the materials, supplies, items or equipment (the “**Goods**”) and/or perform the services (the “**Services**”), as the case may be, described in the Purchase Order. Nothing in the Purchase Order shall be interpreted to prevent MorphoSys from obtaining from any other third party, or providing to itself, any or all such Goods or Services or from ceasing to use Seller to provide such Goods or Services.

(b) In the event of a conflict or inconsistency between any of the provisions of these “General Terms and Conditions for the Purchase of Goods and Services” (the “**Terms**”) and any of the provisions of a written agreement between MorphoSys and Seller, including but not limited to, a master services agreement or work order (“**Agreement**”), covering the subject matter of the Purchase Order, the provisions of the Agreement shall govern and supersede any such conflicting or inconsistent provisions of these Terms.

(c) The accompanying Purchase Order and these Terms or the applicable governing Agreement (collectively the “**Purchase Order Contract**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

(d) These Terms or the Agreement, whichever the case may be, prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms. Fulfillment of or other performance under the Purchase Order constitutes acceptance of these Terms.

## 2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). If no delivery date is specified, Seller shall deliver the Goods within five (5) business days of Seller’s receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, MorphoSys may terminate this Purchase Order Contract immediately by providing written notice to Seller and Seller shall indemnify MorphoSys against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date. MorphoSys has the right to return any Goods delivered prior to the Delivery Date at Seller’s expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during MorphoSys’ normal business hours or as otherwise instructed by MorphoSys. Seller shall pack all goods for shipment according to MorphoSys’ instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide MorphoSys prior written notice if it requires MorphoSys to return any packaging material. Any return of such packaging material shall be made at Seller’s risk of loss and expense.

(c) Seller shall provide the Services to MorphoSys as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller’s obligations hereunder and the timely delivery of the Goods and Services.

3. Quantity. If Seller delivers more or less than the quantity of Goods ordered, MorphoSys may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller’s sole risk and expense. If MorphoSys does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to MorphoSys upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. MorphoSys has the right to inspect the Goods on or after the Delivery Date. MorphoSys, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If MorphoSys rejects any portion of the Goods, MorphoSys has the right, effective upon written notice to Seller, to: (a) rescind this Purchase Order Contract in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If MorphoSys requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, MorphoSys may replace them with goods from a third party and charge Seller the cost thereof and terminate this Purchase Order Contract for cause pursuant to Section 16. Any inspection or other action by MorphoSys under this Section shall not reduce or otherwise affect Seller’s obligations under the Purchase Order Contract, and MorphoSys shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the “**Price**”). If no price is included in the Purchase Order, the Price shall be the price set out in Seller’s published price list in force as of the date of the Purchase Order. Unless otherwise

specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of MorphoSys.

8. [Payment Terms](#). Seller shall issue an invoice to MorphoSys on or any time after the completion of delivery and only in accordance with these Terms. MorphoSys shall pay all properly invoiced amounts due to Seller within thirty (30) days after MorphoSys' receipt of such invoice, except for any amounts disputed by MorphoSys in good faith. All payments hereunder must be in US dollars. Without prejudice to any other right or remedy it may have, MorphoSys reserves the right to set off at any time any amount owing to it by Seller against any amount payable by MorphoSys to Seller under this Purchase Order Contract. In the event of a payment dispute, MorphoSys shall deliver a written statement to Seller no later than five (5) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Purchase Order Contract notwithstanding any such dispute.

9. [Seller's Obligations Regarding Services](#). Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Purchase Order Contract, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of MorphoSys, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by MorphoSys to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Purchase Order Contract, including records of the time spent and materials used by Seller in providing the Services in such form as MorphoSys shall approve. During the term of this Purchase Order Contract and for a period of five (5) years thereafter, upon MorphoSys' written request, Seller shall allow MorphoSys to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain MorphoSys' written consent, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to MorphoSys (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). MorphoSys' approval shall not relieve Seller of its obligations under the Purchase Order Contract, and Seller shall remain fully responsible for the performance of each such

Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Purchase Order Contract as if they were Seller's own employees. Nothing contained in this Purchase Order Contract shall create any contractual relationship between MorphoSys and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Purchase Order Contract;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the MorphoSys; and

(h) keep and maintain any MorphoSys equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the MorphoSys' written instructions or authorization.

10. Warranties.

(a) Seller warrants to MorphoSys that for a period of twenty-four (24) months from the Delivery Date, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by MorphoSys.

(b) Seller warrants to MorphoSys that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and

shall devote adequate resources to meet its obligations under this Purchase Order Contract; and

(c) the warranties set forth in this Section 10 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of MorphoSys' discovery of the noncompliance of the Goods or Services with the foregoing warranties. If MorphoSys gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within five (5) days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to MorphoSys, and, if applicable, (ii) correct or re-perform the applicable Services.

11. General Indemnification. Seller shall defend, indemnify and hold harmless MorphoSys and MorphoSys' parent company, subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without MorphoSys' prior written consent.

12. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless MorphoSys and any Indemnitee against any and all Losses arising out of or in connection with any claim that MorphoSys' or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without MorphoSys' or Indemnitee's prior written consent.

13. Limitation of Liability. Nothing in this Purchase Order Contract shall exclude or limit (a) Seller's liability under this Purchase Order Contract, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

14. Insurance. During the term of this Purchase Order Contract and for a period of ten (10) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon MorphoSys' request, Seller shall provide MorphoSys with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against MorphoSys' insurers and MorphoSys.

15. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Purchase Order Contract.

Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Purchase Order Contract or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. MorphoSys may terminate this Purchase Order Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. [Termination](#). In addition to any remedies that may be provided under these Terms, MorphoSys may terminate this Purchase Order Contract with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If MorphoSys terminates the Purchase Order Contract for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by MorphoSys prior to the termination.

17. [Waiver](#). No waiver by MorphoSys of any of the provisions of this Purchase Order Contract is effective unless explicitly set forth in writing and signed by MorphoSys. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Purchase Order Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. [Confidential Information](#). All non-public, confidential or proprietary information of MorphoSys, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by MorphoSys to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Purchase Order Contract is confidential, solely for the purpose of performing this Purchase Order Contract and may not be disclosed or copied unless authorized in advance by MorphoSys in writing. Upon MorphoSys' request, Seller shall promptly return all documents and other materials received from MorphoSys. MorphoSys shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by MorphoSys on a non-confidential basis from a third party.

19. [Force Majeure](#). No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Purchase Order Contract, for any failure or delay in fulfilling or performing any term of this Purchase Order Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic/pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Purchase Order Contract; (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is

expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) days following written notice given by it under this Section 19, the other party may thereafter terminate this Purchase Order Contract upon thirty (30) days' written notice.

20. [Assignment](#). Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Purchase Order Contract without the prior written consent of MorphoSys. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. MorphoSys may at any time assign or transfer any or all of its rights or obligations under this Purchase Order Contract without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of MorphoSys' assets.

21. [Relationship of the Parties](#). The relationship between the parties is that of independent contractors. Nothing contained in this Purchase Order Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. [No Third-Party Beneficiaries](#). This Purchase Order Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Order Contract.

23. [Governing Law](#). All matters arising out of or relating to this Purchase Order Contract are governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Massachusetts.

24. [Submission to Jurisdiction](#). Any legal suit, action or proceeding arising out of or relating to this Purchase Order Contract shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in the City of Boston, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. [Notices](#). All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the purchase order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this

Purchase Order Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. [Severability](#). If any term or provision of this Purchase Order Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Order Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. [Survival](#). Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Purchase Order Contract including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, and Survival.

28. [Amendment and Modification](#). These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.