



• Dermatology
beyond the skin

COLLABORATION AGREEMENT (PATIENT ORGANIZATIONS) CONSULTANCY SERVICES

between

Atopisk Eksem Forening (AEF)

and

LEO PHARMA A/S

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THIS AGREEMENT ("Agreement") is made and entered into by and between:

- (1) **LEO Pharma A/S**, a company organized and existing under the laws of Denmark and having its registered office at Industriparken 55, 2750 Ballerup, Denmark, with its company registration no. 56759514 ("**LEO Pharma**"), and
 - (2) **Atopisk Eksem Forening (AEF)**, an organization organized and existing under the laws of Denmark and having its registered office at c/o Susse Stannum, Amsterdamhusene 32, 1, 3600 Frederikssund ("**Patient Organization**"),
- hereinafter individually referred to as "**Party**" and collectively as "**Parties**",

WHEREAS:

- (A) LEO Pharma is a research-based pharmaceutical company that develops, manufactures and markets pharmaceutical products to patients within dermatology and thrombosis.
- (B) The Patient Organization is an organization working with improving the conditions for people afflicted by Atopic Eczema.
- (C) LEO Pharma wishes to engage the Patient Organization to provide services to speak at an internal educational meeting at LEO Pharma ("**Services**") and the Patient Organization wishes to provide such Services to LEO Pharma.

NOW THEREFORE, the Parties have agreed as follows:

1 PURPOSE

- 1.1 The purpose of this Agreement is to describe the terms and conditions for the collaboration between the Parties in connection with Services to be provided to LEO Pharma and its Affiliates by the Patient Organization. For the purpose of this Agreement "**Affiliate**" is defined as any company, corporation, firm, partnership or other entity controlling or controlled by LEO Pharma.

2 THE SERVICES

- 2.1 The Patient Organization, represented by Anne Skov Vastrup, will educate LEO employees in atopic eczema from the patient perspective at the meeting described below (the "**Meeting**").

Meeting Details

Title:	GRAMMY 2020 – Global Regulatory Affairs annual meeting
Date:	28 th January 2020
Time:	9.00 – 10.00
Location:	Marienlyst Badehotel, Ndr. Strandvej 2, 3000 Helsingør
Topic(s)	Understanding the AD patient: Presentation by and interview with Chairman of the Danish Atopic Eczema Foundation, Anne Skov Vastrup
Duration of presentation:	09.00-10.00, 1 hour
Expected audience:	LEO employees

- 2.2 The Patient Organization represents and warrants to comply with any and all applicable laws, rules, regulations, government regulatory requirements and guidelines in force from time to time in connection with the Services.
- 2.3 The Patient Organization acknowledges that LEO Pharma has committed to comply with a number of national and international industry ethical codes including but not limited to:
- the International Federation of Pharmaceutical Manufactures and Associations Code of Practice (the **IFPMA Code**);
 - the European Federation of Pharmaceutical Industries and Associations (EFPIA) Code on the Promotion of Prescription-Only Medicines to and Interaction with Healthcare Professionals (the **EFPIA HCP Code**);
 - the EFPIA Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations (the **EFPIA HCP/HCO Disclosure Code**);
 - the EFPIA Code of Practice on Relationships between the Pharmaceutical industry and Patient Organisations;
 - the Danish Ethical Committee for the Pharmaceutical Industry (ENLI) Code of Practice on Promotion etc., of Medicinal Products aimed at Healthcare Professionals;
 - the ENLI Ethical Rules for Collaboration between Patient Organizations, etc., and the Pharmaceutical Industry;
 - the ENLI Ethical Rules for Negotiations with Decision-makers (Lobbying Code);

The Patient Organization therefore undertakes to comply with these ethical codes to the extent they would apply to LEO Pharma in connection with the Services.

- 2.4 The Patient Organization and its representatives shall at all times conform to the LEO Pharma Third Party Compliance Code as set out from time to time at www.leo-pharma.com/thirdparty ("**Compliance Code**"). Upon request, the Patient Organization shall provide information on its level of compliance with the Compliance Code so that LEO Pharma can assess whether the Patient Organization actually complies with the Compliance Code, or not. The Patient Organization shall at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity.
- 2.5 To the extent required, the Patient Organization shall be responsible for obtaining and maintaining all consents and permissions necessary for the performance of the Services.
- 2.6 Contact persons in matters related to this Agreement:

LEO: Søren Holm, Patient Research Specialist, Patient Engagement
Telephone: +45 31 21 74 29
Email: hyqdk@leo-pharma.com

From the Patient Organization: Anne Skov Vastrup
Email info@atopiskeksemlforening.dk

3 REMUNERATION

- 3.1 (**Fees**) The fees for the Services and the rights assigned to LEO Pharma and/or its Affiliates under this agreement shall be 4.800 DKK as detailed below, which is representative of the fair market value for such Services, including but not limited to all preparatory work, travel time, meeting time, materials, results, deliverables etc. for all representatives.

Hourly fee:	DKK 1200
Hours of work including preparation:	Hours of speaker activity: 1 hour Hours of preparation: 3 hours
Total Fees:	DKK 4,800

The Fees payable are exclusive of VAT and any other local taxes. The Patient Organization shall not be entitled to any additional payments unless agreed upon between the Parties in writing. LEO Pharma shall be contacted immediately if the Patient Organization estimates that more hours than agreed are required to perform the Services.

- 3.2 **(Invoices)** The Patient Organization shall send invoices no later than sixty (60) days after the Services have been performed. The Patient Organization shall issue invoice(s) to LEO Pharma A/S, Att.: Ida Simmonds, Industriparken 55, 2750 Ballerup, Denmark. Invoices and expense receipts should be sent as a PDF file to ISSDK@leo-pharma.com, marked "GRAMMY 2020 – Global Regulatory Affairs annual meeting" in the subject line in order to receive payment and reimbursement.

The invoice shall include following information:

- LEO Pharma A/S VAT no: DK 56759514
- Name and address of the Patient Organization
- Invoice number and date
- Specification of the Services and time spent
- Invoice currency
- Bank details
- Patient Organization VAT number (EU countries) if applicable
- If the Services are subject to VAT or any other local taxes, any mandatory data in accordance with the provisions of the applicable VAT or tax laws.

Payment terms are date of invoice plus thirty (30) days.

- 3.3 **(Travel and accommodation)** LEO Pharma will reimburse the below reasonable and customary expenses actually incurred by the Patient Organization in connection with the performance of the Services as long as:

(a) the Patient Organization provides adequate documentation for these expenses; (b) the expenses comply with LEO Pharma travel policy and requirements by national codes in the country of the Patient Organization; and (c) LEO Pharma has authorised such expenses in advance. LEO Pharma reserves the right to audit the expenses claimed by the Patient Organization at any time during the term of this Agreement.

The following reasonable and documented travel and accommodation costs shall be covered by LEO Pharma:

Reasonable ground transportation	Taxi and public transport in connection with Services under this Agreement
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The Parties represent and warrant that neither this Agreement nor any amount paid or reimbursed by or on behalf of LEO Pharma is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to recommend, arrange for, induce or reward the referral of patients, the purchase, lease or order of any product or service or the promotion of the interest of LEO Pharma.

4 INTERACTION WITH HEALTHCARE PROFESSIONALS (“HCPS”), HEALTHCARE ORGANIZATIONS (“HCOS”) AND THE GENERAL PUBLIC

- 4.1 The Patient Organization shall not interact with or make any payments or other transfers of value to HCPs or HCOs directly or indirectly in connection with the Service.
- 4.2 The Patient Organization shall not interact with members of the general public on behalf of LEO Pharma in connection with the Services.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Any and all information of any kind provided and/or disclosed by or on behalf of LEO Pharma in connection with the Services (“**LEO Pharma Information**”) is the exclusive property of LEO Pharma and nothing in this Agreement shall be construed as granting the Patient Organization any license or proprietary right with respect to LEO Pharma Information.
- 5.2 Any and all results including, but not limited to reports, documents and any other work product as well as all intellectual property rights, inventions (whether patentable or not) and know-how generated and/or resulting from the Services (“**Results**”), shall be the exclusive property of LEO Pharma, who shall be entitled to use Results without any restrictions. Nothing in this Agreement shall be construed as granting to the Patient Organization any license or proprietary right hereto.

6 CONFIDENTIALITY

- 6.1 Any and all Results, LEO Pharma Information and other business information or materials (whether or not patentable) of LEO Pharma, its Affiliates or a third party, whether in written, graphical, electronic or oral form or in any other medium disclosed to, communicated to, learned of or otherwise acquired by the Patient Organization under this Agreement except for information which Patient Organization is able to prove is already lawfully in its possession prior to disclosure under this Agreement or is or becomes public knowledge through no fault of the Patient Organization shall be considered as confidential information (“**Confidential Information**”).
- 6.2 The Patient Organization shall use the Confidential Information solely in connection with the Services and shall not disclose or exploit, whether directly or indirectly, any Confidential Information for its own benefit or the benefit of any third party (person or entity).
- 6.3 The Patient Organization shall maintain the Confidential Information in confidence for a period of five (5) years from the date of disclosure, and shall upon termination or expiry of this Agreement, if requested by LEO Pharma, promptly return, delete or destroy (at the discretion of LEO Pharma) all Confidential Information in its possession, including all copies, reproductions and summaries thereof.

7 TRANSPARENCY AND DISCLOSURE

- 7.1 LEO Pharma must annually publish a list on its website of the Patient Organizations LEO Pharma have engaged to provide paid-for services. The Patient Organization consents to disclosure of information on such list about this

Agreement, including a description of the services and any payments made by LEO Pharma under the Agreement as well as disclosure of the total amount LEO Pharma has paid to the Patient Organization during the year.

- 7.2 LEO Pharma encourages the Patient Organization to declare that it has provided paid services to LEO Pharma whenever the Patient Organization communicates in public on any matter that is related to the Services or any other issue related to LEO Pharma.

8 USE OF THE PATIENT ORGANIZATION'S LOGO

- 8.1 The Patient Organization agrees that LEO Pharma may use the Patient Organization's logo or name, and make use of collaboration with the Patient Organization, as follows: On internal pages and networks.

9 INDEPENDENCE AND CONFLICT OF INTEREST

- 9.1 The Parties declare by signing this Agreement that the Patient Organization shall be free to collaborate with other pharmaceutical companies and that LEO Pharma shall be free to collaborate with other Patient Organizations. The Parties further state that their collaboration shall not involve exclusive rights with respect to specific product or therapeutic areas or do not include any obligation or inducement to recommend a particular medicinal product.
- 9.2 LEO Pharma agrees by signing this Agreement not to impose conditions for the Patient Organization's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on the Patient Organization to recommend or in any other way promote the interest of LEO Pharma.

10 TERM AND TERMINATION

- 10.1 This Agreement shall come into force on the day of the last signature to the Agreement and shall unless terminated earlier, remain in force until the Services have been completed, at which date the Agreement shall be terminated automatically.
- 10.2 If the Patient Organization breaches any of its obligations under this Agreement, LEO Pharma may terminate the Agreement with immediate effect and be entitled to seek other legal redress in Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.

11 DATA PROTECTION

- 11.1 The Parties undertakes at all times to comply with all applicable laws and regulations applicable to the processing of personal data and data protection.

12 LAW AND VENUE

- 12.1 This Agreement shall be governed by the laws of Denmark without regard to the conflict of laws provisions.

12.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. Each Party shall appoint one arbitrator, and the Danish Institute of Arbitration shall appoint the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) business days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark and the arbitration shall be conducted in English.

13 SIGNATURES

13.1 The Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that the execution of this Agreement by standard industry signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures. Any amendments of the Agreement shall be in writing and signed by authorized representatives of the Parties.

LEO Pharma A/S

Atopisk Eksem Forening

Date:

Date: 24 January 2020

Name:

Anne Skov Vastrop

Name: ANNE SKOV VASTROP

Title:

Title: CHAIR PERSON