



**MYOVANT SCIENCES, INC.
RETURNED GOODS POLICY**

Myovant Sciences, Inc. (“Myovant”) accepts returns of its pharmaceutical products (“Products”) exclusively in accordance with the terms and conditions as set forth in this Return Goods Policy (“Policy”). This Policy applies to Products purchased by customers (1) directly from Myovant (“Direct Customers”) or (2) through a Myovant authorized distributor of record (“Indirect Customers”) (together, “Customers”).

Product Eligible for Return. The following products are eligible to be returned by Customers for Product credit with Myovant’s prior written approval (“Eligible Products”).

- *Direct Customers:*
 - Recalled or discontinued product.
 - Expired product returned within twelve (12) months of the product expiration date.
 - Short dated Product with equal to or less than 180 days expiration dating remaining.
 - Product that is shipped by Myovant to Customer in error.
 - Product shipped by Myovant that is damaged while in transit to Customer and reported to Myovant in accordance with Customer’s agreement with Myovant (“Damaged Product”).
- *Indirect Customers*
 - Recalled or discontinued product.
 - Expired product returned within twelve (12) months of the product expiration date.
 - Short dated Product with equal to or less than 180 days expiration dating remaining.

Product NOT Eligible for Credit (Direct and Indirect Customers). The following Products are considered ineligible for return (“Ineligible Products”), and credit will not be issued for such Ineligible Products.

- Product that does not meet the above eligibility criteria;
- Product that was destroyed by Customer without authorization by Myovant;
- Product returned in damaged condition;
- Product not returned in its original packaging and bearing the original product label, or for which the NDC, Lot number and/or expiration date is not fully legible.
- Product that was obtained illegally or that has been diverted without prior written approval from Myovant;
- Product that is no longer in its original form unless otherwise noted as eligible for return;
- Product that was lost, damaged in transit or misdelivered by a carrier used by Customer when returning back to Myovant;
- Product that was shipped as free goods, including, without limitation, Patient Assistance Program, non-commercial inventory, and samples;
- Product that was not purchased directly from Myovant or its authorized distributors;
- Product that has been dispensed to a patient;
- Product illegally imported into the United States;



- Product purchased or distributed contrary to federal, state or local laws, or that is otherwise adulterated, misbranded, or counterfeit, as determined by Myovant in its sole and absolute discretion;
- Product where the reason(s) for return arises from: (i) the negligent or intentional misconduct of a Customer; (ii) the negligence or willful failure of a Customer to comply with any material term of any purchase/distribution agreement with Myovant (if and as applicable); or (iii) the misdelivery or loss of Product by a carrier used by a Customer in returning the Product;
- Product purchased by Indirect Customers through Myovant authorized distributors of record that (1) has been damaged in transit prior to receipt by the Indirect Customer from the authorized distributor of record, or (2) which has been subject to a shipment error on the part of the authorized distributor of record, must be returned by the Indirect Customer directly to the applicable authorized distributor of record from which the Product was purchased;
- Distressed merchandise obtained through bankruptcy or sacrifice sale, going out-of-business sales or other merchandise classified as “distressed merchandise”;
- Product that has not been properly stored according to the Product label; or
- Product involved in a customer inventory reduction.

Return Process.

- Myovant may accept returned product at its sole discretion with prior written approval.
- To return Eligible Products to Myovant, all Customers must obtain the necessary return authorization from Myovant by contacting Myovant via email at oe@sdpa.com or via fax at 508-787-4191. Requests for return authorization must include the following information:
 - Name and address of Customer returning product
 - Name, phone number, and email address of customer contact
 - Debit Memo #
 - Product NDC #
 - Lot #
 - Expiration date
 - Exact quantity
 - Price
 - Reason(s) for Return
- Product must be shipped to:
 - Myovant Sciences, Inc.**
 - C/o Qualanex LLC
 - 1410 Harris Road
 - Libertyville, IL 60048
- All returns must be approved in writing by Myovant to be eligible for Product credit.
- Product must be returned within ninety (90) days following the issue date of the Myovant return authorization and within twelve (12) months following the expiration date on the package.
- Product returns must be accompanied by a packing list including the following information:
 - Name and address of Customer returning product
 - Name, phone number, and email address of customer contact
 - Returns Authorization Number



Phone number

DEA number

Authorized Distributor Name and Address (for Indirect Customers only)

List of Products including NDC, package and unit, quantity being returned, original acquisition cost, any applicable price concessions, reason for return, lot number and expiration date of each unit returned

- Product must be returned in original packaging and bearing the original product label, with the NDC, Lot number, and expiration date fully legible.
- Product credit shall be issued for an Eligible Product only.
- Returned quantities will be audited by Returned Goods Processor, and final credit will be based on Return Goods Processor's count.

Credit for Eligible Product Returns. Eligible Products, returned in accordance with and subject to the terms and conditions set forth herein, are subject to valuation by Myovant in its sole discretion as follows:

- *Direct Customers:*
 - Credit for Eligible Product Returns: Excluding Product returned as a result of a shipment error or damaged product, credit for Eligible Product returns by Direct Customers will be issued in an amount equal to the wholesale acquisition cost (WAC) on the date Myovant issues the Return Authorization minus ten percent (10%). In the case of partial package returns, the amount of credit issued by Myovant will be pro-rated based on the percentage of product returned, as determined by Myovant in its sole discretion.
 - Credit for Shipment Errors or Damaged Product. For Direct Customer returns resulting from a Myovant shipping error or Damaged Product, as confirmed by Myovant, a credit will be issued at original acquisition cost (net of any applicable price concessions, excluding any prompt payment discounts as may be applicable)
- *Indirect Customers:*
 - Credit for Eligible Product returns by Indirect Customers will be issued in an amount equal to the wholesale acquisition cost (WAC) on the date Myovant issues the Return Authorization minus ten percent (10%). In the case of partial package returns, the amount of credit issued by Myovant will be pro-rated based on the percentage of product returned, as determined by Myovant in its sole discretion. Credit for Eligible Product returned to Myovant will be issued to the applicable Indirect Customer by the Myovant authorized distributor of record from which such Indirect Customer purchased the Product. **For purpose of clarity, Myovant will NOT issue credit to Indirect Customers for returns of Eligible Product.**

Additional Comments

- Myovant reserves the right to promptly destroy any returned merchandise whether or not eligible for credit.
- If product is returned without prior approval from Myovant, it will be destroyed without recourse, and no product credit will be issued.



- Myovant does not accept, and will not pay, any return goods handling fees, administrative fees, processing fees, and/or freight charges associated with the return of Product, unless otherwise specifically set forth in this Policy.
- Return transportation charges must be prepaid by customer, unless otherwise specifically set forth in this Policy.
- Myovant may, at its own discretion, accept returns on an exception basis in the event of certain extraordinary, non-recurring circumstances.
- It is the returning party's responsibility to ship returned Product in a safe, secure, and reliable manner, and in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the returning party's responsibility to securely package all return goods to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping, and transport of return goods shipments. Myovant's acceptance of damaged, broken, wet, and/or leaking shipping containers damaged before or during shipment shall in no way obligate Myovant to reimburse the Customer for the returned goods. Myovant recommends that all Customers insure return goods shipments.
- In no event is any Customer permitted to take a deduction for returned Product without a properly issued credit memo.
- Myovant retains the right to discontinue this Policy with respect to any Customer whom Myovant determines, in its sole discretion, has misused this Policy and/or misrepresented the reason for returning Product.
- The terms of this Policy are intended to comply with all applicable laws and regulations and will be construed accordingly. Customer will comply with all law and regulations regarding return of Products.

MYOVANT RESERVES THE RIGHT TO MODIFY THIS POLICY AT ANY TIME, WITHOUT ADVANCE NOTICE AND IN ITS SOLE AND ABSOLUTE DISCRETION.