Contract Number: 480369

CONSULTANCY AGREEMENT
(hereinafter "Agreement")

between

Patientforeningen HS Danmark
Holmevej 24
2860 Søborg
Denmark

VAT-ID-No. or Taxpayer-Identification-No.: 35497498

(hereinafter "Contractual Partner")

and

Boehringer Ingelheim International GmbH
Binger Strasse 173
55216 Ingelheim am Rhein
Germany

VAT-ID-No.: DE 811 138 149

(hereinafter „BI")

(each party hereinafter a „Party" and both parties collectively the „Parties").

For simplification purposes, the Agreement only refers to the male form ("he"), however, both genders are included.

Preamble

Contractual Partner is a voluntary, non-profit organisation of patients living with hidradenitis suppurativa and/or their families, whose activities involve group support, disseminating information about the disease and therapy options.

BI is a pharmaceutical company dedicated to researching, developing, manufacturing and marketing innovative pharmaceutical products that improve health and quality of life of patients. BI is interested in improving its products by working together with patients and taking their experience into consideration.

Contractual Partner has represented that it is willing and able to perform certain work in connection therewith and is desirous to render the same on terms and conditions as set forth below.

Therefore, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Scope of Services

1.1. Contractual Partner hereby declares that Mrs. Bente Villumsen (hereinafter "Consultant") shall undertake the performance of the services as specified below. Consultant is a representative of Contractual Partner and has experience and particular expertise in patient's live with hidradenitis suppurativa. Where BI processes data related to the health of Speaker, Contractual Partner agrees that the performance of the contract depends on Consultant providing his consent to the processing of health-related data attached as **Attachment 2**. Contractual Partner shall provide the signed document to BI.

1.2. The services cover the attendance and active participation at up to three "Virtual meetings to obtain input from patient representatives into hidradenitis suppurativa clinical trial design" in May to December 2020 comprising in total 6 working hours and 2 hours preparation and follow-up. During the meetings the Consultant shall provide the advice on the design of the planned BI hidradenitis suppurativa clinical trials

(hereinafter "Services").

1.3. The agreed dates for rendering the Services are binding.

1.4. In case that the Services will be cancelled partially or entirely or else the Services will not be provided (partially or entirely) as previously described in Section 1, BI will inform Contractual Partner immediately. In such cases BI will only remunerate Contractual Partner for services actually rendered with regard to the Services.

2. Consideration

2.1. For the Services Contractual Partner receives an hourly fee of EUR 50. Said fee shall be exclusive of value added tax which shall be added thereon, if applicable. A total fee of EUR 400 shall not be exceeded.

2.2. BI undertakes to make all payments due hereunder within thirty (30) days of receipt of an invoice by Contractual Partner detailing value added tax separately, if applicable, to the bank account designated by Contractual Partner. Invoices shall be made as specified in **Attachment 1**, which shall be modified in the event of a change in the applicable legal requirements.

2.3. If BI fails to make a payment which is due and payable, the Contractual Partner shall be entitled to interest, at a rate of 5 % (five percent) above the base rate (Deutsche Bundesbank). The date of the payment instruction shall be deemed to be the day of payment.

3. Confidentiality

3.1. During the performance of Services under this Agreement Contractual Partner may get information on clinical studies, development projects and certain information on BI products. In case BI considers such information as confidential ("Confidential Information") it shall inform Contractual Partner and the Consultant on the fact that such information and which information does qualify as Confidential Information. Contractual Partner and the Consultant shall treat all such Confidential Information in strictest confidence throughout the term and for 10 (in words: ten) years after expiry of the Agreement. BI may give a written permission for and shall not disclose such information to third parties.

3.2. Contractual Partner is obliged to return any Information immediately upon request of BI or upon termination of the Agreement at the latest. Received Information must be returned to BI, whereby no copies thereof may be retained by Contractual Partner.

3.3. If Information has to be disclosed to other members or staff members of Contractual Partner, Contractual Partner shall in advance impose on them the same obligations that apply to him. For any other disclosure to third parties the prior written disclosure of BI is mandatory.

3.4. The Contractual Partner shall not decompile, reassemble, reverse engineer or otherwise analyse any parts of the Confidential Information of BI without BI's explicit written consent.

3.5. Notwithstanding the foregoing, Contractual Partner and the Consultant will have no obligations with respect to any Confidential Information that (i) was in the possession of Contractual Partner or the Consultant prior to disclosure by BI, (ii) is publicly available or becomes publicly available through no fault of Contractual Partner or the Consultant or (iii) is verifiably obtained by Contractual Partner or the Consultant from a third party without being originated by BI.

4. Principles of the Services

4.1. The contact person at BI is Dr. Kimberley Kallsen, telephone no.: +49 (6132) 77-182401.

4.2. BI respects and adheres to Contractual Partner's neutrality and independence.

5. Anticorruption and disclosure of possible conflicts of interest

5.1. The Parties agree that in addition to any applicable law the relevant industry codices for the cooperation with patient groups, such as the German FSA Code of Conduct on the Collaboration with Patient Organisations, the EFPIA Code of Practice on Relationships between the Pharmaceutical Industry and Patient Organisations and any local implementation thereof for the country of Contractual Partner, will be respected in full.

5.2. Contractual Partner represents and warrants that it, its owners, directors, officers, employees, sub-contractors and agents will act in full compliance with any applicable antibribery anti-corruption laws and regulations, industry and professional codes of and will not offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly.

5.3. BI and Contractual Partner confirm that the performance of the Services shall be in line with the statutory aims and tasks of Contractual Partner. The Parties expressly agree that this Agreement is in no way linked with any sales activities (sales or promotion) or recommendation with respect to products of BI. This Agreement does not commit Contractual Partner, respectively its members or staff members, to accept or recommend services or product from BI. BI does expressly not expect any preference for its products (Principle of Separation).

5.4. Contractual Partner and the Consultant are required to disclose the existence of this Agreement or any other issue relating to BI in publications, speeches, lectures and other public statements, if the subject matter of the public statement is at the same time the subject matter of the contractual relationship or any other subject matter affecting BI.

5.5. Should the Consultant and/or a close family member be active in a committee that may be relevant for products of the BI group of companies (such as e.g. for reimbursement negotiations with health authorities/healthcare insurances, updates of scientific guidelines of medical societies or procurement decisions), the Consultant agrees to share this Agreement and/or its relevant credentials with such committee.

6. Transparency

Contractual Partner is aware of the fact and agrees that BI shall make publicly available its name and any honorarium or expenses paid as well as the nature of the support once a year according to the Codes mentioned under Section 5.1. Furthermore Contractual Partner shall mention the support provided by BI in its communication.

7. Publications

BI shall have the sole and exclusive right to publication of the results made under this Agreement.

8. Rights to Results

8.1. Should the work performed pursuant to this Agreement generate know-how or copyrightable material, it shall be passed on to BI automatically and at no additional charge for worldwide unrestricted use.

8.2. The entire copyrights and all other such rights of use as by law or international convention (e. g. design rights, title rights etc.) which subsist in the materials prepared pursuant to this Agreement (including but not limited to drafts and electronic formats thereof) shall be vested in BI, exclusively. Use by BI is unrestricted in terms of territory, time and way of exploitation, especially, but not limited to, publication, distribution, copying, and the right of making available, changes and amendments, editing, translation, synchronisation (where applicable), use and storage by way of printed and audio-visual material and electronic media (CD-ROMs, internet (e.g. as webcast transmissions) data bases and other electronic storage and transmission media.

8.3. BI shall also be entitled to use the materials in part and to assign its rights in full or in part to third parties. Aforementioned rights are included within the fee set out under Section 2.1. For any publication and disclosure by Contractual Partner or the Consultant the prior written consent by BI is mandatory.

8.4. All projects, data, experience and inventions resulting from the work pursuant to this Agreement shall become and remain the exclusive property of BI. BI thus retains without further payment all rights without restriction to worldwide commercial use of the relevant products and licences.

9. Pharmacovigilance

9.1. BI as manufacturer and marketing authorization holder of pharmaceutical products is responsible to collect and evaluate any available information in order to continuously monitor the safety of its products. In order to enable BI to comply with its world-wide regulatory reporting responsibility, BI needs the support of its contractual partners.

9.2. Definition of Adverse Event (AE). As used herein an "Adverse Event" or "AE" shall mean any untoward medical occurrence in a patient or participant in clinical study to whom a medicinal product of BI has been administered and which does not necessarily have a causal relationship with this treatment.

9.3. Adverse Event Reporting. The Speaker shall forward to BI within one (1) business day after receipt all information on products or compounds of the BI group of companies, Speaker becomes aware under this Agreement and by any means, on

a) all AEs,

a) all reports where the embryo or foetus may have been exposed to the medicinal product via mother or father with and without event and any AEs occurring in breast fed infants,

b) any report of lack of effect, medication error with/without AE, overdose with/without AE, abuse with/without AE, misuse with/without AE, drug-drug or drug-food interaction, suspected transmission of an infectious agent via a BI product, off label use (i.e. used outside registered indication) with/without AE,

c) any report of product complaints or falsified product associated with an AE,

d) any information where at least AE information after intake of a BI active substance/product by patient(s) is available, and all other information (e.g. about counterfeits) regarding a BI product that might lead to a risk for a patient.

9.4. Speaker shall forward all information listed under a) - e) above as it has been received, without screening, selection or further processing, either by fax or secure Email to the BI contact person defined in the „BI Pharma Country Distribution List" (see https://www.boehringer-ingelheim.de/unternehmensprofil/geschaeftspartner/pharmakovigilanz (Passwort Bis@fety)) indicating the date of receipt. Upon request of BI, Speaker shall provide BI with further information.

9.5. Upon BI's request, Speaker shall provide BI with further information on the AE report.

10. Term of the Agreement and Termination

10.1. This Agreement shall come into force and effect with its signature and shall terminate on December 31, 2020.

10.2. Both Parties retain the right to terminate the Agreement forthwith for good cause. Good cause may include but is not limited to a material breach of the contractual obligations by the other Party.

10.3. Termination shall always be made by written notice.

10.4. Sections 3, 5.5 and 8 shall survive termination of this Agreement.

11. Concluding Provisions

11.1. The invalidity of any provision of this Agreement or any loophole in this Agreement shall not affect the validity of any other provision hereof. The Parties undertake to replace the invalid provision or close the loophole in the Agreement with another provision which

legally reflects the originally intended commercial objectives of the Parties as closely as possible.

11.2. This Agreement sets forth the entire agreement between the Parties and supersedes all previous agreements, written or oral regarding the subject matter hereof. Amendments of this Agreement may only be made by mutual agreement and must be in written form. In case of inconsistencies between this Agreement and any attachment hereof, the terms of this Agreement shall prevail unless agreed upon explicitly that the attachment should prevail.

11.3. The Parties agree that each may execute this Agreement and any amendment thereof by: (i) a hand-written signature on a hard-copy document or (ii) an electronic signature (e.g., DocuSign®). Delivery by hardcopy, facsimile copy or electronically transmitted copy (e.g., Adobe PDF file format) of this Agreement and any amendment thereof shall be deemed valid and acceptable to the Parties.

11.4. This Agreement shall be governed exclusively by German law. In the event of any controversy or claim arising out of or relating to any provision of this Agreement, the Parties shall first try to settle those conflicts amicably between themselves. All disputes arising in connection with this Agreement, which cannot be settled amicably, shall be settled by the locally competent court for Ingelheim.

Date May 4, 2020

Boehringer Ingelheim International GmbH

i.V. Dr. Sonja Schmitt

i.V. Sylvia Franz

Date May 13, 2020

Patientforeningen HS

(Name of authorized signatory)

Agreed

Date May 13, 2020

Consultant

Bente Villumsen

Attachments

1. Attachment: Requirements for Invoices
2. Attachment: Consent to the processing of health-related data

1. Attachment

Requirements for Invoices

- Name and address of **contractual partner**
- Name and invoice address of **BI**
  Mariola Hammann, mariola.hammann@boehringer-ingelheim.com

  Boehringer Ingelheim International GmbH
  GBSC / Purchase to Pay / Accounts Payable
  HPZ 4547-02-03
  Binger Straße 173
  55216 Ingelheim am Rhein
  Germany
  VAT-ID-No.: DE 811 138 149

- Date of invoice
- Amount due and currency
- Contract Number: 480369
- Additional details required by applicable law for VAT purposes

2. Attachment
Consent to the processing of health-related data

I agree that BI can store data about my condition and care experiences including health-related data such as information about my diagnosis or medication(s). BI will use and share the data with other BI companies and service providers of BI in order to:

- Understand patient and caregiver needs and expectations;
- Deliver on patient and caregiver needs in BI trial and non-trial activities;
- Raise patient satisfaction with BI trials, medicines and support services;
- Enhance disease awareness and patient information;
- Support patient access to care and healthcare services;
- Understand and support the objectives of patient organisations.

Place/date: Sobarg, 13 May 2020

Name of Consultant: Bente Villumsen

Signature:

Data Protection Information

Your rights and how you can exercise them

You can withdraw your consent at any time with future effect.

You have the right to access the personal data concerning you processed by BI, to learn for what purposes your data has been processed and which BI companies and service providers of BI it was transferred to. Upon request, you can receive the data in a common and machine-readable format.

You may also request the deletion, correction or limitation of the processing of your data.

To exercise these rights, please contact us at datenschutz@boehringer-ingelheim.com. In addition, you can also contact any data protection authority in case of complaints or questions.

Data sharing

Some BI companies and BI contracted service providers can be established outside the EU. If your personal data is transferred to a BI company or service provider in a country that does not provide appropriate protection, you can request a copy of the contract or information how BI implemented the appropriate protection of personal data.

Retention period

Your data is stored for 15 years for the purposes specified above in the consent form.