COLLABORATION AGREEMENT

BETWEEN:

(1) **Novartis Healthcare A/S**, a company organized and registered under the laws of Denmark with registered office at Edvard Thomsens Vej 14, 3., 2300 Copenhagen, company registration number 20575786, duly represented by Susan Hovmand Lysdal, Patient Journey & Solutions Lead. Hereafter referred to as "**Novartis**".

and

(2) **Brystkræftforeningen**, an organization organized and registered under the laws of Denmark with registered office at Landlyst Vænge 46, 2635 Ishøj, under company registration number 21 43 88 71, duly represented by Anja Skjoldborg Hansen, board chairman of Brystkræftforeningen. Hereafter referred to as "**Partner**".

Novartis and the Partner are hereafter jointly referred to as "**Parties**" and individually as "**Party**".

WHEREAS[1]:

Novartis is an international pharmaceutical company active in the field of research and development of pharmaceuticals and medicinal products.

The Partner is a patient advocacy group with comprehensive expertise and experience in the field of health and patient advocacy. It is specified that Novartis respects the mission, autonomy and independence of the Partner and any patient organisation associated with and does not seek to exert any improper influence on their objectives, activities, or decisions.

The Parties wish to collaborate with the purpose of gathering insights from patients with breast cancer through a co-created questionnaire survey , as further defined under **Appendix 1**. Both Parties have unique assets and strengths that complement each other in this Project.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Purpose of the collaboration

1.1 The Partners shall collaborate in order to deliver the services and deliverables that the Parties commit to as set out under **Appendix 1** ("**Project**"). The content of the Project may be amended by mutual written agreement between the Parties.

2. Contributions of both parties

2.1 As its contribution to deliver the Project, Novartis agrees to fund costs in accordance with the terms of contribution described under **Appendix 1** ("**Novartis Contribution**").

2.2 Novartis will also reimburse for all reasonable business-related travel expenses incurred in relation to the performance of the Agreement in accordance with the expenses policy set out in **Appendix 2** if such costs occur and are approved in advance by Novartis.

[1] This contract is based on templates and guidance provided by the WECAN project on Reasonable Agreements between Patient Advocates and Pharmaceutical Companies. For more information, please visit www.wecanadvocate.eu/rapp

2.3 The above-mentioned Novartis Contribution are considered net of Value Added Tax ("**VAT**"). Novartis will additionally cover VAT and other taxes, if legally required. Partner shall be responsible for all other taxes and/or any social security charges, as applicable, related to the Novartis' Contribution, unless stipulated otherwise in the applicable law.

2.4 As its contribution to deliver the Project, the Partner will provide its assets, resources, expertise, knowledge, and staff's working time as described in **Appendix 1 ("Partner's Contribution")**.

2.5 The Parties acknowledge that the Fees for the Services are reasonable and aligned with the prices requested by professionals on the market for similar professional services taking into account all the contributing factors such as, inter alia, individual expertise and training, complexity of tasks, responsiveness and country of origin, as well as the total time invested (work time and preparatory time) into the Services by Consultant and comply with the Ethical Committee for the Pharmaceutical Industry ("**ENLI**") rules for the industry.

3. Transparency

3.1 This agreement is publicly available; however, **Clause 6** Confidentiality must be respected.

3.2 In case the Partner is writing, speaking, or acting in public concerning the Project as set out in **Appendix 1**, the Partner must declare that it is collaborating with Novartis.

3.3 Any external use of the other Party's name, trademark or logo requires prior written consent of the other Party. In case this prior written consent is given, the name, trademark or logo should always be used according to the guidelines of the other Party and not used in such a way that is creates the illusion of dependency between the Partner and Novartis.

3.4 Novartis will ensure transparency of the payments made to patient organisations, hence the Consultant unless Consultant is a private person, in accordance with ENLI's Patient Organisations Code. This will involve the publication on its website www.novartis.dk and included on the annual list Novartis must submitted to ENLI, including Fees and expenses of the Consultant which Novartis has covered.

4. Independence and conflict of interest

4.1 The Agreement does not create any relationship of agency or employment or joint ventures between the Parties. The Partner shall exercise its activities under the Agreement as an independent collaborator.

4.2 The Parties acknowledge that the Novartis' Contribution shall never constitute in any way an inducement to, or reward for, recommending or taking any decisions favourable or promotional to any products or services of Novartis or its affiliates[2], or have any influence on the content of any materials authored by or on behalf of the Partner. The Parties confirm that the Agreement is concluded independently from any business transactions and decisions in relation with the supply or purchase of goods or other services related to Novartis.

5. Term and termination

5.1 This Agreement comes into force on the date of the last signature to this Agreement and shall remain in effect until Date of completion as listed in **Appendix 1** section I. Term of project, unless terminated earlier in accordance with the terms of this Agreement.

[2] Affiliate is any company, organization, subsidiary or other business entity that is formally attached to, legally connected to Novartis or indirectly controlling, controlled by or under common control with Novartis. "Control" shall mean the power to directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or polices of such company or entity whether through shared ownership, by contract or otherwise.

5.2 Both Parties shall have the right to terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

6. Confidentiality

6.1 The Parties undertake and agree to keep secret all confidential information, which is all non-public and business-related information, such as, but not limited to commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, draft project plans or concepts, written or oral, disclosed or made available to either Party, directly or indirectly, by or on behalf of one Party or by Novartis' affiliates through any means of communication or observation ("**Confidential Information**"). Confidential Information may be further specified in **Appendix 1**.

6.2 Both Parties agree to make reasonable efforts to mark their documents and data as confidential. In case of lack of marking, or in case of orally disclosed information, the receiving Party should make reasonable efforts to clarify with the disclosing Party whether the information is confidential or not.

6.3 Any disclosure of Confidential Information to third parties requires prior written consent of the disclosing Party. The Partner needs to ensure these persons follow the confidentiality rules of this Agreement.

6.4 The obligations and limitations set forth herein regarding the Confidential Information shall not apply to information which is:

(i) in the public domain other than by a breach of this Agreement by the receiving Party; or

(ii) rightfully received from a third party which has the right and transmits it to the receiving Party; or

(iii) rightfully known to and may be shared by the receiving Party prior to receipt of the same from the disclosing Party, as shown by the records of the receiving Party; or

(iv) generally made available to third parties by the disclosing Party without any restriction on use or disclosure; or

(v) required to be disclosed by law or by a court of competent jurisdiction or by the rules or regulations of an applicable governmental or regulatory body to whose jurisdiction the receiving Party is subject.

6.5 After the completion of the Project, termination of this Agreement or whenever the disclosing Party requires it, the receiving Party may be asked to return and/or delete the Confidential Information. The receiving Party may be permitted to retain copies if required to demonstrate compliance with this Agreement or applicable law.

7. Intellectual Property rights

7.1 All information, data and Intellectual Property rights owned by each Party prior to this Agreement shall remain the property of that Party.

7.2 Unless otherwise agreed between the Parties, all Intellectual Property Rights on materials, data and products developed or prepared solely or jointly by the Parties in connection with the Project shall be jointly owned by the Parties. As a result, each Party will be entitled to use separately such

Intellectual Property Rights on a non-exclusive world-wide, royalty-free basis, including any modifications and enhancements, subject to respecting confidentiality obligations under **Clause 6**[3].

7.3 Each Party guarantee that the above Intellectual Property Rights have not been previously assigned and/or licensed and that it is entirely free to be validly assigned to the other Party, without any liens, encumbrance, or pledge whatsoever. This means that no third-party has any rights on the Services.

8. Liability

8.1 To the extent permitted by law, the Parties shall not be held liable towards each other for the performance of their services under this Agreement, unless caused by gross negligence or wilful harm. It shall in no circumstances be liable for any indirect or consequential loss or damage incurred by one Party in connection with the activities contemplated in this Agreement (such as a loss of profit or damage to the reputation etc.). In any event, each Party's liability cannot exceed twice the value of the contribution of the Partner with the exclusion of external costs.

9. Data protection

9.1 During the term of the Agreement, in the context of delivering the Project, either Party may be processing the personal data exchanged under the Agreement. Personal data of individuals representing the Partner and Novartis shall be kept confidential. The legal basis for storing and processing such data is GDPR article 6 (1) b as the data is necessary for the performance of this contract or GDPR article 6 (1) f the legitimate interest in order to administer or to communicate. The Parties acknowledge that, in relation to the processing of such personal data, each Party will act as separate data controller. In no event will this Agreement lead to a situation where the Parties can be considered joint controllers.

9.2 If the Project includes patient testimonials, interviews with patients or other individuals or similar collection of personal data from individuals the Parties will enter into a separate agreement with such individuals clarifying the use of such personal data.

9.3 Each Party agrees to comply with its obligations under the Danish laws on data privacy (GDPR) and any other applicable data protection laws. In particular, each Party shall: (i) process either Party's personal data for the purpose of (a) managing the contractual relationship; (b) complying with a legal obligation; and (c) responding to requests from a competent supervisory authority or individuals; (ii) implement and maintain appropriate technical, organizational and security measures that are necessary to protect personal data processed under this Agreement from any accidental, unauthorized or unlawful use, destruction, loss or damage, as well as from alteration, access or processing personal data.

9.4 In addition, each Party shall notify the other Party in writing without undue delay and provide reasonable cooperation in relation to the following:

(i) any data breach of personal data processed under this Agreement. Notification must happen no more than 48 hours after becoming aware of a personal data breach.

(ii) any request from a data subject to exercise their rights to access, correct, object, or delete any personal data held about them in the context of the Agreement.

[3] In the event assignment of Intellectual Property Rights needs to be more specifically defined under applicable law, this assignment of copyright includes, without limitation: the right to reproduce, copy, distribute and/or edit totally or partly the Services on all media (e.g., paper, film, CD-ROM, Internet) and by all processes (e.g., photocopy, scanning, word or digital processing, recording); the right to publicly perform and communicate totally or partly the Services and by all means (e.g., slides, video, film, recordings, web site); the right to translate totally or partly the Services in all languages; the right to modify by adding and/or deleting totally or partly the Services and to disclose these modified versions. These modified versions do not misrepresent the Services and/ the Partner's intent; the right to claim copyright in the world for the full duration and any renewal or extensions. This assignment of copyright is valid worldwide and for the duration of the copyright according to applicable law.

(iii) in the event of receipt of any request, allegation or the initiation of inspection proceedings by a competent supervisory authority, if this affects the processing of personal data under this Agreement.

(iv) Each Party shall also delete or return all personal data to the other Party upon termination or expiry of this Agreement save where a Party has a duty to keep the other Party's personal data as required by the law, a competent supervisory authority and for client relationship purposes.

10. Anti-bribery compliance

10.1 The Parties undertake to comply with any applicable anti-bribery regulations and codes relating to anti-bribery and anti-corruption ("**Anti-Bribery Laws**"). The Partner is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to: (i) win or retain business for Novartis; (ii) improperly influence an act or decision that will benefit Novartis; (iii) gain an improper advantage for Novartis.

10.2 Partner undertakes to keep accurate and transparent records to reflect transactions and payments. Should the Partner breach or have any reason to believe that it might have breached this section, it shall inform Novartis immediately, in writing, and cooperate with Novartis to investigate and document the facts.

10.3 Partner will notify Novartis if Partner attains a position to influence purchasing decisions including tenders of a government entity of health-care-related institution (including a hospital or any other institution of a similar nature). In case of such notification by the Partner, Novartis has the right to terminate this Agreement with immediate effect by written notice. Partner shall also notify the purchase decision-maker in said institution of the Partner's financial relationship with Novartis before any purchasing decision is made.

11. Entire Agreement

11.1 The Agreement constitutes the entire agreement between the Parties, and supersedes any prior communications between the Parties, whether express or implied, oral, or written, including all previous conversations regarding to the subject matter of the Agreement. The Parties will therefore not be able to derive any rights from prior agreements.

11.2 Any amendment to the Agreement may be made only in writing and by mutual agreement between the Parties.

12. Governing law and disputes

12.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark.

12.2 Any dispute arising in connection with the Agreement which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the courts of Copenhagen, Denmark without restricting the possibility for appeal.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement either with electronic signature in a system approved for this purpose by Novartis or in wet ink signature in two (2) originals, one for each Party.

Brystkræftforeningen

Signed DocuSigned by: 90DB13A8013C4A8...

Printed name and title: Anja Skjoldborg Hansen

Date 03-jul-2024 | 6:22:31 AM PDT

Novartis Healthcare A/S

Signed DocuSigned by: Susan Lysdal B6BC5445F9E24A6...

Printed name and title: Susan Lysdal

Date 03-Jul-2024 | 7:24:54 AM GMT

Novartis Healthcare A/S

Signed DocuSigned by: Mille Holst 1C86847BE9484D4...

Printed name and title: Mille Holst

Date 03-Jul-2024 | 7:35:36 AM GMT

Appendix 1: Project details and financial terms

Appendix 2: Expense Policy

POPid: 20240688
BeSurenummer: DK 2406280232

Appendix 1: Project details, contribution and financial terms

I. Term of Project

Start date: July 1st, 2024

Date of completion: February 30th, 2025

II. Description of the Project (in Danish)

Formålet med dette projekt er at foretage en spørgeskemaundersøgelse blandt brystkræftpatienter. Undersøgelsens formål er, at:

- belyse brystkræftpatienters oplevelse af patientforløbet (dvs. forløbet fra diagnose til behandling og opfølgning)

- have særligt fokus på, hvornår i forløbet, patienterne har særligt behov for hjælp, information og støtte for dermed at bidrage til, at Brystkræftforeningen og Novartis – sammen eller hver for sig – fremover kan udvikle tilbud, der hjælper brystkræftpatienter bedst muligt

Undersøgelsen skabes i et samarbejde mellem **Brystkræftforeningen** og **Novartis**. Begge organisationer bidrager med ressourcer til projektet. Projektgruppens ansvar er at sikre projektets fremdrift og eksekvering af opgaver forbundet hermed, eksempelvis tidsplaner, budget, opgavefordeling, spørgeskemaets form etc. Projektgruppen mødes ved behov.

Nærværende projekt består af følgende dele:

1) **Udvikling af spørgeskema:** Indsamling af informationer blandt patienter med brystkræft ved afholdelse af et fokusgruppeinterview med 5-8 patienter. På baggrund af patienternes input udvikles et spørgeskema til patienter med brystkræft. Brystkræftforeningen hjælper med at rekruttere deltagere til fokusgruppeinterview samt respondenter til spørgeskema.

Parterne har intention om at afholde et evalueringsmøde når nærværende projekt afsluttes for at evaluere samarbejdet og diskutere muligheder for fremtidigt samarbejde.

III. Approval of and rights to material etc.

The Project may **not include any promotion of pharmaceutical products to the general public**. Only healthcare professionals can receive information about pharmaceutical products. To the extent the Parties will provide information to third parties, such will only include disease awareness information.

Novartis must approve in advance any materials produced for external use (e.g. information directly to patients, information on websites to the general public, etc.). All such materials shall include the internal approval number from Novartis and cannot be altered in any way.

Unless otherwise specified in writing, the Parties agree that the use of **recordings, minutes, and reports**, of any kind and on any support, of any meeting attended by the Parties:

- Is allowed by both Parties for internal purposes
- Is permitted subject to the prior written consent of the other Party for any external use
- Is permitted, in any case, where required for the performance, or for the verification of the performance, of the Services.

IV. Contributions and Financial terms

Both Parties contributes to the Project and are seen as equal partners. The **total project budget** is 206.408 DKK.

Novartis Contribution will consist of project management and funding of the project costs.

The Project costs are detailed as follows:

Activity	Units	Unit cost	Total Cost (DKK)
Project Meetings	8	500	4.000
Honorarium for 8 patients participating in focus group interview (per hour according to FMV)	24	469	11.256
Consulting Agency to support questionnaire survey			130.000
Honorarium to Partner incl. recruitment of participants for interview and questionnaire (per hour for patient advocates according to FMV)*	**56**	**1.092**	**61.152**

***Novartis' payment directly to the Partner.**

Partner's Contribution will consist of

- Expert knowledge on breast cancer and breast cancer patients' experiences
- Recruitment of participants for focus group and respondents for questionnaire
- Co-moderating focus group interview and analysis of outcome with Novartis
- Co-creation of questionnaire with Novartis
- Evaluation of results of questionnaire with Novartis

The work provided by the Partner will be covered by the honorarium to Partner as specified in above budget.

All amounts referred to in this Agreement are expressed exclusive of VAT (added if applicable).

Invoicing conditions:

a) The Partner's invoice shall be paid by bank transfer within 30 days after receipt of a valid invoice.
b) The Company shall only pay for invoices which request for payment to be made into the entity's official bank account (i.e. not one which is affiliated with an individual), which must be located in the country where the entity is based.
c) The invoices must include the following information:
   (i) Your name and address
   (ii) A detailed description and breakdown of the Services including the date(s) of performance.
   (iii) Amount payable (please include one figure for the fees and one figure for the expenses)
   (iv) The details of the bank account in your country of residence, including:
      (A) IBAN & Swift Code for European Consultants.
      (B) Your VAT number if applicable
      (C) Your social security number if you are a Danish resident.
   (v) Novartis VAT number 20575786
   (vi) Novartis contact person
   (vii) Purchase Order (PO) number received from Novartis (if applicable)

(b) The invoice(s) must be sent to the following address: Novartis Healthcare A/S, c/o Novartis Sverige AB, Box 1162, 164 26 Kista, Sweden, **and** e-mail: invoice.denmark@novartis.com

Name of Novartis contact: **Susan Hovmand Lysdal;** E-mail: **susan.lysdal@novartis.com**

POPid: 20240688
BeSurenummer: DK 2406280232

The Company shall directly, or through a designated and authorised third party agent responsible for settlement of payments, pay fees and expenses as may be notified by Company's contact.

Appendix 2: Expense Policy

Novartis agrees to cover:

I. Reasonable travel expenses, e.g. inbound and outbound flight and/or train cost, accommodation, as well as transfer to and from the meeting venue, taking into account the specific needs, physical or mental, of the Partner's condition (flights lasting more than six hours shall be in Business class);

II. Travel costs of accompanying person, in the exceptional case Partner has a justified medical need to be accompanied by other persons, such costs are in line with local industry code and are approved in advance by Novartis;

III. In case of three-way travel or additional stayover at the meeting is required within Partner's patient advocacy duty from preceding or to subsequent meetings, this shall be covered if deemed reasonable in advance by Novartis. Shared costs with other meeting organizers should then be considered wherever possible.

Please note that Novartis must book and organize all travel and hospitality, reimbursement of expenses for travel and hospitality will not be possible.

In addition, the Parties have agreed on the reimbursement of the following expenses: N/A

The following terms of payment are agreed:
Novartis shall pay the above-mentioned expenses related to travel and hospitality, reimbursement of expenses for travel and hospitality will not be possible.

For other expenses as agreed Novartis will reimburse Partner upon provision of satisfactory invoices/requests for payment and itemized receipts, clearly detailing the nature of each expense claimed. Partner will always comply with the applicable laws, codes of practice. The financial terms are described in **Appendix 1**.