



PATIENT ADVISORY BOARD AGREEMENT

This Agreement (“**Agreement**”) is entered into as of August 15th 2018 between Novartis Healthcare A/S (Reg. No. 20575786), Edvard Thomsens Vej 14, 2300 København S, Denmark (“**Novartis**”) and LYLE (Patientforeningen for Lymfekræft, Leukæmi og MDS) (represented by Leader Rita Christensen), Banetoften 26, 4700 Næstved, Denmark (“**Patient**”).

WHEREAS Novartis is committed to patient centricity and in particular to better understand patients’ experience with their disease, how patients interact with their physicians, and how Novartis can be responsive to their questions and needs.

WHEREAS, for this purpose, Novartis is conducting internal events, for Novartis employees and Novartis management, inviting patients, their caregivers and physicians to share their experience on a disease, how it affects their life, and on related healthcare issues.

WHEREAS Patient is willing to take part in one of such events, and to provide her personal patient perspective of what the Nordic cancer patient community expect from Novartis as a Global patient centric pharma company, and what more Novartis Oncology can do to create value for cancer patients in the Nordics.

In witness thereof, the parties agree as follows:

1. Patient agrees to participate in the NOPALCO (Nordic Patient Leadership Council Oncology) patient advisory board meeting (“the advisory board service”). Here she will provide her personal patient perspective of what the Nordic cancer patient community expect from Novartis as a Global patient centric pharma company, and give insights to what more Novartis Oncology can do to create value for cancer patients in the Nordics. The meeting will take place on **December 5-6 2018** at Clarion Hotel Arlanda/Stockholm, Sweden (“the Event”)
- 1.1 Patient confirms and represents that:
 - Patient is performing the advisory board service in his own free will and accord.
 - Any information that Patient will communicate during the Event will be accurate to the best of Patient’s knowledge, and will reflect Patient’s personal true and honest opinion of his/her experience and that Novartis shall not be responsible for any statement made by Patient during the Event.



2. Any information relating to Novartis or its affiliates or any of its or their businesses, business plans, operations or products acquired by Patient in the course of this Agreement (“**Information**”) will be kept strictly confidential by Patient and will not be used by Patient except as necessary to provide the advisory board service. Patient shall not disclose, whether in writing or orally, any Information, including the existence and contents of this Agreement, to any third party without Novartis’ prior written consent. These obligations will remain in force after expiry of this Agreement. Upon request of Novartis, Patient shall promptly return to Novartis or destroy any documents and computer data containing any Information, and any materials supplied by Novartis.

The obligations specified in this Section shall not apply to Information which Patient can demonstrate by written evidence: (a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public through no breach of any obligations by Patient; (b) is disclosed to Patient by a third party who is entitled to disclose it without breaching a confidentiality obligation; (c) was known to, or otherwise in the possession of, Patient prior to the time of disclosure by Novartis; or (d) is developed by Patient independently of any information disclosed by Novartis or its affiliates.

Patient may also disclose such Information if compelled to do so by a court, administrative agency, or other tribunal of competent jurisdiction; provided however, that Patient shall first provide prompt written notice to Novartis of such requirement so that Novartis may seek a protective order, or other remedy from such court, agency or tribunal and Patient shall only disclose that portion of the Information that, in the reasonable opinion of its legal counsel, is required to be disclosed.

3. In appreciation of the advisory board service, Novartis agrees to pay an amount of **4000 DKK** as compensation to LYLE. If the advisory board is cancelled before the actual event, Novartis will not pay the compensation.

In addition, Novartis agrees to reimburse reasonable out-of-pocket expenses actually incurred by Patient in providing the Advisory Board Service (such as but not limited to travel expenses in accordance with Novartis’ travel policy and courier charges). Reimbursement of such expenses is subject to production of receipts or other evidence of payment and the written pre-approval of Novartis.

Patient shall fill in the payment request template attached as **Appendix A** and send it to Novartis to the individual written therein.

4. This Agreement shall be construed by and enforced in accordance with the laws of Denmark without regard to its principles of conflicts of law. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.



- 5. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and shall supersede any other prior arrangements as to the Advisory Board Service.

IN WITNESS WHEREOF, the parties intending to be bound have caused this Agreement to be executed.

Patient

I understand and agree with the terms and conditions of this Agreement.

I am not obligated in any way to sign this Agreement and I am signing it voluntarily.

Rita Christensen

Leader of LYLE Patient Organization

Date and Signature: 22-Nov-2018 | 4:58:48 AM EST
 DocuSigned by:
 Rita Christensen
 F92DBD4EBA834E6...

NOVARTIS HEALTHCARE A/S

Wenche Hægh

Patient Relations Head

Oncology Nordics

Date and Signature: 21-Nov-2018 | 11:19:17 AM EST
 DocuSigned by:
 Wenche Hægh
 B82B4EDACAFD456...

Jesper Kildehøi

Medical Advisor Hematology

Oncology Denmark

Date and Signature: 22-Nov-2018 | 3:16:55 AM
 DocuSigned by:
 Jesper Kildehøi
 63DC43CA9C4E431...



Appendix A

Udbetaling af honorar- og/eller kørselsgodtgørelse

Speaker ved møde den _____

OBS. UDFYLD VENLIGST SKEMAET MED BLOKBOGSTAVER, TAK.

Honorar*1)	Kr. _____
Kontant udlæg (originalbilag vedlægges)	Kr. _____
Kørselsgodtgørelse _____ km a kr. 3,63 (Kørselsgodtgørelse er pr. 1.1.2002 skattepligtig)	Kr. _____
Total	Kr. _____

*1) Udbetaling af honorar kan ske på **2** måder:

- 1) Til dig personligt: Oplys dit cpr.nr. Beløbet vil blive opgivet som B-indkomst og være personligt skattepligtig.
- 2) Til en virksomhed: Opgiv venligst cvr.nr.

Dato _____

Navn _____

Adresse _____

Postnr. og by _____

CPR-nr. eller CVR-nr. _____
(krav fra skattevæsenet)

Beløbet bedes indbetalt til pengeinstitut _____

Reg.nr. _____ konto nr. _____

Kontonavn: _____ evt. referencetekst _____
(hvis afvigende fra beløbsmodtagers navn)

Såfremt vi modtager din honorarseddel senest den 25. i måneden, vil overførsel af beløbet ske i slutningen af samme måned. Modtagelse efter den 25. i måneden: Overførsel i slutningen af den efterfølgende måned.

Bedes venligst returneret til Kari Anne Dokken, Novartis Norge AS, P.O Box 4284 Nydalen, 0401 OSLO, Norway (eller send i email: kari_anne.dokken@novartis.com)

Patient Speaker Agreement Template Denmark Legal Approved 4 November 2014