

## SPONSORSHIP AGREEMENT

This sponsorship agreement (the "Agreement") is made effective as of 30.03.2019 (the "Effective Date"), between Swedish Orphan Biovitrum A/S, Sorgenfrivej 17, 2800 Lyngby ("Sobi") and Danmarks Bløderforening, Kompaniestræde 22, 2. Sal, 1208 København K ("Recipient").

WHEREAS, Sobi A/S is an affiliate of an international biopharmaceutical company dedicated to rare diseases;

WHEREAS, Recipient is Patient Organization and

WHEREAS, Sobi has agreed to sponsor the research and funding to the Danish Bleeding association. Yearly sponsorship.

NOW, THEREFORE, the parties agree as follows:

### 1. TERMS AND CONDITIONS OF SPONSORSHIP

- 1.1 **Sponsorship:** Sobi hereby agrees to provide Recipient the sum of **4 000 DKR** (Four-thousand (the "Sponsorship").
- 1.2 **Scope:** The Sponsorship shall only cover actual, documented, reasonable and direct costs that are necessary in order to carry out the professional parts of the Meeting, as further specified in Schedule 1. Activities and materials generated as a result of this Sponsorship shall comply with all applicable laws and regulations.
- 1.3 **Meeting Budget and Repayment:** Recipient shall provide Sobi with a complete budget for the Meeting. Actual costs for the parts sponsored by Sobi shall be reported to Sobi no later than 28.04.2019. Unused budget resources shall be repaid to Sobi without delay after the Meeting or immediately if the Meeting is cancelled.
- 1.4 **Benefits of Sponsorship:** In return for Sobi sponsoring the Meeting Recipient shall provide Sobi with the benefits specified in Schedule 2.
- 1.5 **Payment:** The Sponsorship will be paid in the following by bank transfer: 7040-1106847.
- 1.6 **Payment Terms:** All payments hereunder shall be made within thirty (30) days from receipt of invoice provided that the following conditions shall have been met: invoices shall be specified as to Sobi contact person Julie Trolle, cost center Haemophilia.

Sobi's invoice address is: Sorgenfrivej 17, 2800 Lyngby.

- 1.7 **Communication:** Well before the Meeting, Recipient shall communicate the names of all sponsors. Sobi will be transparent regarding its support of the Meeting and the Recipient agrees to be similarly transparent. The Sponsorship will be acknowledged by the Recipient and made clear on all materials as further specified in Schedule 2. Participants' invitations shall state the Recipient as the organizer, the purpose of the Meeting activities and identify as sponsors Sobi and any other pharmaceutical companies which sponsor the Meeting
- 1.8 **Use of Sobi name:** Recipient shall only use the name and logotypes of Sobi, in publications, presentations, programmes, other printed or orally presented materials or otherwise, after prior review and approval of Sobi.
- 1.9 **No inducement:** Recipient acknowledges that provision of the Sponsorship is in no way an inducement to recommend, prescribe, purchase, supply, sell or administer a particular medicinal product.
- 1.10 Hospitality, programme and venue of the Meeting: Enclosed. The Recipient represents and warrants to Sobi that
- (a) Hospitality made directly or indirectly available during the Meeting shall be kept at a reasonable level and remain secondary to the principal scientific purpose of the Meeting, be limited to the organisation and/or defrayment of the costs of travel, meals, accommodation and registration, shall not extend beyond the official duration of the Meeting and shall not include payment for or the organization of sports or leisure activities or any other form of entertainment;
- (b) The value of meals provided, drinks included, shall not exceed the limits laid down by Applicable Law, including applicable local industry guidelines;
- (c) The Meeting shall be predominantly scientific in nature and activities with a scientific purpose shall, in terms of time, take up the greater part of each day of the Meeting; and
- (d) The Meeting shall take place at a suitable venue that aids the scientific purpose of the event and the place, date and duration of the Meeting and travel shall not in any case be of a nature to create any confusion as to its scientific nature.

## 2. MISCELLANEOUS PROVISIONS

- 2.1 **Entire Agreement:** This Agreement, including its Schedules, constitutes the entire understanding between the parties with respect to the subject matter hereof

and supersedes all prior oral or written agreements of the parties with respect to such subject matter

- 2.2     **Amendments:** No provision of this Agreement may be amended, modified or otherwise changed, other than by an instrument in writing duly executed on behalf of the parties to this Agreement.
- 2.3     **Assignments:** This Agreement is personal to the parties who shall not have any right to assign it without the prior written consent of the other party, except that Sobi shall have the right to assign the Agreement to its affiliates.
- 2.4     **Independent Contractors:** In making and performing this Agreement, the parties are acting and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create any agency, partnership or employer and employee relationship between Sobi and Recipient. At no time shall any party make commitments or incur any charges or expenses for or in the name of any other party, other than as expressly set forth herein.
- 2.5     **Transfer of Value Disclosure Codes:** Recipient acknowledges that any transfer of value ("ToV") made by or on behalf of Sobi pursuant to this Agreement may be reported to government entities or other third parties as required by law or industry codes and that Sobi may disclose such payments on its website or as otherwise required by such laws or codes. Recipient shall assist Sobi in its compliance with applicable laws, regulations and transparency principles with respect to such transfer of value and will provide any information necessary to comply with any reporting as required by applicable law or industry code.
- 2.6     **Governing Law and Jurisdiction:** This Agreement shall be governed and construed by the substantive laws of Denmark. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the courts of the above said country.

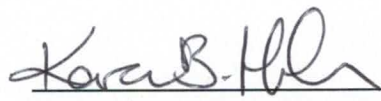
[Signatures to follow on the next page.]

This Agreement has been signed by each party's duly authorized signatory(ies). This Agreement may be executed and transmitted via email in Portable Document Format (PDF), and in counterparts, each of which taken together, shall constitute one agreement binding on the parties with the same force and effect as an original signed agreement.

**Mai Clifford, Sobi**

  
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Name: Mai Clifford  
Title: GM Denmark & Iceland  
Date: 27/3 - 2019

**Karen Binger Holm, Danmarks Bløderforening**

  
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Name: Karen Binger Holm  
Title: CEO  
Date: 15.4.19

## SCHEDULE 1

### SPONSORSHIP AND COSTS

#### Application and budget:

Danmarks Bløderforening  
Kompagnistræde 22, 2. sal baghuset  
1208 København K  
Tlf. 3314 5505  
[www.bloderforeningen.dk](http://www.bloderforeningen.dk)

D. 22. marts 2019

Sobi

Att.: Julie Trolle

#### **Ansøgning om støtte til Danmarks Bløderforenings Forsknings- og Støttefond**

Med denne ansøgning søger Danmarks Bløderforening om støtte på i alt 4.000 kr. til foreningens Forsknings- og Støttefond.

Fonden, der blev stiftet i 1980, har til formål at yde støtte til personer, der er ramt af blødersygdom, udbredelse af kendskab til blødersygdomme samt forskning, herunder rejselegater, kontakt til udenlandske organisationer og lignende.

Det er ikke et krav for ansøgning til fonden, at man er medlem af foreningen. Efter ansøgning har fonden blandt andet ydet tilskud til rejseforsikringer og udgifter i forbindelse med studieophold og rejser, tilskud til hæmofililæger og -sygeplejerskers deltagelse i fagligt relevante konferencer, tilskud til fodtøj, der støtter og skåner fod- og ankelled, støtte til motion fx cykel eller fitnessabonnement, m.m. Læs mere om ansøgningsprocedure på foreningens hjemmeside: [www.bloderforeningen.dk/fonde-og-legater/forsknings-og-stottefonden](http://www.bloderforeningen.dk/fonde-og-legater/forsknings-og-stottefonden).

Fondens drives af en frivillig bestyrelse, der både tæller medlemmer udpeget af Danmarks Bløderforening og eksterne repræsentanter.

Der søges om støtte fra medicinalfirmaer, der har bløderrelaterede produkter på det danske marked. Der søges i 2019 om 4.000 kr. pr. firma. Foreningen vil i medlemsbladet Blødernyt, der udkommer to gange årligt, takke de firmaer, der støtter Forsknings- og Støttefonden og efter aftale trykke firmaernes logo.

Enhver støtte er velkommen og modtages med tak. Kontakt mig gerne, hvis der er spørgsmål til ansøgningen.

Venlig hilsen

Karen Binger Holm

Sekretariatsleder, Danmarks Bløderforening

## SCHEDULE 2

### BENEFITS OF THE SPONSORSHIP

See above application.