

# Sponsorship Agreement – Patient movie for disease awareness campaign

This agreement (the "**Agreement**") is entered into by and between:

- Eli Lilly Danmark A/S, CVR. no. 51619811, Lyskær 3E 2. tv, DK-2730 Herlev, Denmark ("**Lilly**");
  - and
  - Atopisk Eksem Forening, Denmark (the "**PO**");
- each a "**Party**" and jointly the "**Parties**".

## Background

The overall purpose of this Agreement shall be to support the development and implementation of a video that together with other elements in a planned disease awareness campaign that will kick off in autumn 2020. Goal is to empower and activate patients with AD to seek optimal treatment to be able to live a better live with less AD symptoms. The development of the video is done in collaboration with consultants within dermatology to quality check content.

The Parties agree as follows.

## 1. Sponsorship

Lilly agrees to be a sponsor of the Project contributing an amount of in aggregate 56.250 DKK (incl. VAT) (the "**Sponsorship**") for the purposes of supporting Project implementation.

## 2. The rights and duties of the Parties

In return for the Sponsorship, Lilly will have the right to the following:

- Lilly's company name and logotype in relevant settings related to the Project and it's outcome;
- It must be stated in the movie that it is supported by Lilly sponsorship
- The movie cannot be released before 1<sup>st</sup> November 2020.

The PO undertakes during the term of this Agreement to:

- Coordinate the project
- Develop videos
- Develop content to SoMe posts
- Promotion of above on SoMe

## 3. Compliance with applicable rules and regulations

- a) The whole sponsorship amount must be spent on the Project implementation and cannot be used to cover ordinary business costs or operation of the PO;
- b) The Project shall be targeted towards AD patients;
- c) In addition to the above and in connection with the Project and this Agreement, the Parties undertake to comply with all applicable laws and regulations, including the ENLI Code of Ethics and any of her applicable local industry ethical code or standard as well as standards mandatory to the PO;

- d) PO confirms that the Sponsorship received under this Agreement is based on fair market value in exchange for the rights granted to Lilly as set forth in this Agreement.
- e) PO confirms that the opportunity to sponsor the Project has been given on equal terms to all other companies with a potential interest to support the Project, and Lilly shall not be the single source of the funds for Project implementation.
- f) PO further confirms that the Agreement in no circumstances puts any obligation to buy, use or recommend any Lilly product in return for the Sponsorship under this Agreement.

**4. Program, budget and use of Sponsorship funds**

Lilly's Sponsorship is based on the budget for the Project as listed in section 2.

PO may only use the Sponsorship to implement the professional parts of the Project.

**5. Payment of Sponsorship**

Lilly will contribute the Sponsorship by way of paying an invoice issued by the communication agency Molecule, working on behalf of the PO for this activity when this Agreement is signed by both parties. The sponsored job can be invoiced by Molecule with reference to the specified amount and a purchase order number from Lilly shall be included. Lilly will provide Molecule with the purchase order.

**6. Reporting and accounting**

PO agrees to clearly document all costs for the Project and, upon request by Lilly, present to Lilly any receipts and supporting records for the project.

**7. Cancelled Project**

To the extent the Project, for any reason, cannot take place or be implemented, no Sponsorship will be paid by Lilly. To the extent, the Sponsorship funds have already been paid to PO and it turns out the Project wholly or partly cannot be implemented, PO must promptly refund the funds received, wholly or partly as applicable, to Lilly.

**8. Transparency**

Lilly shall comply with all applicable transparency requirements for pharmaceutical companies in Denmark. This Agreement shall be publicly disclosed on the Company's website [www.eli-lilly.dk](http://www.eli-lilly.dk) until July 30th 2022.

The company calls attention to the fact that the legislation obliges the patient associations to publish on their web site all financial benefits, including financial sponsorships (sum of money) and benefits-in-kind that the association has received from pharmaceutical companies cf. the Executive Order on Advertising, etc. of Medicinal Products, section 21. The publication shall be conducted in a way that the size of financial benefits of each individual company appears from the web site. The information shall be made available on the web site no later than a month after the patient association has received the financial benefits. The information shall be available on the web site for at least two years.

**9. Anti-Corruption and right to audit**

In connection with this Agreement, the Parties have complied and will comply with all applicable local, national, and international laws, regulations, and industry codes, including without limitation such laws, regulations and codes dealing with government procurement, conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, and any laws enacted to implement the Organization of Economic Cooperation and Development ("OECD") Convention



on Combating Bribery of Foreign Officials in International Business Transactions.

In connection with this Agreement, PO has not made, offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to any person or to any government or public official for the purpose of: (i) improperly influencing any act or decision of the person or government or public official; (ii) inducing the person or government or public official to do or omit to do an act in violation of a lawful or otherwise required duty; (iii) securing any improper advantage; or (iv) inducing the person or government or public official to improperly influence the act or decision of any organization, including any government or government instrumentality, in order to assist PO or Lilly in obtaining or retaining business.

PO will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Lilly to ensure compliance with all applicable laws, including anti-corruption laws, and this Agreement.

Lilly may audit the records and accounts of PO relating to the Project on giving reasonable notice. Should Lilly choose to conduct an audit, PO will provide Lilly with the necessary access to the concerned records and accounts.

#### **10. Independence and conflict of interest**

The Parties declare in signing this Agreement that the PO shall be free to collaborate with several pharmaceutical companies and that Lilly shall be free to collaborate in similar projects with other organizations. The Parties further state that their relations shall not involve exclusive rights with respect to specific product or therapeutic areas.

PO agrees in signing this Agreement not to impose conditions for the Lilly's professional or stakeholder-policy viewpoints.

Lilly agrees in signing this Agreement that it has no executive duties in PO that have any significance for the present Agreement .

#### **11. Miscellaneous**

This Agreement, the purpose and scope as described shall run from signature date to the obligations of the Agreement have been fulfilled. The rights and obligations of the Parties under this Agreement shall run from signature date and unless otherwise expressly agreed, until the obligations of the Agreement shall have been fulfilled.

PO shall be entitled to give press announcements and interviews as regards the Project, and shall be allowed to mention and comment Lilly's sponsorship and Lilly's role in this project to the media.

Lilly shall be entitled to use PO's name and logotype in any communications about the Project in relation to third parties.

Except for explicitly permitted under this Agreement, no Party may use the ether Party's company logotype or company name without the ether Party's prior approval in writing.

#### **12. Breach of Agreement**

If one of the Parties is in breach of its obligations under this Agreement, the ether party may terminate the

Agreement with immediate effect and the latter party shall be entitled to seek either legal redress in Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.

### 13. Jurisdiction

This Agreement shall be governed by Danish law.

In case of a dispute, if they cannot be resolved by mediation, they shall be brought before the Maritime and Commercial Court in Copenhagen.

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This Agreement has been executed in two counterparts of which the parties have taken one each.

#### ELI LILLYDANMARK A/S

Place and date: Herlev den 18. august 2020

Name: Malene Petersen

Title: Sr. Brand Manager Dermatology

Signature: Digitalt underskrevet af Malene

#### ATOPISK EKSEM FORNING

Place and date: Korkkedal 18/8 - 2020

Name: ANNE SKOV VASTRUP

Title: CHAIR

Signature:

*Anne Skov Vastrup*

*Atopisk Eksem Forening*

c/o Susse Stannum  
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