

Ad Board Services Agreement

This Agreement (“**Agreement**”) is entered into as of October 5 2019, 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 the patient journey in advanced breast cancer.

In witness thereof, the parties agree as follows:

1. Patient agrees to participate in a Nordic Cell and Gene Patient Advisory Board. In the meeting, she will take an active part in the discussions on the following topics: (“**the Speaking Engagement**”).
 - Develop a better understanding of the key unmet needs of the hematology patient community on CAR-T therapies
 - Obtain feedback and insights on key questions related to the complexities of CAR-T therapy in general principles (not brand specific)
 - Obtain feedback on the suggested content for the unbranded CAR-T toolkit that will be developed in collaboration with Leukemia Care (PAG)
 - Identify key areas where Novartis may provide support to the patient community moving forward

The meeting will take place on January 13-14 2020 at Clarion Hotel Arlanda/Stockholm, Sweden (“**the Event**”).
2. Patient confirms that the advisory board service in her 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 her experience and that Novartis shall not be responsible for any statement made by Patient during the Event.
3. Novartis and its Affiliates agree to use any such information for the sole purpose of training, educating and informing their respective directors, officers, employees and advisors (including external service providers), and will not use such information for any other purpose without the prior written consent of Patient.
4. For the purpose of this Agreement, an entity shall be deemed to be an “**Affiliate**” of Novartis if it is a company, whether a corporation or other business entity, that is controlling, controlled by or under common control with Novartis. “**Control**” shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity. Affiliate shall also include the research foundations organized and/or sponsored by Novartis and/or its Affiliates.

5. Although the respective directors, officers, employees and business partners of Novartis and its Affiliates who attend the Event have signed confidentiality engagements concerning the information obtained in the course of their relationship or employment with Novartis and its Affiliates, they may disclose and discuss in private circles and outside business and professional context certain elements of the Patient's testimony during the Event. Patient understands, acknowledges and agrees to such private disclosure and comments on his/her testimony, and under no circumstances, shall Novartis or its Affiliates be held responsible for such private disclosure or comments.
6. 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 Speaking Engagement. 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.

Any questions related to GDPR, please contact dataprivacy.nordics@novartis.com

7. In appreciation of the Speaking Engagement, Novartis agrees to pay an amount of **3 500 DKK** compensation to the Patient. If the speaking engagement is cancelled before the actual event, Novartis will not pay an amount of compensation to the Patient.

In addition, Novartis agrees to reimburse reasonable out-of-pocket expenses actually incurred by Patient in providing the Speaking Engagement (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 a payment request template that will be sent to the patient from Novartis directly after the event.

8. 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.

9. 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 Speaking Engagement.


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.

28-Nov-2019 | 5:41:08 AM EST

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Rita Christensen
Leader of Patient Association LYLE

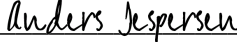
NOVARTIS HEALTHCARE A/S

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Wenche Haegh
Head Patient Relations
Novartis Oncology, Nordic

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Anders Jespersen
Medical Head
Novartis Oncology, Denmark