# **Engagement Letter**

#### (the "Agreement")

by and between

TILLOTTS PHARMA a company duly established under the laws of Sweden / Denmark with registered offices at Gustavlundsvägen 135, 167 51 Bromma Sweden (hereinafter referred to as "TILLOTTS")

and

**Crohn Colitis organisation – represented by Charlotte Lindgaard Nielsen** a patient organisation with a registered address at Nørregade 71-75, 1.th. – 5000 Odense. Denmark (hereinafter referred to as "Service Provider")

and

(TILLOTTS and Service Provider are individually referred to as a "Party" and collectively as "the Parties")

**WHEREAS,** TILLOTTS is a pharmaceutical company specialized in gastroenterology, mainly in the field of Inflammatory Bowel Disease ("**IBD**");

**WHEREAS,** Service Provider provides support to and defends the interest of patients suffering from IBD;

**WHEREAS,** TILLOTTS wishes to record videos (the "**Video**") with patients suffering from IBD in which the patients describe their relationship with their physician or nurse and thank them for their support (the "**Project**");

**WHEREAS,** TILLOTTS wishes to engage Service Provider to help TILLOTTS contact patients suffering from IBD and invite them in name of TILLOTTS to participate in the Project as described in the previous recital;

**NOW, THEREFORE,** in consideration of the foregoing premises and for good and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows :

#### 1. Engagement

Service Provider herewith agrees to provide the following services within one month after Effective Date:

If a patient is interested to participate in the Project, request the patient whether he/she agrees that Service Provider provides his/her name and contact details to TILLOTTS,

Provide a patient's name and contact details to the TILLOTTS Contact Person if the patient agreed with it under statement above.

CLN

JD

For the purpose of this Agreement the TILLOTTS Contact Person shall be: Lene Bak, e mail : <u>Lene.bak@tillotts.com</u>, Mobile +45 21498840

## 2. Compensation

Service Provider agrees to provide the services mentioned in Section 1 above free of charge. Service Provider acknowledges that TILLOTTS will not provide any fee to Service Patients' rights

2.1 The Service Provider acknowledges that a patient is not obliged to participate in the Project.

2.2 When contacting a patient for the purposes of Section 1 above, the Service Provider shall not cause the patient to believe that:

- (a) the patient will receive better treatment or support if the patient agrees to participate in the Project,
- (b) the patient will no longer receive proper medical care or support if the patient does not agree to participate in the Project,
- (c) the patient is obliged or strongly advised to participate in the Project.

## 3. Term

This Agreement shall automatically expire one month after Effective Date.

## 4. No Incentive to Promote or Influence

The Parties agree that this Agreement does not constitute an undertaking or incentive for Service Provider to promote or influence a decision with respect to a TILLOTTS' product.

# 5. Compliance

Service Provider shall perform this Agreement in accordance with the relevant laws, including– without limitation – data protection rules and if relevant, doctor-patient confidentiality.

Service Provider acknowledges that TILLOTTS is subject to laws which prohibit TILLOTTS from promoting prescription-only medicinal products to patients or the general public. Service Provider shall accordingly perform this Agreement without causing TILLOTTS to be in violation of these laws.

Service Provider acknowledges that patients who agree to participate in the Project as described in the preamble shall <u>not</u> be entitled to receive any benefit (e.g., fee, gift, free medicines or medical care, discount on medicines) in compensation of their participation in the Project. Accordingly when interacting with a patient for the purpose of this Agreement, Service Provider shall not cause any patient to believe that he/she will receive a fee, gift, free medicines or medical care, discount on medical care, discount on medicines or any other benefit in money or in kind if he/she agrees to participate in the Project.



When Service Provider contacts a patient for the purpose of Section 1 above, the patient may raise a question or issue about a Tillotts medicinal product. If that occurs, Service Provider shall take note of the question or issue and inform the TILLOTTS Contact Person as soon as possible about the question or issue. If the question or issue is related to an adverse event, the Service Provider shall provide the following information to the TILLOTTS Contact Person: (1) either patient's initials, year of birth, age or gender to the extent allowed by law, including – without limitation – doctor-patient confidentiality and data protection rules, (2) a description of the adverse event, (3) the TILLOTTS product concerned.

Service Provider shall perform this Agreement in accordance with the guidelines which Service Provider may receive from TILLOTTS in order to ensure compliance with this Section 6 of the Agreement.

## 6. General Provisions

6.1 The appointment hereunder is personal to Service Provider and cannot be subcontracted without the prior written approval of TILLOTTS.

6.2 Service Provider shall be an independent contractor in regard of the Engagement. This Agreement shall not be interpreted as creating an association, joint venture, or partnership relationship between the Parties or as imposing any employment, or partnership obligation, or liability on any Party, Service Provider shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of TILLOTTS. TILLOTTS shall have no obligation to withhold or pay income tax, workers' compensation, pension, deferred compensation, welfare, insurance, and other employee taxes on behalf of Service Provider.

6.3 This Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement. It may be changed only by written amendment signed by the Parties.

6.4 If any provision of this Agreement shall, for any reason whatsoever, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

6.5 This Agreement shall be construed and interpreted in accordance with the substantive laws of Switzerland. All disputes in regard to or arising out of any provisions of this Agreement shall be settled amicably by the Parties. If, contrary to expectations, no such amicable settlement can be reached, the Parties agree to submit such dispute to the exclusive jurisdiction of the courts of the Canton of Basel-Stadt, Switzerland.

6.6 Termination of this Agreement shall not affect the ability of any Party to seek resolution of any matter arising prior to such expiration or termination pursuant to Section 6.5 herein.



6.7 This Agreement may be signed by facsimile, e-mail or any other electronic form, and the Parties agree that the electronically executed Agreement shall be considered as an original in any court of law.

Accepted and agreed by the Parties or duly authorized representatives of the Parties hereto on the day and year last written Immediately below.

Place and Date: Bromma <sup>03-Sep-2021</sup> For Tillotts Pharma AB, Jan Deresiewicz, Managing Director		Place/Date,	4-9-2021	04-Sep-2021	
		CCF / Charlotte L. Nielsen, chairman (Organisationsnummer) 21314307			
Jan Deresiewicz	Electronically signed by: Jan Deresiewicz Date: Sep 3, 2021 10:17 GMT+2	Charlotte L. Nielsen	~	Electronically signed by: Charlotte L. Nielsen Date: Sep 4, 2021 09:07 GMT+2	
(Signature)		(Signature)			
21-sep-2021 21-Sep-20	21				
Lene Bak, Country representative, Denmark					
Lene Bak	Electronically signed by: Lene Bak Date: Sep 21, 2021 14:58 GMT+2				

(Signature)

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## ANNEX 1

#### **CONSENT FORM**

As part of our obligation to process personal data in line with applicable data protection laws, including the EU General Data Protection Regulation (EU Regulation 2016/670) (" **GDPR**"), we wish to obtain your informed consent to collect and use your Personal Data for the purpose(s) set forth below.

"We" and "Tillotts" includes Tillotts Pharma AG, Baslerstrasse 15, CH-4310 Rheinfelden, Switzerland, [Company name and Address of the affiliate] and Tillotts Pharma UK Ltd., Larbourne Suite, The Stables, Wellingore Hall, Wellingore, Lincoln, Lincolnshire LNS OHX, United Kingdom).

We wish to collect and use the following personal data about you for the following specific purpose( s) :

Type of data	Why we wish to collect it
Name, contact details [if there a Fee may be due, please add the "and bank details"]	To perform this Agreement and take steps in preparation of this Agreement To comply with any legal obligation which may arise from or in connection with the preparation, execution or performance of this Agreement We will process these data on the basis of Article 6.1, letters (b) and (c) of the European Union General Data Protection Regulation

Q With my signature below, I hereby freely give my consent to the collection and use of my personal data for the specific purpose listed above.

In giving your consent, you understand that you have the right to:

- withdraw your consent at any time in which case Tillotts will destroy the personal data as required by law if. You understand that withdrawing your consent has no impact on the legality of the processing that Tillotts performed prior to your withdrawal;
- access, correct, update or request deletion of your personal data;
- **complain** to the competent data protection authority about Tillotts' collection and use of your personal data.

Your personal data will not be transferred to countries outside of the European Economic Area (EEA).

You may contact us at any time with a request to exercise your data protection rights, at no cost to you, by e-mail to our Data Protection Officer at the following address: dataprivacy@tillotts.com or Head of Compliance (Legal Department), Baslerstrasse 15,

CH-4310 Rheinfelden. You will receive a response to your request in accordance with applicable data protection laws.

If you have any questions or complaints relating to this consent form or the way we are planning to use your personal data, please contact Tillotts 's Legal Department using the following details: <u>dataprivacy@tillotts.com</u> or Head of Compliance (Legal Department), Baslerstrasse 15, CH-4310 Rheinfelden.

View our privacy policy of our website at https://www.tillotts.ie/privacy-policy/website-privacy-policy/ for

Print Name Colitis-Crohn Foreningen			
Signature	Charlotte L. Nielsen	Electronically signed by: Charlotte L. Nielsen Date: Sep 4, 2021 09:07 GMT+2	
Date	04-Sep-2021		

further information about Tillotts' data protection practices.