# **PATIENT GROUP AGREEMENT**

#### between

### F. Hoffmann-La Roche Ltd

Grenzacherstrasse 124, CH-4070 Basel, Switzerland (hereinafter "Roche")

and

#### LyLe - Patientforeningen for Lymfekræft og Leukæmi

Banetoften 26, DK-4700 Næstved, Denmark (hereinafter "Patient Group")

Represented by:

#### Ms. Rita O. Christensen

(hereinafter referred to as "MS. CHRISTENSEN")

Whereas MS. CHRISTENSEN possesses recognized expertise in the field of patients experience in innovative approaches to develop small organizations.

Whereas Roche is interested in such expertise for the provision of certain services.

Therefore Patient Group, MS. CHRISTENSEN and ROCHE agree as follows:

#### 1. Services

1.1 Roche herewith entrusts MS. CHRISTENSEN to provide services during the term of this Agreement. MS. CHRISTENSEN has been selected to perform the activity specified in the table below (the "**Activity**") on the basis of Ms. Christensen relevant experience and expertise mentioned above:

Activity title/type:	International Experience Exchange for Patient Organization (IEEPO)
Date of Activity:	March 2-3, 2016
Activity objective and description:	The objective of this meeting is aimed at increasing the capacity of patient organisations to fulfil their remit. It achieves this by providing an
	opportunity for the participants to learn from the experience of colleagues in patient groups active in other therapeutic areas and countries, and by providing expert speakers on topics of broad interest to patient groups. The meeting will take place in the English language.
MS.	Patient Group Representative
CHRISTENSEN's	Speaker - Module 6: Innovative approaches to develop small
Role:	organisations
Venue	Hotel Tivoli; Arni Magnussons Gade 2, 1577 København V, Denmark

- 1.2 MS. CHRISTENSEN will personally execute the mandate.
- 1.3 All Appendices form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement.

#### 2. Compensation

2.1 The Parties hereby agree that there shall be no compensation paid by Roche to Patient Group or MS. CHRISTENSEN for the services provided to Roche for the Activity under this Agreement and Patient Group and MS. CHRISTENSEN hereby waives Ms. Christensen rights to any such compensation.

Roche will reimburse Patient Group or MS. CHRISTENSEN or directly pay for reasonable travel and other out-of-pocket expenses (at cost with no accounting, handling and/or management surcharge) incurred in connection with this Agreement subject to receiving a completed expense invoice form (to be provided by Roche) and accompanying proof of purchases (e.g. original receipts) for all expenses. MS. CHRISTENSEN will fly economy class. For the avoidance of doubt, any up-grades in travel arranged by Patient Group or MS. CHRISTENSEN will be at Patient Group's or MS. CHRISTENSEN's own expense.

#### 3. Payment

- 3.1 Upon receipt of the signed Agreement and once the services have been rendered, Roche will forward Patient Group or MS. CHRISTENSEN an expense invoice form which references the appropriate Roche purchase order number. Patient Group or MS. CHRISTENSEN will submit this invoice and accompanying proof of expenses immediately after receipt of the form but no later than within thirty (30) days from receipt of the form to enable Roche to comply with its obligations arising under applicable law, code or regulation, with regards to transparency.
- 3.2 Hard copy invoices quoting the appropriate purchase order and line items and shall be sent to:

F. Hoffmann-La Roche Ltd Accounts Payable Grenzacherstrasse 124 CH-4070 Basel

3.3 Upon receipt of proper documentation (signed expense form incl. receipts) and the correct banking details, Roche will pay the invoice within thirty (30) days via bank transfer. Should Roche not obtain the full bank details of Patient Group or MS. CHRISTENSEN as indicated below, payment may take longer. To process any payments, Roche will need Patient Group's or MS. CHRISTENSEN's personal, physical address and bank details. The banking details are as follows:

Name of Account Holder	LyLe - Patientforeningen for Lymfekræft og
	Leukæmi

Street Address of Account Holder	Banetoften 26
City, Postal Code, and Country	DK-4700 Næstved Denmark
Bank Account Number	3229254820
IBAN code (for European residents)	DK 923 000 3229 254 820
Bank ID, e.g. Clearing Number or Sort	1551
Code (for all other residents)	
Swift Code	DABADKKK
Bank Name	Danske Bank
VAT or Individual Tax ID	

#### 4. Confidentiality & Transparency

- 4.1 Except as otherwise required by law or court order, during the validity of this agreement and for a period of ten (10) years thereafter, Patient Group and MS. CHRISTENSEN shall keep in strict confidence all information ("Confidential Information") received from Roche during the term of this Agreement, whether related to services or not, or obtained in connection with MS. CHRISTENSEN's services under this Agreement. MS. CHRISTENSEN will treat all Confidential Information in the same manner as she would treat Ms. Christensen own proprietary information and will make no use of such information,
  - unless such Confidential Information is general public knowledge or becomes general public knowledge through no fault of Patient Group, or
  - unless such Confidential Information was in MS. CHRISTENSEN's possession on a non confidential basis to its receipt thereof, or
  - unless such Confidential Information is received by MS. CHRISTENSEN from any third party for use or disclosure without any obligation to Roche, or
  - unless such Confidential Information can be shown independently developed without the use of any of the Confidential Information of Roche.
- 4.2 Notwithstanding the foregoing, Patient Group and MS. CHRISTENSEN understand that Roche is committed to full transparency and asks that Patient Group and MS. CHRISTENSEN acknowledge and disclose this support from Roche in its communication activities. As the Roche Group adheres to a multitude of global, regional and local rules and regulations and best industry practices and standards, the Roche Group is collecting data of any arrangements similar to this Agreement in an internal register and reserves its right to disclose on an individual patient group level information regarding the subject matter of this Agreement including any consideration and compensation related to it, including the amount or value, the recipient, the purpose and the date of the support, where and when Roche deems appropriate. This may in particular include the cost of travel, accommodation, hospitality and any other financial or significant non-financial contributions provided with regards to the attendance of the event.

#### 5. Publication and Right of Use

- 5.1 Notwithstanding the above confidential obligation, Roche shall have the right to use all reports, advice, agendas, supporting materials or other documents prepared by MS. CHRISTENSEN for Roche under this Agreement, for any purpose.
- 5.2 MS. CHRISTENSEN will upon Roche's request, promptly return or destroy all documents and material made available to MS. CHRISTENSEN.
- 5.3 In case of any filming and/or photography, this Agreement provides Roche with full internal usage rights for all of the Film and Photographed footage with regard to MS. CHRISTENSEN obtained during the specified Activity (the "Film and Photographed Materials"). The Film and Photographed Materials may be used by Roche and/or its contracted agencies, for Roche internal purposes. MS. CHRISTENSEN consents to the following with regard to the Film and Photographed Materials:
  - 5.3.1 MS. CHRISTENSEN gives to Roche Ms. Christensen consent to the filming and photography of Ms. Christensen person and all necessary permissions for the ongoing use of all Film and Photographed Materials in any format and for any Roche internal purpose,
  - 5.3.2 MS. CHRISTENSEN accepts that the Film and Photographed Materials will be used as Roche finds appropriate and that MS. CHRISTENSEN will have no right to review or require changes to any use of the Film and Photographed Materials. MS. CHRISTENSEN acknowledges that she will not be contacted further regarding the use of the Film and Photographed Materials unless she has explicitly specified otherwise.
  - 5.3.3 As applicable, MS. CHRISTENSEN assigns the entire copyright and all other rights of whatever nature in the Film and Photographed Materials to Roche.
  - 5.3.4 Personal data related to the Film and Photographed Materials may be transferred across national borders and may be accessed by Roche affiliated companies and contracted third parties in countries with different laws providing varying degrees of protection for MS. CHRISTENSEN's personal data. Regardless of where the personal data may be accessed, Roche will comply with local laws and regulations pertaining to data collection and use.
  - 5.3.5 MS. CHRISTENSEN confirms that she has been adequately informed about the global use of Ms. Christensen personal data and the Film and Photographed Materials within the aforementioned purposes and especially about the possible transfer of such data into countries with a lower data protection level and that MS. CHRISTENSEN has taken a free decision to this respect.

#### 6. General Terms

6.1 MS. CHRISTENSEN's status with Roche shall be at all times during the term of this Agreement that of an independent contractor. MS. CHRISTENSEN is not authorized to

represent or act on behalf of Roche without Roche's prior written consent. Further, as an independent contractor, MS. CHRISTENSEN is not eligible to participate in, nor is she eligible for coverage under, any of Roche's benefit plans, programs, employment policies or procedures or workers' compensation insurance. In consideration of Roche agreeing to use Ms. Christensen services hereunder, Roche will be released from any liability arising from its failure to provide such plans, programs, policies, procedures and workers' compensation insurance.

No party shall have the authority to bind or obligate the other party to this Agreement in any matter without the other party's written approval. Nothing in this Agreement shall be construed to give MS. CHRISTENSEN the power or authority to be an agent of, or to act or make representations for Roche.

- 6.2 MS. CHRISTENSEN recognizes that it is Roche's policy to comply with all applicable laws, regulations, industry codes, permits and consent orders and to act in a proper and ethical manner. Notwithstanding anything to the contrary contained herein, Roche may terminate this Agreement immediately in the event that MS. CHRISTENSEN breaches the terms of this Article. For the avoidance of doubt, Roche neither seeks nor expects the Patient Group or those with whom the Patient Group collaborates to purchase, recommend or supply any Roche medicinal product as a result of the services to be provided under this Agreement.
- 6.3 This Agreement embodies the entire understanding among the parties hereto. Except for changes in venue, location or time of the event as defined in Article 1 above, no amendments, changes, modifications or alterations of the terms and conditions of this Agreement shall be binding upon either party hereto unless in writing and signed by both parties.

#### 7. Term and Termination

- 7.1 The present Agreement shall come into force 28<sup>th</sup> February, 2016 and shall remain in force until completion of services hereunder.
- 7.2 However, the Agreement may be terminated by either party giving at any time a (3) three months prior written notice to the other party or, if either party breaches any of the material terms and conditions of this Agreement, the other party may, at its option, terminate this Agreement immediately upon written notice to the breaching party.

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## 8. Applicable Law and Jurisdiction

This Agreement shall be interpreted and construed in accordance with the laws of Switzerland. In case of controversies which cannot be settled amicably, the matter shall be brought before the competent courts of Basel-City, Switzerland which shall have the exclusive jurisdiction.

Basel,	F. Hoffmann-La Roche Ltd
18/ <sub>02</sub> /16 Date	Irmi Gallmeier, Senior International Health Policy Leader –
22/2/16 Date	Patient Group Relations  Brigitte Nolet,
	Head of Global Health Policy
Næstved,	Patient Group Representative
/5.02.2016 Date	Ms. Rita O. Christensen LyLe - Patientforeningen for Lymfekræft og Leukæmi
City,	Patient Group
Date	Name: Position:

# APPENDIX A PROCESSING OF PERSONAL DATA

Patient Group and Representative acknowledge that in relation with this Agreement and for interacting with the Patient Group, Roche will collect and process data in electronic databases. These data are considered to be personal data according to EU Directive 95/46/EC (the "EU Data Protection Directive") and other applicable law. Roche's intent in processing these data are to facilitate internal communication among those Roche affiliates who may have or are interested in the current or any future interactions with Patient Group and Representative, so that those interactions may be effectively coordinated, also for the Patient Group and Representative 's benefit. The data are also required to comply with Roche's reporting obligations.

Data will be obtained from this Agreement and from Patient Group and Representative directly, from internal data sources maintained by Roche and from publicly available sources such as the Internet.

Only data necessary for legitimate business purposes will be maintained. Processed data include name, contact information, details about this Agreement and other contractual relationships between Roche and Patient Group and Representative, publications by Patient Group and Representative and internal Roche documents describing the past and planned professional interactions with Patient Group and Representative.

The Roche affiliate being party to this Agreement as data controller as well as all other companies of the Roche Group are fully committed to comply with all applicable data privacy laws, such as the EU Data Protection Directive, the Swiss Data Privacy Act, and other applicable data privacy laws and principles. Roche establishes adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights to ensure that the data will be protected with an adequate level of privacy in the event that data are transferred to Roche affiliates and service providers, which may also cause a transfer of the data to other countries including countries which do not ensure an adequate level of data protection according to the EU Data Protection Directive.

Patient Group and MS. CHRISTENSEN have the right to be informed about the personal data processed by Roche about him/her, and about the logic on which automated decisions are based, if any. Patient Group and Representative have further the right to request, as appropriate, the rectification, erasure or blocking of data to the extent that the processing of data does not comply with the provisions of applicable data privacy law, in particular because of the incomplete or inaccurate nature of the data. For information regarding the data stored about him/her, Patient Group and Representative may contact Ms. Christensen Roche contact person for this Agreement,, the data privacy officer of the Roche affiliate being party to this Agreement or the Roche's Group Data Privacy Officer.

This Appendix A forms an integral part of the Agreement. However, this Appendix A shall survive any termination or expiry of the Agreement for an indefinite term in accordance with applicable law.