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## SERVICES AGREEMENT

(hereinafter referred to as the "Agreement")

between

**OM Pharma S.A.**, Rua da Indústria 2, Quinta Grande, 2610-088 Amadora, Portugal

(hereinafter referred to as "OM")

and

**Lean Data Consulting, Lda.**, Rua Dr. Afonso Cordeiro, n.º 877, Sala 201, 4450-007 Matosinhos, Portugal

(hereinafter referred to as "the Service Provider"),

also referred to individually as a/the "Party" or collectively as the "Parties".

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### 1. Scope of the Services and Key Performance Indicators

The Service Provider, with expertise and professional know-how in the field of scientific advisory services for the design, implementation, development, management, analysis, reporting and dissemination of clinical information (in clinical trials, observational, epidemiological, pharmacoepidemiological, and other scientific/clinical projects), under the "Scientific ToolBox Consulting" brand, hereby agrees to provide OM with Medical Writing services as part of a systematic review of literature, about hyperkalaemia, without meta-analysis, in compliance with defined key performance indicators ("KPIs") such as further outlined and detailed in **Appendix 1** (hereinafter referred to as "the Services").

## **2. Standard of Care and Good Faith**

**Standard of Care** - The Parties will use their best endeavors to execute their respective obligations under the present Agreement with the level of diligence and care that one expects from professionals operating in the same or a similar branch of activity.

**Good Faith** - The Parties will at all times, whilst executing their respective obligations under the present Agreement, act in good faith and refrain from engaging in any behavior causing detriment to the other Party's interests.

## **3. Resources**

**General Principle** - Service Provider will allocate sufficient time, attention and resources to perform the Services and, if applicable, will assign the Services' performance only to carefully selected and well-trained personnel with commitment, professional skills and qualifications necessary to comply with OM's requirements and instructions and with any local regulations that may be applicable.

**Employees** - The choice of the Service Provider's employees to be assigned to provide key elements of the Services shall be subject to OM's approval. No change to such key employees shall be made without OM's prior written consent. If the performance of total or part of the employees is inadequate, OM will be entitled to request, at its sole discretion and at no extra costs, that the concerned employee or employees are replaced with immediate effect.

## **4. Services Fees**

**Service Fees** - OM will pay the Service Provider a services fee as set forth in **Appendix 2** (hereinafter referred to as "Services Fees").

**Expenses** - All expenses that Service Provider may incur in connection with this Agreement are included in the Services Fees. As a consequence, it is hereby agreed that OM shall not pay directly on behalf of Service Provider, or reimburse to Service Provider, any expense outside of the Services Fees in connection with this Agreement.

**Travel Time** - Time spent travelling is not reimbursed, unless otherwise agreed by the Parties in **Appendix 2**.

**Payment Terms & Payment Schedule** - Payment(s) due to the Service Provider under this Agreement will be made according to payment terms and a payment schedule such as further detailed and agreed upon in **Appendix 2**. If OM fails to make payment of any sum falling due according to the agreed

payment terms, OM agrees to pay an interest on said sum at a rate of 1% (one percent) above the six month EURIBOR rate at a daily rate from the date payment becomes due until payment is made.

## 5. Representations and Warranties

Service Provider hereby represents and warrants that:

- (i) it has the authority and right to enter into this Agreement and has, and will only use the service of employees who have the professional capability and expertise to properly perform all the obligations hereunder.
- (ii) it will perform the Services in a timely and professional manner, with good faith, reasonable skill and care in accordance with this Agreement, any applicable laws, regulations and guidelines.
- (iii) if imposed by law, the prior consent of the Service Provider's employer has been secured and will be documented by the latter's signature of the present Agreement.
- (iv) the Services Fees provided under this Agreement are consistent with fair market value in an arm's length transaction and are not being given in exchange for any explicit or implicit agreement by the Service Provider to recommend or prescribe any of OM's products.
- (v) the Services to be performed under this Agreement do not and will not involve the counselling or promotion of any unlawful business arrangement or other activity that violates any applicable law.
- (vi) its performance of the Services does not, and will not, breach any agreement to keep in confidence any proprietary information of another entity acquired by Service Provider in trust or confidence.
- (vii) it has not entered into any agreement, whether written or oral, which would conflict with the Services.
- (viii) it has no financial or personal interests in OM, any OM affiliates and/or in any OM product that would prevent Service Provider from completing the Services under this Agreement.
- (ix) it will not use business cards mentioning a capacity as private consultant to OM and will not use OM's name on stationery.
- (x) it agrees not to make any statement on OM's behalf or concerning OM to the press, media, investors, brokers, banks, financial analysts and/or any other person unconnected with OM without the prior approval of OM.
- (xi) if applicable, it shall be responsible for (i) reporting immediately to the following Vifor Pharma's Global Drug Safety centralized email address: [safety@viforpharma.com](mailto:safety@viforpharma.com) any adverse events, adverse drug reactions (including pregnancy or lactation exposure, medication abuse, medication misuse, medication overdose, medication errors, off-label use, occupational exposure, drug interaction, unexpected benefit, lack of efficacy) or any other potential risk in connection with or arising out of the application of the products it has been made aware of in the course of rendering the Services and (ii) will further conform to any additional instructions (e.g. follow-up, reconciliation requests) received from OM in that respect.



- (xii) if applicable, it hereby expressly and unconditionally consents to OM's disclosure of information on payment(s) or transfer(s) of value made under this Agreement. Said disclosure will be made to government agencies or other competent entities, in compliance with laws or rules of trade associations applicable to OM, including but not limited to the European Federation of Pharmaceutical Industries Association ("EFPIA") HCP/HCO Disclosure Code, the U.S. Physician Payment Sunshine Act, 42 U.S.C. § 1320a-7h, and the regulations implemented thereunder. Additionally, it acknowledges that such information may, to the extent required, (i) contain personal data such as its name and other personal information and (ii) become available to the public.
- (xiii) neither Service Provider nor any of Service Provider's affiliates and/or employees is under investigation by the United States Food & Drug Administration ("FDA") or any other competent regulatory authority for debarment action or is presently debarred pursuant to the Generic Drug Enforcement Act of 1992 or similar laws and that Service Provider shall notify OM as soon as is practicable upon being made aware of any inquiry or the effective date of any such proceeding concerning Service Provider or any of Service Provider's affiliates and/or employees. An "Affiliate" of a Party shall in this Agreement mean any legal entity controlling, controlled by or under common control with such Party.
- (xiv) neither it nor any of its employees or authorised subcontractors have been placed on the List of Excluded Individuals/Entities ("LEIE") issued by the Office of Inspector General of the Department of Health and Human Services Office pursuant provisions of or similar laws in other countries nor has it been excluded from government contracts by the General Services Administration ("GSA"). Further, if during the term of this Agreement, the Service Provider or any of its employees or authorised subcontractors is placed on the LEIE or excluded from government contracting, the Service Provider shall notify OM in writing as soon as is practicable of such event and OM shall have the right terminate this Agreement upon notice to Service Provider.
- (xv) any reports, manuscripts, abstracts, posters or other documents created hereunder by Service Provider (hereinafter the "Deliverables") will contain no material from other copyrighted works without the express written consent of the owner of such copyrighted materials.
- (xvi) any Deliverables will not knowingly infringe any copyright, violate any property rights or rights of privacy or publicity or any other rights of any third party and does not contain any scandalous, libellous or unlawful material.

## 6. Tax

The Service Provider will be responsible for the payment of any social security, income tax or similar payments required by law to be made in relation to this Agreement. The Service Provider shall indemnify and save harmless OM of and from any and all claims, actions, losses, expenses, costs or damages (including, without limitation, any and all legal expenses reasonably incurred) which OM may suffer or incur arising out of the failure of the Service Provider to make such payments.



## 7. Insurance

Service Provider shall, at its expense, carry and maintain adequate liability insurance to protect Service Provider, its employees if applicable, and OM from any and all claims of any nature for damage to property, or for personal injury, including death, which may arise from its performance of this Agreement.

## 8. Confidentiality Obligations

**Scope** - The Service Provider will not disclose to any third party or use for any purpose other than the performance of the Services, at any time during or subsequent to the term of this Agreement, any secret or confidential information of OM, its affiliates or its commercial partners disclosed by OM to the Service Provider or created or acquired by the Service Provider in the course of performing the Services hereunder including, without limitation, information about inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, development plans, research, data, safety information, clinical data, financial data, safety information, investor relations, potential investors, financing arrangements, personnel data, computer programmes, customer and supplier lists or such organisations or individuals, research, commercial or other activities except as required in connection with the Service Provider's performance of the Agreement with OM's prior written approval or as required by a governmental or judicial authority.

**Authorized Disclosure** - The Service Provider shall only disclose confidential information to its employees on a strict need-to-know basis and only to those employees who are bound by an obligation of confidentiality with respect to such confidential information no less restrictive than the terms of the present clause. The Service Provider shall be fully liable towards OM for the acts and omissions of employees who have received confidential information, as if it was the Service Provider's acts or omissions.

**Exclusions** - The Service Provider's obligation of confidence and limitation hereunder shall not apply to information that the Service Provider can demonstrate:

- (i) is or becomes generally available to the public otherwise than by reason of breach by the Service Provider of the provisions of this Agreement;
- (ii) is known to the Service Provider and is at the Service Provider's free disposal (having been generated independently by the Service Provider or a third party, in circumstances where it has not been derived directly or indirectly from OM's confidential information) provided that documentary evidence of such knowledge is furnished by the Service Provider to OM within 30 (thirty) days of receipt of demand for such proof;

- (iii) is subsequently disclosed to the Service Provider without obligation of confidence by a third party not bound by any obligation of confidentiality with respect to such information;
- (iv) is required by law to be disclosed but then only when prompt notice of this requirement has been given to OM so that it may, if so advised, seek appropriate relief to prevent or limit such disclosure provided always that any disclosure shall be only to the extent so required and shall be subject to prior consultation with OM with a view to agreeing timing and content of such disclosure and provided that such information shall remain subject to the terms of the present clause for all other purposes.

## **9. Intellectual Property**

**Documents** - All documents, data and other records obtained from OM or created by the Service Provider in the course of performing the Services hereunder are and remain the property of OM. Such documents, data, disclosed confidential information and other records must be kept safely and securely and must be promptly returned to OM upon expiry or termination of the Agreement.

**Inventions** - When and to the extent applicable, Service Provider shall promptly disclose in writing to the officials designated by OM to receive such disclosures, complete information concerning each and every invention, discovery, improvement, device, design, apparatus, practice, process, method or product (hereinafter referred to as "Inventions"), whether considered by Service Provider as patentable or not, made, discovered, developed, perfected, devised, conceived or reduced to practice by Service Provider during the term of this Agreement, and up to and including a period of 6 (six) months after termination of this Agreement, relating directly to and resulting directly from the Services. Service Provider hereby agrees that said Inventions are the sole property of OM and Service Provider hereby assigns to OM, its successors and assigns, all his right, title and interest in and to said Inventions. Service Provider further waives, for the benefit of OM and its successors and assigns, any and all moral rights in respect of any Inventions.

**Copyrightable Material** - Service Provider shall promptly disclose in writing to the officials designated by OM to receive such disclosures, complete information concerning any copyrightable material written or created by Service Provider during the term of this Agreement, and up to and including a period of six (6) months after termination of this Agreement, relating directly to and resulting directly from the Services (hereinafter referred to as "Copyrightable Material"). Service Provider hereby agrees that said Copyrightable Material is the sole property of OM and Service Provider hereby assigns to OM, its successors and assigns, all rights, titles and interests in and to said Copyrightable Material. Such Copyrightable Material shall be deemed to be "works made for hire" to the greatest extent possible under any applicable copyright law and Service Provider further waives, for the benefit of OM and its successors and assigns, any and all moral rights in respect of any Copyrightable Material.



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**OM's Option** - As to any inventions or copyrightable material relating indirectly to and resulting indirectly from the Services, which were made, developed, perfected, devised, conceived, reduced to practice or written or created by Service Provider during the term of this Agreement and up to and including a period of 6 (six) months after termination of this Agreement, Service Provider shall promptly disclose the same in writing to OM and shall not disclose the same to others if OM, within 30 (thirty) days thereafter, shall claim ownership of such Inventions or Copyrightable Material under the terms of this Agreement.

**Cooperation** - Service Provider agrees that, at any time during the term of this Agreement or thereafter, upon request and without further compensation therefor, but at no expense to Service Provider, to do all lawful acts, including the execution of written assignments, papers and oaths and the giving of testimony, that in the opinion of OM, its successors or assigns, may be necessary or desirable to give effect to OM's ownership of said Inventions and Copyrightable Material, and for obtaining, sustaining, reissuing and renewing, and for enforcing, perfecting, recording and maintaining, patent applications and patents on said Inventions, and copyright registrations on said Copyrightable Material.

**Third Parties** - OM acknowledges that Service Provider may be working for third parties at the same time or subsequent to Service Provider's performance of Services for OM. OM shall have no interest in any inventions or copyrightable material made or conceived by Service Provider which do not relate to and do not result from the Services performed by Service Provider pursuant to this Agreement. Subject to Service Provider's continued compliance with the terms and conditions of this Agreement, Service Provider shall be free, except as otherwise provided herein, to work on such projects as Service Provider sees fit.

## **10. Publications**

The Service Provider shall not publish any articles or make any presentations relating to the Services provided to OM hereunder with respect to any studies being part of the Services or referring to data, information or materials generated as part of the Services, unless expressly approved by OM.

## **11. Audits and Inspections**

**By OM** - OM shall be entitled in its absolute discretion to monitor and audit the conduct by the Service Provider of any work relating to the Services. Such monitoring shall take such form as OM may reasonably think fit and shall notably include the right to inspect any facility being used by the Service Provider or any agreed subcontractor in relation to the Services and to examine any procedures and records both scientific and financial, relating to the work, always provided that such inspections are not incompatible with local laws. OM shall give not less than 5 (five) days prior notice to the Service Provider of its intention to monitor as aforesaid. No such monitoring by OM shall relieve the Service Provider of any of its obligations hereunder.



**By third parties** - With respect to audits or inspections required by third parties, such as regulatory or governmental authorities, the Parties agree to give each other such notice as is reasonably practicable of any such audit or inspection of which they become aware and shall grant the other such access to data, personnel or facilities as may be reasonably necessary to comply with such audit or inspection. The Service Provider will advise OM promptly of any adverse comments made by regulatory inspectors whether or not the relevant inspection was conducted in relation to the Services. The rights of access and information granted under the present clause shall be without prejudice to the obligations of confidentiality and rights of ownership contained elsewhere in the Agreement.

## **12. Indemnity**

**Principle** - Without prejudice to any other remedy to which OM may be entitled, the Service Provider hereby agrees to indemnify and hold harmless OM and its affiliates from and against all reasonable costs, losses, claims, demands, proceedings obligations, liabilities and damages (including reasonable legal costs) which such entities, for the benefit of whom the Services are provided, suffer or incur directly as a result of negligent or faulty performance of the Services.

**Notification & Defence** - The obligation of the Service Provider to defend, indemnify and hold harmless OM shall apply only if OM properly notifies the Service Provider upon receipt of notice of any claim or suit, permits the Service Provider, at the Service Provider's discretion and cost, to handle and control the defence of such claims or suits, including pre-trial, trial or settlement. OM further agrees not to settle or to compromise any such claim without the prior written approval of the Service Provider. Notwithstanding the foregoing, OM remains entirely free to participate in the defence of any such claim or suit with its own counsels and at its own cost.

## **13. Force Majeure**

Neither Party shall acquire any right of termination save as otherwise herein provided, nor shall either Party be obligated to the other in any manner solely upon the basis of any omission, delay or failure of performance of any provision of this Agreement owing to or occasioned by, directly or indirectly, any governmental order or restriction, war, threat of war, hostility, sanction, revolt, riots, civil disorder, embargo, seizure, national strike, national labour dispute, fire, flood, explosion or other cause or circumstances reasonably beyond the control of either of them provided however that where such omission, delay or failure exceeds 3 (three) months the non-delayed or non-defaulting Party may terminate this Agreement by giving the other Party 30 (thirty) days prior written notice of such intention to terminate.

#### **14. Independent Service Provider**

The Service Provider shall at all times be an independent Service Provider with control over the manner and means of performance. The Service Provider is not an employee or agent of OM and no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the parties under this Agreement. The Service Provider shall not represent having or being in any such relationship with OM. Unless OM specifically authorizes the Service Provider in writing to do so, the Service Provider will not purport to be acting as the legal agent of OM, and the Service Provider will not enter or purport to enter into any agreements on behalf of OM or otherwise bind or purport to bind OM in any respect or cause OM to incur liability in any manner whatsoever, and, except as otherwise provided herein, all actions of the Service Provider other than those with respect to providing the Services will be entirely on and for the Services Provider's own behalf.

Notwithstanding the foregoing, if and to the extent applicable, Service Provider acknowledges its obligation towards OM to declare that it is acting as a consultant for OM whenever writing or speaking in public about a matter that is subject to the present Agreement or any other issues relating to OM.

#### **15. Non-Solicitation**

The Service Provider hereby acknowledges and agrees that during the term of this Agreement and for a period of one year following termination or expiration of this Agreement, the Service Provider will not directly or indirectly engage or participate in the solicitation or attempt to solicit or in any manner encourage consultants or employees of OM to work for it or for any business that is in competition in any manner whatsoever with the business of OM.

#### **16. Data Protection**

The Parties acknowledge their obligations under the Portuguese Federal Data Protection Act or any other law or regulation governing data protection applicable to the scope of the present Agreement. To the extent that in performing the Services, Service Provider has access to or processes personal data of OM (i.e. any personal data of OM and its affiliates including, but not limited to, personal data pertaining to their representatives, customers, suppliers, participants in clinical trials, physicians and patients who have used OM's products) ("OM Personal Data"), Service Provider agrees at all times:

- (i) to process the OM Personal Data strictly in accordance with the provisions of this Agreement or as otherwise instructed by OM from time to time;
- (ii) to comply with all applicable laws and regulations with respect to the processing of the OM Personal Data;
- (iii) to process the OM Personal Data solely for the purposes of performing the Services and not to process further OM Personal Data in any other manner;



- (iv) not to disclose the OM Personal Data to any third party without the prior written consent of OM and to disclose OM Personal Data to Service Provider's employees only on a need to know basis;
- (v) not to transfer and/or disclose the OM Personal Data to any person outside Portugal without the prior written consent of OM;
- (vi) to cooperate fully with OM to fulfil any request of data subjects regarding OM Personal Data as provided for by the applicable data protection laws;
- (vii) to promptly notify OM of any suspected unauthorized disclosure, access or processing of any OM Personal Data and provide such assistance and cooperation as OM may reasonably require in connection with any investigation or corrective action; and
- (viii) to ensure that appropriate technical and organizational measures are taken to protect the data against accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure or access and against all other unauthorized disclosure or access and against all other unauthorized or unlawful forms of processing.

Service Provider shall ensure that any of its employees authorized to have access to and/or process OM Personal Data shall be bound by contract or otherwise by the Service Provider to respect the confidentiality and security of such OM Personal Data. If, in the performance of the Services, Service Provider permits its employees, while temporarily located outside Portugal, to access or process OM Personal Data, Service Provider shall ensure that such OM Personal Data are processed in strict compliance with Portuguese Federal Data Protection Act and with the other terms of this Agreement.

#### **17. Prohibition of Corrupt Payments**

The Parties agree that they will not, directly or indirectly, seek, receive or obtain, in respect of the performance of the Services or of any goods or other services sold or purchased or other business transacted under this Agreement by or on behalf of the Service Provider or any Affiliate, any benefit, discount, rebate, commission, bribe, kickback or other inducement ("Inducement") (whether in cash or in kind) with the intention that the Inducement either induces a third party to improperly perform a function or activity, or rewards a third party for improperly performing a function or activity. The Parties agree to comply with all applicable anti-bribery laws in the countries where the Parties have their principal places of business and where they conduct activities under this Agreement. Additionally, each Party understands and agrees to comply with the U.S. Foreign Corrupt Practices Act ("US FCPA"), the UK Bribery Act ("UK BA"), both as amended, as well as similar applicable laws of each country where a Party has its principal place of business and where such Party conducts activities under this Agreement, and to take no action that might cause the other Party to be in violation of the US FCPA, the UK BA, or similar applicable laws of the country where a Party has its principal place of business and where it conducts activities under this Agreement. Additionally, the Parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other Party to ensure compliance with applicable anti-bribery laws.



The Parties agree that breach of this clause shall be considered a material breach of this Agreement and that either Party may immediately seek all remedies available under law and equity including termination of this Agreement if it believes, in good faith, that the provisions of this clause have been breached by the other Party (including by its employees, agents or subsidiaries who have performed services for or on that Party's behalf) without owing to the other any damages or indemnification resulting from such termination.

## 18. Term & Termination

**Term** - This Agreement shall be effective as of 01<sup>st</sup> January 2018 and shall expire on 31<sup>st</sup> May 2018.

**Unilateral Termination by OM** - OM may terminate this Agreement unilaterally at any time and without a reason by written notice to the Service Provider having immediate effect.

**Material Breach** - Either Party may terminate this Agreement by written notice to the other, having immediate effect, in the event of the other Party being in material breach of any of the terms or conditions of this Agreement and, only where such breach is capable of remedy, failing to remedy such breach within 30 (thirty) days of written notice requiring such breach to be remedied.

**Bankruptcy** - Either Party may terminate this Agreement with immediate effect if the other Party voluntarily commences any action or seeks any relief by liquidation, reorganisation (other than for corporate reorganisation), dissolution or similar act under any bankruptcy, insolvency or similar law or otherwise seeks any arrangement between or with its creditors or if a proceeding is commenced or an order, judgement or decree is entered seeking the liquidation, reorganisation or dissolution of the other Party or any other relief under any bankruptcy, insolvency or similar law or an arrangement is made with respect to such Party's debts or business by its creditors with or without the consent of that Party.

## 19. Effects of Termination

Upon termination or expiration of this Agreement,

- a. the Service Provider shall return all literature, manuals, master disks, medical data, client data, and other material supplied by OM;
- b. the Service Provider shall remove and discontinue the use of all signs, advertising and other material that would make it appear to the public that the Service Provider is still providing services to OM;
- c. the Service Provider shall promptly reimburse, any undue payment (including if applicable any advance payment), either in whole or in part, corresponding to services or portion of services that have not been rendered, less evidenced non-refundable costs that Service Provider has reasonably incurred;

- d. the Service Provider shall have no claim against OM for compensation or loss of rights, loss of goodwill or similar rights; and
- e. all clauses whose effects, either by nature or as a result of the Parties' intent, are meant to survive the expiry or termination of this Agreement, will continue to be in full force of effect.

## **20. Miscellaneous**

**Assignment** - Neither Party may assign this Agreement in part or in whole to any third party without the prior written consent of the other, save that OM may assign this Agreement to any of its affiliates or to the successor (including the survivor company of any consolidation or merger) or assignee of all or substantially all of its business.

**Waiver** - No waiver of any term or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of that term or condition or a waiver of any other term or condition.

**Severability & Enforceability** - Any of the provisions of the Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms 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, taking into account the Parties' original intent.

**Registration** - Should registration of this Agreement with governmental authorities be required under any applicable law, the Service Provider shall attend to such registration (including any necessary translations) and provide evidence thereof to OM.

**Notice** - All notices that may become necessary under this Agreement shall be deemed properly served if sent by prepaid registered mail to the address of the other Party first appearing above, or such other address as such Party may duly notify.

**Entire Agreement & Amendments** - This Agreement together with its appendices sets forth the entire Agreement and understanding between the Parties as to the subject matter hereof and has priority over all documents, previous verbal consents or understandings made between the Parties before the conclusion of this Agreement with respect to the subject matter hereof. None of the terms of this Agreement or its appendices shall be amended or modified except in writing expressly referring to this Agreement and duly signed by the Parties hereto.

## **21. Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Portugal under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The courts of Lisbon (Portugal) shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

*[Intentionally left blank / signature page follows]*

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**In Witness Whereof**, the parties have caused this Agreement to be executed in two copies on the date first mentioned below.

Signed for and on behalf of **Lean Data Consulting, Lda.:**



Print name: Sílvia Sirgado

Title: Managing Partner

Date: 20 DEC 2017

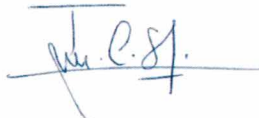
Signed for and on behalf of **OM Pharma S.A.:**



Print name: António Jordão

Title: General Manager

Date:



Print name: Isilda Serra

Title: Attorney

Date:

✓ **Affiliate**

## **Appendix 1**

**The Services** – The Services, which the Service Provider undertakes to provide to OM, shall be the following:

### **LITERATURE SYSTEMATIC REVIEW WITHOUT META-ANALYSIS**

#### **Communication, Meetings and Project Management**

- Project plan
- Meetings (face-to-face or remote) with the authors
- Management of review timelines
- Kick-off meeting
- Searches for biomedical journals
- Articulation of the Systematic Review Protocol (objectives, eligibility criteria, publication dates, publication type, keywords, selection of studies, data collection and summary)
- Writing Plan (clinical significance - novelty / appeal / relevance)

#### **Research and selection of literature**

- Initial evaluation of titles / abstracts according to pre-defined inclusion criteria (up to a maximum of 480 articles)
- EndNote® library construction
- Studies selection report - creation of diagram with reasons of exclusion
- Full-text evaluation according to inclusion criteria (up to a maximum of 60 articles)
- Data collection and summary
- Quality control
- Preliminary data summary
- Selection of articles

#### **Manuscript preparation (literature review)**

##### **Literature review submission and follow-up**

- Preparation of submission letter
- Management of the submission documents completion, by the authors
- Manuscript electronic submission
- Possible revision of the document after peer-review

**Key Performance Indicators ("KPIs")** - KPIs the Service Provider shall meet in order for the performance of the Services to be deemed adequate and satisfactory are as follows:

All deliverables are produced according to the established scope.


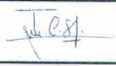

All deliverables are produced according to the established budget. [Note: if the scope of work is changed, the budget will be adjusted.]

All deliverables are sent according to the approved project plan – tasks depending on the Service Provider. [Note: if/when OM and/or the involved author(s) delay their review/approval deadlines, the Service Provider will adjust the project plan, according to each delay time and according to the Service Provider's team availability.]

**Key Contact Persons – Key contact persons will be:**

- **At OM:** Acilio Gala, +351 962 882 088, [acilio.gala@viforpharma.com](mailto:acilio.gala@viforpharma.com)
- **At Service Provider:** Sílvia Sirgado, +351 938 238 650, [silvia.sirgado@sctbx.com](mailto:silvia.sirgado@sctbx.com)

**Reports** – Service Provider will provide OM, at no additional costs, with regular reports

<b>Date:</b>	_____	_____	20. Dec. 2017	_____
<b>Initials:</b>				_____



## Appendix 2

**Services Fees** - In consideration for the provision of the Services, OM shall pay to Service Provider the following:

### Literature systematic review without meta-analysis

Communication, Meetings and Project Management:	€ 640.00 (VAT excluded)
Research and selection of literature:	€ 2 100.00 (VAT excluded)
Manuscript preparation (literature review):	€ 2 160.00 (VAT excluded)
Literature review submission and follow-up:	€ 200.00 (VAT excluded)

**Total** € 5 100.00 (VAT excluded)

**Payment Schedule** – OM will pay the Services Fees according to the following payment schedule:

### Literature systematic review without meta-analysis




- |   |                  |
|---|------------------|
| • With the award of services (≈25%):            | € 1,275.00 + VAT |
| • With the 1st draft delivery (≈35%):           | € 1,785.00 + VAT |
| • With the literature review submission (≈40%): | € 2,040.00 + VAT |

**Payment Terms** - Payment will be due within 60 (sixty) days of receipt of a valid and correctly addressed invoice.

**Invoices** - Invoices will refer clearly and accurately to the work performed and will contain all necessary references, such as required by OM, to allow for an expedient accounting treatment. If a portion of an invoice is in dispute, then OM shall pay the undisputed amount as set forth in the preceding sentence and the parties shall use good faith efforts to reconcile the disputed amount within 60 (sixty) days of receipt.

All invoices submitted by the Service Provider shall include Service Provider's VAT or GST number and the local percentage of VAT and/or GST. In the event of lack of statement of such number, OM will not pay VAT or GST.

The invoices should be addressed and sent to **OM Pharma S.A.**, Rua da Indústria 2, Quinta Grande, 2610-088 Amadora, **Portugal** for processing.

<b>Date:</b>	_____	_____	20. DEC. 2017	_____
<b>Initials:</b>				_____

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## SERVICES AGREEMENT

(hereinafter referred to as the "Agreement")

between

**OM Pharma S.A.**, Rua da Indústria 2, Quinta Grande, 2610-088 Amadora, Portugal

(hereinafter referred to as "OM")

and

**Lean Data Consulting, Lda.**, Rua Dr. Afonso Cordeiro, n.º 877, Sala 201, 4450-007 Matosinhos, Portugal

(hereinafter referred to as "the Service Provider"),

also referred to individually as a/the "Party" or collectively as the "Parties".

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### 1. Scope of the Services and Key Performance Indicators

The Service Provider, with expertise and professional know-how in the field of scientific advisory services for the design, implementation, development, management, analysis, reporting and dissemination of clinical information (in clinical trials, observational, epidemiological, pharmacoepidemiological, and other scientific/clinical projects), under the "Scientific ToolBox Consulting" brand, hereby agrees to provide OM with services consisting of management of the English linguistic review/editing (with editing certificate) of the original article "Diagnosis and treatment of iron deficiency anemia in gastrointestinal bleeding: a systematic review" and payment of the World Journal of Gastroenterology publication fee, in compliance with defined key performance indicators ("KPIs") such as further outlined and detailed in **Appendix 1** (hereinafter referred to as "the Services").



## **2. Standard of Care and Good Faith**

**Standard of Care** - The Parties will use their best endeavors to execute their respective obligations under the present Agreement with the level of diligence and care that one expects from professionals operating in the same or a similar branch of activity.

**Good Faith** - The Parties will at all times, whilst executing their respective obligations under the present Agreement, act in good faith and refrain from engaging in any behavior causing detriment to the other Party's interests.

## **3. Resources**

**General Principle** - Service Provider will allocate sufficient time, attention and resources to perform the Services and, if applicable, will assign the Services' performance only to carefully selected and well-trained personnel with commitment, professional skills and qualifications necessary to comply with OM's requirements and instructions and with any local regulations that may be applicable.

**Employees** - The choice of the Service Provider's employees to be assigned to provide key elements of the Services shall be subject to OM's approval. No change to such key employees shall be made without OM's prior written consent. If the performance of total or part of the employees is inadequate, OM will be entitled to request, at its sole discretion and at no extra costs, that the concerned employee or employees are replaced with immediate effect.

## **4. Services Fees**

**Service Fees** - OM will pay the Service Provider a services fee as set forth in **Appendix 2** (hereinafter referred to as "Services Fees").

**Expenses** - All expenses that Service Provider may incur in connection with this Agreement are included in the Services Fees. As a consequence, it is hereby agreed that OM shall not pay directly on behalf of Service Provider, or reimburse to Service Provider, any expense outside of the Services Fees in connection with this Agreement.

**Travel Time** - Time spent travelling is not reimbursed, unless otherwise agreed by the Parties in **Appendix 2**.

**Payment Terms & Payment Schedule** - Payment(s) due to the Service Provider under this Agreement will be made according to payment terms and a payment schedule such as further detailed and agreed upon in **Appendix 2**. If OM fails to make payment of any sum falling due according to the agreed



payment terms, OM agrees to pay an interest on said sum at a rate of 1% (one percent) above the six month EURIBOR rate at a daily rate from the date payment becomes due until payment is made.

## **5. Representations and Warranties**

Service Provider hereby represents and warrants that:

- (i) it has the authority and right to enter into this Agreement and has, and will only use the service of employees who have the professional capability and expertise to properly perform all the obligations hereunder.
- (ii) it will perform the Services in a timely and professional manner, with good faith, reasonable skill and care in accordance with this Agreement, any applicable laws, regulations and guidelines.
- (iii) if imposed by law, the prior consent of the Service Provider's employer has been secured and will be documented by the latter's signature of the present Agreement.
- (iv) the Services Fees provided under this Agreement are consistent with fair market value in an arm's length transaction and are not being given in exchange for any explicit or implicit agreement by the Service Provider to recommend or prescribe any of OM's products.
- (v) the Services to be performed under this Agreement do not and will not involve the counselling or promotion of any unlawful business arrangement or other activity that violates any applicable law.
- (vi) its performance of the Services does not, and will not, breach any agreement to keep in confidence any proprietary information of another entity acquired by Service Provider in trust or confidence.
- (vii) it has not entered into any agreement, whether written or oral, which would conflict with the Services.
- (viii) it has no financial or personal interests in OM, any OM affiliates and/or in any OM product that would prevent Service Provider from completing the Services under this Agreement.
- (ix) it will not use business cards mentioning a capacity as private consultant to OM and will not use OM's name on stationery.
- (x) it agrees not to make any statement on OM's behalf or concerning OM to the press, media, investors, brokers, banks, financial analysts and/or any other person unconnected with OM without the prior approval of OM.
- (xi) if applicable, it shall be responsible for (i) reporting immediately to the following Vifor Pharma's Global Drug Safety centralized email address: [safety@viforpharma.com](mailto:safety@viforpharma.com) any adverse events, adverse drug reactions (including pregnancy or lactation exposure, medication abuse, medication misuse, medication overdose, medication errors, off-label use, occupational exposure, drug interaction, unexpected benefit, lack of efficacy) or any other potential risk in connection with or arising out of the application of the products it has been made aware of in the course of rendering the Services and (ii) will further conform to any additional instructions (e.g. follow-up, reconciliation requests) received from OM in that respect.



- (xii) if applicable, it hereby expressly and unconditionally consents to OM's disclosure of information on payment(s) or transfer(s) of value made under this Agreement. Said disclosure will be made to government agencies or other competent entities, in compliance with laws or rules of trade associations applicable to OM, including but not limited to the European Federation of Pharmaceutical Industries Association ("EFPIA") HCP/HCO Disclosure Code, the U.S. Physician Payment Sunshine Act, 42 U.S.C. § 1320a-7h, and the regulations implemented thereunder. Additionally, it acknowledges that such information may, to the extent required, (i) contain personal data such as its name and other personal information and (ii) become available to the public.
- (xiii) neither Service Provider nor any of Service Provider's affiliates and/or employees is under investigation by the United States Food & Drug Administration ("FDA") or any other competent regulatory authority for debarment action or is presently debarred pursuant to the Generic Drug Enforcement Act of 1992 or similar laws and that Service Provider shall notify OM as soon as is practicable upon being made aware of any inquiry or the effective date of any such proceeding concerning Service Provider or any of Service Provider's affiliates and/or employees. An "Affiliate" of a Party shall in this Agreement mean any legal entity controlling, controlled by or under common control with such Party.
- (xiv) neither it nor any of its employees or authorised subcontractors have been placed on the List of Excluded Individuals/Entities ("LEIE") issued by the Office of Inspector General of the Department of Health and Human Services Office pursuant provisions of or similar laws in other countries nor has it been excluded from government contracts by the General Services Administration ("GSA"). Further, if during the term of this Agreement, the Service Provider or any of its employees or authorised subcontractors is placed on the LEIE or excluded from government contracting, the Service Provider shall notify OM in writing as soon as is practicable of such event and OM shall have the right terminate this Agreement upon notice to Service Provider.
- (xv) any reports, manuscripts, abstracts, posters or other documents created hereunder by Service Provider (hereinafter the "Deliverables") will contain no material from other copyrighted works without the express written consent of the owner of such copyrighted materials.
- (xvi) any Deliverables will not knowingly infringe any copyright, violate any property rights or rights of privacy or publicity or any other rights of any third party and does not contain any scandalous, libellous or unlawful material.

## 6. Tax

The Service Provider will be responsible for the payment of any social security, income tax or similar payments required by law to be made in relation to this Agreement. The Service Provider shall indemnify and save harmless OM of and from any and all claims, actions, losses, expenses, costs or damages (including, without limitation, any and all legal expenses reasonably incurred) which OM may suffer or incur arising out of the failure of the Service Provider to make such payments.



## **7. Insurance**

Service Provider shall, at its expense, carry and maintain adequate liability insurance to protect Service Provider, its employees if applicable, and OM from any and all claims of any nature for damage to property, or for personal injury, including death, which may arise from its performance of this Agreement.

## **8. Confidentiality Obligations**

**Scope** - The Service Provider will not disclose to any third party or use for any purpose other than the performance of the Services, at any time during or subsequent to the term of this Agreement, any secret or confidential information of OM, its affiliates or its commercial partners disclosed by OM to the Service Provider or created or acquired by the Service Provider in the course of performing the Services hereunder including, without limitation, information about inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, development plans, research, data, safety information, clinical data, financial data, safety information, investor relations, potential investors, financing arrangements, personnel data, computer programmes, customer and supplier lists or such organisations or individuals, research, commercial or other activities except as required in connection with the Service Provider's performance of the Agreement with OM's prior written approval or as required by a governmental or judicial authority.

**Authorized Disclosure** - The Service Provider shall only disclose confidential information to its employees on a strict need-to-know basis and only to those employees who are bound by an obligation of confidentiality with respect to such confidential information no less restrictive than the terms of the present clause. The Service Provider shall be fully liable towards OM for the acts and omissions of employees who have received confidential information, as if it was the Service Provider's acts or omissions.

**Exclusions** - The Service Provider's obligation of confidence and limitation hereunder shall not apply to information that the Service Provider can demonstrate:

- (i) is or becomes generally available to the public otherwise than by reason of breach by the Service Provider of the provisions of this Agreement;
- (ii) is known to the Service Provider and is at the Service Provider's free disposal (having been generated independently by the Service Provider or a third party, in circumstances where it has not been derived directly or indirectly from OM's confidential information) provided that documentary evidence of such knowledge is furnished by the Service Provider to OM within 30 (thirty) days of receipt of demand for such proof;



- (iii) is subsequently disclosed to the Service Provider without obligation of confidence by a third party not bound by any obligation of confidentiality with respect to such information;
- (iv) is required by law to be disclosed but then only when prompt notice of this requirement has been given to OM so that it may, if so advised, seek appropriate relief to prevent or limit such disclosure provided always that any disclosure shall be only to the extent so required and shall be subject to prior consultation with OM with a view to agreeing timing and content of such disclosure and provided that such information shall remain subject to the terms of the present clause for all other purposes.

## **9. Intellectual Property**

**Documents** - All documents, data and other records obtained from OM or created by the Service Provider in the course of performing the Services hereunder are and remain the property of OM. Such documents, data, disclosed confidential information and other records must be kept safely and securely and must be promptly returned to OM upon expiry or termination of the Agreement.

**Inventions** - When and to the extent applicable, Service Provider shall promptly disclose in writing to the officials designated by OM to receive such disclosures, complete information concerning each and every invention, discovery, improvement, device, design, apparatus, practice, process, method or product (hereinafter referred to as "Inventions"), whether considered by Service Provider as patentable or not, made, discovered, developed, perfected, devised, conceived or reduced to practice by Service Provider during the term of this Agreement, and up to and including a period of 6 (six) months after termination of this Agreement, relating directly to and resulting directly from the Services. Service Provider hereby agrees that said Inventions are the sole property of OM and Service Provider hereby assigns to OM, its successors and assigns, all his right, title and interest in and to said Inventions. Service Provider further waives, for the benefit of OM and its successors and assigns, any and all moral rights in respect of any Inventions.

**Copyrightable Material** - Service Provider shall promptly disclose in writing to the officials designated by OM to receive such disclosures, complete information concerning any copyrightable material written or created by Service Provider during the term of this Agreement, and up to and including a period of six (6) months after termination of this Agreement, relating directly to and resulting directly from the Services (hereinafter referred to as "Copyrightable Material"). Service Provider hereby agrees that said Copyrightable Material is the sole property of OM and Service Provider hereby assigns to OM, its successors and assigns, all rights, titles and interests in and to said Copyrightable Material. Such Copyrightable Material shall be deemed to be "works made for hire" to the greatest extent possible under any applicable copyright law and Service Provider further waives, for the benefit of OM and its successors and assigns, any and all moral rights in respect of any Copyrightable Material.



**OM's Option** - As to any inventions or copyrightable material relating indirectly to and resulting indirectly from the Services, which were made, developed, perfected, devised, conceived, reduced to practice or written or created by Service Provider during the term of this Agreement and up to and including a period of 6 (six) months after termination of this Agreement, Service Provider shall promptly disclose the same in writing to OM and shall not disclose the same to others if OM, within 30 (thirty) days thereafter, shall claim ownership of such Inventions or Copyrightable Material under the terms of this Agreement.

**Cooperation** - Service Provider agrees that, at any time during the term of this Agreement or thereafter, upon request and without further compensation therefor, but at no expense to Service Provider, to do all lawful acts, including the execution of written assignments, papers and oaths and the giving of testimony, that in the opinion of OM, its successors or assigns, may be necessary or desirable to give effect to OM's ownership of said Inventions and Copyrightable Material, and for obtaining, sustaining, reissuing and renewing, and for enforcing, perfecting, recording and maintaining, patent applications and patents on said Inventions, and copyright registrations on said Copyrightable Material.

**Third Parties** - OM acknowledges that Service Provider may be working for third parties at the same time or subsequent to Service Provider's performance of Services for OM. OM shall have no interest in any inventions or copyrightable material made or conceived by Service Provider which do not relate to and do not result from the Services performed by Service Provider pursuant to this Agreement. Subject to Service Provider's continued compliance with the terms and conditions of this Agreement, Service Provider shall be free, except as otherwise provided herein, to work on such projects as Service Provider sees fit.

## **10. Publications**

The Service Provider shall not publish any articles or make any presentations relating to the Services provided to OM hereunder with respect to any studies being part of the Services or referring to data, information or materials generated as part of the Services, unless expressly approved by OM.

## **11. Audits and Inspections**

**By OM** - OM shall be entitled in its absolute discretion to monitor and audit the conduct by the Service Provider of any work relating to the Services. Such monitoring shall take such form as OM may reasonably think fit and shall notably include the right to inspect any facility being used by the Service Provider or any agreed subcontractor in relation to the Services and to examine any procedures and records both scientific and financial, relating to the work, always provided that such inspections are not incompatible with local laws. OM shall give not less than 5 (five) days prior notice to the Service Provider of its intention to monitor as aforesaid. No such monitoring by OM shall relieve the Service Provider of any of its obligations hereunder.





**By third parties** - With respect to audits or inspections required by third parties, such as regulatory or governmental authorities, the Parties agree to give each other such notice as is reasonably practicable of any such audit or inspection of which they become aware and shall grant the other such access to data, personnel or facilities as may be reasonably necessary to comply with such audit or inspection. The Service Provider will advise OM promptly of any adverse comments made by regulatory inspectors whether or not the relevant inspection was conducted in relation to the Services. The rights of access and information granted under the present clause shall be without prejudice to the obligations of confidentiality and rights of ownership contained elsewhere in the Agreement.

## **12. Indemnity**

**Principle** - Without prejudice to any other remedy to which OM may be entitled, the Service Provider hereby agrees to indemnify and hold harmless OM and its affiliates from and against all reasonable costs, losses, claims, demands, proceedings obligations, liabilities and damages (including reasonable legal costs) which such entities, for the benefit of whom the Services are provided, suffer or incur directly as a result of negligent or faulty performance of the Services.

**Notification & Defence** - The obligation of the Service Provider to defend, indemnify and hold harmless OM shall apply only if OM properly notifies the Service Provider upon receipt of notice of any claim or suit, permits the Service Provider, at the Service Provider's discretion and cost, to handle and control the defence of such claims or suits, including pre-trial, trial or settlement. OM further agrees not to settle or to compromise any such claim without the prior written approval of the Service Provider. Notwithstanding the foregoing, OM remains entirely free to participate in the defence of any such claim or suit with its own counsels and at its own cost.

## **13. Force Majeure**

Neither Party shall acquire any right of termination save as otherwise herein provided, nor shall either Party be obligated to the other in any manner solely upon the basis of any omission, delay or failure of performance of any provision of this Agreement owing to or occasioned by, directly or indirectly, any governmental order or restriction, war, threat of war, hostility, sanction, revolt, riots, civil disorder, embargo, seizure, national strike, national labour dispute, fire, flood, explosion or other cause or circumstances reasonably beyond the control of either of them provided however that where such omission, delay or failure exceeds 3 (three) months the non-delayed or non-defaulting Party may terminate this Agreement by giving the other Party 30 (thirty) days prior written notice of such intention to terminate.





#### **14. Independent Service Provider**

The Service Provider shall at all times be an independent Service Provider with control over the manner and means of performance. The Service Provider is not an employee or agent of OM and no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the parties under this Agreement. The Service Provider shall not represent having or being in any such relationship with OM. Unless OM specifically authorizes the Service Provider in writing to do so, the Service Provider will not purport to be acting as the legal agent of OM, and the Service Provider will not enter or purport to enter into any agreements on behalf of OM or otherwise bind or purport to bind OM in any respect or cause OM to incur liability in any manner whatsoever, and, except as otherwise provided herein, all actions of the Service Provider other than those with respect to providing the Services will be entirely on and for the Services Provider's own behalf.

Notwithstanding the foregoing, if and to the extent applicable, Service Provider acknowledges its obligation towards OM to declare that it is acting as a consultant for OM whenever writing or speaking in public about a matter that is subject to the present Agreement or any other issues relating to OM.

#### **15. Non-Solicitation**

The Service Provider hereby acknowledges and agrees that during the term of this Agreement and for a period of one year following termination or expiration of this Agreement, the Service Provider will not directly or indirectly engage or participate in the solicitation or attempt to solicit or in any manner encourage consultants or employees of OM to work for it or for any business that is in competition in any manner whatsoever with the business of OM.

#### **16. Data Privacy**

- (i) If the Service Provider has access to or processes Personal Data in connection with this Agreement, the Service Provider shall (i) treat them as confidential information, (ii) not use them for any purpose except to perform its obligations under this Agreement, (iii) comply with data protection laws applicable to the processing of Personal Data, (iv) adopt appropriate technical and organisational measures to avoid a "Data Breach", meaning accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data or any other unauthorised or unlawful use, (v) notify OM without undue delay after becoming aware of a Data Breach and reasonably cooperate with any investigation or corrective actions, (vi) not export or make available Personal Data to any person in a country not deemed by the competent data protection authorities to adequately protect Personal Data, unless appropriate safeguards are in place as required by applicable data protection laws, (vii) cooperate with OM to handle requests from data subjects, and (viii) upon the expiry or termination of this Agreement, destroy or return to OM any Personal Data in its possession. Each Party warrants that it is entitled to disclose any Personal Data which it discloses in connection with this

Agreement. "Personal Data" means any information relating to an identified or identifiable natural person.

- (ii) Privacy Notice: OM and/or its Affiliates may process Personal Data contained in or received in connection with this Agreement, such as name, address, contact details, description of services and payment details, to administer this Agreement, manage the relationship with the Service Provider and its representatives, and for legal, regulatory and compliance purposes including without limitation to comply with anti-bribery laws and regulations, audit and reporting requirements and for the maintenance of accounting and tax records. Personal Data will be retained for as long as necessary to achieve those purposes. OM and its Affiliates may disclose Personal Data to their third-party service providers and collaboration partners. Personal Data may be stored in or accessed from countries that are not regarded by the competent authorities as providing adequate protection for Personal Data. In such cases, appropriate safeguards will be used to protect them, such as the EU standard contractual clauses. The Service Provider or any person to whom Personal Data relate may request a copy of the safeguards, object to or restrict the processing of Personal Data, access or rectify them, or ask for them to be erased, by contacting Vifor's Group Data Protection Officer at [GroupDPO@viforpharma.com](mailto:GroupDPO@viforpharma.com). There is a right to lodge a complaint with the competent data protection authority. This privacy notice does not apply to any data processing activities for which OM or its Affiliates seek consent.

## **17. Prohibition of Corrupt Payments**

The Parties agree that they will not, directly or indirectly, seek, receive or obtain, in respect of the performance of the Services or of any goods or other services sold or purchased or other business transacted under this Agreement by or on behalf of the Service Provider or any Affiliate, any benefit, discount, rebate, commission, bribe, kickback or other inducement ("Inducement") (whether in cash or in kind) with the intention that the Inducement either induces a third party to improperly perform a function or activity, or rewards a third party for improperly performing a function or activity. The Parties agree to comply with all applicable anti-bribery laws in the countries where the Parties have their principal places of business and where they conduct activities under this Agreement. Additionally, each Party understands and agrees to comply with the U.S. Foreign Corrupt Practices Act ("US FCPA"), the UK Bribery Act ("UK BA"), both as amended, as well as similar applicable laws of each country where a Party has its principal place of business and where such Party conducts activities under this Agreement, and to take no action that might cause the other Party to be in violation of the US FCPA, the UK BA, or similar applicable laws of the country where a Party has its principal place of business and where it conducts activities under this Agreement. Additionally, the Parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other Party to ensure compliance with applicable anti-bribery laws.

The Parties agree that breach of this clause shall be considered a material breach of this Agreement and that either Party may immediately seek all remedies available under law and equity including





termination of this Agreement if it believes, in good faith, that the provisions of this clause have been breached by the other Party (including by its employees, agents or subsidiaries who have performed services for or on that Party's behalf) without owing to the other any damages or indemnification resulting from such termination.

## **18. Term & Termination**

**Term** - This Agreement shall be effective as of 29<sup>th</sup> April 2020 and shall expire on 30<sup>th</sup> June 2020.

**Unilateral Termination by OM** - OM may terminate this Agreement unilaterally at any time and without a reason by written notice to the Service Provider having immediate effect.

**Material Breach** - Either Party may terminate this Agreement by written notice to the other, having immediate effect, in the event of the other Party being in material breach of any of the terms or conditions of this Agreement and, only where such breach is capable of remedy, failing to remedy such breach within 30 (thirty) days of written notice requiring such breach to be remedied.

**Bankruptcy** - Either Party may terminate this Agreement with immediate effect if the other Party voluntarily commences any action or seeks any relief by liquidation, reorganisation (other than for corporate reorganisation), dissolution or similar act under any bankruptcy, insolvency or similar law or otherwise seeks any arrangement between or with its creditors or if a proceeding is commenced or an order, judgement or decree is entered seeking the liquidation, reorganisation or dissolution of the other Party or any other relief under any bankruptcy, insolvency or similar law or an arrangement is made with respect to such Party's debts or business by its creditors with or without the consent of that Party.

## **19. Effects of Termination**

Upon termination or expiration of this Agreement,

- a. the Service Provider shall return all literature, manuals, master disks, medical data, client data, and other material supplied by OM;
- b. the Service Provider shall remove and discontinue the use of all signs, advertising and other material that would make it appear to the public that the Service Provider is still providing services to OM;
- c. the Service Provider shall promptly reimburse, any undue payment (including if applicable any advance payment), either in whole or in part, corresponding to services or portion of services that have not been rendered, less evidenced non-refundable costs that Service Provider has reasonably incurred;
- d. the Service Provider shall have no claim against OM for compensation or loss of rights, loss of goodwill or similar rights; and



- e. all clauses whose effects, either by nature or as a result of the Parties' intent, are meant to survive the expiry or termination of this Agreement, will continue to be in full force of effect.

## **20. Miscellaneous**

**Assignment** - Neither Party may assign this Agreement in part or in whole to any third party without the prior written consent of the other, save that OM may assign this Agreement to any of its affiliates or to the successor (including the survivor company of any consolidation or merger) or assignee of all or substantially all of its business.

**Waiver** - No waiver of any term or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of that term or condition or a waiver of any other term or condition.

**Severability & Enforceability** - Any of the provisions of the Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms 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, taking into account the Parties' original intent.

**Registration** - Should registration of this Agreement with governmental authorities be required under any applicable law, the Service Provider shall attend to such registration (including any necessary translations) and provide evidence thereof to OM.

**Notice** - All notices that may become necessary under this Agreement shall be deemed properly served if sent by prepaid registered mail to the address of the other Party first appearing above, or such other address as such Party may duly notify.

**Entire Agreement & Amendments** - This Agreement together with its appendices sets forth the entire Agreement and understanding between the Parties as to the subject matter hereof and has priority over all documents, previous verbal consents or understandings made between the Parties before the conclusion of this Agreement with respect to the subject matter hereof. None of the terms of this Agreement or its appendices shall be amended or modified except in writing expressly referring to this Agreement and duly signed by the Parties hereto.



## **21. Governing Law & Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Portugal under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

The courts of Lisbon (Portugal) shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

*[Intentionally left blank / signature page follows]*

**In Witness Whereof**, the parties have caused this Agreement to be executed in two copies on the date first mentioned below.

Signed for and on behalf of Lean Data Consulting, Lda.:

**LEANDATA**  
consulting  
Lean Data Consulting, Lda. | NIF: 510 340 687  
A Gerência

Print name: Sílvia Sirgado

Title: *MANAGING PARTNER*

Date:

Print name:

Title:

Date:

*NOT APPLICABLE  
(ONLY ONE SIGNATURE NEEDED)*

Signed for and on behalf of **OM Pharma S.A.**:

*P.*

Print name: Paula Barriga

Title: General Manager

Date:

*Isilda Serra*

Print name: Isilda Serra

Title: Attorney

Date:



## Appendix 1

**The Services** – The Services which the Service Provider undertakes to provide to OM shall be the following:

### Medical Writing / Vendor Management

- Contacts/communication with the vendor selected to do the English Language Editing (with editing certificate).
- Select the vendor to do the English Language Editing (with editing certificate).
- Submission of manuscript final version to be edited (5276 words).
- Review/management of the changes suggested during the linguistic editing phase, including the validation of changes and contacts with the authors (whenever necessary).
- Payment of services to the selected vendor.

**Key Performance Indicators (“KPIs”)** - KPIs the Service Provider shall meet in order for the performance of the Services to be deemed adequate and satisfactory are as follows:

### Manuscript characteristics

- Type of manuscript to be submitted: systematic review.
- Clinical area/pathology: Gastroenterology.
- Authors: 5 authors.
- Proposed title for the manuscript: “Diagnosis and treatment of iron-deficiency anemia in gastrointestinal bleeding: a systematic review”.
- Current number of the manuscript’s word count (excluding the reference list): 5.276.

### Information validated by OM Pharma

- Need of an English Language Editing Certificate (grade A) of the manuscript to be submitted.
- Need to pay the World Journal of Gastroenterology Publication Fee, after the manuscript is accepted for publication.

### Assumptions made by Scientific ToolBox Consulting

#### Medical Writing

- Potential vendors were selected based on the recommendations of the journal World Journal of Gastroenterology, namely:
  - Filipodia Publishing, LLC
  - MedE Editing Group
  - American Journal Experts

- SpringerNature

- For this purpose, contacts have been/will be made remotely, i.e., by e-mail, phone and/or Skype® (or similar platform). The final version of the manuscript that has been approved by the authors will be sent for Linguistic Editing.
- The manuscript will be edited according to the inputs received from the reviewers, until the certificate is obtained.
- The English Language Editing Certificate will be submitted along with the manuscript to the journal World Journal of Gastroenterology.
- A Publication Fee will be payed to the journal World Journal of Gastroenterology (applicable after the manuscript has been accepted for publication).

#### Timelines




- ScTBx → Submit the manuscript for linguistic editing → 27.APR.2020  
(this service has a delivery timeline of up to 6 business days)
  - Editing vendor → Send the edited manuscript → 04.MAY.2020 (to be confirmed)
  - ScTBx → Review of the edited manuscript and issue the final edited version → 06.MAY.2020
- For the purpose of this work plan it was estimated to have only 1 round of linguistic editing/review by the editing vendor. In case there is the need for additional rounds, an updated plan will be sent by e-mail to all stakeholders.
- ScTBx → Send the final edited manuscript to the authors, along with any documents that need to be signed by the authors before submission to the journal → 07.MAY.2020
  - Authors → Send all signed documents → this timeline depends on the authors; based on previous experiences we estimate at least one month – up to 05.JUN.2020
  - ScTBx → Manuscript submission → up to 3 business days after receiving all documents from the authors
  - The deadlines can be adapted in case of adjustments to the services provided. Changes to deadlines must be agreed by both parties, prior to the formalization of the services provision.

In the case of delays in reviewing the drafts of the manuscript attributed to the Authors, ScTBx may readjust the scheduling of the remaining project tasks, according to the times of delay and availability of the resources.

**Key Contact Persons – Key contact persons will be:**

- **At OM:** Acilio Gala, +351 962 882 088, acilio.gala@viforpharma.com
- **At Service Provider:** Sílvia Sirgado, +351 938 238 650, silvia.sirgado@sctbx.com

**Reports –** Service Provider will provide OM, at no additional costs, with regular reports.

Date:	_____	_____	_____	_____
Initials:				_____



## Appendix 2

**Services Fees** - In consideration for the provision of the Services, OM shall pay to Service Provider the following:

**Medical Writing / Vendor Management** 240.00 € (VAT not included)

### Pass-through costs

Linguistic Editing Services 530.00 € (VAT not included)

American Journal Experts – Premium Editing

- Editing by a subject-specific editor
- Correct spelling, grammar, punctuation, or word usage errors
- Improve sentences that sound awkward or unnatural
- Point out portions of the document that require rewriting by the authors
- Several rounds of editing
- AJE Editing Certificate (Guaranteed)

Publication fee – World Journal of Gastroenterology 2,462.37 € (VAT not included)

**Total:** 3,232.37 € (VAT not included)

NOTE: bank charges regarding international payments will be added to the costs presented above and will be specified after the payment has been processed, according to the effective charges. All costs to be invoiced by ScTBx will be subject to VAT, according to the legal rate in force.

**Payment Schedule** – OM will pay the Services Fees according to the following payment schedule:

**With the adjudication:** payment of 100% of the editing services

- 530.00 € (VAT not included)

**With the submission to the selected journal:** 100% of ScTBx's services

- 240.00 € (VAT not included) + bank charges regarding the editing services payment

**After the manuscript has been approved for publication:** 100% journal's publication fee

- 2,462.37 € (VAT not included) + bank charges

**Payment Terms** - Payment will be due within 60 (sixty) days of receipt of a valid and correctly addressed invoice.

**Invoices** - Invoices will refer clearly and accurately to the work performed and will contain all necessary references, such as required by OM, to allow for an expedient accounting treatment. If a portion of an invoice is in dispute, then OM shall pay the undisputed amount as set forth in the preceding sentence and the parties shall use good faith efforts to reconcile the disputed amount within 60 (sixty) days of receipt.

All invoices submitted by the Service Provider shall include Service Provider's VAT or GST number and the local percentage of VAT and/or GST. In the event of lack of statement of such number, OM will not pay VAT or GST.

The invoices should be addressed and sent to **OM Pharma S.A., Rua da Indústria 2, Quinta Grande, 2610-088 Amadora, Portugal** for processing.

Date:	_____	_____	_____	_____
Initials:	<u>Wes</u>	<u>B.</u>	<u>SL</u>	_____