

Consultancy agreement Form Overeenkomst consultant

This Consultancy Agreement (hereinafter referred to as the "Agreement") is effective on date of completion of the survey (hereinafter referred to as the "Effective Date") by and between:

1. **Nordic Pharma NV**, whose registered office is located at Uitbreidingstraat 84, 2600 Antwerpen, Belgium, hereinafter referred to as "NORDIC" and represented by Patrick Bontekoe, General Manager Nordic Pharma NV

and

2. (name), (speciality), working in (name Hospital), (rizziv/inami) registration number, as stated in the survey:, hereinafter referred to as "CONSULTANT".

WHEREAS

The Parties wish to pursue discussions related to the Belgian situation on the treatment of metastatic colorectal cancer via a survey (hereinafter referred to as the "Project") and the medical advice whereof CONSULTANT, being an expert in the domain of oncology, has been demanded by Nordic Pharma on the occasion of understanding the Belgian scientific needs and potential product developments.

Now, therefore, in consideration of the mutual promises and covenants hereinafter set forth, and intending to be legally bound thereby, NORDIC and CONSULTANT (hereinafter jointly referred to as the "Parties" and severally referred to as a "Party"), agree as follows:

1. Services

The mission of CONSULTANT shall consist in providing advice for the analyse, the content and outline of the related Project.

2. Compensation

As compensation for the aforementioned services, NORDIC shall pay to CONSULTANT a fixed amount of a 25 € voucher (Bol.com)

No other cost will be reimbursed by NORDIC without NORDIC's prior written consent.

Sending the voucher (Bol.com) is due within thirty (30) days by post.

3. Term

This Agreement is effective as of the Effective Date and shall remain in full force during all activities in the scope of the Project unless terminated prior by one of the Parties.

4. Confidentiality

NORDIC and CONSULTANT shall not disclose or use, at any time during or subsequent to this Agreement, any secret or confidential information provided by NORDIC or its Affiliates or by commercial partners (ie communication agency) created or acquired by NORDIC and CONSULTANT in the course of performing the Services herein, including, but not limited to, information on inventions, products, processes, methods, techniques, formulae, compositions, compounds, projects, development plans, research data, clinical data, clinical trial, protocol, financial data, personnel information, computer programs, customer and supplier lists for organisations or individuals, research, commercial or other activities, except as required in connection with executing the Agreement subject to NORDIC's prior written approval or as required by a governmental

Consultancy agreement Form Overeenkomst consulent

or judicial authority (for the purpose of this Agreement, Affiliate shall mean any legal entity controlling, controlled by or under common control with, NORDIC).

CONSULTANT obligation of confidence and the limitations hereunder shall not apply to information, which CONSULTANT can demonstrate:

- (a) is or becomes generally available to the public other than by reason of a breach by CONSULTANT of the provisions of this Agreement
- (b) is known to CONSULTANT and is at CONSULTANT free disposal (having been generated independently by CONSULTANT or a third party, in circumstances where the information has not come directly or indirectly from NORDIC) provided that documentary evidence of such information is supplied by CONSULTANT to NORDIC within thirty (30) days of receiving a request for such evidence
- (c) is subsequently disclosed to CONSULTANT without an obligation of confidence by a third party that has no such obligation to NORDIC regarding said information
- (d) is required by law to be disclosed, but then only when prompt notice of this requirement has been given to NORDIC so that it may, if so advised, seek appropriate assistance to prevent or limit such disclosure; furthermore, such legally-required disclosure shall only be made to the extent so required and shall be subject to prior consultation with NORDIC to establish the content and timing of the disclosure.

5. Publication

CONSULTANT shall not issue any publication or statement related to all or part of the information disclosed while executing this Agreement without NORDIC's prior written consent. In the event that NORDIC refuses to provide said consent, CONSULTANT shall be entitled to publish such information in his own name only and shall not mention NORDIC's name or otherwise involve NORDIC in any manner.

NORDIC shall have the right to publish or use all or part of the scientific advice provided by while executing the Agreement.

6. Documents

All documents, data and other records obtained from NORDIC or created by CONSULTANT while executing the Agreement shall be and remain the exclusive property of NORDIC. Said documents, data, and disclosed confidential information must be kept safely and securely and must be promptly returned to NORDIC upon expiry or termination of this Agreement.

7. Taxes and Regulations

CONSULTANT shall be fully responsible for paying any social security, income tax, value added tax or other payments required by law to be made in relation to this Agreement.

8. Personal Data processing

NORDIC acting as data controller, shall process personal data related to CONSULTANT, solely for the purposes of the performance, management and monitoring of the present Agreement by NORDIC. NORDIC ensures said personal data should be processed with relevant European Regulation related to the protection of personal data.

CONSULTANT shall have the right of access to his personal data and the right to rectify any such data, by sending an email at info@nordicpharma.be

9. Independent Contractors

The Parties are independent contractors, and this Agreement shall not be deemed to render either Party (or any of its employees) a partner, franchisee, servant, agent or employee of the other or party to a joint venture with the other.

10. Principal

CONSULTANT represents to NORDIC that he has the authority and right to enter into this Agreement and that the terms herein shall not infringe on the rights of any third party. Each Party agrees to enter into this Agreement as a principal and not as an agent for any other party.

Consultancy agreement Form Overeenkomst consulent

11. Waiver

Waiver of any provision herein, whether enacted through conduct or otherwise, shall not under any circumstances be deemed a waiver of any other provision herein, nor shall any waiver of any provision herein be construed as a continuing waiver of the same or other provisions of this Agreement.

12. Severability and Enforceability

In the event that any of the provisions of this Agreement are deemed invalid or unenforceable by any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or affect the validity or enforceability of any of the provisions of the Agreement in any other jurisdiction. The Parties shall use their best efforts to agree upon a valid and enforceable provision as a substitute for any invalid or unenforceable provision, bearing in mind the Parties' original intent for this Agreement.

13. Notices

All notices that become necessary under this Agreement shall be deemed properly served if sent by prepaid registered mail to the address of the other Party as said address appears herein, or any other address duly indicated by the other Party.

14. Entire Agreement, Amendments

This Agreement encompasses the entire Agreement and understanding between the Parties as to the subject matter hereof and supersedes all understandings or agreements, whether oral or written, made between the Parties with respect to the subject matter hereof prior to concluding the Agreement herein. The terms of this Agreement shall only be amended or modified in writing and with express reference to this Agreement with the signatures of the Parties hereto.

15. Jurisdiction, Dispute Resolution

This Agreement shall be governed by the laws of Belgium, to the exclusion of laws of other jurisdictions to which the laws of Belgium might otherwise refer and apply.

The courts and tribunals of Antwerp, Belgium shall be exclusively competent for any dispute arising from the application of the terms of this Agreement, provided that a Party may apply for interim relief and conservative measures from any competent court.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement in two (2) originals as of the date first above written:

NORDIC PHARMA NV

Consultant:

Patrick Bontekoe General Manager

XXXX