CONSULTANCY 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 Ann-Marie Olsson, Head of Communications and Patient Engagement. Hereafter referred to as "**Novartis**".

and

(2)

Brystkræftforeningen, a company organized and registered under the laws of Denmark with registered office at Landlyst Vænge 46, 2635 Ishøj under number 21 43 88 71, duly represented by Anja Skjoldborg Hansen, board chairman of Brystkræftforeningen. Hereafter referred to as the "**Consultant**". The Parties agree that the Consultant delegates to Katrine Sørensen ("**Service Provider**") who has the required expertise, the performance of the services and who shall perform the services in compliance with the Consultant's obligations under this Agreement.

Novartis and the Consultant 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 Consultant is a patient advocate, who has a comprehensive expertise and experience in the field of health and patient advocacy, e.g., as an individual patient, career, patient advocate, patient organization representative, patient organization or patient expert. It is specified that Novartis respects the mission, autonomy and independence of the Consultant and any patient organisation associated with and does not seek to exert any improper influence on their objectives, activities or decisions.

Novartis wishes to engage the services of the Consultant to provide the services set forth below, and the Consultant wishes to provide such services. The services are provided for the purpose of supporting healthcare and/or research.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

1. Services

1.1 The Consultant shall provide the consultancy services to Novartis as set out under **Appendix 1** ("**Services**"). The content of the Services may be amended by mutual written agreement between the Parties.

2. Fees and expenses

2.1 For the Services, the Consultant shall be compensated ("**Fees**") and Novartis shall cover reasonable expenses as described in **Appendix 1**.

[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

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

2.3 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 Consultant is writing, speaking or acting in public concerning the Services as set out in **Appendix 1**, the Consultant 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 it creates the illusion of dependency between the Consultant 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, partnership, employment or joint ventures between the Parties. The Consultant shall exercise its activities under the Agreement as an independent contractor.

4.2 The Parties acknowledge that the Fees 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 Consultant. 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 the Services have been completed and payment of Fees and expenses received, 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, except that Novartis is allowed to share with its representatives and Affiliates without any prior consent of the Consultant. Consultant 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 Services, 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, the Consultant assigns to Novartis all its intellectual property rights on materials and products developed or prepared for Novartis by the Consultant in

connection with the Services performed hereunder. However, the Consultant shall always be free to use the general knowledge, skills and experience and any general ideas, concepts, know-how and techniques that the Consultant has acquired or used in the course of performing the Services, subject to respecting confidentiality obligations under **Clause 6**[3].

7.3 The Consultant guarantees 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 Novartis, 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 Consultant shall not be held liable for the performance of its Services under this Agreement, unless caused by gross negligence or wilful misconduct or omission. It shall in no circumstances be liable for any indirect or consequential loss or damage incurred by Novartis in connection with the activities contemplated in this Agreement (such as a loss of profit or damage to the reputation of Novartis, etc.).

8.2 In any event, either Party's liability is limited to a maximum of the Fees set out in **Appendix 1**, excluding VAT. If no Fee was paid, the Consultant's liability is limited to the amount of all expenses paid under this Agreement.

9. Data protection

9.1 During the term of the Agreement, in the context of performing the Services, either Party may be processing the personal data exchanged under the Agreement. Personal data of individuals representing the Consultant 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) 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 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.

9.3 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;

[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.

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

(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 except 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,.

9.4 **The Consultant, and Service Provider if applicable ref. page 1, consents** to Novartis using his/her personal data he/she has provided as set out under Appendix 3.

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**"). Consultant 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 Consultant undertakes to keep accurate and transparent records to reflect transactions and payments. Should Consultant 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 Consultant will notify Novartis if Consultant 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 Consultant, Novartis has the right to terminate this Agreement with immediate effect by written notice. Consultant shall also notify the purchase decision-maker in said institution of the Consultant'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 with regard 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. 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 the venue where the Consultants has its residence, 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.

Novartis Healthcare A/S

Name: Hans-Henrik Christensen

Title: Public Affairs Manager, Denmark

Date: 04-Jun-2025 | 6:26:26 PM GMT

Signed DocuSigned by: Hans-Henrik Christensen FFB24A00B19543B...

Novartis Healthcare A/S

Name: Ann-Marie Olsson

Title: Head of Communications and Patient Engagement Denmark

Date: DocuSigned by: 06-Jun-2025 | 8:42:25 AM GMT

Signed 9F65083B0D0B46E...

NAME OF CONSULTANT

Name: Anja Skjoldborg Hansen

Title: Board Chairman of Brystkræftforeningen

Date: 07-Jun-2025 | 3:50:01 PM PDT

Signed DocuSigned by: 90DB13A8013C4A8...

NAME OF SERVICE PROVIDER, ON BEHALF OF CONSULTANT

Name: Katrine Sørensen

Title: Board Member of Brystkræftforeningen

Date: Signed by: 08-jun-2025 | 2:00:54 AM EDT

Signed 8E1280C800DE4E0...

Appendix 1: Description of the Services and Financial terms

Appendix 2: Expense Policy

Appendix 3: Consent form for the use of Personal Data

Appendix 1: Description of the Services and the Financial terms

I. Description of the assignment

Services	Patient testimonial on patient experience with breast cancer and Q&A at Folkemødet. Objective: Educational purpose for the audience One hour plenary session. Number of consulting hours: 1 hour session including 1 hour of prework and 1 hour of planning meeting. The session will be recorded and potentially be used for SoMe afterwards.
Date, time or duration of Services	June 13, 2025 from 10.00-11.00. See above for further details.
Name of Novartis contact	Ann-Marie Olsson, ann-marie.olsson@novartis.com

II. Approval of and rights to material etc.

The Project will **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. All such materials shall include the internal approval number from Novartis and cannot be altered in any way.

Novartis shall have the right to use the material developed for the performance of the Services, by the Consultant as follows:

- Distribution of presentations and material to participants in events as referenced in point I above, but not disclosing Confidential Information, and distribution of such to ENLI as required by ENLI rules for the industry.
- Internal use of presentations or material by Novartis.

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

- Is allowed by Novartis for its 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.

III. Financial terms

In consideration of the Services performed under this Agreement, Novartis agrees to pay the Consultant Fees in the amount of **DKK 1.092 (one thousand and ninetytwo)** per completed working hour, plus VAT, if applicable. Estimated number of working hours are 3 (1 hour service time and 2 hours of preparation time). The maximum amount payable by Novartis for the Services provided under this agreement is **DKK 3.276 (Three thousand two hundred and seventy six)**.

Invoicing conditions:

(a) The Consultant's invoice shall be paid by bank transfer within 60 days after receipt of a valid invoice.
(b) 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 your personal bank account in your country of residence or practice, including:
    (A) IBAN & Swift Code for European Consultants.
    (B) Your VAT number if applicable.
    (C) Novartis VAT number 20575786 and the Novartis contact person

(c) The invoice(s) must be sent to the following address: Novartis Healthcare A/S, Edvard Thomsens Vej 14, 3., 2300 Copenhagen S **and** e-mail: invoice.denmark@novartis.com. Please add PO-number xxx at your invoice.

Novartis 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 Novartis'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 Consultant's condition (flights lasting more than six hours shall be in Business class);

II. Travel costs of accompanying person, in the exceptional case Consultant 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 Consultant'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 Consultant upon provision of satisfactory invoices/requests for payment and itemized receipts, clearly detailing the nature of each expense claimed. Consultant will always comply with the applicable laws, codes of practice. The financial terms are described in **Appendix 1**.

Appendix 3 – Consent Form for the use of Personal Data

In the context of the Agreement, Novartis may use some of the personal data you the Consultant / Service Provider (the "**Data Subject**") provided for various purposes. For some of these purposes, Novartis may need to obtain your prior consent. The table below lists each of these purposes and allows you to consent or not to the use of your personal data by Novartis for each separate purpose.

IMPORTANT: Your consent is entirely voluntarily and you are under no obligation to consent. Even if you provide us your consent, you can subsequently withdraw consent at any time (although this will not affect the lawfulness of any use of your personal data prior to such withdrawal) by e-mail to: ann-marie.olsson@novartis.com

Novartis requires at least 30 (thirty) days from receipt of the Data Subjects' request for withdrawal of consent to process the request. Please note that if you do not provide us with your consent, or if you subsequently withdraw consent, we will not (no longer) be able to process the information for below specified purposes. The Data Subject agree that revocation of this consent will only affect the future use of the agreed purposes of processing statements, videos and photographs. It will not affect any action that Novartis has taken in reliance on this consent before receiving your revocation.

Data subject	Purpose of the processing	Types of personal data that will be processed	Tick if you consent
Katrine Sørensen (Service Provider)	The purpose of collecting this information is to handle this contract and plan and run the session. The health information and information on personal experiences related to the disease area is collected as it is the theme of the session.	**Please check the relevant types of data that will be collected**. ☒ Full name and contact information (phone, address, email) optional: if a caregiver is engaged. ☐ Demographic information (i.e. age, marital status) optional: if caregiver is engaged. ☒ Medical/health information including diagnosis information optional: if caregiver is engaged. ☒ Photographs and/or video footage including voice optional: if caregiver is engaged. ☒ Personal experiences related to the disease area. ☒ Financial Details ☐ Other: please specify _____	☐ I agree