

PATIENT ADVOCACY GROUP COLLABORATION AGREEMENT

CW3856106

If there are any terms in this Patient Advocacy Group Collaboration Agreement (the “Agreement”) that your PAG (as defined below) cannot agree to or promises you cannot make, please let the person who sent you this Agreement know as soon as possible and do not sign this Agreement. We suggest keeping a copy of this Agreement on file in case you would like to refer back to it.

§1 What is the purpose of this Agreement?

This Agreement describes the terms that apply if your PAG (defined below) is providing services to or else is collaborating with Bristol-Myers Squibb Danmark, a branch of Bristol-Myers Squibb AB Sverige (“BMS”) or any BMS Affiliate. It is important that you take the time to carefully read this Agreement, ask us any questions there may be and get legal advice, if appropriate. Then, sign the document and submit it back to BMS.

§2 Who is this Agreement between and how long will it last?

This Agreement is between BMS, Reg. No. 20315407 having an address at Hummeltoftevej 49, 2830 Virum, Denmark, and Colitis-Crohn Foreningen located at Nørregade 71-75, 1.th. - 5000 Odense C (the “PAG”). It will begin on the date of signature of this Agreement (the “Effective Date”) and will end 5 years thereafter unless either the PAG or BMS ends it earlier by notifying the other in writing before the services are rendered. PAG may designate a representative from the PAG to perform the services or collaborations, but may not transfer the PAG’s rights or obligations under this Agreement or have anyone else perform the services for the PAG.

You may also be asked to perform services or collaborations for a Company Affiliate, which may be located in another country. When you accept to provide services to Company Affiliates, the terms of this Agreement will also apply to those services or contributions.

For clarity, a **BMS Affiliate** is a business entity, which at any time directly or indirectly Controls, is under the Control of or is under the common Control of BMS. “Control” means the possession, directly or indirectly, of the power to direct the management of a business entity, whether through ownership of voting securities or otherwise.

§3 What services will the PAG perform?

The PAG has agreed to perform the services or project contributions described in the Statement of Work (“SOW”), which shall be governed by this Agreement.

It is important to note that BMS has requested this collaboration because BMS has a real need for the PAG’s expertise regarding patients with the applicable disease or disorder. BMS respects the PAG’s independence and this engagement is not intended to be an inducement or reward for endorsing or referring others to use BMS products.

§4 What will the PAG be paid?

BMS will pay the amounts listed in the SOW upon completion of the services or project. This amount has been determined to be the fair market value for the performance of the tasks at hand. If the services or project are cancelled prior to the performance, no payment will be made.

BMS will submit payment within a reasonable period of time after confirmation that the services or project have been completed. Unless the SOW states otherwise, the PAG is obligated to make any required tax payments for the amount BMS pays for the services and BMS will not withhold or make any tax payments on the PAG’s behalf.

§5 What about your travel expenses?



BMS will arrange for any necessary travel, lodging and meals on PAG's behalf. If You were to directly incur expenses, kindly note that such costs require BMS's approval and in any case should follow the BMS Travel and Expenses instructions provided in the applicable SOW. Note that You will be asked to provide original receipts for such costs.

§6 What is your PAG's relationship to BMS?

The PAG will be providing the services as an "Independent Contractor". This means that neither the PAG nor any of its representatives shall be considered Company employees, and as such will not be eligible to participate in or receive any benefits or have any rights or protections held by any BMS employees.

§7 Will you need to keep your interaction with BMS confidential?

The fact that the services or project contributions have been made is not confidential and in fact the PAG must be transparent about the payments it has received from BMS, and must ensure that this does not cause a conflict with any other obligations the PAG may have. Use of BMS and/or its Affiliates' names or use any of their trademarks is only permitted for such purposes. Any other use is not permitted unless you have prior written approval of BMS.

Additionally, BMS has obligations in some countries to publicly disclose all payments and agreements made with patient PAGs. As a result, BMS may disclose the information it believes is needed to comply with these rules. If BMS needs additional information to meet these obligations the PAG agrees to provide the required information promptly to BMS.

§8 Will the PAG need to keep the content of the services confidential?

Any documentation or information provided by BMS to perform the services shall be considered confidential information of BMS. Such documentation or information cannot be shared with anyone else or be used for any other purpose, except as required or explicitly permitted by applicable law. We expect the PAG to ensure that its representatives understand these requirements.

The PAG agrees not to provide BMS any of the PAG's confidential information or anyone else's confidential information. BMS does not want to receive such information and has no obligation to protect any of this information if it is provided to BMS.

§9 What if there is something new created as a result of your services?

As a result of being paid by BMS for the services and having access to BMS confidential information to perform the services, anything created by the PAG and its representatives is a "work for hire" (the "Creation(s)") and will be confidential information owned by BMS. BMS owns the Creations even if they are not protectable under patent or copyright law. If a Creation cannot be owned by BMS under the law, the PAG shall give BMS the exclusive right to use the Creation. Creations may include, but are not limited to, data, inventions, ideas, materials and reports created while performing the services.

There will be no additional payments for these Creations, and BMS is free to provide others the right to use the Creations. The PAG agrees to cooperate with BMS to obtain patents and waive any rights that the PAG may have in the Creations.

The PAG should not include in any Creations or use in the services any information or materials owned by the PAG or anyone else ("Third Party Materials"). If Third Party Materials must be used, the PAG must ensure that BMS has the right to use and share the Third Party Materials as needed for BMS to use and share the Creations.

For avoidance of doubt, this Agreement does not affect either party's pre-existing intellectual property rights used in connection to the services. This means that PAG and/or its representative(s) will continue to own any presentation slides or materials that that it provides to BMS in connection with the services.

§10 Could you be videotaped, audio recorded or photographed?

This is possible. In the case that BMS will videotape audio record or shoot photographs during the performance of the services or project contributions, BMS will request Your consent in the relevant SOW.

§11 What are additional promises the PAG makes to BMS in this Agreement?

The PAG promises to comply with all laws, rules, codes of conduct and regulations related to the services or project contributions performed. BMS may provide the PAG with additional policies or requirements that must be complied with to ensure BMS compliance with laws or regulations, and the PAG promises to do so.

The PAG promises that:

- If the services involve speaking to individuals or a group of people, that what its representatives will say is true, complete, accurate and not misleading.
- All of the PAG's representatives performing services for BMS under this Agreement and the SOW have agreed in writing to follow the terms of this Agreement and the SOW.
- The information provided on the information collection form(s) is accurate, particularly the information regarding active medical licenses that your representatives may have, whether the PAG or any of its representatives has been excluded from participating in any government programs, and whether the PAG or any of its representatives is a member of any formulary committee or other groups that may make decisions regarding BMS products.

§12 Will personal data about me (representatives of the PAG) be collected and processed?

Yes. BMS will collect, process and disclose Your personal data in the manner provided by the Information Collection Form.

§13 What if the PAG comes across safety information when performing the services?

You agree to notify BMS in writing of any "Adverse Events", "Other Reportable Events", and "Product Quality Complaints" as soon as possible and in any event within one (1) business day or three (3) calendar days after becoming aware, whichever is earlier. You also agree to cooperate with BMS to enable BMS to comply with applicable laws and regulations. You shall report the information to BMS contact for the receipt of safety information for the country where You are located. If a Company contact information is not provided for Your country, please use the relevant contact information for the United States. The reporting forms, definition of "Adverse Event", "Other Reportable Events", and "Product Quality Complaints" and other information can be found at www.globalbmsmedinfo.com.

§14 Ethical rules

Both parties are aware that ethical rules on the collaboration apply, as expressed in the ENLI Code valid at the time of a relevant SOW (currently found at: www.enli.dk).



In order to demonstrate their agreement, the Parties have executed this Agreement.

Bristol-Myers Squibb Denmark, branch office of Bristol-Myers Squibb AB **Colitis-Crohn Foreningen**

By: *Morten Juul Olesen*
Morten Juul Olesen (Mar 6, 2023 14:20 GMT+1)

By: *Benthe Bertelsen*
Benthe Bertelsen (Mar 7, 2023 01:06 GMT+1)

Name: Morten Juul Olesen

Name: Benthe Bertelsen

Title: Business Unit Director

Title: vice president - CCF

**PATIENT ADVOCACY GROUP
STATEMENT OF WORK
CW3856106**

This Statement of Work (the “SOW”) is entered into:

Effective as of:	06.03.2023 (the “SOW Effective Date”)
by and between:	Bristol-Myers Squibb Denmark, branch office of Bristol-Myers Squibb AB (the “Company”) and Colitis-Crohn Foreningen (“PAG”)
Pursuant to the Patient Advocacy Group Services Agreement (the “Agreement”)	
effective as of:	Upon Signature
by and between:	the Company and PAG (jointly the “Parties”)

This SOW outlines the specific details about the event or project in which you will participate or service You will provide. A new SOW will be signed every time you participate in a Company event or project and will expire upon completion of the project or event (unlike the Agreement, which is signed once and remains in effect until it expires). If you did not receive the Agreement, it is because we already have a signed copy on file. The terms and conditions of the Agreement are incorporated into this SOW by reference.

§1 What is the purpose of this document?

This SOW describes the terms and conditions that apply if you participate in any Company event or project. It is important that you take the time to carefully read this document, ask any questions that you may have, or get legal advice if appropriate. Then, sign the document and submit it back to Company.

§2 Choose an Item

Review of Patient Booklet

PAG’s contribution as described above will be referred to as the “Services”.

Activity	Hours/Minutes	Total Cost
Review of Booklet	5 Hours	0 DKK
Total	5 Hours	0 DKK

§3 What will you be paid?

The Company will not pay any fee to the PAG or any of its representatives under this SOW, however, the Company or its nominee will pay reasonable travel, hospitality and accommodation costs as necessary. As a reminder, neither the PAG or its representatives, as the case may be, shall incur expenses related to travel, hospitality and accommodation without the written pre-approval of the Company.

§4 Who are appointed contacts for the Services?

PAG: Benthe Bertelsen, coffina@hotmail.dk

Company: Anette Lorentzen, Anette Lorentzen

§5 Independence and transparency

One important main principle governing the Services is the importance of independence between the parties. The parties are in agreement of that the content of the SOW will be shared publicly as provided in the current version of the [ENLI Code], but also that it is allowed for either party to upon request share the contents of the Agreement of the SOW.

In order to demonstrate their agreement, the Parties have executed this Statement of Work as of the Effective Date of this SOW.

Bristol-Myers Squibb Denmark, branch office of Bristol-Myers Squibb AB **Colitis-Crohn Foreningen**

By: *Morten Juul Olesen*
Morten Juul Olesen (Mar 6, 2023 14:30 GMT+1)

By: *Benthe Bertelsen*
Benthe Bertelsen (Mar 7, 2023 01:06 GMT+1)

Name: Morten Juul Olesen

Name: Benthe Bertelsen

Title: Business Unit Director

Title: vice president - CCF
