



## **AGREEMENT – PATIENT ORGANIZATION**

This Agreement (“**Agreement**”) is entered into between **Takeda Pharma A/S**, “Delta Park 45, DK- 2665 Vallensbæk Strand - Denmark (**Takeda**)”, CVR 16406899 and **LYLE, Patientforeningen for Lymfekræft, Leukæmi og MDS, Banetoften 26, 4700 Næstved, DK, CVR DK31306833** (“**Patient Organization**”), both Takeda and Patient Organization are hereinafter referred to as “**Party**” or “**Parties**”.

(1) Background. Patient Organization is dedicated to represent CLL and lymphoma patients in Denmark and Takeda is highly committed to understand patients’ needs and how they live their lives with suffering from severe diseases such as myeloma and amyloidosis. Therefore, Takeda wishes to retain Patient Organization, and Patient Organization agrees, to undertake the Services (as defined below) pursuant to the terms and conditions of this Agreement. Therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

(2) Services. Patient Organization shall nominate persons (“**Nominated Person**”) and shall procure that the Nominated Person will personally undertake the Services as described herein (hereinafter referred to as the “**Services**”):

- *Takeda Denmark wants to produce a series of podcasts targeted at patients with secondary immunodeficiency. Podcasts will be delivered in collaboration with doctors, patients, and relatives with the aim of informing patients and relatives about illness and treatment. Content about treatment will not be product specific.*
- *Takeda Denmark would like to seek input/consultant assistance for content and participants for podcasts from the LYLE.*
- *Takeda Denmark is preparing a patient-oriented disease awareness website. In this connection, they wish to seek input/consultant assistance from LYLE regarding overall themes around secondary immunodeficiency.*
- *Based on recommended themes, Molecule Consultancy and Takeda Denmark will prepare content and materials for use on the website. It would be possible to seek further input LYLE to ensure the quality of the prepared content.*
- *Meetings will primarily be held on TEAMS in the period from November 2023 to April 2024.*
- *Estimated consultancy hours are 15 hours at a rate 900 DKK per hour*

(3) Implementation of Services. Patient Organization shall comply and shall procure that Nominated Person shall comply with all applicable laws, regulations, industry codes of practice and guidelines (including, without limitation, the codes issued by IFPMA, EFPIA and any corresponding, equivalent or similar national codes (the “**Applicable Laws**”) and perform the Services with best efforts and all due diligence. Patient Organization further agrees to ensure that Nominated Person will follow any instructions reasonably requested by Takeda and/or any of its affiliates, if needed.

(4) Substitution. Patient Organization may appoint a substitute to perform the Services instead of Nominated Person (a “**Substitute**”) in case of death, disability or any other event that would render Nominated Person unable to perform the Services hereunder, provided the Substitute has acknowledged and signed the same terms as that required to be signed by the Nominated Person below.

(5) Compliance. The Nominated Person shall, provide Takeda with a copy of any presentations or materials to be made by the Nominated Person at least 10 days before the relevant meeting in order for Takeda to conduct a review of the materials in line with external requirements and Takeda SOPs/Guidance documents.

(6) Remuneration for Services. Under this Agreement, Patient Organization shall receive compensation in the amount of DKK [13500 DKK] (the “**Remuneration**”), representing fair market value.

(7) Expenses. Unless otherwise agreed by Takeda in advance and in writing, Takeda will, at its costs, arrange for Nominated Person’s flight and hotel accommodation which are required for Nominated Person rendering the Services as well as any further reasonable expenses (e.g. for ground transportation) if approved by Takeda in advance and upon receipt of appropriate documentation.

(8) Invoicing. Patient Organization will invoice the Remuneration, together with the expenses, if applicable, upon completion of the Services. Any valid and undisputed invoices submitted by Patient Organization shall be paid by



Takeda within sixty (60) days after its receipt. Any invoice must include, as a minimum, the information which is set out in Exhibit A.

(9) Taxes. Patient Organization is solely responsible for making all necessary notifications, filings and arrangements with the appropriate authorities in connection with its tax affairs. For the avoidance of doubt, any payments made hereunder shall be exclusive of VAT. VAT shall be additionally payable by Takeda to Patient Organization provided it is properly chargeable by law.

(10) Intellectual Property Rights. Patient Organization acknowledges and agrees and shall procure that Nominated Person agrees that any intellectual property rights in connection with or arising out of the Services as well as copyrights and future copyrights shall belong to Takeda. The Patient Organization also represents and warrants that any potential Intellectual Property Rights in the material used for the Services belongs to the Patient Organisation, the Nominated Person or can be used freely. Nothing herein gives Patient Organization the right to use any company names or any logos of Takeda.

(11) Confidentiality. For the purposes of this Agreement, the term "Confidential Information" shall mean all information pertaining to Takeda disclosed by or on behalf of Takeda, its affiliates, licensees, contractors or other representatives to Patient Organization and/or Nominated Person under this Agreement, whether disclosed before, on or after the Effective Date. Patient Organization shall and shall procure that Nominated Person shall use the Confidential Information solely as required for undertaking the Services (the "Permitted Use") and shall not disclose any Confidential Information without Takeda's prior written consent. The obligations with regard to Confidential Information shall not apply to information which (i) is available to the public through no fault or breach of this Agreement by Patient Organization and/or Nominated Person, (ii) is within Patient Organization's and/or Nominated Person's possession from a source other than Takeda, its affiliates, licensees, contractors or other representatives, without any breach of confidentiality obligation to Takeda, its affiliates or any third party, (iii) was developed by Patient Organization and/or Nominated Person independently from, without reliance on and without reference to Confidential Information, or (iv) is required by law to be released or to be disclosed to a court, administrative agency or tribunal of competent jurisdiction. Patient Organization shall and shall procure Nominated Person shall immediately notify Takeda of Such intended disclosures so that Takeda can seek a protective order or other remedy. Patient Organization shall and shall procure that Nominated Person shall deliver to Takeda, within fifteen (15) days of Takeda's request or otherwise upon termination or expiry of this Agreement, and as instructed by Takeda, all documents covering any and all Confidential Information. This duty of confidentiality shall remain in force for the duration of this Agreement and survive its termination or expiry by a period of a further ten (10) years.

(12) Declarations by the Patient Organization. Whenever the Patient Organizations writes or speaks in public about a matter that is related to Takeda or the contracted Services hereunder, the Patient Organization shall declare that it is providing / has provided paid Services to Takeda.

The Patient Organisation shall make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organisation, as Takeda may require and/or as may be required under the Applicable Laws

(13) Declarations by Takeda. The Patient Organization acknowledges and agrees that Takeda and/or its affiliates shall be entitled to make such declarations in relation to the nature of the contracted Services as well as the annual compensation being paid by Takeda to the Patient Organization for the services rendered within a calendar year on websites, in literature and/or in other company material of Takeda and/or its affiliates, as may be required under the Applicable Laws, and to use the name, logos or trademarks of the Patient Organization in relation to such declarations. Promptly upon request, the Patient Organization shall provide Takeda with any further information as Takeda considers necessary to enable Takeda and/or its affiliates to make such declarations.

(14) Processing of Personal Data of Nominated Person. Subject to Applicable Laws, the Patient Organization shall procure that Nominated Person agrees that any personal data relating to Nominated Person which are provided to Takeda under this Agreement will be collected, stored, used, transferred or otherwise processed by Takeda, its affiliates, and/or service providers, agents, contractors, or other third parties, engaged by Takeda and/or its affiliates to perform services for, or, on its behalf, for administration, statistical analysis, internal evaluation and for other purposes directly connected with the Services. Such collection, storage, use, transfer or any other processing is permitted in and to countries outside the European Economic Area ("EEA").

(15) Relationship of the Parties. The Parties acknowledge and agree that no joint venture, association, partnership or agency partnership is created hereby. Each Party shall be conclusively deemed independent of the other and neither Party shall have any right or authority to bind the other hereto.



(16) No Inducement or Influence. The Parties acknowledge and agree that this Agreement is concluded independently from any business transactions and decisions in relation to the supply or purchase of goods or services from Takeda or its affiliates and that the Remuneration shall not in any way: (i) constitute any inducement to, or reward for, recommending or taking any decisions favourable to any products or services of Takeda or its affiliates; or (ii) have any influence on the content of any materials authored by or on behalf of the Patient Organization.

(17) Term and Termination. This Agreement shall come into force on the Effective Date and shall run until the completion of the Services to Takeda's satisfaction, unless earlier terminated. This Agreement can be terminated by each Party upon ten (10) days' prior written notice.

(18) Assignment and Appointment. Takeda shall be entitled to assign, novate or otherwise transfer the Agreement in whole or in part to any of its affiliates. Takeda shall be further authorized to appoint third parties for fulfilling its obligations, and exercising its rights, under this Agreement. Patient Organization shall not assign, sub-contract, or otherwise deal with this Agreement or any rights and obligations hereunder without the prior written consent of Takeda.

(19) Severability. In the event of the invalidity of any provisions of this Agreement or of this Agreement containing any gaps, the Parties agree that such invalidity or gap shall not affect the validity of the remaining provisions of this Agreement.

(20) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Denmark. The place of non-exclusive jurisdiction shall be Glostrup, provided, however, that Takeda shall, at its sole discretion, be entitled to have recourse to the competent courts of the place of business of Patient Organization.

(21) Amendments. Amendments to this Agreement shall be effective only if made in writing and signed by both Parties.

(22) Entire Agreement. The Parties acknowledge that this Agreement constitutes the entire and complete understanding.

(23) Survival. Any provision, which by its intent or content is meant to have validity beyond expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.



## SIGNATURES

### TAKEDA PHARMA A/S

Date: 15-Nov-2023 | 16:50 CET

DocuSigned by:

*Roland Kurney*

Name: Roland Kurney

Title: Managing Director

Date: 16-Nov-2023 | 00:49 JST

DocuSigned by:

*JH*

Name: Jesper Hanton

Title: BU Director RD

### PATIENT ORGANIZATION

Date: 15-Nov-2023 | 15:19 CET

DocuSigned by:

*Rita O. Christensen*

Name: Rita O. Christensen

Title: Chairman for LYLE



**Exhibit A**  
**Invoice information**

The following information to be included on invoices as applicable:

- Project name & PO
- Full name and address of Patient Organization
- VAT registration number
- Name and contact information of the Takeda individual whom initiated the project
- Appropriate documentation supporting any pre-approved expenses claims
- Date on which the invoice was issued,
- Where value added tax is properly chargeable by Speaker, the amount of VAT and Speaker's VAT invoice details;
- Address and name of bank account to which remuneration and pre-approved expenses are payable;
- SWIFT; IBAN
- All other information and details as may be reasonably requested by Takeda from time to time.

**Takeda's contact person: Anders Pode Milwertz – [anders.pode-milwertz@takeda.com](mailto:anders.pode-milwertz@takeda.com)**



## **Exhibit B**

### **Privacy Notice and Transparency Rules**

Takeda Pharma A/S ("**Takeda**"), being strongly committed to protecting your privacy, will make efforts to protect your Personal Data in accordance with the following Privacy Notice ("**Notice**").

#### **Personal Data Takeda Collects and Source**

In accordance with applicable laws Takeda collects and processes Personal Data about you. The types of Personal Data that Takeda collects and processes about you depends on your relationship with Takeda as well as applicable laws, but may include the following categories of information:

- Basic personal details such as identity and contact information;
- Educational and professional details e.g. qualifications, organizational or institutional affiliations;
- Payment related information, where necessary;
- Information about your interactions, engagements and activities in relation to Takeda.

This information may come directly from you or from public or third-party information sources.

#### **Legal Basis for Processing**

Takeda processes Personal Data based on the following:

- The processing of your Personal Data may be necessary in order to comply with the applicable law, regulations, governmental orders or for the performance of the Agreement. You may not be able to opt-out of this processing, or your choice to opt-out may impact our ability to comply with the Agreement.
- In certain cases Takeda may ask for your consent in order to process your Personal Data. At any time you may withdraw your consent as described in the "How to Reach Us" section. Please note that the withdrawal of consent will not affect processing which has already occurred.

#### **How Takeda Uses the Personal Data**

Takeda and/or its affiliates may process Personal Data about you for administration, statistical analysis, payment, internal evaluation and/or in order to comply with the Agreement.

#### **With Whom Takeda Shares Your Personal Data**

Personal Data about you may be shared by Takeda with its affiliates for the purposes stated above. Takeda and/or its affiliates may engage service providers, agents, contractors or other third parties ("**Third Parties**") to perform services for or on its behalf, including, but not limited to, the Processing of Personal Data about you for the purposes stated above, and, as a result, Takeda and/or its affiliates may share Personal Data about you with such Third Parties. Takeda has executed appropriate contracts with such Third Parties that define the legitimate use or sharing of Personal Data in accordance with this Notice.

Some of Takeda's group companies and/or service providers may be located in countries outside of the European Economic Area ("**EEA**") whose laws may not afford your Personal Data the same level of protection. Takeda will ensure that all adequate safeguards are in place and that all applicable laws and regulations are complied with in connection with such transfers.

#### **How Takeda protects your Personal Data**

Takeda will take reasonable and appropriate physical, administrative and technical safeguards to protect the Personal Data about you from loss, misuse, unauthorized access, disclosure, alteration or destruction.

#### **Your Rights**

Individuals in the EU have certain data subject rights which may be subject to limitations and/or restrictions. These rights include the right to: (i) request access to and rectification or erasure of their Personal Data; (ii) obtain restriction of processing or to object to processing of their Personal Data; and (iii) the right to data portability. If you wish to exercise one of the above mentioned rights, please use the contact information below. Individuals in the EU also have the right to lodge a complaint about the processing of their Personal Data with their local data protection authority.



### **How long Takeda retains the Personal Data**

Personal Data will only be stored as long as necessary for the purposes for which it was collected subject to local laws and regulations and legitimate business needs.

### **How to Reach Us**

You can contact us in order to exercise your rights, make inquiries or submit complaints concerning Takeda's processing of your Personal Data. Takeda will take appropriate steps to address requests, inquiries and complaints. Takeda will respond to such requests within thirty (30) business days.

Contact Details: Takeda Pharmaceuticals International AG, Attn: Data Protection Officer, Legal Department, Thurgauerstrasse 130, CH-8152 Glattpark-Opfikon (Zurich), Switzerland. Email: [dataprivacy@takeda.com](mailto:dataprivacy@takeda.com).

### **Important Information**

The Danish Data Protection Authority (Datatilsynet) is responsible for making sure that privacy law is followed in Denmark. For more information about your privacy rights, or if you are not able to resolve a problem directly with us and wish to make a complaint, contact: Datatilsynet (the Danish Data Protection Agency), Carl Jacobsens Vej 35, DK-2500 Valby, phone: +45 3319 3200, email: [dt@datatilsynet.dk](mailto:dt@datatilsynet.dk), website: [www.datatilsynet.dk](http://www.datatilsynet.dk).