



Polaris HIP ID: 2024-17512-11590

PATIENT CONSULTANCY AGREEMENT

This Services Agreement (“Agreement”) entered into as of 09 September 2024 (the “Effective Date”) sets forth the terms and conditions under which Ms. Benthe Bertelsen, with address at Hvidovre Allé 39, 2650 Hvidovre, Denmark (hereinafter “Patient Consultant”), shall provide consulting services as described below to Ferring Pharmaceuticals A/S, Amager Strandvej 405, 2770 Kastrup, Denmark (hereinafter “Ferring”).

Each of Ferring and Patient Consultant are hereinafter referred to as a “Party” or collectively the “Parties”.

WHEREAS

- Ferring is a pharmaceutical company active in the field of research and development of pharmaceuticals and medical products, amongst others in the field of Gastroenterology;
- The Consultant is a patient, who has expertise and experience in the field of Gastroenterology as individual patient;
- Ferring wishes to engage the services of the Patient Consultant to provide the services and the Patient Consultant wishes to provide such services. The services are provided for the purpose of supporting healthcare by, in a one-hour interview between Safety employees and 2 patients, sharing their patient history, daily life, how the treatment affects their daily life, and the importance/their considerations that their treatment is safe.

The interview is to take place during the Global Safety Departmental Day on Sept 11, 2024 (“the Project”);

- It is explicitly stated that Ferring will respect the mission, autonomy and independence of the Patient Consultant and does not seek to exert any improper influence on her objectives, activities or decisions.

AGREEMENT

The Parties agree as follows:

1. **SERVICES:** The Patient Consultant shall assist Ferring in relation to Crohn’s interviews on Safety Day in Gastroenterology (hereinafter the “Services”). The Services as set out in **Appendix 1**.
Patient Consultant will perform the Services in a timely manner, with reasonable skill and care and in accordance with all applicable laws and regulations and industry guidelines, together with such requirements as Ferring may from time to time reasonably impose.
Affiliates of Ferring shall be entitled to use the Services (and the outcome of such Services) to the same extent as Ferring.
2. **FEES:** The fees for Services shall be as stated in **Appendix 1**. Ferring shall reimburse Patient Consultant for reasonable minor expenses directly incurred in connection with the Services. These

expenses may include, inter alia, ground transportation. Other expenses, such as airfare, accommodation and registration to congresses will be procured directly by Ferring.

The Parties agree that the Fees to be paid by Ferring are an appropriate compensation for the Services and time commitment of the Patient Consultant and it has not been determined in a manner which considers the volume or value of referrals or business, if any, that may otherwise be generated between Ferring and Patient Consultant. Patient Consultant is under no obligation to refer, solicit or attempt to generate business in any way, including but not limited to the referral of patients for any Ferring business.

Payments due to Patient Consultant under this Agreement will be made within sixty (60) days after receipt of properly itemized undisputed invoices. Such invoices shall be accompanied by a detailed time record documenting the time expended by Patient Consultant in the performance of the Services and documentation for any permissible expenses incurred in connection with the performance of the Services. Refer to **Appendix 3**.

Invoices for the Services performed pursuant to this Agreement must reference this Agreement, the relevant purchase order number, be in the currency stated on the purchase order, and be addressed electronically to the invoice submission mailbox specified on the purchase order. The invoice header should contain the correct Ferring entity as shown on the purchase order. Where applicable, Ferring's VAT Registration Number should be mentioned on all invoices addressed to Ferring. Patient Consultant's complete and accurate banking details must be included on all invoices submitted to Ferring (including QR reference codes, if applicable). Any query related to an invoice or a payment must be addressed to the payables query mailbox specified on the purchase order. Prior to performing the Services under this Agreement, Patient Consultant shall complete all documentation and submit the information required for Ferring to register Patient Consultant into Ferring's electronic invoicing, payment and purchasing systems in order for Ferring to make applicable payments.

For the avoidance of doubt, the fees for Services shall be considered as gross amounts. Patient Consultant will be responsible for all tax obligations that may apply to Patient Consultant in relation to this Agreement. Ferring shall pay applicable VAT charges on payments to Patient Consultant.

3. TERM:

- 3.1. This Agreement shall remain in effect as agreed by the Parties in the timeline in **Appendix 1** but not exceeding one year from the Effective Date, unless (i) terminated earlier in accordance with this Agreement or (ii) extended by a written agreement of both Parties.
- 3.2. Ferring or Patient Consultant will be entitled to terminate the Agreement for convenience by giving written notice of thirty (30) days to the other Party.
- 3.3. Ferring will be entitled to terminate the Agreement with immediate effect by giving written notice in case article 5.5. or 5.6. becomes applicable.

4. CONFIDENTIALITY:

- 4.1. Patient Consultant will not disclose or use, at any time during or subsequent to the Agreement any information of Ferring, its Affiliates or their commercial partners created, exchanged or acquired in the course of performing the Services hereunder including without limitation information about inventions, (whether patentable or not) products (whether in the research, development or commercialization phase), prototypes, processes, methods, techniques, formulas, compositions, compounds, projects, development plans, research, data, clinical data, financial data, regulatory data, investor relations, potential investors, financing arrangements, employees data, computer programs, customer and supplier lists or such organizations or individuals, research, commercial or other activities ("Confidential

Information”), except as required for Patient Consultant’s performance of the Services pursuant to this Agreement, as required by a governmental or judicial authority or upon obtaining Ferring’s prior written approval.

4.2. Both Parties agree to make reasonable efforts to mark their documents and data as Confidential. Any disclosure of Confidential Information requires the prior written consent of the other Party, except for additional persons specified in **Appendix 1** and the receiving Party needs to ensure these persons respect the confidentiality rules of this Agreement.

At Ferring’s request Patient Consultant shall return or destroy all Confidential Information (including copies).

4.3. Patient Consultant’s obligation of confidence and limitation hereunder shall not apply to information which Patient Consultant can demonstrate:

- (a) is or becomes generally available to the public otherwise than by reason of breach by Patient Consultant of the provisions of this Agreement;
- (b) is known to Patient Consultant and is at Patient Consultant’s free disposal having been generated independently by Patient Consultant or a third party, in circumstances where it has not been derived directly or indirectly from Ferring, if documentary evidence of such knowledge is furnished by Patient Consultant to Ferring within thirty (30) days of receipt of request for such proof;
- (c) is subsequently disclosed to Patient Consultant without obligation of confidence by a third party owing no such obligations to Ferring in respect of that information;
- (d) is required by law to be disclosed and prompt notice of this requirement has been given to Ferring so that it may, if so advised, seek appropriate relief to prevent or limit such disclosure provided always that any disclosure shall be only to the extent so required and subject to prior consultation with Ferring with a view to agreeing timing and content of such disclosure.

4.4. Patient Consultant agrees, in addition, not to make any statement on Ferring’s behalf or concerning Ferring or this Agreement to the press, media, investors, brokers, banks, financial analysts and/or any other person without the prior approval of Ferring, subject to the Clause “Presentations”.

5. **INDEPENDENCE & CONFLICTS OF INTEREST**

5.1. **NO EMPLOYMENT:** This Agreement does not create any employment, agency or joint venture between the Parties. Patient Consultant shall exercise its activities under this Agreement as an independent collaborator.

5.2. **DISCLOSURE TO EMPLOYER:** Patient Consultant confirms this Agreement is made in his/her private capacity and does not conflict with any regulations or policies of his/her employer and that if required, Patient Consultant has obtained any necessary employer authorizations or approvals to enter in this Agreement.

5.3. **INDEPENDENCY:** Parties confirm:

- (a) this Agreement is concluded independently from any business transactions/decisions in relation with the purchase of services or products from Ferring.
- (b) the Service Fees shall never constitute an inducement to or reward for recommending or taking a favorable decision to any products or services of Ferring, or its Affiliates, or have any influence on the integrity of the content of materials created under this Agreement.

- 5.4. **NO PROMOTION OF FERRING PRODUCTS:** Patient Consultant understands that the provision of the Services is non-promotional, *i.e.* not in any manner associated with Ferring products or brands, and Patient Consultant will not mention Ferring products when providing the Services.
- 5.5. **NO HEALTH CARE PROFESSIONAL STATUS:** Patient Consultant represents and warrants to Ferring that he/she is not a health care professional within the meaning of applicable law and regulation. Should the status of Patient Consultant change during the duration of this Agreement to become a health care professional or employed by a health care professional, Patient Consultant agrees that he/she will inform Ferring in writing promptly.
- 5.6. **NO DECISION-MAKER STATUS:** Patient Consultant represents and warrants to Ferring that he/she is not in a position to influence purchasing decisions of a government entity or healthcare organization, including but not limited to tenders or decisions of formulary committees. Should the status of Patient Consultant change during the duration of this Agreement to become such a decision-maker, Patient Consultant agrees that he/she will inform Ferring in writing promptly.
- 5.7. **NO CONFLICTS:** Patient Consultant confirms that this Agreement and Patient Consultant's engagement and responsibilities hereunder are not in conflict with any regulations, policies or other duties or business engagements of Patient Consultant.
- 5.8. **TRANSPARENCY:** In case Patient Consultant is speaking, writing or acting in public or on public media concerning the Project as set out in **Appendix 1**, he/she must declare the collaboration with Ferring whenever such disclosure is required as per applicable laws and/or industry codes or as deemed appropriate by both Parties. Refer to **Appendix 3**.
6. **DOCUMENTS & FERRING PROPERTY:** All documents, data and other records obtained from or created by Ferring or created by Patient Consultant as a result of the Agreement will be and remain the property of Ferring. For the avoidance of doubt, these documents, data and other records shall include any audio or video recordings of Patient Consultant. Such documents, data and other records must be kept safely and securely and must be promptly returned by the Patient Consultant to Ferring upon expiry or termination of the Agreement.
- In connection with the Services, Ferring may provide Patient Consultant with equipment, materials, documents, data, records, raw materials, drug, medical device, clinical materials, or other tangible property (collectively, "Ferring Property"). Ferring shall retain exclusive ownership of Ferring Property. Ferring hereby grants Patient Consultant the right to use the Ferring Property solely for the purpose of performing the Services as specified herein and for no other purpose. Nothing in this Agreement shall be construed as granting or conferring any rights by express or implied license or otherwise to Patient Consultant in Ferring Property other than the rights expressly set forth herein. Patient Consultant shall keep such Ferring Property safely and securely. Upon the completion of the Services, Patient Consultant shall return and/or destroy (as indicated by Ferring) the Ferring Property.
7. **ADVERSE EVENT & SAFETY REPORTING:** In the event that Patient Consultant receives Adverse Event or other Safety related information relating to a Ferring product, Patient Consultant shall report such Adverse Event or Safety information to Ferring, within 1 business day of receipt, using the following email address: safety.mailbox@ferring.com.
8. **PUBLICATION:** Patient Consultant may not make any publications or make any presentations relating to the Services provided to Ferring hereunder or in any way related to the subject matter of

this Agreement or referring to data, information or materials generated as part of the Services without the prior written consent of Ferring.

9. **AUDIO & VIDEO RECORDINGS:** Patient Consultant hereby authorizes Ferring to record Patient Consultant's opinions expressed in performing the Services and authorizes Ferring to share the resulting recordings with HCPs and/or Ferring employees or in the public domain for educational or promotional purposes. Such recording shall be the property of Ferring in line with Section "Documents & Ferring Property" above.

10. **PRESENTATIONS:** If the Services hereunder include the presentation of information at medical congresses, symposia, or other forums, Patient Consultant agrees that such presentations will be solely for educational purposes, will be objectively presented, and will not promote Ferring products.

11. **DATA PROTECTION:** Ferring will store and process personal data relating to the Patient Consultant (if a natural person) to conduct its business operations, meet its statutory and voluntary obligations under law and industry codes, and for the performance of this Agreement. In particular, Ferring may share the Patient Consultant's image and voice as recorded via video and opinions contained therein date with healthcare professionals and to Ferring employees for conducting its business operations (e.g., medical information and promotion of medicinal products). In this regard, Patient Consultant represents that he/she has reviewed the privacy notice included in **Appendix 2**.

Further, the Parties agree that no processing or exchange of personal data will be taking place under this Agreement beyond that provided in this Section. The Patient Consultant is obliged to inform Ferring in writing without any delay in case the Patient Consultant collects, handles, stores or in any other way processes personal data related to the performance of the Services under this Agreement.

12. **LIMITATION OF LIABILITY & INDEMNIFICATION:** In no event shall either Party be liable or responsible to the other Party under this Agreement for any special, indirect, incidental or consequential loss or damage of any nature whatsoever, including without limitation, any actual or anticipated profits, loss of time, inconvenience, commercial loss or any other similar damages with the exception of the breach of Clause "Confidentiality" and "Inventions & Discoveries" above.

Each Party ("the Indemnifying Party") shall indemnify and hold harmless the other Party, its Affiliates, officers, servants or agents or any third party engaged by a Party for the performance of any part of the Services or of its obligations hereunder ("the Indemnified Parties") from any claim brought by any third party (including any governmental or regulatory body) against any of the Indemnified Parties alleging loss, expense, fines, and liability or infringement of any third party's intellectual property rights, including reasonable attorney's fees and where arising from or in connection with the Indemnifying Party's, (its employees, officers, servants, agents, consultants or advisors or any third party engaged by a Party for the performance of any part of the Services or of its obligations hereunder) performance of the Services pursuant to this Agreement (a "Claim") save where a Claim is directly or indirectly attributable to the negligence or willful misconduct of any of the Indemnified Parties.

13. **WARRANTIES:** The Patient Consultant represents and warrants to Ferring:

- (a) that the Services performed by Patient Consultant hereunder will be consistent with the applicable standards of conduct.
- (b) that Patient Consultant is not under investigation by any governmental or equivalent authority for any violation of law.

- (c) that Patient Consultant (including its Affiliates and representatives) will not engage in any activity that is prohibited by any applicable anti-corruption or anti-kick-back legislation. This includes not engaging in any kind of bribery, kickbacks, payoffs or any other business practices that would potentially qualify as corrupt. Patient Consultant shall be responsible and liable for ensuring compliance by its representatives of the provisions of the above-mentioned legislation.

Patient Consultant will at any time confirm in writing that it has complied with its undertakings under previous paragraph and will provide any information reasonably requested by Ferring in support of such compliance.

- 14. **FORCE MAJEURE:** Any omission, delay or failure of performance of any provision of this Agreement owing to or occasioned by, directly or indirectly, any governmental order or restriction, war, threat of war, hostility, sanction, revolt, riots, civil disorder, embargo, seizure, national strike, national labor dispute, fire, flood, explosion, pandemic, or other causes or circumstances reasonably beyond the control of either Party, provided however that where such omission, delay or failure exceeds 3 months, is considered as a just cause to terminate this Agreement. Therefore, the resigning Party will not be liable to compensate the other for any resultant damage.
- 15. **ASSIGNMENT & SUB-CONTRACTING:** Neither Party may sub-contract or assign this Agreement in part or in whole to any third Party without the prior written consent of the other, save that Ferring may assign this Agreement to any of its Affiliates or to the successor or assignee of all or substantially all its business.

The Patient Consultant remains responsible to Ferring for all Services, actions and omissions of any subcontractor sub-contracted pursuant to this Clause, which includes (but not limited to) to be responsible to, liable to and indemnify Ferring in the same terms of Clauses “Confidentiality”, “Inventions & Discoveries”, and “Limitation of Liability & Indemnification” above.

- 16. **GOVERNING LAW & DISPUTE RESOLUTION:** This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of Denmark, excluding any rules of conflicts of laws that would apply the substantive laws of any other jurisdiction.

Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the validity, invalidity, breach, or termination thereof, shall be submitted to the exclusive jurisdiction of the courts of Copenhagen.

- 17. **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement together with its appendices sets forth the entire Agreement and understanding between the Parties as to the subject matter hereof and has priority over all documents, previous verbal consents or understandings made between the Parties before the conclusion of this Agreement with respect to the subject matter hereof. None of the terms of this Agreement or its appendices shall be amended or modified except in writing expressly referring to this Agreement and signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative/s, on the date written below.

**Ferring Pharmaceuticals A/S,
Amager Strandvej 405, 2770 Kastrup, Denmark**

By: *Bjarke Naver*
By: [Bjarke Naver \(Sep 13, 2024 09:24 GMT+2\)](#)

Name: Bjarke Naver

Title: Director

Date: 13-Sep-2024

Benthe Bertelsen

By: *Benthe Bertelsen*
By: [Benthe Bertelsen \(Sep 12, 2024 22:40 GMT+2\)](#)

Name: Benthe Berthelsen

Title: Næstformand

Date: 12-Sep-2024

By: *Klaus G Jakobsen*
By: [Klaus G Jakobsen \(Sep 13, 2024 09:26 GMT+2\)](#)

Name: Klaus Jakobsen

Title: Vice President, Global Safety

Date: 13-Sep-2024

By: *Lene Melchiorson*
By: [Lene Melchiorson \(Sep 13, 2024 09:43 GMT+2\)](#)

Name: Lene Melchiorson

Title: Senior Vice President, Global Regulatory
Affairs

Date: 13-Sep-2024

Appendix 1

SERVICES

Purpose/Scope of Service:

A one-hour interview between Safety employees and 2 patients about their patient history, daily life, how the treatment affects their daily life, and the importance/their considerations that their treatment is safe.

The interview is to take place during the Global Safety Departmental Day on Sept 11, 2024.

With respect to the conduct of and progress of the Services (including delivery of invoices), the Patient Consultant should liaise with Linn Zeuthen from Ferring.

A. Service Fee:

Patient Consultant's maximum total compensation: 850 DKK.

The Parties agree that Services shall be paid upon delivery of the invoice according to Ferring Payment Terms. If the Parties would like to amend those payment terms, they shall do so in writing.

With respect to the Services Ferring will pay the Patient Consultant a fee of:

Compensation Summary

	Hours	Amount
Service Time	0	0 DKK
Travel / Duration	0	0 DKK
Preparation Time	0	0 DKK

If a maximum total compensation for Patient Consultant under this Agreement is stated above, such compensation is inclusive of any out-of-pocket expenses incurred by Patient Consultant in connection with the performance of the Services.

B. Expenses:

Payment Procedure:

- a. Patient Consultant must email an email with clearly scanned copies of each receipt to linn.zeuthen@ferring.com.
- b. Ferring shall proceed to payment within 30 days on bank account as specified by Patient Consultant on a Ferring Payment Request Form.

Appendix 2

PRIVACY NOTICE

A. CONSENT for the Use of Personal Data

In connection with the purposes mentioned in Clause “Data Protection” of this Agreement Ferring will collect and process your personal data. The type of personal data that will be processed by Ferring includes name, address and e-mail, phone number, place of employment, title and resume, bank account and other financial information, and dietary preferences. The collected information may include sensitive personal data.

Ferring relies on legitimate interests as a legal basis for processing your personal data considering that, in the context of this relationship, processing has a limited impact on you and Ferring will process your personal data for purposes that are standard in similar relationships in the context of the pharmaceutical industry. If you so represent, you can obtain more information about the legitimate interest balancing test that Ferring has performed.

The collected personal data will be processed to conduct business operations, meet statutory and voluntary obligations under law and industry codes, and for the performance of this Agreement. Ferring will always maintain appropriate technical and organizational security and safeguards to protect the collected personal data from any unauthorized access, corruption, misuse, destruction or unintended disclosure.

As Ferring is part of a global group of companies, the collected personal data may be shared with affiliates of Ferring to the extent necessary or convenient for carrying out the purposes described above. Ferring may in addition engage service providers to provide services, which require access to and processing of your personal data. All such service providers with whom the personal data is shared, will be subject to confidentiality obligations and will process the personal data solely as instructed by Ferring. The personal data will not be shared with any third party for any purposes beyond what is described above. Further, Ferring may share such personal data with governmental authorities and industry associations.

The processing may require transfer of your personal data to countries outside the European Economic Area, which may not provide for the same level of protection. In such event, Ferring will make sure that appropriate safeguards are secured in accordance with Ferring’s legal obligations to ensure the protection of your personal data. This may include entering into standard contractual clauses as issued by the European Commission.

To ensure that your information is correct and adequate, you are requested to inform Ferring immediately, if the personal data changes or is no longer correct or if you discover, that any information is inaccurate. If you wish to access any personal data processed about you or you wish to object to any continued processing of your information, please contact Ferring at the above stated contact details. You also have the right to request the transfer of personal data about you in Ferring’s possession to you or to third parties authorized by you.

The personal data collected during this Agreement will be stored for the duration of the Agreement and for no more than 10 years after its termination or expiration. After such period Ferring will only continue to store the personal data to the extent that this is required according to legal obligations, if needed to document legal obligations or rights in connection with legal proceedings or if Ferring can demonstrate

other legitimate interest in the continued processing of your personal data, in which case you will be notified of such reasons.

In case you wish to report a data incident or suspected personal data breach, submit a request to exercise your rights as a data subject, or contact the Global Data Protection Officer with a general enquiry, please utilize the [Data Subject Contact Form](#)

(https://ferring.ethicspoint.eu/custom/ferring/forms/data/form_data.asp). Alternatively, mail us to: “(Att.: Data Protection Officer) Ferring International Center S.A. Chemin De la Vergognausaz 50, 1162, St Prex, Switzerland” or, at the EU Representative for GDPR, “(Att.: Data Protection Officer) Ferring Pharmaceuticals A/S, Amager Strandvej 405, DK - 2770 Kastrup, Denmark.”

Appendix 3

DISCLOSURE OF PAYMENTS NOTICE

B. CONSENT for Disclosure of Payments

Please be informed that in accordance with local transparency laws, codes, regulations and reporting requirements, including those established by the European Federation of Pharmaceuticals Industries and Associations and the Sunshine Act (“Codes”), Ferring Pharmaceuticals and its affiliates have a legal obligation (Article 6 - GDPR) to report all Transfers of Value (e.g., food, hotel accommodation, travel, fees, etc.) provided directly or indirectly to Healthcare Professionals (HCPs) and Healthcare Organizations (HCOs) and other reportable recipients, which may include disclosures to certain national tax authorities (“Tax Disclosures”).

This Notice explains how Ferring processes your personal information in order to:

- collect, process and store your personal information, including your title, name, address, national identification number and the payments and Transfers of Value made to you under this Notice, for as long as necessary under the Codes to fulfill the purpose.
- make public disclosures of such information in accordance with the Codes and Tax Disclosures and other applicable laws. Such disclosures may be made using any media (paper or electronic), website or platform, including an industry association’s electronic platform.
- disclose such information to pharmaceutical industry associations and/or competent authorities for compliance with the Codes and other applicable legislation.
- disclose such information to Ferring’s affiliates and to any third-party providing services to Ferring, who may be established in other countries, including the United States of America, for storage and use for public disclosure and to comply with the Codes.

The information to be published will clearly identify you and the types and amounts of Transfers of Value you received from Ferring.

You may contact Ferring at any time to access, correct or request deletion of personal information relating to you by using the [“Data Subject Contact Form”](#). For Ferring’s Privacy Notice please visit the website <https://www.ferring.com/privacy/>

Should you send a request for deletion of information, to comply with its obligations under the Codes, Ferring will, in the case of transparency reporting, make an aggregate disclosure of the Transfers of Value to you, without identifying you individually. You understand that information once made public may not be fully deleted.

Please be advised that for a Project Family Advocate acting on behalf of a Patient Organization, Ferring will provide an overview of the Transfer of Value to said patient Organization upon written request.

I AGREE: <u>BB</u> BB	SIGNATURE: <u>Benthe Bertelsen</u> Benthe Bertelsen (Sep 12, 2024 22:40 GMT+2)	12-Sep-2024
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