

CONSULTANCY AGREEMENT

between

F. Hoffmann-La Roche Ltd

(hereinafter "Roche")

and

FISEVI - Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla

(hereinafter referred to as "Institution")

Providing services hereunder through **Dr. Maria Jesus Pareja Megia**

(hereinafter referred to as "DR. PAREJA")

Whereas Institution through DR. PAREJA possesses recognized medical and scientific expertise in the field of Pathological Anatomy.

Whereas Roche is interested in such expertise for the provision of certain services.

Therefore, Institution and Roche agree as follows:

1. Services and Term

1.1 Roche herewith entrusts Institution to provide services through DR. PAREJA during the term of this Agreement. DR. PAREJA has been selected to perform the activity/activities specified in the table below (the "Activity") on the basis of DR. PAREJA's relevant experience and expertise mentioned above:

Activity Title:	Digital Payer Awareness Campaign Consulting
Date of Activity:	November 2 - December 9, 2020
Activity objective and description:	<p>The objective of this activity are:</p> <ul style="list-style-type: none">• 1st workshop (2 hours): Co-creation of focus content categories to increase knowledge about CGP & 'easy way to consume content'.• Desk research (1 hour) - individually between first and second co-creation session: Review of existing content on campaign website.• 2nd workshop: (2 hours): Co-creation of detailed content by defined focus category & 'easy way to consume content'.• Interview (1 hour) - individually around end of November: Review and feedback about co-created campaign website and banners.

DR. PAREJA's Role:	██████████
Venue:	██████
Roche Internal Ref #:	██

- 1.2 Institution shall procure that DR. PAREJA will personally execute the mandate. Roche reserves the right to review and approve any presentation prepared by DR. PAREJA for conformity with compliance requirements before distribution/presentation.
- 1.3 Roche may request Institution to perform further activities for Roche in addition to the Activity during the term of this Agreement ("**Further Activity**") which may include but not be limited to Advisory Board meetings, speaker engagements, and consultancy services. The parties agree that for the performance of such Further Activity the parties will execute a statement of work which will be in substantially the same form as the table at clause 1.1 above (a "**Statement of Work**"). Each Statement of Work will incorporate the terms of this Agreement and will form an integral part of this Agreement. Roche is not obliged to offer any Further Activity (or a minimum number of Further Activity).
- 1.4 The parties acknowledge and understand the services herein have been performed. Due to an oversight an agreement was not put in place contemporaneously. Accordingly, the term of the present Agreement shall be as from November 2, 2020 and will remain in force for a period of two (2) years. Thereafter it can be extended by mutual written agreement. All services are subject to early termination according to section 12, e.g. in case of changes in development timelines for affected compounds.
- 1.5 All Appendices form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement.

2. Compensation

- 2.1 Roche agrees to compensate Institution for providing the services under this Agreement as follows:

Roche will compensate Institution for the services provided under this Agreement as specified in the table(s) under 2.1 below. The parties agree that this compensation constitutes fair market value for the services to be rendered by Institution through DR. PAREJA and is in line with the applicable regulations in its country. Institution agrees that any pre-work reading and preparation, ad hoc clarifying questions and one-to-one conversations are included in the scope and also in the total compensation of this Agreement and are not paid for separately neither as compensation nor as expense reimbursement. This compensation is inclusive of any fees or charges required by Institution. The amounts are inclusive of all taxes, but exclusive VAT. VAT may be charged by Institution, if chargeable in accordance with applicable tax laws.

Activity:	Digital Payer Awareness Campaign Consulting Activity Time - 6 hours
Compensation:	Total maximum compensation: 1,800.00 EUR Hourly rate: 300.00 EUR

For services of shorter or longer duration, the total compensation will be adapted pro rata.

In respect of any Further Activity, the applicable Statement of Work will identify compensation payable in respect of such Further Activity performed pursuant to such Statement of Work.

2.2 If applicable, Roche will reimburse Institution for reasonable travel and other out-of-pocket expenses of DR. PAREJA (at cost with no accounting, handling and/or management surcharge) incurred in connection with this Agreement and any Statement of Work subject to receiving a completed invoice form (to be provided by Roche) and accompanying proof of purchases (e.g. original receipts) for all expenses. DR. PAREJA will fly economy class. If allowed under the applicable regulations in DR. PAREJA's country, DR. PAREJA will fly business class for inter-continental flights, e.g. North America to Europe. In either case, the lowest current available airfare will be used in selecting the airline. For the avoidance of doubt, any up-grades in travel arranged by Institution or DR. PAREJA will be at Institution's or DR. PAREJA's own expense.

3. Payment

3.1 If applicable, upon receipt of the signed Agreement or applicable Statement of Work and once the services have been rendered, Roche will forward Institution an invoice form which references the appropriate Roche purchase order number. Should the Activity and/or any Further Activity involve consultancy services which exceed 10 hours in a quarter, the invoice form will hold an appendix, which requires a full breakdown of hourly consultancy throughout the quarter. Payment will be delayed without the provision of this breakdown. Institution will submit the invoice and accompanying proof of expenses immediately after receipt of the form but no later than within 30 days from receipt of the form to enable Roche to comply with its obligations arising under applicable law, code or regulation, with regards to transparency.

3.2 Hard copy invoices quoting the appropriate purchase order and line items can be sent to:

F. Hoffmann-La Roche Ltd

[REDACTED]
[REDACTED]
[REDACTED]

Switzerland

or a scanned version of the signed invoice with receipts (if any) can be sent by email to

[REDACTED]

3.3 Roche will pay invoice after receipt of the invoice and correct banking details, but no later than 30 days upon receipt, via bank transfer, into the bank account indicated in the address and bank detail file after receipt of the signed invoice form. . Should Roche not obtain the full and correct bank details of Institution via the separate address and bank detail file, payment may take longer. To process any payments to Institution, Roche will need Institution's physical address and bank details, if the payment is to be made to the institution where DR. PAREJA is active. Notwithstanding the foregoing Roche shall not make any payment into a bank account that is in a different country/jurisdiction than Institution's physical address. The appropriate address and banking details are as follows:

Name of Account Holder	FISEVI - Fundación Publica Andaluza para la Gestión de la Investigación en Salud de Sevilla
Street Address of Account Holder	[REDACTED]
City, Postal Code, and Country	[REDACTED]

Bank Account Number	[REDACTED]
IBAN code (for European residents)	[REDACTED]
Bank ID, e.g. Clearing Number or Sort Code (for all other residents)	[REDACTED]
Swift Code	[REDACTED]
Bank Name	[REDACTED]

4. Data, Results and Intellectual Property

- 4.1 All data and results (including but not limited to copyrights) which arise or are elaborated by Institution through DR. PAREJA for Roche under this Agreement will become the exclusive and unburdened property of Roche and will be delivered to Roche at any time upon Roche's request or upon termination of this Agreement, in whatever way termination arises. Any exploitation of these rights by Roche or Roche's designee does entitle neither Institution nor DR. PAREJA to any payment or indemnity whatsoever other than the compensation described in this Agreement or related Statement of Work.
- 4.2 Should any inventions and/or improvements result from the services rendered under this Agreement, Roche shall be entitled, without any payment or indemnity whatsoever to Institution and DR. PAREJA other than the compensation described in this Agreement or related Statement of Work, to file in its own name relevant patent applications, and the said inventions and improvements will become and remain the unburdened property of Roche. Roche has the free right to use such inventions and/or improvements for research, development or commercial activities.
- 4.3 Institution agrees to render and shall procure that DR. PAREJA renders Roche all requested assistance including but not limited to the execution of the signatures, papers and documents necessary for obtaining patents.
- 4.4 Institution represents that at the date of the execution of this Agreement, no inconsistencies exist between this Agreement and any of its policies that might apply to DR. PAREJA and that, if any such inconsistencies arise during the term of this Agreement, Institution or DR. PAREJA will promptly inform Roche in writing and Roche will have the right immediately to terminate this Agreement in such event. Institution shall procure that DR. PAREJA will provide all services hereunder outside the course of DR. PAREJA's activities on behalf of of the Institution and that no Institution resources are used for the provision of DR. PAREJA's services hereunder.
- 4.5 Institution further agrees that it will not receive any compensation or assistance from the government on subject items covered by this consultancy for Roche.
- 4.6 The provisions of this Article 4 shall survive termination of this Agreement.

5. Right of use

- 5.1 Institution agrees to allow and shall procure that DR. PAREJA allows Roche to use Institution's or DR. PAREJA's (as applicable) material from any presentations held under this Agreement (e.g. slides and abstracts) for any future activities. Institution confirms that any such presentation material does not include any copyright or other material for which Institution or DR. PAREJA (as applicable) do not have permission to distribute for further use.

- 5.2 Institution and DR. PAREJA will use any slides and/or other material provided by Roche only for the purpose of the services under this Agreement or as otherwise agreed upon with Roche in writing.
- 5.3 In case of any filming and/or recording, this Agreement provides Roche with full usage rights for all of the film and recorded footage with regards to DR. PAREJA obtained during the specified Activity (the "Film and Recorded Materials"). The Film and Recorded Materials may be used by Roche and/or its contracted agencies. Institution consents and shall procure that DR. PAREJA consents to the following with regards to the Film and Recorded Materials:
- a. Institution consents and shall procure that DR. PAREJA consents to the filming and voice recording of DR. PAREJA's person and all necessary permissions for the on-going use of all Film and Recorded Materials in any format and for any purposes, including but not limited to publication, distribution, reproduction, storage and exhibition and herewith confirms that DR. PAREJA voluntarily discloses DR. PAREJA's views and experiences to Roche.
 - b. Institution accepts and shall procure that DR. PAREJA accepts that the Film and Recorded Materials will be used as Roche finds appropriate and that neither Institution nor DR. PAREJA will have the right to review or require changes to any use of the Film and Recorded Materials. Institution acknowledges and shall procure that DR. PAREJA acknowledges that neither Institution nor DR. PAREJA will be contacted further regarding the use of the Film and Recorded Materials unless Institution or DR. PAREJA has explicitly specified otherwise.
 - c. As applicable, Institution or DR. PAREJA assigns the entire copyright and all other rights of whatever nature in the Film and Recorded Materials to Roche.
 - d. Personal data related to the Film and Recorded Materials may be transferred across national borders and may be accessed by Roche affiliated companies and contracted third parties in countries with different laws providing varying degrees of protection for DR. PAREJA's personal data. Regardless of where the personal data may be accessed, Roche will comply with local laws and regulations pertaining to data collection and use.
 - e. Institution confirms that it and DR. PAREJA have been adequately informed about the global use of DR. PAREJA's personal data and the Film and Recorded Materials within the aforementioned purposes and especially about the possible transfer of such data into countries with a lower data protection level and that DR. PAREJA has taken a free decision to this respect.
- 5.4 DR. PAREJA agrees that Roche and/or its contracted agencies can contact DR. PAREJA for the purpose of running surveys on the activity described in this Agreement or related Statement of Work.
- 5.5 The provisions of this Article 5 shall survive termination of this Agreement.

6. Confidentiality

- 6.1 During the validity of this Agreement and for a period of ten (10) years thereafter, Institution shall keep in strict confidence and shall procure that DR. PAREJA keeps in strict confidence all scientific, business and other information received from Roche during the term of this Agreement, whether related to an Activity and/or Further Activity or not, or obtained in connection with Institution's services under this Agreement ("Confidential Information"). Institution and DR. PAREJA will treat all Confidential Information in the same manner as they

would treat their own proprietary information and will make no use of such information other than for the services under this Agreement,

- unless such Confidential Information is general public knowledge or becomes general public knowledge through no fault of Institution or DR. PAREJA, or
- unless such Confidential Information was in Institution's or DR. PAREJA's possession on a non-confidential basis prior to its receipt thereof, or
- unless such Confidential Information is received by Institution from any third party for use or disclosure without any obligation to Roche, or
- unless such Confidential Information can be shown independently developed without the use of any of the Confidential Information of Roche, or
- unless Institution or DR. PAREJA is required by law or court order to disclose any Confidential Information, in which case Institution or DR. PAREJA (as applicable) will: (i) provide Roche with prior written notice and a reasonable opportunity to seek a protective order; (ii) disclose only that Confidential Information required to comply with the legal requirement; and (iii) continue to maintain the confidentiality of this Confidential Information with respect to all other third parties.

6.2 Institution guarantees and takes any possible steps to the effect that any of its other staff involved in the provision of the services hereunder will be under the same secrecy obligation.

6.3 Institution and DR. PAREJA will, upon Roche's request, promptly return or destroy all documents and material made available to Institution and/or DR. PAREJA.

6.4 As the Roche Group adheres to a multitude of global, regional and local rules and regulations and best industry practices and standards (including but not limited to e.g. U.S. Sunshine Act, EFPIA Disclosure Code), the Roche Group is collecting data of any arrangements similar to this Agreement in an internal register and reserves its right to disclose information regarding the subject matter of this Agreement including but not limited to any consideration and compensation and its amount or value, the recipient, the purpose and the date of the support, where and when required or advisable. If and to the extent data protection laws and regulations require the consent of an individual data subject for disclosure on an individual basis, the respective Roche local affiliate will seek such consent via a separate form. In such cases, Roche will not disclose data on an individual basis unless such consent was provided.

6.5 The provisions of this Article 6 shall survive termination of this Agreement.

7. Publications

7.1 Roche shall have the right to publish any paper, make any presentation or utilize data including but not limited to results generated under this Agreement in whatsoever way and for whatever purpose it chooses without the prior agreement or notification of Institution or DR. PAREJA.

7.2 Institution and DR. PAREJA shall have no right to publish any paper or make any presentation which utilizes data generated under this Agreement without the prior written consent of Roche. Institution and DR. PAREJA shall not issue a press release that references any Protocol or Study conducted by Roche, or that uses Roche's name, logo or trademarks without the prior written permission of Roche.

7.3 The provisions of this Article 7 shall survive termination of this Agreement.

8. Competence and Conflicts of Interest

Institution warrants and represents that it has the full right and authority and has obtained all the necessary permissions to enter into this Agreement and that neither Institution nor DR. PAREJA have any obligations or commitments inconsistent with this Agreement and/or performance hereunder. Specifically, Institution herewith declares that its activities under this Agreement and the Agreement itself are not in violation with any rules, laws or the terms of any other agreement previously entered into between Institution or DR. PAREJA and any third party. In addition, Institution is required to disclose to Roche any other conflicts of interest.

9. Transparency

9.1 Institution shall procure that whenever DR. PAREJA writes or speaks in public about a matter that is subject of this Agreement, DR. PAREJA should disclose the fact that DR. PAREJA provides, or has recently provided, consultancy services to Roche, as appropriate.

9.2 Institution warrants and represents that in the event DR. PAREJA is a member of a committee that sets formularies or develops clinical guidelines, Institution and/or DR. PAREJA (as applicable) shall disclose to such committee the existence and nature of this consulting arrangement with Roche for at least two (2) years beyond the expiration or termination of this Agreement.

9.3 Institution warrants and represents to comply and shall procure that DR. PAREJA complies with any applicable laws, regulations or rules of professional conduct that oblige it and/or DR. PAREJA to disclose or report any transfers of value provided under this Agreement.

10. Indemnification

10.1 Institution agrees to indemnify and hold Roche, its officers, directors, employees, agents and affiliates harmless from and against any and all losses, reasonable costs (including attorney fees), damages and liability (collectively "**Damages**") resulting from any third party claims, actions and suits, arising out of or resulting from its and/or DR. PAREJA's (as applicable) negligence or willful misconduct relating to Institution's or DR. PAREJA's performance under this Agreement, except to the extent that such Damages are due to the negligence or wrongful act(s) of Roche.

10.2 Roche agrees to indemnify and hold Institution harmless from and against any and all Damages resulting from any third party claims, actions and suits arising out of or resulting from Roche's negligence or willful misconduct relating to its performance under this Agreement, except to the extent that such Damages are due to the negligence or wrongful act(s) of the Institution or DR. PAREJA.

10.3 Institution agrees to secure and maintain adequate insurance of comprehensive general liability. Upon request, Institution shall forward to Roche a certificate evidencing such insurance (or an according letter of self-insurance).

10.4 The provisions of this Article 10 shall survive termination of this Agreement.

11. Miscellaneous

11.1 Independent contractor. Institution's and DR. PAREJA's status with Roche shall be at all times during the term of this Agreement that of an independent contractor. Roche is not responsible

for withholding, and shall not withhold, taxes of any kind from any payments it owes the Institution. The Institution agrees to comply with all laws related to payment of income and employment taxes related to the services hereunder. Further, as an independent contractor, neither Institution nor DR. PAREJA are eligible to participate in, or are they eligible for coverage under, any of Roche's benefit plans, programs, employment policies or procedures or workers' compensation insurance. In consideration of Roche agreeing to use the services hereunder, Roche will be released from any liability arising from its failure to provide such plans, programs, policies, procedures and workers' compensation insurance.

- 11.2 No authority. No party shall have the authority to bind or obligate the other party to this Agreement in any matter without the other party's written approval. Nothing in this Agreement shall be construed to give the Institution or DR. PAREJA the power or authority to be an agent of, or to act or make representations for Roche.
- 11.3 Compliance with laws. Institution shall comply and shall procure that DR. PAREJA complies with all applicable laws, regulations, industry codes, permits and consent orders and it will act and shall procure that DR. PAREJA acts in a proper and ethical manner. Notwithstanding anything to the contrary contained herein, Roche may terminate this Agreement immediately in the event that Institution or DR. PAREJA breaches the terms of this Article.

For the avoidance of doubt, Roche neither seeks nor expects Institution or DR. PAREJA, or those with whom Institution or DR. PAREJA interacts or practices, to purchase, prescribe, administer, recommend or supply any Roche product as a result of the services to be provided under this Agreement.

- 11.4 Data processing. Institution acknowledges and shall procure that DR. PAREJA acknowledges that in the course of conducting business with Institution and DR. PAREJA, Roche intends to maintain data in an internal database and process data related to DR. PAREJA as further described in Appendix 1 to this Agreement. By signing this Agreement Institution acknowledges and shall procure that DR. PAREJA acknowledges having taken notice of Appendix 1.
- 11.5 Entire Agreement. This Agreement embodies the entire understanding among the parties hereto. Except for changes in venue, location or time of the event as defined in Article 1 above, no amendments, changes, modifications or alterations of the terms and conditions of this Agreement shall be binding upon either party hereto unless in writing and signed by both parties.
- 11.6 No Assignment. Neither party shall have the right to assign this Agreement or any part thereof to any third party without prior written approval of the other party. However, all companies affiliated to Roche shall not be deemed to be third parties within the meaning of this provision.
- 11.7 Severability. If any of the provisions of this Agreement are held to be void or unenforceable, then such void or unenforceable provisions shall be replaced by valid and enforceable provisions which will achieve as far as possible the economic business intentions of the parties. However the remainder of this Agreement will remain in full force and effect, provided that the material interests of the parties are not affected, i.e. the parties would presumably have concluded this Agreement without the unenforceable provisions.
- 11.8 No waiver. The failure by either party to require strict performance and/or observance of any obligation, term, provision or condition under this Agreement will neither constitute a waiver thereof nor affect in any way the right of the respective party to require such performance and/or observance. The waiver by either party of a breach of any obligation, term, provision or

condition hereunder shall not constitute a waiver of any subsequent breach thereof or of any other obligation, term, provision or condition.

- 11.9 Electronic Signature. The parties agree that execution of this Agreement and a Statement of Work under this Agreement by e-Signatures (as defined below) shall have the same legal force and effect as the exchange of original signatures.

Pursuant to this Agreement, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) the technology or process used to make the signature is under the sole control of the person making the signature; (c) the technology or process can be used to identify the person using the technology or process; and (d) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

- 11.10 Safety Report. If in the course of the activity/activities covered by this Agreement, should DR. PAREJA become aware of suspected Adverse Event / Special Situation reports associated with the use of a Roche medicinal product, this should be reported to the Roche Drug Safety department (http://www.roche.com/products/local_safety_reporting.htm) within one business day. Special situation shall be understood as pregnancy, breastfeeding, lack of efficacy, overdose, misuse, abuse, off-label use, medication errors, occupational exposure, suspected transmission of an infectious agent via a medicinal product, death, quality defect or falsified medicinal product.

12. **Early Termination**

This Agreement and/or any Statement of Work hereunder may be terminated by Roche at any time and for any reason upon reasonable prior notice. In the case of early termination of this Agreement by Roche or cancellation of any event by Roche, Roche will reimburse Institution for any agreed upon activity actually performed by DR. PAREJA up to the date of termination.

13. **Debarment / Other Sanctions**

- 13.1 Institution warrants and represents that neither Institution nor DR. PAREJA has never been debarred, sanctioned, suspended, excluded, or otherwise declared ineligible from any state, federal or government agency or program and that DR. PAREJA's medical license or applicable certification has never been revoked or suspended.
- 13.2 In the event that during the term of this Agreement Institution or DR. PAREJA (i) becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible; or (ii) receives notice of an action or threat of an action with respect to any such debarment, suspension, exclusion, sanction, or ineligibility, Institution agrees to immediately notify Roche. Institution also agrees that in the event that it or DR. PAREJA becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible, Institution shall immediately cease and shall procure that DR. PAREJA immediately ceases all activities relating to this Agreement.
- 13.3 In the event that Roche receives notice from Institution or DR. PAREJA or otherwise becomes aware that (i) a debarment, suspension, exclusion, sanction, or declaration of ineligibility action has been brought against Institution or DR. PAREJA; or (ii) Institution or DR. PAREJA has been threatened with a debarment, suspension, exclusion, sanction, or ineligibility, then Roche shall have the right to terminate this Agreement immediately.

14. Applicable Law and Jurisdiction

The terms of this Agreement shall be interpreted and construed in accordance with the laws of Switzerland. In case of controversies which cannot be settled amicably, the matter shall be brought before the competent courts of Basel-City, Switzerland which shall have the exclusive jurisdiction.

Basel,

22 January 2021

Date

F. Hoffmann-La Roche Ltd

Foundation Medicine

Perso

25 January 2021

Sevilla,

19 de enero de 2021

Date

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Read and acknowledged (including
Appendix 1 "Notice Regarding
Processing of Personal Data")
Sevilla,

19 de enero de 2021

Date

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