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Consultancy Agreement

Between

**MSD Danmark ApS
CVR no. 29 88 37 18
Havneholmen 25
DK-1561 Copenhagen**

and

**Aids Foundation
Vestergade 18E
1456 København**

("the Consultant")

Introduction

MSD and the Consultant (collectively the "Parties" and individually a "Party") have concluded an agreement concerning the Consultant's consultancy services (the "Agreement") on the following terms:

1 Description of services

The Consultant must perform the following services (the "Services") as a non-exclusive consultant to MSD:

- Presentation about "Insights from the LGBT+ people's experience survey". The presentations will be part of an MSD meeting at the Infectious Disease (ID) department at Odense University Hospital (OUH) on November 20th.
- Allocating sufficient professional consultancy services and other resources for performing the Services.
- Keeping MSD informed on a regular basis of working processes, activities and initiatives, see the description of the Services above.

The Services will be performed during the following periods on the following dates: from signature to 20. November 2023

Within a reasonable time, MSD must provide the Consultant with the relevant information necessary for the Consultant to perform the Services.

The Consultant must perform the Services personally as the Agreement is concluded with the Consultant on the basis of his or her specific experience, knowledge and resources within the topic areas of the Services.

2 Basic assumptions for engagement of the Consultant

The Consultant confirms (i) that the Consultant has obtained all authorisations and permissions required for the Consultant's engagement under applicable legislation, including the required authorisations and permissions from the Consultant's employer, hospital or other institution, if relevant, and (ii) that the Consultant complies with applicable legislation, rules and regulations (including the internal rules and guidelines of the university, the hospital and/or other employer where the Consultant works.

If the Services are comprised by the collaboration agreements between the Danish Association of the Pharmaceutical Industry (Lif) and each of the five Danish regions, the Agreement will be sent to the hospital's board if the Consultant is a healthcare professional employed at a hospital in the Region of Southern Denmark, the Central Denmark Region, the North Denmark Region or Region Zealand, or to the head of department (or his/her closest superior if the head of department is the participant) if the Consultant is employed with the Capital Region of Denmark for the purpose of such board's, head of department's or superior's, as the case may be, advance written approval and signing of the Agreement.

The Consultant confirms that the Consultant is not involved in any Data Monitoring Committee/Data Safety Monitoring Boards or performs data safety monitoring activities for MSD and/or Merck Sharp & Dohme Corp. Further, the Consultant confirms that the Consultant will not perform or commit to performing such activities during the effective period of the Agreement.

MSD's company policy requires that MSD's business and operations comply with legislation applicable to MSD's business area. The Consultant accepts to comply at all times with MSD's Ethical Business Practice Policy and Code of Conduct enclosed as **Exhibit 1** to the Agreement. If the Consultant or any third party acting on behalf of the Consultant fails to comply with the provisions of **Exhibit 1**, it will be deemed to be a material breach of the Agreement. In such cases, MSD may terminate the Agreement with immediate effect subject to written notice to the Consultant, and the Consultant must indemnify MSD in respect of any liability resulting from the Consultant's neglect.

The Consultant undertakes to provide information that the Consultant performs the Services for MSD when he/she speaks or writes publicly about a topic being the subject matter of the Agreement or any other topic relating to MSD. Further, the Consultant undertakes to inform his/her employer and other public bodies/councils/committees etc. in which he/she participates of his/her work with MSD under the Agreement.

Each Party to the Agreement must act as an independent Party and cannot in any way be perceived as a partner, agent, employee or representative of the other Party. Further, the Parties declare that the Consultant is free to collaborate with other pharmaceutical companies and that MSD is also free to collaborate with one or more healthcare professionals.

The Consultant undertakes to disclose to MSD without delay any and all circumstances existing at the time of signing of the Agreement or arising at any time during the term hereof and involving the Consultant or any of its directors, officers or members of their respective families, or any of its employees engaged in the supply of the goods and services hereunder or members of their respective families, which may constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Consultant must cease to work for MSD if requested to do so by MSD.

3 Other conditions for the collaboration

If, as part of the Services, the Consultant is to present material providing information about medicinal products, the contents of the presentation must be sufficient, medicinally and scientifically correct, impartial, fair, evidence-based and such contents must be scientifically verifiable. The contents must not be disloyal or disrespectful to competitors or their products. MSD must ensure that the Consultant's material is in accordance with legislation and practice applicable to the area, including the special code of ethics to which MSD as a pharmaceutical company is subject and, even though the Consultant is the scientific expert who decides on the contents of his/her material, MSD is obligated – and therefore entitled – to review and approve the material before the date of the activities at which such material is to be presented. The sole purpose of MSD's right to review and approve the material is to ensure that legislation and practice applicable to this area, including the special code of ethics, have been complied with. The material must be sent to MSD no later than two weeks before the date of the relevant activity at which the material is to be presented.

If the Consultant fails to comply with the above in respect of the presentation or the presentation material, MSD reserves the right to cancel the relevant activity, and, in that case, the Consultant will not receive any payment for this part of the Services.

With respect to any use of USB memory sticks for presentations/lectures, MSD calls attention to the fact that new MSD rules mean that it is no longer allowed to use USB memory sticks. Accordingly, there are the following solutions:

- MSD will ensure that a "neutral" computer is available at the meeting location; made available by the meeting location, if appropriate.
- The Consultant will bring his/her own computer.
- The Consultant will send the presentation/material by email to the person at MSD responsible for the meeting.

The Consultant is not permitted to give or offer things of a financial value to any person for the purpose of providing MSD with an undue advantage or to receive or request things of a financial value to ensure that the giver of such things obtains an undue advantage in respect of business transactions.

The Consultant confirms that he/she has no public commitments which may be in conflict with the Agreement. The Consultant will inform MSD if he/she enters into such public commitments during the term of the Agreement.

4 Fees

MSD will pay a fee to the Consultant for the provision of the Services. The Consultant receives DKK 3.000, (incl. transportation costs), exclusive of VAT. If the Consultant is registered for VAT purposes, VAT will be added to the fee in connection with the payment. No additional compensation is paid other than the agreed amount; however, transport costs are refunded separately, see below. The Parties agree that fee is reasonable and reflects the actual market value of the Services performed by the Consultant.

MSD will refund the Consultant in respect of any transport costs relating to the provision of the Services. Transport costs are refunded on the basis of a written specification of transport and the mileage and/or original receipts for transport disbursements. The use of the Consultant's own car will be refunded in accordance with the official rates of the Danish Government. The refund will be made 30 days after presentation of the written specification. MSD is entitled to refuse to cover any transport costs (or other expenses) that have not been incurred in accordance with the Agreement, including section 13 of the pharmaceutical industry's code of practice on promotion etc. of medicinal products.

Payment of the fee will be made within 30 days after the provision of the Services provided that MSD is in possession of all relevant pieces of information, including the information in **Exhibit 3**, which must be completed to the greatest extent possible by the Consultant in connection with the signing of the Agreement.

The Consultant is responsible for the payment of all social contributions, direct and indirect taxes as a self-employed trader, VAT and any other tax on the fees payable under the Agreement.

5 Contacts

MSD's contact person in respect of the Agreement is: Anette Fog Jørgensen, Therapy area manager, mail: anette.fog.jorgensen@merck.com, mobil: 30 65 55 55.

6 Intellectual property rights

Unless expressly authorised in writing by the other Party or set out herein, neither Party is entitled to use the other Party's intellectual property rights, including all adaptations and variations thereof and amendments thereto for any purpose.

All intellectual property rights belonging to a Party before the effective date created by or for a Party independently of the Agreement, remain vested in that Party.

If the Services include the Consultant's creation or development of deliverables for MSD, the rights to such deliverables, including to any intellectual property rights embedded therein, will fully and solely vest in MSD. In that regard, the Consultant acknowledges that all intellectual property rights subsisting (or which may subsist in the future) in such deliverables, if any, will automatically fully vest in MSD on creation. To the extent that they cannot automatically vest in MSD, the Consultant agrees to assign and transfer all rights, title and benefits relating to such intellectual property rights to MSD. The Consultant agrees to promptly execute all documents and perform all acts as may, in MSD's opinion, be necessary to give effect to this clause. To the extent permitted by law, the Consultant hereby irrevocably waives all moral rights (and all similar rights in other jurisdictions) which the Consultant has or will have in any such deliverables created or developed by the Consultant for MSD.

To the extent that any deliverables include any intellectual property rights belonging to the Consultant, the Consultant hereby grants to MSD and/or its affiliates a royalty-free, worldwide, exclusive, non-transferable, irrevocable licence to use such intellectual property rights.

7 MSD material

Material provided by MSD to the Consultant in connection with the Services (the "MSD Material") will remain MSD's property. The Consultant is obligated without exception to return all the MSD Material to MSD and destroy all copies thereof made by the Consultant at MSD's written request and immediately after completion of the Services at his/her own initiative. The Consultant will never be entitled to withhold any of the MSD Material, irrespective of the cause.

8 Confidentiality

The Consultant must keep confidential any information about MSD, MSD's business activities and the Services which the Consultant obtains before, during or in connection with the work as a consultant, including without limitation the Agreement, the MSD Material and created material ("Confidential Information"). Confidential Information does not include any information being or becoming available to the public unless such availability is due to the Consultant's breach of the duty of confidentiality.

9 Transparency and rules on affiliations (notification and permission requirement)

The Agreement respects the provisions of the Danish Medicines Act (*lægemiddelloven*), the Danish Act on Medical Devices (*lov om medicinsk udstyr*), the Danish Pharmacy Act (*apotekerloven*) and the Danish Health Act (*sundhedsloven*) governing the collaboration between healthcare professionals and the medical device and pharmaceutical industries.

Doctors, dentists, pharmacists and prescribing pharmacists are required by law to notify the Danish Medicines Agency of their collaboration with a pharmaceutical company or to apply for the Agency's permission to collaborate with a pharmaceutical company. As a pharmaceutical company, MSD supports the rules on affiliations which also entail that individual information about healthcare professionals' collaboration with the pharmaceutical industry is disclosed on the Danish Medicines Agency's website.

On the basis of such rules, MSD is required to inform the Speaker that the Speaker must notify the Danish Medicines Agency of/apply for the Danish Medicines Agency's permission for the affiliation before such affiliation is established, which the Speaker undertakes to do. According to the same set of rules, MSD will submit a report once a year stating the healthcare professionals who have had an affiliation with MSD.

10 Liability

The Consultant is responsible for the provision of the Services according to the general rules of Danish law thereon. The Consultant's liability is, however, limited to the amount of the fee(s) which the Consultant has received under the Agreement and the transport costs, see clause 4. The Consultant warrants to have taken out all insurances in respect of his/her business activities to cover any liability under the Agreement.

11 Report on adverse drug reactions

The Consultant acknowledges the requirement to report all adverse drug reactions occurring during the period of the Consultant's provision of the Services directly to the Danish Medicines Agency in accordance with the Danish Medicines Act. MSD wants to be fully informed of all reported undesirable adverse drug reactions in connection with MSD's products. To be able to update MSD's security database, the Consultant undertakes to send copies of adverse drug reactions to the Pharmacovigilance department at the same time as the Consultant submits the report to the Danish Medicines Agency.

Reports on adverse drug reactions must be sent to:

MSD Danmark ApS
Pharmacovigilance
Havneholmen 25
DK-1561 Copenhagen V
Fax: + 45 44 82 42 99
Email: mailbox-denmark.pharmacovigilance@merck.com

12 Data protection

The processing and protection of personal data in connection with the Agreement is described in **Exhibit 2**, which the Parties agree to have read and accepted by signing the Agreement.

13 Governing law and jurisdiction

The Agreement and any disagreement between the Parties will be governed by Danish law.

The Parties agree that any legal proceedings concerning the Agreement, including disputes concerning the conclusion, validity, interpretation and performance of the Agreement, must be brought before the Copenhagen City Court.

14 Agreement

The exhibits form an integral part of the Agreement.

Clauses 7-9 will apply indefinitely and irrespective of the reason for the termination of the Agreement.

The Agreement takes effect at the signing hereof. The Agreement applies from 2023-11-20 and remain in force until 2023-11-20. The Agreement may be terminated in writing at any time by MSD or the Consultant subject to ten days' written notice. The termination of the Agreement will take effect from the time at which the other party receives the notice of the termination.

The Agreement is executed in two original copies; each Party receiving one copy.

15 EXHIBITS

Exhibit 1: Ethical Business Practice Policy and Code of Conduct

Exhibit 2: Processing and protection of personal data

For MSD Denmark ApS:

For the Consultant:

Date:

Date:

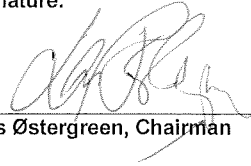
15.11.23

Signature:

Signature:



*Electronically signed by: Ece Bayrak
Reason: Approved
Date: Nov 14, 2023 17:03 GMT+1*

 - CEO

Ece Bayrak, Managing Director

Lars Østergreen, Chairman

Exhibit 1: Ethical Business Practice Policy and Code of Conduct

In performing its obligations under the Agreement, the Parties acknowledge that the corporate policy of MSD and its affiliates requires that MSD's business be conducted within the letter and spirit of the law. By signing the Agreement, the Parties agree to conduct the business contemplated herein in a manner which is consistent with applicable legislation, including the U.S. Foreign Corrupt Practices Act and good business ethics as described in this exhibit and as communicated to the Consultant by MSD or one of its affiliates from time to time. Specifically, the Consultant warrants and agrees that, in connection with the Agreement and MSD's business relating thereto, it, its affiliates, their representatives, and anyone acting on their behalf will not offer, make or promise any payment, neither directly nor indirectly, of money or other things of value (collectively, "Payment") to any government, political party or international organisation, official, candidate or person acting on behalf of any of the foregoing or directly associated with them, including their employees, business partners, close associates and families (collectively, "Officials"), where such Payment would constitute a violation of applicable legislation. In addition, regardless of legality, the Parties must not make any Payment, neither directly nor indirectly, to Officials if such Payment is for the purpose of improperly influencing decisions or actions with respect to the subject matter of the Agreement or the business activities of MSD or its affiliates. The Consultant must indemnify MSD for and against all claims, liabilities, demands, losses, fines and penalties resulting in any way from the failure of the Consultant to comply with this exhibit.

The Consultant represents and warrants to the best of its knowledge that the Consultant and its affiliates have provided complete and accurate information and documentation to MSD, its affiliates and their representatives in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners or persons directly or indirectly retained by the Consultant who are in a capacity that may reasonably provide an opportunity to influence decisions or actions with respect to the subject matter of the Agreement or the business activities of MSD or its affiliates. The Consultant also acknowledges and agrees that, in the event that the Consultant engages an affiliate, subcontractor or agent, the Consultant will conduct due diligence on such affiliate, subcontractor or agent consistent with the requirements set out in this exhibit and will maintain adequate records and provide such records to MSD to evidence that such due diligence was conducted and that any identified risks were mitigated. The Consultant must make all further disclosures as necessary to ensure that the information provided remains complete and accurate for the duration of the term. The Consultant further covenants that any future information and documentation submitted as part of further due diligence or a certification will be complete and accurate to the best of its knowledge.

The Consultant represents, warrants and covenants that all books, records, invoices and other documents relating to payments and expenses under the Agreement, or any statement of work are and will be complete and accurate and reflect in reasonable detail the nature and amounts of transactions and expenditures.

The Consultant further represents, warrants and agrees that no "off the books" or other similar funds will be maintained or used in connection with the Agreement or any statement of work. Except as expressly provided for in the Agreement, the Consultant must not, without MSD's prior written consent which must not be unreasonably withheld, hire or retain subcontractors or agents who will be interacting with Officials on behalf or at the request of the Consultant and who may have an opportunity to influence decisions or actions with respect to the subject matter of the Agreement or any statement of work or the business activities of MSD or its affiliates.

The Consultant agrees to ensure that all of the Consultant's and its affiliates' representatives, agents and subcontractors involved in performing the obligations under the Agreement are made specifically aware of the compliance requirements under this exhibit, including without limitation by participation of such personnel, employees, agents and subcontractors in mandatory training to be conducted by the Consultant concerning such requirements prior to performing any obligations under the Agreement. The Consultant further agrees to certify its continuing compliance with the requirements under this exhibit on a periodic basis during the term of the Agreement in such form as reasonably required by MSD. The Consultant agrees to and will cause its personnel or subcontractors to implement and/or sustain a compliance programme to

comply with the requirements of this exhibit and to maintain adequate records of such compliance programme.

MSD endeavours to hold itself and the Consultant to the highest ethical and compliance standards, including basic human rights, encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. Without limiting any of the Consultant's other obligations hereunder and without conflicting with or limiting any of the warranties, obligations or other provisions expressly set out elsewhere in the Agreement, including without limitation its obligations under this exhibit, the Consultant agrees that it will abide by the letter and spirit of MSD's Business Partner Code of Conduct (the "Code") as in effect from time to time, a copy of which is available at <http://www.msd.com/about/how-we-operate/code-of-conduct/home.html>. In the event of a conflict between the obligations in this exhibit and MSD's Code of Conduct, on the one hand, and any other provision in the Agreement, on the other hand, such other provision of the Agreement will prevail (but only to the extent of the conflict).

The Consultant agrees that it will provide all documentation reasonably requested by MSD to demonstrate compliance with the Code.

MSD reserves the right, in its sole discretion, to audit the Consultant's operations, books and records to ensure compliance with this exhibit for a period of two years following termination and/or expiry of the Agreement. MSD will provide reasonable advance notice of such audit and may conduct it on its own or using a third-party auditor of its choosing. The Consultant must acknowledge MSD's notice as promptly as practicable after receipt of such notice and will confirm the date on which the audit will occur within 14 days after receipt of such notice. MSD or its third-party auditor may interview the Consultant and its employees as part of or in connection with the audit. This audit right is in addition to any other audit rights granted under the Agreement.

In the event that an audit identifies any non-compliance by the Consultant with this exhibit, the Consultant will promptly take corrective action to remedy such non-compliance. MSD reserves the right to approve all corrective actions. Corrective actions must be implemented by the Consultant at the Consultant's expense. MSD will endeavour, whenever practicable, to work with the Consultant to remedy the issue and put in place a corrective action plan.

In the event that the Consultant refuses to allow an audit or fails or refuses to take corrective action, MSD reserves the right to terminate the Agreement if the Consultant fails to cure such refusal or failure within 90 days after written notice from MSD. This right is in addition to any other remedy available to MSD under the Agreement, legislation or case law.

Without prejudice to any rights of MSD under the Agreement, any non-compliance with, or any breach of a representation or warranty set out in this exhibit will constitute a material breach of the Agreement, and, in that case, MSD may terminate the Agreement immediately without payment of penalty or damages or further performance of any kind.

Exhibit 2: Processing and protection of personal data

Each Party must, at its own expense, ensure that it complies, and cause the other Party to comply, with all statutory and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including the Data Protection Legislation (as defined below).

Definitions

"Data Protection Legislation" means any data protection, data security or privacy legislation including, without limitation, the EU General Data Protection Regulation 2016/679 (the "GDPR") and any national implementing legislation relating thereto and any legislation governing outbound telephone calls, transmission of electronic mail, transmission of fax messages and any other communication-related data protection, data security or privacy legislation, to which either Party is subject in connection with the Agreement.

"Personal Data" means any data relating to an identified or identifiable individual, including data that identifies an individual or that could be used to identify, locate, track or contact an individual. Personal Data includes both directly identifiable information, such as names, identification numbers or unique job titles, and indirectly identifiable information, such as dates of birth, unique mobile or wearable device identifiers, information that could be used to identify a household, telephone numbers, key-coded data or online identifiers, such as IP addresses, and includes any data that constitutes "personal data" under the GDPR or similar terms under other Data Protection Legislation.

"Process" means to perform any operation or set of operations on Personal Data or sets of Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, access, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, evaluation, analysis, reporting, sharing, alignment or combination, restriction, erasure or destruction.

"Personal Data Breach" means an accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information, transmitted, stored or otherwise Processed.

In the event that the definitions in this exhibit are inconsistent with the definitions given to similar terms or concepts under Data Protection Legislation, the definition given to any such similar term or concept under that applicable Data Protection Legislation will prevail to the extent of the inconsistency, so long as such inconsistency results in a broader definition of such term or concept.

Data Protection Legislation; Notices, Consent and Authorisations.

The Consultant must comply with Data Protection Legislation when performing its obligations under the Agreement, including without limitation when Processing any Personal Data.

The Consultant represents and warrants that:

- (A) with respect to any Personal Data Processed under the Agreement, except for Personal Data for which MSD is responsible under Data Protection Legislation for giving and obtaining the notices and consents, at the original time of collection of that Personal Data, necessary for Processing (so long as the Parties do not agree for the Consultant to be responsible), (i) all notices will have been given and the Consultant has and will maintain in effect during the Agreement all consents, approvals, authorisations and rights necessary to Process any such Personal Data, including without limitation sharing any Personal Data with MSD, its affiliates or their respective agents or representatives, for any of them to use such Personal Data as contemplated in the Agreement and for any regulatory purposes, and (ii) the Consultant will

Process such Personal Data only in accordance with any such notice, consents, approvals and authorisations.

The Consultant will Process Personal Data in connection with the Agreement only where it is lawful.

When Processing Personal Data on behalf of MSD in connection with this Consultancy Agreement, Consultant shall:

1. Only Process Personal Data on MSD's documented instructions, including Consultant performing its obligations under, and in accordance with, the Consultancy Agreement and this Exhibit, unless required otherwise by applicable Data Protection Legislation. In that case, Consultant shall inform MSD of that legal requirement before commencing the Processing, unless prohibited by that applicable Data Protection Legislation, shall use its best efforts to limit the nature and scope of any required disclosure and shall only disclose the minimum amount of Personal Data necessary to comply with that applicable Data Protection Legislation.
2. Ensure that at all times the Personal Data is Processed only to the minimum extent necessary to accomplish the purpose of the Processing permitted under this Exhibit.
3. Immediately inform MSD if Consultant is of the opinion that an instruction of MSD regarding Processing Personal Data infringes Data Protection Legislation.
4. Ensure that (i) Consultant limits access to Personal Data to Consultant's personnel who need access to Personal Data for the purposes of performing the Services under the Consultancy Agreement and (ii) Consultant's personnel who have access to Personal Data only Process the Personal Data, as permitted under this Exhibit, and are subject to obligations to maintain the confidentiality of Personal Data that are at least as protective of Personal Data as Consultant's obligations under this exhibit and the Consultancy Agreement.
5. Not disclose or transfer Personal Data to any third party, or otherwise engage any agent or subcontractor in any Processing in connection with the Consultancy Agreement (each such agent or subcontractor a "Subprocessor"), unless (a) MSD has provided its prior written consent and (b) if engaging a Subprocessor (i) the disclosure or transfer is reasonably necessary to perform the Services under the Service Agreement, (ii) Consultant has carried out reasonable due diligence to ensure the Subprocessor is capable of providing the level of protection of Personal Data required under this Exhibit and the Consultancy Agreement, (iii) the Subprocessor has entered into a written agreement with terms that are at least as protective of Personal Data as the obligations set out in this Exhibit and the Consultancy Agreement and (iv) the Subprocessor meets the requirements of Data Protection Legislation. A current list of Subprocessors for which MSD has given its prior written consent as of the date of this Exhibit is specified in Annex 1. Without limiting the foregoing, Consultant is specifically prohibited from selling Personal Data and from retaining, using, or disclosing Personal Data other than for providing the Services as specified in the Consultancy Agreement or as otherwise authorized under this Exhibit.
6. Be fully liable for all acts or omissions of its employees, affiliates, agents, subcontractors and other representatives.
7. Implement and maintain reasonable and appropriate written information security and privacy programs, which programs shall incorporate physical, technical and organizational measures that are commensurate with the nature of Personal Data Processed in connection with the Consultancy Agreement, that meet or exceed good industry practices (or such higher standard as may be required in Annex 1) and that reasonably protect against a Personal Data Breach, including training of all personnel responsible for Processing Personal Data of the requirements of this Exhibit, such measures described in Annex 1 and to the extent not otherwise addressed in Annex 1 and as appropriate:

- (a) the pseudonymisation and encryption of Personal Data;

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- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
 - (e) the ability to establish in a timely manner (in any event within 72 hours of occurrence) if a Personal Data Breach has occurred.

8. In the event of an actual or reasonably suspected Personal Data Breach of Personal Data within the custody or control of Consultant or resulting from the acts or omissions of Consultant (a "Consultant Personal Data Breach"), a breach of Data Protection Legislation by Consultant or any other breach of this Exhibit by Consultant, at Consultant's sole cost and expense, (i) notify MSD without undue delay (and in any event, within 24 hours of becoming aware of an actual or suspected Consultant Personal Data Breach); (ii) undertake an appropriate investigation and all remediation efforts necessary to rectify and prevent a recurrence of such Consultant Personal Data Breach, breach of Data Protection Legislation or other breach of this Exhibit and for the Parties to comply with Data Protection Legislation; and (iii) promptly provide MSD with all information MSD deems necessary to enable MSD to comply with applicable requirements under Data Protection Legislation, including with respect to record keeping and reporting, and all other information MSD may reasonably request regarding a Consultant Personal Data Breach, breach of Data Protection Legislation or other breach of this Exhibit. In the case of an actual or suspected Consultant Personal Data Breach involving Personal Data Processed in connection with the Consultancy Agreement, and without limiting any of Consultant's other obligations, as part of the remediation efforts, upon MSD's request, Consultant shall provide notification to all Data Subjects whose Personal Data may have been affected, with content required under Data Protection Legislation and satisfactory to MSD, or provide MSD with all assistance and information necessary to enable MSD to provide notification to any and all Data Subjects whose Personal Data may have been affected, as MSD deems appropriate. Consultant is solely responsible for the costs and expenses of either Party for any such notification to Data Subjects, whether the notice was given by Consultant or MSD. Except for Consultant's (i) attorneys, (ii) consultants, (iii) other third parties for which Consultant provides services, excluding any Data Subjects whose Personal Data is Processed in connection with the Consultancy Agreement, and (iv) insurers, any of which are engaged with respect to the investigation or remediation of a Consultant Personal Data Breach involving Personal Data Processed in connection with the Consultancy Agreement or breach of this Exhibit, the Consultant may not provide any third parties with any information regarding an actual or suspected Supplier Personal Data Breach involving Personal Data Processed in connection with the Consultancy Agreement or other breach of this Exhibit, without MSD's prior written consent, unless otherwise required by applicable Data Protection Legislation. If Consultant provides a third party, other than Consultant's attorneys, consultants and insurers, with any information regarding an actual or suspected Consultant Personal Data Breach involving Personal Data Processed in connection with the Consultancy Agreement or other breach of this Exhibit, the Consultant shall promptly notify MSD (in any event, within 24 hours) of each such communication with a third party, describing the content of the communication, and sending MSD a copy of all written correspondence, unless prohibited under law. For the avoidance of doubt, Personal Data in the custody or control of, and acts or omissions of, Consultant also include any Personal Data in the custody or control of, and any acts or omissions of, any of Consultant's affiliates or Consultant's or any of its affiliates' Subprocessors or other agents, subcontractors or representatives.

9. Promptly notify MSD without undue delay, and in any event, within 24 hours, of:

- (a) any complaint, inquiry, request or concern by a competent data protection or other regulatory authority, relating to Personal Data that Consultant Processes in connection with the Consultancy Agreement; and

(b) any complaint, inquiry, request or concern by a Data Subject relating to the Personal Data that Consultant Processes in connection with the Consultancy Agreement, including any request to exercise rights under Data Protection Legislation or MSD's or Consultant's privacy policy, such as to access, rectify, amend, correct, share, delete or cease Processing his or her Personal Data.

10. Provide all assistance, including implementing appropriate technical and organizational measures, and information MSD may reasonably request (i) for MSD to comply with its obligations under Data Protection Legislation (including in responding to requests from Data Subjects exercising their rights under Data Protection Legislation, conducting data protection impact assessments, consulting with competent data protection and other regulatory authorities, notifying relevant competent data protection and other regulatory authorities and Data Subjects of Personal Data Breaches, and ensuring Personal Data protection) and otherwise investigate and address any other complaint, inquiry, request or concern by Data Subjects or competent data protection or other regulatory authorities and (ii) for Consultant to demonstrate Consultant's compliance with the provisions of this Exhibit and compliance with Data Protection Legislation.

11. On MSD's request or at the expiration or earlier termination of the Agreement in connection with which the Personal Data is Processed, promptly delete or return, at MSD's option, all Personal Data Processed, unless required otherwise by applicable Law. In that case, Consultant may retain one copy of the Personal Data required to be retained under applicable Law, until thirty (30) days after that period for retaining Personal Data required under applicable Law ends, and Consultant will continue to comply with this Exhibit with respect to any Personal Data Consultant retains and will only Process that Personal Data as required by that applicable Law. Consultant shall delete or return the Personal Data by such means and, in the case of returning Personal Data, in such format, as MSD reasonably requests.

12. Maintain the accuracy and integrity of Personal Data that it Processes on behalf of MSD.

13. Maintain all records necessary to be able to demonstrate that Personal Data was only Processed in accordance with applicable notices, consents authorizations and rights and as permitted under this Exhibit and for each of MSD and Consultant to comply with Data Protection Legislation.

14. Upon MSD's request, allow for and contribute to audits by MSD or another auditor mandated by MSD of Consultant's compliance with this Exhibit and of Consultant's privacy and information security programs, and have a third-party auditor, reasonably acceptable to MSD, conduct an audit of Consultant's privacy and information security programs.

15. To the extent, in connection with the Consultancy Agreement, Consultant is to Process Personal Data collected in, or of Data Subjects in the European Economic Area ("EEA"), Switzerland, Serbia or the United Kingdom, Process that Personal Data only within the EEA, Switzerland, Serbia or the United Kingdom, except upon MSD's prior written consent and where permitted under applicable Data Protection Legislation, and upon doing all things MSD determines are necessary, to comply with Data Protection Legislation, including entering into Standard Contractual Clauses.

16. Not change the location where any Personal Data is Processed under this Exhibit, except with MSD's prior written consent and as permitted by Data Protection Legislation.

17. Except for changes made consistent with meeting a higher industry standard or Data Protection Legislation, Consultant shall maintain in effect and consistently apply, Consultant's privacy and data security practices disclosed to MSD in connection with any due diligence MSD most recently conducted on those practices in connection with the Consultancy Agreement; provided that Consultant may not reduce the standards in those practices by subsequently disclosing privacy and data security practices that would be a degradation of the previously disclosed practices. Consultant represents and warrants that all responses provided by Consultant in any such due diligence are true, accurate and complete when made and if later, as of the effective date of the Consultancy Agreement. Consultant shall promptly notify MSD of all material changes to Consultant's privacy and data security practices.

19. Promptly provide to MSD the minimum information necessary regarding individuals who have opted out of receiving future communications from MSD or who have opted out of any other use or disclosure of Personal Data by MSD, including the relevant contact information and the specific nature of the request, to enable MSD to observe such opt-outs in compliance with applicable Data Protection Legislation. Consultant also agrees to reflect in its data those individuals who have opted out of receiving communications immediately upon receipt of such information, whether received directly from the individual or from MSD.

20. Without limiting any of MSD's rights or entitlements, or Consultant's obligations, under the Consultancy Agreement or otherwise, the Parties agree that Consultant will indemnify MSD and its affiliates and their respective officers, directors, employees, contractors, temporary workers, subcontractors, agents and other representatives (each an "Indemnified Party") for any losses, damages, fines, costs, or expenses (including legal expenses and disbursements) incurred by that Indemnified Party resulting from (i) a Consultant Personal Data Breach in relation to Personal Data Processed by Consultant in connection with the Consultancy Agreement, (ii) breach of Data Protection Legislation by Consultant in connection with the Consultancy Agreement, or (iii) a breach of any provision of this Exhibit, and such amounts shall be deemed direct losses and not subject to any limitations or exclusions of liability (whether in the Consultancy Agreement or otherwise).

Consultant's Personal Data; Notice

MSD has a legal obligation to ensure that your Personal Data obtained pursuant to this contractual arrangement is kept accurate and up to date. We invite you to assist us in complying with this obligation by ensuring that you inform us of any changes to your Personal Data by contacting us at [insert local email address], and/or by updates to your preferences. Without limitation, the rights you may exercise regarding your Personal Data we process include:

1. Right to Access and Rectification: You have the right to request access to the Personal Data relating to you. This includes the right to be informed whether Personal Data about you is being processed, what Personal Data is being processed, and the purpose of the processing. You also have the right to request that inaccurate or incomplete Personal Data be corrected.
2. Right to Object: You are entitled to object to certain processing of Personal Data, including for example processing of your Personal Data for marketing purposes or when we otherwise base our processing of your Personal Data on a legitimate interest.
3. Right to Erasure: You may also request that your Personal Data be erased. For example, you may make this request if the Personal Data is no longer necessary for the purposes for which it was collected, the processing is unlawful, or the Personal Data has to be erased to enable us to comply with a legal requirement.
4. Right to Data Portability: You may request that your Personal Data processed to perform this contract is provided in a structured, commonly used and machine-readable format and you may also request that the Personal Data is transmitted to another controller, if this is technically feasible.

4.1. Right to Data Portability: You may request that your Personal Data processed to perform this contract is provided in a structured, commonly used and machine-readable format and you may also request that the Personal Data is transmitted to another controller, if this is technically feasible.

Note that there may be situations where our confidentiality and other obligations under applicable legislation may prohibit MSD from disclosing or deleting your Personal Data or otherwise prevent you from exercising your rights. Except where prohibited by the GDPR or national data protection law, we may deny your request where it would impede our company's ability to: (1) comply with a law or an ethical obligation including where we are required to disclose Personal Data in response to lawful requests by public authorities, including to meet national security or law enforcement requirements, (2) investigate, make or defend legal claims, and (3) perform contracts, administer relationships, or engage in other permitted business activities that are consistent with transparency and purpose limitation principles and were entered into in reliance on the information about people in question. Within fifteen business days of any decision to deny a choice request in accordance with this Exhibit, we will document and communicate such a decision to you.

If you have any complaints about how we process your Personal Data, or would like further information, please contact us at any time. If you wish to file a complaint with a national supervisory authority regarding our processing of your Personal Data, you may do so by contacting your local data protection authority ("local" meaning where you live or work, or where an alleged data breach has occurred).

We collect and process information about you (e.g., bank account details, travel preferences), when you perform a service on our behalf (such as give speeches, consult or conduct clinical trials), in order to perform the contract we have entered into with you. We may also disclose Personal Data relating to you (including details of any payments made to you) as required by regulatory agencies or otherwise as expressly permitted or required under applicable laws. We will only process Personal Data for the purposes for which it was collected and as set out above, and Personal Data will only be available to authorized employees holding a position that requires them to process Personal Data to perform their work. Personal Data is processed for no longer than is necessary for the particular purpose. We fully comply with our statutory retention obligations and our internal retention time policies. We have taken appropriate technical and organizational measures to keep your Personal Data secure to ensure that only authorized persons are given access to the Personal Data. We also have internal policies in place for secure processing of Personal Data.

We will not disclose Personal Data to any third parties unless required to do so under applicable laws or to perform the contract we have entered into with you. However, your Personal Data may be transferred to and processed by third-party providers which perform services for us to enable these companies to perform the services requested by us. Only Personal Data that is necessary to fulfil the purposes stated above, will be provided to these companies. All third-party providers must follow our instructions and applicable written data processor agreements and any other agreements that are in place between us and our third-party providers and must implement appropriate technical and organizational measures for the protection of the Personal Data.

MSD processes Personal Data on servers in the EU. In addition, we process Personal Data in the United States, and as such we need to transfer your information to a location outside of the EU. The level of information protection in countries outside the EU may be lower than that offered within the EU. Where this is the case, we will implement appropriate measures under the GDPR to ensure that your Personal Data remains protected and secure. We comply with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of Personal Data transferred from the European Union to the United States. Note, MSD does not rely upon the Privacy Shield as the legal basis for the transfer Personal Data to the United States. We have certified to the U.S. Department of Commerce that we adhere to the Privacy Shield Principles. In addition, we have entered into Binding Corporate Rules which have been approved by the European Union.

We are the controller of the Personal Data for the purposes described above. If you have any questions regarding our processing of Personal Data, please feel free to contact our data protection team at: msd_privacy_office@msd.com.

Consultant agrees that, when using any Personal Data that can identify an individual, Consultant will only collect, use and disclose such information in accordance with MSD's instructions, or where disclosure is required by law. Consultant agrees to protect such information from loss, misuse or unauthorized access and promptly notify MSD of any loss, misuse or unauthorized access if it occurs.