



### Speaker services agreement

This speaker services agreement (the "**Agreement**") is effective as of September 26, 2019 (the "**Effective Date**") and is entered into by and between:

**Celgene International II SARL**, a company duly organized under the laws of Switzerland, having its registered offices at rue de Pré-Jorat 14, 2108 Couvet ("**Celgene**") (together with its Affiliates hereinafter collectively referred to as "**Celgene Group**")

AND

**LYLE**, a Patient Organization having an address at PATIENTFORENINGEN FOR LYMFEEKRAEFT OG LEUKAEMI, BANETOFTEN 26, NÆSTVED (the "**Patient Organization**") appointing Niels JENSEN (the "**Speaker**") to perform the Services.

(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 to perform speaker 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 Speaker, on behalf of the Patient Organization, and the Speaker 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 Speaker shall perform the following services in relation to the meeting entitled Blood Transfusion Multistakeholder round table which will take place on September 26, 2019 in Brussels (the "**Meeting**"):

- (i) Prepare a presentation and submit the presentation to Celgene for review and approval prior to the Meeting;
- (ii) Deliver the presentation during the Meeting;
- (iii) Answer any questions raised during the Meeting

The agenda of the Meeting is attached as Appendix A to this Agreement.

Hereinafter, the "**Services**".

1.2 The Celgene contact during provision of the Services is Emmanuel CHANTELOT.

1.3 If Speaker is unable to perform the Services, Patient Organization will notify Celgene as soon as possible. In such circumstances, Celgene may use the slides prepared by Speaker for the Meeting, and may replace the Speaker for the purpose of the Meeting, provided that Celgene pays the Patient Organization a pro-rated amount of the fees corresponding to the services delivered, and as agreed in writing in the form of an amendment to this Agreement.

#### **2. Compensation**

2.1 As compensation for the Services provided, Celgene will pay Patient Organization one thousand and fifty (1050) Danish Kroner per hour excluding VAT (the "**Service Fee**") for a maximum of eight (8) hours as detailed below:

- Two (2) hours preparation time
- Six (6) hours delivery time

The total Service Fee under this Agreement shall not exceed eight thousand four hundred (8400) Danish Kroner without Celgene's prior written consent, even under a quantum meruit theory. Patient Organization acknowledges that no additional fees shall be due to Speaker (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 Speaker in the performance of the Services limited to:

- Travel to and from the meeting venue:
  - one (1) return business class rail ticket; or



- one (1) return flight in economy class;
- Return airport transfers;
- Taxi transfer(s) and/or public transportation (use of taxis should be reasonable. For longer distances public transportation or Speaker'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 for 1 night.

All such expenses must be pre-approved by Celgene. Where Speaker 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 Speaker 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 Speaker 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 the request for payment for the attention of Accounts Payable and as instructed by Celgene. The invoice or the 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 September 26, 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, 10 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 Speaker 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 Speaker 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 Speaker provides the Services to Celgene in an efficient manner and in accordance with the terms and conditions of this Agreement.
- 6.2 Patient Organization represents and warrants that:
- (i) Patient Organization and Speaker 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 Speaker have obtained all required authorizations, registrations, permits and consents, as applicable, for due performance of the Services under this Agreement;
  - (ii) Patient Organization and Speaker will abide by all applicable laws that apply to the performance of the Services under this Agreement;
  - (iii) Patient Organization and Speaker 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;
  - (iv) All materials Patient Organization and Speaker presents must be (i) compliant with local medical, legal and regulatory standards; (ii) accurate and not misleading; and
  - (v) Patient Organization and the Speaker shall not use copy or use any materials in breach of copyright laws or third party's rights.

**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 Speakers, 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 Speaker.

**8. Sub-contracting and assignment**

Patient Organization shall ensure that Speaker 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 Speaker 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 Speaker 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 Patient Organization shall provide Celgene or Celgene's designee a copy of the relevant material to be used for the Meeting. The copyrights in the presentation prepared for the Meeting belong to Speaker or Patient Organization. Patient Organization hereby grants, or undertakes Speaker to grant, Celgene the worldwide and perpetual right to freely use any and all contents of the presentation, without any additional cost, for any purpose.
- 10.2 Except as necessary in connection with the Services, Patient Organization will not use, and shall ensure that Speaker will not use, copy or disclose Celgene's logo or presentation slides without Celgene's prior written consent.

**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/](http://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 Speaker, 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 Speaker 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 Speaker, 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 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 International II SARL**

**LYLE**

Signature: \_\_\_\_\_

Signature: Rita O. Christensen

Name: \_\_\_\_\_

Name: RITA O. CHRISTENSEN

Title: \_\_\_\_\_

Title: CHAIRWOMAN

Date: \_\_\_\_\_

Date: 23. SEPT. 2019

**For acknowledgment:**

**Niels JENSEN**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX A AGENDA

<b>Blood Transfusion Multi-Stakeholder Round Table</b> <i>Initiated and funded by Celgene</i>	
<p>Thursday 26<sup>th</sup> September, 11.00-17.00  Leopold Brussels EU Hotel, rue du Luxembourg 35, 1050 Brussels</p>	
11.00-11.30	Registration and coffee
Welcome and Introductions	
11.30-11.45	Objectives of the day, tour de table Tamsin Rose, Moderator
11.45-11.50	Why we are hosting this stakeholder roundtable Emmanuel Chantelot, ED, Head of Government Relations & Policy, Worldwide Markets, Celgene
Setting the scene: the blood transfusion landscape in Europe today	
AIM: Map the situation – what does the blood transfusion landscape look like today?	
11.50-12.20	Short presentations by experts on the following topics: <ul style="list-style-type: none"> <li>Facts about blood transfusion</li> <li>Safety and availability of blood transfusion</li> <li>Realities of blood transfusion</li> </ul>
12.20-13.00	Open discussion on major challenges and unmet needs
13.00-13.45	Networking lunch
Exchanging perspectives on ongoing initiatives, trends	
AIM: Share perspectives and experiences on issues identified in the morning session, including on the impact of blood transfusion, and discuss ongoing initiatives to address them	
13.45-14.00	Findings from morning session Tamsin Rose, Moderator
14.00-14.30	Stakeholder insights Speakers will reflect on challenges from the morning session and share insights on ongoing initiatives to address them and what new efforts could be undertaken
14.30-15.40	Open discussion
15.40-16.00	Networking coffee break
Identifying gaps & opportunities	
16.00-16.45	Summary and open discussion on next steps
16.45- 17.00	Conclusions Tamsin Rose, Moderator