

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“*Agreement*”) is being entered into as of November 18, 2022, between **Horizon Therapeutics plc**, a public limited company formed under the laws of Ireland (the “*Company*”), and **Amgen Inc.**, a Delaware corporation (“*Counterparty*”).

In order to facilitate discussions between the Company and Counterparty in connection with a possible transaction involving the Company and the Counterparty (the “*Transaction*”), each of the Company and Counterparty (referred to collectively as the “*Parties*” and individually as a “*Party*”) has either requested or may request access to certain non-public information regarding the other Party and the other Party’s subsidiaries. (Each Party, in its capacity as a provider of information, is referred to in this Agreement as the “*Provider*”; and each Party, in its capacity as a recipient of information, is referred to in this Agreement as the “*Recipient*”.) This Agreement sets forth the Parties’ obligations regarding the use and disclosure of such information and regarding various related matters.

The Parties, intending to be legally bound, acknowledge and agree as follows:

1. **Limitations on Use and Disclosure of Confidential Information.** Subject to Section 4 below, neither the Recipient nor any of the Recipient’s Representatives (as defined in Section 15 below) will, at any time, directly or indirectly:
 - (a) make use, or allow the use, of any of the Provider’s Confidential Information (as defined in Section 15 below), except for the specific purpose of considering, evaluating, negotiating and consummating the Transaction; or
 - (b) disclose any of the Provider’s Confidential Information to any other Person (as defined in Section 15 below).

The Recipient will be liable and responsible for any breach of the confidentiality and use terms of this Agreement by any of its Representatives. The Recipient will (at its own expense) take all actions reasonably necessary to restrain its Representatives from making any unauthorized use or disclosure of any of the Provider’s Confidential Information.

The parties contemplate that in addition to this Agreement they may enter into one or more “clean team” agreements addressing the disclosure and handling of certain competitively sensitive data, including, but not limited to, any nucleic acid or amino acid sequence information; chemical structural information; reaction conditions and schemes; manufacturing protocols, formulations and other production information.

2. **Provider Contact Person.** Any request by the Recipient or any of its Representatives to receive any of the Provider’s Confidential Information must be directed to the individual(s) identified opposite the name of the Provider on **EXHIBIT A** or representative of its financial advisors. Neither the Recipient nor any of the Recipient’s Representatives will contact or otherwise communicate with any other Representative or employee of the Provider in

connection with the Transaction without the prior written authorization of the Provider Contact Person.

- 3. No Representations by Provider.** The Provider will have the exclusive authority to decide what Confidential Information (if any) of the Provider is to be made available to the Recipient and its Representatives. Neither the Provider nor any of the Provider's Representatives will be under any obligation to make any particular Confidential Information of the Provider available to the Recipient or any of the Recipient's Representatives or to supplement or update any Confidential Information of the Provider previously furnished, except as required under applicable Law (as defined in Section 4(a)(iii) below). Neither the Provider nor any of its Representatives has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any of the Provider's Confidential Information, and neither the Provider nor any of its Representatives will have any liability to the Recipient or to any of the Recipient's Representatives on any basis (including, without limitation, in contract, tort or under United States federal or state securities laws or European Union or Republic of Ireland securities laws or otherwise) relating to or resulting from the use of any of the Provider's Confidential Information or any inaccuracies or errors therein or omissions therefrom. Only those representations and warranties (if any) that are included in any final definitive written agreement that provides for the consummation of a negotiated Transaction and is validly executed on behalf of the Parties (a "***Definitive Agreement***") will have legal effect.

4. Permitted Disclosures.

(a) Notwithstanding the limitations set forth in Section 1 above:

(i) the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider if and to the extent that the Provider consents in writing to the Recipient's (or, if applicable, any of its Representatives') disclosure thereof;

(ii) subject to Section 4(b) below and compliance with the applicable provisions of Rules 2.1 and 2.2 of Part B of the Irish Takeover Panel Act, 1997, Takeover Rules, 2022 (the "***Irish Takeover Rules***"), the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider to any Representative of the Recipient, but only to the extent such Representative (A) needs to know such Confidential Information for the purpose of helping the Recipient consider, evaluate, negotiate or consummate the Transaction, and (B) has been advised of the confidential nature of the Confidential Information and (x) has agreed to abide and be bound by the provisions hereof or (y) is otherwise bound by confidentiality obligations at least as restrictive as those contained in this Agreement; and

(iii) subject to Section 4(c) below, the Recipient (and, if applicable, any of its Representatives) may disclose Confidential Information of the Provider to the extent required by or in response to a request under applicable law, rule, governmental regulation, including the Irish Takeover Rules, self-regulating organization or pursuant to mandatory professional ethics rules and in connection with any legal, regulatory, judicial

or administrative process or any audit or inquiry by a regulator, bank examiner or auditor (collectively, “**Law**”).

(b) If prior to providing certain Confidential Information to the Recipient (and, if applicable, its Representatives), the Provider delivers to the Recipient a written notice stating that such Confidential Information of the Provider may be disclosed only to specified Representatives of the Recipient, then, notwithstanding anything to the contrary contained in Section 4(a)(ii) above, the Recipient (and, if applicable, such specified Representatives) shall not thereafter disclose or permit the disclosure of any of such Confidential Information to any other Representative of the Recipient.

(c) If the Recipient or any of the Recipient’s Representatives is required by Law to disclose any of the Provider’s Confidential Information to any Person, then the Recipient will (to the extent reasonably practicable and permitted under Law) promptly provide the Provider with written notice of the applicable Law so that the Provider may seek a protective order or other appropriate remedy. The Recipient and its Representatives (to the extent reasonably practicable and permitted under Law) will cooperate fully (at the Provider’s expense) with the Provider and the Provider’s Representatives in any attempt by the Provider to obtain any such protective order or other remedy. If the Provider elects not to seek, or is unsuccessful in obtaining any such protective order or other remedy in connection with any requirement that the Recipient or any of its Representatives, as applicable and as legally required, disclose Confidential Information of the Provider, and if the Recipient obtains advice of reputable legal counsel (including in-house counsel) confirming that the disclosure of such Confidential Information is legally required, then the Recipient or any of such Representatives, as applicable, may disclose such Confidential Information to the extent legally required; *provided, however*, that the Recipient and its Representatives will use their respective commercially reasonable efforts (at the Provider’s expense) to ensure that such Confidential Information is treated confidentially by each Person to whom it is disclosed. This Section 4(c) shall not apply to any disclosure of Confidential Information with respect to (i) the existence of this Agreement, (ii) the fact that discussions or negotiations are or may have taken place, (iii) the price offered in any potential Transaction or (iv) the identities of the Parties, to the extent such disclosure is required by Law (*provided*, that Counterparty may not take any action prohibited by Section 6 that results in disclosure by Counterparty of such Confidential Information). The Counterparty acknowledges that, under the Irish Takeover Rules, the Company may be required to publicly disclose Confidential Information that identifies the Counterparty, including in the event of press/media rumour or speculation or anomalous Company share price movement while the parties are in talks regarding the Transaction. The Counterparty further acknowledges and agrees that nothing in this Agreement will impose any restriction of a type prohibited by Rule 2.3(c) of Part B of the Irish Takeover Rules or any other provision of the Irish Takeover Rules.

5. **Return of Confidential Information.** Upon the Provider’s written request Recipient and Recipient’s Representatives will promptly destroy all of the Provider’s Confidential Information (and all copies thereof) obtained or possessed by the Recipient or any of the Recipient’s Representatives and deliver to the Provider a notice confirming their

destruction; *provided further*, that (i) Recipient and its Representatives shall not be required to destroy (a) any computer files stored securely by them that are created pursuant to Recipient's standard and automatic backup or archival procedures or (b) any documents to the extent required by Law or *bona fide* internal compliance or document retention policies; and (ii) Recipient's external professional advisors (including its external auditors) shall be entitled to retain such Confidential Information as they are required to retain by Law or any professional standard applicable to them. Notwithstanding the delivery to the Provider (or the destruction by the Recipient) of Confidential Information of the Provider pursuant to this Section 5, the Recipient and its Representatives will continue to be bound by their confidentiality and non-use obligations and other obligations under and for the term of this Agreement.

6. **Standstill Provision.** During the 12-month period commencing on the date of this Agreement (the "***Standstill Period***"), neither Counterparty nor any of Counterparty's Representatives on behalf of Counterparty will, in any manner, directly or indirectly:

(a) make, effect, initiate, cause or participate in (i) any acquisition of beneficial ownership of any securities (including derivatives) of the Company or any relevant interest (which term shall be interpreted in accordance with the meaning of "interest in a relevant security" in Rule 2.5 of Part A of the Irish Takeover Rules) in the share capital of the Company, (ii) any tender or takeover offer, exchange offer, merger, business combination, scheme of arrangement, recapitalization, restructuring, liquidation, dissolution or extraordinary transaction involving the Company or any subsidiary or other controlled affiliate of the Company or involving any securities or material assets of the Company or any securities or material assets of any subsidiary, division or other affiliate of the Company, (iii) nominate any person as a director of the Company or propose any matter to be voted upon by the stockholders of the Company, or (iv) any "solicitation" of "proxies" (as those terms are used in the proxy rules of the Securities and Exchange Commission) or consents with respect to any securities of the Company;

(b) form, join or participate in a "group" (as defined in the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder (the "***Exchange Act***")) with respect to the beneficial ownership of any securities of the Company;

(c) act, alone or in concert with others, to seek to control or influence the management, board of directors or policies of the Company;

(d) take any action that would reasonably be expected to require the Company to make a public announcement regarding any of the types of matters set forth in clause "(a)" of this sentence;

(e) agree or offer to take, or encourage or propose (publicly or otherwise) the taking of, any action referred to in clause "(a)", "(b)", "(c)" or "(d)" of this sentence;

(f) assist, induce or encourage any other Person to take any action of the type referred to in clause "(a)", "(b)", "(c)", "(d)" or "(e)" of this sentence including, without limitation, doing anything which would constitute "acting in concert" with such other

Person in relation to the Company (as such term is defined in Rule 2.1(a) of Part A of the Irish Takeover Rules) (“*Acting in Concert*”) in connection with any of the foregoing, including, directly or indirectly, advising, encouraging, assisting, acting as a financing source for or otherwise investing in any significant manner in any other person in connection with any of the foregoing;

(g) enter into any discussions, negotiations, arrangement or agreement with any other Person relating to any of the foregoing (other than its Representatives); or

(h) request or propose (either directly or indirectly) that the Company or any of the Company’s Representatives amend, waive or consider the amendment or waiver of any provision set forth in this Section 6 (including this sub-paragraph).

Notwithstanding any other provision of this Agreement to the contrary, (x) nothing in this Agreement will be deemed to prohibit the Counterparty from (i) confidentially communicating to the Company’s board of directors or chief executive officer or external financial advisors any non-public proposals regarding a possible Transaction of any kind or (ii) making a firm offer announcement under Rule 2.7 of the Irish Takeover Rules in relation to a recommended Transaction with the Company, and (y) nothing contained herein shall prohibit: (i) the Counterparty or any of its affiliates from acquiring the securities of another biotechnology or pharmaceutical company that beneficially owns less than 5% of the securities of the Company; (ii) employees of the Counterparty or any of its affiliates from purchasing less than 5% of the Company’s securities pursuant to employee benefit or pension plans of the Counterparty or any of its affiliates or any stock portfolios not controlled by the Counterparty or its affiliates that invest in the Company among other companies; (iii) the Counterparty or any of its affiliates from initiating confidential discussions with, or submitting confidential proposals to, the Counterparty related solely to licensing, collaboration, research, development, marketing or comparable transactions not otherwise covered by this paragraph 6 or the Counterparty or any of its affiliates from entering into any mutually agreed relationship or transaction with the Company or any of its affiliates in the ordinary course of business; or (iv) the Counterparty or any of its affiliates from taking any action that is specifically approved in advance by the Company’s board of directors; *provided*, that no actions of the Counterparty or its affiliates pursuant to this clause (y) shall be taken for the purpose of circumventing the restrictions contained in this paragraph 6.

Notwithstanding any provision of this Agreement to the contrary, the Standstill Period will expire and the provisions of this Section 6 shall be inoperative and of no force and effect from the earlier to occur of: (a) the execution by the Company of a definitive agreement with any other Person or “group” (as defined under the Exchange Act) that if consummated would result in such Person acquiring ownership of more than 50% of the Company’s outstanding voting securities or 50% or more of the consolidated assets of the Company and its subsidiaries, or (b) the announcement by a Person or “group” (as defined under the Exchange Act) other than the Counterparty, any of its affiliates or a person Acting in Concert with the Counterparty or any of its affiliates of a firm intention to make an offer for the Company under Rule 2.7 of Part B of the Irish Takeover Rules (whether such offer is recommended or not).

7. **No Obligation to Pursue Transaction.** Unless the Parties enter into a Definitive Agreement, no agreement providing for the Transaction will be deemed to exist between the

Parties, and neither Party will be under any obligation to negotiate or enter into any such agreement or transaction with the other Party or to recommend any offer or proposal which may be made by a Party or on its behalf in the course of negotiations in respect of the Transaction. Except as otherwise set forth in this Agreement, each Party reserves the right, in its sole discretion: (a) to conduct any process it deems appropriate with respect to the Transaction and to modify any procedures relating to any such process without giving notice to the other Party or any other Person; (b) to reject any proposal made by the other Party or any of the other Party's Representatives with respect to the Transaction; and (c) to terminate discussions and negotiations with the other Party at any time. Each Party recognizes that, except as expressly provided herein or in any binding written agreement between the Parties that is executed on or after the date of this Agreement: (i) the other Party and its Representatives will be free to negotiate with, and to enter into any agreement or transaction with, any other interested party; and (ii) such Party will not have any rights or claims against the other Party or any of the other Party's Representatives arising out of or relating to any transaction or proposed transaction involving the other Party. For the avoidance of doubt, nothing in this Agreement shall operate to alter the Company's obligations under, or restrict its compliance with, Rule 20.2 of Part B of the Irish Takeover Rules.

8. **No Waiver.** No failure or delay by either Party or any of its Representatives in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power or privilege will preclude any other or future exercise thereof or the exercise of any other right, power or privilege under this Agreement. No provision of this Agreement can be waived or amended except by means of a written instrument that is validly executed on behalf of both of the Parties and that refers specifically to the particular provision or provisions being waived or amended.
9. **Remedies.** Each Party acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by such Party or by any of such Party's Representatives and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will also be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this Agreement by the other Party or any of the other Party's Representatives, and each Party further agrees to waive any requirement for the showing of actual damages or securing or posting of any bond in connection with such remedy. The equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this Agreement, but rather will be in addition to all other remedies available at law or in equity to the Parties.
10. **Trading in Securities.** The Recipient acknowledges and agrees that it is aware (and that the Recipient's Representatives are aware or will be advised by the Recipient) that Confidential Information being furnished by the Provider may contain material, non-public information regarding the Provider and that the Irish Takeover Rules and the European Union/Republic of Ireland and/or United States securities laws prohibit any Person who has such material, non-public information from purchasing or selling securities of the Provider (or, recommend, induce or encourage any other person to deal in securities of the Provider in breach of the provisions of applicable securities laws or the Irish Takeover Rules) on the basis of such information or from communicating such information to any Person outside the normal exercise of an employment, a profession or duties or under circumstances in which it is reasonably

foreseeable that such Person is likely to purchase or sell such securities on the basis of such information. Except as disclosed to the Company in writing, the Counterparty represents and warrants to the Company that, as of the date hereof, neither it nor any of its controlled affiliates own or control any security of the Company (including in derivative form) or any relevant interest (which term shall be interpreted in accordance with the meaning of “interest in a relevant security” in Rule 2.5 of Part A of the Irish Takeover Rules) in any security of the Company (including in derivative form).

- 11. Successors and Assigns; No Assignment.** This Agreement will be binding upon and inure to the benefit of each Party and its Representatives and their respective heirs, successors and assigns. This Agreement may not be assigned by any Party without the express prior written consent of the other Party; *provided, however*, that either party may, without such consent, assign its rights and obligations under this Agreement to the successor-in-interest in connection with a merger, consolidation or sale of all or substantially all of the business to which this letter agreement relates.
- 12. Applicable Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York (without giving effect to principles of conflicts of laws). Each Party and its Representatives: (a) irrevocably and unconditionally consents and submits to the jurisdiction of the state and federal courts located in New York County (Manhattan) of the State of New York for purposes of any action, suit or proceeding arising out of or relating to this Agreement; (b) agrees that service of any process, summons, notice or document by U.S. registered mail to the address set forth opposite the name of such Party on Exhibit A shall be effective service of process for any such action, suit or proceeding brought against such Party or any of such Party’s Representatives; (c) irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement in any state or federal court located in New York County (Manhattan) of the State of New York; and (d) irrevocably and unconditionally waives the right to plead or claim, and irrevocably and unconditionally agrees not to plead or claim, that any action, suit or proceeding arising out of or relating to this Agreement that is brought in any state or federal court located in New York County (Manhattan) of the State of New York has been brought in an inconvenient forum.
- 13. Co-Bidders and Financing Sources.** Without limiting anything in this Agreement, Counterparty represents that neither it nor, to the best of its knowledge, any of its Representatives acting on its behalf has (i) entered into (and, except with the prior written consent of the Company, agrees that it will not and will use commercially reasonable efforts to ensure that its Representatives will not on its behalf enter into) directly or indirectly, any agreement, arrangement or understanding with any person or firm as a principal, co-investor or co-bidder with respect to a possible transaction involving the Company or that would restrict the ability of any other person to provide debt, equity or other financing for a possible transaction involving the Company or (ii) engaged in any discussions which might lead to any such agreement, arrangement or understanding with any such person or firm.
- 14. Confidential Information.** For purposes of this Agreement, the Provider’s “Confidential Information” means:

(a) any non-confidential, non-public or proprietary information (including any technology, know-how, patent application, test result, research study, business plan, budget, forecast or projection) relating directly or indirectly to the business of the Provider, any predecessor entity or any subsidiary or other affiliate of the Provider (whether prepared by the Provider or by any other Person and whether or not in written form) that is made available to the Recipient or any Representative of the Recipient by or on behalf of the Provider or any Representative of the Provider in connection with the Transaction on or after the date hereof;

(b) any memorandum, analysis, compilation, summary, interpretation, study, report or other document, record or material that is or has been prepared by or for the Recipient or any Representative of the Recipient to the extent such document contains, reflects, interprets or is based directly or indirectly upon any information of the type referred to in clause “(a)” of this Section 14;

(c) the existence and terms of this Agreement, and the fact that information of the type referred to in clause “(a)” of this Section 14 has been made available to the Recipient or any of its Representatives; and

(d) the fact that discussions or negotiations are or may be taking place with respect to the Transaction and the proposed terms of any such transaction.

However, the Provider’s “Confidential Information” will not be deemed to include:

(i) any information that is or becomes generally available to the public other than as a direct or indirect result of the disclosure of any of such information by the Recipient or by any of the Recipient’s Representatives in breach of this Agreement;

(ii) any information that was in the Recipient’s possession prior to the time it was first made available to the Recipient or any of the Recipient’s Representatives by or on behalf of the Provider or any of the Provider’s Representatives; *provided* that the source of such information was not and is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information;

(iii) any information that becomes available to the Recipient on a non-confidential basis from a source other than the Provider or any of the Provider’s Representatives; *provided* that such source is not known to the Recipient to be bound by any contractual or other obligation of confidentiality to the Provider or to any other Person with respect to any of such information; or

(iv) any information that is developed by or on behalf of the Recipient independently of the disclosure of Confidential Information and without reference to or use of Confidential Information.

15. Miscellaneous.

(a) For purposes of this Agreement, a Party's "Representatives" means (i) an affiliate of such Party, (ii) an officer, director, member, manager, executive partner, employee, partner, advisor (including without limitation accountants, attorneys, financial advisors, and consultants), agent or other representative of such Party (excluding equity or debt financing sources), and (iii) only upon prior written approval of the Company, a potential debt financing source to be used by Counterparty in connection with the Transaction. Representatives shall not include any potential principal, co-investor, co-bidder, provider of equity capital or any proposed joint buyer in the Transaction or a debt financing source that is not pre-approved in writing by the Company.

(b) The term "Person," as used in this Agreement, will be broadly interpreted to include any individual and any corporation, partnership, entity, group, tribunal or governmental authority.

(c) The bold-faced captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

(d) Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(e) By making Confidential Information or other information available to the Recipient or the Recipient's Representatives, the Provider is not, and shall not be deemed to be, granting (expressly or by implication) any license or other right under or with respect to any patent, trade secret, copyright, trademark or other proprietary or intellectual property right. Neither the Recipient nor the Recipient's Representatives shall file any patent application containing any claim to any subject matter derived from the Confidential Information of the Provider.

(f) To the extent that any Confidential Information includes materials or other information that may be subject to the attorney-client privilege, work product doctrine or any other applicable privilege or doctrine concerning any Confidential Information or any pending, threatened or prospective action, suit, proceeding, investigation, arbitration or dispute, it is acknowledged and agreed that the Parties have a commonality of interest with respect to such Confidential Information or action, suit, proceeding, investigation, arbitration or dispute and that it is the Parties' mutual desire, intention and understanding that the sharing of such materials and other information is not intended to, and shall not, affect the confidentiality of any of such materials or other information or waive or diminish the continued protection of any of such materials or other information under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine. Accordingly, all Confidential Information that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege or doctrine shall remain entitled to protection thereunder and shall be entitled to protection under the joint defense doctrine, and the Parties agree to take all measures necessary to preserve, to the fullest extent possible, the applicability of all such privileges or doctrines.

(g) This Agreement constitutes the entire agreement between the Company and the Counterparty regarding the subject matter hereof and supersedes any prior agreement between the Company and the Counterparty regarding the subject matter hereof.

(h) The terms of this Agreement shall control over any additional purported confidentiality requirements imposed by any offering memorandum, web-based database or similar repository of Confidential Information to which the Recipient or any of its Representatives is granted access in connection with the Transaction, notwithstanding acceptance of such an offering memorandum or submission of an electronic signature, “clicking” on an “I agree” icon or other indication of assent to such additional confidentiality conditions.

(i) This Agreement shall continue in full force and effect for a period of two years from the effective date of this Agreement or if earlier, until the time upon which a Transaction is consummated between the Parties; *provided* that Section 12 applicable law and jurisdiction shall be binding in perpetuity or until the latest date permitted by law. For the avoidance of doubt, the termination of this Agreement shall not relieve any Party from any liability with respect to any violation or breach of any provision contained in this Agreement and after the termination of this Agreement, Recipient shall not use or disclose any of the Provider’s Confidential Information that is retained by Recipient pursuant to Section 5 other than in accordance with Section 5.

(j) The Recipient agrees not to export, directly or indirectly, any U.S. source technical data acquired from the Provider or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

(k) The Recipient acknowledges and agrees to (i) take appropriate technical and organizational measures against unauthorized or unlawful access to, disclosure of and accidental loss or destruction of Confidential Information, (ii) only use, deal with or process personal data (within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the “GDPR”) in compliance with the GDPR, and (iii) not to knowingly, in breach of the GDPR, transfer any Confidential Information, constituting personal data (within the meaning of the GDPR) outside the European Economic Area without the Provider's prior written consent.

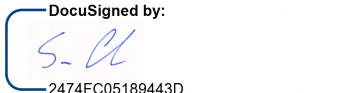
(l) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Agreement.

(m) The Parties hereto confirm their agreement that this Agreement, as well as any amendment hereto and all other documents related hereto, including legal notices, shall be in the English language only.

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The parties have caused this Agreement to be executed as of November 18, 2022.


HORIZON THERAPEUTICS PLC

By:  _____
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S. C.
2474FC05189443D...

Name: Sean Clayton

Title: General Counsel

AMGEN INC.

By:  _____

Name: Andrew T. Turney

Title: Associate General Counsel
under delegation from
Jonathan P. Graham
EVP, General Counsel and Secretary

EXHIBIT A

PROVIDER CONTACT PERSONS AND AGENT FOR SERVICE OF PROCESS

COMPANY

Contact Persons:

Andy Pasternak
Executive Vice President, Chief Strategy Officer
1 Horizon Way
Deerfield, IL 60015

Agent for Service of Process:

Sean Clayton
Executive Vice President and General Counsel
1 Horizon Way
Deerfield, IL 60015

COUNTERPARTY

Contact Persons:

Rachna Khosla
Senior Vice President, Business Development
One Amgen Center Drive
Thousand Oaks, CA 91320

Agent for Service of Process:

Jonathan P. Graham
Executive Vice President, General Counsel and Secretary
One Amgen Center Drive
Thousand Oaks, CA 91320