

Leigh Ann Pansch, MSN, FNP-BC
7524 Grand River Court
Maineville, OH 45039

2023 Master Speaking Services Agreement
Leigh Ann Pansch, MSN, FNP-BC (“Speaker” or “you”)

Dear Ms. Pansch:

This master speaking services agreement (this “Agreement”) hereby confirms our mutual understanding with respect to the terms and conditions upon which you agree to provide speaking services for UCB, Inc. (“UCB”) in connection with UCB Speaker Bureau Program(s) (the “Program”). This Agreement shall be effective **when fully executed by both parties** (the “Effective Date”).

1. Services. You agree to provide speaking services in connection with the Program including, but not limited to, providing informational presentations on behalf of UCB about UCB products and/or the underlying disease state for which a UCB product is approved (the “Services”). You agree to complete a minimum of “2” Programs during the calendar year (each a “Program Event”) for each UCB product you are providing Services for under this Agreement. If you are eligible to participate in web-based / remote Program Events (each a “Virtual Program Event”), you shall not participate in more than one Virtual Program Event per hour. You agree that you shall not participate in more than 3 total Program Events (Live/Virtual Program Events) on a single day. You agree that eligibility to participate in a Virtual Program Event is dependent upon you completing separate and additional Virtual Program Event training.

You have been selected to perform the Services because you possess sufficient skill, expertise, and experience to perform the Services. You represent that you have, or will have prior to providing the Services, received training from UCB on the presentation and compliance guidelines (“Speaker Compliance Training”) and that you will perform the Services in accordance with the requirements set forth in the Speaker Compliance Training. Also, you warrant that you are not a party to any agreement or understanding with any other entity (including affiliated institutions or employers) that would prevent or limit you from providing to UCB without restriction or obligation to others: (a) the Services, (b) the full benefit of this Agreement, and (c) the rights to any Work Product (defined below) developed hereunder and rights to information and materials derived from the Services.

2. Content and Review of Materials. The content of your presentations must be consistent with the approved labeling for any products discussed during the presentations. You may not initiate any discussion about unapproved UCB products or unapproved uses of approved UCB products (collectively “Off-Label” uses) during a presentation. If (during the presentation or otherwise) an individual poses an unsolicited question with regard to any Off-Label use for a drug or pharmaceutical product, you agree to: (i) state that the question regards an “Off-Label” use and such use is not the recommendation of UCB; (ii) remind the individual of the approved drug or product use; and (iii) refer the individual to UCB Medical Information for response (or otherwise follow the direction provided in UCB’s approved Speaker Compliance Training regarding response options).

You must only use presentation materials (for example, Power Point Slides) provided to you by UCB or approved in writing by UCB for a specific use. It is essential that UCB first review and approve the contents of all presentation materials to ensure that they comply with applicable federal, state and local laws, regulations, and relevant regulatory and industry guidelines. You may not use materials in a presentation that have not been approved by UCB, nor may you alter the content or format of the materials without UCB’s advance explicit written consent. You shall present all of the UCB-approved presentation materials in their entirety. Your remarks concerning UCB’s products must be scientifically and medically balanced and must cover both the risks and benefits of these products as appropriate. You shall not provide medical advice in the performance of the Services.

3. Disclosures. When making a presentation, you shall disclose that you are receiving compensation from UCB with regard to the Services. Further, during the Term of this Agreement and for a period of two (2) years thereafter, if you use, recommend, or comment upon the attributes of any UCB product or service in connection with the treatment of a patient, a scientific or educational presentation or publication, a media interview, the development

of clinical guidelines or formularies, or any other third-party communication or interaction, you shall disclose that you are, or have been, a paid speaker for UCB, as well as the existence and nature of any and all other financial relationships you may have with UCB.

UCB is required to disclose certain payments, gifts and other items or services of value by UCB to health care professionals and health care entities under certain transparency laws and other legal requirements. Accordingly, UCB will publicly disclose compensation provided to you under this Agreement for compliance purposes, regardless of whether this Agreement or payment is remitted directly to you or passes through a separate legal entity.

Except as provided herein, no party to this Agreement shall use the name of any party hereto in connection with any advertising or promotion of any product or service. Speaker further agrees not to use UCB's name or reference any of its products on any social media platform or other third party websites (e.g., facebook, twitter, blogging) without UCB's prior written consent.

4. Term and Termination. The term of this Agreement (the "Term") shall commence on the date of final signature by the parties, as indicated below the signature line on the signature page of this Agreement, but no earlier than January 1, 2023, and shall continue in full force and effect until February 28, 2024. It is agreed that either party may terminate this Agreement with or without cause by providing thirty (30) days prior written notice to the other party. Upon the termination of this Agreement, you agree to return the originals and all copies of materials containing any Work Product (as defined below in Section 8) to UCB, as well as all other property of UCB. The provisions of Sections 3, 5, 8, 9, and 12 shall survive any expiration or termination of this Agreement.

5. Compensation. You will be compensated on a per Program Event basis in accordance with the Program rates set forth on Schedule A (Speaker Fee Schedule) and incorporated herein. You will not be compensated by UCB for Services at local chapter meetings where you hold a leadership position. The distance in the Speaker Fee Schedule is determined by the round-trip distance from your Official Address, as defined by you below, to the Program Event (shortest route). If you participate in more than one Program Event at different locations in a single calendar day or on consecutive calendar days as part of a multi-event tour, your compensation will be based on the round-trip distance. For illustration, the first Program Event compensation is the round-trip distance from your Official Address to the first Program Event. Compensation for the second Program Event in a single calendar day or consecutive calendar day is the round trip distance from the first Program Event to the second Program Event.

Official Address: **Leigh Ann Pansch, MSN, FNP-BC**
7524 Grand River Court
Maineville, OH 45039

You agree to submit to UCB or its designee within forty-five (45) days of each Program Event the event reconciliation form ("Event Reconciliation Form"), attached hereto as Schedule B and incorporated herein, certifying your participation in the Program Event and documenting any reasonable expenses directly incurred in connection with the Services. UCB shall render compensation and reimbursement within a timely manner for each Program Event completed, provided that (i) the nature and amount of any expense meets the Guidelines for Reimbursement of Faculty (the "Reimbursement Guidelines") which shall be provided by UCB at the time of Program Event confirmation, and (ii) it receives your Event Reconciliation Form and itemized receipts for any expenses within the timeframe set forth herein. You acknowledge that failure to comply with the obligations set forth in this Section will constitute a material breach of this Agreement for which UCB may, in its sole discretion, either terminate this Agreement upon immediate written notice or suspend you from providing further Services under this Agreement until such time as the breach is cured. You further agree that UCB will not be required to compensate you for any Services performed or expenses incurred if you fail to submit the Event Reconciliation Form and any itemized receipts more than three (3) months after completion of the Program Event during which such Services were performed. The Event Reconciliation Form and Reimbursement Guidelines may be revised periodically at UCB's discretion.

You agree and acknowledge that the compensation provided to you under this Agreement constitutes fair market value for the Services you are providing to UCB and is not intended to be, nor shall it be construed as, an offer or payment made to induce the purchase, order, or favorable recommendation of any item or service. You and UCB agree that compensation has not been determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between you and UCB. You agree and acknowledge that you shall not be entitled to earn in aggregate more than \$37,500.00 per calendar year across all UCB U.S. promotional speaker Program Events.

6. Cancellation. You agree to comply with the parameters for compensation with respect to any Program Event you are confirmed to speak at or participate in on behalf of UCB. In the event of a cancellation at your request, UCB will not pay for Services or reimburse travel or accommodation expenses, regardless of the cancellation date. Reimbursement for engagements cancelled by UCB or related to circumstances outside of your control (e.g., weather, attendance) will be considered when:

Live Program Events: Speaker receives notification less than 72 hours (3 business days) prior to the previously scheduled program start date and time.

Virtual Program Events: Speaker receives notification less than 36 hours (1.5 business days) prior to the previously scheduled program start date and time.

Reasonable efforts will be made to reschedule a Program Event in lieu of a cancellation.

7. Proprietary Rights and Confidentiality. Except as specifically authorized by this Agreement or as otherwise approved by UCB, information and materials shared with you by UCB or developed hereunder in connection with the Services (“Work Product”) shall be considered to be the confidential and proprietary property of UCB and will be used only in connection with the Services. You shall not use, disclose, or duplicate any confidential and proprietary information except as necessary to provide the Services. Your confidentiality obligations under this Section shall not apply to any information which is or becomes, through no fault of yours, part of the public knowledge. If required to disclose any UCB confidential information by any law, regulation, judicial or administrative process, you agree that (a) prior to making any such disclosure, you will provide UCB with (i) written notice of the proposed disclosure in order to provide UCB with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure and (ii) reasonable assistance in UCB’s efforts to obtain a protective order or other similar order and (b) you shall disclose such confidential information only to the extent required in order to comply with the applicable law, regulation or action.

The Work Product and all original works of authorship resulting or derived from your performance of the Services, will be and will remain the sole and exclusive property of UCB, and you hereby assign to UCB in perpetuity all right, title and interest that you may have therein, including, without limitation, all copyrights or similar property rights recognized by any country or jurisdiction.

8. Compliance with Laws. You and UCB agree that this Agreement does not involve the counseling or promotion of a business arrangement that violates state or federal law. You and UCB agree to comply with all applicable federal, state, and local laws, regulations, and relevant regulatory and industry guidance, including, but not limited to, the Federal Food, Drug and Cosmetic Act, as amended, and its implementing regulations (“FDCA”); the federal anti-kickback statute, 42 U.S.C. §§ 1320a-7b(b), and its implementing regulations at 42 C.F.R. §§ 1001.951 – 1001.952; the Compliance Program Guidance for Pharmaceutical Manufacturers promulgated by the Office of Inspector General of the Department of Health and Human Service; the Code on Interactions with Healthcare Professionals promulgated by the Pharmaceutical Research and Manufacturers of America; and the Health Insurance Portability and Accountability Act (collectively, “Applicable Law”). Speaker further agrees to promptly report to the UCB Legal Department or UCB Compliance Department any known or suspected violation of any of the foregoing laws, regulations or guidances of which Speaker becomes aware in the course of performing the Services. Speakers licensed in the state of New Jersey specifically agree to comply with N.J.A.C. 13:45J-1.2 and the accompanying annual compensation limitations.

9. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship between you and UCB. You will act as an independent contractor and not as an employee, partner, or agent of UCB. As such, you will not be entitled to any of the benefits of an employee of UCB. Accordingly, you shall account for and report, and be liable for the payment of all applicable federal and state income taxes, social security taxes, and all other taxes due on payments you receive from UCB for the Services. Further, you assume all risk of personal injury, death, or property damage which may occur in the performance of the Services.

10. Audit/Inspection Rights. UCB reserves the right to inspect and audit records related to your performance of the Services hereunder, attend your presentation without notice, and take other such steps to monitor and help ensure compliance with the terms of this Agreement and Applicable Law.

11. Assignment. This Agreement and the rights and obligations of the parties to this Agreement may not be assigned or subcontracted by you. The rights and obligations of the parties hereto shall inure to the benefit of and shall be binding upon and enforceable by the parties and their lawful successors and representatives.

12. Certification. By signing this Agreement, you hereby represent, warrant and certify that you have not been debarred under the FDCA (21 U.S.C. 335a), excluded from a government health care program (including, but not limited to, Medicare or Medicaid), or charged, indicted or convicted of any offense required to be listed under Section 306(k)(2) of the FDCA; nor are you, to the best of your knowledge, the subject of any pending proceeding which may result in such debarment, exclusion or conviction or a suspension or disciplinary action by a governmental or regulatory agency. If you receive notice that you are the subject of a government investigation or that you are or may be debarred, excluded or convicted, you will notify UCB in writing promptly and cease further Services.

To the extent applicable, you will immediately disclose to UCB any and all debarments, suspensions, disciplinary actions and/or exclusions by governmental or regulatory agencies you were subject to prior to the Effective Date of this Agreement or become subject to during the Term of this Agreement.

13. Personal Data Processing. You acknowledge that UCB will collect, use, and share your personal data, including but not limited to your name, title, professional credentials, contact information, and banking information (if applicable). By signing this Agreement, you hereby consent to the use or disclosure of this personal data by UCB for purposes related to this Agreement. All personal data shall be collected, used, stored or shared in accordance with applicable data protection laws as well as UCB's Privacy Policy available at <https://www.ucb-usa.com/policy>.

14. General Provisions. This Agreement shall be governed in all respects by the laws of the State of Georgia, without regard to any provisions thereof relating to conflict of laws among different jurisdictions. This Agreement constitutes the entire agreement between the parties and supersedes prior understanding or agreements, written or otherwise, related to the subject matter hereunder. This Agreement may only be amended by a written instrument signed by both parties.

If you agree with the terms of the Agreement, please indicate this by signing and dating below and returning a complete copy of this Agreement, together with the signature page, to UCB.

UCB, INC.

SPEAKER

Digitally signed by lpansch@dermswohio.com
Date: February 02, 2023 08:57, PM
Reason: Speaker Contract Accept:
Leigh Ann Pansch, MSN, FNP-BC
Location: IP: 192.181.167.0



By: _____

By: _____

Name: Michelle Maddix-Sovero

Leigh Ann Pansch, MSN, FNP-BC
Name: BC

Title: _____

Date: February 02, 2023

Date: February 03, 2023

SCHEDULE A

SPEAKER FEE SCHEDULE

Fee Schedule	Local Programs (≤120 miles roundtrip)	Regional Program with Travel (≤121 - 500 miles roundtrip)	National Program with Travel (≥501 miles roundtrip)
Speaker Program Events* (Live)	\$2,000.00	\$3,000.00	\$4,000.00
Virtual Program Event (Web-Based)**	\$800.00	N/A	N/A

* Assumes 2 hour program.

** No travel required & assumes 1.5 hour program. Speaker shall complete no more than one (1) Virtual Program Event per hour.

Fee Schedule for Attending a Training Event*	
Training Type	Proposed Fee
Full Day Live Training (up to 8 hours)	\$3,000.00
Half Day Live Training (up to 4 hours)	\$1,500.00
Virtual or Live Training (up to 2 hours)	\$750.00

* Make up trainings are not eligible for compensation. Make up trainings are trainings that are made available for those who were unable to attend the originally scheduled training event.

SCHEDULE B



1450 Route 22 West • 2nd Floor • Mountainside • NJ • 07092 • phone 908-232-1405 • fax 908-935-0741

UCB <<DISEASE STATE NAME>> SPEAKERS' BUREAU EVENT RECONCILIATION FORM

Meeting Information:	L&M Program #: <<Program Number>>
Rep Name: <<Rep Name>>	Rep Territory #: <<Territory Number>>
Program Date: <<Date>>	Program Start Time: <<Start Time>>
Program Location <<City>>, <<State>> <<ZIP>>	
Speaker Contact Information:	Make Honorarium Check Payable to:
Speaker Name: << Speaker Name >>, <<Degrees>>	Payee Name: <<Send Check Affiliation>>
Address: <<Office Address 1>>	Payee Address: <<Send Check Address 1>>
Address: <<Office Address 2>>	Payee Address: <<Send Check Address 2>>
City, State, Zip: <<Office City>>, <<Office State>> <<Office Zip>>	Payee City, State ZIP: <<Send Check City>>, <<Send Check State>> <<Send Check Address Zip>>
Phone #: <<Office Phone>>	Payee Phone #: <<Office Phone>>
Payment cannot be processed without Payee's SSN# or Tax ID #	SSN or Tax ID #: On File

Please update contact information below if applicable:	
Speaker Name:	Phone #:
Address:	Fax #:
Address:	Email:
City, State, ZIP:	

Expenses: (Please list expenses for above program only—multiple program expenses on 1 form will not be accepted)		
Airfare (coach fare only):	\$ _____	Program length: _____ hrs
Mileage:# of miles: _____ x .625 =	\$ _____	Travel time to/from program: _____ hrs
Hotel*:	\$ _____	*Hotel limited to one night unless prearranged
Meals*: Breakfast:	\$ _____	*Reimbursement for speaker's meals only
Lunch:	\$ _____	
Dinner:	\$ _____	
Tips:	\$ _____	
Parking:	\$ _____	
Taxi:	\$ _____	
Ground Transportation*:	\$ _____	*Car service/rentals must be approved prior to program
Other*:	\$ _____	*Explain Other:
TOTAL (Expenses Only)	\$ _____	
Honorarium:	\$<<Honoraria>>	
GRAND TOTAL (Expenses+Honorarium)	\$ _____	<input type="checkbox"/> I did not incur any expenses related to this program
Original receipts must be attached for all expenses, except mileage charge for personal automobile		

IMPORTANT NOTE:

This invoice cannot be processed, without the speaker's signature and original, itemized receipts.

I hereby certify to UCB Inc. that I have served as a speaker for the above-referenced engagement and to the best of my knowledge all expenses described above are complete and accurate.

Speaker Signature

Date

RETURN THIS FORM & ORIGINAL & ITEMIZED RECEIPTS BY U.S. MAIL TO:
L&M Healthcare Communications, 1450 Route 22 West, 2nd Floor, Mountainside, NJ 07092
By Fax to: 908-935-0741 or by email to <<L&M Contact@lmhcare.com>>

GUIDELINES FOR REIMBURSEMENT OF FACULTY EXPENSES

Faculty Travel/Transportation:

- All tickets will be paid at coach class rates, and all upgrades are at the Faculty’s expense.
- If a Faculty is combining travel to and from a program with other business or personal travel, only the appropriate portions of the itinerary will be paid by UCB.

Hotel:

When possible, UCB will directly pay for accommodations for planned meetings and activities involving Faculty. Hotel locations must be modest and selected based on the proximity to the Consulting activity and meeting space. Resorts, luxury or premium accommodations are not appropriate for UCB consulting activities.

In the event that a Faculty must pay for their own accommodations, Faculty will be reimbursed for room, tax, and any reasonable incidental expenses. In accordance with AMA guidelines, UCB, Inc. will incur Faculty’s expenses only (not guests). All upgrades are at the Faculty’s expense. Hotels must be modest accommodations in accordance with UCB policy and may not exceed a maximum base room rate of \$150.00 unless exception exists. Rates are per night including breakfast and internet, but excluding local taxes and service fees.

USA Exception Cities	New York (NY), Washington DC, San Francisco	\$400
	Philadelphia (PA), Seattle (WA)	\$235
	Boston (MA), Chicago (IL), Los Angeles (CA), Hawaiian Islands, San Jose region (CA), Miami	\$285
	Dallas (TX), Denver (CO), Detroit (MI), Fort Lauderdale (FL), Houston (TX), Minneapolis, MN, New Orleans (LA), Phoenix/Scottsdale (AZ), Princeton (NJ), Raleigh/Durham (NC), San Antonio (TX) San Diego (CA,) San Juan (Puerto Rico) Austin (TX)	\$190

Driving:

If a Faculty chooses to drive his or her own car to a meeting, the Faculty may be reimbursed at the current established IRS mileage rates for travel to and from the activity. **Driving should be the first choice method whenever possible, particularly for local programs.**

Please note: If a Faculty chooses to drive his or her own vehicle or rents a car, collision and comprehensive insurance is his or her responsibility. Liability coverage, however, is included in UCB’s company policy.

Ground Transportation:

Transfers from a home or office to an airline or train terminal are reimbursable at the lowest available fare. In the event that UCB does not provide ground transportation (preferred option), the Faculty may be reimbursed as follows (to the extent reasonably needed for transportation to and from the activity):

- Public Transit (bus, train, subway): Full fare; original receipts required.
- Taxicab: Full fare plus tip; original receipts required.
- Car service: Full fare, if booked in advance through a UCB-approved travel service, using an authorized provider. Waiting time is not reimbursable, with the exception of waiting time due to the delayed arrival of plane or train. A car service for round trip travel is considered only on an exceptional basis, must represent approximately the same overall cost as other forms of transportation (when considering all relevant fees and logistical factors) and must be booked in advance through a UCB authorized provider.
- Rental car: Use of a rental car should be avoided. It will be reimbursed if it is the only available option.

Faculty Incidentals:

All reasonable incidentals will be reimbursed. Reasonable incidentals include:

- **Meals:** When possible, UCB will directly pay for meals for planned meetings and activities involving Faculty. In the event that a Faculty must pay for their own meals (such as while traveling for a Program Event), Faculty will be reimbursed according to the following: cumulative lunch and dinner daily allowance is \$95.00 (excluding tax and tip) unless exception exists. Breakfast should be modest, and taken with the hotel expense whenever possible. All meals shall be modest and no entertainment should be included. Meals are only reimbursable for the Faculty.

USA Exception Cities	New York (NY)	\$140
	Chicago (IL)	\$120
	San Francisco (CA)	\$120

- **Telephone:** A Faculty will be reimbursed for all UCB business-related calls and any reasonable and necessary personal calls made while traveling for the UCB activity. These charges should appear on an itemized bill.
- **Laundry/Valet:** A Faculty will be reimbursed for laundry and valet only if an engagement requires being out of town for more than 5 consecutive days. These charges should appear on an itemized hotel bill.

Reasonable incidentals do NOT include:

- Personal services (e.g., barber, manicurist, shoeshine, massage, etc.)
- In-room movies
- Use of extra-cost facilities (e.g., sauna, steam bath, etc.)
- Additional charges for room upgrades, poolside rooms or special floors
- Luggage carts and suitcases
- Baby-sitting, house-sitting, pet boarding fees
- Clothing, toiletries, and related personal items
- Gifts
- Parking fines
- Contributions/donations
- Books and publications

Expense Reporting:

All business travel-related/incidental expenses must be substantiated by original, itemized receipts.

- Receipts should include the cost, date/time, and location at which a service was rendered or a purchase made. No reimbursement can be made without the required receipts.
- **Expenses and receipts, together with the Event Reconciliation Form, must be received by L&M within 45 days of the date on which they were incurred, or they will not be reimbursed.**

All expenses incurred for US HCPs are subject to transparency reporting requirements.