

Sponsorship Agreement – [AD week activities 2022]

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

- [Eli Lilly Danmark A/S, reg. no. 51619811, Lyskær 3E, 2730 Herlev, Denmark (“**Lilly**”);]

and

- [Atopisk Eksem Forening, DK564777, (the “**PAG**”);]

each a “**Party**” and jointly the “**Parties**”.

Background

PAG is a non-political, non-profit patient advocacy group with the purposes of support patients with [atopic dermatitis/AD] and increasing awareness of [AD] and its effects among the general public, legislators and policymakers.

Lilly is a pharmaceutical company operating (through clinical research, medical products, etc) inter alia within the medical field of [psoriasis and atopic dermatitis].

The Parties hereby agree as follows.

1. Description of Sponsorship

In connection with World Atopic Eczema day, September 14 2022 and the entire week 37, the PAG will hold a campaign putting focus on AD and the challenges of the disease, especially putting focus on the long waiting time for an appointment with a dermatologist. The campaign includes is effort to reach politicians and dermatologists to improve conditions for people with AD. There will be a wait-time analysis, a letter to politicians and dermatologists, and political meetings. There will also be a PR-effort, including a press release, and a segment on a Danish TV program, and a chronicle. The PAG request economic support for this campaign, referred to as the [Meeting].

2. Sponsorship

Lilly agrees to be a sponsor part of the AD awareness week concept by contributing graphic assistance to campaign, planning of political effort and PR with an amount of in aggregate [35.000] DKK (the “**Sponsorship**”) for the purposes of [*increased focus on the wait time for patients with AD*], ultimately to the benefit of patients.

3. The rights granted in return for Lilly’s Sponsorship

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

- a) Will updated on campaign results and can come with input and comments on the campaign (but does not have the right to make decisions)
- b) Companies sponsoring the above activities will be mentioned with name.

4. Compliance with applicable rules and regulations

- a) The Meeting and any other interactions between the Parties in connection with this Agreement shall be entirely product neutral and may not include any promotion of medicinal products.
- b) The substantial part of the Meeting shall consist of a scientific and professional program which shall be the dominant element and the purpose of the Meeting;
- c) The substantial part of the expenses incurred for the Meeting must be related to the scientific program;
- d) To the extent the arrangement of the Meeting requires any processing of personal data, PAG in its capacity of Meeting arranger shall be data controller and legally responsible for any such processing;
- e) PAG is responsible for invitations being compliant with applicable rules and regulations;
- f) As to hospitality on the Meeting, any hospitality on or in connection with the Meeting shall always be moderate, reasonable and non-luxurious to its nature, and the relevant sections of the applicable local pharma industry ethical code shall be complied with by PAG. As a general rule, the hospitality provided should not exceed the amount that representatives from PAG would normally be prepared to pay for themselves;
- g) The Meeting shall take place at a venue which is conducive to the purpose of the program.
- h) In addition to the above and in connection with the Meeting and this Agreement, the Parties undertake to comply with all applicable laws, regulations and pharma industry ethical codes, including [*include the name of the applicable local pharma code*] and any other applicable local industry ethical code or standard;
- i) PAG confirms that the Sponsorship received under this Agreement is based on fair market value in exchange for the rights granted to Lilly under this Agreement;
- j) PAG confirms that any fees paid to speakers by PAG in connection with the Meeting (to the extent applicable) are based on fair market value;
- k) PAG further confirms that PAG under no circumstances has any obligation to buy, use or recommend any Lilly product in return for the Sponsorship under this Agreement.

5. Agenda, budget and use of Sponsorship funds

Lilly's Sponsorship is based on the agenda and budget for the Meeting as attached in appendix 1. The budget shall reflect all PAG's costs related to the arrangement of the Meeting, and how the Meeting is financed.

PAG may only use the Sponsorship to implement the professional parts of the Meeting, e.g. to cover the costs of the premises, speakers, materials, moderate meals in connection with the Meeting, and similar. PAG is not allowed to use the Sponsorship to cover other kind of costs, whether it may be for the Meeting or for other purposes. PAG is not allowed to use the Sponsorship to finance the PAG's ordinary business operations.

6. Payment of Sponsorship

Lilly will contribute to the Sponsorship by way of paying an invoice issued by Advice A/S consulting Martin Vith Ankerstjerne between [August – September 2022] where the basis for the invoiced amount shall be specified and this M-M197177DK22 should be mentioned as reference on the invoice and sent to Malene Petersen.

7. Reporting and accounting

PAG agrees to clearly document all costs for the Meeting and, upon request by Lilly, present to Lilly any receipts and supporting records for the program.

The financial outcome of the Meeting shall be reported by PAG to Lilly after the Meeting is completed. Should the financial outcome show that the sponsorship funds having been contributed to the Meeting have generated a surplus to PAG, a refund shall, as a general rule, be made to the companies that have participated as sponsors, including Lilly.

8. Cancelled Meeting

To the extent the Meeting, for any reason, cannot take place or be implemented, no Sponsorship will be paid by Lilly. If parts of the Meeting cannot take place, a pro rata reduction of the Sponsorship shall be made. To the extent the Sponsorship funds have already been paid to PAG and it turns out the Meeting wholly or partly cannot take place, PAG must promptly refund the funds received, wholly or partly as applicable, to Lilly.

9. Transparency – PAG

PAG shall, on their website, or other suitable place, well in advance before the Meeting publicly announce that Lilly (and other possible sponsors if any) has contributed with financial sponsoring to the Meeting so that this is clear to all Meeting participants and also to third parties.

10. Transparency – Lilly

Lilly shall comply with all applicable transparency requirements for co-operation between pharmaceutical companies and patient organizations in [Denmark] in accordance with the applicable pharma industry ethical code. Such requirements are slightly different in each Nordic country, but could for instance include publishing this Agreement on the relevant pharma associations website, or similar.

11. Anti-Corruption and right to audit

- a) 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.
- b) PAG 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.
- c) Lilly may audit the records and accounts of PAG relating to the Meeting on giving reasonable notice. Should Lilly choose to conduct an audit, PAG will provide Lilly with the necessary access to the

concerned records and accounts.

12. Miscellaneous

- a) Lilly shall be entitled to use PAG's name and logotype in any communications about the Meeting in relation to third parties.
- b) Except for explicitly permitted under this Agreement, no Party may use the other Party's company logotype or company name without the other Party's prior approval in writing.
- c) The PAG confirms that other pharma companies (than Lilly) have been given the opportunity to sponsor the Meeting on essentially the same terms as Lilly.
- d) [*Finland only*] The PAG confirms that Lilly is not the only pharmaceutical company sponsoring the Meeting.

13. Jurisdiction

This Agreement shall be governed by [*Finnish/Norwegian/Danish/Swedish*] law.

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

[ELI LILLY DANMARK A/S]

Place and date: Herlev den. xx. August 2022

Name: Lone Rosenørn Jakobsen

Title: Country Lead

[*Name of PAG*]

Place and date:

Køkkedal, 4 August 2022
~~XX. July 2022~~

Anne Skov Vastrup

Name: Anne Vastrup

Title: Formand for Atopisk Eksem Forening