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CONSULTANCY AGREEMENT

DATE: 2019-03-01

PARTIES:

- (1) **SHIRE DENMARK A/S**, a company with its registered office at Larsbjørnsstræde 3, 1454 København K ("Shire")
- (2) **Danmarks Bløderforening**, a **Patient Organisation** incorporated in Denmark, registered number 11802990, whose registered address is
Kompagnistræde 22, 2. sal, baghuset
1208 København K ("**Patient Organisation**").

RECITALS:

The Patient Organisation is willing and Shire desires the Patient Organisation to provide consultancy services on the terms set out in this Agreement.

OPERATIVE PROVISIONS:

1 THE SERVICES

- 1.1 The Patient Organisation shall provide to Shire the consultancy services described in the Schedule to this Agreement ("**Services**").
- 1.2 The Patient Organisation represents, warrants and undertakes that:
 - (a) the Services shall be performed in good faith and with reasonable skill and care and in accordance with Shire's specifications, as notified to the Patient Organisation from time to time;
 - (b) without prejudice to clause 1.2(a), the Patient Organisation shall be solely responsible for the manner in which the Services are performed;
 - (c) the Services shall be performed in compliance with all applicable laws, rules, regulations and industry standards and generally accepted best practices, including but not limited to the EFPIA (European Federation of Pharmaceutical Industries and Associations) Code as well as Shire's Code of Ethics (<https://www.shire.com/who-we-are/how-we-operate/policies-and-positions/code-of-ethics>);
 - (d) the Patient Organisation shall maintain at its own cost sufficient insurance to cover any liabilities arising under this Agreement including, but not limited to, third party employer's and professional liability;



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- (e) the Patient Organisation will immediately disclose to Shire any conflict of interest that arises in the Patient Organisation or any of its personnel providing the Services to Shire; and
 - (f) the Patient Organisation will provide all reasonable assistance as Shire shall require to enable Shire to resist any claim, action or demand brought against Shire as a consequence of any act, neglect, default or breach by the Patient Organisation or its personnel.
- 1.3 If the Patient Organisation is for any reason unable to perform or reasonably expects there to be a delay in the provision of the Services, the Patient Organisation shall promptly notify Shire of that fact, the reason for and the likely duration of such inability or delay. Shire shall not be liable to make any payment to the Patient Organisation in respect of any period during which the Services are not provided and Shire shall be entitled to terminate this Agreement by giving notice to the Patient Organisation in the event that such inability or delay subsists or is likely to subsist for a period of seven (7) days or more.
- 1.4 Shire is under no obligation to offer further contracts or services to the Patient Organisation nor is the Patient Organisation under obligation to accept such contracts or services if offered. The Patient Organisation is not obliged to make its services available to Shire except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations whatsoever.
- 1.5 In connection with the Services provided to Shire by or for the Patient Organisation under this Agreement, the Patient Organisation represents, warrants and covenants that neither the Patient Organisation nor any affiliate of the Patient Organisation nor any officer, employee or agent of the Patient Organisation (or any of its affiliates) has, nor shall it, offer, promise or give, or receive, any financial or other advantage in violation of the Bribery Act 2010 (UK) or Foreign Corrupt Practices Act 1977 (USA), as amended from time to time, respectively, or any comparable laws in any country from which or to which Services are provided by or for the Patient Organisation under this Agreement (collectively, "**Anti-Bribery Laws**") and the Patient Organisation and its affiliates shall each maintain procedures designed to prevent bribery falling within the Bribery Act 2010. The Patient Organisation further represents, warrants and covenants that no person employed by the Patient Organisation, and no person acting as agent of the Patient Organisation in connection with the Patient Organisation's obligations under this Agreement, is an official of the Government of any country (or of any agency of such government), and that no part of any monies or consideration paid to the Patient Organisation under this Agreement shall accrue for the benefit of any such official. For the purposes of enabling Shire to monitor its compliance with Anti-Bribery Laws, the Patient Organisation shall make available for audit by Shire or its designee, upon Shire's reasonable request at any time during the term of this Agreement, books, records and other documentation relevant to the Patient Organisation's business activities conducted pursuant to this Agreement.



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- 1.6 In the event that Patient Organisation becomes aware of or receives any safety information associated with the use of any Shire product (meaning any sign, symptom, or other event suggesting a Shire drug has had an unintended effect), Patient Organisation shall, as soon as possible, but in no event later than one (1) business day after becoming aware of such safety information, forward all available information to Shire at globalpharmacovigilance@shire.com.

Patient Organisation shall inform globalpharmacovigilance@shire.com if he/she becomes aware of any safety enquiries from any health authority, or any ad hoc safety information associated with the use of any Shire product.

2 F-TAX APPROVAL

A signed and dated copy of the Patient Organisation's approval for F-tax (Sw. *F-skatt*) is attached as Appendix 1. The Patient Organisation undertakes to maintain the approval for F-tax and shall every six months, if requested by Shire, present an abstract from the Swedish Tax Agency that proves that the Patient Organisation upholds its F-tax approval as well as pays income tax and social security contributions as stipulated by law.

3 FEE AND PAYMENT

- 3.1 In consideration for the provision of the Services, Shire shall pay to the Patient Organisation during the term of this Agreement a fee of DKK 344 Danish kroner (exclusive of Value Added Tax (VAT)), per hour engaged in providing the Services, to be capped at a total of DKK 2064 ("**Fee**"). 6 Hours meeting time x 1 participants.
- 3.2 In addition to the fee payable to the Patient Organisation, Shire will cover travel and accommodation costs for the Patient Organisation's representatives upon request, including doing all arrangements and bookings in advance. No other expenses or costs will be covered or reimbursed.
- 3.3 The Patient Organisation shall issue complete invoices monthly in arrear to Shire in respect of the fee and in any case no later than 90 days after the completion of the Services, which shall, subject to the requirements of clause 3.2, be payable within 60 days of the date of the invoice being received by Shire. The invoices shall state, where applicable, that the Patient Organisation is approved for F-tax and shall contain a valid Purchase Order number. All fee, due to the Patient Organisation will be paid in Danish kroner.

Shire reserves the right not to pay invoices received after 90 days following completion of the Services. The invoice shall be sent either by e-mail in pdf format or post, but not both, to:

By e-mail to: annica.yngvesson@takeda.com

**By post to: Shire Denmark A/S, Larsbjørnsstræde 3, 1454 København K
State Annica Yngvesson as reference on the invoice.**



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- 3.4 Any amounts paid by Shire to Patient Organisation for Services that have not been performed shall be refunded to Shire promptly after a reconciliation of fees has been performed by Patient Organisation.
- 3.5 The Patient Organisation shall maintain adequate records in respect of the time spent engaged in the performance of the Services and shall produce such records at the request of Shire.
- 3.6 The Patient Organisation agrees and undertakes that any person provided by the Patient Organisation to perform the Services shall remain an employee/member of the Patient Organisation and the Patient Organisation shall be responsible for payment of all remuneration payable to and benefits provided for any of its employees engaged in the performance of the Services, including payment of any income tax or other statutory charges. If (whether by operation of law or otherwise) the employment of any person providing the Services transfers to Shire or if any court of law or statutory body deems that Shire is the employer of any person providing the Services under this Agreement, the Patient Organisation shall offer re-employment to such person(s) and shall indemnify Shire and keep Shire indemnified against any claims, charges or liabilities (including but not limited to) income tax, VAT or other charges or compensation arising from or in relation to the employment by Shire of such person and the Patient Organisation shall forthwith on demand reimburse such sums in full to Shire. Shire shall be entitled to deduct any such sums owing to it from any payments due to be made by it to the Patient Organisation.
- 3.7 In the event social security contributions or similar costs would be imposed on Shire based on compensation paid for the performance of the Services, Shire shall, in consultation with the Patient Organisation, contest the obligation to pay such costs and/or fees unless Shire's tax advisors advise against that. Should the claim be contested, the compensation to the Patient Organisation shall be an amount equivalent to the compensation for the Services reduced by any such costs until the issue has been finally settled. Shire shall also be entitled to withhold and report preliminary income tax to the Tax Agency based on any amounts being paid to the Patient Organisation during this time. Should Shire, under a legally binding decision, be held liable to pay tax, social security contributions or similar costs (including potential tax surcharges), the Patient Organisation shall compensate Shire for these costs in accordance with clause 2.6 above. The compensation paid by the Patient Organisation shall not exceed the amount payable by Shire as compensation for the Services provided (exclusive of VAT). Should the decision be favourable to the parties, they shall co-operate to ensure that any tax, social security contributions and withheld preliminary taxes paid will be reclaimed and paid to the Patient Organisation.
- 3.8 Should the consultancy relationship be disregarded for tax purposes and Shire, as a result of this, not be entitled to deduct VAT imposed on the compensation for the Services, VAT shall not be paid on the compensation for the Services until the issue has



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been finally determined. Should a legally binding decision be obtained which ensures Shire the right to deduct VAT on the compensation, the Patient Organisation is entitled to retroactively debit VAT on compensation that has not been charged with VAT. Should Shire, under a legally binding decision, not be entitled to deduct VAT imposed on the compensation for the Services, the Patient Organisation shall refund VAT and similar costs (including potential tax surcharges) paid by Shire on compensation for the Services. If the Swedish Tax Agency determines that any VAT otherwise is or has been charged incorrectly by the Patient Organisation under or in connection with this Agreement, the Patient Organisation will immediately repay to Shire such amounts of VAT.

4 CONFIDENTIALITY

- 4.1 During the term of this Agreement and for a period of 15 years thereafter, the Patient Organisation shall maintain confidentiality in relation to all information, data and materials disclosed by or on behalf of Shire to the Patient Organisation or generated by or on behalf of the Patient Organisation in relation to the performance of the Services, this Agreement and Shire's and its affiliated companies' business ("**Confidential Information**").
- 4.2 The Confidential Information shall not be used by the Patient Organisation (or permitted by the Patient Organisation to be used by any person), without Shire's prior written consent for any purpose other than the proper performance of the Services. The Patient Organisation shall not without Shire's prior written consent disclose the Confidential Information to any other person, save as may be strictly necessary in order to perform the Services, and provided that the Patient Organisation first ensures that such third party is under a duty of confidentiality to the Patient Organisation to protect the confidentiality of the Confidential Information on no less onerous terms than as set out in this Clause. The Patient Organisation shall be responsible for any breach of this clause by its personnel or advisers.
- 4.3 The obligations of confidentiality set out in this clause 3 shall not apply to any Confidential Information to the extent that:
- (a) it is in the public domain or subsequently comes into the public domain through no fault of the Patient Organisation, or any of the Patient Organisation's directors, officers or employees;
 - (b) the Patient Organisation can prove by documentary evidence that the Confidential Information is legitimately in the Patient Organisation's possession at the date of disclosure or which subsequently comes into the Patient Organisation's possession without being subject to any obligation of confidentiality to Shire; or
 - (c) the Patient Organisation is directed to be disclosed by law or at the request of a governmental authority, but only to the extent that such disclosure has been so



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directed or requested, and provided that (wherever possible) Shire has been given sufficient advance notice of any such proposed disclosure in order to enable it to take appropriate measures to protect the confidentiality of the Confidential Information.

5 DATA PROTECTION

- 5.1 The Patient Organisation acknowledges that Shire will use some of the personal data that Patient Organisation will communicate to Shire relating to it (such as name, address, bank details, etc.), process and file them both for accounting and compliance purposes. The Patient Organisation hereby consents and shall procure that its personnel consent to the processing of such data by Shire in electronic and paper form.
- 5.2 Shire is required, pursuant to the EFPIA "Code on Disclosure of Transfers of Value Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations" to document and publically disclose details of payments (including fees, travel, accommodation and any out of pocket expenses) to healthcare professionals. Shire shall provide a separate consent form to the Patient Organisation for consent to such disclosure.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Patient Organisation agrees that all Confidential Information and other data and materials provided by Shire or generated by the provision of the Services shall be owned by Shire, and shall promptly be delivered to Shire at its request or upon expiry or termination of this Agreement for any reason.
- 6.2 The Patient Organisation agrees that all intellectual property rights arising from work performed in connection with the Services, including but not limited to inventions, patents, copyright, design rights, database rights and trade marks ("**Intellectual Property**") shall from the date of their creation vest in and be owned by Shire and neither the Patient Organisation nor any of its personnel or sub-contractors (if any) shall have any title, right or interest (whether legal or beneficial) in any such Intellectual Property. The Patient Organisation hereby irrevocably waives and shall procure that all its personnel and sub-contractors (if any) irrevocably waive all moral rights which he/she or they may have in any Intellectual Property arising from work performed in connection with the Services.
- 6.3 The Patient Organisation agrees to disclose all Intellectual Property to Shire and to assign it or procure its assignment to Shire or its nominee at no cost to Shire and to do such acts and things as may be necessary or desirable in Shire's view to vest such rights in Shire.



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7 TERM AND TERMINATION

- 7.1 This Agreement shall be effective from the date given above and shall remain in force (subject to earlier termination pursuant to this Clause) until its expiry on 2019-03-20.
- 7.2 Shire may terminate this Agreement on no less than thirty (30) days' notice in writing to Patient Organisation, in which case Shire shall be responsible for the Patient Organisation's Fees and Expenses reasonably incurred in the provision of the Services up to the date of termination.
- 7.3 Either party shall be entitled forthwith to terminate this Agreement by notice in writing to the other if:
- (a) that other party commits any material breach of any of the provisions of this Agreement and, in the case where the breach is capable of remedy, fails to remedy the same within thirty (30) days of receipt of notice from the party seeking to terminate, specifying the breach and requiring it to be remedied; or
 - (b) the other party compounds or makes arrangements with its creditors or is adjudged insolvent, bankrupt or goes into liquidation (other than for the purposes of a bona fide reconstruction) or has a receiver appointed over most of its property or assets.
- 7.4 The provisions of Clauses 2.5, 2.6, 3, 5 and 6 shall continue in force in accordance with their respective terms notwithstanding the expiry or termination of this Agreement.

8 NATURE OF RELATIONSHIP

- 8.1 The Patient Organisation shall not and shall procure that its personnel shall not without Shire's express prior written authority make representations to third parties about Shire's and its affiliated companies' business or enter into binding obligations with third parties on Shire's behalf, nor sign any documents on behalf of Shire nor hold itself out as having authority to do so.
- 8.2 Nothing in this Agreement shall constitute a partnership or joint venture between the Patient Organisation and Shire or render the Patient Organisation or its personnel an agent of Shire.
- 8.3 Shire shall not be vicariously liable for any acts or omissions of the Patient Organisation or any of its personnel.



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9 SUBSTITUTION

- 9.1 The Patient Organisation may provide any of its personnel to undertake work for and on behalf of the Patient Organisation in the provision of the Services subject to such personnel being agreed in writing with Shire. Any alternate personnel proposed by the Patient Organisation must have the necessary skills and experience to undertake the Services. Shire reserves the right at its absolute discretion to refuse to accept any particular personnel to provide the Services.
- 9.2 The Patient Organisation may assign, transfer or sub-contract all or any of its rights and obligations under this Agreement provided it obtains Shire's prior written consent. Shire's consent may be subject to such conditions as Shire may, in its absolute discretion, require.

10 OTHER PROVISIONS

- 10.1 Any variation to this Agreement is only valid if it is in writing and signed by or on behalf of each party.
- 10.2 The Schedule to this Agreement shall form part of and shall be deemed to be incorporated into this Agreement.
- 10.3 Any notice given under this Agreement shall be in writing and delivered or sent by registered or recorded delivery post or by courier to the address of the party shown above or such address as may have been notified in writing to the other party.
- 10.4 This Agreement contains the whole agreement between the parties and supersedes all previous agreements and understandings between the parties with respect to the same subject matter.
- 10.5 The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.6 A person who is not a party to this Agreement shall have no right to enforce any of its terms.
- 10.7 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

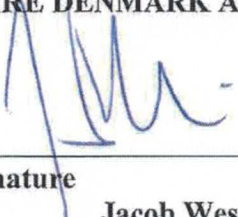


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10.8 This Agreement and the obligations of the parties shall be governed by and construed in accordance with the laws of Sweden.

EXECUTED as an Agreement by an authorised representative of each party on the date first written above.

Signed for and on behalf of
SHIRE DENMARK A/S



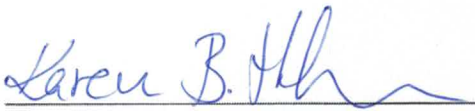
Signature
Jacob Westin

Print Name
Director

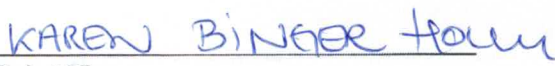
Title
2019-03-04

Date

Signed for and on behalf of



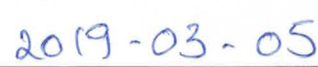
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Print Name



Title



Date

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THE SCHEDULE

The Services

The Patient Organisation shall provide the following services to Shire:

- (i) The Patient Organisation shall appoint 2 persons speaking English from the Patient Organisations to participate in workshop about Joint bleeds and technical solutions to support persons with Hemophilia A. The Advisory Board will take place on March 20 between 10.00 – 16.00 at Shire Office at Vasagatan 7, 111 20 Stockholm;
- (ii) Shire will book and pay for the travels associated with Ad Board.
- (iii) Shire will pay a fee to the Patient Organisation according to Fair Market Value for the Services Provided under this Agreement;
- (iv) And such other services as the parties may agree from time to time.

APPENDIX 1

Patient Organisation's approval for F-tax (Sw. F-skatt)