



GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) is entered into as of 1st January 2022 (“**Effective Date**”) by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark (“**Novartis**”) and Hudsagen (CVR no. 81935319) in collaboration with Rud Pedersen Public Affairs (CVR no. 31362814), an organization and a company, respectively, incorporated under the laws of Denmark, located at Blekinge Boulevard 2, DK-2630 Taastrup and Ved Stranden, DK-1061 Copenhagen K, (collectively referred to as “**Grant Recipient**”). Novartis and Grant Recipient may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Grant Recipient has specifically requested Novartis’ financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, Hudsagen, an alliance for chronic skin diseases consisting of patient advocacy groups and health care organizations, has entered into agreement with Rud Pedersen Public Affairs to assist them with execution of the grant activity;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. GRANT BY NOVARTIS

- 1.1 **Grant.** Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.
- 1.2 **Statement of Purpose.** The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis’ products, directly or indirectly. The Grant Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis’ products. The Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.3 **Novartis Responsibility.** Grant Recipient agrees that Novartis’ responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this



Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 Use of Grant Amount.

- (a) Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the Grant Amount has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.
- (b) Grant Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Grant Activity. Grant Recipient warrants that the Grant Activity is compliant with all such requirements.
- (c) Grant Recipient is solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity are the sole responsibility of Grant Recipient and Novartis will not fund any additional amounts for the Grant Activity.

2.2 Objectivity & Balance.

- (a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 Disclosure of Financial Relationships.



- (a) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant Recipient which a reasonable and ethical person would expect to be disclosed.
- (b) Novartis may disclose publicly the financial and non-financial support provided to Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Grant Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) Reconciliation of Expenses. At the conclusion of the Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Grant Amount has been used in accordance with this Agreement.

3. GENERAL

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS HEALTHCARE A/S

Hudsagen

Date and Signature 1 –Contract Owner

By: _____

By: _____

Name: Anne Vastrup

Name: Nanna Dam

Title: Board member

Title: Franchise Head

Date and Signature: 16-Jan-22 | 1:40:00 AM GMT

Date and Signature: 14-Jan-22 | 12:05:42 PM GMT
Nanna Dam
4B4C052CC885403...

DocuSigned by:
Anne Vastrup
5A0F358E642D4BA...

Date and Signature 2 –Business Approver

Rud Pedersen Public Affairs

By: _____

By: _____

Name: Niels Bennike

Name: Stine Zeeberg Pedersen

Title: Medical Lead

Title: Partner and COO

Date and Signature: 14-jan-22 | 9:14:42 AM GMT
Niels Bennike
C1B4EE841FD54FF...

Date and Signature: 18-Jan-22 | 3:48:08 PM GMT
Stine Zeeberg Pedersen
555887F6FAA0439...

DocuSigned by:
Stine Zeeberg Pedersen
555887F6FAA0439...



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **23000** DKK, excluding VAT.

Grant Activity: ***A complete description of the activities being funded can be found in Exhibit B. Hudsagen, an alliance for chronic skin diseases, is an interdisciplinary organization consisting of patient advocacy groups and health care organizations (see www.hudsagen.dk). Hudsagen has entered into agreement with Rud Pedersen Public Affairs to assist them with execution of the grant activities which consists of:***

- ***Media coverage on upcoming event at Christiansborg***
- ***Website updates/maintenance***
- ***Four videos***
- ***Booth for Fagligt Selskab for Dermatologiske Sygeplejersker***
- ***Participation in Folkemøde***

Rud Pedersen Public Affairs will organize the above activities on behalf of Hudsagen, and the invoice for the grant amount will be sent from Rud Pedersen Public Affairs.

Evidences must be provided to Novartis upon completion of the Grant Activity. The evidence should in the form of:

- A report on/summary of the media coverage
- A link to view the four videos
- A link to the updated website
- Pictures of the booth
- Pictures of the Grant Recipient's participation in *Folkemøde*.

The Grant amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Grant Recipient at the following email address: ***nanna@rudpedersen.com***



EXHIBIT B
GRANT REQUEST LETTER



Novartis Healthcare A/S
Edvard Thomsens Vej 14, 3.
2300 København S
Att.: Nanna Dam

Køkkedal, den 18. november 2021

**Anmodning om støtte til HudSagen på 23.000 kr. ekskl. moms:
presseindsats, opdatering af hjemmeside, stand hos Fagligt Selskab for
Dermatologiske Sygeplejersker og deltagelse i Folkemøde**

I HudSagen glæder vi os meget over at være kommet godt i gang med aktiviteter for at få øget opmærksomheden på kroniske hudsygdomme.

Vi har planer om forskellige tiltag, og kommer her med en ansøgning vedr. forskellige områder:

- Presseindsats i forbindelse med vores konference på Christiansborg den 17. december 2021 med udgangspunkt i Bilag 1 (20.000 kr. ekskl. moms)
- Udvikling af 4 små film om HudSagens arbejde og visioner jf. tilbud i Bilag 1 (40.000 kr. ekskl. moms)
- Opdatering af hjemmeside med udgangspunkt i Bilag 1 (10.000 kr. ekskl. moms)
- Stand ved Fagligt Selskab for Dermatologiske Sygeplejerskers årsmøde, jf. Bilag 2 (10.000 kr. ekskl. moms)
- Deltagelse i "Det Fælles Sundhedstelt" ved Folkemødet, inkl. transport, ophold og forplejning, jf. Bilag 3 (50.000 kr. ekskl. moms)

Ovenstående beløber sig til i alt 130.000 kr. ekskl. moms.

I forventning om, at både AbbVie, Leo Pharma, Lilly, Novartis, Pfizer og Sanofi vil støtte, anmoder vi Novartis om støtte på 23.000 kr. ekskl. moms.

Det er hensigten, at Psoriasisforeningen fakturerer hvert selskab jeres andel.

På forhånd mange tak for opbakningen til HudSagens arbejde, og vores gode samarbejde.

Mange hilsner fra HudSagen

Bente Villumsen (Patientforeningen HS Danmark)

Lars Werner (Psoriasisforeningen)

Anne Skov Vastrup (Atopisk Eksem Forening)

Bilag 1: HudSagen tilbud presse_medieindsats 10.11.21.pdf

Bilag 2: Udstillerbetingelser Landskursus FSOS 2022.pdf

Bilag 3: Omkostning til Sundhedstelt Folkemøde 2018.pdf

Handicaporganisationernes Hus | Blekinge Boulevard 2 | DK-2630 Taastrup | +45 36 75 54 00
info@hudsagen.dk | www.hudsagen.dk | CVR.nr. 81935319 | Danske Bank, kontonr.: 1471-7460100105

Certificate Of Completion

Envelope Id: 4A0D4F1CB97B41BAA578514297413500

Status: Completed

Subject: Please DocuSign: Grant Agreement_Template DK20171221_Hudsagen Grant 2 MJ.docx

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Tania Liv

AutoNav: Enabled

Novartis Pharma AG

Envelopeld Stamping: Enabled

P.O Box CH - 4002

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Basel, Basel-City 4002

tania.liv@novartis.com

IP Address: 160.62.4.102

Record Tracking

Status: Original

Holder: Tania Liv

Location: DocuSign

1/13/2022 10:00:24 AM

tania.liv@novartis.com

Security Appliance Status: Connected

Pool: Novartis

Signer Events

Niels Bennike

niels.bennike@novartis.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


C1B4EE841FD54FF...**Timestamp**

Sent: 1/13/2022 10:04:23 AM

Viewed: 1/14/2022 4:29:23 AM

Signed: 1/14/2022 4:31:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 160.62.7.250

Electronic Record and Signature Disclosure:

Accepted: 1/14/2022 4:29:23 AM

ID: aeb5bcff-a810-4b81-afcc-554681d4ddc2

Nanna Dam

nanna.dam@novartis.com

Novartis

Security Level: Email, Account Authentication
(None)

DocuSigned by:


4B4C052CC885403...

Sent: 1/14/2022 4:31:43 AM

Viewed: 1/14/2022 7:03:30 AM

Signed: 1/14/2022 7:03:42 AM

Signature Adoption: Pre-selected Style

Using IP Address: 160.62.4.102

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Anne Skov Vastrup

anne@vastrup.dk

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 1/14/2022 7:03:44 AM

Viewed: 1/16/2022 3:34:31 AM

Signed: 1/16/2022 3:41:52 AM

Signature Adoption: Pre-selected Style

Using IP Address: 147.78.29.112

Electronic Record and Signature Disclosure:

Accepted: 1/16/2022 3:34:31 AM

ID: 5e84ea54-9fb4-42f6-b377-8144f6f20c56

Stine Zeeberg Pedersen

stine@rudpedersen.com

Partner

Stine Zeeberg Pedersen

Security Level: Email, Account Authentication
(None)

DocuSigned by:


555887F6FAA0439...

Sent: 1/16/2022 3:41:53 AM

Viewed: 1/17/2022 4:17:00 AM

Signed: 1/18/2022 3:47:48 PM

Signature Adoption: Pre-selected Style

Using IP Address: 176.22.231.157

Electronic Record and Signature Disclosure:

Accepted: 1/17/2022 4:17:00 AM

ID: 1f3fe9c0-9555-4d6a-bdd8-3875dfcfa52

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2022 10:04:23 AM
Certified Delivered	Security Checked	1/17/2022 4:17:00 AM
Signing Complete	Security Checked	1/18/2022 3:47:48 PM
Completed	Security Checked	1/18/2022 3:47:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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How to contact Novartis:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Novartis of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. Please print the online copy of the disclosure.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Novartis as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Novartis during the course of my relationship with you.