

COLLABORATION AGREEMENT (PATIENT ORGANISATIONS) CONSULTANCY SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into by and between:

- (1) **PellePharm, Inc.**, a company organized and existing under the laws of California, USA and having its registered office at 101 Mission Street, Suite 2050, San Francisco, CA 94105 (the "PellePharm"), and
 - (2) **Gorlin Syndrome Alliance**, an organisation organized and existing under the laws of Pennsylvania, USA and having its registered office at PO Box 1322, Kulpville, PA 19443 (the "Patient Organisation"),
- PellePharm and the Patient Organisation also referred to individually as a "Party" and collectively as the "Parties",

WHEREAS:

- (A) PellePharm is a biotechnology company committed to targeting rare dermatology diseases, including Gorlin Syndrome and Basal Cell Carcinomas, at the source.
- (B) The Patient Organisation is an organisation committed to thoughtfully support, comprehensive educate and aggressively seek treatments and a cure for BCCNS, its manifestations and sporadic BCCs.
- (C) PellePharm wishes to engage the Patient Organisation to provide services in connection with interview for video material for the film "Clinical Trial video" (working title) (the "Services") and the Patient Organisation wishes to provide such Services to PellePharm.
- (D) PellePharm intends to use the video material for external use.

NOW THEREFORE, the Parties agree to enter into this Collaboration Agreement (the "Agreement") on the following terms and conditions:

1 PURPOSE

- 1.1 The purpose of this Agreement is to describe the terms and conditions for the collaboration between the Parties in connection with Services to be provided to PellePharm by the Patient Organisation.

2 THE SERVICES

- 2.1 The Services shall be personally provided by Julie Breneiser and Jean Pickford, Chair and trustee who will to be interviewed for "Clinical Trial video" a video about the experience for patients when participating in a clinical trial, and why it is important for patients to get involved in clinical trials. Likewise the Participant

will be interviewed for "Partnership for Change" a video about the collaboration between PellePharm, LEO Pharma, Gorlin Syndrome Alliance and Gorlin Syndrome Group. The intended use of any photos, quotes, videos etc. is for external and internal purpose. The patient organisation/patient will have right to review any video and/or photo material before launching final version externally. The interview takes place at Hilton Fort Lauderdale Beach Resort, 505 N Fort Lauderdale Beach.

2.2 The Patient Organisation represents and warrants to complying with any and all applicable laws, rules, regulations, government regulatory requirements and guidelines in force from time to time in connection with the Services.

2.3 The Patient Organisation acknowledges that PellePharm has committed to comply with a number of national and international industry ethical codes including but not limited to:

- the International Federation of Pharmaceutical Manufactures and Associations Code of Practice (the **IFPMA Code**);
- the European Federation of Pharmaceutical Industries and Associations (EFPIA) Code on the Promotion of Prescription-Only Medicines to and Interaction with Healthcare Professionals (the **EFPIA HCP Code**);
- the EFPIA Code on Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals and Healthcare Organisations (the **EFPIA HCP/HCO Disclosure Code**);
- the EFPIA Code of Practice on Relationships between the Pharmaceutical industry and patient Organisations;
- the European Pharmaceutical Market Research Association's (EphMRA) Code of Conduct;
- the Danish Ethical Committee for the Pharmaceutical Industry (ENLI) Code of Practice on Promotion etc., of Medicinal Products aimed at Healthcare Professionals;
- the ENLI Ethical Rules for Collaboration between Patient Organisations, etc., and the Pharmaceutical Industry;
- the ENLI Ethical Rules for Negotiations with Decision-makers (Lobbying Code);
- the industry code relating to the relationship between the pharmaceutical industry and patient organisations the country where the activity takes place (if the activity takes place in a particular country), or in case of cross border activities, the relevant industry code in the country in which the Patient Organisation has its main European location, and
- other local industry codes applicable for the pharmaceutical industry relevant for the performance of the Services in: 1) any country where activities related to the Services takes place, and 3) the countries of the HCPs or HCOs involved, engaged or participating in the Services.

The Patient Organisation therefore undertakes to comply with these ethical codes to the extent they would apply to PellePharm in connection with the Services.

2.4 To the extent required, the Patient Organisation shall be responsible for obtaining and maintaining all consents and permissions necessary for the performance of the Services.

2.5 Contact persons in matters related to this Agreement:

From PellePharm or behalf of: Chief Patient Officer, Camilla Krogh Lauritzen,
Rare Diseases at LEO Pharma
Email: hgzdk@leo-pharma.com

From the Patient Organisation: Jean Pickford, Executive Director
Email: jeanp@bccns.org

Julie Breneiser, President, Board of Directors
Email: jibren@ptd.net

3 REMUNERATION

- 3.1 The Participant will receive no payment in connection with the Services. PellePharm will cover travel cost and refund approved, reasonable and documented travel costs incurred by the Consultant in connection with the performance of the Services.

4 INTERACTION WITH HEALTHCARE PROFESSIONALS ("HCPS"), HEALTHCARE ORGANISATIONS ("HCOS") AND THE GENERAL PUBLIC

- 4.1 The Patient Organisation shall not interact with or make any payments or other transfers of value to HCPs or HCOs directly or indirectly in connection with the Service.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Any and all summaries, photographs, films or other recordings taken of the Consultant and quotes, drawings, materials, presentations and other data made by the Consultant in connection with the Services (the "Materials") and all information of any kind provided and/or disclosed by or on behalf of PellePharm in connection with the Services ("PellePharm Information") is the exclusive property of PellePharm and nothing in this Agreement shall be construed as granting the Patient Organisation any license or proprietary right with respect to PellePharm Information.

6 CONFIDENTIALITY

- 6.1 Any and all Results, PellePharm Information and other business information or materials (whether or not patentable) of PellePharm or a third party, whether in written, graphical, electronic or oral form or in any other medium disclosed to, communicated to, learned of or otherwise acquired by the Patient Organisation under this Agreement except for information which Patient Organisation is able to prove is already lawfully in its possession prior to disclosure under this Agreement or is or becomes public knowledge through no fault of the Patient Organisation shall be considered as confidential information (the "Confidential Information").

- 6.2 The Patient Organisation shall use the Confidential Information solely in connection with the Services and shall not disclose or exploit, whether directly or indirectly, any Confidential Information for its own benefit or the benefit of any third party (person or entity).
- 6.3 The Patient Organisation shall maintain the Confidential Information in confidence for a period of five (5) years from the date of disclosure, and shall upon termination or expiry of this Agreement, if requested by PellePharm, promptly return, delete or destroy (at the discretion of PellePharm) all Confidential Information in its possession, including all copies, reproductions and summaries thereof.

7 TRANSPARENCY AND DISCLOSURE

- 7.1 PellePharm encourages the Patient Organisation to declare that it has provided services to PellePharm whenever speaking of a matter subject to this Agreement or any other issue relating to PellePharm.

8 USE OF THE PATIENT ORGANISATION'S LOGO AND THE VIDEO

- 8.1 The Patient Organisation agrees that Pellepharm may use the Patient Organisation's logo or name, and make use of collaboration with the Patient Organisation, as follows: [insert – e.g. to be mentioned on the website of LEO

9 INDEPENDENCE AND CONFLICT OF INTEREST

- 9.1 The Parties declare by signing this Agreement that the Patient Organisation shall be free to collaborate with other pharmaceutical companies and that PellePharm shall be free to collaborate with other Patient Organisations. The Parties further state that their collaboration shall not involve exclusive rights with respect to specific product or therapeutic areas or do not include any obligation or inducement to recommend a particular medicinal product.
- 9.2 PellePharm agrees by signing this Agreement not to impose conditions for the Patient Organisation's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on the Patient Organisation to recommend or in any other way promote the interest of PellePharm.

10 TERM AND TERMINATION

- 10.1 This Agreement shall come into force on the day of the last signature to the Agreement and shall unless terminated earlier, remain in force until the Services has been completed, at which date the Agreement shall be terminated automatically.

11 DATA PROTECTION

11.1 The Parties undertakes at all times to comply with all applicable laws and regulations applicable to the processing of personal data and data protection.

12 LAW AND VENUE

12.1 This Agreement shall be governed by the laws of California without regard to the conflict of laws provisions.

12.2 In the event of any dispute arising out of or relating to any provision of this Agreement, the competent courts of San Francisco, USA, shall have exclusive jurisdiction.

13 SIGNATURES

13.1 This Agreement is signed by duly authorised representatives of each Party in two originals, one of which shall be held by the Patient Organisation and the other by PellePharm. Any amendments of the Agreement shall be in writing and signed by authorized representatives of the Parties.

PellePharm, Inc.

Gorlin Syndrome Alliance

Date:

Date:

Name:

Name:

Title:

Title: