



# Patient Organisation Consultancy/ Speaker Agreement

Takeda partners with patient organisations to allow patients and caregivers to share their experiences of having or caring for patients with certain conditions. This Patient Organisation Consultancy Agreement (**Agreement**) sets out the terms and conditions applicable to the parties' engagement as described below (for the sake of clarity the Key Terms set out below form part of this Agreement). Takeda and the Organisation are hereafter jointly referred to as **Parties** and individually as **Party**. By signing below, the Parties agree to the following terms of this Agreement.

## Parties and Execution



### Takeda

**Legal name:** Takeda Pharma A/S  
*(Takeda, data controller)*  
**Country of registration:** Denmark  
**Company number:** 16406899  
**Registered address:** Delta Park 45, 2665 Vallensbæk Strand, Denmark  
**Other (optional):** *[Insert other information of applicable]*



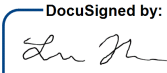
### Organisation

**Legal name:** LyLe – Patientforeningen for Lymfekræft, Leukæmi & MDS  
*(Organisation)*  
**Country of registration:** Denmaerk  
**Registration number (optional):** *[Insert registration number]*  
**Registered address:** Banetoften 26, 4700 Næstved  
**Other (optional):** *[Insert other information of applicable]*



### Signatures

Signed by and on behalf of **Takeda**

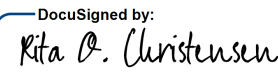
Signature:   
DocuSigned by:  
A0C9674731494D8...

Name: Louise Herbild

Title: Head of Patient, Value & Access

Place: Vallensbaek

Date: 18-Mar-2025 | 13:40 CET

Signature:   
DocuSigned by:  
F92DBD4EBA834E6...

Name: Rita O Christensen

Title: Chairman

Place: Næstved

Date: 19-mar-2025 | 05:17 EDT

Signed by and on behalf of the **Organisation**

Signature:   
Signed by:  
A5A7384FCBBE466...

Name: Charlotte Engel Møller

Title: Medical Compliance & Tender Manager

Place: Vallensbaek

Date: 19-Mar-2025 | 13:10 CET

Signature:

Name:

Title:

Place:

Date:





## Key Terms

### Agreement details

#### Effective date

- ☒ Date of last signature by the Parties
- ☐ *[Insert other specific date]*

#### End date

Wednesday, 26 March 2025

#### Pharmacovigilance email address

AE.DNK@takeda.com

#### Governing law

Denmark

#### Jurisdiction

Glostrup

### Services details

#### Services

- **Nature of the services:** A virtual 2 hour's patient meeting about home treatment carried out at Teams. Discussions in plenum around different questions related to life at home with home treatment.
- **Preparation and presentation(s) time:** 2 hours meeting, no preparation time needed.
- **Topic(s):** Issues around home treatment, how it works for an individual in the everyday life – discussions in a patient group of 7 persons in a virtual setting. The discussions will be about the entire patient journey shifting from being treated at hospital till being treated at home.
- **Title of the event(s):** "Patientmøde om hjemmebehandling"
- **Date and venues:** 26<sup>th</sup> March at 16-18 at virtual Teams meeting

#### Intended Use

If Takeda needs to use recordings, photos and videos related to the services please describe the Intended Use below by selecting one or more answers as appropriate:

(if the meeting is recorded it will be for the use of writing the meeting notes only and if photos it will be for internal use only)

##### Medium

- ☐ N/A
- ☐ Takeda Website
- ☒ Takeda internal use (see above)
- ☐ Social media
- ☐ Other *[Insert]*

##### Territory

- ☐ Worldwide
- ☐ Other *[Insert]*





## Compensation

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DKK 1.200,- (Tax excluded)

## Payment terms

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Takeda will pay all invoices via bank transfer within 60 days of Takeda receiving the invoice. Invoice(s) can be sent:

- ☒ Upon completion of the Services
- ☐ [Other, please insert as relevant: i.e. Upon signature of the Agreement]



## Main Terms

### 1. Obligations

- 1.1 **Services.** The Organisation shall nominate one or more patients or caregivers who will undertake the Services as described in the Key Terms (**Nominated Person**).
- 1.2 **Performance of Services.** The Organisation shall comply and shall ensure that Nominated Person complies 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 (**Applicable Laws**).
- 1.3 **Review of materials.** The Organisation shall submit to Takeda for review and approval any material drafted or used for the purposes of the Services to ensure compliance with Applicable Laws. The Organisation agrees to send such material to Takeda in a reasonable timeline in advance of its use.

### 2. Compensation

- 2.1 **Compensation for Services.** When permissible under Applicable Laws, the Organisation may receive compensation under this Agreement or may wish to not receive any compensation for the Services. If the Parties have agreed on Compensation in Key Terms, Takeda shall pay to the Organisation such Compensation consistent with the Payment Terms.
- 2.2 **Expenses.** Should there be any expenses as part of the Services, Takeda may arrange any travel expenses through its preferred suppliers directly or, will reimburse documented expenses that have been covered directly by the Organisation. Any such expenses must be booked in accordance with Takeda's policies and local requirements which shall be provided to the Organisation on demand.
- 2.3 **Minimum information for payment.** Any request of payment must include details as specified by Takeda including Takeda's tax number as well as information related to the engagement (including the purchase order number and Takeda's contact person for such engagement).

### 3. Transparency

- 3.1 **Disclosure of transfers of value.** Takeda will ensure transparency of any transfer of values made to the Organisation in accordance with Applicable Laws. The Organisation agrees to this disclosure, as the case may be, on Takeda's website or on any other relevant website based on local practice.

### 4. Anti-bribery and independence

- 4.1 **Anti-bribery compliance.** The Parties undertake to comply with any applicable anti-bribery regulations and codes related to anti-bribery and corruption (the "Anti-Bribery Laws"), the Organisation is prohibited from offering or paying directly or indirectly anything of value to a government official or any person, entity or institution covered under the Anti-Bribery Laws in order to: (i) win or retain business for Takeda; (ii) improperly





influence an act or decision that will benefit Takeda, or (iii) gain an improper advantage for Takeda.

- 4.2 **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 Compensation does 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 Organisation.
- 4.3 **No promotion.** Takeda is prohibited by law from promoting or advertising medicines available on prescription to the general public. The Organisation shall procure that the Nominated Person agrees not to do so in the context of the Services.

## 5. Intellectual property, data privacy and external communications

- 5.1 **General.** All information, data and intellectual property rights owned by each Party prior to this Agreement shall remain the property of that Party.
- 5.2 **Intellectual property rights arising from the Services.** The Organisation agrees and shall procure that Nominated Person agrees that any intellectual property rights developed or prepared by the Organisation or by Nominated Person in connection with the Services performed hereunder are assigned to Takeda.
- 5.3 **Personal Data.** To the extent that the Parties collect, use, store or otherwise Process any Personal Data for or on behalf of other Party and/or its affiliates or otherwise for the Services, the Parties shall comply with the requirements set forth in Exhibit 3, attached hereto. The Organisation agrees to provide Nominated Person with the Consent Form and Privacy Notice set forth in Exhibit 2 and to collect Nominated Person's consent. The Organisation shall retain such notice and consent obtained for a minimum of two (2) years after the expiration or termination of this Agreement.
- 5.4 **Photos; videos; recordings.** Where applicable, the Organisation shall ensure through the collection of the Nominated Person's consent (see Exhibit 2) that Nominated Person gives Takeda, any of its affiliates and/or any company or person working for or on behalf of Takeda in connection with the Services, permission to make recordings of Nominated Person for the purposes of or during the performance of the Services, whether such recordings are photographic, audio or video recordings, and whether they are in electronic or in any other format or in any other media. Takeda intends, either itself or through any of its affiliates or third parties working for or on behalf of Takeda in connection with the Services, to use such recordings for the Intended Use as described in Key Terms. The Organisation shall also ensure that Nominated Person gives permission to Takeda, any of its affiliates and/or third parties working for or on behalf of Takeda in connection with the Services, to store, show, play, display, publish or otherwise make available, disclose and to use such recordings for the Intended Use. The Organisation shall further ensure that Nominated Person agrees that any and all image rights and other rights in such recordings will either vest in or be assigned to Takeda.
- 5.5 **Use of Parties' logo and name.** Any external communication (e.g., press release), communication on social media (e.g., social media post), and use of one-Party's logo or name by the other Party shall comply with Applicable Laws and requires prior approval of the other Party

## 6. Confidentiality

- 6.1 **General.** Both Parties agree to keep all information, received from the other Party, confidential. This obligation shall survive the termination or expiration of this Agreement for a period of 5 years.
- 6.2 **Exceptions.** The confidentiality obligations set forth herein shall not apply to information which is:
- a) Needed for the purposes of the Services (including the Intended Use),
  - b) Agreed to be disclosed by the Parties,





- c) In the public domain, and
- d) Required to be disclosed by law or by a court of competent jurisdictions.

## 7. Term and termination

- 7.1 **Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the End Date, unless earlier terminated as permitted herein.
- 7.2 **Termination.** Either Party may terminate this Agreement:
  - a) For any reason upon 30 days' prior written notice without any liability, compensation and or indemnity to the other Party,
  - b) With immediate effect for a material breach of this Agreement including, without limitation, breach of Applicable Laws, by giving written notice to the other Party.

## 8. Other important terms

- 8.1 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with regard to all matters herein.
- 8.2 **Pharmacovigilance.** As part of Takeda's corporate and regulatory responsibilities and to help ensure patient safety, Takeda collects safety information on Takeda products from various sources. Should the Organisation receive safety information related to a Takeda product while providing the Services, the Organisation hereby agrees to immediately upon receipt of such safety information to forward such safety information to their Takeda contact or to the Pharmacovigilance email address mentioned in the Key Terms (**Pharmacovigilance Email Address**).
- 8.3 **Modifications and Amendments.** No amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both Parties.
- 8.4 **Assignment.** The Organisation shall not assign or sub-contract this Agreement without the prior written consent of Takeda.
- 8.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the Governing Law and any disputes arising from it will be settled exclusively by the courts of the Jurisdiction (see Key Terms).
- 8.6 **Electronic signature.** The Parties agree that the Agreement may be signed electronically and acknowledge that it has the same probative value as a paper writing, in accordance with Applicable Laws.





## Exhibit 1: Local Country Exhibit

In the event of any conflict or inconsistency between the main terms of this Agreement and this Local Country Exhibit, the terms of this Local Country Exhibit shall prevail.

**Applicable Laws** include – but are not limited to – all relevant national laws, regulations, guidelines as well as industry codes including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent, or similar national codes such as the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (the “Promotion Code”) and the Danish Ethical Rules for Collaboration between Patient Groups, etc. and the Pharmaceutical Industry (the “Patient Organisation Code”), Ethical rules for the pharmaceutical industry’s donations and grants (the “Donation code”) and any other ENLI codes as applicable.

### Disclosure of transfers of value.

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Organisation must publish the Compensation received from Takeda (inclusive the amount) on their homepage no later than one month after receipt of the Compensation and keep the information on their website for at least two years.





## Exhibit 2: Consent Form & Release and Privacy Notice for Nominated Person

Takeda is strongly committed to protecting your privacy, and we will make efforts to protect your personal data in accordance with this Privacy Notice (**Privacy Notice**).

### 1. Data controller of your personal data

The data controller responsible of your personal data for the purposes of the data processing activities described in this Privacy notice is the Takeda entity party to the agreement Takeda has entered into with the patient organisation you are a member of.

### 2. Personal data Takeda collects

Takeda collects and processes your personal data in accordance with Applicable Laws. These personal data may include the following information:

- basic personal details such as identity and contact information (e.g.; name; surname; email address),
- relevant demographic information (e.g.; age; marital status; gender),
- your testimonial which includes information about your patient journey and your health information including disease and treatment status, and
- any and all images of you in all forms and media that Takeda has taken or obtained or will take or obtain.

### 3. On which legal basis does Takeda process your personal data and for which purposes

Takeda may process your personal data based on the following legal basis:

- based on your consent to use any information related to your patient and/or caregiver journey (including your health condition if any),
- based on Takeda's legitim interest to manage the engagement covered by the Agreement entered into with the patient organisation you are a member of, or
- to meet Takeda's legal obligations (e.g.; for pharmacovigilance purposes).

### 4. How Takeda uses your personal data

Takeda processes personal data about you only as required for this engagement. Takeda may however use data obtained from you to create de-identified, aggregated data. "Aggregated data" is consolidated data relating to multiple patients, and therefore cannot be traced back to a specific patient. Takeda may use this de-identified data for purposes which are not directly connected to the engagement, such as to improve its products and services.

### 5. With whom Takeda shares your personal data

Personal data about you may be shared by Takeda with companies that are part of the Takeda group of companies.

When it is required in connection with this Agreement, Takeda may share personal data about you with third parties who provide services to Takeda or perform certain activities on our behalf, other business and licensing partners, and/or regulatory agencies and health authorities. In such cases, Takeda will require these third parties to protect the confidentiality and security of the personal data that is shared with them. These third parties will be required to agree that they will not use or disclose personal data about you except as necessary to provide services to us or perform services on our behalf, or as necessary to comply with Applicable Laws or regulations.

Some companies in the Takeda group and/or service providers may be located in countries outside of the European Economic Area (EEA), where laws may not give your personal data the same level of protection. In such cases, Takeda will ensure that all adequate safeguards are in place and that the transfer of your personal data complies with all Applicable Laws and regulations. In certain cases, Takeda undertakes to enter into contractual agreements (e.g., European Union Standard Contractual Clauses), or relies on other available data transfer mechanisms that aim to provide adequate protections.





## **6. How Takeda protects your Personal data**

Takeda maintains reasonable physical, administrative and technical safeguards to maintain confidentiality and protect all personal data about you from loss, misuse, unauthorized access, disclosure, alteration or destruction.

## **7. How long does Takeda retain your personal data**

Your 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.

## **8. Your rights in relation to your data and how to contact Takeda**

You have the right to request access to, rectification or erasure of, your personal data or to restrict its processing. Where our use of personal data is based on your consent you also have the right to withdraw your consent at any time. You understand and agree that revocation of this release will not apply to personal data already used or disclosed for the Activities in reliance upon this Release. To exercise these or any other rights (such as objection or portability) which may be available to you, please contact us through our Privacy Rights Request webform at: <https://www.takeda.com/individualrights>.

If the form is not available in a language you would like to communicate, or you have other queries or requests you may always contact Takeda's Data Protection Officer at: [privacyoffice@takeda.com](mailto:privacyoffice@takeda.com).

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, please contact the relevant data protection authority that is responsible for making sure that privacy laws are followed in your country of residence.

For more detailed information on how Takeda processes your personal data and your privacy rights please see <https://www.takeda.com/privacy-notice>.





Nominated Person’s Consent Form & Release

I declare that I have read the above, fully understand its meaning and effect, and agree to be bound by it. I hereby consent to the use of my images in connection with the consultancy/speaker services provided by my patient organization and Takeda, its affiliates, or third parties working on behalf of Takeda. I understand that my images may be used in photographic, audio, or video recordings, and may be in electronic or any other format or media. I understand that the purpose of the use of my images is for the Intended Use as described in the Key Terms of the consultancy/speaker agreement between Takeda and my patient organisation. In addition, I confirm that I am at least 18 years of age and if not, my parents and/or legal guardians have signed on my behalf below.

Signed: 

DocuSigned by:

Rita O. Christensen

F92DBD4EBA834E6

 Date: 19-mar-2025 | 05:17 EDT

Print Name: Rita O Christensen

Parent or Legal Guardian Signature (if applicable): Date:

Print Name Parent / Legal Guardian (if applicable):





### Exhibit 3: Data Protection Addendum

The following terms reflect the agreements made between the Parties, both acting as Data Controllers, to facilitate the processing and sharing of Personal Data. The terms define the data protection principles that the Parties shall adhere to and the responsibilities of the Parties to each other. In the event of a conflict between this Exhibit 3 and the Agreement, the terms and definitions of this Exhibit 3 shall prevail.

#### 1. Definitions.

For purposes of this Exhibit, the following terms shall have the following meanings:

- **Data Protection Laws** means all applicable laws in relation to data protection, privacy, interception and monitoring of communications, or requirements relating to the Processing of Personal Data of any kind.
- **Data Controller** means the natural or legal person which, alone or jointly with others determines the purposes and means of the Processing of Personal Data.
- **Personal Data** shall mean any information relating to an identified or identifiable natural person (**Data Subject**); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.
- **Process** or **Processing** shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- **Security Incident Affecting Personal Data** means any actual or reasonably suspected accidental, unlawful or unauthorised loss, destruction, alteration, access, use, disclosure of, damage or corruption to Personal Data Processed under this Agreement.

2. **Warranties.** The Organisation and Takeda shall each, at all times, comply with their respective obligations under all applicable Data Protection Laws in connection with the subject matter of this Agreement. Both Parties shall implement all reasonable technical and organisational security measures to protect data from loss, misuse, unauthorised access, disclosure, alteration, or destruction. The party receiving the Personal Data from the other party shall not retain or process Personal Data for longer than necessary to fulfil the agreed purpose described above.
3. **Data security breaches and reporting.** In case of a Security Incident Affecting Personal Data shared between the Parties, the responsible party shall comply with applicable Data Protection Laws regarding potential notification of the incident/breach to the relevant data protection authority and/or the Data Subjects as applicable. The Parties agree to inform and collaborate with each other in the investigation, remediation and disclosure of such incidents as may be required. To the extent the Organisation suffers a suspected or confirmed Security Incident Affecting Personal Data that (1) has an impact on the services provided under this Agreement or (2) relates to Personal Data under this Agreement, the Organisation shall promptly notify Takeda about such Security Incident.
4. **Mutual assistance.** The Organisation shall promptly provide the other Party with reasonable assistance in complying with any data subject rights request.
5. **International data transfers.** The Organisation must not transfer Personal Data received from Takeda outside the UK, EEA, or Switzerland unless (i) it is to a country with adequate protection per Data Protection Laws, (ii) appropriate safeguards or binding corporate rules are in place, (iii) the Organisation complies with Data Protection Laws by ensuring adequate data protection, or (iv) a specific derogation in Data Protection Laws applies.
6. **Indemnities.** Both Parties shall indemnify, defend, and hold each other harmless from and against any and all liabilities, claims, losses, suits, judgments, and reasonable legal fees arising from any breach, negligent act, error or omission of relevant data protection obligations under this Agreement by the other party, its staff or subcontractors.