

AGREEMENT FOR GUEST SPEAKER

An agreement is hereby entered into by:

The company Roche Diagnostics Belgium NV, company number [REDACTED], with its registered offices at [REDACTED] represented by the undersigned

Annelies Van Buyten and Carsten Arnt, in the capacity of Sales Director and Finance & Administration Director respectively,

hereinafter referred to as “**Roche**”, on the one hand

and

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla

[REDACTED]
[REDACTED]
represented by the undersigned José Canon Campos in the capacity of Managing Director

National registration number: [REDACTED]

hereinafter referred to as “**the Consultant**”, on the other hand.

Both parties wish to work together based on reciprocal independence.

Both parties wish to lay down the provisions of their cooperation in this agreement.

OBJECT OF THE AGREEMENT

Roche wishes to make use of **the Consultant's** services for the

*Roche VBHC event (07/12/2020) – speaker Dr. Antonio Leon-Justel
presentation “Value Based Health Care. Moving from theory to action”*

The Consultant is prepared to carry out this service for **Roche** in accordance with his or her own knowledge and judgement through Dr Antonio Leon Justel, hereinafter referred to as guest speaker.

Roche shall provide **the Guest Speaker** with all the necessary information and research materials at regular intervals.

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DESCRIPTION OF THE SERVICES, DURATION AND PAYMENTS

This agreement is in no way an encouragement to recommend, prescribe, buy, distribute or sell particular medicines or medical devices, or influence the speaker in any other undue way.

By signing this agreement, **the Consultant** confirms that he or she shall not wholly or partially pass on to third parties any confidential or unpublished information which he or she receives from **Roche** Diagnostics Belgium within the context of this agreement without **Roche's** prior written confirmation, and then only for the purposes described in this contract.

By signing this agreement, **the Consultant** also confirms that the guest speaker shall always make it clear that he or she is a speaker when you write or speak in public about the subjects that form part of this agreement or that are in some other way connected with **Roche**. Moreover, **the Guest Speaker** confirms that he or she is empowered to enter into this agreement with **Roche** and that in doing so he or she does not infringe any obligations vis-à-vis third parties.

The Guest Speaker confirms that he or she has informed his or her employer of this agreement. He or she also declares that he or she has obtained the necessary consent from his or her employer.

Where necessary, both **the Guest Speaker** and **Roche** have the right to make the existence of this agreement public as well as the remuneration connected with it.

Duration of the agreement

This agreement is concluded for one day, namely for the 7th of December, 2020.

Remuneration

In consideration for the services performed, **Roche** shall pay **the Consultant** the sum of
1 200 EUR in remuneration.

This remuneration shall be invoiced to **Roche** by **the Consultant** at the start of this agreement. **Roche** shall pay the invoice after receipt.

In the absence of an official invoice or in case of an actual association or private person, **Roche** shall draw up a tax form in the name of the beneficiary.

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By signing this agreement, **the Consultant** guarantees that the bank details communicated for payment of services are complete and accurate.

THE FOLLOWING HAS BEEN AGREED

Article 1 - General provisions

The following form an integral part of this agreement and determine the services that must be carried out by **the Guest Speaker**: the duration of the agreement, the amount and due dates of the payments owed by **Roche**, including all provisions on the repayment of costs.

The Consultant through the guest speaker undertakes to respect all applicable laws and regulations.

Under no circumstances can the present agreement be interpreted as being an incitement or obligation for **the Guest Speaker** to use **Roche's** products or to recommend the use thereof for a specific medical application. For the remainder, this agreement does not violate Article 18, §2 of Royal Decree no. 78 of 10 November 1967 on the practice of health care professions, nor does it violate Article 10 of the Law on Medications.

Article 2 - Confidentiality

Article 2.1 - Access to Roche's confidential information

The Guest Speaker acknowledges, in the context of the execution of this agreement, having access to **Roche's** confidential information. For the entire duration of the agreement and after the agreement has ended, and unless **Roche** has given its express, written permission to **the Guest Speaker**, **the Guest Speaker** undertakes to treat all information as confidential and not to share it with third parties. **The Guest Speaker** also undertakes to only use the confidential information to fulfil the services entrusted to him or her to the utmost.

Article 2.2 - Publication of value transfers

Roche as a member of beMedTEch, EU MedTech and as a Medical Devices Company is submitted to laws, rules and regulations and will adhere to these rules. This includes in particular the publication of all Transfers of Value to Healthcare Practitioners, Healthcare Organisations as required by **Roche** internal rules as well as the rules of Betransparent.be and the Belgian "Sunshine Act".

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Article 3 – Adherence to law and regulations

Article 3.1 – Compliance with law and regulations

The Guest Speaker shall comply with all applicable laws (including but not limited to the Law on Medicinal Products of 25 March 1964 and more specifically its article 10), regulations, industry codes, standards (including but not limited to the ICH Guidelines on Good Clinical Practices (GCP)), permits and consent orders and it will act in a proper and ethical manner.

The Guest Speaker warrants that the presentation, speech, performance or other service provided for **Roche** is in accordance with all laws, regulations, industry codes, and furthermore is scientifically accurate, fair, balanced, presents adequate safety information associated with **Roche** products and identifies **Roche** as sponsoring the presentation. The speaker pays particular attention to the fact that off-label promotion is only permitted in a medical/scientific context but not at commercial events (as described by the **Roche** Symphony framework).

Article 3.2 – Conflict of Interest and Personal Data

The Guest Speaker herewith declares that its activities under this Agreement and the Agreement itself are not in violation with any rules, laws or the terms of any other agreement previously entered into between Contracting Party and any third party. In addition, **the Guest Speaker** is required to disclose to **Roche** any other conflicts of interest.

By signing this Agreement, **the Guest Speaker** acknowledges **Roche's** intent to maintain and process **the Guest Speaker's** personal data according to GDPR.

Article 4 - Miscellaneous

No amendments to this agreement or waiving of any clauses, terms and conditions, guarantees, declarations and rights can be considered binding for a party without the prior signing by the other party or his/her/its legal representative.

This agreement is governed in every regard by Belgian law. Any conflict with regard to the application or interpretation of a provision of this agreement shall be handled by the Courts of Brussels.

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Drawn up in Diegem in two copies; each party declares that he/she has received a copy.