Consultancy Agreement

This consultancy agreement ("Agreement") is entered into as of 15 March 2016 ("Effective Date") between Novartis Farma S.p.A., located at Largo Umberto Boccioni 1,21040 Origgio (VA), Italy ("Novartis") and Lyle, Organisation for lymphoma, leukemia and MDS patients,, located at Banetoften 26, 4700 Naestved, Denmark, ("Patient Organization")

1. THE SERVICES

1.1 Patient Organization agrees to provide the consultancy services described in Annex 1 attached hereto (the "Services"). At this purpose, Patient Organization will provide the consultancy services employing and appointing own and/or external resources having sufficient and proved expertise.

1.2 Patient Organization shall provide the services in a timely manner and in accordance with the terms of this Agreement.

1.3 Patient Organization will perform the Services in a professional manner, consistent with applicable industry standards and practices, and in compliance with all applicable laws and regulations, (including, without limitation, anti-bribery laws) and professional Codes. Patient Organization agrees to comply with all Novartis policies and procedures that will be duly communicated. In addition, Patient Organization agrees to observe Novartis' safety and other rules when on Novartis' property.

2. This Agreement shall become effective as of 16 May 2016 and shall remain in effect for the duration of the Services, provided under Section 1. This Agreement may be terminated by Novartis by giving prior written notice to Patient Organisation of at least thirty (30) days

3. In consideration of the Services of Patient Organization, the agency AIM Group International on behalf of Novartis, will pay to Patient Organization the consultancy fee(s), as applicable, described in Annex 2, plus any VAT or other withholding tax legally required. In addition, AIM Group International will reimburse any reasonable expenses (such as for travel and international courier charges) required to be incurred by Patient Organization in connection with the Services, subject to production of receipts or other evidence of payment, all as pre-approved by Novartis.

Patient Organization shall send the corresponding invoice or payment request to AIM Group International at Via G. Ripamonti, 129 - 20141 Milan (Italy) to the attention of Paola Pezzi or such other person as may be designated by Novartis from time to time. Patient Organization shall indicate on the invoice its name and address, the Services to which the invoice relates, the date during which the Services were performed, the amount payable and bank details. AIM Group International shall pay fees and expenses as indicated in the invoice within sixty (60) days (end of the month) from receipt of the same invoice.

4. Novartis will be entitled to make free use of any information supplied by Patient Organization under this Agreement subject to the final paragraph of clause 5 below.

5. Any information relating to Novartis or its affiliates acquired by Patient Organization in the course of his/her consultancy, including its or their business, business plans, operations or products, and any information generated by Novartis or its affiliates in connection with the services to be provided hereunder, will be kept strictly confidential by Patient Organization and will not be used by him/her except for the purposes of the consultancy, nor disclosed to any third party without Novartis' prior written consent. These obligations will remain in force after expiry of the consultancy period or earlier termination of this Agreement. Upon request of Novartis, Patient Organization will return to Novartis or destroy any documents and computer data containing any such information, and any other material supplied by Novartis.

The obligations specified in this section do not apply to information which: (i) at the time of first disclosure to Patient Organization by Novartis or any of its affiliated companies was already in his/her possession, as shown by written evidence, (ii) through no fault or action of his/hers , is in the public domain at the time of disclosure or thereafter, (iii) has been received from a third party which did not acquire it directly or indirectly from Novartis or any of its affiliated companies or (iv) was developed by Patient Organization independently from the information disclosed.

Nothing in this section shall prevent the disclosure of those parts of the information which are required to be disclosed by law or court order; provided however, that if Patient Organization is so required to disclose any such information he shall provide Novartis prompt written notice of such requirement so that Novartis may seek a protective order or other appropriate remedy to prevent such disclosure.

6. Patient Organization shall not make any publication (oral or written) related to this consultancy without the prior written approval of Novartis.

Intellectual property shall include all rights, titles and interest in and to any patent, design, invention, technology, trade mark, trade dress, copyright, know-how, trade secret, specification, formula, device, system, method, solution, process, document, result and any other proprietary right, information, data or form of intellectual property, in any form (whether protectable by registration or not) ("Intellectual Property"). Intellectual Property owned by Patient Organisation prior to the Effective Date that is not Work Product (hereinafter defined) shall remain the property of Patient Organisation. Intellectual Property owned by Novartis prior to the Effective Date and/or provided to Patient Organisation by or on behalf of Novartis in the course of this Agreement shall remain the property of Novartis ("Novartis Intellectual Property"). Patient Organisation shall acquire no right, title or interest in or to any Novartis Intellectual Property as a result of its performance of the Services.

Intellectual Property which is produced or developed by the attendee on behalf of Patient Organization as a result of Services performed for Novartis pursuant to this Agreement constitutes "Work Product". Novartis shall be the sole owner of, and shall be entitled to use and commercially exploit, at its sole discretion,

any and all Work Product. Patient Organization hereby transfers and assigns all right, title and interest in and to the Work Product to Novartis and shall, at no additional cost to Novartis, provide all assistance and execute all documents to the extent necessary for Novartis to secure its right, title and interest in and to the Work Product.

Upon completion of the Services, or the early termination or expiration of the Agreement, Patient Organization shall provide to Novartis all Work Product.

Anything in this Agreement to the contrary notwithstanding, Patient Organization represents that it owns or has the right to use and/or transfer any and all Intellectual Property which it shall use to perform the Services pursuant to this Agreement. Except as necessary to perform the Services, Patient Organization shall not use Novartis' name or logo without the prior written consent of Novartis.

If Patient Organization plans a publication, it shall, not less than sixty (60) days prior to the planned submission of the proposed publication, provide written notice of the proposed publication to Novartis. Novartis undertakes to respond within thirty (30) days. The parties shall timely, favourably and in good faith discuss any disputed issue. Novartis agrees that its approval to the proposed publication will not unreasonably be withheld.

7. This Agreement to provide Services to Novartis is not dependent on any requirements/obligations for Patient Organization or related parties to prescribe, supply, administer, buy or sell any Novartis medicines or services. Patient Organization confirms that he/she has not been influenced by Novartis to act improperly or unlawfully to obtain or retain business. Patient Organization confirms that he/she has complied with applicable codes and any tax payments which may be due.

8. Patient Organization confirms that it has no obligations to any third party which might be in conflict with the obligations under this Agreement, and that he/she has received all the required approvals to perform the Services, including approval from his/her employer and/or from any organisation board if applicable.

In all materials relating to Services intended for an external audience, Patient Organization shall disclose:

(a) that Novartis has retained Patient Organisation for professional services in relation to these Services; and

(b) any other relationships that Novartis has with Patient Organisation which a reasonable and ethical person would expect to be disclosed.

Both parties agree to make all other disclosures and/or notifications as may be required in connection with entering into, performing, or receiving compensation under this Agreement, and Patient Organization shall follow all applicable laws, regulations and procedures in this respect, including those relating to Patient Organisation's professional relationships with decision-making authorities or bodies (if any), such as, for instance, recusal from any votes, discussions or recommendations regarding investigational or marketed products of Novartis, regardless of whether such are subject to the Services.

9. Patient Organization acknowledges and agrees that:

(a) in performing the Services, Patient Organization is acting independently of Novartis and, to the extent this includes participation of Patient Organization in

a meeting, Patient Organisation shall reveal the fact that Patient Organization is a Patient Organization to Novartis; and

(b) the Services are free from any undue influence or bias;

10. Novartis will collect and process Patient Organization's data for the purposes of this agreement which may include the transfer of Patient Organization's personal data to countries worldwide. By signing this Agreement, Patient Organization agrees to such processing and transfer of Patient Organization's data by Novartis, their affiliates and their authorized agents. In the event Patient Organization receives Personal Information from Novartis or collects Personal Information on behalf of Novartis in the course of or in connection with the Services, Patient Organization agrees to comply with the instructions that Novartis will provide according to Privacy laws.. Except as otherwise expressly stated, Patient Organization agrees not to provide Novartis with Personal Information.

11. This Agreement shall be governed by and construed under the laws of Italy, without giving effect to the conflicts of law provision thereof. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction and venue of the competent courts of Milano, Italy, without restricting any rights of appeal

12 This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any other prior arrangements as to the Services. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.

13 All annexes to this Agreement shall form an integral part of this Agreement. With regard to any conflict between the terms of such annexes and the terms of this Agreement, the terms of this Agreement shall prevail

Novartis Farma S.p.A.

Name: SUSANNA LETO DI PRIOLO
Head of Patient Advocacy Relations

Title:

Signature:

Date: 13/4/16

Lyle Organisation for lymphoma, leukemia and MDS patients,
Rita O. Christensen, Chairwoman

Signature:

Name: SUSANNA LETO DI PRIOLO
Head of Patient Advocacy Relations

Title:

Signature:

Date:

DONATELLA DECISE
HEAD OF PATIENT STRATEGY ONCOLOGY RE SOLID TUMORS

ANNEX 1
Description of Services
CONSULTANCY

I. General Description

Patient Organization hereby agrees to participate in the following event ("the Event"): MDS Iron Overload Patient and Nurses Advisory Board Meeting
•Date/time Date 16-17th May 2016
•Venue: Radisson SAS, Amsterdam Airport, The Netherlands

In connection with the Event, Patient Organization hereby agrees to give expert opinion and advice according to the enclosed agenda and meeting aims:

- Gain insight into potential problems patients with MDS might face when switching to the new deferasirox formulation;
  - o Different dosage
  - o No food interaction
  - o Side effect profile
- Explore MDS patients' and their caregivers' informational needs about the switch to the new formulation;
- Obtain feedback on resources for patients and nurses that Novartis is developing on the new deferasirox formulation.

ANNEX 2
Fees and Invoice
In consideration of the Services defined in Annex 1, AIM GROUP INTERNATIONAL on behalf of Novartis agrees to pay to Patient Organisation a fee in the amount of € 500 (five hundred euros), plus VAT if applicable.

Unless otherwise agreed by Novartis in writing in advance, the maximum fees payable for the Services under this Agreement amount to € 500 (five hundred euros)

In addition to payment of fee(s), AIM GROUPS INTERNATIONAL on behalf of Novartis shall also reimburse any reasonable out-of-pocket expenses actually incurred by Consultant, nominated by the Patient Organisation, in providing the Services (such as for transportation following Novartis travel policy, accommodation, or international courier charges) and provided that no other corporation or organization have reimbursed or will reimburse the same expenses. Unless expressly stated to the contrary, Novartis will not reimburse for time spent travelling. Reimbursement of such expenses is subject to production of receipts or other evidence of payment and the written pre-approval of Novartis.

Payment Schedule & Instructions
Payment will be made upon receipt of invoice(s)/request of payment in accordance with the Agreement. The amount(s) stated herein may be converted and paid to Patient Organisation in the currency of Patient Organisation's country of residence (if different) in accordance with the practice and/or policy of Novartis at the time of payment.
Invoice(s) or request of payment will be issued upon completion of the services, and invoice(s) shall be sent to the following address:

Paola Pezzi
AIM Group International - AIM Travel S.r.l.
Via G. Ripamonti, 129 - 20141 Milan (Italy)
Direct +39 02 56601.262, Fax +39 02 70048579, p.pezzi@aimgroup.eu

Each invoice/request of payment shall be accompanied with all original receipts of expenses or other evidence of payment for which reimbursement is requested and shall include the following information:
•Patient Organisation's name and address
•a detailed description and breakdown of the Services and the date(s) of performance of the Services
•the amount payable (the invoice shall show one figure for the fees and one figure for the expenses)
•Patient Organisation's bank account details including: IBAN & Swift Code
•Patient Organisation's VAT number (if applicable)
•AIM Group International contact person or such other person as may be designated by Novartis from time to time

NO INVOICE/REQUEST OF PAYMENT SHALL BE PAID BY NOVARTIS OR AGENCY UNLESS SUCH INVOICE INCLUDES A SUFFICIENTLY DETAILED BREAKDOWN OF THE SERVICES PERFORMED, WITH DETAILS OF TIME SPENT AND DATE(S) OF PERFORMANCE. NOVARTIS RESERVES THE RIGHT TO WITHHOLD PAYMENT OF AN INVOICE UNTIL RECEIPT OF WRITTEN EVIDENCE THAT CONSULTANT HAS OBTAINED APPROVAL FROM HIS/HER EMPLOYER (WHERE REQUIRED BY LAW).