

DONATION AGREEMENT

LEO Pharma A/S
Company Reg. No. (CVR) 56 75 95 14
Industriparken 55
DK-2750 Ballerup
Denmark
(“LEO”)

and

Atoplsk Eksem Forening
c/o Susse Stannum
Amsterdamhusene 32, 1
3600 Frederikssund
(the “Organisation”)

LEO and the Organisation hereinafter collectively referred to as the “Parties” or individually as a “Party”.

WHEREAS

LEO is a research-based pharmaceutical company that develops, manufactures and markets pharmaceutical products to patients within dermatology and thrombosis.

WHEREAS

The Organisation is a Patient Advocacy group, working to support Danish patients with eczema, and has asked LEO to support the Project.

THEREFORE

The Parties agree to enter into this Donation Agreement (the “Agreement”) as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to describe the terms and conditions for the Funding (as defined in clause 5.1) made by LEO to Organisation in connection with funding for a pan-nordig patient organization meeting (the “Project”).

2. NAME OF THE PROJECT

- 2.1. The name of the Project is Nordic Patient meeting.

3. OBLIGATIONS OF THE PARTIES

- 3.1. LEO undertakes during the term of the Agreement to provide economic support for transport from the remaining Nordic countries.
- 3.2. The Organisation has provided LEO with transport to be covered by the Funding from LEO, attached to this Agreement as Appendix 1.
- 3.3. The Organisation represents and warrants to comply with any and all applicable laws, rules, regulations, government regulatory requirements and guidelines in force from time to time in connection with the Project including, but not limited to, the codes set out in clause 3.4.
- 3.4. The Organisation acknowledges that LEO must comply with applicable industry ethical codes including but not limited to:
 - the EFPIA Code on the Promotion of Prescription-Only Medicines to and Interactions with Healthcare Professionals,
 - The Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (“ENLI Code”), including the ENLI Donation Code,
 - any other applicable national industry Code of Practice regarding the relationship between the pharmaceutical industry and healthcare professionals and healthcare organisations

The Organisation therefore undertakes to comply with these ethical codes in connection with the Project.

- 3.5. The Organisation undertakes to ensure that the Funding received from LEO will be spent solely in connection with the Project, in a reasonable manner and in accordance with the ethical codes mentioned in clause 3.4. The Funding is provided for the purpose of (and must only be used to) support to patient environment.
- 3.6. Any unused portion of the Funding must be returned to LEO within thirty (30) days of finalization of the Project. Upon request from LEO the Organisation must provide documentation for the paid expenses in relation to the Project.
- 3.7. The Organisation confirms that it has obtained and will maintain all consents and permissions necessary to conduct its business including the Project.

4. TIME AND PLACE

- 4.1. The Project shall take place in Copenhagen from 21/09-2019 to 22/09-2019.

5. FINANCIAL COMMITMENT

- 5.1. The commitment of LEO under this Agreement shall be DKK 7.500 (the "Funding").
- 5.2. The Funding is given on the condition that it shall be used solely for the Project and in accordance with this Agreement.
- 5.3. Organisation shall contact LEO immediately if any circumstances regarding the Project change, including as described in Appendix 1, and LEO reserves the right to withdraw the Funding if the Project is changed or cancelled prior to completion. The Organisation shall return any unused portion thereof, to LEO within thirty (30) days after of such withdrawal.
- 5.4. The Funding will be transferred to the following bank account which is designated for the intended use by 21/09-2019:

Jyske Bank A/S
Gl. Kongevej 136
1850 Frederiksberg C
Tlf. +45 8989 1460
SWIFT JYBADKKK
IBAN DK8350370001224283
Account no: 5037 1224283
Note: Atopisk Eksem Forening

- 5.5. By signing this Agreement Organisation declares that the Funding has been approved by a person employed by the hospital and who have the authority to approve the Funding. This person will also approve the actual transfer of the Funding.
- 5.6. For the Project the relevant contact persons of Organisation will be:

Name of the person approving according to clause 5.4: Anne Skov Vastrup, Chariman.

Name of the person at Organisation responsible for and handling for the Project: Anne Skov Vastrup, Chairman.

6. NON-FINANCIAL COMMITMENT

- 6.1. LEO will not provide any non-financial commitment under this Agreement.

7. TRANSPARENCY

- 7.1. The Organisation must ensure that the receipt of the Funding from LEO is acknowledged and disclosed in accordance with all applicable laws and ethical codes, including, but not limited to, the codes set out in clause 3.4.

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- 7.2. The Organisation accepts that LEO may notify relevant authorities about the content of this Agreement and publish information regarding this Agreement and the Funding of the Project on the LEO company website, including in accordance with applicable rules.
- 7.3. LEO have informed Organisation that Danish law (if applicable) contain provisions with regards to disclosure to the Danish Health and Medicines Authority (in Danish: "Sundhedsstyrelsen") when health care professionals are collaborating with pharmaceutical companies. These provisions may entail that Organization could be obligated to notify or obtain approval from the Health and Medicines Authority prior to receiving the Funding. In such case the Health and Medicines Authority will publish information regarding the collaboration.

8. USE OF THE ORGANISATION'S AND LEO'S LOGO

- 8.1 The Organisation agrees that LEO may use the Organisation's logo or name, and make use of collaboration with the Organisation, as follows: To be mentioned on the website of LEO. Any other use of the Organisation's logo must be approved beforehand by the Organisation.
- 8.2 It is agreed that Organisation will publish information that LEO has provided the Funding on the Organisation website at the latest [ten 10) days after signing this Agreement

9. INDEPENDENCE AND CONFLICT OF INTEREST

- 9.1. The Parties declare by signing this Agreement that the Organisation shall be free to collaborate with other pharmaceutical companies and that LEO shall be free to collaborate with other Organisations. The Parties further state that their relations shall not involve exclusive rights with respect to specific product or therapeutic areas.
- 9.2. LEO shall not influence the content of the Project and the organisation of the Project is independent of the Funding. The Organisation disposes over the Funding.
- 9.3. LEO agrees by signing this Agreement not to impose conditions for the Organisation's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreement that confer an obligation on the Organisation to recommend, induce, ordinate, purchase, deliver, sell, administer or in any other way promote the interest of LEO or its products.

10. TERM AND TERMINATION

- 10.1. This Agreement shall come into force on the day of the last signature to the Agreement and shall unless terminated earlier, remain in force until the Project has been completed at which date the Agreement shall be terminated automatically.
- 10.2. If the Organisation breaches any of its obligations under this Agreement, LEO may terminate the Agreement with immediate effect and be entitled to seek other legal redress in Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.

11. LAW AND VENUE

- 11.1. This Agreement shall be governed by the laws of Denmark without regard to the conflict of laws provisions.
- 11.2. In the event of any dispute arising out of or relating to any provision of this Agreement, the Parties shall try to settle any such dispute amicably on a good faith basis. If the Parties are unable to solve the dispute within reasonable time, the dispute shall be brought before court of Glostrup, Denmark, as the court of first instance.


12. SIGNATURES

- 12.1. This Agreement is signed by duly authorised representatives of each Party in two originals, one of which shall be held by the Organisation and the other by LEO. Any

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LEO Pharma A/S


Date: 09/09-2019

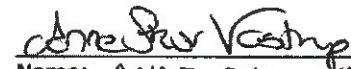

Name: CATHARINA DYBDALH
Title: EXTERNAL AFFAIRS LEAD

Name:
Title:

Atopisk Eksem Forening

Date: 11/9. 2019


Name: SUSSE STANNUM
Title: BOARD MEMBER


Name: ANNE SKOV VASTRUP
Title: CHAIRMAN

Appendix 1: Application for Funding of July 1st, 2019