RADIUS HEALTH, INC.

FORM 10-Q
(Quarterly Report)

Filed 08/04/16 for the Period Ending 06/30/16

Address	ATTN: CHIEF FINANCIAL OFFICER 950 WINTER STREET WALTHAM, MA 02451
Telephone	617-551-4000
CIK	0001428522
Symbol	RDUS
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Drugs
Sector	Healthcare
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2016

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to .

Commission File Number 001-35726

Radius Health, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**80-0145732**
(State or other jurisdiction of Incorporation or organization)	(IRS Employer Identification Number)

950 Winter Street
Waltham, Massachusetts 02451
(Address of Principal Executive Offices and Zip Code)

(617) 551-4000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer ☐
Non-accelerated filer ☐	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of the registrant's Common Stock, $.0001 par value per share, outstanding as of August 1, 2016 : 43,082,740 shares

RADIUS HEALTH, INC.
FORM 10-Q
FOR THE QUARTER ENDED JUNE 30, 2016

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PART I FINANCIAL INFORMATION

CURRENCY AND CONVERSIONS

In this report, references to “dollar” or “$” are to the legal currency of the United States, and references to “euro” or “€” are to the single currency introduced on January 1, 1999 at the start of the third stage of European Economic and Monetary Union, pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union and the Treaty of Amsterdam. Unless otherwise indicated, the financial information in this report has been expressed in U.S. dollars. Unless otherwise stated, the U.S. dollar equivalent information translating euros into U.S. dollars has been made, for convenience purposes, on the basis of the noon buying rate published by the Board of Governors of the Federal Reserve as of June 30, 2016 , which was €1.00 = $ 1.1032 . Such translations should not be construed as a representation that the euro has been, could have been or could be converted into U.S. dollars at the rate indicated, any particular rate or at all.

Trademarks appearing in this report are the property of their respective holders.

Item 1. Condensed Consolidated Financial Statements

Radius Health, Inc.
Condensed Consolidated Balance Sheets
(In thousands, except share and per share amounts)

	June 30, 2016	December 31, 2015
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 120,554	$ 159,678
Marketable securities	280,302	313,661
Prepaid expenses and other current assets	5,197	6,969
Total current assets	406,053	480,308
Property and equipment, net	2,945	1,897
Other assets	448	260
Total assets	$ 409,446	$ 482,465
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 3,027	$ 6,228
Accrued expenses and other current liabilities	16,545	14,952
Total current liabilities	19,572	21,180
Total liabilities	$ 19,572	$ 21,180
Commitments and contingencies		
Stockholders' equity:		
Common stock, $.0001 par value; 200,000,000 shares authorized, 43,060,593 shares and 42,984,243 shares issued and outstanding at June 30, 2016 and December 31, 2015, respectively	4	4
Additional paid-in-capital	919,343	907,040
Accumulated other comprehensive income	188	5
Accumulated deficit	(529,661)	(445,764)
Total stockholders' equity	389,874	461,285
Total liabilities and stockholders' equity	$ 409,446	$ 482,465

See accompanying notes to unaudited condensed consolidated financial statements.

Radius Health, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(Unaudited, in thousands, except share and per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
OPERATING EXPENSES:				
Research and development	$ 26,891	$ 16,278	$ 54,374	$ 27,837
General and administrative	17,193	6,000	30,839	10,756
Loss from operations	(44,084)	(22,278)	(85,213)	(38,593)
OTHER (EXPENSE) INCOME:				
Other (expense) income, net	(95)	(78)	(96)	(128)
Interest income	744	185	1,411	290
Interest expense	—	(794)	—	(1,591)
NET LOSS	$ (43,435)	$ (22,965)	$ (83,898)	$ (40,022)
OTHER COMPREHENSIVE LOSS, NET OF TAX:				
Unrealized (loss) gain from available-for-sale securities	(49)	(31)	183	31
COMPREHENSIVE LOSS	$ (43,484)	$ (22,996)	$ (83,715)	$ (39,991)
LOSS ATTRIBUTABLE TO COMMON STOCKHOLDERS - BASIC AND DILUTED (Note 10)	$ (43,435)	$ (22,965)	$ (83,898)	$ (40,022)
LOSS PER SHARE:				
Basic and diluted	$ (1.01)	$ (0.61)	$ (1.95)	$ (1.08)
WEIGHTED AVERAGE SHARES:				
Basic and diluted	43,042,883	37,895,651	43,027,903	37,089,642

See accompanying notes to unaudited condensed consolidated financial statements.

Radius Health, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited, in thousands)

	Six Months Ended June 30,	
	2016	**2015**
CASH FLOWS USED IN OPERATING ACTIVITIES:		
Net loss	$ (83,898)	$ (40,022)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	216	78
Amortization of premium (accretion of discount) marketable securities, net	782	682
Stock-based compensation	10,632	5,850
Non-cash interest	—	156
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	1,772	(1,006)
Other long-term assets	(188)	(30)
Accounts payable	(3,201)	999
Accrued expenses and other current liabilities	1,248	(5,906)
Net cash used in operating activities	(72,637)	(39,199)
CASH FLOWS USED IN INVESTING ACTIVITIES:		
Purchases of property and equipment	(919)	(186)
Purchases of marketable securities	(225,497)	(179,338)
Sales and maturities of marketable securities	258,257	75,802
Net cash used in investing activities	31,841	(103,722)
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES:		
Proceeds from exercise of stock options	1,672	359
Proceeds from issuance of common stock, net	—	158,414
Net cash provided by financing activities	1,672	158,773
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(39,124)	15,852
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	159,678	28,518
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 120,554	$ 44,370
SUPPLEMENTAL DISCLOSURES:		
Cash paid for interest	$ —	$ 1,253
Property and equipment purchases in accrued expenses at period end	$ 345	$ —

See accompanying notes to unaudited condensed consolidated financial statements.

Radius Health, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Organization

Radius Health, Inc. (“Radius” or the “Company”) is a science-driven biopharmaceutical company that is committed to developing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases. Radius’ lead product candidate, the investigational drug abaloparatide for subcutaneous injection (“abaloparatide-SC”), has completed Phase 3 development for potential use in the reduction of fracture risk in postmenopausal women with osteoporosis. Radius’ Marketing Authorisation Application ("MAA") for abaloparatide-SC for the treatment of postmenopausal women with osteoporosis is under regulatory review in Europe and a New Drug Application (“NDA”) has been accepted for filing by the U.S. Food and Drug Administration (“FDA”) with a Prescription Drug User Fee Act date of March 30, 2017. The Radius clinical pipeline also includes an investigational abaloparatide transdermal patch for potential use in osteoporosis and the investigational drug RAD1901 for potential use in hormone-driven and/or hormone-resistant breast cancer, and vasomotor symptoms in postmenopausal women. Radius’ preclinical pipeline includes RAD140, a non-steroidal, selective androgen receptor modulator under investigation for potential use in multiple applications including cancer.

The Company is subject to the risks associated with a limited operating history, including dependence on key individuals, a developing business model, the necessity of securing regulatory approval to market its investigational product candidates, market acceptance of the Company’s investigational product candidates following receipt of regulatory approval, competition for its investigational product candidates following receipt of regulatory approval, and the continued ability to obtain adequate financing to fund the Company’s future operations. The Company has incurred losses and expects to continue to incur additional losses for the foreseeable future. As of June 30, 2016 , the Company had an accumulated deficit of $ 529.7 million, and total cash, cash equivalents and marketable securities of $ 400.9 million.

Based upon its cash, cash equivalents and marketable securities balance as of June 30, 2016 , the Company believes that, prior to the consideration of revenue from the potential future sales of any of its investigational products that may receive regulatory approval or proceeds from collaboration activities, it has sufficient capital to fund its development plans, U.S. commercial scale-up and other operational activities into 2018. The Company expects to finance the future development costs of its clinical product portfolio with its existing cash and cash equivalents and marketable securities, or through strategic financing opportunities that could include, but are not limited to collaboration agreements, future offerings of its equity, or the incurrence of debt. However, there is no guarantee that any of these strategic or financing opportunities will be executed or executed on favorable terms, and some could be dilutive to existing stockholders. If the Company fails to obtain additional future capital, it may be unable to complete its planned preclinical studies and clinical trials and obtain approval of certain investigational product candidates from the FDA or foreign regulatory authorities.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation —The accompanying unaudited condensed consolidated financial statements and the related disclosures of the Company have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”) for interim financial reporting and as required by Regulation S-X, Rule 10-01. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments (including those which are normal and recurring) considered necessary for a fair presentation of the interim financial information have been included.

When preparing financial statements in conformity with GAAP, the Company must make estimates and assumptions that affect the reported amounts of assets, liabilities, expenses and related disclosures at the date of the financial statements. Actual results could differ from those estimates. Additionally, operating results for the six months ended June 30, 2016 are not necessarily indicative of the results that may be expected for any other interim period or for the fiscal year ending December 31, 2016 . Subsequent events have been evaluated up to the date of issuance of these financials. These interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes, which are contained in our Annual Report on Form 10-K for the year ended December 31, 2015 (“2015 Form 10-K”), filed with the Securities and Exchange Commission (“SEC”) on February 25, 2016.

Significant Accounting Policies — The significant accounting policies identified in the Company’s 2015 Form 10-K that require the Company to make estimates and assumptions include: research and development costs, stock-based compensation and fair value measures. There were no changes to significant accounting policies during the six months ended June 30, 2016 .

Accounting Standards Updates — In August 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-15, *Disclosures of Uncertainties about an Entity's Ability to Continue as a Going Concern* ("ASU 2014-15"). ASU 2014-15 provides guidance in GAAP about management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. The amendments under ASU 2014-15 are effective for interim and annual fiscal periods beginning after December 15, 2016, with early adoption permitted. The Company does not expect the adoption of ASU 2014-15 to have a material impact on its results of operations, financial position or cash flows.

In January 2016, the FASB issued Accounting Standards Update No. 2016-01, *Financial Statements—Overall (Subtopics 825-10)* ("ASU 2016-01"). ASU 2016-01 provides updated guidance on the recognition and measurement of financial assets and financial liabilities that will supersede most current guidance. ASU 2016-01 primarily affects the accounting for equity investments, financial liabilities under the fair value option, and the presentation and disclosure requirements for financial instruments. The amendments in ASU 2016-01 supersede the guidance to classify equity securities with readily determinable fair values into different categories and require equity securities to be measured at fair value with changes in the fair value recognized through net income. The amendments under ASU 2016-01 are effective, for public business entities, for periods beginning after December 15, 2017, including interim periods within those fiscal years, and with early adoption permitted. The Company does not expect the adoption of ASU 2016-01 to have a material impact on its results of operations, financial position or cash flows.

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, *Leases* ("ASU 2016-02"). ASU 2016-02 supersedes the lease guidance under FASB Accounting Standards Codification ("ASC") Topic 840, *Leases* , resulting in the creation of FASB ASC Topic 842, *Leases* . ASU 2016-02 requires a lessee to recognize in the statement of financial position a liability to make lease payments and a right-of-use asset representing its right to use the underlying asset for the lease term for both finance and operating leases. ASU 2016-02 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2018. Early adoption is permitted. The Company is currently assessing the potential impact of adopting ASU 2016-02 on its financial statements and related disclosures.

In March 2016, the FASB issued Accounting Standards Update No. 2016-09, *Improvements to Employee Share-Based Payment Accounting* ("ASU 2016-09"). ASU 2016-09 simplifies several aspects of the accounting for share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities and classification on the statement of cash flows. ASU 2016-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016. Early adoption is permitted. The Company is currently assessing the potential impact of adopting ASU 2016-09 on its financial statements and related disclosures.

In June 2016, the FASB issued Accounting Standards Update No. 2016-13, *Measurement of Credit Losses on Financial Statements* ("ASU 2016-13"). ASU 2016-13 affects entities holding financial assets and net investment in leases that are not accounted for at fair value through net income. ASU 2016-13 affects loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope that have contractual right to receive cash. ASU 2016-13 requires that a financial asset (or a group of financial assets) measured at amortized cost basis be presented at the net amount expected to be collected using an allowance for credit losses valuation account. ASU 2016-13 requires that credit losses relating to available-for-sale debt securities should be limited by the amount which the fair value is below amortized cost. ASU 2016-13 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2019. Early adoption is permitted as of the fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. The Company is currently assessing the potential impact of adopting ASU 2016-13 on its financial statements and related disclosures.

3. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consist of the following (in thousands):

	June 30, 2016	December 31, 2015
Research costs - Nordic(1)	$ 2,675	$ 2,898
Research costs - other	5,530	5,178
Payroll and employee benefits	3,607	3,330
Professional fees	4,733	3,546
Total accrued expenses and other current liabilities	$ 16,545	$ 14,952

(1) Includes amounts accrued ratably over the estimated per patient treatment period under the Work Statement NB-3 with Nordic Bioscience Clinical Development VII A/S ("Nordic"). Amounts do not include pass-through costs which are expensed as incurred or upon delivery. See note 8 for additional information.

4. Loan and Security Agreement

On May 30, 2014, the Company entered into a Loan and Security Agreement (the "Credit Facility"), with Solar Capital Ltd. ("Solar"), as collateral agent and a lender, and Oxford Finance LLC ("Oxford"), as a lender (the "Lenders"), pursuant to which Solar and Oxford agreed to make available to the Company $30.0 million in the aggregate subject to certain conditions to funding. An initial term loan was made on May 30, 2014 in an aggregate principal amount equal to $21.0 million (the "Initial Term Loan").

On July 10, 2014, the Company entered into a first amendment to the Credit Facility (the "First Amendment"). The terms of the First Amendment, among other things, provided the Company with, subject to certain customary funding conditions, additional term loans in an aggregate principal amount of $4.0 million upon the closing of the First Amendment. The Company borrowed the additional $4.0 million on July 10, 2014.

The Initial Term Loan bore interest per annum at 9.85% plus one-month LIBOR (customarily defined).

On August 4, 2015, the Company prepaid all amounts owed under the Credit Facility and the First Amendment. After consideration of relevant fees required under the Credit Facility and the First Amendment, the total payment amounted to $26.5 million , which resulted in a loss on retirement of $1.6 million during the third quarter of 2015 .

5. Marketable Securities

Available-for-sale marketable securities and cash and cash equivalents consist of the following (in thousands):

	June 30, 2016			
	Amortized Cost Value	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash and cash equivalents:				
Cash	$ 3,303	$ —	$ —	$ 3,303
Money market funds	114,750	—	—	114,750
Domestic corporate commercial paper	2,501	—	—	2,501
Total	$ 120,554	$ —	$ —	$ 120,554
Marketable securities:				
Domestic corporate debt securities	$ 108,873	$ 6	$ (19)	$ 108,860
Domestic corporate commercial paper	84,202	175	—	84,377
Asset-backed securities	87,039	26	—	87,065
Total	$ 280,114	$ 207	$ (19)	$ 280,302

	December 31, 2015			
	Amortized Cost Value	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash and cash equivalents:				
Cash	$ 2,934	$ —	$ —	$ 2,934
Money market funds	83,257	—	—	83,257
Domestic corporate commercial paper	39,984	—	—	39,984
Government-sponsored enterprise debt securities	15,996	—	—	15,996
Domestic corporate debt securities	10,007	—	—	10,007
Asset-backed securities	7,500	—	—	7,500
Total	$ 159,678	$ —	$ —	$ 159,678
Marketable securities:				
Domestic corporate debt securities	$ 173,142	$ —	$ (107)	$ 173,035
Domestic corporate commercial paper	84,004	154	—	84,158
Asset-backed securities	56,510	1	(43)	56,468
Total	$ 313,656	$ 155	$ (150)	$ 313,661

There were no debt securities that had been in an unrealized loss position for more than 12 months as of June 30, 2016 or December 31, 2015 . There were 15 debt securities in an unrealized loss position for less than 12 months at June 30, 2016 and there were 57 debt securities that had been in an unrealized loss position for less than 12 months at December 31, 2015 . The aggregate unrealized loss on these securities as of June 30, 2016 and December 31, 2015 was less than $19 thousand and $150 thousand, respectively, and the fair value was $72.1 million and $225.7 million, respectively. The Company considered the decline in market value for these securities to be primarily attributable to current economic conditions. As it was not more likely than not that the Company would be required to sell these securities before the recovery of their amortized cost basis, which may be maturity, the Company did not consider these investments to be other-than-temporarily impaired as of June 30, 2016 .

As of June 30, 2016 , marketable securities consisted of investments that mature within one year.

6. Fair Value Measurements

The Company determines the fair values of its financial instruments based upon the fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Below are the three levels of inputs that may be used to measure fair value:

- Level 1—Quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.
- Level 2—Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table summarizes the financial instruments measured at fair value on a recurring basis in the accompanying condensed consolidated balance sheets as of June 30, 2016 and December 31, 2015 (in thousands):

	As of June 30, 2016			
	Level 1	Level 2	Level 3	Total
Assets				
Cash and cash equivalents:				
Cash	$ 3,303	$ —	$ —	$ 3,303
Money market funds (1)	114,750	—	—	114,750
Domestic corporate commercial paper (2)	—	2,501	—	2,501
Total	$ 118,053	$ 2,501	$ —	$ 120,554
Marketable Securities				
Domestic corporate debt securities (2)	$ —	$ 108,860	$ —	108,860
Domestic corporate commercial paper (2)	—	84,377	—	84,377
Asset-backed securities (2)	—	87,065	—	87,065
Total	$ —	$ 280,302	$ —	$ 280,302

	As of December 31, 2015			
	Level 1	Level 2	Level 3	Total
Assets				
Cash and cash equivalents:				
Cash	$ 2,934	$ —	$ —	$ 2,934
Money market funds (1)	83,257	—	—	83,257
Domestic corporate commercial paper (2)	—	39,984	—	39,984
Government-sponsored enterprise debt securities (2)	—	15,996	—	15,996
Domestic corporate debt securities (2)	—	10,007	—	10,007
Asset-backed securities (2)	—	7,500	—	7,500
Total	$ 86,191	$ 73,487	$ —	$ 159,678
Marketable Securities				
Domestic corporate debt securities (2)	$ —	$ 173,035	$ —	173,035
Domestic corporate commercial paper (2)	—	84,158	—	84,158
Asset-backed securities (2)	—	56,468	—	56,468
Total	$ —	$ 313,661	$ —	$ 313,661

(1) Fair value is based upon quoted market prices.

(2) Fair value is based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets. Inputs are obtained from various sources, including market participants, dealers and brokers.

7. License Agreements

Ipsen

On September 27, 2005, the Company entered into a license agreement (the "Ipsen Agreement"), as amended, with SCRAS S.A.S, a French corporation on behalf of itself and its affiliates (collectively, "Ipsen"). Under the Ipsen Agreement, Ipsen granted to the Company an exclusive right and license under certain Ipsen compound technology and related patents to research, develop, manufacture and commercialize certain compounds and related products, including abaloparatide, in all countries, except Japan (where the Company does not hold development and commercialization rights) and France (where the Company's commercialization rights are subject to certain co-marketing and co-promotion rights exercisable by Ipsen, provided that certain conditions included in the Ipsen Agreement have been met). Ipsen also granted the Company an exclusive right and license under the Ipsen compound technology and related patents to make and have made compounds or product in Japan. Ipsen also granted the Company an exclusive right and license under certain Ipsen formulation technology and related patents solely for purposes of enabling the Company to develop, manufacture and commercialize compounds and

products covered by the compound technology license in all countries, except Japan (where the Company does not hold commercialization rights) and France (where the Company's commercialization rights are subject to certain co-marketing and co-promotion rights exercisable by Ipsen, provided that certain conditions included in the Ipsen Agreement have been met).

In consideration for these licenses, the Company made a nonrefundable, non-creditable payment of $0.25 million to Ipsen, which was expensed during 2005. The Ipsen Agreement provides for further payments upon the achievement of certain future regulatory and commercial milestones, including upon acceptance of an NDA submission for review by the FDA. The range of milestone payments that could be paid under the agreement is €10.0 million to €36.0 million ($11.0 million to $39.7 million). Following acceptance of the Company's NDA submission for review by the FDA in the second quarter of 2016, the Company made a milestone payment of €3.0 million ($3.3 million) to Ipsen, which was recognized as research and development expense during the three months ended June 30, 2016. Should abaloparatide be approved and subsequently commercialized, the Company will be obligated to pay to Ipsen a fixed five percent royalty based on net sales of the product by the Company or its sublicensees on a country-by-country basis until the later of the last to expire of the licensed patents or for a period of 10 years after the first commercial sale in such country.

If the Company sublicenses the rights licensed from Ipsen, then the Company will also be required to pay Ipsen a percentage of certain payments received from such sublicensee (in lieu of milestone payments not achieved at the time of such sublicense). The applicable percentage is in the low double digit range. In addition, if the Company or its sublicensees commercialize a product that includes a compound discovered by it based on or derived from confidential Ipsen know-how, it will be obligated to pay to Ipsen a fixed low single digit royalty on net sales of such product on a country-by-country basis until the later of the last to expire of licensed patents that cover such product or for a period of 10 years after the first commercial sale of such product in such country.

Eisai Co. Ltd.

In June 2006, the Company entered into a license agreement (the "Eisai Agreement"), with Eisai Co. Ltd., ("Eisai"). Under the Eisai Agreement, Eisai granted to the Company an exclusive right and license to research, develop, manufacture and commercialize RAD1901 and related products from Eisai in all countries, except Japan. In consideration for the rights to RAD1901, the Company paid Eisai an initial license fee of $0.5 million , which was expensed during 2006. The Eisai Agreement provides for further payments in the range of $1.0 million to $20.0 million (inclusive of the $0.5 million initial license fee), payable upon the achievement of certain clinical and regulatory milestones.

On March 9, 2015, the Company entered into an amendment to the Eisai Agreement (the "Eisai Amendment") in which Eisai granted to the Company the exclusive right and license to research, develop, manufacture and commercialize RAD1901 in Japan. In consideration for the rights to RAD1901 in Japan, the Company paid Eisai an initial license fee of $0.4 million upon execution of the Eisai Amendment, which was recognized as research and development expense in 2015 . The Eisai Amendment also provides for additional payments, payable upon the achievement of certain clinical and regulatory milestones in Japan.

Under the Eisai Agreement, as amended, should a product covered by the licensed technology be commercialized, the Company will be obligated to pay to Eisai royalties in a variable mid-single digit range based on net sales of the product on a country-by-country basis. The royalty rate will be reduced, on a country-by-country basis, at such time as the last remaining valid claim in the licensed patents expires, lapses or is invalidated and the product is not covered by data protection clauses. In addition, the royalty rate will be reduced further, on a country-by-country basis, at such time as sales of lawful generic versions of the product account for more than a specified minimum percentage of the total sales of all products that contain the licensed compound. The latest valid claim to expire, barring any extension thereof, is expected on August 18, 2026.

The Eisai Agreement, as amended, also grants the Company the right to grant sublicenses with prior written approval from Eisai. If the Company sublicenses the licensed technology to a third party, the Company will be obligated to pay Eisai, in addition to the milestones referenced above, a fixed low double digit percentage of certain fees received from such sublicensee and royalties in the low single digit range based on net sales of the sublicensee. The license agreement expires on a country-by-country basis on the later of (1) the date the last remaining valid claim in the licensed patents expires, lapses or is invalidated in that country, the product is not covered by data protection clauses, and the sales of a lawful generic version of the product account for more than a specified percentage of the total sales of all pharmaceutical products containing the licensed compound in that country; or (2) a period of 10 years after the first commercial sale of the licensed products in such country, unless it is sooner terminated.

8. Research Agreements

Abaloparatide-SC Phase 3 Clinical Extension Study

The Company entered into agreements with Nordic to conduct its Phase 3 clinical trial of abaloparatide-SC (the "Phase 3 Clinical Trial"). On February 21, 2013, the Company entered into a Work Statement NB-3 with Nordic, as amended on February 28, 2014, March 23, 2015, July 8, 2015, October 21, 2015 and January 15, 2016 (the "Work Statement NB-3"). Pursuant to the Work Statement NB-3, Nordic performed an extension study to evaluate six months of standard-of-care osteoporosis management following the completion of the Phase 3 Clinical Trial (the "Extension Study"), and, upon completion of the Extension Study, an additional period of 18 months of standard-of-care osteoporosis management (the "Second Extension Period").

In April 2015, the Company entered into an amendment to the Work Statement NB-3 (the "NB-3 Amendment"). The NB-3 Amendment was effective as of March 23, 2015 and provides that Nordic will perform additional services, including additional monitoring of patients enrolled in the Second Extension Period. Payments in cash to be made to Nordic under the NB-3 Amendment are denominated in euros and total up to approximately € 4.1 million ($ 4.5 million).

Payments in cash to be made to Nordic under the Work Statement NB-3 are denominated in both euros and U.S. dollars and total up to € 11.9 million ($ 13.1 million) and $ 1.1 million, respectively. In addition, payments were due to Nordic in connection with the Work Statement NB-3 pursuant to the Stock Issuance Agreement entered into between the Company and Nordic, as amended and restated on May 16, 2011, and as further amended on February 21, 2013, March 28, 2014, and May 19, 2014. As of June 30, 2016 , services related to the Second Extension Period are ongoing. All obligations due to Nordic in relation to the Extension Study were paid as of September 30, 2015.

The Company recognizes research and development expense for the amounts due to Nordic under the Extension Study and the Second Extension Period ratably over the estimated per patient treatment periods beginning upon enrollment, or over a nine -month and 19 -month period, respectively. The Company recorded $ 0.9 million and $ 1.2 million for the three months ended June 30, 2016 and 2015 , respectively, and $ 1.9 million and $ 2.6 million for the six months ended June 30, 2016 and 2015 , respectively, for per patient costs incurred.

As of June 30, 2016 , the Company had a liability of $ 2.7 million reflected in accrued expenses and other current liabilities on the condensed consolidated balance sheet resulting from services provided by Nordic under the Second Extension Period, which are payable in cash.

9. Stock-Based Compensation

Stock Options

A summary of stock option activity during the six months ended June 30, 2016 is as follows (in thousands, except for per share amounts):

	Shares	Weighted-Average Exercise Price (in dollars per share)	Weighted-Average Contractual Life (In Years)	Aggregate Intrinsic Value
Options outstanding at December 31, 2015	4,408	$ 28.75		
Granted	1,821	33.85		
Exercised	(76)	21.90		
Cancelled	(73)	38.18		
Expired	—	—		
Options outstanding at June 30, 2016	6,080	$ 30.25	8.31	$ 72,281
Options exercisable at June 30, 2016	2,227	$ 15.93	6.86	$ 48,459
Options vested or expected to vest at June 30, 2016	5,949	$ 30.05	8.29	$ 71,598

The weighted-average grant-date fair value per share of options granted during the three and six months ended June 30, 2016 was $ 18.95 and $ 18.05 , respectively. As of June 30, 2016 , there was approximately $69.9 million of total unrecognized compensation expense related to unvested stock options, which is expected to be recognized over a weighted-average period of approximately three years.

Restricted Stock Units

In April 2016, the Company awarded 58,500 restricted stock units ("RSUs") to employees at an average grant date fair value of $ 33.03 per RSU. Each RSU entitles the holder to receive one share of the Company's common stock if and when the RSU vests. The RSUs vest in four substantially equal installments on each of the first four anniversaries of the vesting commencement date, subject to the employee's continued employment on such vesting date. Compensation expense is recognized over the vesting period.

A summary of RSU activity during the six months ended June 30, 2016 is as follows (in thousands, except for per share amounts):

	RSUs	Weighted-Average Grant Date Fair Value (in dollars per share)
RSUs Outstanding at December 31, 2015	—	$ —
Granted	59	33.03
Vested	—	—
Forfeited	—	—
RSUs Outstanding at June 30, 2016	59	$ 33.03

As of June 30, 2016 , there was approximately $1.8 million of total unrecognized compensation expense related to unvested RSUs, which is expected to be recognized over a weighted-average period of approximately four years.

10. Net Loss Per Share

Basic and diluted net loss per share is calculated as follows (in thousands, except share and per share numbers):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Numerator:				
Net loss	$ (43,435)	$ (22,965)	$ (83,898)	$ (40,022)
Loss attributable to common stockholders - basic and diluted	$ (43,435)	$ (22,965)	$ (83,898)	$ (40,022)
Denominator:				
Weighted-average number of common shares used in loss per share - basic and diluted	43,042,883	37,895,651	43,027,903	37,089,642
Loss per share - basic and diluted	$ (1.01)	$ (0.61)	$ (1.95)	$ (1.08)

The following potentially dilutive securities, prior to the use of the treasury stock method, have been excluded from the computation of diluted weighted-average shares outstanding, as they would be anti-dilutive. For the three and six months ended June 30, 2016 and 2015 , all of the Company’s options to purchase common stock, warrants, restricted stock units and performance units outstanding were assumed to be anti-dilutive as earnings attributable to common stockholders was in a loss position.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Options to purchase common stock	5,773,589	3,747,303	5,373,641	3,562,712
Warrants	631,588	846,720	631,588	979,434
Restricted stock units	55,929	—	27,964	—
Performance units	—	—	—	—

11. Commitments and Contingencies

The Company may be exposed, individually or in the aggregate, to certain claims or assessments in the ordinary course of business. In the opinion of management, the outcome of these matters is not likely to have any material effect on the financial statements of the Company.

Manufacturing Agreements

On June 23, 2016, the Company entered into a Supply Agreement (the "Ypsomed Supply Agreement") with Ypsomed AG ("Ypsomed"), effective as of September 30, 2015, pursuant to which Ypsomed agreed to supply to the Company a disposable pen injection device customized for injection of abaloparatide, the Company's drug product candidate (the "Device") for commercial purposes. The Company has agreed to purchase a minimum number of Devices at prices per Device that decrease with an increase in quantity supplied, subject to adjustment based on actual supply amounts. In addition, the Company has agreed to make milestone payments for Ypsomed's capital developments in connection with the initialization of the commercial supply of the Device and to pay a one-time capacity fee. All costs and payments under the Ypsomed Supply Agreement are delineated in Swiss Francs. The Ypsomed Supply Agreement has an initial term of three years from the earlier of the date of delivery of the first commercial Devices for regulatory approval and June 1, 2017, after which, it automatically renews for two -year terms until terminated. The Company will purchase the Device subject to minimum annual quantity requirements over a three-year period, as defined in the Ypsomed Supply Agreement. In addition, the Company has agreed to make milestone payments for Ypsomed's capital developments in connection with the initialization of the commercial supply of the Device and to pay a one-time capacity fee. The Company estimates that it will be obligated to make total minimum payments to Ypsomed of approximately CHF 3.9 million ($ 4.0 million) in the aggregate, including the milestone payments and one-time capacity fee.

On June 28, 2016, the Company entered into a Commercial Supply Agreement (the "Vetter Supply Agreement") with Vetter Pharma International, GmbH ("Vetter"), effective as of January 1, 2016, pursuant to which Vetter has agreed to formulate the drug product containing the active pharmaceutical ingredient ("API") of abaloparatide, to fill cartridges with the drug product, to assemble the pen delivery device, and to package the pen for commercial distribution. Based on forecasts of demand to be provided by the Company, the Company has agreed to purchase the cartridges and pens in specified batch sizes at a price per unit. For labeling and packaging services, the Company has agreed to pay a per unit price dependent upon the number of pens loaded with cartridges that are labeled and packaged. These prices are subject to an annual price adjustment. The Vetter Supply Agreement has an initial term of five years, which began on January 1, 2016, after which, it automatically renews for two -year terms until terminated. The Company will purchase these services subject to minimum annual quantity requirements over a five-year period, as defined in the Vetter Supply Agreement.

12. Stockholders' Equity

On January 28, 2015, the Company completed a public offering of 4,000,000 shares of its common stock at a price of $ 36.75 per share, for aggregate estimated proceeds, net of underwriting discounts, commissions and offering costs, of approximately $ 137.8 million. Also, on January 28, 2015, the underwriters purchased an additional 600,000 shares in the aggregate by exercising an option to purchase additional shares that was granted to them in connection with the offering. As a result of the public offering and subsequent exercise of the underwriters' option, the Company received aggregate proceeds, net of underwriting discounts, commissions and offering costs of approximately $ 158.4 million.

On July 28, 2015, the Company completed a public offering of 4,054,054 shares of its common stock at a price of $ 74.00 per share, for aggregate proceeds, net of underwriting discounts, commissions and offering costs, of approximately $ 281.5 million. Also, on July 28, 2015, the underwriters purchased an additional 608,108 shares by exercising an option to purchase additional shares that was granted to them in connection with the offering. As a result of the public offering and subsequent exercise of the underwriters' option, the Company received aggregate proceeds, net of underwriting discounts, commissions and estimated offering costs of approximately $ 323.8 million.

13. Subsequent Events

On July 13, 2016, the Company entered into a Manufacturing Services Agreement (the "Manufacturing Agreement") with Lonza Sales Ltd ("Lonza"), effective as of June 28, 2016, pursuant to which Lonza has agreed to manufacture the commercial supply of the API for abaloparatide. In accordance with forecasts provided by the Company, the Company has agreed to purchase the API in batches at a price per gram in euros, subject to an annual increase by Lonza. The Company is also required to purchase a minimum number of batches annually. The Manufacturing Agreement has an initial term of a six years, after which, it automatically renews for three -year terms until terminated.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

Cautionary Statement

This Quarterly Report on Form 10-Q, including the information incorporated by reference herein, contains, in addition to historical information, forward-looking statements. We may, in some cases, use words such as "project," "believe," "anticipate," "plan," "expect," "estimate," "intend," "continue," "should," "would," "could," "potentially," "will," "may" or similar words and expressions that convey uncertainty of future events or outcomes to identify these forward-looking statements. Forward-looking statements in this Quarterly Report on Form 10-Q may include, among other things, statements about:

- *the progress of, timing of and amount of expenses associated with our research, development and commercialization activities;*
- *the success of our clinical studies for our investigational product candidates;*
- *our ability to obtain U.S. and foreign regulatory approval for our product candidates and the ability of our product candidates to meet existing or future regulatory standards;*
- *our expectations regarding federal, state and foreign regulatory requirements;*
- *the therapeutic benefits and effectiveness of our product candidates;*
- *the safety profile and related adverse events of our product candidates;*
- *our ability to manufacture sufficient amounts of abaloparatide, RAD1901, and RAD140 for commercialization activities with target characteristics following regulatory approvals;*
- *our plans with respect to collaborations and licenses related to the development, manufacture or sale of our product candidates;*
- *our expectations as to future financial performance, expense levels and liquidity sources;*
- *our ability to compete with other companies that are or may be developing or selling products that are competitive with our product candidates;*
- *anticipated trends and challenges in our potential markets; and*
- *our ability to attract and motivate key personnel.*

The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other important factors that could cause actual results to differ materially from the results anticipated by these forward-looking statements. These important factors include our financial performance, our ability to attract and retain customers, our development activities and those factors we discuss in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K filed with the Securities and Exchange Commission, or the SEC, on February 25, 2016 under the caption "Risk Factors." You should read these factors and the other cautionary statements made in this Quarterly Report on Form 10-Q as being applicable to all related forward-looking statements wherever they appear in this Quarterly Report on Form 10-Q. These important factors are not exhaustive and other sections of this Quarterly Report on Form 10-Q may include additional factors which could adversely impact our business and financial performance.

You should read the following discussion of our financial condition and results of operations in conjunction with our financial statements and related notes set forth in this report. Unless the context otherwise requires, "we," "our," "us" and similar expressions used in this Management's Discussion and Analysis of Financial Condition and Results of Operations section refer to Radius Health, Inc., a Delaware corporation.

Executive Overview

We are a science-driven biopharmaceutical company that is committed to developing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases. Our lead product candidate, the investigational drug abaloparatide for subcutaneous injection, or abaloparatide-SC, has completed Phase 3 development for potential use in the reduction of fracture risk in postmenopausal women with osteoporosis. Our Marketing Authorisation Application, or MAA, for abaloparatide-SC for the treatment of postmenopausal women with osteoporosis is under regulatory review in Europe and a New Drug Application, or NDA, has been accepted for filing by the U.S. Food and Drug Administration, or FDA, with a Prescription Drug User Fee Act, or PDUFA, date of March 30, 2017. Our clinical pipeline also includes an investigational abaloparatide transdermal patch for potential use in osteoporosis and the investigational drug RAD1901 for potential use in hormone-driven and/or hormone-resistant breast cancer, and vasomotor symptoms in postmenopausal women. Our preclinical pipeline includes RAD140, a non-steroidal, selective androgen receptor modulator under investigation for potential use in multiple applications including cancer.

Abaloparatide

Abaloparatide is an investigational therapy for the potential treatment of women with postmenopausal osteoporosis who are at an increased risk for a fracture. Abaloparatide is a novel synthetic peptide analog that engages the parathyroid hormone receptor, or PTH1 receptor, and was selected for clinical development based on its favorable bone building activity. Abaloparatide was created to have a unique mechanism of action with the goal of stimulating enhanced bone building activity including bone formation, increasing bone mineral density, restoring bone microarchitecture and augmenting bone strength. We are developing two formulations of abaloparatide:

- *Abaloparatide-SC* —Abaloparatide has completed Phase 3 development for potential use as a daily self-administered injection. We hold worldwide commercialization rights to abaloparatide-SC, except for Japan. In December 2014, we announced positive 18-month top-line data from our Phase 3 ACTIVE clinical trial, in which abaloparatide-SC met the primary endpoint with a statistically significant reduction of 86% in new vertebral fractures versus placebo, and a statistically significant 43% reduction in the secondary endpoint of nonvertebral fractures versus placebo. In June 2015, we announced the positive top-line data from the first six months of the ACTIVExtend clinical trial and the 25-month combined fracture data from the ACTIVE and ACTIVExtend clinical trials, which showed a statistically significant 87% reduction in the primary endpoint of new vertebral fractures for abaloparatide-treated patients for 18 months who were then treated with alendronate for 6 months compared to patients treated with placebo for 18 months and then treated with alendronate for 6 months and a statistically significant reduction of 52% in the secondary endpoint of nonvertebral fractures. Also, in ACTIVExtend, there was a statistically significant reduction in clinical fractures, and major osteoporotic fractures for the patients initially treated with abaloparatide followed by 6 months of alendronate versus patients treated initially with placebo followed by 6 months of alendronate. The combined 25-month fracture data from our Phase 3 clinical trial program for abaloparatide-SC formed the basis of our regulatory submissions. In November 2015, we submitted an MAA to the European Medicines Agency, or EMA, which was validated and is currently undergoing active regulatory assessment by the Committee for Medicinal Products for Human Use of the EMA, or CHMP. The EMA has granted us an additional 3-month extension to the procedural timetable for response in the ongoing MAA assessment. As a result of this extension to the procedural timetable, we now anticipate that the CHMP may adopt an Opinion regarding the MAA in late 2016 or in 2017. In March 2016, we submitted an NDA to the FDA, which has been accepted for filing by the FDA with a PDUFA date of March 30, 2017. We intend to enter into one or more collaborations for the potential commercialization of abaloparatide-SC prior to a commercial launch. Subject to regulatory review and a favorable regulatory outcome, we anticipate the first commercial sales of abaloparatide-SC will take place in 2017.

- *Abaloparatide-TD* —We are also developing abaloparatide-transdermal, which we refer to as abaloparatide-TD, based on 3M's patented Microstructured Transdermal System technology for potential use as a short wear-time transdermal patch. We hold worldwide commercialization rights to the abaloparatide-TD technology. During 2014, we reported progress toward the development of an optimized transdermal patch that may be capable of demonstrating comparability to abaloparatide-SC. In preliminary, nonhuman primate pharmacokinetic studies, we achieved a desirable pharmacokinetic profile, with comparable AUC, Cmax, Tmax and T1/2 relative to abaloparatide-SC. We believe that these results support continued clinical development of abaloparatide-TD toward future global regulatory submissions as a potential post-approval line extension of the investigational drug abaloparatide-SC. We commenced a human replicative clinical evaluation of the optimized abaloparatide-TD patch in December 2015, with the goal of achieving comparability to abaloparatide-SC. We expect to complete this clinical evaluation of the optimized abaloparatide-TD patch during 2016.

RAD1901

RAD1901 is a selective estrogen receptor down-regulator/degrader, or SERD, that at high doses has a potential for use as an oral non-steroidal treatment for hormone-driven, or hormone-resistant, breast cancer. RAD1901 is currently being investigated in postmenopausal women with advanced estrogen receptor positive, or ER-positive, HER2-negative breast cancer, the most common form of the disease. The compound has the potential for use as a single agent or in combination with other therapies to overcome endocrine resistance in breast cancer.

In September 2015, we announced results from a Phase 1 maximum tolerated dose, or MTD, study of RAD1901 in 52 healthy volunteers. In the study, RAD1901 was administered to healthy postmenopausal women in doses ranging from 200mg to 1000mg, and the data showed that RAD1901 was well-tolerated and the overall safety was supportive of continued development. In addition, a subset of subjects that received 18F estradiol positron emission tomography, or FES-PET, imaging demonstrated suppression of the FES-PET signal to background levels after six days of dosing.

In December 2014, we commenced a Phase 1, multicenter, open-label, two-part, dose-escalation study of RAD1901 in postmenopausal women with advanced ER-positive and HER2-negative breast cancer in the United States to determine the

recommended dose for a Phase 2 clinical trial and to make a preliminary evaluation of the potential anti-tumor effect of RAD1901. The Phase 1 study is designed to evaluate escalating doses of RAD1901 in Part A. The Part B expansion cohort was initiated in March 2016 to allow for an evaluation of additional safety, tolerability and preliminary efficacy. As of July 31, 2016, the Phase I Part B expansion cohort has enrolled 19 out of 20 patients at 400 mg daily. To date, no dose limiting toxicities, or DLTs, have been reported in this study. When the study is completed, the results will be submitted to an appropriate scientific meeting for presentation.

In December 2015, we commenced a Phase 1 FES-PET study in patients with metastatic breast cancer in the European Union which includes the use of FES-PET imaging to assess estrogen receptor occupancy in tumor lesions following RAD1901 treatment. We continue to enroll patients in the European Phase I FES-PET trial - the first three patient dosing cohort is enrolled. When the study is completed, the results will be submitted to an appropriate scientific meeting for presentation.

In July 2015, we announced that early but promising preclinical data showed that our investigational drug RAD1901, in combination with Pfizer's palbociclib, a cyclin-dependent kinase, or CDK 4/6 inhibitor, or Novartis' everolimus, an mTOR inhibitor, was effective in shrinking tumors. In patient-derived xenograft breast cancer models with either wild type or mutant ESR1, treatment with RAD1901 resulted in marked tumor growth inhibition, and the combination of RAD1901 with either agent, palbociclib or everolimus, showed anti-tumor activity that was significantly greater than either agent alone. We believe that this preclinical data suggest that RAD1901 has the potential to overcome endocrine resistance, is well-tolerated, and has a profile that is well suited for use in combination therapy.

In July 2016, the Company entered into a pre-clinical collaboration with Takeda Pharmaceutical Company Limited to evaluate the combination of investigational drug RAD1901 with investigational drug TAK-228, an oral mTORC 1/2 inhibitor in Phase 2b development for the treatment of breast, endometrial and renal cancer, with the goal of potentially exploring such combination in a clinical study. As previously reported, RAD1901 has demonstrated encouraging pre-clinical results in combination with Novartis' mTOR inhibitor, everolimus. Under the agreement, the Company and Takeda Oncology will each contribute resources and supply compound material necessary for studies to be conducted under the collaboration and will share third party out of pocket research and development expenses.

In January 2016 we entered into a worldwide clinical collaboration with Novartis Pharmaceuticals to evaluate the safety and efficacy of combining RAD1901, with Novartis' investigational agent LEE011 (ribociclib), a CDK 4/6 inhibitor, and BYL719 (alpelisib), an investigational phosphoinositide 3-kinase inhibitor.

RAD1901 is also being evaluated at low doses as an estrogen receptor ligand for the potential relief of the frequency and severity of moderate to severe hot flashes in postmenopausal women with vasomotor symptoms. We commenced a Phase 2b clinical study of RAD1901 for the potential treatment of postmenopausal vasomotor symptoms in December 2015. When the study is completed, the results will be submitted to an appropriate scientific meeting for presentation.

RAD140

RAD140 is a nonsteroidal selective androgen receptor modulator. The androgen receptor, or AR, is highly expressed in many ER-positive, ER-negative, and triple-negative receptor breast cancers. Due to its receptor and tissue selectivity, potent activity, oral bioavailability, and long half-life, we believe RAD140 could have clinical potential in the treatment of breast cancer.

In July 2016 we reported that RAD140 in preclinical xenograft models of breast cancer has demonstrated potent tumor growth inhibition when administered alone or in combinations with CDK4/6 inhibitors. It is estimated that 77% of breast cancers show expression of the androgen receptor. Our data suggest that RAD140 activity at the androgen receptor stimulates up-regulation of a tumor suppression pathway. The clinical significance of these initial findings must be investigated in clinical trials, and all the resulting data are subject to regulatory review. We expect to provide an update on the RAD140 program at an upcoming scientific meeting.

Financial Overview

Research and Development Expenses

Research and development expenses consist primarily of clinical testing costs made to contract research organizations, salaries and related personnel costs, fees paid to consultants and outside service providers for regulatory and quality assurance support, licensing of drug compounds and other expenses relating to the manufacture, development, testing and enhancement of our product candidates. We expense our research and development costs as they are incurred.

No significant amount of the research and development expenses in relation to our product candidates are borne by third parties. Our lead product candidate is the investigational drug abaloparatide, and it represents the largest portion of our research and development expenses for our product candidates. We began tracking program expenses for abaloparatide-SC in 2005, and program expenses from inception to June 30, 2016 were approximately $ 208.3 million . We began tracking program expenses for abaloparatide-TD in 2007, and program expenses from inception to June 30, 2016 were approximately $ 37.3 million . We began tracking program expenses for RAD1901 in 2006, and program expenses from inception to June 30, 2016 were approximately $ 40.9 million . We began tracking program expenses for RAD140 in 2008, and program expenses from inception to June 30, 2016 were approximately $ 6.9 million . These expenses relate primarily to external costs associated with manufacturing, preclinical studies and clinical trial costs.

Costs related to facilities, depreciation, stock-based compensation and research and development support services are not directly charged to programs as they benefit multiple research programs that share resources.

The following table sets forth our research and development expenses that are directly attributable to the programs listed below for the three and six months ended June 30, 2016 and 2015 (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2016	2015	2016	2015
Abaloparatide-SC	$ 6,612	$ 5,342	$ 12,389	$ 10,476
Abaloparatide-TD	1,544	222	3,690	702
RAD1901	5,142	2,641	13,259	3,441
RAD140	770	—	1,127	—

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related expenses for executive, finance and other administrative personnel, professional fees, business insurance, rent, general legal activities, including the cost of maintaining our intellectual property portfolio, and other corporate expenses.

Our results also include stock-based compensation expense as a result of the issuance of stock option grants to employees, directors and consultants. The stock-based compensation expense is included in the respective categories of expense in the statement of operations (research and development and general and administrative expenses). We expect to record additional non-cash stock-based compensation expense in the future, which may be significant.

Interest Income and Interest Expense

Interest income reflects interest earned on our cash, cash equivalents and marketable securities.

Interest expense for the three and six months ended June 30, 2015 reflects interest due under our loan and security agreement, entered into on May 30, 2014 and amended on July 10, 2014, February 13, 2015 and April 8, 2015, or the Credit Facility, with Solar Capital Ltd., or Solar, as agent and lender, and Oxford Finance LLC, or Oxford, as lender. Under the Credit Facility, we drew $ 21.0 million under an initial term loan on May 30, 2014 and $ 4.0 million under a second term loan on July 10, 2014. On August, 4, 2015, we paid all amounts owed under the Credit Facility. After consideration of relevant fees required under the Credit Facility, the total payment amounted to $ 26.5 million .

Critical Accounting Policies and Estimates

Management's discussion and analysis of financial condition and results of operations is based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities and expenses, as well as related disclosures. We evaluate our policies and estimates on an ongoing basis, including those related to accrued clinical expenses, research and development expenses, stock-based compensation and fair value measures, which we discussed in our Annual Report on Form 10-K for the year ended December 31, 2015 . Management bases its estimates on historical experience and other various assumptions that are believed to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions.

We have reviewed our policies and estimates to determine our critical accounting policies for the three and six months ended June 30, 2016 . We have made no material changes to the critical accounting policies described in our Annual Report on Form 10-K for the year ended December 31, 2015 .

Results of Operations

Three Months Ended June 30, 2016 and June 30, 2015 (in thousands, except percentages)

	Three Months Ended June 30,		Change	
	2016	2015	$	%
Operating expenses:				
Research and development	$ 26,891	$ 16,278	$ 10,613	65 %
General and administrative	17,193	6,000	11,193	187 %
Loss from operations	(44,084)	(22,278)	21,806	98 %
Other (expense) income:				
Other (expense) income, net	(95)	(78)	17	22 %
Interest income (expense), net	744	(609)	1,353	(222)%
Net loss	$ (43,435)	$ (22,965)	20,470	89 %

Research and development expenses — For the three months ended June 30, 2016 , research and development expense was $ 26.9 million compared to $ 16.3 million for the three months ended June 30, 2015 , an increase of $ 10.6 million , or 65% . This increase was primarily driven by higher professional contract services costs associated with the development of RAD1901 to support a Phase 1 study in metastatic breast cancer that commenced in late 2014 and a Phase 2b study in postmenopausal vasomotor symptoms that commenced in December 2015. This increase was also a result of an increase in compensation expense, including stock-based compensation, due to an increase in headcount from 30 research and development employees as of June 30, 2015 to 86 research and development employees as of June 30, 2016 .

General and administrative expenses — For the three months ended June 30, 2016 , general and administrative expense was $ 17.2 million compared to $ 6.0 million for the three months ended June 30, 2015 , an increase of $ 11.2 million , or 187% . This increase was primarily the result of an increase of approximately $4.2 million in professional support costs and legal fees during the three months ended June 30, 2016 , including the costs associated with increasing headcount and preparing for the potential commercialization of abaloparatide-SC, subject to a favorable regulatory review. This increase was also driven by an increase in compensation expense due to an increase in headcount from 16 general and administrative employees as of June 30, 2015 to 62 general and administrative employees as of June 30, 2016 .

Interest income (expense), net —For the three months ended June 30, 2016 , interest income, net of interest expense , was $ 0.7 million compared to interest expense, net of interest income , of $ 0.6 million for the three months ended June 30, 2015 , a change of $ 1.4 million , or 222% . This change was primarily a result of no interest expense recorded for the three months ended June 30, 2016 due to repayment of our Credit Facility on August 4, 2015.

Six Months Ended June 30, 2016 and June 30, 2015 (in thousands, except percentages)

	Six Months Ended June 30,		Change	
	2016	2015	$	%
Operating expenses:				
Research and development	$ 54,374	$ 27,837	$ 26,537	95 %
General and administrative	30,839	10,756	20,083	187 %
Loss from operations	(85,213)	(38,593)	46,620	121 %
Other (expense) income:				
Other (expense) income, net	(96)	(128)	(32)	(25)%
Interest income (expense), net	1,411	(1,301)	2,712	(208)%
Net loss	$ (83,898)	$ (40,022)	43,876	110 %

Research and development expenses — For the six months ended June 30, 2016 , research and development expense was $ 54.4 million compared to $ 27.8 million for the six months ended June 30, 2015 , an increase of $26.5 million , or 95% . This increase was primarily driven by higher professional contract services costs associated with the development of RAD1901 to support a Phase 1 study in metastatic breast cancer that commenced in late 2014 and a Phase 2b study in postmenopausal vasomotor symptoms that commenced in December 2015. This increase was also a result of an increase in compensation expense, including stock-based compensation, due to an increase in headcount from 30 research and development employees as of June 30, 2015 to 86 research and development employees as of June 30, 2016 .

General and administrative expenses — For the six months ended June 30, 2016 , general and administrative expense was $ 30.8 million compared to $ 10.8 million for the six months ended June 30, 2015 , an increase of $ 20.1 million , or 187% . This increase was primarily the result of an increase of approximately $9.1 million in professional support costs and legal fees during the six months ended June 30, 2016 , including the costs associated with increasing headcount and preparing for the potential commercialization of abaloparatide-SC, subject to a favorable regulatory review. This increase was also driven by an increase in compensation expense due to an increase in headcount from 16 general and administrative employees as of June 30, 2015 to 62 general and administrative employees as of June 30, 2016 .

Interest income (expense), net — For the six months ended June 30, 2016 , interest income, net of interest expense , was $ 1.4 million compared to interest expense, net of interest income , of $ 1.3 million for the six months ended June 30, 2015 , a change of $ 2.7 million , or 208% . This change was primarily a result of no interest expense recorded for the six months ended June 30, 2016 due to repayment of our Credit Facility on August 4, 2015.

Liquidity and Capital Resources

From inception to June 30, 2016 , we have incurred an accumulated deficit of $ 529.7 million , primarily as a result of expenses incurred through a combination of research and development activities related to our various product candidates and expenses supporting those activities. Our total cash, cash equivalents and short-term marketable securities balance as of June 30, 2016 was $ 400.9 million . We have financed our operations since inception primarily through the public offerings of our common stock, private sales of preferred stock, and borrowings under credit facilities.

Based upon our cash, cash equivalents and marketable securities balance, we believe that, prior to the consideration of revenue from the potential future sales of any of our investigational products or proceeds from collaboration activities, we have sufficient capital to fund our development plans, U.S. commercial scale-up and other operational activities into 2018. We expect to finance the future development costs of our clinical product portfolio with our existing cash, cash equivalents and marketable securities, or through strategic financing opportunities, that could include, but are not limited to collaboration agreements, future offerings of equity, or the incurrence of debt. However, there is no guarantee that any of these strategic financing opportunities will be available to us on favorable terms, and some could be dilutive to existing stockholders. Our future capital requirements will depend on many factors, including the scope and progress made in our research and development and commercialization activities, the results of our clinical trials, and the review and potential approval of our products by the FDA, and the EMA. The successful development of our investigational product candidates is subject to numerous risks and uncertainties associated with developing drugs, which could have a significant impact on the cost and timing associated with the development of our product candidates. If we fail to obtain additional future capital, we may be

unable to complete our planned preclinical and clinical trials and obtain approval of any investigational product candidates from the FDA and foreign regulatory authorities.

Abaloparatide-SC is our only product candidate in late stage development, and our business currently depends heavily on its successful development, regulatory approval and commercialization. Obtaining approval of a product candidate is an extensive, lengthy, expensive and uncertain process, and any approval of abaloparatide-SC may be delayed, limited or denied for many reasons. See "Risk Factors — Risks Related to the Discovery, Development and Commercialization of Our Product Candidates" set forth under Item 1A. in our Annual Report on Form 10-K for the year ended December 31, 2015 , filed with the SEC on February 25, 2016.

The following table sets forth the major sources and uses of cash for each of the periods set forth below (in thousands):

	Six Months Ended June 30,		Change	
	2016	2015	$	%
Net cash (used in) provided by:				
Operating activities	$ (72,637)	$ (39,199)	$ 33,438	85 %
Investing activities	31,841	(103,722)	135,563	131 %
Financing activities	1,672	158,773	157,101	(99)%
Net increase (decrease) in cash and cash equivalents	$ (39,124)	$ 15,852		

Cash Flows from Operating Activities

Net cash used in operating activities during the six months ended June 30, 2016 was $ 72.6 million , which was primarily the result of a net loss of $ 83.9 million , partially offset by $ 11.6 million of net non-cash adjustments to reconcile net loss to net cash used in operations and net changes in working capital of $ 0.4 million . The $ 83.9 million net loss was primarily due to abaloparatide-SC and RAD1901 program development expenses along with employee compensation and consulting costs incurred to support regulatory submissions and preparation for the potential commercial launch of abaloparatide-SC. The $ 11.6 million net non-cash adjustments to reconcile net loss to net cash used in operations included stock-based compensation expense of $ 10.6 million and amortization of premiums (discounts) on marketable securities of $ 0.8 million .

Net cash used in operating activities during the six months ended June 30, 2015 was $ 39.2 million , which was primarily the result of a net loss of $ 40.0 million and net changes in working capital of $ 5.9 million , partially offset by $ 6.8 million of net non-cash adjustments to reconcile net loss to net cash used in operations. The $ 40.0 million net loss was primarily due to abaloparatide-SC program development expenses, including clinical and manufacturing costs, along with employee compensation and consulting costs incurred to support future regulatory submissions and preparation for the potential commercial launch of abaloparatide-SC. The $ 6.8 million net non-cash adjustments to reconcile net loss to net cash used in operations included stock-based compensation expense of $ 5.9 million and amortization of premiums (discounts) on marketable securities of $ 0.7 million .

Cash Flows from Investing Activities

Net cash provided by investing activities during the six months ended June 30, 2016 was $ 31.8 million , which was primarily the result of $ 258.3 million of net proceeds received from the sale or maturity of marketable securities, partially offset by $ 225.5 million of purchases of marketable securities.

Net cash used in investing activities during the six months ended June 30, 2015 was $ 103.7 million , which was primarily the result of $ 179.3 million of purchases of marketable securities, partially offset by $ 75.8 million of net proceeds received from the sale or maturity of marketable securities.

Our investing cash flows will be impacted by the timing of purchases and sales of marketable securities. Because our marketable securities are primarily short-term in duration, we would not expect our operational results or cash flows to be significantly affected by a change in market interest rates.

Cash Flows from Financing Activities

Net cash provided by financing activities during the six months ended June 30, 2016 was $ 1.7 million , as compared to $ 158.8 million net cash provided by financing activities during the six months ended June 30, 2015 . Net cash provided by financing activities during the six months ended June 30, 2016 consisted of $ 1.7 million of proceeds received from exercises of stock options.

Net cash provided by financing activities during the six months ended June 30, 2015 consisted of $ 158.4 million of net proceeds received from a public offering in January of 2015 and $0.4 million of proceeds received from the exercise of stock options.

Contractual Obligations

Supply and Manufacturing Agreements

On June 23, 2016, we entered into a Supply Agreement, or the Ypsomed Supply Agreement, with Ypsomed AG, or Ypsomed, effective as of September 30, 2015, pursuant to which Ypsomed agreed to supply a disposable pen injection device customized for injection of abaloparatide, or the Device, for commercial purposes. We agreed to purchase a minimum number of Devices at prices per Device that decrease with an increase in quantity supplied, subject to adjustment based on actual supply amounts. In addition, we agreed to make milestone payments for Ypsomed's capital developments in connection with the initialization of the commercial supply of the Device and to pay a one-time capacity fee. All costs and payments under the Ypsomed Supply Agreement are delineated in Swiss Francs. The Ypsomed Supply Agreement has an initial term of three years from the earlier of the date of delivery of the first commercial Devices for regulatory approval and June 1, 2017, after which, it automatically renews for two-year terms until terminated. During the initial term of the Ypsomed Supply Agreement, we estimate that we will be obligated to make total minimum payments to Ypsomed of approximately CHF 3.9 million ($ 4.0 million) in the aggregate, including the milestone payments and one-time capacity fee.

On June 28, 2016, we entered into a Commercial Supply Agreement, or the Vetter Supply Agreement, with Vetter Pharma International, GmbH, or Vetter, effective as of January 1, 2016, pursuant to which Vetter has agreed to formulate the drug product containing the active pharmaceutical ingredient, or API, of abaloparatide, to fill cartridges with the drug product, to assemble the pen delivery device, and to package the pen for commercial distribution. Based on forecasts of demand to be provided by us, we agreed to purchase the cartridges and pens in specified batch sizes at a price per unit. For labeling and packaging services, we agreed to pay a per unit price dependent upon the number of pens loaded with cartridges that are labeled and packaged. These prices are subject to an annual price adjustment. The Vetter Supply Agreement has an initial term of five years, which began on January 1, 2016, after which, it automatically renews for two-year terms until terminated.

On July 13, 2016, we entered into a Manufacturing Services Agreement, or the Manufacturing Agreement, with Lonza Sales Ltd, or LONZA, effective as of June 28, 2016, pursuant to which Lonza has agreed to manufacture the commercial supply of the API for abaloparatide. In accordance with forecasts provided by us, we agreed to purchase the API in batches at a price per gram in euros, subject to an annual increase by Lonza. We are also required to purchase a minimum number of batches annually. The Manufacturing Agreement has an initial term of six years, after which, it automatically renews for three-year terms until terminated.

Research and Development Agreements

Abaloparatide-SC Phase 3 Clinical Extension Study

We entered into agreements with Nordic Bioscience Clinical Development VII A/S, or Nordic, to conduct our Phase 3 clinical trial of abaloparatide-SC, or the Phase 3 Clinical Trial. On February 21, 2013, we entered into the Work Statement NB-3, as amended on February 28, 2014, March 23, 2015, July 8, 2015, October 21, 2015 and January 15, 2016, or the Work Statement NB-3. Pursuant to the Work Statement NB-3, Nordic performed an extension study to evaluate six months of standard-of-care osteoporosis management following the completion of the Phase 3 Clinical Trial, or the Extension Study, and, upon completion of this initial six months, an additional period of 18 months of standard-of-care osteoporosis management, or the Second Extension Period.

In April 2015, we entered into an amendment to the Work Statement NB-3, or the NB-3 Amendment. The NB-3 Amendment was effective as of March 23, 2015 and provides that Nordic will perform additional services, including monitoring of patients enrolled in the Second Extension Period. Payments in cash to be made to Nordic under the NB-3 Amendment are denominated in euros and total up to approximately € 4.1 million ($ 4.5 million).

Payments in cash to be made to Nordic under the Work Statement NB-3 are denominated in both euros and U.S. dollars and total up to € 11.9 million ($ 13.1 million) and $ 1.1 million , respectively. In addition, payments were due to Nordic in connection

with the Work Statement NB-3 pursuant to the Stock Issuance Agreement we entered into with Nordic, as amended and restated on May 16, 2011, and as further amended on February 21, 2013, March 28, 2014, and May 19, 2014. As of June 30, 2016 , services related to the Second Extension Period are ongoing. All obligations due to Nordic in relation to the Extension Study were paid as of September 30, 2015.

We recognize research and development expense for the amounts due to Nordic under the Extension Study and the Second Extension Period ratably over the estimated per patient treatment periods beginning upon enrollment or over a nine-month and nineteen-month period, respectively. We recorded $ 0.9 million and $ 1.2 million for the three months ended June 30, 2016 and 2015 , respectively, and $ 1.9 million and $ 2.6 million for the six months ended June 30, 2016 and 2015 , respectively, for per patient costs incurred.

As of June 30, 2016 , we had a liability of $ 2.7 million reflected in accrued expenses and other current liabilities on the balance sheet resulting from services provided by Nordic under the Second Extension Period, which are payable in cash.

License Agreement Obligations

Abaloparatide

In September 2005, we exclusively licensed the worldwide rights (except for development and commercial rights in Japan) to abaloparatide and analogs from an affiliate of Ipsen Pharma SAS, or Ipsen.

In consideration for the rights to abaloparatide and in recognition of certain milestones having been met to date, we have paid to Ipsen an aggregate amount of $ 4.4 million . The license agreement further requires us to make payments upon the achievement of certain future regulatory and commercial milestones, including upon acceptance of an NDA submission for review by the FDA. The range of milestone payments that could be paid under the agreement is € 10.0 million to € 36.0 million ($ 11.0 million to $ 39.7 million). Following acceptance of our NDA submission for review by the FDA in the second quarter of 2016, we made a milestone payment of €3.0 million ($3.3 million) to Ipsen, which was expensed during the three months ended June 30, 2016. Should abaloparatide be approved and subsequently commercialized, we will be obligated to pay to Ipsen a fixed five percent royalty based on net sales of the product by us or our sublicensees on a country-by-country basis until the later of the last to expire of the licensed patents or for a period of 10 years after the first commercial sale in such country. The date of the last to expire of the abaloparatide patents licensed from or co-owned with Ipsen, barring any extension thereof, is expected to be March 26, 2028. In the event that we sublicense abaloparatide to a third party, we are obligated to pay a percentage of certain payments received from such sublicensee (in lieu of milestone payments not achieved at the time of such sublicense). The applicable percentage is in the low double digit range. In addition, if we or our sublicensees commercialize a product that includes a compound discovered by us based on or derived from confidential Ipsen know-how, we will be obligated to pay to Ipsen a fixed low single digit royalty on net sales of such product on a country-by-country basis until the later of the last to expire of licensed patents that cover such product or for a period of 10 years after the first commercial sale of such product in such country. The license agreement with Ipsen contains other customary clauses and terms as are common in similar agreements in the industry.

Prior to executing the license agreement for abaloparatide with us, Ipsen licensed the Japanese rights for abaloparatide to Teijin Limited, or Teijin, a Japanese pharmaceutical company. Teijin has completed a Phase 2 clinical study of abaloparatide in Japan for the treatment of postmenopausal osteoporosis.

RAD1901

We exclusively licensed the worldwide rights to RAD1901 from Eisai Co. Ltd., or Eisai. Our license with Eisai did not originally include rights for Japan, however, on March 9, 2015, we entered into an amendment to the Eisai Agreement in which Eisai granted us an exclusive right and license to research, develop, manufacture and commercialize RAD1901 in Japan. In consideration for the rights to RAD1901 in Japan, we paid Eisai an initial license fee of $ 0.4 million upon execution of the amendment, which was expensed during the three months ended March 31, 2015.

In consideration for the rights to RAD1901 and in recognition of certain milestones having been met to date, we have paid to Eisai an aggregate amount of $1.9 million. The range of milestone payments that could be paid under the agreement is $ 1.0 million to $ 20.0 million . The license agreement further requires us to make payments upon the achievement of certain future clinical and regulatory milestones. Should RAD1901 be approved and subsequently become commercialized, we will be obligated to pay to Eisai a royalty in a variable mid-single digit range based on net sales of the product on a country-by-country basis, subject to reduction based on the expiration or lapse of the licensed patents, no data protection coverage for the commercial product, and sales of generic products. Unless sooner terminated, our license with Eisai expires on a country-by-

country basis upon (1) the date the last remaining valid claim in the licensed patents expires, lapses or is invalidated in that country, the product is not covered by data protection clauses, and the sales of lawful generic version of the product account for more than a specified percentage of the total sales of all pharmaceutical products containing the licensed compound in that country; or (2) a period of 10 years after the first commercial sale of the licensed products in such country. The latest valid claim is expected to expire, barring any extension thereof, on August 18, 2026. We were also granted the right to grant sublicenses with prior written approval from Eisai. If we sublicense RAD1901 to a third party, we will be obligated to pay Eisai, in addition to the milestones referenced above, a fixed low double digit percentage of certain fees we receive from such sublicensee and royalties in a variable mid-single digit range based on net sales of the sublicensee. The license agreement with Eisai contains other customary clauses and terms as are common in similar agreements in the industry.

Net Operating Loss Carryforwards

As of December 31, 2015 , we had federal and state net operating loss carryforwards of approximately $ 419.5 million and $ 323.0 million , respectively, subject to limitation, as described below. If not utilized, the net operating loss carryforwards will expire at various dates through 2035.

Under Section 382 of the Internal Revenue Code of 1986, or Section 382, substantial changes in our ownership may limit the amount of net operating loss carryforwards that could be used annually in the future to offset taxable income. We have completed studies through December 31, 2015, to determine whether any ownership change has occurred since our formation and have determined that transactions have resulted in two ownership changes, as defined under Section 382. There could be additional ownership changes in the future that could further limit the amount of net operating loss and tax credit carryforwards that we can utilize.

A full valuation allowance has been provided against our net operating loss carryforwards and other deferred tax assets, as the realization of the deferred tax asset is uncertain. As a result, we have not recorded any federal or state income tax benefit in our statement of operations.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements or any relationships with unconsolidated entities of financial partnerships, such as entities often referred to as structured finance or special purpose entities.

New Accounting Standards

See note 2, *Basis of Presentation and Significant Accounting Policies — Accounting Standards Updates* and *Basis of Presentation and Significant Accounting Policies,* in “Notes to Condensed Consolidated Financial Statements,” for a discussion of new accounting standards.

Item 3. Quantitative and Qualitative Disclosure about Market Risk.

We are exposed to market risk related to changes in the dollar/euro exchange rate because a portion of our development costs are denominated in foreign currencies. We do not hedge our foreign currency exchange rate risk. However, an immediate 10% adverse change in the dollar/euro exchange rate would not have a material effect on financial results.

We are exposed to market risk related to changes in interest rates. As of June 30, 2016 , we had cash, cash equivalents and short-term marketable securities of $ 400.9 million , consisting of cash, money market funds, domestic corporate debt securities, domestic corporate commercial paper, and asset-backed securities. This exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our investments are in marketable securities. Because our marketable securities are short-term in duration, and have a low risk profile, an immediate 10% change in interest rates would not have a material effect on the fair market value of our portfolio. We generally have the ability to hold our investments until maturity, and therefore we would not expect our operating results or cash flows to be affected to any significant degree by a change in market interest rates on our investments. We carry our investments based on publicly available information. As of June 30, 2016 , we do not have any hard-to-value investment securities or securities for which a market is not readily available or active.

We are not subject to significant credit risk as this risk does not have the potential to materially impact the value of assets and liabilities.

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on this evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of June 30, 2016 .

Changes in Internal Control over Financial Reporting

There have not been any changes in our internal control over financial reporting during the three months ended June 30, 2016 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II— OTHER INFORMATION

Item 1. Legal Proceedings.

None.

Item 1A. Risk Factors.

In addition to the other information set forth in this report, you should carefully consider the risk factors discussed in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2015 , which could materially affect our business, financial condition or future results.

There were no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 25, 2016.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

A list of exhibits is set forth on the Exhibit Index immediately following the signature page of this Quarterly Report on Form 10-Q, and is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

RADIUS HEALTH, INC.

By: /s/ Robert E. Ward

Robert E. Ward
President and Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2016

By: /s/ B. Nicholas Harvey

B. Nicholas Harvey
Chief Financial Officer
(Principal Accounting and Financial Officer)

Date: August 4, 2016

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Restated Certificate of Incorporation, filed on June 11, 2014	8-K	001-35726	3.1	6/13/2014	
3.2	Amended and Restated By-Laws	8-K	001-35726	3.2	6/13/2014	
10.1 †	Supply Agreement, dated June 23, 2016 and effective as of September 30, 2015, by and between the Company and Ypsomed AG					*
10.2 †	Commercial Supply Agreement, dated June 28, 2016 and effective as of January 1, 2016, by and between the Company and Vetter Pharma International GmbH					*
10.2(a) †	Quality Agreement, dated July 28, 2016, by and between the Company and Vetter Pharma-Fertigung GMBH & Co. KG					*
10.3 †	Change Order Form #29, dated June 24, 2016, to Fifth Amendment to Development and Clinical Supplies Agreement, dated December 14, 2012 and effective as of November 30, 2012, by and among the Company and 3M Co. and 3M Innovative Properties Co., as amended					*
10.4 †	Change Order Form #30, dated June 24, 2016, to Fifth Amendment to Development and Clinical Supplies Agreement, dated December 14, 2012 and effective as of November 30, 2012, by and among the Company and 3M Co. and 3M Innovative Properties Co., as amended					*
10.5 †	Change Order Form #31, dated June 24, 2016, to Fifth Amendment to Development and Clinical Supplies Agreement, dated December 14, 2012 and effective as of November 30, 2012, by and among the Company and 3M Co. and 3M Innovative Properties Co., as amended					*
10.6 †	Change Order Form #32, dated July 22, 2016, to Fifth Amendment to Development and Clinical Supplies Agreement, dated December 14, 2012 and effective as of November 30, 2012, by and among the Company and 3M Co. and 3M Innovative Properties Co., as amended					*
31.1	Certification of Chief Executive Officer pursuant to Exchange Act Rule 13a-14(a)/15d-14(a)					*
31.2	Certification of Chief Financial Officer pursuant to Exchange Act Rule 13a-14(a)/15d-14(a)					*
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
101.INS	XBRL Instance Document					*
101.SCH	XBRL Taxonomy Extension Schema Document					*

101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document	*
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document	*
101.LAB	XBRL Taxonomy Extension Label Linkbase Document	*
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document	*

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* Filed herewith.

** Furnished herewith.

† Confidential treatment has been requested with respect to certain portions of this exhibit, which portions have been filed separately with the Securities and Exchange Commission.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

SUPPLY AGREEMENT

effective as of September 30, 2015 (" **Effective Date** ")

between

Radius Health, Inc. , a Delaware corporation having an address of 950 Winter Street, Waltham, MA 02451 USA

- " **Radius** " -

and

Ypsomed AG, Brunnmattstrasse 6, CH-3401 Burgdorf, Switzerland

- " **Ypsomed** " –

For Disposable Injection Pens for the Administration of Radius's Abaloparatide

Preamble

a) Radius and Ypsomed have entered into a Mutual Confidentiality Agreement effective date as of January 18, 2013 (hereinafter " **Confidentiality Agreement** ") and, under such Confidentiality Agreement, have discussed the potential use of Ypsomed's injection systems for use with Radius' drugs; and

b) Radius develops and manufactures a novel synthetic peptide analog of human parathyroid hormone-related protein , a naturally-occurring bone building hormone known as abaloparatide or BA058 for its drug development programmes as well as for commercial supply;

c) Radius and Ypsomed have entered into a Development & Clinical Supply Agreement effective as of July 1, 2014, under which Ypsomed has customized a specific version of Ypsomed's UnoPen ™ injection device for Radius' abaloparatide cartridges (" **Development & Clinical Supply Agreement** ") , and

d) The Parties now wish to agree on the terms and conditions of the industrialization and the commercial supply of the customized UnoPen ™ injection device.

Now, therefore, in consideration of the above, the Parties agree as follows:

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

1. Definitions

"Affiliate"	shall mean any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control of Radius or Ypsomed. For the purpose of this Agreement, "control" shall mean the direct or indirect ownership of fifty percent (50%) or more of the outstanding shares or other voting rights of the subject entity for the election of directors (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction), and (b) in the case of non-corporate entities, the direct or indirect power to manage, direct or cause the direction of the management and policies of the non-corporate entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.
"Agreement"	shall mean this Supply Agreement, together with all Appendices, as amended or modified from time to time in accordance with the terms hereof.
"Appendix", "Appendices"	shall mean the addenda, exhibits, schedules and/or supplements to this Agreement, as amended or modified from time to time in accordance with the terms hereof.
"Applicable Laws"	shall mean applicable statutes, laws and regulations relevant to the Parties' business or to the development services and the manufacture of the Component Sets for use within the Territory, including without limitation cGMP; FDA 21 CFR Part 820; European Council Directive 93/42/EEC; ISO 13485:2003; ISO 14971:2007, those relating to anti-corruption and anti-bribery, and any additional, successor or replacement statutes, laws and regulations thereto, which come into effect during the term of this Agreement.
"Authority"	shall mean the Food and Drug Administration ("FDA") in the United States, the European Medicines Agency EMEA in Europe, and/or the applicable equivalent regulatory agency or entity, governmental or non-governmental, having the responsibility, jurisdiction and authority for the grant of Authorizations in any jurisdiction in the Territory.
"Authorizations"	shall mean the authorizations for the manufacture, labeling, packaging, importation, promotion, marketing, offer to sell, sale, distribution and use of the Pens or the BA058 Devices respectively in the Territory, and any amendments or modifications thereto.
"BA058"	shall mean the active pharmaceutical ingredient known as abaloparatide or BA058, a novel synthetic peptide analog of human parathyroid hormone-related protein, a naturally-occurring bone building hormone intended to treat osteoporosis.
"BA058 Device"	shall mean the customized UnoPen ™ for the injection of a drug product solution containing BA058 consisting of the Components, a cartridge of BA058 and accessories, if any, as such BA058 Device is further defined in the Specifications.
"Business Year"	shall mean the 12-month period starting with Delivery Start Date (as defined hereunder) and each successive 12-month period.

"cGMP"	shall mean current good manufacturing practices and regulations applicable to the services provided by Ypsomed, including those methods to be used in and the facilities or controls to be used for the development, customization, manufacture, testing, processing, packaging, labeling and storage of Components as specified in the Medical Device Directive 93/42/EEC, ISO 13485, as amended or modified from time to time.
"Components"	shall mean the individual parts and subassemblies of Ypsomed's customized UnoPen ™, as they are described in the Specifications and manufactured and supplied by Ypsomed hereunder.
"Component Set"	shall mean a complete package of all Components for use by Radius or its designee to assemble the BA058 Device.
"Confidentiality Agreement"	shall mean the Confidentiality and Non-Use Agreement between Radius and Ypsomed with an effective date of 18 January 2013.
Defect	shall mean any Component's or Component Set's failure (i) to have been manufactured in accordance with this Agreement, including, without limitation, cGMP in effect at the time of manufacture, or (ii) to conform to the Specifications in effect at the time of manufacture.
"Delivery"	shall mean the delivery of Component Sets to Radius' designated carrier, according to the terms of this Agreement FCA Ypsomed's manufacturing site in Switzerland (Incoterms 2010).
"Delivery Start Date"	shall mean the date of Delivery of the first commercial batch of Component Sets after obtainment of Radius' first Authorization for the Pen or the BA058 Device respectively in one country belonging to the Territory. However, regardless of the first sentence of this paragraph, the Delivery Start Date shall be deemed to be set at latest on [*].
"Effective Date"	shall mean the date first above written.
"Hidden Defect"	shall mean any Defect which has not been or could not have been identified through reasonably diligent and adequate inspection and testing according to Section 10.1.
"Industrialization Project"	shall mean the project work to be carried out by Ypsomed with the support of Radius for the industrialization in order to initialize the commercial supply of the Component Sets as set forth in this Agreement, including **Appendix 1** , up to and including the Delivery of the first commercial batch of Component Sets to Radius.
"Initial Term"	shall have the meaning set out in Section 23.1.
"Intellectual Property Rights "	shall mean any and all rights in intellectual property, including, without limitation, any inventions, discoveries, know-how, trade secrets, trade names (registered or not) and works of authorship reduced to a tangible medium of expression, including, without limitation, technical data and software, industrial and other design rights, patents, trademarks, copyrights, database rights, and/or any other intangible value protectable pursuant to any jurisdiction and/or applicable laws whatsoever in all territories of the world, including any and all applications or registrations for any of the foregoing.
"Party", "Parties"	shall mean Radius and/or Ypsomed.
"Pen", "Pens"	shall mean a customized version of the UnoPen ™, as described in the Specifications and manufactured and supplied by Ypsomed hereunder, to be final assembled and marketed by Radius, including pre-commercial models thereof.
"Purchase Price"	shall mean the prices for Component Sets set out in **Appendix 3** .

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

"Quality Agreement"	shall mean the separate quality agreement established between the Parties as amended or modified from time to time in accordance with the terms hereof.
"UnoPen ™"	shall mean the technical platform of a disposable pen injection system developed by Ypsomed for the injection of the content of a prefilled cartridge.
"Subsequent Term"	shall have the meaning set out in Section 23.1.
"Specifications"	shall mean the requirements with which the Components and Component Sets must conform, as well as relevant requirements regarding the assembled BA058 Device, all as further described in **Appendix 2** .
"Territory"	shall mean shall mean the USA, the European Union and Switzerland. Further countries may be included upon mutual agreement and in accordance with Section 4.8.

2. Appendices

2.1 The following Appendices are incorporated into this Agreement by this reference:

No.....	Appendix	Subject/Content (inter alia)
1	Industrialization Project	Deliverables, due dates, costs, payment milestones
2	Specifications	Specifications for Components and/or Component Sets
3	Commercial Terms	Capacity reservation, forecast and ordering procedure, Purchase Prices, minimum purchase quantities

2.2 **Order of Precedence.** In the event of a conflict between this Agreement, the attached Appendices and/or the Quality Agreement, the following interpretation rule shall apply: in matters relating to the business, financial and legal obligations of the Parties the Supply Agreement shall prevail. In matters relating to quality management and reporting obligations, the Quality Agreement shall prevail.

3. Amendments and/or Modifications

3.1 Either Party may at any time recommend an amendment and/or modification to this Agreement or the Appendices. Amendments and/or modifications to this Agreement or the Appendices shall only be effective upon a signed written agreement between the Parties. The Appendices shall be subject to version control to document any changes to them, but amendments to Appendix 2 and Appendix 3 shall not require an amendment to this Agreement.

3.2 Ypsomed shall not make any changes to the Specifications (**Appendix 2**) without the prior written consent of Radius, which agreement shall not be unreasonably withheld. It shall not be unreasonable for Radius to withhold consent if such change would significantly impact regulatory approvals for the BA058 Device in the Territory. Radius shall not reject changes to the Specifications proposed in order to comply with this Agreement, with Applicable Laws or with any other documented requirement of an Authority or which are due to a modification of the UnoPen ™ demonstrated to Radius' reasonable satisfaction to be necessary. The requirements and the procedure for change control are set out in the Quality Agreement.

3.3 The Specifications are not physically attached to this Agreement, since they are kept in the Design History File (DHF), which is maintained at Ypsomed's premises. Ypsomed shall provide Radius with a copy of current Specifications.

4. Industrialization Project and Commercial Supply

4.1 The services and deliverables required under the Industrialization Project in order to initialize the Commercial Supply are set out in **Appendix 1** together with due dates for their performance or Delivery. The Parties shall perform and deliver according to the terms of this Agreement.

4.2 The costs for the services to be performed and the deliverables to be provided by Ypsomed under the Industrialization Project are set out in **Appendix 1** .

4.3 Subject to the terms of this Agreement, Radius shall purchase Component Sets from Ypsomed and Ypsomed shall supply Radius with Component Sets. Radius

undertakes to use commercially reasonable efforts to obtain regulatory approval for, promote, import, advertise, distribute, offer for sale and sell the BA058 Device in the Territory.

4.4 Ypsomed retains all rights to promotion, import, advertisement, distribution, offering for sale and sale in the Territory of the UnoPen ™ and/or customized variations thereof as well as other disposable injection systems to itself, its customers or distributors; provided, however, that during the Term, Ypsomed shall not promote, import, advertise, distribute, offer for sale and sell in the Territory the Pen to any party other than Radius or, upon Radius' prior written approval, to Radius' designees.

4.5 The commercial terms for the supply of Component Sets are set out in **Appendix 3** .

4.6 During the term of this Agreement, Radius shall purchase the Component Sets [*] at the Purchase Price set out in **Appendix 3** . Commencing on January 1, 2017and not more frequently than once per year, the Purchase Prices shall be subject to adjustments according to [*], provided however that adjustments (whether an increase or decrease) shall not exceed [*] in any given twelve (12) month periods.

4.7 During the term of this Agreement, other than in the event of a failure to supply imputable to Ypsomed, Radius shall order at least the minimum purchase quantities of Component Sets set out in **Appendix 3** . If Radius does not order the minimum purchase quantities pursuant to the terms and conditions of this Agreement, Radius shall pay Ypsomed at the end of each Business Year the difference between the amounts that would be due to Ypsomed if the minimum purchase quantities for Component Sets for the relevant Business Year had been ordered and the amounts actually paid for Component Sets ordered in such Business Year.

4.8 The Parties - each for its obligations under this Agreement - shall comply with all Applicable Laws in the Territory. Radius has the right to reasonably request Ypsomed to comply with any applicable laws other than those of the Territory as such laws are identified and deviate from the laws in the Territory and their requirements communicated in writing by Radius to Ypsomed. In the event of any additional, successor or replacement applicable laws affecting Ypsomed's performance under this Agreement (including, without limitation, in respect of costs, timelines, facilities, equipment, processes, materials or systems), Ypsomed shall have the right to request and the Parties shall negotiate an amendment and/or modification pursuant to Section 3.

5. Engagement of Subcontractors and Designees & Final Assembly Packaging

5.1 Ypsomed shall be entitled to engage subcontractors, provided that Ypsomed shall not be relieved from its obligations hereunder and that it assumes full liability for the performance and all acts and/or omissions of its subcontractors as if they were its own performance and acts and/or omissions. Ypsomed shall ensure that each subcontractor is bound by agreements that are consistent with the applicable provisions of this Agreement.

5.2 Ypsomed shall deliver the Component Sets in bulk packaging as set out in **Appendix 2** . Radius shall be responsible for the final assembly and packaging of the BA058 Device. Radius shall be entitled to engage designees for final assembly, provided that Radius shall not be relieved from its obligations hereunder and that it assumes full liability for the performance and all acts and/or omissions of its designees as if they

were its own performance and acts and/or omissions. Radius shall ensure that each designee is bound by agreements that are consistent with the applicable provisions of this Agreement.

5.3 The Parties agree that the course of the Industrialization Project may require Ypsomed and its subcontractors, respectively and Radius' designees to discuss aspects of the Industrialization Project with each other, e.g., in respect of designee's final assembly of the Component Set into the BA058 Device. For such purpose, Ypsomed and its subcontractors, respectively and Radius' designee may directly disclose and receive Ypsomed's or Radius' Confidential Information to and from each other pursuant to the terms of this Agreement in each case solely to the extent necessary to meet its obligations under this Agreement. Each Party shall ensure that its designee or its subcontractors respectively are bound by appropriate confidentiality obligations no less stringent than the ones set out in this Agreement. For clarity, no Confidential Information of Vetter Pharma International GmbH (“ **Vetter** ”) may be disclosed to any third party except as consistent with the terms of the Confidentiality Agreement between Ypsomed, Vetter and Radius dated 18 June 2014.

6. Final Assembly & Packaging

6.1 Ypsomed shall deliver the Pens in bulk packaging as set out in **Appendix 2** . Radius and/or Radius' designees shall be responsible for the final assembly of the Pen with a prefilled cartridge of Radius’ BA058 as well as for the packaging of the BA058 Devices. Ypsomed will provide reasonable technical assistance for the final assembly process to Radius or its designees to the extent mutually agreed. For that purpose, Ypsomed may send specialized technical personnel to Radius or its designee and allow Radius or its designee to visit Ypsomed's facilities. Radius will reimburse Ypsomed for reasonable and actual documented costs and expenses incurred by Ypsomed in providing such technical assistance, as agreed upon in writing beforehand.

7. Payment

7.1 All costs and prices invoiced under this Agreement are specified in Swiss Francs (CHF). All payments due to Ypsomed by Radius under this Agreement are expressed as net amounts and Radius shall be liable to pay any taxes and duties, if any (other than taxes based upon the income of Ypsomed).

7.2 Unless otherwise indicated in Appendix 1 or Appendix 3, Radius shall make payments to Ypsomed under this Agreement in immediately available funds to the bank account designated by Ypsomed from time to time, within 30 days from date of invoice, provided no invoice may be dated prior to the date on which it is delivered to Radius. In the event the date of invoice is a date prior to the date on which the invoice is delivered to Radius, Radius shall have 30 days from the date of receipt to make payment.

7.3 Any payments due hereunder which are not made within ten (10) working days of the due date that such payments are due shall be subject to default interest of one per cent (1%) per thirty (30) day period on the unpaid amount until paid in full, provided that no interest shall be payable on any amount due which Radius in good faith disputes. Notwithstanding any right to terminate this Agreement for Radius's material breach as set out in Section 22.2, Ypsomed shall be entitled to withhold all further

deliveries of Pens until payment of all outstanding and past due amounts, not disputed by Radius in good faith, is made in full.

8. Forecasts and Purchase Orders

8.1 It is understood that Radius's requirements for Component Sets have an influence on the continuity and stability of the production, Ypsomed's manufacturing schedule and resource planning. During the term of this Agreement, Radius shall therefore regularly inform Ypsomed about its estimated requirements for Component Sets and provide Ypsomed with forecasts. Details of such forecasts and the quantities to be manufactured and supplied by Ypsomed based on these forecasts are set out in **Appendix 3** .

8.2 Radius shall submit its purchase orders to Ypsomed according to the procedure and within the lead times set out in **Appendix 3** .

8.3 In the event of any conflict between purchase orders submitted by Radius and this Agreement, this Agreement shall prevail, unless Ypsomed expressly approves such conflict in writing.

8.4 Ypsomed shall confirm each purchase order in writing within ten (10) working days of receipt, provided that Radius has submitted the purchase order in accordance with the terms of this Agreement. If Ypsomed is unable to meet the requested date of Delivery Ypsomed shall so notify Radius and provide to Radius an alternative date of Delivery; provided that such alternative date of Delivery shall be timely as close as possible to Radius' requested date of Delivery.

9. Delivery

9.1 Ypsomed shall deliver the number of Component Sets set out in Ypsomed's order confirmation, provided that overdelivery or underdelivery of five percent (5%) shall be allowed. Component Sets shall be delivered to the agreed place of Delivery set out in **Appendix 3.** Unless otherwise indicated in **Appendix 3** , Component Sets shall be delivered FCA Ypsomed's manufacturing facility in Switzerland (Incoterms 2010).

9.2 Ypsomed shall notify Radius of any expected delay in Delivery and will use commercially reasonable efforts to effect Delivery as quickly as possible. The Parties shall, if reasonably requested by a Party, renegotiate the date(s) of Delivery of all placed purchase orders following the delayed purchase order. Subject to Radius' prior written consent in each instance, not to be unreasonably withheld, Ypsomed may send partial deliveries to maintain continuous supply.

9.3 Subject to receipt of payment in accordance with **Appendix 3,** Ypsomed will deliver and convey good title to such Component Sets to Radius on the date of Delivery, free and clear of any lien or encumbrance. For avoidance of doubt, at no time will Ypsomed allow the Component Sets to be subject to any third party lien or encumbrance.

10. Inspection, Notification of Defects

10.1 Upon receipt of a lot of Component Sets, Radius shall ensure that prompt inspections are carried out of the lot of Component Sets for conformity to the Specifications, including, without limitation, inspections relating to identity, quantity, transport damage and accompanying Delivery documents. Any Component Sets not rejected within thirty (30) days from their arrival at Radius's designated premises shall be deemed

accepted by Radius. In the event Radius rejects any Component Sets, Radius shall identify such Component Sets thereof and their date of Delivery and provide Ypsomed with a report (including photos) on the nature of the alleged Defect. Radius shall hold any such Component Sets for inspection by Ypsomed or, at Ypsomed's request, shall return such Component Sets and/or BA058 Device to Ypsomed.

10.2 If at any time within a period of the sooner of twelve (12) months from the date of first use of the BA058 Device by the patient, but in no event later than twenty-four (24) months after Delivery of the Component Set to Radius, an alleged Hidden Defect is discovered, Radius shall promptly, no later than within fifteen (15) days from its discovery, notify Ypsomed of its discovery. Radius shall identify such Component Sets and their date of Delivery and provide Ypsomed with a report (including photos when applicable) on the nature of the alleged Hidden Defect. Radius shall hold any such Component Set or BA058 Device retrieved for inspection by Ypsomed or, at Ypsomed's request, shall return such Component Set and/or BA058 Device to Ypsomed.

11. Remedy and Liability for Defects

11.1 In the event of a Defect or Hidden Defect, notified to Ypsomed within the agreed time period under Section 10.1 or Section 10.2 and accepted by Ypsomed or confirmed by an independent laboratory pursuant to Section 11.3, and subject to Section 12.2, at Radius' election, Ypsomed shall either replace such Component Sets free of charge or, credit or refund to Radius the net amount actually paid for any such Component Sets.

11.2 The product warranty provided in Section 12.1 and the remedy provided in Section 11.1 shall be the sole and exclusive warranty of Ypsomed and remedy of Radius, and, to the extent permitted by law, Ypsomed excludes all other warranties and remedies, express or implied, whether by law, in any communication with Radius, or otherwise, regarding the Component Sets.

11.3 In the event the Parties should not agree as to whether or not a Component Set and/or BA058 Device has a Defect or Hidden Defect respectively, the Parties shall select an independent laboratory which shall test such Component Sets, BA058 Device or Component Set lot. The Party whose position does not prevail upon such laboratory testing shall pay the costs invoiced by such laboratory.

12. Warranties by Ypsomed

12.1 **Product Warranty** . Subject to Section 12.2, Ypsomed hereby represents and warrants to Radius that the Component Sets delivered by Ypsomed to Radius hereunder will have been manufactured in accordance with this Agreement, including, without limitation, cGMP in effect at the time of manufacture, and will, as of the date of Delivery, conform to the Specifications in effect at the time of manufacture.

12.2 **Warranty Limitation.** The warranty under Section 12.1 and Radius's remedy under Section 11.1 shall not apply to, and shall be void in respect of, Component Sets that have been modified or altered in any manner by anyone other than Ypsomed or not authorized by Ypsomed, or to Defects or Hidden Defects caused (i) by the use or operation of the Component Sets in an application or environment other than that intended hereunder or recommended by Ypsomed; (ii) by Radius' or a third party's accident, negligence, misuse or other causes other than normal use; or (iii) by final assembly and packaging, transport, warehousing, storage, use or handling of the

Component Sets in any manner inconsistent with this Agreement, including, without limitation, the Specifications.

12.3 [*].

[*]

13. Warranties by Radius

13.1 Radius warrants that all Component Sets shall be transported, warehoused, stored, processed, handled and marketed by Radius and its distributors in accordance with this Agreement, including, without limitation, the Specifications, and all Applicable Laws. Radius further warrants that it will not put on the market any Component Sets or BA058 Device respectively that , to its knowledge, has known or assumed defects nor shall Radius put on the market any Component Sets or BA058 Device that, to its knowledge, does not conform to the various applicable specifications or Applicable Laws covering the Component Sets.

13.2 Radius warrants that all advertising and promotional materials as well as user manuals and other information, instructions and directions of use provided by Radius and relating to safety and risk issues, use, transport, handling, and storage of the Component Sets shall comply with this Agreement, including, without limitation, the Specifications, and all Applicable Laws.

13.3 Radius warrants that before manufacture, packaging, promotion, labeling, marketing, supply, import, offer to sell, sale, distribution or use of the Component Sets or BA058 Device respectively, Radius will perform any risk analyses required by Applicable Laws related to BA058 and the Component Sets and will continue to perform such analyses as long as required by Applicable Laws. Ypsomed will support Radius as set out in the Quality Agreement.

14. Mutual Warranties

14.1 Each Party further represents and warrants to the other Party that:

(i) it has the full power and right to enter into this Agreement and that there are no outstanding agreements, assignments, licenses, encumbrances or rights of any kind held by other parties, private or public, that impede each Party to enter into this Agreement,

(ii) the execution and delivery of this Agreement by it has been authorized by all requisite corporate or company action and this Agreement is and will remain a valid and binding obligation of Ypsomed, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors,

(iii) to the best of its knowledge it, its Affiliates, approved subcontractors, and each of their respective officers and directors, as applicable, and any person used by it, its Affiliates or approved subcontractors to perform services under this Agreement have not been debarred and are not subject to a pending debarment pursuant to section 306 of the United States Food, Drug and Cosmetic Act, 21 U.S.C. § 335a. Each Party will notify the other Party immediately if it, its Affiliates, or approved subcontractors, or any person used to perform services under this Agreement, or any of their respective officers or directors, as applicable, is subject to the foregoing;

14.2 Each Party further represents and warrants to the other Party that it will conduct the business contemplated herein in a manner which is consistent with both Applicable Laws and good business ethics and in accordance with its respective Code of Conduct. In performing under this Agreement, each Party and its employees and agents (a) will not offer to make, make, promise, authorize or accept any payment or giving anything of value, including, without limitation, 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 (b) will comply with all anti-corruption and anti-bribery laws and regulations applicable in the countries where the Parties and their Affiliates have their principal places of business. Each Party warrants that none of its or its Affiliates' officers, directors, partners, owners, principals, employees or agents is an official or employee of a governmental agency or instrumentality or a government owned company in a position to influence action or a decision regarding its activities contemplated in this Agreement.

In the event that Radius has reason to believe based on good grounds and assessed in good faith that a breach of this Section 14.2 by Ypsomed or its Affiliates has occurred or may occur, Radius is entitled to audit Ypsomed and its Affiliates, which will fully cooperate in connection with any such audit. Ypsomed will promptly notify Radius in the event of any government investigation or inquiry related to compliance with anti-corruption or anti-bribery laws and will allow Radius to participate in the event it relates to services under this Agreement.

Each Party will notify the other Party immediately upon becoming aware of any breach of its obligations under this Section 14.2. Breach of this Section 14.2 shall be deemed a material breach and shall allow the non-breaching Party to terminate this Agreement pursuant to Section 23.2.

15. Quality Management System

15.1 Ypsomed shall (i) maintain a quality management system, (ii) develop the Component Sets and (iii) generate and maintain the compilation of records of the manufacture, testing, processing, packaging, labeling, and storage of the Component Sets in accordance with the Quality Agreement. Reference is made to Section 26.7 for the language of such records.

15.2 Ypsomed will participate in and support Radius in all required actions in respect of Radius's medical device vigilance systems, including, without limitation, support in respect of initial reporting and corrective action, as set out in the Quality Agreement or required by law.

15.3 Ypsomed shall allow Radius (and, if requested by Radius, its notified body) to audit Ypsomed's manufacturing facilities to assure compliance with this Agreement, including the Quality Agreement. In the event of a routine audit, the notice period shall be minimum sixty (60) days. The Parties shall agree upon the subjects and procedures in a timely manner before the audit. Further details of such audits are set out in the Quality Agreement. Audits may take place every two (2) years after market launch at most. In case Radius wishes to conduct more routine audits than those permitted under the prior sentence, Radius shall pay the reasonable costs incurred by Ypsomed for any such additional routine audit. Ypsomed shall permit Radius to conduct additional for-cause audits, as necessary, i.e., audits that focus on the cause(s) of a specific problem regarding Ypsomed's performance under this Agreement. Ypsomed agrees to cooperate with any inspection of Radius's facilities by Authorities,

as far as such regulatory inspection is required to apply for and/or maintain Authorizations.

15.4 Any costs and expenses incurred by Radius in respect of audits pursuant to Section 15.3 shall be borne by Radius itself. Subject to Section 15.3, Ypsomed shall bear its own costs and expenses in respect of such audits. All information obtained by Radius in any audit (including, without limitation, the findings and results related thereto but excluding all Confidential Information of Radius) shall be deemed to be Ypsomed's Confidential Information that may not be shared with any third parties, except as required by law or by an Authority or court of competent jurisdiction or as otherwise permitted under this Agreement (which permitted uses include, for clarity, use in regulatory filings for Authorizations, provided however that Radius shall not be authorized to [*]).

16. Authorizations

16.1 Radius shall be solely responsible for applying for Authorizations for the BA058 Device and shall be the sole owner of such Authorizations in the Territory. The costs for such applications and Authorizations shall be borne by Radius. Radius shall be responsible for all communications with Authorities.

16.2 For the purposes of Sections 16.3 and 16.4, Radius shall use reasonable efforts to notify Ypsomed in a timely manner about its application schedule for Authorizations and any updates thereto. Radius shall use reasonable efforts to regularly inform Ypsomed about the expected times for obtaining the Authorizations and notify Ypsomed in writing about any Authorizations obtained.

16.3 Ypsomed shall use reasonable efforts to provide Radius or, at Radius' request, Authorities in the Territory with any data and information (in English, at no additional cost to Radius) relating to Ypsomed's performance under this Agreement, which is necessary to apply for and/or maintain Authorizations in the Territory.

16.4 Ypsomed agrees to cooperate with any inspection of Ypsomed's facilities by Authorities, as far as such regulatory inspection is required to apply for and/or maintain Authorizations.

16.5 Any provision in this Agreement, including, without limitation, in the Quality Agreement (**Appendix 3**), giving Radius the right to access, control, check or receive documents from Ypsomed or to visit or audit Ypsomed's premises, shall be interpreted as covering all necessary documents and information relevant to the Components but excluding trade, operating and/or business secrets of Ypsomed and/or its subcontractors. If documents or information containing such trade, operating and business secrets are required for (i) Radius' certification by an Authority, (ii) applying for and/or maintaining Authorizations in the Territory, (iii) risk evaluation by an Authority or (iv) market surveillance by an Authority, the document or information will be disclosed only to the relevant Authority. Ypsomed shall inform Radius of any information directly submitted to Authorities, and Ypsomed shall be responsible for any updates and annual reports required by such Authorities in respect of such information.

16.6 Ypsomed shall bear all Ypsomed's costs in respect of Ypsomed's activities of providing data and information as set out in Section 16.3, Section 16.4 and Section 16.5, provided such costs are administrative costs of Ypsomed. To the extent such costs are not administrative costs (e.g., costs for the undertaking of further technical studies, tests or experiments, costs for translation of or costs for compiling additional

documents), Radius shall pay the respective costs, except as otherwise agreed upon in writing. For one (1) regulatory inspection every two years pursuant to Section 16.4, Ypsomed shall bear its own costs. Radius shall pay the reasonable costs incurred by Ypsomed for regulatory inspections under Section 16.4 in excess of one (1) every two years, except if such inspection is for-cause.

17. Patient Complaints and Recalls

17.1 As between the Parties, Radius shall have the sole responsibility for resolving patient complaints and for handling incidents and recalls in respect of the BA058 Device.

17.2 All patient complaints in respect of the BA058 Device will be evaluated initially by Radius. In case of any complaint requiring a technical investigation, Radius shall forward the complaint and the BA058 Device to Ypsomed. Ypsomed shall use best efforts to analyse the cause of any failure.

17.3 Ypsomed shall provide Radius with a report on any analysis under Section 17.2 in a timely manner, wherever practicable within twenty (20) working days from receipt of the complaint and the BA058 Device, if available. If the nature of the complaint is a potentially critical failure, Ypsomed shall provide an interim report as soon as reasonably possible and inform Radius regularly with an update of its progress in respect of the analysis.

17.4 In the event Radius intends to submit documents or information to any Authority with respect to specific processes performed solely at Ypsomed, when practicable, Radius shall inform Ypsomed about such intention in advance. If possible with respect to the timing, Ypsomed shall have a right to approve the submission in writing, such approval not to be withheld, delayed or conditioned unreasonably.

17.5 If Ypsomed is contacted by a patient or becomes aware of a complaint in respect of the Components through other means, Ypsomed shall forward the information without delay to Radius for Radius' evaluation and response.

17.6 If Radius plans a recall in respect of the BA058 Device, Radius shall notify Ypsomed promptly of the details regarding such recall, including, without limitation, providing copies of all relevant documentation concerning such recall in respect to the Components. As far as the Components are concerned, Ypsomed shall cooperate with Radius in any such recall, and provide relevant information in respect of Ypsomed's performance under this Agreement. All regulatory contacts that are made and all activities concerning such recall will be initiated and coordinated by Radius with Ypsomed’s involvement and assistance, as such assistance is reasonably requested by Radius.

18. Intellectual Property Rights

18.1 Any and all Intellectual Property Rights in existence prior to the Effective Date or developed during the period of this Agreement but otherwise than in the course of performance of the Industrialization Project shall, as between the Parties, remain the sole and exclusive property of the Party that brings such rights to this Agreement.

18.2 Ypsomed shall be the sole and exclusive owner of any Intellectual Property Rights created or developed by or on behalf of either Party in conducting its activities under the Industrialization Project to the extent they relate to [*] including, without limitation, [*]. Ypsomed shall be solely entitled to legally protect these intangible rights and shall bear all related costs.

18.3 Radius shall be the sole and exclusive owner of any Intellectual Property Rights created or developed by or on behalf of either Party in conducting its activities under the Industrialization Project to the extent they relate to BA058. Radius shall be solely entitled to legally protect these intangible rights and shall bear all related costs.

18.4 Ypsomed grants to Radius a royalty-free and non-exclusive license in respect of the Ypsomed Intellectual Property Rights to the extent required for Radius to fulfil its rights and obligations under this Agreement, including use of the Components Sets for final assembly, and the use of BA058 Device for its promotion, marketing, offer to sell and/or distribution in the Territory, and for no other purpose whatsoever. The license shall not include the right to manufacture or have manufactured the Components nor any right to sub-license except to designees of Radius, as far as such license is required to conduct the assembly of the Component Set respectively into the BA058 Device, or for promotion, marketing, offer to sell and/or distribution activities in respect to the BA058 Device that will be conducted by such designees. The license shall not survive any expiration or termination of this Agreement, provided however that in case a permitted use set out hereunder outlasts the expiration or termination of this Agreements the license shall continue to be effective upon the expiration or termination of this Agreement for such particular use only. For avoidance of doubt, the license shall survive expiration or termination of this Agreement with respect to any and all Component Sets purchased as of the date of expiration or termination until such time as the resulting BA058 Devices have been sold or have expired.

18.5 Ypsomed has established a continuous standard patent surveillance in the Territory concerning the Components and the UnoPen ™. Under this Agreement Ypsomed shall continue to undertake its continuous standard patent surveillance in the Territory concerning the Components and the UnoPen ™. Ypsomed shall notify Radius in writing of patents of third parties it becomes aware of pursuant to its standard patent surveillance undertaken following the Effective Date of this Agreement that may reasonably adversely impact Radius' use of the Components or Component Sets in the BA058 Device in accordance with this Agreement. According to Ypsomed's assessment (of coverage and validity) and reasonable belief, as of the Effective Date, the use of the Components or Component Sets in the BA058 Device in accordance with this Agreement does not infringe the claims of any valid, enforceable third party patents with respect to the UnoPen ™.

18.6 In the event it is established that the Components or Component Sets in BA058 Device infringe such third party's Intellectual Property Rights, the Parties shall mutually agree on the strategy to be followed which may contain one of the following actions: (i) Ypsomed shall redesign to avoid the infringement, at its own cost or (ii) Ypsomed shall procure to obtain a license from such third party for Radius at its own cost. If either of such actions turns out to be commercially impractical due to being a too heavy financial burden on Ypsomed, the Parties agree to discuss in good faith alternative solutions, [*].

19. Disclaimer

19.1 Except as expressly set out in this Agreement in Sections 12 to 14 , neither Party makes any warranties in respect of its activities under this Agreement, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

20. Indemnity and Insurance

20.1 Ypsomed agrees to indemnify, defend and hold harmless Radius, its Affiliates and its and their respective officers, directors, employees, subcontractors, and agents (collectively, the " **Radius Indemnitees** ") against any and all losses, damages, liabilities or expenses (including reasonable attorneys' fees and other costs of defense) (collectively, " **Losses** ") in connection with any and all actions, suits, claims or demands that may be brought or instituted against any Radius Indemnitee by any third party to the extent they arise out of or relate to (a) breach of this Agreement by Ypsomed, including any warranty contained herein, or (b) an Ypsomed Indemnitees' negligence or willful misconduct in performing obligations under this Agreement, except to the extent that such Losses are within the scope of the indemnification obligation of Radius under Section 20.2 (a), (b) or (c).

20.2 Radius agrees to indemnify, defend and hold harmless Ypsomed, its Affiliates and its and their respective officers, directors, employees, subcontractors, and agents (collectively, the " **Ypsomed Indemnitees** ") against any and all Losses in connection with any and all actions, suits, claims or demands that may be brought or instituted against any Ypsomed Indemnitee by any third party to the extent they arise out of or relate to (a) the use of the Component Set (except to the extent that such Losses are within the scope of the indemnification obligation of Ypsomed under Section 20.1(a) or (b)), (b) any breach of this Agreement by Radius, or (c) any Radius Indemnitees' negligence or willful misconduct in performing obligations under this Agreement.

20.3 Each Party agrees that if it is notified by a third party of any claim or potential claim that may give rise to a right of indemnification pursuant to Section 20.1 or Section 20.2, it shall

a) forthwith inform the other Party of such claim or potential claim;

b) take all reasonable steps to prevent judgment by fault or by default being granted in favor of the third party;

c) ensure that the other Party is given the right to conduct proper consultations with the third party in relation to the claim or potential claim; and

d) if appropriate, allow the other party to join in the defense (including, without limitation, settlement, litigation or appeal) of any claim.

20.4 The obligation to indemnify the other Party as set out in Sections 20.1 and 20.2 are subject to Section 21.1 and 21.2 below and shall be limited to damages, losses, liabilities and costs resulting from actions, proceedings or claims notified in writing to the other Party pursuant to Section 20.3 during the term of this Agreement or within four (4) years after termination or expiration of this Agreement.

20.5 Both Parties shall obtain and maintain for the duration of this Agreement and a period of five (5) years thereafter comprehensive liability insurance and other insurance all in amounts and with coverage as required by the jurisdictions in which they operate or as necessary to cover their obligations pursuant to this Agreement. Each Party shall, within ten (10) days of any request from the other Party, provide copies of its insurance policies to the other Party evidencing compliance with this Section.

21. Limitation of Liability

21.1 In no event however, to the extent permitted by the applicable law, shall either Party be liable to the other Party, under this Agreement, in contract, tort (including negligence) or other-wise howsoever, and whatever the cause thereof, for lost profits, goodwill, the cost of BA058 or for

any consequential or indirect damages. This limitation shall apply even where a Party has been advised of the possibility of such damage and notwithstanding the failure of the essential purpose of any limited remedy stated herein.

21.2 However, to the extent permitted by applicable laws and subject to the provisions of this Section 21.2, either party's liability under this Agreement shall be limited to an amount of [*] in any given year, provided, however that such limitation shall not apply with respect to any claim arising from the gross negligence or willful misconduct of such Party.

21.3 The Parties shall each be obliged to mitigate damages.

22. Confidentiality

22.1 It is understood between the Parties that the existing secrecy undertakings, as stipulated in the Confidentiality Agreement have been and shall remain in force with respect to information exchanged thereunder, provided, however, that the period of confidentiality set forth in Section 7(c) of the Confidentiality Agreement shall be extended in duration for five (5) years following the expiration or termination of this Agreement. During the term of this Agreement the Parties may exchange Confidential Information. As used in this Agreement, "Confidential Information" means any scientific, technical, trade or business information, material or data which is given by one Party or its Affiliates or their respective employees or representatives to the other under this Agreement, and which is treated by the disclosing Party as confidential or proprietary or a trade secret, or which is developed by one Party for the other under the terms of this Agreement.

22.2 During the term of this Agreement and thereafter, neither Party nor its employees shall disclose or divulge or use any Confidential Information it may obtain or may have acquired from the other Party in respect of this Agreement or any performance hereunder except as expressly permitted herein. A Party may disclose Confidential Information of the other Party to (a) its Affiliates, and to its and their directors, employees, consultants, and designees or subcontractors in each case who have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restriction on use, and subject to Section 5, and (b) the extent such disclosure is required to comply with Applicable Law *or* the rules of any stock exchange (including NASDAQ) or to defend or prosecute litigation; provided, however, that the recipient provides prior written notice of such disclosure to the discloser and takes reasonable and lawful actions to avoid such disclosure or minimize the degree of such disclosure, including upon the discloser's request, seeking confidential treatment of such Confidential Information. Moreover, Radius may disclose, in each case upon the express prior written consent of Ypsomed only, Confidential Information of Ypsomed relating to the development and/or manufacture of BA058 to entities with whom Radius has (or may have) a marketing and/or development collaboration (with the exclusion of all such entities being a bona fide direct competitor of Ypsomed) or to *bona fide* actual or prospective underwriters, investors, lenders or other financing sources or to potential acquirors of the business to which this Agreement relates, and who in each case have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restrictions on use and for whom Radius shall be liable for any breach of any obligations hereunder.

22.3 Radius agrees not to use Confidential Information disclosed by Ypsomed for any purpose other than conducting the Industrialization Project and as otherwise

permitted under this Agreement, including, without limitation, not to analyze, characterize, modify or reverse engineer any Confidential Information disclosed by Ypsomed or take any action to determine the structure or composition of any Confidential Information disclosed by Ypsomed unless required to perform its obligations or exercise its rights hereunder.

22.4 The receiving Party agrees that any disclosure of Confidential Information will be made only to employees, agents or designees of the receiving Party on a need to know basis; provided that (i) employees, agents or designees are bound by written agreements to maintain in confidence and not use the confidential information under terms at least as restrictive as the terms of this Agreement, and (ii) the receiving Party shall remain liable for any breach by its respective employees, agents or designees of any obligations hereunder

22.5 The foregoing obligations of confidentiality shall not apply to information that the receiving Party can prove by competent written proof:

a) was known to the receiving Party prior to its receipt from the disclosing Party other than through disclosure under the Confidentiality Agreement, or

b) is publicly available prior to receipt from the disclosing Party or subsequently becomes publicly available through no fault of the receiving Party, or

c) is obtained by the receiving Party from a third party who is not under an obligation of confidentiality and has a lawful right to make such disclosures, or

d) is independently developed by or for the receiving Party without use of the disclosing Party's confidential information.

23. Term and Termination

23.1 The term of this Agreement shall commence on the Effective Date and, subject to earlier termination under Sections 23.2 through 23.5 and Section 4.7, this Agreement shall continue in full force and effect from the Effective Date to the beginning of the first Business Year and then, subsequently, for three (3) Business Years. The combination of these two time periods shall be deemed the " **Initial Term** ". The Agreement shall be automatically renewed for successive two (2) year periods (" **Subsequent Terms** ") unless either Party terminates this Agreement by eighteen (18) months' written notice to the other Party prior to the expiration of the Initial Term or any Subsequent Term, as applicable. Eighteen (18) months before expiration of this Agreement, the Parties shall undertake to facilitate the phase out and wind down of the supply.

23.2 This Agreement may be terminated by either Party effective upon thirty (30) days' written notice to the other Party in the event of material breach of this Agreement by the other Party, unless the other Party remedies such material breach within such thirty (30) day period.

23.3 This Agreement may be terminated by either Party effective immediately upon written notice to the other Party (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the other Party's debts, unless such other Party timely contests such proceedings, (ii) upon the other Party's making an arrangement for the benefit of creditors, or (iii) upon the other Party's dissolution or cessation of business.

23.4 This Agreement may be terminated by either Party effective upon thirty (30) days' written notice to the other Party in the event of a change of control of the other Party, (i) where such change of control of Ypsomed could reasonably be expected to adversely affect Radius' rights under this Agreement or (ii) where such change of control of Radius could reasonably be expected to adversely affect Ypsomed's rights under this Agreement, i.e., if such controlling party is a bona fide direct competitor of Radius in the event of (i) or if such controlling party is a bona fide direct competitor of Ypsomed (i.e., a manufacturer of injectable pen devices) in the event of (ii). For the purposes of this Section 23.3, the term " **control** " shall have the same meaning as set out in Section 1 in respect of Affiliates.

23.5 This Agreement may be terminated by Radius, upon thirty (30) days' written notice to Ypsomed, in the event Radius is unable to obtain Authorization, or an Authorization is revoked.

24. Effects of Termination or Expiration

24.1 Termination or expiration of this Agreement shall not relieve either Party of any obligation accruing prior to such termination or expiration, including, without limitation, any breach of such obligation, or from any surviving obligation under this Agreement.

24.2 Each Party shall return or destroy all documents and materials in its possession that contain Confidential Information of the other Party within thirty (30) days after termination or expiration of this Agreement. The receiving Party may retain one copy of documents and materials which contain the disclosing Party's Confidential Information for the purpose of verifying the receiving Party's compliance with its obligations under this Agreement but for no other purpose whatsoever.

24.3 Sections 1, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 22, 24, 26.4, 26.5, 26.7 and 27 and any other provision in the Appendices which is expressly or by implication intended to continue in force after termination or expiration shall survive termination or expiration of this Agreement.

24.4 In the event of termination of this Agreement prior to the Delivery Start Date, Radius shall indemnify Ypsomed as set forth in **Appendix 1** , unless such termination is duly made by Radius in accordance with Section 23.2, Section 23.3 or Section 23.4.

24.5 In the event of termination of this Agreement by Radius pursuant to Section 23.5, Radius shall pay Ypsomed within thirty (30) days after termination, subject to the provisions of Section 7.2, as follows:

a) the Purchase Price per Component Set not ordered of the (pro rata) minimum purchase quantity applicable for the period beginning with the first day of the Initial Term up to the date such termination becomes effective.

b) for any inventory of raw materials, individual parts, work-in-process, Components, as the case may be, reasonably manufactured or acquired by Ypsomed in respect of its performance under this Agreement, which can no longer be used by Ypsomed under this Agreement or otherwise.

c.) Upon Radius's request, Ypsomed shall, at Radius' reasonable and actual documented costs destroy such remaining inventory, which cannot be used.

24.6 Ypsomed will, upon receipt of a termination notice from Radius, promptly cease performance of the applicable services and will take all reasonable steps to mitigate

the out-of-pocket expenses incurred in connection therewith and perform only those services and activities being necessary.

25. Force Majeure

25.1 Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses on account of failure of performance by the defaulting Party if the failure is occasioned by war, strike, acts of terrorism, fire, acts of god, earthquake, flood, lockout, embargo, governmental acts or orders or restrictions or any other reason where failure to perform is beyond the reasonable control of and could not reasonably have been expected to occur by the defaulting Party and such Party has exerted all reasonable efforts to avoid or remedy such force majeure.

26. Miscellaneous

26.1 **Entire Agreement** . This Agreement sets forth the entire agreement and understanding of the Parties in respect of the subject matter hereof, and supersedes all prior discussions, agreements and writings relating thereto.

26.2 **Independent Contractors** . The relationship of the Parties hereto is that of independent contractors. The Parties are not deemed to be agents or partners nor are they engaged in a joint venture for any purpose as a result of this Agreement or the transactions contemplated herein.

26.3 **Assignment.** Except as otherwise expressly provided herein, the Parties agree that their rights and obligations under this Agreement shall not be delegated, transferred or assigned to a third party without the prior written consent of the other Party; provided either Party may assign this Agreement or parts thereof to its Affiliates, or subject to Section 23.3 to a successor-in-interest to all or substantially all of the assets to which this Agreement relates, without the other Party's consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

26.4 **Severability, Waiver** . In the event that any provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect without said provision. The Parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the intent of the Parties in entering this Agreement. The failure of a Party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

26.5 **Notices** . Any required notices hereunder shall be given in writing and sent by facsimile or priority mail to the address of each Party below, or to such other address as either Party may substitute by written notice.

If to Radius:

Radius Health, Inc.
4 Gatehall Dr.
2nd Floor
Parsippany, NJ 07054
USA

Attention: Executive Director, Technical Operations
Fax: xxx xxx xxxx

With a copy to: General Counsel
Radius Health, Inc.
950 Winter Street
Waltham, MA 02451
USA
Fax: xxx xxx xxxx

If to Ypsomed:

Ypsomed AG
Brunnmattstrasse 6
CH-3401 Burgdorf
Switzerland

Attention: General Counsel
Fax: +xx xx xxxx xx xx

With a copy to:
Attention: Product and Account Manager Radius
Fax: +xx xx xxx xx xx

Either Party may change its address for communications by a notice to the other Party in accordance with the terms of this Section 26.5.

26.6 **No Use of Name** . Neither Radius nor Ypsomed shall be permitted to use the name of the other Party in any publicity, advertising or public announcement concerning this Agreement or the subject matter hereof without the prior express written consent of the other Party except to the extent required by law. As soon as the BA058 Device is available in the market or used in clinical trials, (1) Ypsomed shall be allowed to mention Radius in its list of clients and to show the components and the BA058 Device (assembled with a cartridge of placebo) in trade fairs, exhibitions and publications and (2) Radius shall be allowed to mention Ypsomed in its list of suppliers and to show the Components and the BA058 Device (assembled with a cartridge of placebo) in exhibitions, presentations and publications.

26.7 **English Language** . This Agreement has been prepared in the English language and the English language shall control its interpretation. All notices required or permitted to be given hereunder, and all written or other communications between the Parties regarding this Agreement or pursuant to this Agreement, shall be in the English language, unless otherwise stated herein. Radius acknowledges that parts of the technical and quality documentation for the Component Sets and the documentation of Ypsomed's business activities are in the German language. Ypsomed shall provide translations of German documents into English at Radius' cost and request.

27. Arbitration and Governing Law

27.1 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in Frankfurt, Germany. The proceedings shall be conducted in English.

27.2 This Agreement and any dispute arising therefrom shall be governed by and construed in accordance with the laws of Germany, regardless of the conflict of laws principles of that or any other jurisdiction.

27.3 The UN Convention on Contracts for the International Sale of Goods is not applicable to this Agreement nor to purchase orders and deliveries based thereon. General terms of sale of Ypsomed and general order terms or purchase terms of Radius are not applicable to this Agreement nor to orders of Component Sets based hereon.

In witness whereof, Radius and Ypsomed have executed this Agreement in two originals, one for each Party, by their respective duly authorized representatives.

Radius Health, Inc.		**Ypsomed AG**	
Date:	06 June 2016	Date:	23 June 2016
By:	/s/ Gregory C. Williams	**By:**	/s/ Ulrike Bauer
Print Name:	Gregory C. Williams PhD MBA	Print Name:	Ulrike Bauer
Title:	Chief Development Officer	Title:	SVP Marketing & Sales Delivery Systems
By:	/s/ David C. Hanley	**By:**	/s/ Frank Mengis
Print Name:	David C. Hanley PhD	Print Name:	Frank Mengis
Title:	Executive Director	Title:	COO

Appendix 1

Industrialization Project

1. Customer-Specific Activities and Approximate Due Dates

In case one approximate due date is adjusted, the subsequent approximate due dates are automatically adjusted as well. Where both Parties are mentioned as the responsible Party, the first Party listed shall have the lead.

	Main Activity	Responsible Party	Approximate due date (in each case end of the week)
M10	Start of commercial readiness phase	Radius / YPS	[*]
M11	Process Validation Summary Report completed and supply of first commercial batch	YPS	[*]
M12	Project finalization report / Transfer to product care team	YPS	[*]

2. Costs

Description	Costs in CHF
Costs for Industrialization	**[*]**

Payment terms are as set forth under Section 6 of the Agreement

3. Invoicing Schedule

Milestone	Value in CHF
M10	**[*]**
Completion of M11	**[*]**
Completion of M12	**[*]**
Total:	**[*]**

If the Industrialization Project is terminated by Radius for whatever reason prior to Delivery Start Date other than Ypsomed's gross negligence, willful misconduct or breach of the terms of this Agreement, Radius will pay Ypsomed (i) the reasonable and actual documented costs for the Industrialization Project incurred by Ypsomed up to termination date, (ii) for any inventory of raw materials, individual parts, work-in-process, Component Sets, as the case may be, manufactured or acquired by Ypsomed in respect of its performance under this Agreement, which can no longer be used by Ypsomed under this Agreement or otherwise or which are documented and acknowledged by Radius to be not cancellable until such termination (including specific investments if applicable) and (iii) reasonable and actual documented wind down cost; such costs being dependent on the status

of the project, as a direct payment in accordance with the provisions of Section 7.2.

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Radius Health, Inc.		**Ypsomed AG**	
Date:	06 June 2016	Date:	23 June 2016
By:	/s/ Gregory C. Williams	**By:**	/s/ Ulrike Bauer
Print Name:	Gregory C. Williams	Print Name:	Ulrike Bauer
Title:	Chief Development Officer	Title:	SVP Marketing & Sales Delivery Systems
By:	/s/ David C. Hanley	**By:**	/s/ Frank Mengis
Print Name:	David C. Hanley PhD	Print Name:	Frank Mengis
Title:	Executive Director	Title:	COO

Appendix 2

Specifications for Components and Component Set

The Specifications for the Components and Component Sets will be developed during the Development Project and will be agreed on by both Parties. They will be kept in the Design History File (DHF), which will be maintained at Ypsomed's premises. A copy will be provided to Radius upon request.

Appendix 3

Commercial Terms

1. Capacity Contribution & Start-Up Delivery

1.1 Ypsomed will invest in the entire production infrastructure required to produce the UnoPen ™ including high-cavity tooling, fully automatic assembly and printing equipment. Ypsomed will adapt the capacity based on customer demand. To provide a certain capacity a volume dependent one-time capacity contribution fee of [*] per [*] devices (Component Sets) annual capacity is charged to Radius. This fee is to be paid within 30 days from the Effective Date or within 30 days of the date of the invoice, whichever is later, subject to the provisions of Section 7.2.

2. Forecast, Purchase Orders and Minimum Purchase Quantities

2.1 Commencing on the Effective Date, and before January 1 of each year thereafter, Radius shall provide Ypsomed with a written forecast, for each calendar year (or part thereof) of Radius' estimated quarterly requirements for Component Sets for the following [*] (the " **Long Range Forecast** "). Such Long Range Forecasts will be for planning purposes only.

2.2 Commencing on Effective Date and on or before each January 1, April 1, July 1 and October 1 thereafter, Radius shall provide Ypsomed with a written [*]forecast of Radius's estimated [*] requirements for Component Sets (the " **Rolling Forecast** "). The forecast period shall start at the [*] following the provision of each Rolling Forecast to Ypsomed. Such Rolling Forecasts shall include binding and non-binding periods. The first [*] shall be binding and the remaining [*] are non-binding. [*]. Purchase orders will be issued according to Section 2.4 below.

2.3 Radius shall use reasonable efforts to promptly inform Ypsomed if the number of Component Sets to be ordered will significantly deviate from the forecasted quantities.

2.4 Prior to each January 1, April 1, July 1 and October 1, Radius shall submit to Ypsomed its purchase orders for the Component Sets needed in the second quarter thereafter and in each case no later than ninety (90) days prior to the requested delivery date(s) specified in the purchase orders.

2.5 Minimum Purchase Quantities

Units	Minimum Purchase Quantities
Per purchase order	1 lot or a multiple of lots (for purposes of this Appendix 3, the lot size is assumed to be [*] Component Sets, however, if that changes, the calculations would change accordingly)
Minimum Quantities during Initial Term	[*] per Business Year; but cumulatively at least [*] Component Sets during the Initial Term. All commercial batches of Component Sets ordered by Radius under this Supply Agreement, including Component Sets ordered prior to the beginning of the first Business Year, shall accrue toward the minimum cumulative volume commitment of [*] Component Sets during the Initial Term.
Following Business Years	Minimum purchase quantities for the Subsequent Terms shall be determined and mutually agreed upon by the Parties prior to the end of the Initial Term and of each Subsequent Term. If the Parties cannot agree on minimum purchase quantities for the following Subsequent Term prior to beginning of such Subsequent Term, Radius shall be obligated to purchase for each subsequent Business Year no less than the minimum annual average purchase quantity of the Initial Term.

3. Purchase Price

The price per Component Set will be based on the total quantity forecast at the beginning of the applicable Business Year. For example, if the total quantity forecast for the current Business Year is for [*]batches comprising [*] Component Sets, the price for each Component Set ordered in that Business Year would be [*] CHF.

Within thirty (30) days after the end of each Business Year, Ypsomed will reconcile the actual total quantity ordered by Radius with the forecast total quantity at the beginning of the Business Year and; if applicable, will issue a debit or credit memo to Radius to reflect any change in the price based on the actual volume.

The price schedule is shown in the table below, subject to the price adjustment provisions of Section 4.6.

Annual Quantity of Component Sets	Unit Price per Component Set in CHF
≤[*]	[*]
[*] – [*]	[*]
[*] – [*]	[*]
≥ [*]	[*]

The Price includes the costs for bulk packaging (bulk packaging as set out in **Appendix 2**).

4. Invoicing

been requested with respect to the omitted portions.

4.1 Ypsomed shall submit an invoice to Radius upon each Delivery of Component Sets. The term of payment for amounts, not disputed by Radius in good faith, is 30 days from the date of invoice in accordance with Section 7.2 of the Agreement.

Invoices should be sent to Radius via email (word or .pdf format acceptable) to:
invoices@radiuspharm.com

If email invoicing is not possible, invoices may be sent via mail to:

Radius Health, Inc.
950 Winter St.
Waltham, MA 02451
Attention: Accounts Payable

All invoices should include the Radius Purchase Order ("PO") number to ensure prompt payment.

Upon Radius' request, Ypsomed must complete vendor/supplier information forms required by law. These forms will be provided by Radius. The completed forms must be sent to invoices@radiuspharm.com.

5. Delivery

5.1 Ypsomed shall deliver the Component Sets in accordance with the shipping procedures set out in the Specifications.

5.2 All Component Sets shall be delivered to Radius FCA Ypsomed's manufacturing facility in Switzerland (Incoterms 2010).

5.3 All Component Sets shall have a minimum shelf-life of [*] at the time of delivery to Radius. This minimum shelf-life requirement shall take precedence over any other minimum shelf-life specification.

Radius Health, Inc.		**Ypsomed AG**	
Date:	06 June 2016	Date:	23 June 2016
By:	/s/ Gregory C. Williams	**By:**	/s/ Ulrike Bauer
Print Name:	Gregory C. Williams, Phd MBA	Print Name:	Ulrike Bauer
Title:	Chief Development Officer	Title:	SVP Marketing & Sales Delivery Systems
By:	/s/ David C. Hanley	**By:**	/s/ Frank Mengis
Print Name:	David C. Hanley	Print Name:	Frank Mengis
Title:	Executive Director	Title:	COO

Exhibit 10.2

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

THIS COMMERCIAL SUPPLY AGREEMENT is made effective as of January 1, 2016 (the "Effective Date"), by and between Radius Health, Inc., a Delaware corporation with offices at 950 Winter Street, 1 st Floor, Waltham, Massachusetts 02451, United States of America ("Radius"), and Vetter Pharma International GmbH, a German corporation with an office at Eywiesenstraße 5, 88212 Ravensburg, Germany ("Vetter"), and Radius and Vetter are also individually referred to as a "Party" and collectively as the "Parties",

WITNESSETH:

WHEREAS , Radius is active in the pharmaceutical business and is the owner or licensee of rights to certain proprietary technical information, patents and/or patent applications relating to the Finished Product (as defined below);

WHEREAS , Vetter provides services to its customers for supply with sterile finished dosage forms that it has converted from materials supplied by those customers and/or supplied by Vetter and is the owner or licensee of rights to certain proprietary technical information, patents and/or patent applications relating to the Manufacture (as defined) of the Cartridges, the Pens and the Finished Products (as defined below);

WHEREAS , the Parties are parties to that certain Confidentiality Agreement dated May 1, 2007 (the "CDA");

WHEREAS , the Parties are party to that certain Development and Manufacturing Services Agreement effective as of December 26, 2013 (the "DMSA") under which Vetter and its Affiliates performed development and manufacturing services on a scale appropriate for Radius' abaloparatide clinical development program and under which any ongoing development work will continue to be performed;

WHEREAS , Radius desires to engage Vetter to perform Services for the Manufacture (as defined below) of the Cartridges, the Pens and the Finished Products, in connection with the commercial use, marketing, sale, and/or distribution of the Finished Products by Radius and/or its Affiliates;

WHEREAS , Vetter, directly or through its Affiliate Vetter Pharma, possesses the requisite expertise, personnel, and Facilities (as defined below) for the Manufacture of the Cartridges, the Pens and the Finished Products, and is willing to provide Services and allocate and commit resources to Manufacture the Cartridges, the Pens and the Finished Products, on a contractual basis, for sale to Radius; and

WHEREAS , the Parties agree that the Parties' respective rights and obligations to each other with respect to any Cartridges produced under the DMSA ([*]) shall be governed by the DMSA, and that the Parties' respective rights and obligations to any third party, or to each other only pursuant to Article 12, with respect to such Cartridges shall be governed by this Agreement;

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

NOW , **THEREFORE** , in consideration of the foregoing premises and the covenants of each of the Parties set forth in this Agreement, each of the Parties agrees as follows:

1. Definitions. Unless this Agreement expressly provides to the contrary, each of the following terms, whether used in the singular or the plural, shall have the respective meaning as set forth below:

1.1
"Acceptance" and "Accept" means the acceptance by Radius of Release of a Product, to be given if the Manufacture of such Product has been performed in accordance with the Standard.

1.2
"Acquirer" means an acquirer or successor entity in connection with the sale of all (or substantially all) of Radius' assets or the line of business, to which this Agreement relates, or a merger, consolidation or change of control.

1.3
"Actual Yield" means the total actual yield of API resulting from the Manufacture of Cartridges in a given calendar year.

1.4
"Affiliate" means, with respect to Radius, any person, corporation, company, partnership, joint venture, entity and/or firm which is controlled by Radius, and with respect to Vetter, any person, corporation, company, partnership, joint venture, entity and/or firm which is under common control of the trustees/executors of the estate of Helmut Vetter and, as used in this definition of the term Affiliate, "control" means (i) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors; (ii) in the case of non-corporate entities, the direct or indirect power to manage, direct or cause the direction of the management and policies of the non-corporate entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.

1.5
"Agreement" means this Commercial Supply Agreement, together with all Appendices attached hereto (specifically including the Quality Agreement), as amended from time to time by the Parties in accordance with Section 15.6.

1.6
"Annual Cap" means an annual cap on Vetter's aggregate liability under Sections 4.8(d), 4.8(e), 6.6 and/or 13.3, in any given calendar year (January to December) during the term of this Agreement, equal to the smaller amount of (i) [*] percent ([*]%), in

Euros, of all of the net amounts paid by Radius to Vetter during such given calendar year; and (ii) [*]Euros.

1.7
"Annual Price Adjustment" has the meaning set forth in Section 8.5.

1.8
"API" means the active pharmaceutical ingredient known as abaloparatide, the same also known as BA058, a white powder that is a novel synthetic peptide analog of human parathyroid hormone-related protein, a naturally-occurring bone building hormone being developed by Radius for treatment of osteoporosis and for commercialization worldwide (excluding Japan).

1.9
"API Value" means, in Euros, with respect to the amount of API contained in one (1) Batch, [*] of Vetter's price for such Batch, excluding taxes, customs, fees and other duties, if any.

1.10
"Applicable Law" means all national, federal, state, or local statutes or laws applicable to Radius' and its Affiliates' respective business and shall be deemed also to refer to all rules and regulations promulgated thereunder by any Authorities, including, without limitation, those relating to Manufacture, use, marketing, sale, or distribution of pharmaceutical products, anti-corruption, and anti-bribery and, with respect to cGMPs, Applicable Law shall also include guidance documents formally promulgated by the governmental agency with jurisdiction over the Finished Product.

1.11
"Applicable Vetter Law" means all applicable ordinances, rules, regulations, laws, guidelines, guidances, and requirements and court orders of any kind whatsoever, including non-Product-specific cGMP, of Germany, the European Union, the FDA, the EMA, and Swissmedic and, subject to the information requirements of Radius under Section 5.4(b), of Norway, Liechtenstein, Iceland and any Designated Country, all as amended from time to time.

1.12
"Assignee" has the meaning set forth in Section 15.4(a).

1.13
"Authority" means any government regulatory authority responsible for granting approvals for the performance of Services under this Agreement or for issuing regulations pertaining to the Manufacture and/or commercialization or use of the Finished Product in the intended country of use, including, without limitation, the FDA and the EMA.

1.14
"Batch" means, as described in the applicable Batch Record, a specific quantity of the Cartridge, the Pen or the Finished Product, that is intended to contain units of uniform character and quality, within specified limits, and is Manufactured during one cycle of Manufacture.

1.15
"Batch Documentation" means the Certificate of Compliance, the Certificate of Analysis, the Specifications, and a complete and accurate copy of the executed Batch Records.

1.16
"Batch Record" means the annotated production records that documents the Manufacturing actitivies in accordance with the Master Batch Records.

1.17
"Cartridge" means a cartridge filled with API and excipients or placebo solution.

1.18
"CDA" has the meaning set forth in the third whereas-clause.

1.19
"Certificate of Analysis" means a document signed by an authorized representative of Vetter Pharma, describing Specifications for, and the testing methods applied to, the Cartridges, the Pens, or the Finished Product, and the results of testing.

1.20
"Certificate of Compliance" means a document, signed by an authorized representative of Vetter Pharma, certifying that a particular Batch was Manufactured in accordance with the Standard.

1.21
"cGMP" means current good manufacturing practices and regulations applicable to the Manufacture that (i) are promulgated by the FDA, the EMA, Swissmedic, and/or agencies in Australia, Canada, Norway, Liechtenstein, Iceland and New Zealand and which, when specific to the Product, shall have been provided to Vetter by Radius; or (ii) are specific to a Designated Country (and, for clarity, not included in the requirements of the agencies described above under subsection (i) hereof), all which shall have been provided to Vetter by Radius, for clarity, including, but not limited to, when specific to the Product.

1.22
"Change Order" means a document containing a description of required modifications and their effect on the scope, fees and timelines specified herein.

1.23

"Confidential Information" means any and all Information of a Party and/or its Affiliates, which Information is, during the term of this Agreement, or was, under any confidentiality or other agreement between Radius and Vetter or Vetter Pharma existing prior to the Effective Date (e.g., the CDA and the DMSA), or otherwise disclosed, including, but not limited to, Information which may have been disclosed, prior to the Effective Date, and may not be covered by any such confidentiality or other agreement, with the capitalized term "Information" being information relating to business, trade finances, affairs, operations, scientific and medical research, data, technical and technological information, processes, including manufacturing processes and procedures and processes as may be embodied or evidenced in formulae, manufacturing data, specifications and other related documents, patents and patented designs, trade secrets, copyrights, trademarks, industrial design, know-how, improvements, discoveries, inventions, formulas, ideas, devices, products, writings, any intellectual property and proprietary information relating to a product, as well as that directly derived or resulting from any of the foregoing, and any information or matter that a reasonable business person would or should deem confidential or proprietary.

1.24

"Completion Date" means the effective date of expiration or termination of this Agreement.

1.25

"Costs" means, collectively (except, for clarity, where "Costs" appears within another defined term or within a section heading), damages, liabilities, claims, suits, awards, judgments, costs and/or expenses, whether based on product liability or otherwise, including any court costs and/or reasonable attorneys' fees.

1.26

"Defective Product" has the meaning set forth in Section 6.6(a).

1.27

"Delivery Assistance" means assistance provided by Vetter to Radius in connection with [*] by Radius of the Cartridge, Pen or Finished Product at the Facility, including, but not limited to, (i) addressing special shipping requirements; (ii) obtaining licenses, official authorizations, clearances, customs, any other documents and/or information, including security related information that Radius or its Affiliates may require for export, import or transport of the Finished Product to the final destination; (iii) making a contract for transport and/or insurance; (iv) loading the packed Finished Product in any container, collecting vehicle or other means of transport; (v) managing sample storage (using a centrally controlled and monitored access system) and shipment, data logging, shipment and storage under, and constant monitoring of, certain temperature conditions.

1.28

"Delivery Date" means the scheduled (as mutually agreed) date of delivery of Product, as more fully described in Section 7.2.

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

1.29
"Demand" means Radius' anticipated, to the best of its knowledge, demand for the Cartridges, the Pens and/or the Finished Products, in a given period, as communicated to Vetter.

1.30
"Designated Country" means any country (other than the United States of America, Canada, Australia, New Zealand, Switzerland, Norway, Liechtenstein, Iceland, and any member nation of the European Union) designated in writing by Radius to be a Designated Country, as set forth in and subject to Section 5.4(b).

1.31
"DMSA" has the meaning set forth in the fourth whereas-clause.

1.32
"Effective Date" means the date first written above.

1.33
"EMA" means the European Medicines Agency of the European Union, and any successor agency having substantially the same functions.

1.34
"Equipment" means any equipment or machinery, including Radius Equipment, used by Vetter Pharma in the Manufacturing.

1.35
"Equipment Letter" means that certain letter agreement between the Parties dated as of December 26, 2013, pursuant to which certain Radius Equipment was procured by Vetter on behalf of Radius.

1.36
"Facility" means the facility(ies) of Vetter Pharma, approved by Radius for performance of the Services, and identified in the Quality Agreement.

1.37
"FDA" means the Food and Drug Administration of the United States of America, and any successor agency having substantially the same functions.

1.38
"FDCA" means the United States Federal Food, Drug and Cosmetic Act, 21 U.S.C. §321 et seq., as amended from time to time.

1.39
"Finished Product" means a Pen loaded with a Cartridge, in a labelled carton with all applicable country-specific labelling.

1.40
"Fixed Period" means the initial, earliest and binding period of each of both Forecasts, namely (i) [*] for the Cartridges and the Pens; and (ii) [*] for the Finished Products.

1.41
"Flexible Period" means such period, of each of both Forecasts, immediately following the Fixed Period, namely (i) [*] for the Cartridges and the Pens; and (ii) [*] for the Finished Products.

1.42
"Forecast" means written forecasts, showing Demand, both provided on a [*] rolling basis broken down by [*] increments, namely one for the Cartridges and the Pens, and one for the Finished Products, each covering each [*] of the then-immediately succeeding[*].

1.43
"Force Majeure" means a cause, an occurrence or an event that is unavoidable by or beyond the reasonable control of the affected Party or its Affiliate, including, without limitation, fire, flood, lightning, fog, storm, unusual weather conditions, explosion, accident, earthquake, volcanic ash, embargo, prohibition on import or export of the Vetter Materials, the Radius Materials, the Cartridges, the Pens, the Finished Products and/or materials incorporated therein or parts thereof, shortage of energy or raw material or any inability to obtain any materials or shipping space, breakdown or delays of carriers or shippers, default or delay by any supplier or sub-contractor or other events due to internalization of operations and services typically and customarily provided by a third party, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorism, insurrections, riots, civil commotion, any public enemy, sabotage, invasion, strikes, stoppage of labor, lockout or any other labor trouble, acts of God or acts, governmental or administrative act or restraint or omissions, or delays in acting, by any governmental authority.

1.44
" [*]" means[*].

1.45
"Gross Negligence" means gross negligence, as applicable hereto, under and subject to Swiss law.

1.46
"Improvements" means any and all discoveries, inventions, developments (including, but not limited to, as part of the Services), modifications, innovations, updates, enhancements, or improvements under, or rights (whether or not protectable under patent,

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trademark, copyright or similar laws) to, Technology, that are conceived, discovered, invented, developed, created, made, generated or reduced to practice in connection with this Agreement .

1.47

"Manufacture" and "Manufacturing" means any steps, processes and activities necessary to produce the Cartridge (by filling with the API (being part of the Radius Materials), formulated by Vetter Pharma along with excipients or placebo solution), to assemble the Pen (by loading the pre-assembled pen components (being part of the Radius Materials), with the Cartridge, adding the dosing mechanism, cartridge holder, and pen caps) and/or to produce the Finished Product (by jointly secondary packaging both, the Cartridge and the Pen, and adding country-specific labelling), including, without limitation, manufacturing, processing, packaging, labeling, quality control testing, stability testing, and storing, respectively, the Cartridge, the Pen and/or the Finished Product, and Release hereunder to Radius.

1.48

"Manufacturing Improvements" means Improvements to the extent relating to any [*].

1.49

"Manufacturing Process" means any and all processes and activities (or any step in any process or activity) used or planned to be used by Vetter Pharma to Manufacture, as evidenced in the Batch Documentation or Master Batch Record.

1.50

"Market Launch Phase" means the period preceding and following market launch of the Product, which period shall commence upon receipt of the first marketing authorization for the Product granted by either the FDA or the EMA and expire [*] calendar months thereafter.

1.51

"Master Batch Record" means the document, proposed by Vetter and approved by Radius, which defines the Manufacturing methods, test methods and other procedures, directions and controls associated with the Manufacture and testing of the Cartridges, the Pens and the Finished Products.

1.52

"Negligence" means negligence (other than Gross Negligence), as applicable hereto, under and subject to Swiss law.

1.53

"Pen" means pen device components, delivered in sets of components to the Facility by Radius, and further assembled by Vetter Pharma (including loading by Vetter Pharma with a Cartridge, and adding the dosing mechanism, cartridge holder, and pen caps).

1.54
"Pen Components Value" means, in Euros, [*] of Vetter's price for such Pen, excluding taxes, customs, fees and other duties, if any.

1.55
"Planning Period" means the final and non-binding period, of each of both Forecasts (for planning purposes only) immediately following the Flexible Period, namely covering [*] for the Cartridges and the Pens, and [*] for the Finished Products.

1.56
"Product" means the Cartridge, the Pen, and/or the Finished Product, as the context requires.

1.57
"Product Costs" has the meaning set forth in Section 8.5.

1.58
"Purchase Order" means a document duly signed by or on behalf of Radius, which shall be binding and irrevocable and used only for ordering either the Cartridges and the Pens, or the Finished Products, whether or not consistent with the applicable Forecast, and/or for requesting an amendment of such quantities, subject to the provisions of this Agreement, and/or for requesting Delivery Dates; provided, however, no pre-printed or other term or condition thereon, or in any confirmation from Vetter, shall have any force or effect, all of which terms and conditions shall be null and void unless otherwise specifically agreed in writing by and between the Parties and the provisions of this Agreement shall be deemed incorporated therein and, for clarity, Purchase Orders may be issued for filling the Cartridges and for assembling the Pens, separately from those issued for the Finished Products.

1.59
"Quality Agreement" and "QA" means a quality agreement, with respect to the Manufacture and quality of the Cartridges, the Pens, and the Finished Product, which quality agreement Vetter shall cause Vetter Pharma to enter into with Radius, contained in a separate document but deemed an integral part of this Agreement and incorporated herein by reference.

1.60
"Radius Disclosed Manufacturing IP" has the meaning set forth in Section 9.1.

1.61
"Radius Equipment" means the Equipment identified in Appendix A, being provided to the Facility by Radius or purchased or otherwise acquired by Vetter or Vetter Pharma at Radius' costs and/or expenses.

1.62
"Radius Improvements" means any and all Improvements that are[*].

1.63
"Radius Indemnitees" has the meaning set forth in Section 12.1.

1.64
"Radius Materials" means the materials procured and provided by Radius for use by Vetter Pharma to Manufacture the Cartridges, the Pens, and the Finished Product, namely the API, the pen device components sets, and certain labelling materials.

1.65
"Radius Technology" means (i) the Radius Materials and any intermediates, components, and/or derivatives of the Radius Materials; (ii) the Specifications, to the extent they (x) are specific to the API and/or to the Pens, and (y) do not contain any Vetter Technology; and (iii) the Technology of Radius (x) existing prior to the Effective Date; (y) developed or obtained thereafter by or on behalf of Radius (from a source other than Vetter Pharma) independent of this Agreement and without reliance upon any Confidential Information of Vetter and/or any of its Affiliates; or (z) developed by or on behalf of Radius in connection with this Agreement that is not Vetter Technology.

1.66
"Recall" means actions taken by Radius to remove Finished Product from the market.

1.67
"Records" means records supporting the documentation required by Radius as detailed in the Quality Agreement and all other Services performed hereunder.

1.68
"Reduced Demand" means a reduction in such initial Demand, either for the Cartridges and the Pens, or for the Finished Products, for the Fixed Period and the Flexible Period combined, as set forth in the Forecast(s) applicable after (but, as provided, to be issued by Radius to Vetter prior to) the end of the Market Launch Phase, and each calendar year thereafter, which is more than the greater of [*]or[*], compared to the Demand under (as measured by) the Purchase Orders, either for the Cartridges and the Pens, or for the Finished Products, actually placed during the [*]covered by such Fixed Period and Flexible Period combined, to be reconciled once [*] in which such [*] ends.

1.69
"Release" means, with respect to each Batch, the delivery by Vetter Pharma to Radius, subject to Appendix 3 of the Quality Agreement, of the Certificate of Analysis, the Certificate of Compliance.

1.70
"Representative" has the meaning set forth in Section 3.1.

1.71
"Reprocess" and "Reprocessing" means introducing a Cartridge,a Pen, or a Finished Product back into the Manufacturing Process, and repeating appropriate manipulation steps that are part of the established Manufacturing Process and, for clarity, a continuation of a process step after an in-process control test showing the process to be incomplete is not considered reprocessing.

1.72
"Rework" and "Reworking" means subjecting a Cartridge, a Pen, or a Finished Product to one or more Manufacturing Processing step(s) that is/are different from the established Manufacturing Process.

1.73
"Services" means the Manufacturing and/or other services described herein and/or in the Quality Agreement.

1.74
"Shortfall" means a reduction in such initial Demand, either for the Cartridges and the Pens, or for the Finished Products, for the Fixed Period and the Flexible Period combined, as set forth in the Forecast(s) applicable after (but, as provided, to be issued by Radius to Vetter prior to) the start of the Market Launch Phase for one (1) calendar year thereafter, which is more than the greater of [*] or [*], compared to the Demand under (as measured by) the Purchase Orders actually placed during the [*] covered by such Fixed Period and Flexible Period combined, to be reconciled [*] in which such [*] ends.

1.75
"SOPs" means the standard operating procedures of Vetter Pharma applicable to the Services.

1.76
"Specifications" means the agreed specifications, consisting of, but not limited to, a list of tests, references to any analytical procedures and appropriate acceptance criteria which are numerical limits, ranges or other criteria for tests described to establish a set of criteria, label content, serialization where required, and aggregation when serialized, to which the Manufacture, at any stage, should conform to be considered acceptable that are provided by or approved by Radius, as such specifications are amended or supplemented from time to time by the Parties in writing, and mutually agreed by the Parties in accordance with Section 4(2) of the Quality Agreement and which, for clarity, shall include, as hereunder agreed, any regulatory requirements and cGMP specific to the Cartridge, the Pen, or the Finished Product.

1.77
"Standard" means cGMP (if applicable), all other Applicable Vetter Law, the Manufacturing Process, the Specifications and the terms of this Agreement applicable to the Manufacture of the Cartridges, the Pens, or the Finished Products, respectively.

1.78
"Swissmedic" means the Swiss Agency for Therapeutic Products, and any successor agency having substantially the same functions.

1.79
"Target Yield" has the meaning set forth in Section 4.8(d).

1.80
"Technology" means any and all Confidential Information, and any and all patents, patent applications, methods, techniques, trademarks, trade secrets, copyrights, industrial designs, know-how, data and other intellectual property of any kind (whether or not patentable, registered or otherwise protectable under patent, trademark, copyright or similar laws), and any Improvements thereto.

1.81
"Transition Compensation" means justifiable costs and/or expenses incurred by Vetter and/or Vetter Pharma in connection with the performance of any mutually agreed activities beyond the original scope of this Agreement that arise out of any assignment or transfer of this Agreement by Radius pursuant to Section 15.4, which costs and/or expenses and activities shall be negotiated in good faith and mutually agreed upon in advance by Vetter on the one hand and Radius or such Assignee, Acquirer or Affiliate of Radius on the other hand and, for clarity, Vetter shall have no obligation to undertake any such additional activities without Vetter's prior agreement, which shall not be unreasonably withheld, it being agreed and understood by Radius that Vetter would be acting reasonably if Vetter refused to undertake any such additional activities in the event not all requirements, as applicable, of Article 10 and/or Section 15.4 are satisfied, except if addressed by other means as agreed to by Vetter in furtherance of such good faith discussions.

1.82
"Vetter Indemnitees" has the meaning set forth in Section 12.2.

1.83
"Vetter Materials" means any and all materials, supplies and other components (other than the Radius Materials), as listed in the Specifications and provided or procured by Vetter to be used by Vetter Pharma in the performance of Services.

1.84
"Vetter Pharma" means Vetter Pharma-Fertigung GmbH & Co. KG, an Affiliate of Vetter duly organized and existing under the laws of Germany, having its principal place of business at Schützenstraße 87, 88212 Ravensburg, Germany.

1.85
"Vetter Technology" means (i) the Specifications, to the extent they (x) are not specific to the API and/or to the Pens, and (y) contain Vetter Technology; as well as (ii) the Technology of Vetter (x) existing prior to the Effective Date; or (y) developed or obtained thereafter without use of, reference to, or reliance upon the Confidential Information of Radius, Radius Materials (except to the extent such mere use of the Radius Materials results in a Manufacturing Improvement), or Radius Technology.

1.86
"Willful Misconduct" means willful misconduct, as applicable hereto, under and subject to Swiss law.

2. Engagement of Vetter.

2.1 Services. Radius wishes to engage Vetter to have the Services performed for Radius and to supply the Products to Radius or a designee of Radius, in accordance with the terms of this Agreement. Vetter agrees to have such Services timely performed and to supply the Products ordered by Radius, it being understood and agreed that the Services shall be subcontracted by Vetter to Vetter Pharma and be performed by Vetter Pharma, all as set forth and more fully described in this Agreement and/or the Quality Agreement. Documents relating to the Services hereunder, including, without limitation, Specifications, proposals, quotations and any other relevant documentation, shall only be effective if attached hereto or to the Quality Agreement. Vetter shall cause Vetter Pharma to perform the Services specified herein, or in the Quality Agreement, as may be amended by any applicable Change Order, and in accordance with and subject to the terms and conditions of this Agreement.

2.2 Quality Agreement. The QA shall be in effect contemporaneously with the term of this Agreement, and govern all activities delegated by Vetter to Vetter Pharma hereunder or pursuant hereto in respect of the Manufacture and quality of the Cartridges, the Pens and/or the Finished Products; provided, however, that the QA will remain in effect until all Manufactured and Released Product has reached its expiration date plus one (1) additional year. For clarity, any breach by Vetter Pharma of the Quality Agreement shall be deemed a breach by Vetter of this Agreement, and shall be subject to Section 11.5 and Article 14 hereof.

2.3 Conflict. If there is any conflict, discrepancy, or inconsistency between the terms of this Agreement and any provision of the Quality Agreement, or any Purchase Order, or other document or form used by the Parties, the terms of the Quality Agreement shall exclusively govern and control any and all quality-related matters regarding the Services, whereas this Agreement shall exclusively govern and control any and all other matters.

2.4 Other Source. Vetter will not, and will cause Vetter Pharma to not perform Services or supply Cartridges, Pens, or Finished Product to any third party. Nothing in this

Agreement shall restrict Radius from purchasing manufacturing services, cartridges, pens, or finished product from another source.

3. Performance of Services.

3.1
Representatives. Each Party shall appoint an employee to primarily perform the day-to-day interactions with the other Party for the Services (each, a "Representative"), who shall be identified in the Quality Agreement. The Representative shall be a person with direct involvement in the Services and sufficient seniority to resolve issues as they arise. For clarity, a Representative of Vetter may be an employee of Vetter Pharma, and vice-versa. Each Party may change its Representative by providing written notice to the other Party in accordance with Section 15.3; provided, however, that each Party shall use commercially reasonable efforts to provide the other Party with at least five (5) calendar days' prior written notice of any change in its Representative for the Services. Except for notices or communications required or permitted under this Agreement, which shall be subject to Section 15.3, or unless otherwise mutually agreed by the Parties in writing, all communications between Vetter and Radius regarding the conduct of the Services shall be addressed to or routed directly through the Parties' respective Representatives.

3.2 Communication. The Parties shall hold project team meetings via telephone conferences or in person, on a periodic basis as agreed upon by the Representatives, any such agreement not to be unreasonably delayed.

3.3 Subcontracting.

(a)
Except as expressly provided herein, Vetter may not delegate any of its obligations to any third party, including, but not limited to, any Affiliate of Vetter, to have performed any of its obligations under this Agreement, without the prior written consent of Radius to be set forth in a separate written amendment of this Agreement, to address, without limitation, responsibility and liability for performance or non-performance of such third party and audit and inspection of such third party; provided, however, that Vetter may cause internal logistic and warehousing operations to be performed by[*], and that Vetter is and shall be permitted to delegate to Vetter Pharma as provided in Section 2.1. Neither [*] nor Vetter Pharma shall be permitted to further delegate any obligations. Radius may not delegate any of its payment or other obligations to any third party, including, but not limited to, any Affiliate of Radius, to have performed any of its obligations under this Agreement, without the prior written consent of Vetter; provided, however, that Vetter shall not unreasonably withhold such consent and shall, upon request of Radius, negotiate in good faith appropriate amendment(s) to this Agreement to allow direct ordering and payment by any of the Radius Affiliates, instead of Radius, under this Agreement.

(b) Vetter shall be, as herein provided, solely responsible for the performance or non-performance of Vetter Pharma and/or[*], and for costs, expenses,

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

damages, and/or losses of any nature arising out of such performance or non-performance as if by Vetter itself under this Agreement. Vetter shall cause Vetter Pharma and [*] to be bound by, and to comply with, the terms of this Agreement, as applicable, including, without limitation, all confidentiality, intellectual property, quality assurance, regulatory and other obligations and requirements of Vetter set forth in this Agreement (including the Quality Agreement).

(c) Vetter Pharma and [*] shall be subject to all of the audit and inspection provisions of Section 5.2 and Section 11.3(b); provided, however, Radius shall give as much advance notice as possible of any such audit and/or inspection. Vetter agrees to cause Vetter Pharma and [*] to satisfy all of the obligations set forth in this Agreement and Vetter shall be responsible for actions and omissions of Vetter Pharma and [*] as if Vetter itself was performing or not performing, respectively, any such Services.

3.4 Timeliness. Vetter shall, and shall cause Vetter Pharma to, use commercially reasonable efforts to satisfy the timelines set forth herein. Without limiting Vetter's obligation to timely perform its obligations under this Agreement, Vetter shall, without undue delay, notify Radius if, at any time during the term of this Agreement, Vetter or Vetter Pharma has reason to believe that Vetter Pharma will be unable to perform or complete the Services in a timely manner as herein set forth.

3.5 Regular Forecasts, Market Launch Phase, Post-Market Launch Phase, Purchase Orders, Purchase Order Cancellations/Postponements.

(a)
Regular Forecasts. Radius shall provide Vetter with the Forecast in writing, beginning with[*], which shall thereafter, on a [*] rolling basis during the term of this Agreement [*], be updated. Each Forecast shall show the Demand, to be covered by Purchase Orders for the Fixed Period, and the Demand for the Flexible Period and Planning Period. Radius shall also give Vetter, in January of each year during the term of this Agreement (but in 2016, in[*]), a forecast showing the anticipated Demand for the then-immediately succeeding [*] year period, which shall be non-binding and shall form the basis for mutual planning purposes only.

(b)
Market Launch Phase; Shortfall. Each Party understands that short-term demand may fluctuate significantly during the Market Launch Phase. Vetter shall use commercially reasonable efforts to meet changing Demand, whether an incease or decrease, in accordance with the terms herein contained; provided, however, that, during the Market Launch Phase, in the event of a Shortfall, Radius shall pay to Vetter, as compensation for unused Manufacturing capacity reserved (under Purchase Orders that have not been placed but that should have been placed, in accordance with the provisions hereof), due thirty (30) calendar days after the invoice date (receipt of readily available funds by Vetter), an amount equal to [*] of the net revenue that Vetter would have received from the sale of the Shortfall to Radius; provided, however, Vetter shall use its commercially reasonable efforts to

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

determine alternative use of the cGMP manufacturing space scheduled to be used for Radius but which becomes available due to any Shortfall, and if so successfully determined, and actually used by Vetter Pharma, any payments due under this Section that are associated with such Shortfall shall be reduced by the amount of revenue generated by Vetter from such alternative use (taking into account costs and/or expenses incurred by Vetter, as prior thereto in good faith negotiated among the Parties, in connection with acquiring and/or transitioning to such alternative use); and, provided further, however, in no event shall any such reduction result in a refund or credit to Radius.

(c) Post-Market Launch Phase; Reduced Demand. After the Market Launch Phase, Vetter shall use commercially reasonable efforts to meet changing Demand, whether an incease or decrease, in accordance with the terms herein contained; provided, however, that, in the event of a Reduced Demand, Radius shall pay to Vetter, as compensation for unused Manufacturing capacity reserved (under Purchase Orders that have not been placed but that should have been placed, in accordance with the provisions hereof), due thirty (30) calendar days after the invoice date (receipt of readily available funds by Vetter), an amount equal to [*] of the net revenue that Vetter would have received from the sale to Radius of the Reduced Demand; provided, however, Vetter shall use its commercially reasonable efforts to determine alternative use of the cGMP manufacturing space scheduled to be used for Radius but which becomes available due to any Reduced Demand, and if so successfully determined, and actually used by Vetter Pharma, any payments due under this Section that are associated with such Reduced Demand shall be reduced by the amount of revenue generated by Vetter from such alternative use (taking into account costs and/or expenses incurred by Vetter, as prior thereto in good faith negotiated among the Parties, in connection with acquiring and/or transitioning to such alternative use); and, provided further, however, in no event shall any such reduction result in a refund or credit to Radius.

(d) Purchase Orders. On or before the fifth (5 th) business day of each [*] during the term of this Agreement, Radius shall give and place with Vetter, on a rolling [*] basis, Purchase Orders for at least [*], and, during the Market Launch Phase, for at least[*], of the Demand forecasted for the Flexible Period that has then-become the Fixed Period. For clarity, Purchase Orders for less than the amount described in the preceding sentence shall not result in any obligation of Radius to compensate Vetter other than as set forth in Section 3.5(b) or Section 3.5(c), as applicable. Purchase Orders specifying the quantities of either the Cartridges and the Pens, or of the Finished Products, as applicable, and delivery date desired by Radius, shall be placed by Radius at least [*] prior thereto, for Cartridges and Pens, or [*] prior thereto for Finished Product, following approval of the Forecast. The Demand for the Fixed Period, if in accordance with Section 3.5, shall be deemed, subject to Section 3.5(e) below, to be ordered by a binding Purchase Order that does not need to be accepted by, and cannot be rejected by, Vetter. Purchase Orders for Demand not in accordance with Section 3.5 shall be confirmed or rejected by Vetter, in its sole discretion, by notice in writing to Radius within ten (10) business days of receipt of the respective Purchase Order. If a Purchase Order is provided by an authorized representative of Radius, Vetter may fully rely thereon without independent investigation and such Purchase Order, if and as confirmed by Vetter, shall be

valid for the purpose of confirming quantities and Delivery Dates of either the Cartridges and the Pens, or the Finished Products.

(e) Purchase Order Cancellations/Postponements. Should (i) Radius cancel any Purchase Order already placed with Vetter by Radius, or postpone Manufacture that has been scheduled by Vetter based on any Purchase Orders (or parts thereof), subject to the reduction allowance for Radius as set forth in Section 3.5, for any reason other than as set forth in Section 7.3, in Section 15.1 (Force Majeure) or Vetter's material breach of this Agreement as set forth in Section 14.3(ii); or (ii) the Radius Materials not be available for Manufacture at the Facility at least twelve (12) calendar days before the date set by Vetter for certain Manufacture, then, in either of the foregoing cases, Vetter shall cause its Affiliate Vetter Pharma to use commercially reasonable efforts to, as the case may be, use such capacity, not used for Radius based on such cancellation of a Purchase Order, for another customer of Vetter, or to reschedule, according to its capacity, in consideration of the Demand, such Manufacture postponed; provided, however, if Vetter is not able to have such capacity used for another customer of Vetter or to reschedule such postponed Manufacture, Vetter shall invoice Radius, and Radius shall pay to Vetter, due thirty (30) calendar days after the invoice date (receipt of readily available funds by Vetter), compensation for unused Manufacturing capacity, according to the following chart :

Notification of cancellation or postponement occurring, prior to the scheduled Release date:	Compensation (in percent of Vetter's price per each[*], up to the [*]):
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

Notification of cancellation or postponement occurring, prior to the scheduled packaging Release date:	Compensation (in percent of Vetter's price per each secondary packaging):
[*]	[*]
[*]	[*]
[*]	[*]

3.6 Continuous Improvements.

(a) Continuous Efforts. Each Party agrees to pursue a mutual strategy to seek ways of improving the Manufacturing performance and to reduce the costs and/or expenses to Manufacture the Cartridges, the Pens, and/or the Finished Products. The goal is to develop mutually agreed improvement targets and key performance indicators, against which performance shall be measured and monitored by the Parties. The results shall be shared to allow performance assessment and to support a process to identify areas for improvement.[*].

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

(b) Disputes. Any disputes in the course of applying the principle of continuous improvement (including any financial participation of either Party) shall, if not amicably resolved within thirty (30) calendar days, be submitted to an independent mediator appointed by the Parties. Radius and Vetter shall each ensure that such independent mediator is bound by obligations of confidentiality at least as restrictive as those set forth herein. The independent mediator shall (i) also be an independent certified public accountant; (ii) not have been employed by either Party for a period of ten (10) years prior to the Effective Date; (iii) have experience in the pharmaceutical industry, preferably in the field of contract manufacturing (sterile pre-filling of syringes and the outsourcing thereof); and (iv) decide within further thirty (30) calendar days. The Parties shall share the costs and/or expenses of the mediator, proportionally based on the outcome of the claim; provided, however, a fully unsuccessful Party (compared to its claim) shall carry the entirety of such costs and/or expenses.

4. Materials and Equipment.

4.1 Supply of Vetter Materials.

(a) Procurement. Vetter shall procure and supply all Vetter Materials, in accordance with the provisions below, the Specifications and the QA.

(b) Ordering and Obsoleteness. Based on the Fixed Period of any Forecast (or, to the extent commercially practicable, on any updates), Vetter may place, in accordance with reasonable and customary business practices, binding orders for Vetter Materials. Radius shall be responsible and liable, and Vetter shall invoice Radius, and Radius shall pay to Vetter, due thirty (30) calendar days after the invoice date (receipt of readily available funds by Vetter), compensation for any related costs and/or expenses incurred by Vetter and/or any of its Affiliates, including, but not limited to, costs and/or expenses related to storage and disposal of, and staff planning and working capital costs and/or expenses for, any excess and/or obsolete Vetter Materials reasonably ordered, not being fit for use due to (i) Reduced Demand; (ii) cancellation or postponement of any Purchase Orders, except if Radius paid to Vetter compensation for unused Manufacturing capacity under Section 3.5(e); (iii) changes requested by Radius to the Specifications or the specifications of any Vetter Materials; or (iv) termination of this Agreement by Radius other than for Vetter's breach. If requested, Radius shall provide Vetter with a written authorization to purchase any Vetter Materials. Notwithstanding anything to the contrary in the foregoing in this subsection, Vetter shall cause Vetter Pharma to use commercially reasonable efforts to use, if possible, such Vetter Materials for another customer of Vetter.

(c) Safety Stock. Vetter shall cause Vetter Pharma to keep an additional rolling safety stock at the Facility of Vetter Materials, at the costs and/or expenses of Radius (for clarity, such additional rolling safety stock in addition to the Vetter Materials procured under Section 4.1(b), the latter of which Vetter Materials being such which are (only) equal to at least [*] of the volume of the Fixed Period and the Flexible Period, which shall be kept as regular rolling safety stock, for free and at no costs and/or expenses of Radius). Vetter shall

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use commercially reasonable efforts to procure and validate, especially if the Demand should be in excess of [*] Finished Products per the Fixed Period and the Flexible Period, a second (2 nd) source of Vetter Materials critical for the security of the supply chain (and if there should be more than one (1) supplier available for the procurement of Vetter Materials, the Parties shall mutually agree on which of them to choose; provided, however, that if two (2) or more suppliers are considered equal, Vetter may choose at its sole discretion). The Parties shall periodically review, and may decide on an adjustment of, the safety stock levels and storage period, at the costs and/or expenses of Radius. If Radius desires a safety stock of Vetter Materials equal to a volume higher than the foregoing, Vetter shall either cause third party suppliers to keep an additional rolling safety consignation stock, if feasible and available for free, or cause Vetter Pharma to keep a higher volume, only against down payment by Radius which shall be refundable (or credited against amounts otherwise owed by Radius) as of winding down of such safety stock, all as separately agreed by and between the Parties in writing. Vetter shall cause Vetter Pharma to wind down such safety stock upon termination of this Agreement as mutually agreed with Radius. Radius shall reimburse Vetter under this Section within thirty (30) calendar days of the date of Vetter's respective invoice.

4.2 Supply of Radius Materials. Radius shall timely provide, or shall cause to be timely provided, to the Facility (at the address notified by Vetter), the Radius Materials, all in accordance with the Quality Agreement. The Radius Materials shall be supplied to the Facility as directed by Vetter, free of charge and at the risk of Radius, including with respect to any applicable transport insurance. Such delivery shall include quality certificates for the Radius Materials as set forth in the Quality Agreement, upon which certificates Vetter and/or any of its Affiliates may fully rely without further investigation.

4.3 Delayed Materials Supply. Radius and Vetter shall each use commercially reasonable efforts to ensure that sufficient quantities of the Radius Materials (in the case of Radius) and the Vetter Materials (in the case of Vetter, by procuring the necessary amount, and replenishing the safety stock, under Section 4.1) are supplied to the Facility as are required to properly undertake the necessary preparations for the Services and to timely fulfill the tasks set forth herein.

(a) Delayed Radius Materials. If insufficient quantities of the Radius Materials are delivered or any insufficiency results due to the Radius Materials having been damaged or delayed in transit (or delayed due to any other circumstances prior to the delivery of same), Radius shall arrange for the timely supply of sufficient additional quantities of the relevant Radius Materials to enable Vetter to meet the obligations herein. Radius shall not be in breach of this Agreement and, subject to the provisions regarding Force Majeure hereunder, a delay in meeting other relevant obligations under this Agreement shall be excused, to the extent Radius is, despite exercising commercially reasonable efforts, unable to timely procure sufficient and satisfactory supplies of the Radius Materials due to Force Majeure, and such Force Majeure has caused a failure to perform. Any delay in the Services arising from inadequate delivery of the Radius Materials (whether such delay is based on inadequacy of quality, quantity or otherwise) (herein, "delay") shall postpone any Delivery Date requested by Radius and previously confirmed by Vetter until such other date that Vetter

may reasonably determine in its sole reasonable discretion, after good faith consultation with Radius, taking into account such factors as Facility capacity and other production commitments. The Parties shall negotiate in good faith any additional charges which may arise due to rescheduling caused by a delay in delivery of Radius Materials.

(b) Delayed Vetter Materials. If insufficient quantities of the Vetter Materials are delivered or any insufficiency results due to the Vetter Materials having been damaged or delayed in transit (or delayed due to any other circumstances prior to the delivery of same), Vetter shall arrange for the timely supply of sufficient additional quantities of the relevant Vetter Materials, to enable Vetter to meet the obligations herein. Neither Vetter nor Vetter Pharma shall be in breach of this Agreement and, subject to the provisions regarding Force Majeure hereunder, a delay in meeting other relevant obligations under this Agreement shall be excused, to the extent Vetter or Vetter Pharma, as the case may be, is, despite exercising commercially reasonable efforts, unable to timely procure sufficient and satisfactory supplies of the Vetter Materials due to Force Majeure, and such Force Majeure has caused a failure to perform. Any delay in the Services arising from inadequate delivery of the Vetter Materials (whether such delay is based on inadequacy of quality, quantity or otherwise) (herein, "delay") shall postpone any Delivery Date until such other date that Vetter may reasonably determine in its sole reasonable discretion, after good faith consultation with Radius, taking into account (but, for clarity, not with respect to a delay caused by a breach of Vetter under Section 4.1(a)), such factors as Facility capacity and other production commitments. The Parties shall negotiate in good faith any rescheduling caused by a delay in delivery of Vetter Materials that is not caused by a breach of Vetter under Section 4.1(a). The Parties shall mutually agree on any rescheduling caused by delay of Vetter Materials, and Vetter shall assist Radius in pursuing any rights existing against such third party supplier of the Vetter Materials, as set forth in Section 4.9.

4.4 Inspection. On each delivery of any of the Radius Materials and Vetter Materials, Vetter shall (or shall ensure that Vetter Pharma shall) (i) visually inspect, as set forth in the QA, each shipment for apparent physical defects and damage to the exterior packaging; (ii) as set forth in the QA, test, depending on the nature of the materials and the testing history, the Radius Materials, and test the Vetter Materials; and (iii) check each shipment, to confirm or to not confirm, that a valid Certificate of Analysis and other appropriate shipping documentation was contained.[*].

4.5
Limitations. Vetter agrees, and shall cause Vetter Pharma (i) to account for all Radius Materials; (ii) not to provide Radius Materials to any third party without the express prior written consent of Radius, except as provided in the Quality Agreement with respect to approved testing laboratories; (iii) not to use Radius Materials for any purpose other than conducting the Services, including, without limitation, not to analyze, characterize, modify or reverse engineer any Radius Materials or take any action to determine the structure or composition of any Radius Materials unless required pursuant to the Quality Agreement; and (iv) to destroy or return to Radius all unused quantities of Radius Materials according to Radius' written directions.

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4.6 Information Requirements. Radius shall provide a material safety data sheet with respect to the API and the Finished Product, including, without limitation, all chemical, pharmaceutical and/or biopharmaceutical compositions thereof and, to the extent reasonably known, any impact and interaction thereof on all other materials to be used in the Services. If the provision of any such information has the effect, including any result of having to take additional security or safety precautions, of increasing the costs and/or expenses in performing obligations under the Quality Agreement or hereunder, Vetter shall inform Radius thereof. Radius shall specifically inform Vetter if the Radius Materials require any special handling or processing. Each Party shall meet all of its respective notice and information requirements set forth herein and/or in the Quality Agreement; provided, however, it being understood and agreed that neither Vetter nor any of its Affiliates shall have any responsibility or liability, including for Radius' failure to provide accurate and required information for the Services, if the Product has been Manufactured in accordance with the Standard.

4.7 Ownership of Radius Materials. Radius shall at all times retain title to and ownership of the Radius Materials, and any intermediates and components of Radius Materials (including as part of the Cartridges, the Pens, any work in progress, or the Finished Products). Except as otherwise expressly set forth in this Agreement and subject thereto, Radius shall be and remain responsible and liable for the Radius Materials and for the quality thereof. Radius may, in its sole discretion, provide adequate all risk-insurance for the Radius Materials (whether or not included as part of the Cartridges, the Pens, any work in progress, the Finished Products or otherwise), and for all shipment and storage of any thereof, in an amount and on terms satisfactory to Radius.

4.8 Storage; Inspection; API Yield; Materials Value.

(a)
Storage. Vetter shall cause Vetter Pharma to provide, within the Facility, an area or areas where the Radius Materials, the Cartridges, the Pens, the Finished Product (including any intermediates and components thereof, and any work in progress) are segregated and stored in accordance with the Specifications and cGMP, and in such a way as to be able, at all times, to clearly distinguish such materials from products and materials belonging to Vetter Pharma, or held by Vetter Pharma for a third party's account. All Radius Materials, Cartridges, and Pens shall be stored at the Facility, at no costs and/or expenses payable by Radius except if for longer than [*] after the Release, in which event [*] per calendar month per pallet of the API (before manufacture) or the pen device components, and [*] per calendar month per pallet of the Cartridges and the Pens shall be due for such extended storage, due thirty (30) calendar days after being separately invoiced. The following storage conditions shall be maintained:

API (before Manufacture): [*]
Cartridges, Pens, and Finished Product: [*]
Pen device components: [*]

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(b) Surplus; Miscellaneous. Vetter shall notify Radius in writing of any surplus of the Radius Materials and any such surplus shall, if not usable for the Manufacture, be disposed of, returned to Radius or otherwise handled, all as reasonably directed by and at the costs and/or expenses of Radius. Vetter shall, and shall cause Vetter Pharma to, keep the Radius Materials, the Finished Product, any intermediates and components of any Radius Materials or the Finished Product, and any work in progress, free and clear of any liens or encumbrances. Vetter shall cause Vetter Pharma to, at all times, take such reasonable measures as are required to protect the Radius Materials, the Finished Product, any intermediates and components of any Radius Materials or the Finished Product, the Radius Equipment, and any work in progress, from risk of loss or damage at all stages of the Manufacturing Process.

(c) Inspection. Upon written request of Radius, Vetter shall provide Radius with copies of a computerized inventory list, generated in accordance with the SOPs, in respect of the Radius Materials, Vetter Materials, Cartridges, Pens, work-in-process, or Finished Product stored at the Facility. Radius may choose, upon prior written notice, to perform one (1) physical inventory inspection per calendar year (other than for cause), upon such date as may be mutually agreed upon. Vetter shall bear any costs and/or expenses thereof, including, but not limited to, such of Vetter Pharma personnel. Based on said computerized inventory list, Radius shall, within such prior notice, indicate which specific pallets (including cooled or frozen API) are intended to be physically checked, on a random basis and during normal business hours. Any inspection made on a Monday, Tuesday, Wednesday, Thursday or Friday shall not exceed a total number of ten (10) pallets stored at the Facility. The Parties shall also mutually agree on the actual inspection schedules; provided, however, with respect to any inspection in excess of ten (10) pallets, and especially of all (100%) Finished Products, Radius agrees that any such inspection will most likely have to occur on a Saturday, with the actual schedule thereof to be reasonably accepted by Vetter in writing; however, further provided, Vetter agrees that any such inspection shall [*] only occur upon prior mutual agreement between the Parties clarifying the other conditions thereof. The members of the inspection team shall be pre-agreed, and approved by Vetter. Radius shall ensure that the members of Radius's inspection team shall be bound by obligations of confidentiality at least as restrictive as those set forth herein (and any breach whereof shall be deemed breach by Radius). The inspection team of Radius shall at all times be accompanied by members of Vetter's personnel, and not be divided into sub-teams. Any inventory inspection shall be conducted in accordance with cGMP.

(d)

API Yield. The Parties shall evaluate and mutually determine an acceptable target yield, for each calendar year during the Term, after the Manufacture of the first [*] initial Batches of Cartridges Manufactured hereunder, taking into account, fixed and flexible losses, including samples, pre-flush (forerun) volume, overfill and second in-line filter; provided, however, [*] shall, as a buffer, be deducted therefrom (in percent, the "Target Yield"). Until the Target Yield is established, Radius shall be responsible for the costs and/or expenses with respect to all of such API used in excess of an Actual Yield of[*], in the aggregate, with

respect to the first [*] initial Batches of Cartridges Manufactured hereunder, and any other costs and/or expenses incurred by Radius in respect thereof, and Vetter shall be responsible to compensate Radius, at the API Value, for an Actual Yield less than[*], in the aggregate, in respect of such first [*] initial Batches of Cartridges Manufactured hereunder as mentioned above, and costs and/or expenses incurred in respect thereof. Once established, the Target Yield shall be reviewed and re-calculated[*], at the business review meetings of Radius and Vetter, and an update thereof may be agreed by Parties from time to time through good faith negotiations, taking into account the previous year's performance, process enhancements, improvements and changes, cGMP, SOPs and all other relevant circumstances; provided, however, that (i) the Target Yield shall never be less than[*], in the[*]; (ii) the Target Yield shall not be reviewed or re-calculated, as the case may be, but instead not apply at all, if the Manufacture of the Cartridges has been halted or interrupted for a period of [*] or more, or if, in any calendar year, less than one (1) commercial Batch has been Manufactured; (iii) Vetter Pharma's previous performance shall not be determinative and shall not by itself set any precedence for such review, good faith negotiations, and agreement. The Parties shall, after the end of each calendar year, mutually determine and agree on the total actual amount of API used in that calendar year and on the Actual Yield. To the extent that the Actual Yield is equal to, or greater than, the Target Yield, all use of API, and all costs and/or expenses incurred in respect thereof, shall be borne by Radius. If the Actual Yield should be less than the Target Yield, in the[*], Vetter shall reimburse Radius for such excess use of API, multiplied by the API Value, subject to the Annual Cap. Any Defective Product that is subject to compensation according to Section 6.6 shall not be part of the yield calculation.

(e)

Losses; Materials Value. Vetter shall, without undue delay, notify Radius if at any time Vetter or Vetter Pharma believes that any work in progress, Finished Product or Radius Materials, or any intermediates and components of any work in progress, Radius Materials or Finished Product, have been damaged, lost or stolen during use, storage or handling thereof (as not being part of the Manufacture of the Cartridges or Pens). Vetter and/or Vetter Pharma shall have no responsibility or liability to Radius (or any third party on behalf of Radius) for any damage, loss, or theft of the Radius Materials (whether included as part of the work in progress or Finished Product or otherwise), except to the extent that such damage, loss, or theft is due to the (i)[*], and is not coverable by an all-risk property insurance (whether or not purchased by Radius, in its sole discretion, as referred to in Section 4.7), in which event the only liability of Vetter and/or Vetter Pharma shall be for Vetter to compensate Radius for any such damage, loss or theft of the Radius Materials, [*], subject to the Annual Cap; or (ii) Willful Misconduct of Vetter or Vetter Pharma, in which event the only liability of Vetter and/or Vetter Pharma shall be for Vetter to compensate Radius for any such damage, loss or theft of the Radius Materials by their respective replacement value. If insufficient quantities of Radius Materials remain at the Facility to Manufacture a Batch, following any such damage, loss, or theft, Vetter shall, following re-supply of the Radius Materials by Radius, cause Vetter Pharma to Manufacture, at Vetter's costs and/or expenses, the affected Batch as soon as reasonably possible, but within three (3) months at the latest.

4.9 Vetter's Liability for Radius Materials, Third Party Materials and/or Third Party Services. Except as otherwise expressly set forth herein and subject thereto, Vetter, whether for itself and/or Vetter Pharma, shall not be responsible or liable for any [*] (other than performed by Vetter Pharma or[*], as referred to in Section 3.3, for which Vetter shall be liable as in this Agreement provided), but Vetter shall transfer, or cause to be transferred, to Radius, any warranties as received, if any, in respect of any of the foregoing, and Vetter itself shall, if any such warranties should not be transferrable, enforce its agreements with such third parties, and shall otherwise assist Radius in Radius pursuing any such warranties or other remedies as may be available under such agreements between Vetter and/or Vetter Pharma and such third party.

4.10 Equipment.

(a) Procurement. Vetter shall procure and supply all Equipment necessary to perform the Services, except that Radius shall be responsible for providing the Radius Equipment. The Equipment Letter shall continue to govern the purchase and qualification testing of Radius Equipment procured thereunder. Vetter and Vetter Pharma shall only use the Radius Equipment for the Services performed for Radius unless Radius has otherwise given its prior written consent. Vetter shall cause Vetter Pharma to identify the Radius Equipment as the property of Radius.

(b) Maintenance. Vetter shall cause Vetter Pharma to, at all times, maintain the Radius Equipment, at Vetter's cost and/or expense, in accordance with all applicable cGMP, and German manufacturing guidelines, laws and regulations (and manufacturer or supplier instructions, except if in conflict with the foregoing), and Radius-approved cleaning validation processes, and consistent with German industry standards for equipment used in connection with the manufacture and supply of pharmaceutical products; provided, however, that Radius shall be responsible for (i) any individual maintenance costs and/or expenses greater than [*] Euros that is not incurred as a result of [*] of Vetter or Vetter Pharma, or Willful Misconduct of Vetter or Vetter Pharma; (ii) costs and/or expenses for replacement of the Radius Equipment (whether due to defect or at the end of its useful life following normal use, wear and tear); and (iii) any damage caused to the Radius Equipment, other than as a result of [*] of Vetter or Vetter Pharma, or Willful Misconduct of Vetter or Vetter Pharma.

(c) Insurance. Radius shall maintain appropriate property and general liability insurance for the Radius Equipment with full replacement cost coverage.

(d) Ownership. Once Radius has fully paid for the Radius Equipment, Radius shall be the owner of the Radius Equipment and may (i) direct Vetter to cause Vetter Pharma to allow[*], as is and where is, and enable shipment of the Radius Equipment, at Radius's costs and/or expenses, to another location or to be sent directly to Radius; and (ii) amortize the costs and/or expenses of the Radius Equipment on Radius' books and records.

(e) Liens; Ownership; Notice. Vetter shall, and shall cause Vetter Pharma to, keep the Radius Equipment free and clear of any liens or encumbrances. To the extent

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Radius provides spare parts for the Radius Equipment, such spare parts shall remain the property of Radius and shall be used by Vetter Pharma only for maintenance of the Radius Equipment. Vetter shall without undue delay notify Radius if at any time Vetter or Vetter Pharma believes any Radius Equipment has been damaged, lost or stolen.

(f) Capacity Increase. If additional Manufacturing capacity is requested by Radius, and such additional capacity will require the purchase of additional Equipment, Radius shall reimburse Vetter for the costs and/or expenses incurred to procure and install such additional Equipment or, otherwise, (i) the Parties shall negotiate in good faith an adjustment to the prices of the Cartridges, the Pens, or the Finished Products, as applicable, taking into consideration the costs and/or expenses of the additional Equipment and the anticipated increase in volume; or (ii) in the event of inability to agree following such good faith negotiations, Vetter may decline such request.

4.11 Artwork. Radius shall be solely responsible for any and all artwork including, but not limited to, design and content of labels, leaflets and packaging material. Radius shall ensure that the artwork is compliant with regulatory approvals and any Applicable Law. Any changes or supplements to artwork shall be submitted to Vetter, in accordance with applicable SOPs, in writing at least ninety (90) calendar days prior to the desired implementation date, together with the required documentation. Radius shall reimburse Vetter for any costs and/or expenses related to any change, amendment or supplement, and its implementation. Radius shall reimburse Vetter for any labels, leaflets and/or other packaging materials stored at the Facility and becoming obsolete given such implementation.

5. Manufacture.

5.1 Applicable Vetter Law; Filling Date. Vetter shall cause Vetter Pharma to perform the Services in accordance with all Applicable Vetter Law. Vetter shall have Manufacture scheduled in accordance with the Purchase Orders as accepted by Vetter. Vetter may bundle the filling dates for several Purchase Orders, and Vetter may have the Cartridges, the Pens, and/or the Finished Products Manufactured in campaigns; provided, however, that Manufacturing in campaigns will not adversely impact Delivery Dates, Vetter Materials expiration dates and the shelf-life of the Finished Product.

5.2 Facility.

(a) Performance of Services. Vetter shall perform, or have performed, the Services in accordance with the terms of this Agreement, and Vetter shall cause Vetter Pharma to perform all Services at the Facility, provide all staff necessary to perform the Services in accordance with the terms of this Agreement, including the Quality Agreement, and hold at such Facility all Equipment, Radius Equipment, Radius Materials, Vetter Materials, and other items used in the Services.

(b) Facility Change. Vetter shall cause Vetter Pharma not to change the location of such Facility and not to use any additional facility for the performance of Services, without prior written notice to Radius, to be provided at least one (1) week prior to such change upon emergency and three (3) months prior to any such change in all other cases, and not without prior written consent from Radius, which consent shall not be unreasonably withheld or delayed (it being understood and agreed that Radius may withhold consent pending satisfactory completion of a quality assurance audit and/or regulatory impact assessment and approval by any applicable Authority(ies) of the new location or additional facility, as the case may be, and that the Parties shall meet and discuss in good faith the related requirements, timelines, costs and/or expenses).

(c)
Maintenance. Vetter shall cause Vetter Pharma to maintain, at its own costs and/or expenses, the Facility and all Equipment required for the Manufacture in a state of repair and operating efficiency consistent with the requirements of cGMP and all Applicable Vetter Law.

(d)
Licenses and Permits. Vetter shall cause Vetter Pharma to obtain and maintain, at its costs and/or expenses, any Facility or other licenses or permits, and any regulatory and government approvals to maintain the Facility. At Radius' request, Vetter shall cause Vetter Pharma to provide Radius with copies of all such approvals, and Radius shall have the right to use any and all information contained in such approvals or submissions but only in connection with efforts to obtain and/or maintain regulatory approvals for the Finished Product.

(e)
Access to Facility. Vetter shall cause Vetter Pharma to permit Radius[*], and/or its duly authorized representatives to observe and consult with Vetter Pharma during the performance of Services under this Agreement including, without limitation, the Manufacturing of any Batch. Such observation and consultation shall be at the costs and/or expenses of Radius, as prior thereto in good faith negotiated among the Parties, if observing ongoing Manufacturing that is not for cause and not associated with the development of the Product. Vetter agrees, and shall cause Vetter Pharma to agree, that Radius (and its duly authorized agents, subject to Section 10.1 and Section 10.2) shall have continuous access, during operational hours and during active Manufacturing, to inspect the Facility and Manufacturing Process to ascertain compliance by Vetter Pharma with the relevant applicable terms of this Agreement and of the Quality Agreement, including, without limitation, inspection of (i) the Equipment and materials used in the performance of Services; (ii) the holding facilities for such materials and Equipment; and (iii) all Records relating to such Services and the Facility.

(f)
Audits. Radius[*], and/or its duly authorized representatives shall, upon reasonable written notice and during normal business hours, have the right to regularly inspect (other

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than for cause), [*], at no cost and/or expense to Radius, such areas of the Facility used for the Manufacture, which inspection shall not exceed the duration of [*] business days, except that such limits shall not apply in the event of any critical concern with respect of the quality of the Cartridges, the Pens or the Finished Products, or as necessary for cause. Vetter agrees that Radius may include in its audit teams employees of an Affiliate of Radius, or of a[*]; provided, however, prior to any such audit with the participation of any such employee, a written agreement shall be in place protecting the confidentiality of such audit, and any such employees of an Affiliate of Radius and any [*] shall be deemed employees of Radius, including for purposes of confidentiality.

(g)

Requirements. All audit teams of Radius or its duly authorized representatives, each member of which shall be bound by confidentiality obligations at least as restrictive as those set forth herein (and any breach whereof shall be deemed breach by Radius), shall at all times be accompanied by members of the Facility personnel and not be divided into more than [*].

5.3

Changes to Scope of Services, Manufacturing Process and Specifications.

(a)

Changes to Scope of Services. If the scope of work of the Services changes, then this Agreement may be amended as provided in this Section 5.3(a). If a required modification to the scope of Services is identified by Radius or by Vetter, the identifying Party shall notify the other Party in writing as soon as reasonably possible. Vetter shall provide Radius with a Change Order, and shall use commercially reasonable efforts to do so within ten (10) business days of receiving or providing such notice, as the case may be. No Change Order shall be effective unless and until it has been signed by authorized representatives of each of both Parties. If Radius does not approve such Change Order, then the Parties shall use commercially reasonable efforts to agree on a Change Order that is mutually acceptable. If practicable, Vetter and Vetter Pharma shall continue to work under the existing scope of Services during any such negotiations, if such efforts would facilitate the completion of the work envisioned in the proposed Change Order, but neither Vetter nor Vetter Pharma shall commence work in accordance with the Change Order until it is authorized in writing by Radius.

(b)

Process/Specifications Changes. Any change or modification to the Manufacturing Process or to the Specifications for the Manufacture of the Cartridges, the Pens, or the Finished Products, shall be approved in advance by Radius and shall be made in accordance with the change control provisions of the Quality Agreement.

(c)

Applicable Law Violation. Notwithstanding anything to the contrary in this Agreement with respect to Change Orders, Vetter and Vetter Pharma shall not be required to continue the Services without implementation of a Change Order or to commence

implementation of a Change Order, either of which may be immediately discontinued without being deemed in breach of this Agreement following written notice of such intent to Radius, if Vetter and Vetter Pharma reasonably believe, and if Vetter provides to Radius reasonable evidence, that implementation or non-implementation of such Change Order constitutes or will cause a violation of any Applicable Law.

(d)

Increased Risk Exposure. If Vetter and Vetter Pharma reasonably believe that implementation or non-implementation of a Change Order creates an increased risk that Vetter and/or any of its Affiliates is or could be held responsible or liable for any third party claim with respect to the Product, (i) Vetter shall notify Radius, and provide its reasonably detailed analysis to Radius; and (ii) Vetter shall cause Vetter Pharma to continue the Services as instructed by Radius; provided, however, in the event Vetter Pharma proceeds, pursuant to Radius' instruction, in the manner that creates such increased risk, Radius shall indemnify, defend and hold Vetter and/or its Affiliates harmless from and against any and all Costs in connection with any actual action, suit, claim or demand brought or instituted against Vetter and/or its Affiliates by a third party to the extent resulting from or arising out of such implementation or non-implementation at Radius' instruction.

(e)

Unsuccessful Discussions. In the event of such potential violation of any Applicable Law, if the Parties cannot reach mutual agreement within forty-five (45) calendar days of diligent, good faith negotiation, either Party shall have the right to terminate this Agreement, as provided in Section 14.3(iv).

5.4

Regulatory Matters.

(a)

Regulatory Approvals. Radius shall be responsible for obtaining, at its costs and/or expenses, all regulatory and governmental approvals and permits necessary for Radius' commercialization, in the United States of America, Canada, Australia, New Zealand, any country of the European Union, Switzerland, Norway, Liechtenstein, Iceland and/or any Designated Country, of the Finished Product, including, without limitation, NDA submissions, and any required submissions to be filed by Radius with the appropriate Authority of a country other than the United States of America.

(b)

Required Updates. Radius shall neither sell, nor distribute nor otherwise use, whether directly or indirectly, any Finished Product in any country outside of the United States of America, Canada, Australia, New Zealand, any country of the European Union, or Switzerland; provided, however, (i) any country other than such countries mentioned in the foregoing clause of this sentence may be designated in writing by Radius to be a Designated Country, and the Parties shall work together to complete all regulatory, technical, commercial, quality and/or certain other requirements (and any filings required to be made

by Radius) necessary for any country to be a Designated Country; and (ii) Radius agrees to update Vetter on any such requirements of Norway, Liechtenstein, and Iceland (for clarity, other than cGMP of Norway, Liechtenstein, and Iceland, to the extent not Product-specific). Once such working together has been completed and such necessary requirements have been mutually agreed upon, such requirements applicable to the Manufacture of the Cartridges, the Pens, or the Finished Products, intended for use by Radius in Norway, Liechtenstein, Iceland or such Designated Country, Vetter shall cause Vetter Pharma to Manufacture the Cartridges, the Pens, or the Finished Products in accordance with such requirements, which shall become part of the Standard, and Radius may thereafter sell, distribute or otherwise use, whether directly or indirectly, such Finished Product in Norway, Liechtenstein, Iceland or such Designated Country. Radius shall provide Vetter Pharma with, included in any notice designating a country to be a Designated Country, the country specific legislation, rules and regulations and practices or requirements of the regulatory authorities and governmental bodies of such country which may affect the Manufacture and/or any Delivery Assistance, and shall inform Vetter of the effect of any thereof. After good faith discussions on any of the foregoing contained in the previous sentences and mutual agreement in respect of any thereof, Vetter shall thereafter comply with, and the definition of Applicable Vetter Law shall thereafter be deemed to include, such requirements. For avoidance of doubt, Radius shall not be restricted from distributing Product for use in clinical trials in any country except as may be prohibited by Applicable Law.

(c)

Supporting Information. Subject to Radius' obligation to make any payments therefore to Vetter, as expressly and separately mutually agreed by the Parties in writing, Vetter and Vetter Pharma shall provide Radius with all supporting data and information relating to the Manufacture reasonably necessary for obtaining or maintaining such approvals mentioned in Section 5.4(a) and referred to in Section 5.4(b).

(d)

Regulatory Inspections. Vetter shall, and shall cause Vetter Pharma to, permit Radius ([*], subject to Section 10.1, Section 10.2) to the extent not prohibited by Applicable Law, to be present and participate in any inspection by any Authority of the Facility or the Manufacturing Process, to the extent any such inspection relates to the Cartridges, the Pens, or the Finished Products (and is not a general cGMP audit of the Facility, even if such general cGMP inspection also relates to the Cartridges, the Pens, or to the Finished Products); provided, however, such presence shall be limited to presence in the inspection room during the initial discussion, daily wrap-up discussions and the final discussions. Vetter shall give as much advance notice as possible to Radius of any such inspection.

(e)

Regulatory Communication. Vetter shall cause Vetter Pharma to provide Radius with a copy of any report or other written communication received from such Authority in connection with such inspection, and any written communication received from any Authority relating to the Product, the Facility or the Manufacturing Process (to the extent any such communication is not only generally related to cGMP, without impacting the quality of

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the Product), within [*] business days after receipt. The Parties shall consult each other in an effort to arrive at a mutually acceptable answer to any such communication, request or procedure for taking other appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Authority, or take other action, that it deems to be appropriate or required by any applicable law, regulation and/or the practices of any regulatory authority. Vetter shall cause Vetter Pharma to provide Radius with a copy of any final responses of Vetter and/or Vetter Pharma within [*] business days after submittal.

6. Product Acceptance Process.

6.1

Compliance by Vetter Pharma. Vetter shall cause Vetter Pharma to Manufacture the Cartridges, the Pens, and the Finished Products in accordance with the Standard. Vetter shall cause Vetter Pharma to sample and test each Batch against the Specifications as further provided in the Quality Agreement to determine if the Manufacture has taken place in compliance with the Standard.

6.2

Provision of Records. If, based on such tests and documentation review, a Batch was Manufactured in accordance with the Standard, then a Certificate of Compliance shall be completed and approved as further provided in the Quality Agreement. The Batch Documentation for each Batch shall be delivered to Radius, drafted in the English or the German language as mutually agreed by the Parties depending on the specific Batch Documentation, by electronic transfer (and the qualified person of Radius may have access to such sharepoint, in accordance with the rules applicable to any such access), with a copy provided by a reputable overnight courier or by registered or certified mail, postage prepaid, return receipt required, if so requested, and to the address and contact as specified by Radius, provided that if such contact is a third party, such third party shall be bound by confidentiality obligations substantially similar to those of Radius to Vetter hereunder. Upon request, Vetter shall deliver to Radius all raw data, reports, authorizations, certificates, methodologies, raw material specifications, SOPs applicable hereunder, standard test methods, and other documentation in the possession or under the control of Vetter and/or Vetter Pharma relating to the Manufacture. If Radius requires additional copies of such Batch Documentation, or translations of the Batch Documentation from the German into the English language, these shall be provided by Vetter to Radius. Any translations from the German into the English language, including as required under the Quality Agreement, shall be at the costs and/or expenses of Radius, at [*] Euros per page.

6.3

Review of Batch Documentation. Radius shall review the Batch Documentation for each Batch, and may test, subject to the Quality Agreement, samples of the Batch against the Specifications. Radius shall notify Vetter in writing of its Acceptance or rejection of such Batch within thirty (30) calendar days of receipt of the complete Batch Documentation relating to such Batch. During this review period, each Party agrees to

respond without undue delay, but in any event within ten (10) calendar days, to any reasonable inquiry or request for a correction or change by the other Party with respect to such Batch Documentation. Radius has no obligation to Accept a Batch if such Batch was not Manufactured in accordance with the Standard; provided, however, that Vetter and/or Vetter Pharma shall be conclusively deemed [*] with respect to the relevant Manufacture if it can be shown, by way of the Batch Documentation, documents related to the Manufacture other than Batch documentation or samples of the Product, that the Product has been Manufactured in accordance with the Standard.

6.4

Acceptance. Any Cartridge, Pen, Finished Product and/or Batch Documentation not rejected as herein described shall be deemed Accepted by Radius to the extent that either thereof may contain any non-latent defect. Any Cartridge, Pen, Finished Product and/or Batch Documentation containing any latent defect shall be deemed Accepted, unless rejected by written notice to Vetter within a period of twelve (12) months after delivery thereof and caused by Manufacture that had not been performed in accordance with the Standard; provided, however, Radius shall notify Vetter in writing without undue delay after the discovery of any latent defect. Neither Vetter nor any of its Affiliates shall have any responsibility and/or liability to arrange, at the costs and/or expenses of Vetter, for return or disposal of the rejected Cartridge, Pen or Finished Product, or to supply replacement Cartridges, replacement Pens, or replacement Finished Products, if the rejection is based solely on the supply of Radius Materials failing to conform to the applicable specifications.

6.5

Disputes. In case of any disagreement between the Parties as to whether the the Cartridges, the Pens, or the Finished Products, were Manufactured in accordance with the Standard, the quality assurance representatives of each of the Parties shall attempt in good faith to resolve any such disagreement, and Radius shall follow its procedures, and Vetter shall cause Vetter Pharma to follow SOPs, to determine whether the Manufacture has been performed in accordance with the Standard. If the foregoing discussions do not resolve the disagreement in a reasonable time (which shall not exceed thirty (30) calendar days), a representative sample of such Cartridge, Pen, or Finished Product, and any related documentation, shall be submitted to an independent testing laboratory or quality assurance expert, as relevant, mutually agreed upon by the Parties for tests and final determination of whether such Cartridge, Pen, or Finished Product was Manufactured in accordance with the Standard. The laboratory or expert shall meet cGMP, be of recognized standing in the industry, and consent to the appointment of such laboratory or expert shall not be unreasonably withheld or delayed by either Party. Such laboratory or expert shall use the test methods contained in the Specifications. The determination by such laboratory or expert with respect to whether (all or any part of) the Manufacture has been performed in accordance with the Standard shall be final and binding on each of the Parties as to the evaluated facts, absent manifest error. The price of the laboratory or expert for making such determination shall be paid by the Party against whom the determination is made. Radius and Vetter shall each ensure that such independent testing laboratory or expert is bound by confidentiality obligations at least as restrictive as those set forth herein. Any personnel of the independent

testing laboratory or expert who will be involved in such testing/determination shall not have been employed by either Party for a period of ten (10) years prior to the Effective Date and shall have experience in the pharmaceutical industry, preferably in the field of contract manufacturing (sterile pre-filling) and the outsourcing thereof.

6.6
Remedies for Defective Product.

(a) Replacement of Defective Product. If a Product was not Manufactured in accordance with the Standard ("Defective Product"), then, at the sole option of Vetter after consultation of Radius, with the response of Radius to be reasonably considered by Vetter, Vetter shall either (i) refund, in full, the price paid by Radius for such Defective Product (if already paid, or if not yet paid by Radius, Vetter shall not charge Radius for such Defective Product); or (ii) at Vetter's costs and/or expenses (except if the Defective Product has not yet been paid for, in which event Vetter may charge the full price for the replacement Product), as soon as reasonably possible, [*], after such notice of rejection was received by Vetter Pharma, cause Vetter Pharma to Manufacture a replacement Product, following Radius' supply to the Facility of new Radius Materials, if applicable, required for the Manufacture of such replacement Product; provided, however, that, if the Parties mutually agree in writing, Vetter may, instead of providing a refund or having Manufactured a replacement Product, cause Vetter Pharma to Rework or Reprocess the Cartridges, the Pens, or the Finished Products that had not been Manufactured in accordance with the Standard, at Vetter's costs and/or expenses, so that the Product can be deemed to have been Manufactured in accordance with the Standard.

(b) Compensation for Radius Materials[*]. Such costs and/or expenses to be borne by Vetter, as referred to under Section 6.6(a) above, shall specifically include the value of the Radius Materials used in the Manufacture of such Product, which shall only be reimbursed by Vetter if such Product was not Manufactured in accordance with the Standard[*], subject to the Annual Cap.

(c) Compensation for Radius Materials at Replacement Costs. In the event that any Willful Misconduct of Vetter or Vetter Pharma caused the Product to not have been Manufactured in accordance with the Standard, Vetter shall be liable for the full replacement value of the Radius Materials lost due to such Manufacture not in accordance with the Standard.

(d) Evaluation of Root Cause. Notwithstanding anything to the contrary contained in this Agreement with respect to Manufacture that had not been in accordance with the Standard, if during any calendar year two (2) or more Batches are rejected by Radius, Vetter shall notify Radius and upon receipt of such notification by Radius, the Parties shall meet to discuss, evaluate and analyze the reasons for and implications of the failure of the Manufacture to be in accordance with the Standard, and the rejection by Radius and, further, Vetter shall have the right to cease all Manufacturing and not be deemed in default or breach under this Agreement, with all scheduled or other Manufacture not to recommence

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

until such time as final disposition of rejected Batch(es) has been determined, and complete investigations have been finalized with root cause analysis and corrective actions to prevent further Batch rejections, which determinations shall be agreed to in writing by the Parties. Vetter shall perform or have performed such investigations, root cause analysis and corrective actions diligently and expeditiously. Radius may request recommencement of Manufacture in writing, with and subject to assumption by Radius of all responsibility and liability for recommencement in the event of further Batch rejection for the same exact or similar reasons. For clarity, with respect to any delay or cessation of Manufacturing referred to hereunder, Radius shall be relieved of any of its obligations under Section 3.5 for the duration of any such discussion, evaluation, analysis, investigations, root cause analysis and corrective actions, under this Section 6.6(d).

6.7
Disposition of Defective Products. The disposition of Defective Products shall be the responsibility of Radius' quality assurance department.

7. Delivery of Product.

7.1
Release. Vetter agrees not to make available for [*] the Finished Products until Release and Acceptance, which [*] shall be arranged subject to Section 7.2 and Section 7.4. As an exception to the applicable terms and conditions of Article 6, Finished Products may be shipped under quarantine upon prior written request of Radius, which request shall constitute conclusive evidence that Radius assumes any and all risks and liabilities, specifically including, but not limited to, as set forth in Article 12 below, in any way associated with such quarantine shipment; provided, however, the only responsibility or liability of Vetter for itself and/or any of its Affiliates for such Finished Products delivered by quarantine shipment shall be as set forth in Section 6.6 and Section 4.9.

7.2
Delivery Date. Any Finished Products shall be delivered (i) on or before the last business day of the month specified by Radius, as desired, in the applicable Purchase Order, only deemed accepted by Vetter if placed [*] prior to Release, and if the delivery is to occur no later than twenty-one (21) calendar days after Release; (ii) on such other date mutually agreed upon by the Parties; or (iii) if neither specified and accepted nor mutually agreed upon in a timely manner, on such date as Vetter shall in good faith reasonably determine, along with subsequent written notification to Radius that the Finished Product is ready for [*] (any foregoing date, "Delivery Date"); provided, however, that Vetter may take into account for any agreement on or determination of the Delivery Date such factors as Facility capacity, other production commitments and similar business factors.

7.3
Delivery Delay. Without limiting Vetter's obligations to supply Finished Product as agreed in Section 7.2, Radius shall be informed (in writing, by email) of any delivery delay or other delay of which Vetter or Vetter Pharma becomes aware as soon as

possible if unforeseen circumstances cause any such delay, in which event the Parties shall work together in good faith to address and separately agree in good faith on an alternative Delivery Date not to be delayed by more than thirty (30) calendar days, or such longer period as may be mutually agreed, to minimize such delay, such agreement not to be unreasonably withheld; provided, however, Vetter may reasonably take into account such factors as Facility capacity, other production commitments and similar business factors. Upon any such inability not cured within such period of consecutive business days as set forth hereinabove or if the Parties do not reach agreement on an alternative Delivery Date, Radius may cancel, without penalty or liability under Section 3.5, all Purchase Orders accepted by Vetter for any month of the Fixed Period affected by such inability, such cancellation being the sole remedy for any such delay or inability to deliver.

7.4

[*]. Finished Products and samples thereof shall be delivered [*] Facility ([*] Incoterms® 2010). Radius shall be responsible for arranging for shipment and in-time [*] of the Finished Products, using the Vetter delivery management system which includes reserving [*] time slots provided by Vetter. Vetter shall cause Vetter Pharma to store the Finished Products at the Facility, in the same way as set forth in Section 4.8(a), until the Delivery Date.

7.5

Product [*] Delay.

(a) Storage Continued. In the event of any delay in [*] following the Delivery Date established pursuant to Section 7.2, Vetter shall cause Vetter Pharma to warehouse such Finished Products, in accordance with the mutually agreed upon storage specifications for the Finished Product; provided, however, Vetter and/or its Affiliates shall have no liability for the loss of any Finished Products stored at the Facility due to [*] delay by Radius, as long as it was stored in accordance with the mutually agreed upon storage specifications for the Finished Product set forth in Section 4.8(a), and the obligations of Vetter and/or Vetter Pharma under Section 4.8(e) shall not be applicable to the Finished Products stored due to any such [*] delay, except if in accordance with, and subject to, Section 7.5(c); provided, however, in the event of any such loss, Vetter shall notify Radius thereof without undue delay.

(b) Storage Pricing Without Separate Agreement. If no separate agreement by the Parties should be in place with respect to storage of Finished Products at the Facility due to any such [*] delay, Radius may be invoiced by Vetter for such storage within fourteen (14) calendar days of the Delivery Date, and Radius shall compensate Vetter per each month of storage of the Finished Product (to be pro-rated as relevant) after such fourteen (14) calendar days' grace period, in the amount of [*] per pallet per month; provided, however, for clarity, Vetter shall not be liable for Product lost during such grace period, except in the event of Vetter's or Vetter Pharma's Willful Misconduct.

(c) Storage Pricing Under Separate Agreement. If a separate agreement by the Parties should be in place with respect to storage of Finished Products at the Facility due to any such [*] delay, Radius shall be invoiced by Vetter for such storage within fourteen (14) calendar days of the Delivery Date, and Radius shall compensate Vetter per each month of storage of the Finished Products (to be pro-rated as relevant) after such fourteen (14) calendar days' grace period, in the amount stipulated in the aforementioned separate agreement. In the event of loss of such Finished Product not timely [*] by Radius, Vetter's liability for such Product shall be as in Section 4.8(e) set forth.

7.6 Delivery Assistance. Vetter shall, directly or indirectly through its Affiliates or through external service providers, upon written request of Radius and in any event at the costs and/or expenses, [*], of Radius, provide certain Delivery Assistance, further details of which may be set forth in a separate written agreement. Radius shall, upon request of Vetter, provide information required for taxation or reporting purposes in respect of export of the Finished Products.

8. Prices and Payments.

8.1

Price. The price of the Cartridges, the Pens, and the Finished Products and the prices for the performance of Services shall be as set forth in Appendix B. Any applicable taxes (e.g. VAT, when applicable), customs, fees and other duties, if any, shall be in addition to such amounts and noted separately on the relevant invoice. The price for any Delivery Assistance shall be invoiced separately with reasonable supporting detail.

8.2

Invoices. Without undue delay, Vetter shall issue an invoice to Radius, fourteen (14) calendar days after Release; provided, however, if a Batch should be Released and found, in the reasonable opinion of Radius, to be constituting Defective Product, any payment by Radius related to such Batch shall only be due upon Acceptance by Radius of such Batch. Payment by Radius of undisputed invoices shall be due net thirty (30) calendar days after the the invoice date (receipt of readily available funds by Vetter); provided, however, that the invoice date shall be the date of the day the invoice is sent to Radius by electronic mail.

8.3

Payments. Radius shall make all undisputed payments pursuant to this Agreement by check or wire transfer to a bank account designated in writing by Vetter. All payments (whether undisputed or due after a resolved dispute) under this Agreement shall be made net, and in Euros. If Radius pays any undisputed amounts later than thirty (30) calendar days of the date of the invoice, Vetter shall be entitled to interest of the invoiced amount of [*] (except when payment is subject to a good-faith resolution of any dispute). Radius shall pay, as herein set forth, such interest in total, as accumulated in accordance with this Article as of the time of payment due, upon separate invoice by Vetter. Radius shall take title to and

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ownership of any Cartridges, Pens, and Finished Products upon Release, Acceptance, and payment therefor.

8.4

Taxes. Duty, sales, use or excise taxes imposed by any governmental entity that apply to the provision of Services shall be borne by Radius (other than taxes based upon the income of Vetter or Vetter Pharma).

8.5

Adjustments. Not more than once during each calendar year during the term of this Agreement, Vetter may adjust its prices, whether an increase or decrease, up to [*] per calendar year ("Annual Price Adjustment"). Annual Price Adjustments are made to reflect (i) a change in the costs and/or expenses in respect of the Manufacture, including, by way of example, changes to the Manufacturing process, or a change, in the ordinary course of business prior to such change, in the costs and/or expenses incurred in respect of materials, wages, insurance, energy costs and other associated costs and/or expenses affecting Vetter and/or any of its Affiliates (collectively, "Product Costs"); or (ii) that full commercial Batches are not ordered on a routine basis (i.e., have been subject to erratic fluctuations) and not in accordance with the Forecast (while, for clarity, Purchase Orders, being made on a routine basis but not being made in accordance with the Forecast, shall be subject to Section 3.5), in which event Vetter reserves the right to provide a tiered pricing structure. If at any time the Product Costs increase or decrease by a percentage in excess of [*] per calendar year, Vetter shall provide Radius with reasonable support evidencing such increase or decrease in excess of such percentage and the Parties shall negotiate any such Annual Price Adjustment in good faith. Increases in costs and/or expenses incurred in respect of materials supplied by any third party which are outside of the ordinary course of business referred to above shall be borne by Radius upon occurrence, and shall not be subject to or require an Annual Price Adjustment; provided, however, Vetter shall provide reasonable supporting evidence of such increase (for example, but not by way or requirement or limitation, a written statement by such third party supplier showing the increase factor). The pricing applicable on the Effective Date applies to such Batch sizes agreed as of the Effective Date, and any change in Batch sizes shall require an amendment of the pricing thereof to be negotiated in good faith by the Parties, and shall not be subject to or require an Annual Price Adjustment.

8.6

Procedure; Dispute. The Parties shall discuss the Annual Price Adjustment for a period of thirty (30) calendar days. If the Parties cannot agree on the Annual Price Adjustment within such period, an independent mediator, also being an independent certified public accountant, shall be appointed by the Parties who shall have the right to disclose to Radius not the calculation basis of the Product Costs but the result of the decision only. Radius and Vetter shall each ensure that such independent mediator (i) is bound to each Party by obligations of confidentiality at least as restrictive as those set forth herein; (ii) shall not have been employed by either Party for a period of ten (10) years prior to appointment hereunder; (iii) shall have experience in the pharmaceutical industry, preferably in the field of

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contract manufacturing (sterile pre-filling and the outsourcing thereof); and (iv) shall decide within further thirty (30) calendar days. The Parties shall share the costs and/or expenses of the mediator, proportionally based on the outcome of the claim; provided, however, a fully unsuccessful Party (compared to its claim) shall carry the entirety of such costs and/or expenses.

9. Intellectual Property Rights.

9.1

Radius Technology. Any and all rights to and interests in Radius Technology shall remain solely with Radius and, except as otherwise set forth in this Agreement, no right or interest therein is transferred or granted to Vetter or Vetter Pharma under this Agreement. Any such Radius Technology with respect to the Manufacture (including any manufacturing process) disclosed to Vetter and/or any of its Affiliates and implemented at the Facility ("Radius Disclosed Manufacturing IP") shall be subject to the rights granted pursuant to this Section 9.1. Radius hereby grants to Vetter a non-exclusive, fully paid-up, royalty-free license, with the right to sub-license to Vetter Pharma and[*], such grant made solely for the limited purpose of carrying out duties and obligations under this Agreement (including the Quality Agreement), including to the Radius Technology and the Radius Disclosed Manufacturing IP. Subject to the provisions of the final sentence of this Section, Vetter acknowledges and agrees that such limited, non-exclusive, license shall expire upon the completion of such duties and obligations or the termination or expiration of this Agreement, whichever is the first to occur. Only to the limited extent as may be necessary to enable Vetter to provide customary manufacturing services to its other customers with respect to products that do not contain the same API as the Product, Radius shall grant Vetter and its Affiliates a perpetual, worldwide, royalty-free, fully paid up, non-exclusive and non-transferable license under any Radius Disclosed Manufacturing IP that is not the subject of patent rights owned or controlled by Radius, notice of which is provided to Vetter, only in respect of any manufacturing processes as embodied in the products as may be developed and produced by any Affiliates of Vetter, for sale, distribution and/or other use by such other customers in a manner consistent with this Article and the confidentiality obligations of Vetter under this Agreement.

9.2

Vetter Technology. Any and all rights to and interests in Vetter Technology shall remain solely with Vetter and, except as otherwise set forth in this Agreement, no right or interest therein is transferred or granted to Radius under this Agreement. Vetter covenants that Vetter owns all rights, title, and interest in and to any and all Vetter Technology to the extent embodied in the Cartridges, the Pens, and the Finished Products. Vetter hereby grants, for the United States, any country of the European Union, Switzerland, Australia, Canada, New Zealand, and, subject to Section 5.4(b), Norway, Lichtenstein, Iceland, and any Designated Country, a non-exclusive, irrevocable, royalty-free, fully paid-up, non-transferable and non-sublicensable license to Radius (except, for clarity, that Radius may be transfer or sublicense, to its Affiliates[*]), to use and have used the Vetter Technology and the

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Manufacturing Improvements embodied in the Cartridges, the Pens, or the Finished Products Manufactured and supplied hereunder, all as herein contemplated and set forth.

9.3 Improvements.

(a) Vetter Employee Inventions. Vetter covenants that Vetter and its Affiliates have complied, and will continue to comply, with the German Act on Employee Inventions (the "Act"). Vetter shall take any and all actions to ensure that any Improvements made by employees of Vetter or its Affiliates ("Vetter employees") are claimed by Vetter in accordance with the Act, so that all rights to such Improvements are vested in Vetter, and may be transferred or licensed to Radius (which may be transferred or sublicensed, by Radius, to its Affiliates and its sublicensees), if and as provided in and subject to this Agreement. Any costs and/or expenses associated with compliance with the provisions of the Act and any compensation that may be due to any Vetter employees for such Improvements shall be paid by Vetter.

(b) Radius Employee Inventions. Radius covenants that Radius and its Affiliates have complied, and will continue to comply, with any Applicable Law on employee inventions. Radius shall take any and all actions to ensure that any Improvements by employees of Radius or its Affiliates ("Radius employees") are claimed by Radius in accordance with such Applicable Law, so that all rights to such Improvements are vested in Radius and may be transferred or licensed to Vetter (which may be transferred or sublicensed, by Vetter, to its Affiliates), if and as provided in and subject to this Agreement. Any costs and/or expenses associated with compliance with the provisions of such Applicable Law and any compensation that may be due to any Radius employees for such Improvements shall be paid by Radius.

(c) Radius Improvements. Any Radius Improvements shall be owned by Radius, without any restrictions (subject only to the licenses granted to Vetter in Section 9.1 above), including the right to assign, transfer and sublicense. Vetter agrees (i) to disclose, without undue delay, to Radius any and all Radius Improvements; and (ii) that any and all Radius Improvements shall be the sole and exclusive property of Radius, and that any rights to such Radius Improvements are hereby assigned to Radius; and (iii) that any such assignment to Radius shall be made without additional compensation to Vetter or Vetter Pharma (for such assignment itself but, for clarity, whether Vetter or Vetter Pharma shall be compensated for making a Radius Improvement shall be subject to good faith discussions among the Parties, in the light of such actual Radius Improvement) or any Vetter employee or representative thereof. Vetter shall, and shall cause Vetter Pharma to, take such steps as Radius may reasonably request (at Radius' costs and/or expenses) to vest in Radius ownership of the Radius Improvements.

(d) Manufacturing Improvements. Any Manufacturing Improvements shall be owned by Vetter or any of its Affiliates, without any restrictions (subject only to the license granted to Radius in Section 9.2 above), including the right to assign, transfer and

sublicense. Radius agrees (i) to disclose, without undue delay, to Vetter any and all Manufacturing Improvements; and (ii) that any and all Manufacturing Improvements shall be the sole and exclusive property of Vetter, and that any rights to such Manufacturing Improvements are hereby assigned to Vetter; and (iii) that any such assignment to Vetter shall be made without any compensation to Radius (for such assignment itself but, for clarity, whether Radius shall be compensated for making a Manufacturing Improvement shall be subject to good faith discussions among the Parties, in the light of such actual Manufacturing Improvement) or any Radius employee or representative thereof. Radius shall take such steps as Vetter may reasonably request (at Vetter's costs and/or expenses) to vest in Vetter ownership of the Manufacturing Improvements.

9.4
Patent Filings. Radius shall have the exclusive right and option, but not the obligation, to prepare, file, prosecute, maintain and defend, at its sole costs and/or expenses, any patents that claim or cover the Radius Improvements. Vetter shall have the exclusive right and option, but not the obligation, to prepare, file, prosecute, maintain and defend, at its sole costs and/or expenses, any patents that claim or cover the Manufacturing Improvements.

10. Confidentiality.

10.1
Confidential Information.

(a)
Obligations. During the term of this Agreement and continuing for ten (10) years following the Completion Date, each Party shall (and each Party shall cause its Affiliates to) keep confidential, to the same extent it keeps its own proprietary information secret, and not disclose to others or use for any purpose, other than as may be necessary to fulfill its obligations or in the reasonable exercise of rights granted to it under this Agreement and/or the Quality Agreement, Confidential Information disclosed, before or after the Effective Date (i) given by one Party and/or any of its Affiliates, or any of their respective employees or representatives, to the other Party and/or any of its Affiliates, in tangible form, including, without limitation, writings, drawings, photographs, data carriers, notes, records, reports, sketches, plans, memoranda or models, and identified as confidential in writing; (ii) orally disclosed by a Party or its Affiliate, and within thirty (30) calendar days thereafter reduced to tangible form, identified as confidential in writing and delivered to the other Party or its Affiliate; or (iii) observed or heard by a Party and/or any of its Affiliates at the other Party's or its Affiliate's premises and within thirty (30) calendar days thereafter reduced to tangible form, identified as confidential and delivered to the other Party; provided, however, for all purposes hereof, identification of information as confidential shall serve as conclusive evidence between the Parties that such information is to be considered Confidential Information under this Agreement, and failure to identify the information as confidential in writing shall neither destroy the confidential nature thereof nor remove the obligation of the receiving Party to maintain the confidentiality thereof.

(b)
Definition; Exceptions. Confidential Information of Vetter includes, but is not limited to, Vetter Technology and Manufacturing Improvements. Confidential Information of Radius includes, but is not limited to, Radius Technology and Radius Improvements. The obligations under this Section regarding Confidential Information shall not apply to any portion of the Confidential Information which (i) is known to the recipient at the time of disclosure (whether before or after the Effective Date) and is not subject to another confidentiality obligation to the discloser and/or any of its Affiliates at such time, as reasonably documented by recipient's written records; (ii) after the time of disclosure becomes public knowledge through no fault of the recipient; (iii) is received from a third party having the lawful right to disclose it without obligation of confidentiality; and/or (iv) is independently developed by or on behalf of recipient without use of or reliance upon discloser's Confidential Information.

(c)
Public Domain. Information shall not be deemed to be part of the public domain by reason solely that it is known to only a few of those people to whom it might be of commercial interest, and a combination of two (2) or more portions of the Confidential Information shall not be deemed to be generally available to the public by reason solely of each separate portion being so available.

10.2
Permitted Disclosure.

(a) Limited Purpose. A Party may disclose Confidential Information of the other Party to (i) its Affiliates, and to its and their trustees/executors (if any), directors, employees, [*], in each case who have a specific need to know such Confidential Information and who are bound by obligations of confidentiality at least as restrictive as those set forth herein (it being agreed and understood that such Party shall be responsible and liable for any disclosure of such Confidential Information by any such person or entity herein mentioned); and (ii) the extent such disclosure is required to comply with any applicable law, regulation and/or the practices of any regulatory authority, order of a court of competent jurisdiction, the rules of any stock exchange or listing entity, or to defend or prosecute litigation; provided, however, the Party so intending to disclose hereunder (x) has provided prior written notice of such intended disclosure to the disclosing Party; and (y) reasonably cooperates with the disclosing Party, in its efforts to take reasonable and lawful actions to avoid or minimize the degree of such disclosure, including seeking confidential treatment of such Confidential Information; and (z) limits such disclosure to the maximum reasonable extent while in compliance with such legal requirement.

(b) [*].

(c) Liability. Radius shall be and remain liable to Vetter for any breach by any such entity referred to in Section 10.2(b) of any such obligations of confidentiality and non-disclosure.

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

10.3

Return of Confidential Information . This Agreement does not constitute the conveyance of ownership with respect to or a license to any Confidential Information of the other Party, except as otherwise provided in this Agreement. Upon the expiration or termination of this Agreement for any reason, each Party agrees, except as otherwise provided in this Agreement, to return to the other Party all documentation or other tangible evidence or embodiment of Confidential Information belonging to the other Party and not to use such Confidential Information, unless otherwise agreed. Notwithstanding anything to the contrary contained in this Agreement with respect to the foregoing contained in this Section, one (1) archival copy may be maintained by the recipient and kept confidential in a secure location and the receiving Party will not be required to destroy any copies of such Confidential Information that are securely stored in automated electronic backups.

10.4

Public Statements. Except as required by Applicable Law (for clarity, including the rules of any stock exchange or listing entity), neither Party shall make any public statements or releases concerning this Agreement or the transactions contemplated by this Agreement, or use the other Party's or any of its Affiliates' name in any form of advertising, promotion or publicity, without obtaining the prior written consent of the other Party.

11. Covenants.

11.1

Vetter's Covenants.

(a)

Vetter covenants to Radius that:

(i) it has the full power and right to enter into this Agreement, and that there are no outstanding agreements, assignments, licenses, encumbrances or rights of any kind held by other parties, private or public, that are inconsistent with the provisions of this Agreement;

(ii) the execution and delivery of this Agreement by Vetter has been authorized by all requisite corporate action, and that this Agreement is and will remain a valid and binding obligation of Vetter, enforceable in accordance with its terms, subject to German laws of general application relating to bankruptcy, insolvency and the relief of debtors;

(iii) the Services shall be performed with requisite care, skill and diligence, in accordance with Applicable Vetter Law and the German pharmaceutical industry standards, and by individuals who are appropriately trained and qualified;

(iv) [*];

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(v) to its knowledge, the conduct and the provision of the Services will not violate any patent, trade secret or other proprietary or intellectual property rights of any third party, and that Vetter shall, without undue delay, notify Radius in writing should Vetter become aware of any claims asserting such violation;

(vi) Vetter shall not knowingly use or incorporate any invention, discovery, technology, know-how and/or other intellectual property that is not owned by Vetter or its Affiliates, or licensed by Vetter or its Affiliates, for use in the performance of the Services as contemplated herein, without the prior written consent of Radius;

(vii) at the time of delivery to Radius, the Finished Product:

(x) shall have been Manufactured in accordance with the Standard;

(y) shall not be adulterated or misbranded under the FDCA or other Applicable Law;

(viii) Vetter, its Affiliates, and each of their respective officers, employees and directors, as applicable, and that any person used by Vetter or its Affiliates or[*], who perform Services under this Agreement:

(x) have not been debarred and are not subject to a pending debarment, and shall not use in any capacity in connection with the Services any person who has been debarred or is subject to a pending debarment pursuant to section 306 of the FDCA, 21 U.S.C. § 335a;

(y) are not disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding;

(z) have not been convicted of a criminal offense related to the provision of healthcare items or services and are not subject to any such pending action.

(b) Vetter shall notify Radius without undue delay if Vetter, its Affiliates, or[*], or any of their respective officers, employees or directors, as applicable, or any person used by Vetter, its Affiliates, or [*]who performs Services under this Agreement, is subject to any of the foregoing set forth in Section 11.1(a)(viii), or if any action, suit, claim, investigation, or proceeding relating to the foregoing set forth in Section 11.1(a)(viii) is pending, or to the best of Vetter's knowledge, is threatened.

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

11.2
Radius' Covenants.

(a)
Radius covenants to Vetter that:

(i) it has the full power and right to enter into this Agreement, and that there are no outstanding agreements, assignments, licenses, encumbrances or rights of any kind held by other parties, private or public, that are inconsistent with the provisions of this Agreement;

(ii) the execution and delivery of this Agreement by Radius has been authorized by all requisite corporate action, and that this Agreement is and will remain a valid and binding obligation of Radius, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors;

(iii) its obligations shall be performed with requisite care, skill and diligence, in accordance with Applicable Law and industry standards, and by individuals who are appropriately trained and qualified;

(iv) it has and shall continue to have written agreements with its Affiliates, [*] and third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement, to effectuate the terms of this Agreement including, without limitation, Articles 9 and 10 hereof, as applicable, and that Radius shall enforce such agreements to provide Vetter with the benefits thereof;

(v) to its knowledge, the conduct and the provision of its obligations will not violate any patent, trade secret or other proprietary or intellectual property rights of any third party, and that Radius shall, without undue delay, notify Vetter in writing should Radius become aware of any claims asserting such violation;

(vi) Radius shall not knowingly use or incorporate any invention, discovery, technology, know-how and/or other intellectual property that is not owned by Radius or its Affiliates, or licensed by Radius or its Affiliates, for use in the performance of its obligations as contemplated herein without the prior written consent of Vetter;

(vii) at the time of delivery to the Facility, the Radius Materials:

(x) shall have been manufactured in accordance with their specifications;

(y) shall not be adulterated or misbranded under the FDCA or other Applicable Law;

(viii) Radius, its Affiliates, and third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement, and each of their

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respective officers, employees and directors, as applicable, and any person used by Radius, its Affiliates, and third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement, or who perform obligations of Radius under this Agreement:

(x) have not been debarred and are not subject to a pending debarment, and shall not use in any capacity in connection with its obligations under this Agreement any person who has been debarred or is subject to a pending debarment pursuant to section 306 of the FDCA, 21 U.S.C. § 335a;

(y) are not disqualified by any government or regulatory agencies from performing specific services, and are not subject to a pending disqualification proceeding;

(z) have not been convicted of a criminal offense related to the provision of healthcare items or services and are not subject to any such pending action.

(b) Radius shall notify Vetter without undue delay if Radius, its Affiliates, third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement, or any of their respective officers, employees or directors, as applicable, or any person used by Radius, its Affiliates or third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement, or who performs obligations of Radius under this Agreement, is subject to any of the foregoing set forth in Section 11.2(a)(viii), or if any action, suit, claim, investigation, or proceeding relating to the foregoing set forth in Section 11.2(a)(viii) is pending, or to the best of Radius' knowledge, is threatened.

11.3 Ethical Business Practices.

(a)

Radius Compliance. Radius agrees to, and Radius shall cause its Affiliates to, and require its third party contractors engaged by Radius to provide Radius Materials in connection with this Agreement to, conduct the business contemplated herein in a manner which does not violate applicable United States anti-corruption and United States anti-bribery laws and regulations, and good business ethics common in the United States. Radius agrees that Radius will (and Radius shall cause its Affiliates, and require its third party contractors, engaged by Radius to provide Radius Materials in connection with this Agreement, and each of their respective officers, directors and employees to) not offer to make, not make, not promise, not authorize, and not accept, any payment and not give anything of value, including, without limitation, not make any bribes, or provide any gift, whether directly or indirectly, to any public official or regulatory authority for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an advantage, or obtain or retain business, specifically in connection with this Agreement.

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(b)

Vetter Compliance. Vetter agrees to, and Vetter shall cause its Affiliates and [*] to, conduct the business contemplated herein in a manner which does not violate applicable German anti-corruption and German anti-bribery laws and regulations, and good business ethics common in Germany. In performing the Services hereunder, Vetter agrees that Vetter will (and Vetter shall cause its Affiliates and Grieshaber and each of their respective officers, directors, and employees to) not offer to make, not make, not promise, not authorize and not accept any payment or give anything of value, including, without limitation, not make any bribes, or provide any gift, either directly or indirectly, to any public official or regulatory authority for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an advantage, or obtain or retain business, specifically in connection with this Agreement.

11.4 Disclaimer of Representations and Warranties. NEITHER PARTY NOR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR, AND NEITHER PARTY NOR ANY OF ITS AFFILIATES MAKES OR EXTENDS, ANY REPRESENTATIONS, AGREEMENTS (OR ANY COVENANTS EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE QUALITY AGREEMENT) OR ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, DIRECT OR IMPLIED, WRITTEN OR ORAL, DIRECT OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.5 [*] Affiliates. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES THAT [*] SHALL ASSUME ANY LIABILITY OR RESPONSIBILITY AND THAT [*] EXCLUSIVELY SHALL BE RESPONSIBLE AND LIABLE FOR THE PERFORMANCE OF ANY OF ITS AFFILIATES TO THE SAME EXTENT AS IF [*] PERFORMED OR FAILED TO PERFORM, ALL AS CONTEMPLATED OR REQUIRED HEREUNDER, AND ANY CLAIM MADE BY [*] (WHETHER ON BEHALF OF [*]ITSELF OR ITS AFFILIATES) SHALL BE MADE EXCLUSIVELY AGAINST [*] (INCLUDING IF UNDER THE QUALITY AGREEMENT AND WITH RESPECT TO ANY RIGHTS AND/OR OBLIGATIONS THEREUNDER, ALL OF WHICH SHALL BE SUBJECT TO THIS AGREEMENT, INCLUDING THOSE THAT SHALL SURVIVE THEREUNDER).

12. Indemnification.

12.1

Indemnification by Vetter. Subject to the applicable provisions of Section 12.2, Vetter agrees to indemnify, defend and hold harmless Radius, its Affiliates and its and their respective officers, directors, and employees (collectively, the "Radius Indemnitees") from and against any and all Costs suffered in connection with any and all actions, suits, claims or demands that may be brought or instituted against any Radius Indemnitee by any third party (including, without limitation, a government authority, but excluding Affiliates of Radius) to

the extent arising out of or resulting from (i) breach of this Agreement (including the Quality Agreement) by any of the Vetter Indemnitees; (ii) any Vetter Indemnitees' [*] or Willful Misconduct in performing obligations under this Agreement or the Quality Agreement or in connection herewith or therewith; and/or (iii) infringement of any intellectual property of any third party under the patent or intellectual property laws of the United States of America and/or the European Union or any member state thereof by any manufacturing process owned and/or used hereunder by Vetter and/or any of its Affiliates or by any Confidential Information of Vetter, or by the use by Radius and/or any of its Affiliates of any thereof, in the course of performance of this Agreement; provided, however, Vetter shall in good faith attempt to settle, at its costs and/or expenses, with such third party, any such infringement of any intellectual property of such third party, and prior to such settlement, Vetter shall notify Radius of the conditions of such settlement by Vetter with such third party, so that Radius may evaluate whether or not such settlement would in any way restrict Radius' sale, distribution, or other use of the Product as contemplated herein, and, further provided, Vetter shall only be responsible, under this sub-clause (iii), up to a maximum amount of [*] Euros, in the aggregate per each calendar year during the term of this Agreement.

12.2

Indemnification by Radius. Radius agrees to indemnify, defend and hold harmless Vetter, its Affiliates and its and their respective trustees/executors, officers, directors and employees (collectively, the "Vetter Indemnitees") from and against any and all Costs suffered in connection with any and all actions, suits, claims or demands that may be brought or instituted against any Vetter Indemnitee by any third party (including, without limitation, a government authority, but excluding Affiliates of Vetter) to the extent arising out of or resulting from (i) the sale (or non-sale), distribution (or non-distribution) and/or other use of the Finished Product; (ii) any breach of this Agreement (including the Quality Agreement) by any Radius Indemnitee; (iii) any Radius Indemnitees' Negligence, Gross Negligence or Willful Misconduct in performing obligations under this Agreement or the Quality Agreement or in connection herewith or therewith; (iv) full compliance by the Vetter Indemnitees with the Standard, or any Specifications provided by Radius; (v) infringement of any intellectual property of any third party by the Product, any Radius Materials, any Confidential Information of Radius, other matter provided by Radius, or the use by Vetter and/or any of its Affiliates of any thereof in the course of performance of this Agreement; and/or (vi) any Delivery Assistance provided by Vetter. Notwithstanding anything to the contrary contained in this Agreement, Radius shall indemnify, defend and hold harmless the Vetter Indemnitees from and against any and all Costs to the extent resulting from or arising out of any product liability claims caused by the [*] of any Vetter Indemnitee, to the extent such Costs are in excess of five (5) million Euros per each calendar year; provided, however, for clarity, not caused by any Willful Misconduct of any Vetter Indemnitee, for which Willful Misconduct, of any Vetter Indemnitee, Vetter shall be responsible and liable to Radius in unlimited amounts.

12.3

Indemnification Procedures. Each Party shall notify the other Party without undue delay, at the latest within thirty (30) calendar days of receipt, of any claims made for which

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the other Party might be liable under Section 12.1 or Section 12.2, as the case may be. Subject to Section 12.4 and to the statutory rights of any insurer of either Party, the indemnifying Party shall have the sole right to defend, negotiate and/or settle such claims. The indemnified Party shall be entitled to participate in the defense of such matter and to employ counsel, at its costs and/or expenses, to assist in such defense; provided, however, that the indemnifying Party shall have final decision-making authority regarding all aspects of the defense of any claim, subject to the statutory rights of any insurer of either Party. The Party seeking indemnification shall provide the indemnifying Party with such information and assistance as the indemnifying Party may reasonably request, at the costs and/or expenses of the indemnifying Party. Each Party understands that no insurance deductible shall be credited against losses for which a Party is responsible under this Article 12.

12.4

Settlement. No Party shall be responsible or bound by any settlement of any claim or suit made without its prior written consent; provided, however, subject to the statutory rights of any insurer of either Party, the indemnified Party shall not unreasonably withhold or delay such consent. If a settlement contains an absolute waiver of liability for the indemnified Party, and each Party has acted in compliance with the requirements of Section 12.3, then the indemnified Party's consent shall be deemed given.

12.5

Limitation of Vetter's Liability; Special Damages.

(a)

Special Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY AGREED BY AND BETWEEN THE PARTIES THAT NEITHER A PARTY NOR ANY OF ITS AFFILIATES SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY AND/OR ANY OF ITS AFFILIATES FOR ANY REASON WHATSOEVER, UNDER ANY LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS (EXCEPT ANY PROFITS CONTAINED IN THE PRICES TO WHICH VETTER MAY BE ENTITLED FOR COMPLETION OF CONTRACTUAL OBLIGATIONS AS PERFORMED IN ACCORDANCE WITH THIS AGREEMENT), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS A RESULT OF A BREACH OF THE CONFIDENTIALITY AND LIMITED-USE OBLIGATIONS IN ARTICLE 10 OR INTELLECTUAL PROPERTY RIGHTS IN ARTICLE 9 TO WHICH THE ABOVE DISCLAIMERS (I.E. EXCLUSIONS) OF DAMAGES SHALL SPECIFICALLY NOT APPLY. NOTHING IN THIS SECTION 12.5(a) IS INTENDED TO LIMIT OR RESTRICT THE OTHER INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY AS SET FORTH HEREIN.

(b)

Limitation of Liability. Except as expressly set forth in this Agreement, neither Radius nor any of its Affiliates shall have any responsibility or liability vis-à-vis Vetter and/

or any of its Affiliates whatsoever. Except as expressly set forth in this Agreement, neither Vetter nor any of its Affiliates shall have any responsibility or liability vis-à-vis Radius and/or any of its Affiliates whatsoever; provided, however, the total annual aggregate liability of Vetter [*], including for direct damages for product liability claims arising under or in connection with this Agreement in any given calendar year, shall be limited to five (5) million Euros, except to the extent such claims are a result of Vetter's or its Affiliates' Willful Misconduct, fraud or a breach of the confidentiality and limited-use obligations contained herein, in any of which exception events such limitation of liability shall not apply. Neither Vetter nor any of its Affiliates shall be liable to Radius or any third party for the performance or non-performance of the Pen, except for the Manufacture of the Pen by Vetter Pharma in accordance with the Standard. Radius shall be responsible to include into the Specifications any instructions by Ypsomed AG for the Manufacture of the Pen.

13. Insurance and Recall.

13.1

Insurance. Following receipt by Radius of the marketing authorization for the Product, and prior to any use, including sale or distribution of the Product, Radius shall self-insure or maintain product liability insurance coverage with a reputable international insurance company, of at least forty (40) million United States Dollars per each calendar year in full force and effect throughout the term of this Agreement (and for at least five (5) years following the Completion Date for claims made coverage), which coverage shall exclude (namely not be reduced by) attorneys' fees and/or court fees. Vetter shall secure and maintain product liability insurance coverage (to the extent commercially reasonable and practicable and if otherwise, Vetter shall remain responsible and liable for such following amount as set forth herein) in full force and effect, in the aggregate of [*] Euros per each calendar year throughout the term of this Agreement (and for at least five (5) years thereafter for claims made coverage), with a financially sound and reputable insurer, which coverage shall include (namely be reduced by) attorneys' fees and/or court fees in the United States and/or Canada. Vetter shall notify Radius in the event its coverage as set forth herein becomes more than fifty percent (50%) impaired as a result of claims in connection with services performed for other customers.

13.2

Evidence of Insurance. Each Party shall furnish to the other Party, upon reasonable request, a certificate from an insurance carrier (having a minimum AM Best rating of A and financial strength of VIII) demonstrating that the insurance coverage set forth above is in effect.

13.3

Recall. Should any Recall be conducted, whether voluntarily by Radius, by order of any regulatory authority and/or pursuant to the Quality Agreement, neither Vetter nor any of its Affiliates shall have any responsibility or liability with respect to any costs and/or expenses resulting from or arising out of any such Recall except to the extent such Recall is based on the failure, due to[*], or on the Willful Misconduct of Vetter Pharma to

Manufacture in accordance with the Standard. In the event of any such [*] of Vetter Pharma, Vetter shall compensate Radius for any such costs and/or expenses, subject to the Annual Cap, up to an amount of fifty (50) thousand Euros per Recall, and in the event of any such Willful Misconduct, Vetter shall compensate Radius for any such costs and/or expenses as actually incurred by Radius in connection with such Recall, and in either of such events, Section 6.6 shall apply to any recalled Finished Products.

14. Term and Termination.

14.1

Term. This Agreement shall take effect as of the Effective Date and, unless terminated pursuant to this Article 14, shall be in effect for an initial term of five (5) years. This Agreement, upon expiration of the initial term or any subsequent term of this Agreement, shall automatically be renewed for subsequent terms of two (2) year periods each, unless either Party shall notify the other Party, upon written notice provided at least two (2) years prior to the expiration of the then-current term, of its intention to not renew this Agreement.

14.2 Unilateral Termination.

(a) By Vetter. Vetter shall have the unilateral right, in its sole discretion, to terminate this Agreement, effective upon receipt by Radius of a written notice by Vetter to Radius, if Radius (i) fails to provide for or maintain product liability insurance coverage, as required under the first sentence of Section 13.1, and does not cure such failure within a thirty (30) calendar days' period; and/or (ii) as finally determined, by a first instance court, is in breach of Section 11.3(a).

(b) By Radius. Radius shall have the right, in its sole discretion, to terminate this Agreement, effective upon receipt by Vetter of a written notice by Radius to Vetter, if (i) Vetter Pharma fails to obtain or maintain any material governmental licenses or approvals required in connection with the Facility, and Vetter does not cure such failure within a thirty (30) calendar days' period; (ii) Radius has reason to believe in good faith that Vetter is in breach of Section 11.3(b), (x) based on an indictment by a German court against Vetter; or (y) justified by the seriousness of the facts of the case, already based on a criminal investigation initiated by a German authority against Vetter; or (z) based on an investigation formally initiated by the United States Department of Justice, Federal Bureau of Investigation, or Securities and Exchange Commission, specifically involving Vetter; and/or (iii) Radius ultimately fails to obtain prior to or on [*], or if there is a delay of more than six (6) calendar months, starting from [*], in obtaining, marketing authorization for the Finished Product.

14.3

Bilateral Termination. Either Party shall have the right to terminate this Agreement, with effect at the end of any relevant notice period provided below, upon receipt by the other Party of written notice to the other Party, if (i) the other Party (or Vetter Pharma) files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or

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consents to the appointment of a receiver or trustee, or makes an assignment for the benefit of creditors, or becomes subject to involuntary proceedings under any bankruptcy or insolvency law applicable to the respective Party (which proceedings remain undismissed for ninety (90) calendar days); (ii) an allegedly breaching Party fails to start and diligently pursue the cure of a material breach of this Agreement within sixty (60) calendar days after receiving written notice from the other Party of such breach (within thirty (30) calendar days for breach of any payment obligation, as herein provided); (iii) a Force Majeure event continues to prevent performance (in whole or substantial part) of this Agreement for a period of at least ninety (90) calendar days; or (iv) the Parties fail to establish mutual agreement in accordance with Section 5.3(e).

14.4

Effect of Termination. The right to terminate this Agreement under this Article 14 shall be without prejudice to any other right or remedy available to either Party. Upon any termination of this Agreement, Vetter shall without undue delay cease, and cause Vetter Pharma to without undue delay cease, performance of the Services and shall take all reasonable steps to mitigate the out-of-pocket costs and/or expenses incurred in connection therewith. In particular, Vetter shall, and shall cause Vetter Pharma, to use its commercially reasonable efforts to (i) without undue delay cancel, to the greatest extent possible, any obligations to a third party; (ii) without undue delay inform Radius of any irrevocable commitments made in connection with any pending Services prior to termination or expiration and Radius shall reimburse Vetter's costs and/or expenses associated with such irrevocable commitments following receipt from Vetter of an invoice therefor and supporting documentation; provided, however, that Radius shall have no obligation to reimburse Vetter for such irrevocable commitments if Radius terminates this Agreement pursuant to one of the respective sub-clauses (i) or (ii) of Section 14.2(b) or one of the respective sub-clauses (i) or (ii) of Section 14.3, or if Vetter terminates this Agreement pursuant to sub-clause (iii) or sub-clause (iv) of Section 14.3; (iii) without undue delay return to the vendor for a refund or, if possible, use for another customer, all unused, unopened Vetter Materials in Vetter Pharma's possession that are related to any pending Services; provided, however, Radius shall have the option, against payment of the purchase price plus handling fees, but not the obligation, to take possession of any such Vetter Materials; (iv) without undue delay inform Radius of the costs and/or expenses of any remaining unused, unreturnable Vetter Materials ordered, and either make available to Radius (or its designee) for[*], as herein provided in respect of the Cartridges, the Pens, the Finished Products, such Vetter Materials, against payment of the purchase price plus handling fees by Radius, or properly dispose of them, as instructed by Radius; provided, however, that Radius shall have no obligation to pay for such Vetter Materials if Radius terminates this Agreement pursuant to one of the respective sub-clauses (i) or (ii) of Section 14.2(b) or one of the respective sub-clauses (i) or (ii) of Section 14.3, or if Vetter terminates this Agreement pursuant to sub-clause (iii) or sub-clause (iv) of Section 14.3 ; and (v) perform only those services and activities mutually agreed upon by Radius and Vetter as being necessary or advisable in connection with the close-out of any Services.

14.5

Return of Materials/Confidential Information. Upon the Completion Date, each Party

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shall without undue delay return all Confidential Information of the other Party that it or any of its Affiliates has received as required by Section 10.3 and otherwise comply with the obligations set forth in Section 10.3. Vetter shall also without undue delay cause Vetter Pharma to make available for[*], as herein provided in respect of the Cartridges, the Pens, the Finished Products, all Radius Materials, Radius Equipment (as is and where is), retained samples, data, reports and other property, information and know-how in recorded form that was provided by Radius, or developed in the performance of the Services, that are owned by or licensed to Radius as herein provided.

14.6

Inventories. Upon the Completion Date, except in the event of termination of this Agreement by Radius pursuant to one of the respective sub-clauses (i) or (ii) of Section 14.2(b), or one of the respective sub-clauses (i) or (ii) of Section 14.3, or termination of this Agreement by Vetter pursuant to sub-clause (iii) or sub-clause (iv) of Section 14.3, Radius (i) shall either (x) purchase from Vetter any Cartridges, Pens, or Finished Products (Manufactured in accordance with the Standard) for which Purchase Orders have been or are required to be placed in accordance with a Forecast given on or prior to the Completion Date, at the then applicable purchase prices thereof; or (y) pay any amounts due under Section 3.5(e); (ii) shall pay for any and all Vetter Materials ordered as contemplated in or permitted under this Agreement; provided, however, that Vetter shall use commercially reasonable efforts to use such Vetter Materials for another customer to mitigate the costs and/or expenses to Radius; and (iii) at its discretion, may either (x) purchase any such work in progress held by Vetter or Vetter Pharma as of the Completion Date, at a price to be mutually agreed (it being understood that such price shall reflect, on a pro rata basis, work performed and non-cancelable out-of-pocket costs and/or expenses actually incurred by Vetter or Vetter Pharma with respect to the Manufacture of such work in progress); or (y) direct Vetter to dispose of such work in progress, at Radius' costs and/or expenses.

14.7

Payment Reconciliation. Within thirty (30) calendar days after the Completion Date, Vetter shall provide to Radius a written itemized statement of all Services performed. If Radius should have pre-paid to Vetter more or less than the amount in a final invoice then Vetter and Radius respectively agrees to refund or pay, within thirty (30) calendar days, that overpaid money to Radius or that underpaid money to Vetter.

14.8

Survival. Expiration or termination of this Agreement for any reason shall not relieve either Party or its Affiliate of any obligation accruing prior to the Completion Date (including any outstanding rights and/or obligations, the required or necessary performance, as herein provided or contemplated, of which can only be undertaken, performed or completed after the Completion Date (including liability that arose prior to the Completion Date or in connection with such required performance) hereunder or under the Quality Agreement). Further, the provisions of Article 1, Sections 2.2, 2.3, 3.3(b), 4.5, 4.7, 4.8, 4.9, 4.10, 5.2(f) and 5.4, Article 9, Article 10 (for such period of time as set forth in Section 10.1), Sections 11.1(a)(vii), 11.2(a)(vii), 11.4 and 11.5, Articles 12 and 13, Sections 14.4 through 14.8,

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Section 15.1 and Sections 15.3 through 15.13 of this Agreement and the provisions of the Quality Agreement (to the extent set forth in the first sentence of this Section 14.8 immediately preceding this sentence) shall survive the Completion Date.

15. Miscellaneous.

15.1

Independent Contractor. No Party shall in any way represent itself to be a partner of or joint venturer with the other Party or any of the other Party's Affiliates. This Agreement does not create an employer-employee relationship or an agent-principal relationship between any Party or its Affiliates on the one hand and the other Party or any employee, personnel or Affiliate of such other Party on the other hand. Each Party is acting under this Agreement as an independent contractor with full power and authority to determine the means, manner and method of performance of its duties.

15.2

Force Majeure. Except as otherwise expressly set forth in this Agreement, neither Party nor any of its Affiliates shall be deemed to have breached this Agreement for failure or delay in fulfilling or performing any term or any obligation of this Agreement if such failure or delay is caused by or results from Force Majeure. A Party shall be under no obligation to settle a strike, labor stoppage, lockout, or any other labor trouble by entering into any agreement to settle any thereof and until any such matter is settled to the satisfaction of the affected Party, such matter shall continue to be deemed Force Majeure. The Party affected, or the Party whose Affiliate is affected, by Force Majeure shall without undue delay notify the other Party, explaining the nature, details and expected duration of Force Majeure. Such Party shall also notify the other Party, from time to time, as to when the affected Party or its affected Affiliate reasonably expects to resume performance in whole or in part of its or its Affiliate's obligations under this Agreement (or, for clarity herein, the Quality Agreement), and to notify the other Party of the cessation of Force Majeure. A Party affected by Force Majeure shall use, or cause its affected Affiliate to use, its commercially reasonable efforts to remedy, remove, or mitigate Force Majeure, and the effects of Force Majeure, with all reasonable dispatch. If a Party anticipates that Force Majeure may occur, such Party shall notify the other Party of the nature, details and expected duration thereof. Upon cessation of Force Majeure, the performance of any suspended or delayed obligation or duty shall without undue delay recommence. Any and all of the foregoing shall also apply to a Party to the extent that an Affiliate of such Party is performing or providing any service (including as referred to under Section 3.3) or work in connection with the obligations of a Party.

15.3

Legal Notices.

(a) Requirements. Any and all legal notices, legal requests, legal demands and other legal communication hereunder shall be in English (and any and all costs and/or expenses associated with necessary translation shall be borne by the Party giving any such notice), must be in writing and be sent to the address for the recipient set forth in this

Agreement below or in a subsequent notice as the recipient may specify in writing under this procedure. All notices must be given (i) by personal delivery, with receipt acknowledged; or (ii) by first class, prepaid certified or registered mail, return receipt requested; or (iii) by prepaid international express delivery service.

(b) Effective Date. Notices shall be effective upon receipt or at a later date stated in the notice.

(c) Vetter Addresses. All notices must be given, if to Vetter, to:

Vetter Pharma International GmbH
Eywiesenstraße 5
88212 Ravensburg, Germany
Attention: Managing Director

With copy to:
Vetter Pharma-Fertigung GmbH & Co. KG
Schützenstraße 87
88212 Ravensburg, Germany
Attention: Head of Legal Department

(d) Radius Address. All notices must be given, if to Radius, to:

Radius Health, Inc.
950 Winter Street, 1 st Floor
Waltham, Massachusetts 02451
United States of America
Attention: Senior Vice President & Chief Financial Officer
With a copy to: General Counsel

15.4 Assignment.

(a) Principle; Exceptions. This Agreement may not be assigned by either Party (or otherwise transferred by either Party), without the prior written consent of the other Party, including if Radius desires to assign this Agreement, in whole or in part, in connection with the transfer of the Product to any third party not being an Affiliate of Radius or an Acquirer (such third party, "Assignee"); provided, however, that Radius shall not require the prior written consent of Vetter for, but shall inform Vetter in writing without undue delay of, an assignment of this Agreement or the rights and obligations, responsibilities and liabilities of Radius existing or arising under this Agreement (i) to an Assignee or an Acquirer, if (1) the Assignee's or the Acquirer's primary business (with the term "primary business" meaning revenue in excess of an [*] revenue of [*] percent ([*]%) of the Assignee's or Acquirer's entire [*] revenue) is not the contract manufacturing of pharmaceutical products for third

parties unrelated to this Agreement; (2) the Assignee or the Acquirer has the financial capacity to perform the obligations, responsibilities and liabilities of Radius existing or arising under this Agreement to be assumed by such Assignee or Acquirer under such assignment, such capacity as evidenced, where not available from publicly available sources, by Radius, or such Assignee or Acquirer in writing to Vetter; and (3) the Assignee or the Acquirer agrees, in writing, to assume all of the rights, obligations, liabilities and responsibilities of Radius existing or arising under this Agreement; or (ii) to an Affiliate of Radius, subject to the following sentence. In the event of any assignment by Radius not requiring the prior written consent of Vetter in accordance with and subject to the previous sentence, Vetter shall continue to meet its obligations under this Agreement only if (i) Radius and any Affiliate of Radius to whom the Agreement is assigned, shall be jointly and severally liable for the performance of the obligations, liabilities and responsibilities of Radius existing or arising under this Agreement; and (ii) the Assignee, or the Acquirer, as the case may be, shall be responsible to fully compensate Vetter for any Transition Compensation.

(b)

Null and Void. Any purported assignment in violation of the preceding Section shall be void. Any permitted assignee (including an Assignee, Acquirer and Affiliate of Radius) shall assume the rights and obligations, liabilities and responsibilities of the assigning Party, existing or arising under this Agreement. Any assignment by either Party of any obligation of confidentiality, under any confidentiality agreement between Radius and Vetter Pharma existing prior to the Effective Date (including the CDA), or between Radius and Vetter under Article 10 hereof, shall be void, and any such assignment of such confidentiality obligations (including by virtue of the permitted assignment of any other obligations set forth in this Agreement) shall not relieve or release the assigning Party of any such obligation of confidentiality and the responsibilities and liabilities related thereto, from which the assigning Party (for clarity, in addition to the assignee (including an Assignee, Acquirer and Affiliate of Radius), as in this Agreement provided) shall only be relieved and released as expressly provided in Section 10.1 or such other agreement, whichever being the later obligation to expire.

15.5

Entire Agreement. This Agreement, including the attached Appendices, each of which are incorporated herein, along with the Equipment Letter and any confidentiality agreement between Radius and Vetter or Vetter Pharma existing prior to the Effective Date (including the CDA), constitute the entire agreement between the Parties and their Affiliates with respect to the specific subject matter of this Agreement and all prior agreements with respect thereto are, as of the Effective Date, void and superseded hereby. In the event of any conflict between the terms of the Equipment Letter and this Agreement, or the Appendices and this Agreement, the terms of this Agreement shall control.

15.6

No Modification. This Agreement and the Quality Agreement, specifically including this Section 15.6, may be changed and/or amended only by a written document signed by duly authorized representatives of each of the Parties (or Radius and Vetter

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Pharma, solely with respect to the Quality Agreement). The Appendices of the Quality Agreement may be amended from time to time separately and independently of the Quality Agreement to the extent expressly provided therein.

15.7

Severability; Reformation. If for any reason a court of competent jurisdiction finds any provision of this Agreement or any portion of such a provision to be invalid or unenforceable, such provision shall be reformed to the extent required to make the provision valid and enforceable to the maximum extent permitted by Swiss law.

15.8

Waiver. No waiver of any term, provision or condition of this Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any other term, provision or condition of this Agreement. Any such waiver, extension or amendment shall be evidenced by an instrument in writing executed by a representative of the waiving Party duly authorized to execute waivers, extensions or amendments.

15.9

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15.10

Interpretation. This Agreement contains headings only for convenience and the headings do not constitute or form a part of this Agreement, and shall not be used in the interpretation of this Agreement. Any reference to a particular law or regulation will be interpreted to include any revision of or successor to such statute, law, rule or regulation regardless of how it is numbered or classified.

15.11

No Benefit to Third Parties. The representations, warranties, covenants and agreements set forth in this Agreement are for the sole benefit of each of the Parties and their successors and permitted assigns, and shall not be construed as conferring any rights on any persons or third party.

15.12

Disputes.

(a) Inter Partes Resolution Attempt. The Parties shall each attempt to amicably settle and in good faith resolve any dispute in connection with this Agreement or the QA, by good faith negotiations between designated representatives, prior to resorting to any court action or arbitration, as herein provided. These negotiations shall be held between designated representatives who have authority to settle the controversy and who are from levels of management higher than the persons with direct responsibility for administration of this Agreement, for at least thirty (30) calendar days prior to resorting to any arbitration, or

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enforcing any arbitration award by any court action, and within fifteen (15) calendar days after delivery of an initial notice of a dispute, the receiving Party shall submit to the other a written response. The notice and the response shall include a statement of that Party's or its Affiliate's position and a summary of arguments supporting that position, and the name and title of the executive who shall represent that Party or its Affiliate and of any other person who shall accompany the executive. Within a period not to exceed thirty (30) calendar days after delivery of the initial notice, such executives shall initially meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by a Party to the other Party shall be honored. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If one Party fails to participate in the negotiation as agreed herein, the other Party may commence arbitration prior to the expiration of the time periods set forth above.

(b) Arbitration. If not settled as above provided, any and all disputes, whether based on tort or in contract, arising hereunder or in connection with this Agreement or the QA, including, without limitation, any dispute either concerning the validity of this Agreement, the QA, the Cartridges, the Pens, the Finished Products or the Manufacture, shall be exclusively and finally, except to the extent of a claim requesting a temporary restraining order, preliminary injunction, or permanent injunction to enforce intellectual property rights or confidentiality obligations, settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (which shall be the sole and exclusive rules and procedures for the resolution of any such controversy, claim or dispute, and any and all applicable statutes of limitation shall be tolled while the procedures specified or referred to herein are pending) by three (3) arbitrators appointed in accordance with such Rules and who shall make their determination exclusively applying the laws of Switzerland, subject to the provisions set forth below in this Section. Two (2) arbitrators, one (1) of each of whom shall have been nominated by a Party within thirty (30) calendar days, shall have fifteen (15) calendar days to mutually appoint the third (3 rd) arbitrator who shall be a lawyer of at least fifteen (15) years qualification and in good standing. If a Party should not appoint an arbitrator within thirty (30) calendar days of a written request to appoint, such Party shall be deemed having waived its right to appoint, and the International Chamber of Commerce shall appoint such arbitrator who shall agree with the arbitrator of the other Party on the third (3 rd) arbitrator. If at the end of this period of fifteen (15) calendar days no decision has been made, the third (3 rd) arbitrator shall be nominated according to said Rules.

(c) Venue; Decision; Costs. The seat of the arbitration tribunal shall be in Zurich, Switzerland. A reasoned arbitration decision, that only applies the substantive laws of Switzerland, shall be rendered in writing within a reasonable period of time and shall be binding and not be appealable to any court in any jurisdiction, and the Parties waive all challenge of the decision. The arbitrators shall have no power or authority to award damages waived under any limitation of liabilities provision herein. The arbitrators shall not act as amiable compositeurs. The Parties shall share the arbitration filing and hearing fees, and the costs and/or expenses of the arbitrators, proportionally based on the outcome of the claim; provided, however, a fully unsuccessful Party (compared to its claim) shall carry the entirety

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of any such costs and/or expenses (including reasonable attorneys' fees of the fully successful Party). All arbitration proceedings shall be conducted in English; provided, however, not to negate any portion of the provisions of this Section. The arbitrators shall decide the dispute in accordance with the laws of Switzerland governing this Agreement.

(d) Award. For all claims arising hereunder, the arbitrators' award shall be final and binding upon the Parties, and judgment upon the award may be entered by any court having jurisdiction thereof. All monetary awards shall be stated and payable in Euros. The Parties irrevocably waive their right to a trial by jury and agree that all prior negotiations and proceedings relating to such claims as provided herein shall be deemed inadmissible compromise negotiations. If either Party seeks to initiate a legal action or proceeding inconsistent with these provisions, the other Party shall be entitled to recover all costs and/or expenses, including reasonable attorneys' fees, incurred in defense of such action or proceedings; provided, however, and notwithstanding anything to the contrary contained in this Agreement, a Party may file a complaint to seek injunction or other provisional judicial relief if, in its sole judgment, such action is necessary, in aid of arbitration, to prevent irreparable harm which may result from a breach by the other Party of confidentiality obligations or intellectual property rights as set forth herein. Despite such action, the Parties shall continue to participate in good faith in the procedures specified herein.

15.13 Governing Law. The validity, interpretation, and enforcement of this Agreement, matters arising out of or related to this Agreement or its construction, performance or breach, and related matters (including any understanding or interpretation of any legal term contained or referred to in this Agreement) shall be governed by the laws of Switzerland, and all rights and remedies shall be governed by such Swiss laws without reference to any choice of law doctrine and regardless of the laws which might govern under any conflict-of-law principles and irrespectively of any other meanings or interpretations under any other source or body of law as may be found applicable to this Agreement by any court that may claim or assess jurisdiction under any conflict-of-laws provisions or otherwise, any of which other meanings or interpretations shall have no application to and be of no force and effect with respect to the matters herein set forth, referred to or contemplated. Each of the Parties expressly rejects any application, to this Agreement or otherwise, of (i) the United Nations Convention on Contracts for the International Sale of Goods; and (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, done at Vienna on April 11, 1980.

(Page remainder left blank intentionally, immediately followed by the signatures page.)

/s/ GW

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IN WITNESS WHEREOF , each of the Parties caused this Agreement to be executed by its duly authorized representatives as of the Effective Date.

RADIUS HEALTH, INC.

Waltham, Massachusetts, dated this 27th day of June (month), 2016

(signed) /s/ Gregory C. Williams

Name: Gregory C. Williams

Title: Chief Development Officer

VETTER PHARMA INTERNATIONAL GMBH

Ravensburg, Germany, dated this 28th day of June (month), 2016

(signed) /s/ Christine Fuerst

Name: Christine Fuerst

Title: Direct Key Account Management Europe

(signed) /s/ Jeffrey C. Ellenburg

Name: Jeffrey C. Ellenburg

Title: Key Account Manager

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APPENDIX A

RADIUS EQUIPMENT

The following Radius Equipment has been purchased by Vetter or Vetter Pharma at Radius' costs and/or expenses:

[*]
[*]
[*]
[*]
[*]
[*]
[*]
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[*]
[*]
[*]

—CONFIDENTIAL—

/s/ GW

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APPENDIX B
PRICES

Batch of [*] Cartridges	€[*]/unit
Batch of [*] Pens	€[*]/unit
Label and Pack of Pens [*] [*] [*] [*] [*]	€[*]/unit €[*]/unit €[*]/unit €[*]/unit €[*]/unit

Label and Pack prices above are provided for reference only and based on representative materials, and not Radius Materials; pending completion of the process qualification runs, these prices shall be updated.

─CONFIDENTIAL─

/s/ GW

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Exhibit 10.2(a)

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

QUALITY AGREEMENT

for the Manufacture of an application system
pre-filled with abaloparatide in a solution,

by and between

RADIUS HEALTH, INC.

and

VETTER PHARMA-FERTIGUNG GMBH & CO. KG

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Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

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ARTICLES

APPENDICES

THIS QUALITY AGREEMENT , made and entered into (this "QA"), by and between Radius Health, Inc., a company duly organized and

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existing under the laws of Delaware and having its principal place of business at 950 Winter Street, Waltham, Massachussetts 02451, United States of America ("Radius"), and Vetter Pharma-Fertigung GmbH & Co. KG, a company duly organized and existing under the laws of Germany, having its principal place of business at Schützenstraße 87, 88212 Ravensburg, Germany ("Vetter Pharma"), with Radius and Vetter Pharma also individually referred to as a "Party" and collectively as the "Parties",

WITNESSETH:

WHEREAS , Radius and Vetter Pharma's Affiliate, Vetter Pharma International GmbH, a German corporation with an office at Eywiesenstraße 5, 88212 Ravensburg, Germany ("Vetter"), will enter into a Commercial Supply Agreement to be effective as of the Effective Date, upon execution by Radius and Vetter (as may be amended from time to time, the "Supply Agreement"), pursuant to which Vetter shall (by itself or through Vetter Pharma) perform certain Manufacturing Services (as defined therein) (the "Services"); and

WHEREAS , certain Services, which have been subcontracted by Vetter to Vetter Pharma that uses the Facility, will be subject to this QA;

WHEREAS , this QA (i) outlines the respective technical and pharmaceutical responsibilities of Radius and Vetter Pharma with respect to the Manufacture and quality of the Product; (ii) shall be effective, as its integral part, contemporaneously with the term, and all of its terms and conditions shall be subject to the provisions, of the Supply Agreement;

NOW, THEREFORE , in consideration of the premises and of the mutual covenants and agreements above and hereinafter set forth, and subject to the terms and conditions of this QA, Radius and Vetter Pharma agree as follows:

ARTICLE 1: DEFINITIONS

For purposes of this QA, and all amendments hereto, capitalized terms used herein and not defined below shall have the meaning set forth in the Supply Agreement, and the following capitalized terms, whether used in the singular or plural, shall have the same and uniform meanings as below defined and specified:

(1) "Appendix" shall mean an appendix attached to this QA.

(2) "Complaint" shall mean a complaint received from a user, customer or any Authority regarding the Product.

(3) "Deviation" shall mean, after final assessment of Vetter Pharma, any deviation which was planned to occur and/or that did occur during the Manufacture of the Product which (i) has not affected ("Minor Deviation"); (ii) may impact ("Major Deviation"); or (iii) impacts ("Critical Deviation") the quality of the Product, as set forth in more detail in Article 11 of this QA.

(4) "Facility" shall mean the warehouse and/or the manufacturing facilities of Vetter Pharma, used for the Manufacture and located in or near Ravensburg or Langenargen, Germany.

(5) "Product" shall mean the Cartridge, the Pen and/or the Finished Product, as the context requires.

(6) "QA" shall mean this quality agreement and its Appendices.

(7) "QP" or "Qualified Person", and "Vetter QP" and "Radius QP", shall have the respective meanings as set forth in Article 8.

(8) "Recall" shall mean actions taken by Radius to remove the Product from the market.

(9) "Records" shall mean records supporting the documentation listed in Appendix 3 and all other Services performed hereunder.

(10) "Regulatory Approvals" shall mean any and all approvals, consents, clearances, permissions and registrations to be obtained from the applicable Authority, and maintained, by Radius, for Vetter Pharma to Manufacture, and for use by Radius for commercial purposes, including use in clinical trials, or import, export, distribution, marketing, promoting or selling the Product.

ARTICLE 2: TECHNICAL AND PHARMACEUTICAL RESPONSIBILITIES

The technical and pharmaceutical responsibilities, of each Radius and Vetter Pharma, respectively, with respect to the quality of the Product are as listed and set forth in Appendix 5. Radius and Vetter Pharma shall each, respectively, appoint contact persons, as listed in Appendix 4, for Manufacture and Product quality related matters. Radius shall be responsible for the Regulatory Approvals whereas Vetter Pharma shall have obtained and maintained the manufacturing authorization with respect to the Facility.

ARTICLE 3: MATERIALS

(1) Radius shall provide the Radius Materials to the Facility, together with any available manufacturers' quality certificates, other data, documentation and/or information as may be required by law, any applicable Authority or as Vetter Pharma may reasonably request. Radius shall perform risk assessments for the Radius Materials, and Vetter shall perform risk assessments for the Vetter Materials, respectively, per the EU GMP Guidelines on the formalised risk assessment for ascertaining the appropriate Good Manufacturing Practice for excipients of medicinal products for human use, according to Appendix 5. With respect to the Radius Materials, Vetter Pharma shall have performed, at the Facility, an incoming inspection in accordance with the Specifications.

(2) As required by cGMP, Radius must audit the API manufacturing site, on a routine basis, to verify compliance with EU GMP Part II or ICH Q7; provided, however, Radius shall involve Vetter Pharma in the planning of such audits, the findings and the CAPAs, and Radius shall provide a copy of the audit report to Vetter Pharma (as well as a related GMP certificate for Vetter Pharma to be able to present to any Authority, as required).

(3) Vetter Pharma shall provide the Vetter Materials, as well as all labour, materials and equipment (other than Radius Equipment) necessary to perform the Manufacture. The Vetter Materials shall be sampled in accordance with the SOPs, and inspected and tested in accordance with the Specifications, it being agreed that such testing shall be performed in accordance with validated test methods on qualified and calibrated equipment if such testing should be required. Upon completion of the inspection and testing and release by Vetter Pharma, such Vetter Materials may be used for the Manufacture. Any additional inspection or testing shall be subject to the prior written agreement by and between the Parties.

(4) The Radius Materials and the Vetter Materials, and the processes associated with Manufacturing of the Product, shall be evaluated by Vetter Pharma in accordance with Appendix 5, to prevent cross contamination and to ensure compliance with TSE (transmissible spongiform encephalopathy) regulatory guidance (Note for guidance on minimizing the risk of transmitting animal spongiform encephalopathy agents via human and veterinary medicinal products (EMA/410/01 current version)). New products or materials that are introduced into the Facility will be evaluated by Vetter Pharma in accordance with Article 10 below. On the basis of pharmacological and/or toxicological data of each new product introduced to the Facility, health based exposure limits shall be calculated, as required under the applicable EU GMP guidelines and Directives, and an evaluation and specification of measures for the manufacturing of the new product shall be performed. New products and materials introduced into the Facility will be processed and stored in compliance with SOPs, and cGMP. Vetter Pharma shall submit a change request for review and/or approval by Radius in accordance with Article 10 below, if any new product or material, which is outside of the matrix of existing products, will be introduced into the Facility, and if the equipment used for the manufacturing or processing of the new product or material will also be used for the Manufacturing or processing of the Product. Vetter Pharma does not manufacture beta-lactams, cephalosporins, cytotoxic compounds, pesticides and herbicides. For all new products introduced to the Facility, a risk assessment shall be performed on the basis of their pharmacological and/or toxicological properties, and suitable measures (e.g. containment) for the manufacturing of the new products shall be specified.

ARTICLE 4: INFORMATION AND SPECIFICATIONS

(1) Radius shall keep Vetter Pharma informed of any Product-related requirements of the FDA and/or EMA (other than generally applicable requirements of cGMP), and/or any legislation, rules and regulations as well as practices of any Authority other than the FDA and/or EMA, including any changes in any of the foregoing requirements, including those pertaining to Radius Materials, which may reasonably be expected to affect the Product and/or the Services. Radius shall specifically inform Vetter Pharma of the effect of any such r

equirements or changes, including as anticipated by Radius, and the Parties shall discuss any related changes to the Services that may be required, which changes shall be subject to Section 4(3) of this QA. Radius shall provide information relevant to the performance of the Services, including manufacturing and handling specifications of Radius, testing procedures and other technical information concerning the Manufacture of the Product, and the handling and processing of the Vetter Materials and the Radius Materials.

(2) Radius and Vetter Pharma shall mutually agree upon the Specifications, written documentation of which shall be referred to in Appendix 2 and be signed by duly authorized representatives, respectively, of Radius and Vetter Pharma. Radius shall ensure that the Specifications comply with the Regulatory Approvals and that the Product complies with Applicable Laws.

(3) Changes to the Specifications requested by Vetter Pharma or Radius shall be subject to the change control procedures set forth in this QA and in the SOPs. Any changes to the Specifications shall be approved by Radius and Vetter Pharma in writing prior to implementation.

ARTICLE 5: SERVICES, SHELF-LIFE AND SPECIAL REQUESTS, STORAGE

(1) Vetter Pharma agrees to Manufacture the Product in accordance with the Standard, including as described in Appendix 5. Radius shall provide Product-specific technical support as required. Radius may, subject to the Regulatory Approvals, use the Product in clinical trials or for commercial purposes (including trade or samples); provided, however, such Product conforms to the Specifications, cGMP and the other requirements as set forth in this QA, including as in the preceding sentence.

(2) Radius shall provide Vetter Pharma with the information necessary to identify or determine the shelf-life and expiry date applicable to each Batch which information shall be set forth or referred to in Appendix 2.

(3) Any special request of Radius for re-packaging, re-labeling, or similar services, in respect of the Product shall be accepted by Vetter Pharma in writing, subject to prior agreement by and between the Parties clarifying the technical conditions and related issues.

(4) Each Party shall store and transport the Radius Materials, the Vetter Materials, the Product and samples of any thereof, as set forth in the Specifications.

ARTICLE 6: INSPECTION AND TESTING OF THE PRODUCT

Prior to delivery of the Product to Radius, the Product shall be inspected, tested and released by Vetter Pharma and Radius, respectively, as indicated in the Specifications. Radius shall have the right to inspect all deliveries of Products, including samples and documentation provided, upon receipt by Radius. Radius may at any time perform any additional testing required to investigate Product quality, Complaints or as requested or required by any

Authority; provided, however, that, prior thereto, Radius shall inform Vetter Pharma of any such additional testing or requirements and shall [*] provide Vetter Pharma with a copy of the results of any such testing. Radius expressly agrees not to undertake, except as set forth in the preceding sentence, any additional sterility testsand [*].

ARTICLE 7: DOCUMENTATION, SAMPLING AND RECORDS

(1) For each Batch of the Product, Vetter Pharma shall provide Radius with electronic copies of the documentation as set forth in Appendix 3. Upon prior written request, Vetter Pharma shall provide Radius with copies, preferably in the form of electronic documents, of the underlying Records supporting the documentation listed in Appendix 3. Vetter Pharma shall provide English translations of German documents at Radius' request. These supporting documents shall also be made available for review by Radius or any Authority, during normal business hours, at the Facility.

(2) Vetter Pharma shall take and keep reference samples from each Batch of Cartridges (filled and visually inspected) as set forth in the separately and mutually agreed sampling plan, all in accordance with the Specifications. Such reference samples are kept for each Batch of Cartridges, for at least [*] past the expiration date of the Product, and in quantity allowing for at least two (2) complete re-analyses of the Product. Vetter Pharma shall take and keep reference and retention samples from each Batch of Finished Product as required by cGMP. Such retention samples are kept for each Batch of Finished Product, for at least [*] past the expiration date of the Finished Product and in quantity allowing for at least two (2) complete re-analyses of the Finished Product.

(3) Vetter Pharma shall have the right, but not the obligation, to take and keep samples from each Batch of the Product (for example for investigation, request from Authorities, etc). If Vetter Pharma should decide to take such samples, Vetter Pharma shall inform Radius thereof in writing.

(4) Vetter Pharma shall maintain the Records for at least [*] unless a longer retention period is required by Applicable Law. Vetter Pharma shall notify Radius at least [*] calendar days prior to any destruction of such records listed in Appendix 3. Radius may request in writing, within [*] calendar days after receipt of such notification from Vetter Pharma, that the records shall be sent to Radius. If Vetter Pharma does not receive any such written request within such time period, after confirmed receipt at Radius, such records may be destroyed.

ARTICLE 8: RELEASE AND SHIPMENT

(1) A qualified person ("Qualified Person", or "QP") of Vetter Pharma shall, in accordance with EU GMP Volume 4 Annex 16, confirm that the Batch of the Product has been Manufactured in accordance with cGMP and the Specifications, in accordance with SOPs, that is subject to audit by Radius. Such QP (also, "Vetter QP") shall issue a Certificate of Conformity in accordance with the latest version of Appendix 1 of Annex 16, and shall make sure that the Product is Released, to Radius.

(2) Then Radius shall review the Records listed in Appendix 3 that are pertinent to the Product and any other records relevant to the Product that Radius shall require to complete its review, and Radius shall perform the final certification and release of the Product for the purposes intended by Radius. No Product shall be Released until all testing required by the Specifications has been successfully performed.

(3) If required by cGMP, the QP of Radius (also, "Radius QP") shall certify Batches, after review of the Records and any other documentation, and Release confirmation by the Vetter QP. Shipment ([*])of Product intended for markets requiring release by a QP shall occur after certification has been provided by the Radius QP. Shipment ([*])of Product prior to certification by the Radius QP may be performed for individual Batches on an exceptional basis, in accordance with a protocol, or SOPs, that is approved by both the Vetter QP and the Radius QP.

(4) Shipment ([*])of the Product, and/or samples thereof, from the Facility by Radius, shall be in accordance with the Supply Agreement.

ARTICLE 9: INSPECTION AND REGULATORY CONTACTS

(1) Radius shall have the right to conduct inspections of such areas of the Facility used for the Manufacture, upon reasonable written notice and during normal business hours, [*], which inspection shall not exceed the duration of [*] business days, except in the event of any critical concern with respect of the quality of the Product. All audit teams of Radius, each member of which shall explicitly be bound in writing by confidentiality obligations at least as restrictive as those agreed in the Supply Agreement, shall at all times be accompanied by members of the Facility personnel and not be divided into more than[*].

(2) Vetter Pharma shall permit Radius (or its agents, subject to the obligations of Section 9(1) of this QA), to the extent not prohibited by Applicable Law, to be present and participate in any pre-approval inspection by any Authority of the Facility or the Manufacturing Process, to the extent any such inspection relates to the Product (and is not a general cGMP audit of the Facility, even if such general cGMP inspection also relates to the Product); provided, however, such presence shall be limited to presence in the inspection room during the initial discussion, daily wrap-up discussions and the final discussions. Vetter Pharma shall give as much advance notice as possible to Radius of any such pre-approval inspection.

(3) Vetter Pharma shall provide Radius with a copy of any report or other written communication received from such Authority in connection with such visit or inspection, and any written communication received from any Authority relating to any product, the Facility or the Manufacturing Process to the extent any such communication relates to the Product (and is not generally related to cGMP, even if such communication generally related to cGMP inspection also relates to the Product but does not impact Product quality), within [*] business days after receipt. The Parties shall consult each other in an effort to arrive at a mutually acceptable answer to any such communication or request or procedure for taking other

appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Authority or take other action that it deems to be appropriate or required by Applicable Law. Vetter Pharma shall provide Radius with a copy of any final responses within [*] business days after submittal.

(4) Radius shall not submit documents to any Authority with respect to the Services performed at the Facility without prior review by Vetter Pharma; provided, however, that if Vetter Pharma does not provide comments within [*] business days of receipt thereof from Radius, or within a longer, but reasonable period, requested in writing by Vetter Pharma within such initial [*] business day period, as may be reasonably required to evaluate facts as may be necessary to provide such comments, Radius may submit such documents. The Parties shall assist each other in responding to any questions or other requests from any Authority with respect to the Product or the Manufacture and shall provide reasonably required information or data within adequate timelines, but in no event later than requested by such Authority. Upon receipt of any such information, the Parties shall consult each other in an effort to arrive at a mutually acceptable answer to such question or request or procedure for taking other appropriate action; provided, however, that nothing contained herein shall be construed as restricting the right of either Party to make a timely report of such matter to any Authority or take other action that it deems to be appropriate or required by Applicable Law. Each Party shall have the right to disclose any such information to an Authority to the extent reasonably required or requested by such Authority in connection with a filing, inspection or otherwise; provided, however, Radius agrees not to submit information, such as documents or data to any Authority with respect to[*], without prior review and written approval of Vetter Pharma, all to the maximum reasonable extent while in compliance with said legal requirement and the provisions of this QA.

ARTICLE 10: CHANGE CONTROL

(1) Vetter Pharma shall use a documented system of procedures for the control of changes to the Vetter Materials, the Radius Materials, the Equipment, the Facility, the Manufacturing processes, the Specifications and/or to suppliers that could affect the Product. Any and all such changes that may affect or that do affect the Product quality or requiring submission to a Authority shall be reviewed and approved in writing by Radius and Vetter Pharma prior to implementation. Unless otherwise agreed in writing, Radius and Vetter Pharma shall, respectively, respond to the other Party on a change request within [*] business days. Vetter Pharma shall not unreasonably withhold its approval of changes requested by Radius; provided, however, Vetter Pharma may take into account such factors as capacity of the Facility, technical capability, production commitments and similar business factors. Radius shall not unreasonably withhold its approval of changes requested by Vetter Pharma; provided, however, Radius may take into account cGMP, prior commitments to Authorities, any applicable legislation, rules and regulations, implementation and compliance costs, submission requirements to Authorities and any other information that is pertinent to an objective assessment of the proposed change.

(2) Changes, to the Master Batch Record that may affect or that do affect the quality of the Product or the Specifications or requiring submission to a Authority, shall be translated into the English language, communicated to Radius in writing and shall require written approval of each of the Parties prior to implementation. All other changes to the Master Batch Record shall be communicated to Radius in writing at least [*] business days prior to the change being effective. If Radius objects to Vetter Pharma's impact assessment, Radius will have [*] business days to respond in writing. A summary of changes made during the review period shall be made when providing the Annual Product Quality Review. The requirements of the change control process shall not apply to the following types of changes, because these are not relevant to GMP:

- Correction of typing errors and grammar
- Adaptation of page and line breaks
- Adaptation of part designations and Master Batch Record page header regarding pharmaceutical non-relevant information, e.g. Radius product codes
- Adaptation of layout without changes of position numbers
- Amendments regarding information documented in the Batch record but not pre-defined in the Master Batch Record, e.g. existing definitions multiplied such as stamping fields to document the sterilization
- Replacement of alphanumeric SOPs' numbers with the current five-digit SOPs' numbers

(3) Vetter Pharma shall have no obligation to follow the foregoing change control procedures in the event that the Product is not Manufactured at the Facility for more than[*]. If the Product is not Manufactured for more than[*], the Manufactring process will be re-evaluated according to SOPs, and the updated Specifications shall be approved by the Radius QP prior to any subsequent Manufacture. Any dispute regarding a change shall be settled in accordance with the Supply Agreement.

ARTICLE 11: DEVIATIONS

All Deviations shall be investigated and documented by Vetter Pharma. The documentation shall be retained as part of the Batch documentation for the Batch affected. In the event of a planned Deviation, Vetter Pharma shall obtain Radius's approval prior to execution except if written advice of Radius is already available. For all Major Deviations and Critical Deviations, a complete and approved investigation report shall be sent to Radius upon completion of the investigation, within timing defined in the SOPs. Vetter Pharma and Radius shall separately agree on a process to facilitate agreement between the Parties on the investigation, the conclusion of the investigation and any corrective or preventive action required. If a Deviation should occur or becomes necessary which, after investigation by Vetter Pharma, will likely be categorized or recategorized as a Critical Deviation, Vetter Pharma shall notify Radius within [*] business day from the time of discoveryof or categorization as a Critical Deviation. Within [*] business days for Major Deviations and within [*] business days for Critical Deviations, from the time of discovery of such Deviation, Vetter Pharma shall provide Radius with a written report setting forth preliminary

information on such Deviation. Radius shall review such preliminary information. Radius will notify Vetter within [*] business days of receipt of any topics which should be covered by the investigation. Upon the occurrence of a Major Deviation or Critical Deviation, Radius shall have the final responsibility to determine the significance of the impact of said Deviation on the Product, including the further disposition of the affected Product. Any rework or reprocessing of the Product must be approved by Radius prior to the start thereof. Radius shall not use any Product in humans in the event that Vetter Pharma has given the status "rejected" to such Product. Vetter Pharma shall only dispose of any Product as confirmed by Radius in writing.

ARTICLE 12: RE-QUALIFICATION

(1) Solely with respect to any Product-related re-qualification of processes, packaging, analytical methods, cleaning and equipment, Radius and Vetter Pharma shall mutually agree upon a documented re-qualification process to achieve compliance with cGMP and the responsibilities set forth in Appendix 5. Radius shall review and approve such documentation within **[*]** business days of any written request to do so. The respective documentation will be provided by Vetter Pharma to Radius in English.

(2) The suppliers of Vetter Materials shall at appropriate intervals be re-qualified by Vetter Pharma as required by cGMP. Such re-qualification shall be performed in accordance with the applicable methods listed in the Specifications, and shall include a full testing of the Vetter Materials by an external laboratory or other qualified third party. Upon request by Radius, Vetter Pharma shall provide results of such re-qualification. Changes in the approval status of the suppliers shall be provided by Vetter Pharma to Radius.

ARTICLE 13: COMPLAINTS

Radius shall have sole authority for responding to all (post-marketing) issues and inquires with respect to the Product in the market, including adverse events and Complaints. Radius shall provide Vetter Pharma with information concerning and, if available, samples of Product giving rise to, any Complaint relating to and/or affecting the Product quality that indicate that the cause could have reasonably been a result of the Manufacture at the Facility. Radius shall, in periodic intervals, but at least **[*]** , provide Vetter Pharma with adequate Complaint trending data, including an analysis of all Complaints received whether or not related to the Manufacture at the Facility. If a Complaint could have been reasonably caused by the Manufacture at the Facility, Radius shall request in writing and arrange for the investigation of such Complaint by Vetter Pharma. Upon any such request, Vetter Pharma shall investigate any Complaint relating to and/or affecting the Product quality as required by Radius, and shall provide a written report on the results of such investigation within **[*]** business days. If such an investigation should exceed such period, Vetter Pharma shall notify Radius thereof. Vetter Pharma shall notify Radius within **[*]** business days if the results of an investigation relating to any other products manufactured at the Facility may, in accordance with and subject to Vetter Pharma's reasonable assessment, adversely impact the quality of the Product, it being agreed that such notification is subject to compliance with confidentiality agreements

entered into with other companies or customers. In the event that confidentiality agreements regarding other products prevent Vetter Pharma from providing certain documentation or detail, redacted copies of documentation or a summary of the results with respect to the quality impact on the Batch of the Product shall be provided to Radius.

ARTICLE 14: RECALLS

If any issues should be discovered and be identified as potentially requiring a Product Recall or the need for informing an Authority related to Product released to the market by Radius, the discovering Party shall notify the other Party promptly and in any event within [*] business days of identification of such issue. If a Party should become aware of any Product allegedly or proven to be the subject of a Recall, market withdrawal or correction in any country, such Party shall notify the other Party within [*] business days. Radius shall be responsible to initiate and conduct Recalls in which event Radius shall undertake any and all efforts to completely withdraw the Product subject to a Recall from the applicable markets and clinical studies. Vetter Pharma shall not initiate any Recall unless otherwise required by cGMP in which event Vetter Pharma shall notify Radius immediately. If Product should be subject to a Recall or a potential Recall as mutually anticipated by and between the Parties, Vetter Pharma shall assign the status “rejected” to any affected Product (or Pen, or Cartridge), Radius Materials and/or Vetter Materials then currently found at the Facility. If requested by Radius, Vetter Pharma shall promptly arrange for the performance of investigations and shall timely make respective investigation reports regarding the defect or cause available for regulatory reporting. All communications with the appropriate Authority shall be handled by Radius.

ARTICLE 15: STABILITY STUDIES

Vetter Pharma shall execute the stability program in accordance with the mutually agreed stability protocols, including protocol preparation, sampling, storage in stability chambers, testing, compilation of documentation and report preparation, all as provided in this QA. The stability protocol, changes to the stability protocol and the stability report must be approved by Radius. Radius shall be responsible for final data interpretation and providing stability information to any Authority. Any stability related procedures required during Manufacture shall be incorporated into the Specifications by mutual agreement by and between Radius and Vetter Pharma.

ARTICLE 16: ANNUAL PRODUCT QUALITY REVIEW (APQR)

(1) The Parties shall mutally agree on the reporting period for the APQR. Vetter Pharma shall provide the approved APQR report to Radius no later than [*] calender days following expiration of the preceding reporting period; provided, however, if changes to such report should be required, Vetter Pharma shall issue one updated version. Prior to issuance of the APQR report, Radius may request data or other information that will be referenced in the report.

(2) The layout and structure of the respective report shall be in accordance with the SOPs, including, but not limited to, the following categories of information to be evaluated and reported:

- Summary of all Batches Manufactured during review period (including rejected, reworked, and reprocessed lots)
- Summary of any changes pertaining to the Product and process including Master Batch Records, Product-related processing equipment, Manufacturing area, chemical and microbiological test methods, in-process controls, visual inspection, packaging materials, raw materials
- Summary of Major Deviations and Critical Deviations investigations including corrective and preventive actions taken
- Summary of the Continued Process Verification (CPV), which includes a review of critical in-process controls and Product results
- A review of all Batches, Manufacture of which failed to meet the Standard, and their investigationQualification status of relevant major Product-related equipment and utilities information applicable during review period
- Summary of stability studies results
- Summary of quality-related complaints and recalls and the investigations then performed
- A review of the provisions of this QA to ensure up-to-date status
- Summary of visual inspection of reference samples
- Statement that *"All these data prove that the Manufacture of the Product is in compliance with the current Good Manufacturing Practices as described in Parts 210/211 of Title 21 of the Code of Federal regulations and in the EU-GMP-Guides"*

ARTICLE 17: COMBINATION PRODUCT

(1) Any Product intended by Radius to be registered, marketed, sold, used and/or shipped to the United States of America shall comply with the requirements regarding combination products, as referred to and set forth in the Code of Federal Regulations (also, "CFR"). As the sponsor, it is the responsibility of Radius to ensure any such overall compliance. Radius shall have all required documents, processes and systems in place required to ensure any such compliance.

(2) Vetter Pharma shall support Radius in the efforts of Radius demonstrating Radius' compliance with the Applicable Laws relating to combination products, by Vetter Pharma maintaining certain procedures and systems as applicable to the Manufacture, as set forth in Appendix 5. Radius shall, during its regular audits, review the suitability and effectiveness of such procedures and systems.

(3) To enable Vetter Pharma to provide such assistance, Radius shall provide Vetter Pharma with all information required and/or reasonably requested by Vetter Pharma.

(4) In accordance with section 4.4(a) of 21 CFR Part 4, the quality requirements under the Code of Federal Regulations for co-packaged and single-entity combination products, which each of the Parties agrees is applicable to the Product, can be satisfied by Radius in one of two ways:

- Under section 4.4(a)(1), a manufacturer can demonstrate compliance with each applicable regulation in its entirety (e.g., with all of the drug cGMPs and the QS regulation, for a drug-device combination product);

- under section 4.4(a)(2), if the combination product is subject to the drug cGMPs and QS regulation, these two sets of requirements can be met by demonstrating compliance with (1) either the drug cGMPs or QS regulation; or (2) those provisions specified in section 4.4(b) from the other of these two sets of regulations.

(5) It is hereby agreed by and between the Parties that the Product shall be Manufactured at the Facility of Vetter Pharma in accordance with the Standard, which includes the Specifications. Radius shall ensure that the Specifications are and shall be in accordance with the provisions of 21 CFR Part 4, section 4.4(a)(2) and therefore comply with cGMP and with the provisions of the QS regulation of 21 CFR Part 820 to the extent necessary to comply with subsection 4.4(b)(1) of 21 CFR Part 4.

ARTICLE 18: MISCELLANEOUS

This QA shall be effective, and remain in force and effect, for the term of the Supply Agreement; provided, however, that those obligations shall survive which, by their nature, shall survive the expiration or termination of this QA, such as ongoing regulatory requirements set forth in this QA, and including, for example, maintaining records and supporting Complaint investigations. Additionally, this QA will remain in effect until all Manufactured and Released Product has reached its expiration date, plus [*] additional[*]. Each of the Parties agrees to mutually review this QA every [*] at a minimum, to evaluate the need to amend or modify. Any Appendices may be amended from time to time separately from the Articles of this QA, whereafter Appendix 0 shall be updated. If an additional quality document should be requested for regulatory purposes only, such document shall not constitute an amendment to this QA and shall not affect the provisions hereunder except as otherwise expressly agreed by and between the Parties in writing. Upon prior written request, this QA may, in accordance with Applicable Law, be disclosed to any Authority. This QA is an integral part of the Supply Agreement, and shall exclusively be construed, interpreted and enforced in accordance with, and governed by, the laws of Switzerland, regardless of the laws which might govern under any conflict-of-law principles.

(Page remainder left blank intentionally, immediately followed by the signatures page.)

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

IN WITNESS WHEREOF , duly authorized representatives of each Party have executed this QA on the days and year at the places below written.

RADIUS HEALTH, INC.

Waltham, Massachussetts, dated this 20 day of July , 2016

(signed) /s/ Martie Griffin

Name: Martie Griffin

Title: VP, Corporate Quality & Compliance

(signed) /s/ Afshin Hosseiny

Name: Dr. Afshin Hosseiny

Title: Qualified Person

VETTER PHARMA-FERTIGUNG GMBH & CO. KG

Ravensburg, Germany, dated this 28 day of July , 2016

(signed) /s/ Gerhard Reuter

Name: Dr. Gerhard Reuter

Title: Qualified Person

(signed) /s/ Oliver Kurz

Name: Oliver Kurz

Title: Vice President Quality Assurance

(signed) /s/ Wolfgang Weikmann, 29 July 2016

Name: ~~Dr. Anne Kuhlmann~~ Wolfgang Weikmann
-- Correction /s/ WW, 29 July 2016

Title: Sr. Vice President Quality ~~Control~~

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit 10.2(a)

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 0: HISTORY OF APPENDICES (Revision 01)

Revision Number of Appendix	Effective date	Reason for revision
Appendix 0 rev. 01	July 20, 2016	Revision of Appendix 5
Appendix 5 rev. 01	July 20, 2016	2 nd ID testing results reporting

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 1: PRODUCT

The Product is either one (or all, as the context may require) of the following:

Cartridge: cartridge pre-filled with abaloparatide in a solution or with placebo solution

Pen: pen device components, delivered in sets of components to the Facility by Radius, and further assembled by Vetter Pharma (including loading by Vetter Pharma with a Cartridge, and adding the dosing mechanism, cartridge holder, and pen caps).

Finished Product: a Pen loaded with a Cartridge, in a labelled carton with all applicable country-specific labelling.

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit 10.2(a)

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 2: SPECIFICATIONS

Specifications, Vetter Pharma's No.:

[*] (compounding, filling, visual inspection, pen assembly, secondary packaging including labeling)

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 3: RECORDS REQUIRED BY RADIUS

For the first [*] Batches Manufactured in accordance with the Standard, intended for human use by Radius and, thereafter, not less than once every [*] batch and not less than once every [*] months, or upon specific written request of Radius, the following documentation shall be required:

- Declaration of conformity "For Human Use"
- Analysis certificate regarding the Product analysis (transferred from change to commercial)
- Deviation reports with Batch reference
- List of all Minor Deviations, Major Deviations, and Critical Deviations, with Batch reference, in table format, and planned Deviations
- Complete copy of the Manufacturing Records, including in-process-control Batch reports

After the first [*] Batches Manufactured in accordance with the Standard, intended for human use by Radius, only the following documentation shall be required, subject to the right of Radius to request, as above mentioned:

- Declaration of conformity "For Human Use"
- Analysis certificate regarding the Product analysis (transferred from change to commercial)
- Deviation reports, with Batch reference
- List of all Minor Deviations, Major Deviations, and Critical Deviations, with Batch reference in table format, and planned Deviations
- Material parts list, for each stage of Manufacture
- Yield calculation, for each stage of Manufacture
- Records of the weighing system
- In-process-control Batch reports
- Overall reconciliation of visual inspection rejects by type and the AQL random-sample check of visual inspection
- Cold-chain documentation for 2–8°C Products, if a specification of the total interruption time has been agreed upon in a separate written document and is available

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 4: CONTACT PERSONS (1/2)

	Vetter Group	Phone +49 (751) 3700-...	E-Mail ...@vetter-pharma.com
Batch Release	xxx	xxx	xxx
Batch Documentation	xxx	xxx	xxx
Quality Operations (Day to Day Business, including Deviations)	xxx	xxx	xxx
Manufacturing	xxx	xxx	xxx
Batch Allocation	xxx	xxx	xxx
Planning	xxx	xxx	xxx
Change Control	xxx	xxx	xxx
Product Complaints	Vetter complaints xxx	xxx	xxx
Product Recall	xxx	xxx	xxx
Supply Chain	xxx	xxx	xxx
Regulatory Affairs / Submission	xxx	xxx	xxx
Key Account Management	xxx	xxx	xxx
Stability	xxx	xxx	xxx

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

APPENDIX 4: CONTACT PERSONS (2/2)

	Radius	Phone	E-Mail …@radiuspharm.com
Batch Release	xxx xxx	xxx xxx	xxx xxx
Batch Documentation	xxx	xxx	xxx
Quality Operations (Day to Day Business, including Deviations)	xxx	xxx	xxx
Manufacturing	xxx	xxx	xxx
Batch Allocation	xxx	xxx	xxx
Planning	xxx	xxx	xxx
Change Control	xxx	xxx	xxx
Product Complaints	xxx xxx	xxx xxx	xxx xxx
Product Recall	xxx xxx	xxx xxx	xxx xxx
Supply Chain	xxx	xxx	xxx
Regulatory Affairs / Submission	xxx	xxx	xxx
Key Account Management	xxx	xxx	xxx
Stability	xxx	xxx	xxx

Radius Qualified Person:
xxx, xxx
Email: xxx
Phone: xxx
Mobile: xxx
Alternate contact information for xxx
xxx (Radius Deputy QP)
Email: xxx
Phone: xxx
Mobile: xxx

Radius confirms and covenants that xxx and xxx (i) entered into written agreement with Radius to act as the Radius QP, with the term qualified person as defined in Directive 2001/83/EC; (ii) are named as the Radius QP in the Manufacturing Importation Authorisation issued to Radius by the United Kingdom MHRA; and (iii) are therefore authorized to act for Radius as the Radius QP hereunder.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (1/6), Revison 01

RESPONSIBILITY ...	RADIUS	VETTER PHARMA
...FOR GENERAL		
Final Compliance with cGMP, Regulatory Approvals and any other applicable good manufacturing practices, laws, regulations and regulatory practices applicable in the countries where Radius distributes and/or uses the Product	[*]	[*]
Compliance with EU- and US-cGMP applicable to the Manufacture of the Product, and such other requirements of any Designated Country which Radius has provided to Vetter Pharma	[*]	[*]
...FOR DOCUMENTATION		
Creation of Specifications according to Section 4(2)	[*]	[*]
Review and approval of Specifications	[*]	[*]
Review and acceptance of approved Specifications	[*]	[*]
Creation and approval of Master Batch Records	[*]	[*]
Review and approval of Master Batch Records	[*]	[*]
...FOR RADIUS MATERIALS		
Specification of materials	[*]	[*]
Supplier qualification (auditing, technical agreements)	[*]	[*]
Risk assessment of Radius Materials	[*]	[*]
Selection of suppliers	[*]	[*]
Compliance with TSE regulatory guidance	[*]	[*]
Release testing of materials	[*]	[*]
Supply of released materials	[*]	[*]
Provision of CoC (if available) and CoA	[*]	[*]
Retention of Radius Material samples	[*]	[*]
Incoming inspection of Radius Materials in accordance with the Specifications	[*]	[*]
Handling and storage instructions for Radius Materials	[*]	[*]
Receive Radius Materials into Vetter Pharma’s inventory system	[*]	[*]
Store Radius Materials in the Facility in accordance with the Specifications	[*]	[*]

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (2/6) , Revison 01

...FOR VETTER MATERIALS		
Specification of Vetter Materials	**[*]**	**[*]**
Supplier qualification (auditing, technical agreements)	**[*]**	**[*]**
Risk assessment of Vetter Materials	**[*]**	**[*]**
Proposal to Radius for choice of suppliers of Vetter Materials	**[*]**	**[*]**
Compliance with TSE regulatory guidance	**[*]**	**[*]**
Review, and acceptance, of proposed choice of suppliers of Vetter Materials	**[*]**	**[*]**
Release for Manufacture and release testing of Vetter Materials	**[*]**	**[*]**
Procurement of Vetter Materials	**[*]**	**[*]**
Retention of Vetter Materials' samples	**[*]**	**[*]**
Establishment of acceptance criteria for Vetter Materials	**[*]**	**[*]**
Incoming inspection of Vetter Materials in accordance with the Specifications	**[*]**	**[*]**
Release of Vetter Materials for Manufacture, after incoming inspection	**[*]**	**[*]**
Receive Vetter Materials into Vetter Pharma's inventory system	**[*]**	**[*]**
Store Vetter Materials at the Facility in accordance with SOPs and the Specifications	**[*]**	**[*]**

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (3/6) , Revison 01

RESPONSIBILITY ...	RADIUS	VETTER PHARMA
... FOR MANUFACTURING		
Specifications	[*]	[*]
Manufacture Product in accordance with the Standard	[*]	[*]
Inspect and test in-process materials and bulk products in accordance with the Specifications	[*]	[*]
Provide testing and Manufacturing Records as set forth in Appendix 3	[*]	[*]
Take samples in accordance with the agreed sampling plan	[*]	[*]
Store Product at the Facility in accordance with the Specifications	[*]	[*]
Select and retain Cartridge reference samples, and Finished Product reference and retention samples, in accordance with the agreed sampling plan	[*]	[*]
... FOR TRANSPORTATION		
Specifications for shipment (e.g. temperature control, carrier)	[*]	[*]
Evaluation and qualification of transport carriers	[*]	[*]
Selection/assignment of transport carriers	[*]	[*]
Evaluation and qualification of transport packaging	[*]	[*]
Specifications for packaging of Product for transportation	[*]	[*]
Evaluation and qualification of suppliers of transportation packaging materials	[*]	[*]
Selection of suppliers of transportation packaging materials	[*]	[*]
Procurement, purchasing and supply of transportation packaging materials	[*]	[*]
Packaging of Product in accordance with the Specifications for transportation packaging	[*]	[*]
Shipment of materials and Products between locations of the Facility	[*]	[*]
Shipping arrangements for Radius Materials to/from the Facility	[*]	[*]
Shipping arrangements for Products (or Cartridges or Pens) from the Facility	[*]	[*]
...FOR QUALIFICATION MAINTENANCE		
Performance of media fill runs	[*]	[*]
Re-qualification of filling equipment and utilities in accordance with SOPs	[*]	[*]

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (4/6) , Revison 01

RESPONSIBILITY ...	RADIUS	VETTER PHARMA
...FOR QUALITY ASSURANCE		
Ensure that management and executive responsibility at the Facility are well defined and documented in the quality system	[*]	[*]
Confirm, during Facility audits by Radius, that Vetter Pharma's quality management system adequately defines and represents Vetter Pharma management and executive responsibilities	[*]	[*]
Document and approve risk assessment(s) to identify, evaluate and reduce risks associated with the Manufacturing of the Product (including cross contamination, TSE contamination)	[*]	[*]
Assign Batch numbers	[*]	[*]
Provide expiration date/shelf life and storage conditions	[*]	[*]
Retain records of testing and Manufacturing	[*]	[*]
Review all Batch records and analytical results for compliance	[*]	[*]
Prepare and provide documentation in accordance with Appendix 3	[*]	[*]
Contract laboratory test methods, contract laboratory test method qualification, receive contract laboratory test result (CoA), quality audit, technical agreement with contract laboratory	[*]	[*]
Shipment of samples to contract testing laboratory (as informed whereof by Radius)	[*]	[*]
Release of filled and visually inspected Cartridges, for assembly along with the Pens, and packaging thereafter	[*]	[*]
Release of assembeled Pens for labelling and packaging into shipping containers	[*]	[*]
Release of Finished Product to Radius	[*]	[*]
Checking of compliance of the Product with the Product license for specification and suitability of release documentation for Product	[*]	[*]
Approval (certification) and final release to distribution and for intended use in accordance with cGMP	[*]	[*]
Communicate approval (certification) and final release to Vetter and authorize shipment to (i.e. [*] by) Radius	[*]	[*]
Deviation reporting to Radius related to Manufacturing at Facility	[*]	[*]
Deviation reporting to Radius related to testing at Facility	[*]	[*]
Investigation of Deviations	[*]	[*]
Investigate Complaints	[*]	[*]
Investigate Complaints, in each case upon written request by Radius	[*]	[*]
Maintenance of change control	[*]	[*]
Conduct Recall	[*]	[*]

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (5/6) , Revison 01

RESPONSIBILITY ...	RADIUS	VETTER PHARMA
...FOR RELEASE TESTING AND STABILITY		
Release testing of Product	[*]	[*]
Set-up of stability study protocol	[*]	[*]
First verification and approval of stability study protocol	[*]	[*]
Second verification and approval stability study protocol	[*]	[*]
Selection/designation of lots for stability testing	[*]	[*]
Stability testing of Product, storage of such Product	[*]	[*]
Reporting of stability test results to Radius	[*]	[*]
Review of stability data and updates for Product registration	[*]	[*]
...FOR COMBINATION PRODUCT		
General and legal responsibility for combination product requirements in accordance with CFR, including, but not limited to, the use of the Product with any other medical products, components, devices (including the pen device), labels or otherwise	[*]	[*]
Responsibilities of Management (§ 820.20 CFR), with executive responsibility at the Facility of Vetter Pharma, are well defined and documented in the quality system in effect at the Facility of Vetter Pharma where the Product is Manufactured. Radius shall review Vetter Pharma's quality system during initial and periodic audits, to verify compliance with the management responsibility requirements	[*]	[*]
Ensure compliance of the Product with the requirements of 21 CFR 820.30	[*]	[*]
Transfer the design, as referred to under 21 CFR 820.30, section (g), of the Pen (the combination device) to Vetter Pharma, to be in accordance with the Specifications	[*]	[*]
Document acceptance of such design transfer and incorporation into the Specifications	[*]	[*]
Provide to Vetter Pharma, and accept responsibility for, the technical and functional requirement specifications	[*]	[*]
Propose selective, specific design input requirements, based on the technical and functional requirement specifications	[*]	[*]
Review and approve Vetter Pharma-proposed design input requirements, if acceptable	[*]	[*]
Validate, and accept responsibility for, the design, as referred to under section 21 CFR 820.30, section (g), including assessment and verification that the design output meets the Radius design input (according to Radius' design validation procedures)	[*]	[*]
Upon request by Radius and in accordance with separate written agreement, perform testing of the design output to support Radius' design verification	[*]	[*]
Approve, adopt and accept responsibility for, design changes, as referred to under 21 CFR 820.30, section (i)	[*]	[*]
Communicate any changes to the design to Vetter Pharma, via revision of the Specifications to be implemented via the change control provisions of this QA	[*]	[*]
Retain, and accept responsibility for, the design history file and the development plan, including as referred to under 21 CFR 820.30, section (j)	[*]	[*]

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

APPENDIX 5: DELINEATION OF RESPONSIBILITIES (6/6) , Revison 01

RESPONSIBILITY ...	**RADIUS**	**VETTER PHARMA**
...FOR COMBINATION PRODUCT (continued)		
Ensure compliance with the requirements set forth in 21 CFR 820.50 (Purchasing Controls)	**[*]**	**[*]**
Compliance with the requirements set forth in 21 CFR 820.100 (Corrective and Preventive Action) with respect to the components and component sets	**[*]**	**[*]**
Compliance with the requirements set forth in 21 CFR 820.100 (Corrective and Preventive Action) with respect to the pen assembly process	**[*]**	**[*]**
Ensure that the pen assembly process is set forth in the Specifications and complies with 21 CFR 820	**[*]**	**[*]**
Assemble pen components in accordance with the Specifications	**[*]**	**[*]**

Approved: Radius July *(month)* 20 *(day),* 2016 *(signed)* /s/ Martie Griffin Name: Martie Griffin Title: VP, Corporate Quality & Compliance	Approved: Vetter Pharma July *(month)* 28 *(day),* 2016 *(signed)* /s/ Gerhard Reuter Name: Dr. Gerhard Reuter Title: Qualified Person

[*] Certain information,in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

Change Order Form # 29

Change order under Agreement dated: Fifth Amendment to Development and Clinical Supplies Agreement dated December 14, 2012

Between : Radius Health, Inc and 3M

Project Name: For the development of Radius' Abaloparatide compound delivered via 3M's Microstructured Transdermal Delivery System

Change requested by: Radius
Name: Michele Gehrt
Company: 3M
Date: 23June2016

Description of change:
Radius has requested that 3M complete process experiments to improve the [*] of the [*] in support of manufacturing Phase I clinical supplies of the sMTS abaloparatide (ABL) product. The experiments will include the following formulations: [*]. Separate change orders will be issued to manufacture the clinical supplies and complete the stability. The activities and deliverables in this Workplan are intended to support the further development of an optimized, sMTS abaloparatide product that demonstrates comparability (including pharmacokinetic bioequivalence or bioavailability) to the abaloparatide-SC injection product. The total estimated costs are $[*].

Scope:
3M will conduct the tasks necessary to complete the process experiments to improve the content uniformity.

Assumptions:
- 3M will utilize the current collar assembles to complete the work
- Radius will supply sufficient ABL to complete the work (14.5g)
- The target dose is 200 mcg/array.
- Multiple experiments will be conducted depending on the formulation:
  - 1 experiment for the [*] formulation; no stability is required
  - 3 experiments for the [*] formulation; 250 arrays will be produced to support stability and potential non GLP preclinical work
  - 3 experiments for the [*] formulation; 50 arrays will be produced to support potential non GLP preclinical work.
- Content and content uniformity of the samples produced in the experiments will be tested.
- Release in [*] will not be conducted

Deliverables:
- Presentations at JTT meetings outlining work as progressed.

Change Order Form # 29

Timing:

The required effort in hours, duration of the study in months, and estimated costs for the work plan are summarized in the table below.

Task	Estimated Effort (hours)	Estimated Duration (weeks)	Estimated Direct Costs ($)
Process Experiments	625	7	$[*]

Total Estimated Costs ~~Stage 2~~ : $[*]

MMG
24/06/16

In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Requested task, dates and costs are approved by:

Company: Radius Health, Inc
Name: Gary Hattersley
Signature: /s/ Gary Hattersley
Position: CSO
Date (dd/mm/yy): 24/06/16

Company: 3M
Name: Michele Gehrt
Signature: /s/ Michele Gehrt
Position: Commercialization Mgr
Date (dd/mm/yy): 24/06/16

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

Change Order Form # 30

Change order under Agreement dated: Fifth Amendment to Development and Clinical Supplies Agreement dated December 14, 2012

Between : Radius Health, Inc and 3M

Project Name: For the development of Radius' Abaloparatide compound delivered via 3M's Microstructured Transdermal Delivery System

Change requested by: Radius
Name: Michele Gehrt
Company: 3M
Date: 24June2016

Description of change:
Radius has requested that 3M complete stability testing in support of the process experiments (CO29), ready to coat (RTC), and Phase I clinical supplies of the sMTS abaloparatide (ABL) product. In addition, they would like 3M to cross-in and validate (level 1) their UPLC impurity method and evaluate development of an in-vitro screening dissolution method. Separate change orders will be issued to complete the process experiments and the manufacture of the clinical supplies. The activities and deliverables in this Workplan are intended to support the further development of an optimized, sMTS abaloparatide product that demonstrates comparability (including pharmacokinetic bioequivalence or bioavailability) to the abaloparatide-SC injection product. The total estimated costs are $[*].

Scope:
3M will conduct the tasks necessary to complete the: 1) stability testing, 2) UPLC method validation and 3) evaluation of an in-vitro screening dissolution method.

Assumptions:
- Process experiment stability for [*] only
  - 1, 3, 6 and 12 months at [*]; 12 month testing is optional
  - 2, 4, 8 and 12 weeks at [*]
  - Test content and content uniformity
  - Stability data to be used in the IND to establish retest dates for the clinical lot
- RTC stability for 3 formulations
  - [*]
  - [*]
  - [*]
  - 1, 2, 4 weeks at [*]

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Change Order Form # 30

  - Test purity, viscosity and content
- Clinical Stability for all three formulations listed above
  - 1, 3, 6 and 12 months at [*]; 12 month testing is optional
  - 2, 4, 8 and 12 weeks at [*]
  - Testing includes: content, impurities, moisture, pouch integrity, pod integrity, packet ID, release from steel, release of patch from tabs, appearance, endotoxin and microbials.
- UPLC impurity method
  - Cross-in Radius' method
  - Complete the method validation to Level 1 (sufficient for Phase I)
- In-Vitro screening dissolution method
  - 3M will spend 1 FTE month exploring the development of a screening dissolution method

Deliverables:

- Presentations at JTT meetings outlining work as progressed.
- Stability Data
- UPLC Method Validation (Level 1)

Timing:

The required effort in hours, duration of the study in months, and estimated costs for the work plan are summarized in the table below.

Task	Estimated Effort (hours)	Estimated Duration (month)	Estimated Direct Costs ($)
Process Experimental Stability, RTC Stability and Phase I Clinical Stability	1734	12	$[*]
UPLC Method		1	
In-vitro screening dissolution method exploration		1	

Total Estimated Costs: $[*]

In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Requested task, dates and costs are approved by:

Change Order Form # 30

Company: Radius Health, Inc
Name: Gary Hattersley
Signature: /s/ Gary Hattersley
Position: CSO
Date (dd/mm/yy): 24 June 2016

Company: 3M
Name: Michele Gehrt
Signature: /s/ Michele Gehrt
Position: Commercialization Mgr
Date (dd/mm/yy): 24/06/16

Exhibit 10.5

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

Change Order Form # 31

Change order under Agreement dated: Fifth Amendment to Development and Clinical Supplies Agreement dated December 14, 2012

Between : Radius Health, Inc and 3M

Project Name: For the development of Radius' Abaloparatide compound delivered via 3M's Microstructured Transdermal Delivery System

Change requested by: Radius
Name: Michele Gehrt
Company: 3M
Date: 24June2016

Description of change:
Radius has requested that 3M manufacture supplies of the sMTS abaloparatide (ABL) product for a Phase I Clinical Study. The supplies include the following formulations: [*]. Separate change orders will be issued to complete the process experiments and stability to support the clinical supply manufacture. The activities and deliverables in this Workplan are intended to support the further development of an optimized, sMTS abaloparatide product that demonstrates comparability (including pharmacokinetic bioequivalence or bioavailability) to the abaloparatide-SC injection product. The total estimated costs are $[*].

Scope:
3M will conduct the tasks necessary to manufacture 3 lots of supplies for a Phase I Clinical Study.

Assumptions:
- 3M will utilize the new [*] for the commercial applicator to complete the work
- Radius will supply sufficient ABL to complete the work (6.3 g) unless the current inventory of lot 2AN1 is acceptable.
- The target dose is 200 mcg/array.
- Documentation will be completed to support the manufacture (batch records, specs, methods, and validation)
- Input materials will be manufactured, cleared, assembled and [*].
- 3M will manufacture 425 arrays (supplies, release testing, stability testing and retains) for each of 3 formulations:
    - [*]
    - [*]
    - [*]
- 3M will complete finished product testing and ship supplies to the clinical site.
- 3M will provide CMC documentation to Radius to support the IND.

Change Order Form # 31

Deliverables:

- Presentations at JTT meetings outlining work as progressed.
- 3 lots of clinical supplies
- CMC documentation for IND

Timing:

The required effort in hours, duration of the study in months, and estimated costs for the work plan are summarized in the table below.

Task	Estimated Effort (hours)	Estimated Duration (weeks)	Estimated Direct Costs ($)
Phase I Clinical Supplies	1842	5	$[*]

Total Estimated Costs Stage 2: $[*]

In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Requested task, dates and costs are approved by:

Company: Radius Health, Inc
Name: Gary Hattersley
Signature: /s/ Gary Hattersley
Position: CSO
Date (dd/mm/yy): 24 June 2016

Company: 3M
Name: Michele Gehrt
Signature: /s/ Michele Gehrt
Position: Commercialization Mgr
Date (dd/mm/yy): 24/06/16

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Confidential Treatment Requested Under 17 C.F.R. §§ 200.80(b)(4) and 240-24b-2

Change Order Form # 32

Change order under Agreement dated: Fifth Amendment to Development and Clinical Supplies Agreement dated December 14, 2012

Between : Radius Health, Inc and 3M

Project Name: For the development of Radius' Abaloparatide compound delivered via 3M's Microstructured Transdermal Delivery System

Change requested by: Radius
Name: Michele Gehrt
Company: 3M
Date: 22July2016

Description of change:
Radius has requested that 3M complete pH testing in support of the Phase I clinical supplies of the sMTS abaloparatide (ABL) product. A method will be developed to test the Ready to Coat (RTC). The activities and deliverables in this Workplan are intended to support the further development of an optimized, sMTS abaloparatide product that demonstrates comparability (including pharmacokinetic bioequivalence or bioavailability) to the abaloparatide-SC injection product. The total estimated costs are $[*].

Scope:
3M will conduct the tasks necessary to complete the development of a pH method for the RTC.

Assumptions:
- RTC pH method development
  - A probe will need to be purchased to test smaller volumes of formulation

Deliverables:
- pH method for RTC
- Presentations at JTT meetings outlining work as progressed.

Timing:
The required effort in hours, duration of the study in months, and estimated costs for the work plan are summarized in the table below.

Task	Estimated Effort (hours)	Estimated Duration (month)	Estimated Direct Costs ($)
RTC pH Method Development	55	2	$[*]

[*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Change Order Form # 32

Total Estimated Costs: $[*]

In all other respects, the terms and conditions of the Agreement remain in full force and effect.

Requested task, dates and costs are approved by:

Company: Radius Health, Inc	**Company: 3M**
Name: Ehab Hamed	**Name: Michele Gehrt**
Signature: /s/ Ehab Hamed	**Signature:** /s/ Michele Gehrt
Position: Director	**Position: Commercialization Mgr**
Date (dd/mm/yy): 22 Jul 2016	**Date (dd/mm/yy):** 22/07/2016

Exhibit 31.1

CERTIFICATIONS

I, Robert E. Ward, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Radius Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2016

/s/ Robert E. Ward

Robert E. Ward

President and Chief Executive Officer

Exhibit 31.2

CERTIFICATIONS

I, B. Nicholas Harvey, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Radius Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2016

/s/ B. Nicholas Harvey

B. Nicholas Harvey
Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of Robert E. Ward and B. Nicholas Harvey hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in his capacity as President and Chief Executive Officer (principal executive officer) and Chief Financial Officer (principal financial officer), respectively, of Radius Health, Inc. (the "Company"), that, to his knowledge, the Quarterly Report of the Company on Form 10-Q for the period ended March 31, 2016 as filed with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 4, 2016

By: /s/ Robert E. Ward
Robert E. Ward
President and Chief Executive Officer

Date: August 4, 2016

By: /s/ B. Nicholas Harvey
B. Nicholas Harvey
Chief Financial Officer

This written statement is being furnished to the Securities and Exchange Commission as an exhibit to the Report, and "accompanies" such Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report to which it relates), notwithstanding any general incorporation language contained in such filing. A signed original of this statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.