



• Dermatology
beyond the skin

COLLABORATION AGREEMENT (PATIENT ORGANIZATIONS) SUPPORT

between

Atopisk Eksem Forening

and

LEO PHARMA A/S

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THIS AGREEMENT ("Agreement") is made and entered into by and between:

- (1) **LEO Pharma A/S**, a company organized and existing under the laws of Denmark and having its registered office at Industriparken 55, 2750 Ballerup, Denmark, with its company registration no. 56759514 ("**LEO Pharma**"), and
 - (2) **Atopisk Eksem Forening (AEF)**, an organization organized and existing under the laws of Denmark and having its registered office at c/o Susse Stannum, Amsterdamhusene 32, 1, 3600 Frederikssund ("**Patient Organization**"),
- hereinafter individually referred to as "**Party**" and collectively as "**Parties**",

WHEREAS:

- (A) LEO Pharma is a research-based pharmaceutical company that develops, manufactures and markets pharmaceutical products to patients within dermatology and thrombosis.
- (B) The Patient Organization is an organisation working to improve the conditions for people afflicted by Atopic Eczema and has asked LEO Pharma to support the Project.

NOW THEREFORE, the Parties have agreed as follows:

1 PURPOSE

- 1.1 The purpose of this Agreement is to describe the terms and conditions for the collaboration between LEO Pharma and its Affiliates and the Patient Organization in connection with the writing, drawing and printing of an educational childrens book about AD. For the purpose of this Agreement "**Affiliate**" is defined as any company, corporation, firm, partnership or other entity controlling or controlled by LEO Pharma.

2 NAME OF THE PROJECT

- 2.1 The name of the Project is Children's book ("**Project**").

3 OBLIGATIONS OF THE PARTIES

- 3.1 LEO Pharma undertakes during the term of the Agreement provide economic support as well as contribute counselling and advice in the process where asked by AEF.
- 3.2 The Patient Organization undertakes during the term of this Agreement to engage a vendor and work with this vendor to draw, write and print the children's book, that will be made available to members of AEF.
- 3.3 The Patient Organization 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.
- 3.4 The Patient Organization acknowledges that LEO Pharma has committed to comply with a number of national and international industry ethical codes including but not limited to:
 - the International Federation of Pharmaceutical Manufactures and Associations Code of Practice (the "**IFPMA Code**");
 - the EFPIA Code of Practice;

- the EFPIA Code of Practice on Relationships between the Pharmaceutical industry and Patient Organisations;
- the Danish Ethical Committee for the Pharmaceutical Industry (ENLI) Code of Practice on Promotion etc., of Medicinal Products aimed at Healthcare Professionals;
- the ENLI Ethical Rules for Collaboration between Patient Organizations, etc., and the Pharmaceutical Industry; and
- the ENLI Ethical Rules for Negotiations with Decision-makers (Lobbying Code);

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

- 3.5 The Patient Organization and its representatives shall at all times conform to the LEO Pharma Third Party Compliance Code as set out from time to time at www.leo-pharma.com/thirdparty ("**Compliance Code**"). Upon request, the Patient Organization shall provide information on its level of compliance with the Compliance Code so that LEO Pharma can assess whether the Patient Organization actually complies with the Compliance Code, or not. The Patient Organization shall at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity.
- 3.6 [Any rights and results generated from the Project are owned by the Patient Organization. The Patient Organization grants LEO Pharma a worldwide, royalty-free, non-exclusive, perpetual right to show the results of the Project (the book) for any scientific, marketing and/or commercial purpose. LEO Pharma may in that connection refer to the fact that the Project has been sponsored by LEO Pharma.
- 3.7 LEO Pharma is subject to strict laws, regulations and ethical codes relating to communications on medicinal products, including the prohibition of the promotion of prescription only medicinal products of LEO Pharma to the general public (directly or indirectly). As LEO Pharma may be held responsible for the content of any output of the projects sponsored by LEO Pharma, the Patient Organization therefore agrees, upon request, to send a draft of any output to be published in connection with the Project for the internal review and approval by LEO Pharma. The review and approval is not intended to compromise the Patient Organization's independence, but to ensure that LEO Pharma complies with applicable laws, regulations and ethical codes.
- 3.8 The Patient Organization confirms that it has obtained and will maintain all consents and permissions necessary to conduct its business including the Project.
- 3.9 Contact persons in matters related to this Agreement:

From LEO Pharma: Cathrina Dybdahl Jørgensen, External Affairs Lead Nordic
Email: CAJSE@leo-pharma.com

From the Patient Organization: Anne Vastrup, Chairman
Email: anne@vastrup.dk

4 TIME AND PLACE

- 4.1 The Project shall take place in Copenhagen from 12/03.-2020 to 01/08-2020.

5 FINANCIAL SUPPORT

- 5.1 The financial commitment of LEO Pharma under this Agreement shall be 224.500 DKK ("Funding"). The amount is given on the condition that it shall be used solely for the Project.
- 5.2 The Funding is provided on the understanding that it is used in accordance with this Agreement and that the Funding does not exceed the true costs of the Project. LEO Pharma shall be contacted immediately if any circumstances change, and reserves the right to withdraw the sponsorship if the Project is materially changed prior to completion.
- 5.3 If the Project is cancelled or terminated prior to completion or if LEO Pharma withdraws from the project due to material change of the Project, the Patient Organization shall return any unused portion thereof, to LEO Pharma within thirty (30) days of such termination, cancellation or withdrawal.
- 5.4 The Patient Organisation shall issue invoice(s) to LEO Pharma A/S, Att: Cathrina Dybdahl Jørgensen, Industriparken 55, 2750 Ballerup, Denmark. Invoices should be sent as a PDF file to Att: CAJSE@leo-pharma.com, marked "Children's book invoice" in the subject line, no later than sixty (60) days after the Agreement has been signed.

The invoice shall include following information:

- LEO Pharma A/S VAT no: DK 56759514
- Name and address of the Patient Organization
- Invoice number and date
- Specification of the Project
- Invoice currency
- Bank details
- Patient Organization VAT number (EU countries), if applicable
- If the Services are subject to VAT or any other local taxes, any mandatory data in accordance with the provisions of the applicable VAT or tax laws.

Payment terms are invoice date plus thirty (30) days.

6 INDIRECT- AND NON-FINANCIAL SUPPORT

- 6.1 The indirect support/non-financial support of LEO Pharma shall be support and advice from LEO Pharma in the process, when this is invited by the patient organization.

TRANSPARENCY AND DISCLOSURE

- 6.2 Information regarding this Agreement will be disclosed on the website of LEO Pharma in accordance with applicable rules until at least six (6) months after expiry of the Agreement. Patient Organization is hereby informed that LEO Pharma is obliged to provide a copy of the Agreement (or certain information regarding the Agreement) to third parties, if LEO Pharma receives a request within ten (10) years after expiry of the Agreement. The Patient Organization acknowledges that LEO Pharma in accordance with applicable rules may be required to notify and disclose to relevant authorities or ENLI/LIF details about the content of this Agreement (e.g. the name of the Patient Organization, a description of the nature Project and value of the support etc.).
- 6.3 The Patient Organization acknowledges and agrees that if the Patient Organization makes any public statements or presentations about a matter which is covered by the Agreement or another subject regarding LEO Pharma, the Pa-

tient Organization shall disclose the existence and nature of the paid services rendered by Patient Organization to LEO Pharma. However, always respecting the confidentiality obligation agreed under this Agreement.

- 6.4 This Agreement shall further be publicly accessible for the same period on the Patient Organization's website.

7 USE OF THE PATIENT ORGANIZATION'S LOGO

- 7.1 The Patient Organization agrees that LEO Pharma may use the Patient Organization's logo or name, and make use of collaboration with the Patient Organization, as follows: to be mentioned on the website of LEO Pharma.

8 INDEPENDENCE AND CONFLICT OF INTEREST

- 8.1 The Parties declare by signing this Agreement that the Patient Organization shall be free to collaborate with other pharmaceutical companies and that LEO Pharma shall be free to collaborate with other Patient Organizations. The Parties further state that their collaboration shall not involve exclusive rights with respect to specific product or therapeutic areas or do not include any obligation or inducement to recommend a particular medicinal product.
- 8.2 LEO Pharma agrees by signing this Agreement not to impose conditions for the Patient Organization's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on the Patient Organization to recommend or in any other way promote the interest of LEO Pharma.
- 8.3 LEO Pharma shall not seek to influence any material developed in connection with the Project favourable to its own commercial interest, but may correct factual errors, and may, if requested by the Patient Organization, contribute to the drafting of text from a fair and balanced scientific perspective.

9 TERM AND TERMINATION

- 9.1 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.
- 9.2 If the Patient Organization breaches any of its obligations under this Agreement, LEO Pharma 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.

10 DATA PROTECTION

- 10.1 The Parties undertakes at all times to comply with all applicable laws and regulations applicable to the processing of personal data and data protection.

11 LAW AND VENUE

- 11.1 This Agreement shall be governed by the laws of Denmark without regard to the conflict of law provisions.
- 11.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the

time when such proceedings are commenced. The arbitral tribunal shall be composed of three arbitrators. Each Party shall appoint one arbitrator, and the Danish Institute of Arbitration shall appoint the chairman of the arbitration tribunal. If a Party has not appointed an arbitrator within thirty (30) business days of having requested or received notice of the arbitration, such arbitrator shall be appointed by the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark and the arbitration shall be conducted in English.

12 SIGNATURES

- 12.1 The Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document. The Parties agree that the execution of this Agreement by standard industry signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures. Any amendments of the Agreement shall be in writing and signed by authorized representatives of the Parties.

LEO Pharma A/S

Atopisk Eksem Forening

Date: 16/3-2020

Date: 13 MARCH 2020



Name: KLAUS ABEL

Name: ANNE SKOV VASTRUP

Title: GENERAL MANAGER

Title: CHAIR