

CONSULTANCY SERVICES (ADVISORY BOARD) AGREEMENT

This agreement (“**Agreement**”) is entered into as of *February 8th 2024* (“**Effective Date**”) by and between

Atopisk Eksem Forening, a legal entity organized under the laws of Denmark, with CVR number 3373 6665 and with registered office at Hvidovrevej 108, 1. Tv., 2650 Hvidovre, Denmark; hereinafter, the “Patient Organization”.

and

ALMIRALL, S.A, a legal entity organized under the laws of Spain and with registered office at Ronda de General Mitre 151, 08022, Barcelona, Spain, with VAT number A58.869.389; hereinafter, “**Almirall**”.

WHEREAS

- I. Almirall is a pharmaceutical company engaged in the development, manufacturing and commercialization of, among others, pharmaceutical products related to the therapeutic area(s) or disease(s) described in Exhibit 1 to this Agreement;
- II. The Patient Organization has a broad experience and knowledge in such field; and
- III. The parties are interested in the provision by the Patient Organization to Almirall of the services described in Exhibit 1 hereto (hereinafter the “**Services**”), based on this experience and knowledge, and under the following

TERMS AND CONDITIONS

1. Services

- a. Performance of the Services. The Patient Organization shall provide the Services to Almirall:
 - using any information and data disclosed by Almirall for the performance of the Services;
 - pursuant to any instructions of Almirall, if any; and
 - in compliance with all applicable laws and regulations, the EFPIA code and the code of the relevant local EFPIA association, if any (hereinafter the “**Local Association Code**”), including, but not limited to, any regulations on personal data protection and promotional activities. Any information presented by the Patient Organization in the performance of the Services shall be accurate, balanced, reliable, fair, objective, clear and comprehensible.
- b. Deliverables. The Patient Organization shall provide the deliverables described in Exhibit 1 to Almirall.
- c. Independence. The independence of the Patient Organization and its members shall be always respected. The Patient Organization’s relationship with Almirall under this Agreement shall be that of an independent contractor, and nothing in this Agreement or the arrangements for which it is made shall constitute the Patient Organization and/or its members, as employees, partners, representatives, or agents of Almirall. 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 Almirall or its Affiliates.

- d. EFPIA Principles. The parties confirm to observe the principles of transparency, integrity, respect and keeping patients at the heart of what they do, as well as the “Working Together with Patients” principles.
- e. Non-promotion scope. Direct or indirect promotion of a particular medicinal product is expressly excluded from the scope of this Agreement.

2. Fees and expenses

- a. Fees. The fees for the full performance of the Services are described in Exhibit 1 (the “**Fees**”). The Fees are the entire gross remuneration for the performance of the Services and cover the performance of and/or the participation in any activities required for their execution (including pre-work, briefings, work, attendance to meetings, reviews, etc.).
- b. Expenses. Parties agree that Almirall will bear any travel, meals and accommodation costs which are reasonable and necessary for the performance of the Services, if any. Almirall will pay for such costs directly to the relevant service providers and not to the Patient Organization. Only in exceptional cases, and if previously agreed between the parties, Almirall will reimburse the expenses directly incurred by the Patient Organization, provided that the Patient Organization has provided to Almirall a copy of the relevant supporting documents and that such expenses are reasonable and in line with applicable laws, the EFPIA code and the Local Association Code. The submission of the supporting documents to Almirall later than 30 days after the provision of the Services or any other extended period agreed between the parties, may result in non-payment.
- c. Payments. The payments described above shall be made to the Patient Organization upon the complete performance of the Services, within the payment term indicated in Exhibit 1, by bank transfer to the bank account owned by the Patient Organization which is indicated in the invoice. Payment will be made by Almirall or, if indicated in Exhibit 1, by one of its services providers. Payment of the fees to the Patient Organization by an Almirall service provider, will discharge Almirall from its obligation to pay the fees. The invoice issued by the Patient Organization shall include any applicable taxes.
- d. Reimbursement of Fees. If, for any reason, the Fees are exceptionally paid by Almirall to the Patient Organization prior to the provision of the Services and the Patient Organization is finally not able to provide the Services to Almirall, totally or partially, the Patient Organization shall reimburse the Fees, or the proportional part thereof, for the non-provided Services.
- e. Non-inducement. The parties acknowledge that any transfers of value made under this Agreement to the Patient Organization shall never constitute in any way an inducement to, or reward for, recommending, taking any favourable decisions or promoting any products or services of Almirall or its Affiliates, or have any influence on the content of any materials authored by or on behalf of the Patient Organization.

3. Term and termination

- a. Term. This Agreement shall continue in force until the complete performance of the Services in accordance with the terms and conditions of this Agreement.
- b. Termination for breach. Upon any breach by either party of any provision of this Agreement, the other party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4. Confidential information

- a. Definition. For the purposes of this Agreement, “**Confidential Information**” means all information, whether written, oral or otherwise, supplied to or obtained by the Patient Organization, in the course of, or as a result of the Patient Organization providing the Services to Almirall including, but not limited to, proprietary, technical and business information relating

to the Almirall or its affiliates, or any copy or part of such information, and whether obtained prior to or subsequent to the execution of this Agreement.

- b. Confidentiality obligations. The Patient Organization undertakes:
- not to disclose any Confidential Information to any third party without the prior written consent of Almirall;
 - to use or make copies of the Confidential Information only for the purpose of performing the agreed Services; and
 - upon Almirall's written request, and in any event upon expiry or termination of this Agreement, to return to Almirall or destroy any computer data, documents and all other tangible materials in its possession relating to or containing Confidential Information and certify in writing to Almirall, if requested, that it has complied with this obligation.
- c. Exceptions. The obligations set out in this Clause shall not apply to:
- Information which is in or becomes part of the public domain other than through the Patient Organization's act or omission;
 - Information which the Patient Organization can show by written evidence is received from a third party who is not under any obligation of confidence;
 - Information which the Patient Organization can show by written evidence was in its possession at the time of disclosure by Almirall and which was not acquired directly or indirectly from the Almirall; and
 - Information which the Patient Organization can show by written evidence is required to be disclosed under applicable laws or as per the request of a regulatory authority. In such case, disclosure shall only be made as required by applicable laws or by the relevant regulatory authorities.
- d. Term of the confidentiality obligations. The confidentiality obligations under this Clause shall survive for a period of **ten (10) years** following the expiry or termination of this Agreement.

5. Personal data

- a. Privacy laws. The parties will comply with all applicable regulations on personal data protection.
- b. Representatives' personal data. The parties to this Agreement will inform the individuals who act on their behalf (representatives) that the personal data reflected in this Agreement may be incorporated into their respective records. Personal data will be processed for managing this Agreement and will be kept during its validity as well as during the additional time that is necessary in order to comply with the corresponding legal obligations, which in no case will exceed ten (10) years as of the expiry or early termination of this Agreement. The parties expressly acknowledge and accept that the personal data related to this Agreement may be transferred to their affiliates for the correct management of the contractual relationship. The representatives of the parties may exercise their rights in the terms provided in the data protection regulations by contacting to the address provided by each party in this Agreement. Likewise, they may lodge a complaint at the corresponding supervisory authority for any claim arising from the processing of their personal data.

6. Warranties

- a. General warranties. The Patient Organization represents and warrants that it:
- will not breach any promotion and/or advertising regulations, including legislation on pharmaceutical products and the Local Association Code. This includes any provisions relating to the promotion of medicines and medical devices through any means or channels, including digital media or social networks;
 - will refrain from conducting any type of action that could compromise or harm Almirall's interests or good name;

- will publicly disclose its relationship with Almirall while the provision of the Services takes place, whenever it (i) is involved in discussions about Almirall or its products, (ii) writes or speaks in public about a matter related to the works performed for Almirall or (iii) is participating with third parties on any other matters related to Almirall;
 - is entitled to provide the Services and receive a remuneration for them, and possesses all the necessary approvals and permits, as required by the applicable laws and regulations including, but not limited to, the notification and/or respective authorization obtained from ethic committees, agencies, and/or other involved bodies, as the case may be; and
 - none of its members have been or are in the process of being declared ineligible, debarred or suspended from conducting business with any department or agency of any government.
- b. Conflicts of interest. Additionally, the Patient Organization warrants and represents that neither the Patient Organization (nor its members/employees or other key relationships) has any actual or potential conflict of interest that could conflict, influence or affect in any manner the performance of its obligations under this Agreement.

The Patient Organization shall immediately inform Almirall in writing of any actual or potential conflicts of interest as soon as they arise. For further clarity, nothing in this section is meant to restrict the activities of the Patient Organization and/or its members/employees and other key relationships. However, parties agree that if Almirall, through notice of the Patient Organization or otherwise, discovers any conflict of interest in relation to this Agreement, Almirall shall be entitled to take (in its own discretion) any mitigation actions, which can include immediate termination of this Agreement upon written notice to the Patient Organization.

7. Intellectual property rights and image rights

- a. Previous IP. All information, data and intellectual property rights owned by each party prior to this Agreement shall remain the property of that party.
- b. Information and materials of Almirall. Any information and materials provided by Almirall to the Patient Organization under this Agreement shall only be used by the Patient Organization to provide the Services. No further use is allowed except if previously authorized by Almirall in writing.
- c. IP Rights on the deliverables of the Services. See Exhibit 1 (Intellectual Property Rights section).
- d. Rights of third parties. The Patient Organization shall ensure that any materials (including, graphics, photographs, etc.) contained in the deliverables of the Services or otherwise used by the Patient Organization for the provision of the Services have been obtained with the prior written informed and explicit consent of the relevant individual(s) appearing in such image (in case of image rights) and the owner or licensee of the intellectual property rights (in case of intellectual property rights). The Patient Organization shall ensure that it has the right to use such materials (and if such is required in Exhibit 1, to assign them to Almirall and/or its affiliates). The Patient Organization hereby represents that the use of the above referred materials (and the assignment of their intellectual property rights, if such is required in Exhibit 1) does not violate any legal provision, contract, rights of intellectual property, honour, privacy, own image or any other rights or property of third parties, nor in any way constitute unfair competition.

8. Miscellaneous

- a. Assignments. The Patient Organization shall not assign, transfer, sub-contract or otherwise invest any third parties, totally or partially, with the benefits or burdens of this Agreement without the prior written consent of Almirall. Almirall shall be free to assign, transfer, sub-contract or otherwise invest any affiliates or third parties, totally or partially, with the benefits or burdens of this Agreement without the prior written consent of the Patient Organization.

- b. Amendments. No changes may be made to this Agreement except by written agreement of all parties.
- c. Entire agreement and Exhibits. This Agreement supersedes all prior written agreement between the parties regarding the subject matter hereof. All exhibits attached to this Agreement (or incorporated to it by way of reference) are intended to be part of this Agreement and are hereby specifically incorporated into it. In case of any inconsistencies between any Exhibit and the clauses of this Agreement, the terms and conditions of this Agreement shall prevail.
- d. Electronic signatures. Parties agree that this Agreement may be signed electronically and that any valid electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- e. Governing law and jurisdiction. In the event that any dispute arises with respect to the validity, construction or performance of this Agreement, the parties agree to submit such dispute to the jurisdiction and competence of the Courts of the city indicated in Exhibit 1, waiving any other jurisdiction applicable. All questions with respect of the construction of this Agreement and the rights and liabilities of the parties hereunder, shall be determined in accordance with the applicable provisions of the laws of the country indicated in Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first written above.

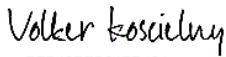


<p>ALMIRALL, S.A.</p> <p>DocuSigned by:  <small>07D40DFB24FD431...</small> Volker Koscielny Proxy</p> <p>DocuSigned by:  <small>BEE4923202C94D0...</small> Mercedes Diz Proxy</p>	<p>Atopisk Eksem Forening</p> <p>DocuSigned by:  <small>313D5B4B6F0A468...</small> Anne Skov Vastrup Chair person of Atopisk Eksem Forening</p>
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EXHIBIT 1

CONSULTANCY SERVICES (ADVISORY BOARD)

Therapeutic Area or Specific Disease(s)	<i>Atopic Dermatitis (Atopic Eczema)</i>	
Meeting(s)	Type	Advisory Board
	Title	Patient Perspectives: Redefining Atopic Dermatitis Care
	Purpose	<p>1.To understand the current journey of patients with moderate to severe Atopic Dermatitis (Atopic Eczema), their reality, and challenges.</p> <p>2.To identify unmet patient needs that could be met by a Patient Support Program (PSP). Discuss Almirall's approach to PSP.</p> <p>3.To start or maintain cooperation with patient organizations on a country level, and established partnership with Almirall Global.</p>
	Date(s)	February 22 nd , 2024 – March 31 st , 2024
Services	Type	Consultancy services
	Description	Provision of advice and feedback during the Meeting(s). Almirall's service provider Adelphi Targis will be supporting Almirall in preparing, moderating, and preparing the final report of the Meeting(s).
	Delegate	The parties agree that the Patient Organization delegates the performance of the Services to one patient with moderate to severe Atopic Dermatitis (Atopic Eczema) (the " Delegate(s) "), who has/have the required expertise and who shall perform the Services in compliance with the Patient Organisation's obligations under this Agreement. Any act or omission of the Delegate(s) concerning this Agreement shall be deemed the act or omission of the Patient Organization, and the Patient Organization shall be liable for such act or omission as if such act or omission was that of the Patient Organization.
	Duration of the Services	<p>The approximate time of dedication of the Patient Organization to provide the Services is estimated in:</p> <p>1. online pre-alignment meeting: to meet the other participants, to understand the project and to share initial insights, 22nd February, and will last for 30 minutes.</p> <p>2. in-depth survey to give a unique patient perspective, 60 minutes.</p> <p>3. 3-hour online working meeting with other patients, in the week from March 11th 2024.</p> <p>This time includes any pre-work and post-work which is required for the performance of the Services and provision of the deliverables.</p>
Deliverable(s)	in-depth survey to give a unique patient perspective	
Fees	Gross amount	Participant will be compensated at a rate of 100€/hour. Total 4.5 hours/450€.
	Payment	Payment will be made by Almirall, 30 days from the date of receipt of the invoice

Intellectual Property Rights	<p>The Patient Organization hereby grants to Almirall an exclusive license on any intellectual property rights arising from the deliverables of the Services.</p> <p>Such licence is granted to Almirall on a sub-licensable basis, irrevocably, for an indefinite period (or the maximum period permitted by law) and without any territorial limitation. The Patient Organization acknowledges and agrees that this license is granted without any additional compensation to the Patient Organization.</p> <p>The Patient Organization shall obtain written authorization from Almirall prior to using any Services deliverables and/or issuing any publications in relation to the Services.</p>
Recordings	<p>Unless otherwise specified in writing, the parties agree that the use of recordings, minutes, and reports, of any kind and on any support, of the activities attended by the Delegate in order to provide the Services:</p> <p>(i) is allowed by both parties for internal purposes;</p> <p>(ii) is permitted subject to the prior written consent of the other party for any external use;</p> <p>(iii) is permitted, in any case, where required for the performance, or for the verification of the performance, of the Services;</p> <p>all subject to the Delegate's written consent, when required.</p>
Applicable laws	Laws of <i>Spain</i>
Dispute resolution	Courts of Barcelona.

EXHIBIT 2

TRANSFERS OF VALUE

Transfers of Value	<p><i>The Patient Organization acknowledges that Almirall is required, by the transparency requirements of the EFPIA code, the Local Association Code and/or applicable legislation ("Transparency Regulations"), to document and publicly disclose certain transfers of value ("ToV") made to patient organizations, and that these may include information about the payments or other ToVs provided under and/or in connection with this Agreement. Almirall will disclose the information required by the Transparency Regulations through the channels and as per the procedures and requirements established by such regulations (which may include, among others, the disclosure through company websites or the relevant authorities' platforms).</i></p>
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