



• 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 Foreningen**, an organisation organized and existing under the laws of Denmark and having its registered office at Blekinge Boulevard, 2630 Taastrup, Denmark ("**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 organization working with patients suffering from psoriasis.

**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 activities taking place on World Atopic Dermatitis Day on Sep. 14th. 2022. 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 World Atopic Dermatitis Day 2022 ("**Project**"). AAP-2022-01028

**2.2 OBLIGATIONS OF THE PARTIES**

- 2.3 LEO Pharma undertakes during the term of the Agreement to provide economic support to information campaigns related to The World Atopic Dermatitis Day.
- 2.4 The Patient Organization undertakes during the term of this Agreement to arrange the campaign for the Project.
- 2.5 The Patient Organization represents and warrants to comply with all applicable laws, rules, regulations, government regulatory requirements, and guidelines in force from time to time in connection with the Project.
- 2.6 The Patient Organization acknowledges that LEO Pharma has committed to comply with several national and international industry ethical codes including but not limited to:

- the International Federation of Pharmaceutical Manufacturers 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.



- 4.2 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.
- 4.3 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.
- 4.4 The Patient Organisation shall issue invoice(s) to LEO Pharma A/S, Att: LEO PHARMA CONTACT PERSON, Industriparken 55, 2750 Ballerup, Denmark. Invoices should be sent as a PDF file to Att: LEO PHARMA, uscdk@leo-pharma.com, marked "World Atopic Dermatitis Day sponsorship" in the subject line, no later than sixty (60) days after the Agreement has been signed.

The invoice shall include the 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 is in accordance with the provisions of the applicable VAT or tax laws.

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

## **5 INDIRECT- AND NON-FINANCIAL SUPPORT**

LEO Pharma will not provide any indirect or non-financial support under this Agreement.

## **6 TRANSPARENCY AND DISCLOSURE**

- 6.1 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 the 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 the 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 of Project and value of the support, etc.).
- 6.2 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 Patient 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 on under this Agreement.

6.3 This Agreement shall further be publicly accessible for the World Atopic Eczema Day on the Patient Organization's website: [www.atopiskeksemforening.dk](http://www.atopiskeksemforening.dk)

## **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 a 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 an explicit or implicit agreement that confers 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 redresses 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 administered 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 Foreningen

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

Name: Anja Verhaug

Name: Anne Skov Vastrup

Title: General Manager

Title: Formand for Atopisk Eksem Forening

**SIGNATURES****ALLEKIRJOITUKSET****UNDERSKRIFTER****SIGNATURER****UNDERSKRIFTER**

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authority to sign  
representative  
custodial

asemavaltuus  
nimenkirjoitusoikeus  
huoltaja/edunvalvoja

ställningsfullmakt  
firmateckningsrätt  
förvaltare

autoritet til å signere  
representant  
foresatte/verge

myndighed til at underskrive  
repræsentant  
frihedsberøvende