



Consulting services agreement

This consulting services agreement (the "**Agreement**") is effective as of September 24, 2019 (the "**Effective Date**") and is entered into by and between:

Celgene ApS, a company duly organized under the laws of Denmark, having its registered offices at Kristianiagade 8, 3., DK-2100 Copenhagen Ø, Denmark ("**Celgene**") (together with its Affiliates hereinafter collectively referred to as "**Celgene Group**")

AND

LyLe, patientforeningen for Lymfekræft, Leukæmi og MDS, a Patient Organization having an address at Banetoften 26, Naestved, Denmark (the "**Patient Organization**").

(each a "**Party**" and together the "**Parties**")

For the purposes of this Agreement "**Affiliate(s)**" shall mean any company or other entity directly or indirectly controlling, controlled by or under common control with a Party to this Agreement. "Control" shall mean the power to directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or policies of such company or entity whether through shared ownership, by contract or otherwise.

WHEREAS Celgene desires to retain the Patient Organization as an independent contractor to perform consulting services, and Patient Organization is willing to perform the services, on the terms and conditions set forth below;

WHEREAS all Services under this Agreement will be performed by the Consultant, on behalf of the Patient Organization, and the Consultant is a member, partner or employee of the Patient Organization.

THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definition of Services

- 1.1 Consultant, on behalf of the Patient Organization, shall perform the services as mentioned below, in accordance with the deliverables as described in this section:
Participate to a meeting and provide patients insights and perspective of the patient journey in MDS low risk group on September 24, 2019 from 10.30 – 14.30 at Celgene offices hereinafter, the "**Services**".
The Patient Organization will appoint maximum three patients (collectively together, the "**Consultant**") to perform the Services.
- 1.2 Patient Organization will not assign any other employee to perform work related to this Agreement, without Celgene's prior written consent, which can be withdrawn at its sole discretion.
- 1.3 The Celgene contact during provision of the Services is Lars Nicklasson.

2. Compensation

- 2.1 As compensation for the Services provided, Celgene will pay Patient Organization seven hundred and fifty Danish Crowns (DKK 750) per hour and per each member of the Consultant excluding VAT (the "**Service Fee**") for a maximum of 4 hours as detailed below:
 - 4 hours delivery time

The total Service Fee under this Agreement shall not exceed nine thousand Danish Crowns (DKK 9,000) without Celgene's prior written consent, even under a quantum meruit theory. Patient Organization acknowledges that no additional fees shall be due to Patient Organization (the "**Total Fee**").
- 2.2 Pursuant to the terms of this Agreement, Celgene shall either pay directly, or reimburse Patient Organization, reasonable and customary expenses incurred by each member of the Consultant in the performance of the Services limited to:
 - Travel to and from the meeting venue:
 - one (1) return economy class rail ticket; or
 - one (1) return flight in economy class;
 - Return airport transfers;

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- Taxi transfer(s) and/or public transportation (use of taxis should be reasonable. For longer distances public transportation or Consultant's own car should be used); or
- Car mileage costs in accordance with the rate applicable at the time of contract signature
- Meal costs
- Maximum 4-star hotel accommodation.

All such expenses must be pre-approved by Celgene. Where Consultant has incurred the expense directly, reimbursement will be made upon provision of satisfactory invoices and itemized receipts clearly detailing the nature of each expense claimed. Patient Organization shall ensure that Consultant will always comply with the applicable laws, codes of practice and Celgene's travel and expense policies. No additional expenses other than those stated above shall be due to the Patient Organization.

- 2.3 The Parties agree that the compensation as described above reflects the Fair Market Value of the Services provided and that it complies with the industry, regulatory, and ethical guidelines as well as with the European Federation of Pharmaceutical Industries and Associations (EFPIA) "Patient Organization Code of Practice", and the relevant national codes of practices applicable to the pharmaceutical industry.
- 2.4 The compensation is provided without obligation or inducement to recommend, buy or use any Celgene products and is not conditioned in any way on any business or other decisions Patient Organization and/or Consultant have made or may make in the future relating to Celgene or to Celgene's products.

3. Invoicing

Upon completion of the Services, Patient Organization shall provide Celgene with an invoice or request for payment, for the attention of Accounts Payable and as instructed by Celgene. The invoice or request for payment shall be paid by bank transfer within thirty (30) days of receipt.

4. Tax

Patient Organization is solely responsible for all taxes, as applicable, related to the Total Fee, unless otherwise agreed between the Parties or stipulated otherwise in the applicable law.

5. Term and Termination

- 5.1 This Agreement enters into force as of the Effective Date and shall remain in full effect until October 30, 2019 or until the Services are completed, whichever occurs first.

Without prejudice for either Party's surviving obligations under this Agreement, either Party may:

- (i) Terminate this Agreement at any time upon thirty (30) days written notice to the other Party; or
- (ii) Give notice of the immediate termination of this Agreement in the event the other Party shall breach any of the material provisions under this Agreement. In the sense of this section, the clauses 6, 9 and 12 of the Agreement are considered as material provisions.

- 5.2 In addition, Celgene has the right to give notice of the immediate termination of this Agreement should Consultant cease to be a member, partner or employee of the Patient Organization.

- 5.3 Upon expiry or termination of the Agreement for whatsoever reason, Patient Organization shall:

- (i) Immediately deliver to Celgene all Celgene's Group property which is in their possession or under their control;
- (ii) Irretrievably delete any information relating to Celgene Group's business stored on any devices or platforms and all materials derived from such sources which is in their possession or under their control outside the premises of Celgene;
- (iii) Provide a signed statement that they have complied fully with their obligations under this section, as required by Celgene.
- (iv) Ensure that Consultant shall comply with the requirements as described in this section

6. Services performance and warranties

- 6.1 Patient Organization agrees to and shall ensure that Consultant provides the Services to Celgene in an efficient manner and in accordance with the terms and conditions of this Agreement.

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6.2 Patient Organization represents and warrants that:

- (i) Patient Organization and Consultant possess the necessary expertise to perform the Services in a professional manner, in accordance with the highest professional industry standards and that Patient Organization and Consultant have obtained all required authorizations, registrations, permits and consents, as applicable, for due performance of the Services under this Agreement;
- (ii) Patient Organization and Consultant will abide by all applicable laws that apply to the performance of the Services under this Agreement;
- (iii) Patient Organization and Consultant will abide by all relevant standards, including the EFPIA "Patient Organization Code of Practice" and any local codes of conduct, in particular the industry code of the country in which Celgene is located and the industry code of the country in which Patient Organization has its main European location.

7. **Consulting Relationship**

- 7.1 For the purposes of this Agreement, the Parties are independent contractors and nothing contained in this Agreement shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint venturers. Neither Party shall have the power or right to bind or obligate the other Party, nor shall it hold itself out as having such authority.
- 7.2 Patient Organization represents and warrants that it will inform the general public of its relationship with Celgene whenever Consultants, on its behalf, speaks during a public event or writes a public article about a matter that is subject to this Agreement.
- 7.3 For the avoidance of doubt, the provisions in this section also apply to the relationship between Celgene and Consultant.

8. **Sub-contracting and assignment**

Patient Organization shall ensure that Consultant shall perform the Services in person and Patient Organization shall not sub-contract or assign any part of the Services, or the Agreement to a third-party without Celgene's written consent.

9. **Confidential Information**

During the term of this Agreement and for a period of 10 years thereafter, Patient Organization shall not disclose or use Confidential Information except as permitted in this Agreement or in writing by Celgene, and Patient Organization shall ensure that Consultant shall follow all of the obligations and principles contained in this section. "**Confidential Information**" shall include all information concerning Celgene and the Services, including, without limitation, data, know-how or materials, disclosed to Consultant or Patient Organization by or on behalf of Celgene. Upon the earlier of completion of the Services or termination or expiration of this Agreement, Patient Organization shall return to Celgene all Confidential Information, as requested by Celgene and Patient Organization shall ensure that Consultant does the same.

10. **Intellectual Property Rights**

- 10.1 All communications, materials, concepts, outcomes and plans developed by Consultant, on behalf of Patient Organization, which are or have been made, conceived or written by Consultant its agents or sub-contractors during the term of this Agreement and which are based upon Services performed by Consultant for Celgene or information received from Celgene Group, shall automatically vest in Celgene (the "**Intellectual Property Rights**").
- 10.2 In cases where an Intellectual Property Right does not automatically vest in Celgene, Patient Organization hereby assigns and, if and to the extent necessary, undertakes to assign, exclusively to Celgene all Intellectual Property Rights. In cases where the Intellectual Property Right is not owned by Patient Organization, Patient Organization undertakes to acquire the Intellectual Property Right and assigns it exclusively to Celgene.
- 10.3 In cases where an Intellectual Property Right cannot be assigned to Celgene, Patient Organization grants Celgene a world-wide, transferable, fully paid-up exclusive license with the right to grant sublicenses under all works of authorship (the "**Copyrights**"). In the event the Copyrights cannot be owned by or licensed to Celgene, Patient Organization shall notify Celgene and Patient Organization shall obtain the rights to use in Celgene's favor, as Celgene may require.

11. **Data Privacy**

- 11.1 The Parties will process all personal data obtained during the course of the Services in accordance with the applicable data protection laws.
- 11.2 Celgene will process any personal data received from the Patient Organization in accordance with its HCP Privacy Notice available under: www.celgene.com/celgene-privacy-policy/health-care-professionals-privacy-notice/ and this Agreement.

Patient Organization warrants that it shall inform or obtain the prior written consent of each individual, as required by applicable law, for the disclosure of their respective personal data to Celgene and processing in accordance with this clause. The Parties understand that Celgene will not have any further information/consent obligations towards the Patient Organization's personnel.

- 11.3 If the Patient Organization, when providing the Services, has access to personal data belonging to Celgene or equipment containing personal data, Patient Organization must (i) keep the data confidential, (ii) comply with any instructions given by Celgene for the processing of personal data, (iii) adopt all technical and security measures needed to avoid unauthorized access to said data, and (iv) at the termination of the Services, destroy or return to Celgene any personal data in its possession. In addition, Patient Organization will promptly and in any case no later than twenty-four (24) hours report to Celgene (i) any potential or actual personal data breach and provide all relevant information and (ii) any notification from an authority to Patient Organization of an inspection or an audit to start, if this affects the personal data belonging to Celgene.

12. Anti-bribery compliance

- 12.1 Patient Organization represents and warrants that it, as well as Consultant, shall comply with all applicable laws regulations and codes relating to anti-bribery and anti-corruption (the "**Anti-Bribery Laws**"), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. Patient Organization and Consultant are prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or Patient Organization covered under the Anti-Bribery Laws in order to:

- (i) win or retain business for Celgene;
- (ii) improperly influence an act or decision that will benefit Celgene;
- (iii) gain an improper advantage for Celgene.

- 12.2 Patient Organization undertakes to keep accurate and transparent records to reflect transactions and payments. Should Patient Organization breach or have any reason to believe that it, or the Consultant, might have breached this section, it shall inform Celgene immediately, in writing, and cooperate with Celgene to investigate and document the facts.

13. Transparency Disclosures

The Patient Organization is advised that Celgene shall comply with applicable laws, regulations and pharmaceutical industry association codes that require Celgene to disclose information, including financial data, to competent authorities or pharmaceutical industry associations regarding value transfers from or on behalf of Celgene. This includes payments for services or transfers of value (such as monetary donations or in kind, reimbursement of expenses or sponsorships, amongst other forms) made to healthcare professionals, government officials, healthcare organizations, non-profit associations or patient organizations.

The Patient Organization is advised, and agrees, that applicable laws, regulations and pharmaceutical industry association codes could require Celgene to disclose such information on an individual basis clearly identifying the recipient and the amounts of payments for services or transfers of value. The Patient Organization acknowledges that, without prejudice to the confidentiality commitment, such information may be made publicly available in an appropriate manner in an appropriate manner (which may include web platforms) by Celgene and/or competent authorities or pharmaceutical industry associations. The Patient Organization agrees to provide Celgene, within 15 working days upon Celgene's request, any documentation, information, materials, or data Celgene may request from the Patient Organization to facilitate Celgene compliance with this Section.

14. Records and audit

Patient Organization shall maintain all relevant records concerning the Services performed under this Agreement. Such records are subject to examination and audit (by Celgene's Group or a designated third party) until three (3) years following the termination of the Agreement for whatsoever reason.

15. Use of name / logos / trademarks

Patient Organization agrees that it will not use the name, logo(s) or trademarks of Celgene Group without the prior written consent of Celgene.

16. Governing law / jurisdiction

This Agreement will be governed by the laws of Denmark. The Parties hereby consent to the exclusive jurisdiction of the competent courts of Copenhagen, Denmark for the resolution of any disputes arising under this Agreement.



17. Complete understanding / modification / severability

- 17.1 This Agreement sets forth the entire understanding of the Parties with respect to the Services and supersedes all existing agreements, discussions or proposals, whether oral or written, concerning the subject matter, and may be modified only by a written instrument duly executed by each Party, expressly referencing this Agreement.
- 17.2 In the event that any provision of this Agreement is held illegal or invalid for any reason, such provision shall not affect the remaining parts of the Agreement, but this Agreement shall be construed and enforced as if that invalid provision has never been inserted herein.

18. Survival

Sections in this Agreement relating to obligations which have accrued or which have application beyond the term of this Agreement, including without limitation those relating to Confidential Information, records, data privacy, Intellectual Property Rights and use of names and logo, and any provision required to interpret and enforce the Parties' rights and obligations under this Agreement to the extent required for the compliance with this Agreement, shall survive termination of this Agreement.

19. Counterparts

This Agreement may be executed in duplicate original counterparts. Signatures to this Agreement transmitted by facsimile or captured via portable document format (pdf), shall have the same effect as the physical delivery of the paper document bearing original signatures of the duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the undersigned are duly authorized to sign this Agreement on behalf of the Parties.

Celgene Aps

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Signature: 

Signature: 

Name: Hugo Michael

Name: RITA O. CHRISTENSEN

Title: General Manager

Title: CHAIRWOMAN

Date: 23 Sep 2019

Date: 23. SEPT. 2019

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