

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is made as of the date of last signature below (“**Effective Date**”), by and between , [REDACTED] a non-profit with its principal place of business at [REDACTED] (“**Partner**”) and SPONSOR SE, (“**SPONSOR**”), with a principal place of business at [REDACTED]. In consideration of the mutual promises contained herein, the parties (hereafter “**Parties**”) hereby mutually agree as follows:

1. **Services; Scope of Work (SOW)** Partner will collaborate with SPONSOR to provide visibility and raise awareness of certain studies and/or treatments among patients, caregivers and clinicians as described in one or more scopes of work in the form attached hereto as Exhibit A (each, a “**SOW**” and such activities the “**Services**”) and incorporated herein, according to the timeframes and schedules listed in the applicable SOW. The first SOW is attached hereto as Exhibit A-1. In the event that the Parties hereto shall reach agreement with respect to the provision of additional services hereunder, such services shall be set forth in writing and attached hereto in an additional, successively numbered SOWs, which SOW shall be incorporated herein. No such additional SOW shall be attached to this Agreement without first being executed by the Parties hereto. If there is a conflict in the terms between this Agreement and any SOW, the terms of this Agreement shall govern except to the extent that the applicable SOW expressly and specifically states an intent to supersede this Agreement in relation to a specific provision.

Partner may assign Services to affiliates (hereafter “**Affiliate**”) under this Agreement pursuant to executed SOW(s) between such Affiliate and Partner, and in such instances the terms of this Agreement shall apply to and be incorporated into such SOW(s) by reference, and references to SPONSOR in this Agreement will be deemed to include any such Affiliate where the context so requires. For purposes of this Agreement, “Affiliate” means any corporation or business entity, which directly or indirectly (i) controls SPONSOR, (ii) is controlled by the SPONSOR or (iii) is under common control with SPONSOR. The terms “controls” and “controlled” shall mean (x) ownership of more than fifty percent (50%) of the voting rights and equity of such corporation or business entity and/or (y) the power to direct the management of such corporation or business entity.

2. **Personnel.** Partner will perform the Services with qualified, trained and educated personnel knowledgeable as appropriate. If applicable, the personnel of Partner considered by SPONSOR to be critical for the conduct of the Services are set forth in the applicable SOW. To the extent consistent with applicable law, Partner shall use best efforts to keep available the services of such personnel to perform the Services during the Term. Partner shall only engage those subcontractors for the performance of Services that are listed in each SOW. Partner shall not engage or make use of any subcontractors not listed in a SOW for the performance of any Services without SPONSOR’s prior written consent.
3. **Compliance.** Partner will perform the Services in accordance with all applicable laws and regulations and all rules, and any written instructions from SPONSOR. The parties agree that the Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. Nothing contained in this Agreement constitutes or shall be

construed in any manner as an obligation or inducement for Partner to recommend the prescribing, purchase, use, or preferential formulary status or dispensing of any of SPONSOR's products or services or those of any organizations affiliated with SPONSOR.

4. **Compensation.** In consideration for Partner's performance of the Services, SPONSOR shall pay Partner the amounts set forth in the applicable SOW in accordance with the payment schedule and/or budget contained in such SOW. In the event SPONSOR desires to make any material change in scope to any SOW, the Parties will agree in writing through a signed change order for any increase or decrease in the fees, expenses, and/or scope. Unless otherwise specified in the SOW, Partner will deliver to SPONSOR invoices for fees quarterly in arrears for Services provided during that quarter. SPONSOR will pay the undisputed portion of such invoices within forty-five (45) days of receipt of invoice from Partner. Partner acknowledges and agrees that the compensation provided for in the applicable SOW represents Partner's full and complete compensation for any and all Services to be performed under such SOW, and any expenses incurred, by or on behalf of Partner under this Agreement or such SOW. Any other expenses incurred by Partner in connection with the Services or this Agreement will be for the account of Partner. The Parties acknowledge and agree that the compensation set forth herein represents the fair market value of the Services provided to SPONSOR by Partner, negotiated in an arms-length transaction, and has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the SPONSOR and Partner.

5. **Confidentiality.** "Confidential Information" shall, for the purpose of this Agreement, mean all information in any form, tangible or intangible, which may be disclosed by or on behalf of one party to the other party in writing, orally or by observation, which is nonpublic, proprietary, a trade secret, or confidential in nature. The receiving party agrees to hold in trust and confidence all Confidential Information of the disclosing party. The receiving party further agrees that it shall not disclose all or any part of Confidential Information of the disclosing party to any third party or make any use thereof (except to perform the Services pursuant to the provisions this Agreement) or publish or present any work which in whole or in part uses or includes Confidential Information, without the prior written consent of the disclosing party. The Parties agree to restrict access to all Confidential Information of the disclosing party to only such limited group of its authorized employees or agents who (a) require such information in connection with the performance of research under this Agreement and (b) have agreed in writing to be bound by the terms and conditions hereof as they apply to the Parties pursuant to this Agreement. It is understood, however, that this restriction shall not apply to information which (i) a party can demonstrate by its competent, contemporaneous written records was known to it prior to the relationship between the Parties, (ii) was lawfully revealed to a party by a third party which has the legal right to disclose such information, or (iii) is or becomes part of the public domain through no fault of a party. The receiving party shall return to the disclosing party or destroy all Confidential Information in tangible form (including all copies, extras or derivatives thereof in any medium) within thirty (30) days after the termination or expiration of this Agreement, or upon request from disclosing party, whichever comes first, except that receiving party may keep one file copy of such information solely for regulatory purposes. Notwithstanding the

foregoing, all reports, records and other information generated in the conduct of the Services (“**Work Product**”) shall constitute the Confidential Information of SPONSOR, and SPONSOR shall be deemed the disclosing party and Partner shall be deemed the receiving party with respect thereto.

6. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until the first anniversary of the Effective Date (the “**Initial Term**”), and may be renewed by mutual consent of the Parties for such additional period as the Parties may agree upon (all such renewals, together with the Initial Term, the “**Term**”). SPONSOR may terminate this Agreement or any SOW under this Agreement upon thirty (30) days’ written notice. SPONSOR shall not be responsible, after such termination, for any other amounts set forth in this Agreement. In the event of termination by SPONSOR for any reason other than Partner’s breach of the terms of this Agreement, Partner shall promptly wind down the Services and Partner shall be reimbursed for actual costs incurred directly in the performance of the Services through the effective date of notice of termination, in each case to the extent set forth in the SOW budget.
7. **Work Product.** Partner will perform the Services in close cooperation with SPONSOR and will keep SPONSOR and its personnel, as designated from time to time by SPONSOR, continuously and reasonably informed of the progress of such Services and shall promptly disclose to SPONSOR all Work Product. Upon SPONSOR’s reasonable request, Partner shall provide to SPONSOR reports detailing information including, but not limited to, for example (a) the number of newsletters or other Work Product sent to patients, clinicians or caregivers and (b) any other relevant social media activity. Partner hereby irrevocably conveys, assigns and transfers to SPONSOR any and all right, title, and interest that Partner may have in and to the Work Product and any and all intellectual property rights and any other similar right with respect thereto. Partner may disclose and use Work Product solely as required to perform the Services in accordance with the applicable SOW.
8. **SPONSOR Materials.** SPONSOR shall provide all written, printed, electronic or graphic material relating to SPONSOR or any SPONSOR study or treatment for use by Partner in connection with the Services (“**SPONSOR Materials**”). SPONSOR shall, in its sole discretion, determine the form and content of such SPONSOR Materials. In performing the Services, Partner shall (a) use all SPONSOR Materials only for the purposes contemplated by this Agreement without alteration and in accordance any SOW and (b) promptly cease the use of any SPONSOR Materials, and cooperate with SPONSOR in effectuating any withdrawal of SPONSOR Materials, when instructed by SPONSOR in writing to do so. To the extent that any SOW requires Partner to change the content of the SPONSOR Materials in any way, Partner shall submit such changes to SPONSOR for review and approval prior to using such changed SPONSOR Materials in connection with the Services.
9. **Disclosure.** During the Term of this Agreement and for a period of one (1) year thereafter, if Partner recommends or comments upon the attributes of any SPONSOR product or service in connection with the treatment of a patient, a scientific or educational presentation or publication, a media interview, or any other third-party communication or interaction, Partner shall disclose that Partner is or has been paid by SPONSOR to provide services.

10. **No Debarment.** Partner represents and warrants that Partner has not been debarred or excluded, nor to the best of its knowledge is Partner the subject of any pending proceeding that may result in Partner's debarment under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 335a), as amended, or its exclusion from any government healthcare program including, but not limited to, Medicare or Medicaid.

11. **Trademarks.** SPONSOR hereby grants Partner a non-exclusive, royalty free and limited license (without the right to grant sublicenses) to use any of SPONSOR's trademark, trade dress, brand mark, trade name, brand name, corporate name, logo, business symbol, Internet domain name or e-mail address, whether or not registered (the "**Trademarks**") as contained in the applicable SPONSOR Materials solely as contained in such SPONSOR Materials and solely for purposes of performing the applicable Services, which license shall terminate immediately upon the expiration or earlier termination of this Agreement for any reason. Partner shall use the Trademarks in accordance with any usage guidelines provided by SPONSOR to Partner from time to time. Partner acknowledges and agrees that, as between the Parties, SPONSOR owns all rights, title and interest in and to the Trademarks, including any form or embodiment thereof and the goodwill now and hereafter associated therewith and that all use of the Trademarks by or on behalf of Partner shall inure to the benefit of SPONSOR and its Affiliates. Partner shall not make any use of the Trademarks, separate and apart from the SPONSOR Materials.

12. **Independent Contractor.** The relationship of the parties is that of an independent contractor and nothing herein shall be construed as creating any other such relationship. Further, neither party has the authority to enter into any contracts on behalf of the other party.

13. **Miscellaneous.**

A. **Assignability.** No assignment by either party of this Agreement or any of its rights, duties or obligations hereunder, shall be effective without the other party's prior written consent; provided, however, that SPONSOR may assign all or any part of this Agreement without Partner's consent to (i) one or more of its Affiliates or (ii) in connection with the transfer or sale of all or substantially all of the business or assets of SPONSOR to which this Agreement relates, whether by merger, consolidation, sale of stock, sale of assets or otherwise. Any attempted assignment in violation of this Section 13.A (Assignability) and shall be void.

B. **Complete Agreement.** This Agreement, together with each SOW attached hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there are no other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement.

C. **Amendments.** This Agreement may not be altered, changed or amended except in writing and signed by each of the Parties hereto.

- D. **Survival.** The provisions of Section 4 (Compensation) (for final accounting only), Section 5 (Confidentiality), Section 12 (Independent Contractor) shall survive the expiration and/or termination of this Agreement.
- E. **Severability.** In the event that any provision of this Agreement is held illegal or invalid for any reason, such provision shall not affect the remaining parts of this Agreement, but this Agreement shall be construed and enforced as if that legal and invalid provision had never been inserted herein.
- F. **Counterpart; Originals.** This Agreement may be executed in two counterparts, each of which, when executed shall be deemed to be an original and both of which together shall constitute one and the same document.
- G. **Electronic Signature.** The parties agree that this Agreement may be executed and delivered by facsimile, electronic mail, internet, or any other suitable electronic means, and the Parties agree that signatures delivered by any of the aforementioned means shall be deemed to be original, valid, and binding upon the parties.
- H. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives thereunto duly authorized as of the Effective Date.

PAG

SPONSOR

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Exhibit A
Scope of Work

1. Services and Deliverables

RE: Partnership Summary –

STATEMENT OF NEED

Sponsorship support for key programs:

- **Description of Services**

Examples of PAG SERVICES:

2. Payment Schedule/Budget

The Services and deliverables will be performed or provided in accordance with the following milestones and at the rates set forth in this Agreement. A detailed invoice for services shall be prepared and submitted to SPONSOR (invoices@SPONSOR.de) as per payment schedule.

Milestone	Amount USD	Due Date
Milestone I Upon partnership agreement execution		
Total		

Partner shall submit an invoice to SPONSOR quarterly or whenever payment of Fees are due, together with such evidence as SPONSOR may reasonably request for the purpose of verifying that the Services in respect of which the payment in question is due have been performed. Each invoice shall give a description of the Services provided during the period covered by such invoice. Save as otherwise provided in a particular Statement of Work, Fees due under each Statement of Work: (a) are payable in U.S dollars; (b) are exclusive of VAT; (c) provided that there is good faith dispute with regards to the invoice and SPONSOR is satisfied that the parts of the Services in question have been properly completed, shall be made within forty-five (45) days of the date of receipt by SPONSOR of the invoice; and (d) shall be paid to the bank account specified in the Statement of Work or such other bank account of **PAG NAME** as **PAG NAME** may notify to SPONSOR.

Invoices should clearly state the Study identification, the service type, the type of fees, the Purchase Order number (PO), the **PAG NAME** and SPONSOR VAT and the SPONSOR entity. All payments shall be made to **PAG NAME** via wire transfer as per the bank details instructed below

Contacts details

SPONSOR Operational Lead Name / email	@SPONSOR.de
SPONSOR Invoice Routing email	invoices@SPONSOR.de
SPONSOR accounting – correspondence, questions	Accounting.holding@SPONSOR.de

Invoices must be submitted to SPONSOR as follows:

To:	SPONSOR SPONSOR VAT No: <i>PAG VAT No.</i>
Reference	Purchase Order Number: to be provided Invoice Purpose (<i>Milestone Payment, etc</i>) : SPONSOR Protocol Number
Invoice Format	PDF

All payments shall be made to **XXXXXXXXXXXX** via wire transfer as follows:

Bank Name:
Country/City:
Account Name:
Routing No:
Acct number:
IBAN Number: N/A
Correspondent SWIFT: N/A
Correspondent Bank:
Correspondent Reference:

3. Key Personnel

agrees to use its best efforts to maintain continuity in personnel assigned to perform the Services. Key personnel are named below.

Name	Title	Responsibilities	Contact Information

SPONSOR Key Personnel

Name	Title	Responsibilities	Contact Information

4. Approved Subcontractors- Not applicable

Below is the list of approved subcontractors engaged and managed by **PAG**

Subcontractor Name	Subcontractor Type	Subcontractor Address