SPONSORSHIP AGREEMENT

This Agreement shall become effective as of date of last signatory by and between:

Novo Nordisk Scandinavia AB
Region Denmark
Att.: Mikkel Dichow Henriksen
Ørestads Boulevard 108, 6.
2300 København S
CVR No. 25676483

(hereinafter referred to as 'Novo Nordisk')

and

Danmarks Bløderforening
v/ Sekretariatsleder Karen Binger Holm
Kompagnistræde 22, 2. sal baghuset
1208 København K

(hereinafter referred to as 'Recipient')

Novo Nordisk and Recipient are hereinafter also referred to individually as 'Party' and collectively as 'Parties'.

PREAMBLE

WHEREAS Recipient is seeking support for Danmarks Bløderforenings Forsknings- og Støttefond as described herein (hereinafter referred to as 'Activity'), and has requested that Novo Nordisk supports the Activity]; and

WHEREAS Novo Nordisk, on the basis of Recipient's letter of 22 March 2019 found that the Activity is a worthy project to support; and

WHEREAS As part of Novo Nordisk's commitment to the haemophilia community, Novo Nordisk wishes to provide funding (herein after of the Activity on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the Parties agree as follows:

1. PURPOSE AND SCOPE

1.1 The purpose and scope of the Activity is to provide financial support to Danmarks Bløderforenings Forsknings- og Støttefond.

1.2 Recipient agrees that the Sponsorship may only be used by Recipient for the purpose as described in Clause 1.1 above as specified in Recipient's request letter which is attached to this Agreement in Appendix 1. The Activity is further described in Appendix 1 to this Agreement.

1.3 Recipient agrees that all expenses covered by the Sponsorship must be reasonable, bona fide, and be fully documented.

1.4 The Recipient shall in relation to publications of the Activity and its execution properly disclose the Sponsorship by Novo Nordisk pursuant to this Agreement.

2. STATUS OF THE PARTIES

2.1 Recipient will act independently of Novo Nordisk and shall perform in its own name and for its own account for all purposes and at all times. The Parties acknowledge that the relationship between them is that of independent contractors, and not that of employer and employee, nor principal and agent, nor partners in a joint venture, nor any similar relationship whatsoever. Neither Party shall exercise control over the business or activities of the other Party, and neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or in any other way to act on behalf of, or to bind, the other Party.

3. Financial Support

3.1 Novo Nordisk agrees to pay Recipient the amount of DKK 4000 excl. VAT as Sponsorship in support of the Activity.

3.2 Recipient shall provide Novo Nordisk with written documentation of the expenses actually paid through this Sponsorship within one (1) month of the Activity date. If the entire Sponsorship is not used, then the remaining unspent amount shall be refunded to Novo Nordisk.

3.3 **ANY PAYMENT PAYABLE BY NOVO NORDISK UNDER THIS AGREEMENT IS SUBJECT TO RECEIPT BY NOVO NORDISK OF AN INVOICE ALLOWING FORTY FIVE DAYS FROM RECEIPT BY NOVO NORDISK OF SUCH INVOICE UNTIL SETTLEMENT**. For the avoidance of doubt, all bank fees related to receipt of interbank transfers must be borne by the Recipient.

3.4 The invoice from the Recipient must be submitted to Novo Nordisk in original and must contain the following data:

- Name and address of Recipient
- Place and date of invoice
- Name and address of Novo Nordisk as recipient of invoice
- Description of the Activity
- Amount and currency
- Recipient's bank account details
- Signature of Recipient

In case the Activity is subject to VAT, the invoice must also contain obligatory data in accordance with the provisions of the applicable VAT laws. All payments shall be made via bank transfer according to the invoice details.

3.5 Both Novo Nordisk and the Recipient mutually state, that the Sponsorship is based on the suggested budget by the Recipient reflecting the direct cost of the Activity evaluated in good faith and that the Sponsorship was determined irrespective of the scope or value of any other relationship between Novo Nordisk and the Recipient. Additionally, the Parties declare that the Sponsorship shall not require the Recipient to acquire, use, promote or mediate the purchase of any products offered by Novo Nordisk or its affiliates, nor to list any of the products offered by Novo Nordisk at the list of reimbursable medi-

cines. At Novo Nordisk's request, the Recipient shall allow Novo Nordisk to periodically inspect the Recipient's records of the expenditures related to the Activity.

4. OBLIGATIONS OF THE RECIPIENTS / SPONSORSHIP BENEFITS

4.1 In exchange for the Sponsorship, the Recipient hereby agrees to:

A thank you note and Novo Nordisk logo in the member magazine.

4.2 Recipient shall ensure that Novo Nordisk is credited as a sponsor of the Activity and that such information is disclosed in connection with the Activity, including display or presentation of Novo Nordisk information or logo, in:

☐ Invitation letter, ☐Preliminary programme, ☐ Programme,

☐ Flyer/poster, ☐ Official Activity website, ☒ Member magazine

4.3 Recipient is solely responsible for the Activity. Novo Nordisk supports the Activity as outlined in this Agreement, but does not influence its content which independently is decided upon by Recipient.

4.4 After completion of the Activity the Recipient will within one (1) month confirm in writing use of the Sponsorship together with a written specification of the actual amounts used on the Activity, cf. Clause 3.2.

5. STATEMENTS OF THE SPONSORSHIP RECIPIENT

5.1 The Recipient hereby declares being familiar with the provisions of the relevant laws governing drug promotional activities and interactions with HCPs, as well as all relevant ethical standards related to drug advertising and undertakes to comply with all the rules provided for therein in conducting the sponsored Activity.

5.2 The Recipient hereby declares that it has obtained any and all licenses required to organise the Activity, and that Recipient is authorised to conclude agreements related to organising and conducting the Activity.

6. CHANGES

6.1 In case of major changes to the scope or budget of the Activity, including changes in the speakers or time schedule, as described in Clause 1, Novo Nordisk shall immediately be informed of any such change and the Parties shall discuss any impact the changes may have on the Sponsorship or any other relevant change of the terms and conditions pursuant to this Agreement. In case of major changes to the scope or budget Novo Nordisk may continue funding the Activity at the level set forth in this Agreement, may choose to reduce or increase grant funding or may withdraw approval of the Sponsorship and request refund of any payments made.

7. PUBLICITY

7.1 Recipient may use Novo Nordisk's name, logo and trademarks only in the performance of the activities of the Activity as described in Clause 1, including media

activities and press releases. Any such use shall be in compliance with Novo Nordisk's Brand Manual (http://brandmanual.novonordisk.com) approved by Novo Nordisk by prior written consent.

7.2 Except as specifically set forth in this Agreement, Recipient may not use Novo Nordisk's name, logo, trademarks, service marks, products, other aspects of Novo Nordisk's corporate identity or any other material protected by intellectual property rights of Novo Nordisk in any advertising or publication of any type without prior written approval of Novo Nordisk.

7.3 Novo Nordisk will publish information relating to this Sponsorship on Novo Nordisk's website (www.novonordisk.dk) as required by law. The information will be publically available for at least 6 months from the effective date of this Agreement, or the duration otherwise required by the relevant law(s).

7.4 Recipient will publish information on the Sponsorship on the Recipient's webpage. The information will include the Sponsorship amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Sponsorship. The information must be publically available for at least two (2) years.

8. MISCELLANEOUS

8.1 Recipient is solely responsible for the Activity.

8.2 Recipient shall ensure that, in the performance of the Activity, Recipient complies with all applicable laws, standards and regulations, including any code of practice and other applicable guidelines, including laws and regulations on bribery, corruption and prohibited business practices. Recipient shall not give or receive bribes to obtain undue or improper advantages, and shall refrain from offering gifts and/or entertainment to the Activity participants. Recipient shall ensure that Novo Nordisk's financial support does not cover any leisure or social activities (e.g., tours, concerts, other entertainments.

8.3 Recipient and Novo Nordisk agree that the arrangements and payments set out in this Agreement do not act as and are not intended to act as an incentive or reward for a person's past, present or future willingness to prescribe, administer, recommend, purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Novo Nordisk or otherwise support Novo Nordisk's products or services.

8.4 Recipient represents not being aware of any conflict of interest that would prevent Recipient from accepting the Sponsorship from Novo Nordisk.

8.5 The Parties declare in signing this Agreement that Recipient shall be free to collaborate with several pharmaceutical companies and that Novo Nordisk shall be free to collaborate with one or more organisations. The Parties further state that their relations shall not involve exclusive rights with respect to specific products or therapeutic areas.

8.6 Novo Nordisk shall not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines that are not due to any act or omission by Novo Nordisk.

9. DURATION AND TERMINATION

9.1 This Agreement shall remain effective until the latter of (i) sixty (60) days after completion of the Activity, or (ii) on 31 December 2019.

9.2 Either Party may terminate this Agreement with immediate effect in the event that the other Party has materially breached or defaulted on the performance of any of its obligations hereunder, and such default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such a thirty (30) day period unless the breaching Party has remedied any such breach or default prior to expiry of the thirty (30) day period.

9.3 Upon termination either Party may seek remedies for breach of this Agreement.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 The Parties shall use commercially reasonable efforts to settle all matters in dispute amicably. Any dispute arising out of or in connection with this Agreement must be settled by Danish courts.

10.2 This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum.

11. COMPLIANCE HOTLINE

11.1 Novo Nordisk contract parties have the opportunity to report securely and confidentially suspected misconduct through the Novo Nordisk compliance hotline. Reports may be made in the following areas: serious improper conduct contrary to the Novo Nordisk Way; financial fraud; business ethics misconduct; quality standards misconduct; and serious misconduct related to procedures for occupational health and safety, responsible sourcing and external environment. Information about using the compliance hotline and other possibilities to report suspected misconduct can be found at http://www.novonordisk.com/contact-us/compliance-hotline.html. Recipient agrees to make relevant personnel in its organization aware of the availability of this compliance hotline.

12. DISCLOSURE REQUIREMENTS

12.1 Novo Nordisk will make publicly available a description of the Sponsorship provided hereunder together with the name of Recipient. According to local regulations Novo Nordisk may in addition make this Sponsorship agreement publicly available.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement.

Date: 15 maj 2019

On behalf of Recipient:

DocuSigned by:
Karen Binger Holm
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Name: Karen Binger Holm
Title: Sekretariatsleder

Date: 15 May 2019

On behalf of Novo Nordisk:

DocuSigned by:
620DF46D57FA48F...

Name: Mikkel Dichow Henriksen
Title: Sales & Marketing Manager

Appendix 1

Danmarks Bløderforening
Kompagnistræde 22, 2. sal baghuset
1208 København K
Tlf. 3314 5505
www.bloderforeningen.dk

Novo Nordisk Scandinavia AB

Att.: Mikkel Dichow Henriksen

D. 22. marts 2019

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

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