

SPONSORSHIP AGREEMENT

This agreement ("**Agreement**") is entered into as of October 30th, 2023 ("**Effective Date**") by and between

Atopisk Eksem Foreningen (AEF) a legal entity organized under the laws of Denmark, and with registered office at Atopisk Eksem Forening c/o Lone Grøn Laursen Hvidovrevej 108, 1. tv. 2650 Hvidovre, Denmark, hereinafter, the "**Organizer**".

and

Almirall Nordics a legal entity organized under the laws of *Denmark* and with registered office at *Øster Fælled Torv 3, 2100 København Ø, Denmark* hereinafter, "**Almirall**".

WHEREAS

- I. Almirall is a pharmaceutical company engaged in the development, manufacturing and commercialization of, among others, pharmaceutical products;
- II. The Organizer has requested Almirall to support the initiative described in Exhibit 1 to this Agreement (the "**Sponsored Initiative**");
- III. Almirall is interested in supporting initiatives of patient organizations, such as information and awareness activities, to the extent permitted under the EFPIA code and the local association code, if any (hereinafter the "**Local Association Code**"), with the conviction that these will benefit society as a whole; and
- IV. The parties have agreed to the sponsorship by Almirall of the Sponsored Initiative subject to the following

TERMS AND CONDITIONS

1. Sponsorship

- a. Support by Almirall. Almirall undertakes to sponsor the Sponsored Initiative by providing to the Organizer the contribution specified in Exhibit 1 & 2 to this Agreement (the "**Contributions: 'Ansøgning Almirall Postkort til hudlæger vedr. Tove Agners Bog' & 'Budget'**"), as described therein. The Organizer shall issue, at the request of Almirall, any certificates and/or documentation which are necessary to prove the nature and the amount of the Contribution.
- b. Use of the Contribution. The Organizer undertakes to use the Contribution solely for the implementation of the Sponsored Initiative.
- c. Sponsored Initiative. The Sponsored Initiative shall be organized, directed and carried out by the Organizer:
 - in line with the aims and objectives of the Organizer;
 - in compliance with all applicable laws and regulations, the EFPIA code and Local Association Code, including, but not limited to, any regulations on personal data protection and promotional activities; and
 - as described in Exhibit 1.

- d. Consideration. In consideration of the Contribution of Almirall to the Sponsored Initiative, the Organizer provides to Almirall with the benefits described in Exhibit 1 to this Agreement (see section “Consideration”).
- e. Follow-up. To ensure that Almirall can correctly monitor the execution of the Sponsored Initiative, the Organizer will inform Almirall of its status and development and deliver any relevant supporting documents, upon request.
- f. Independence. The Organizer is responsible for the selection and engagement of any third party that is necessary for the implementation of the Sponsored Initiative, including speakers and moderators, if any. Almirall will not control or decide on the planning, content, third party selection or execution of the Sponsored Initiative. In case of any suggestion by Almirall, the Organizer will seek other alternatives and make a final decision based on its own evaluation and independence. In addition, the relationship of the parties under this Agreement shall be that of independent contractors, and nothing in this Agreement or the arrangements for which it is made shall constitute a party (and/or any of their employees or members) as an employee, partner, representative or agent of the other party.
- g. Non-inducement. The parties acknowledge that any transfers of value made under this Agreement to the Organizer shall never constitute in any way an inducement to, or reward for, recommending, taking any favourable decisions or promoting any products or services of Almirall or its Affiliates, or have any influence on the content of any materials authored by or on behalf of the Organizer.
- h. Non-promotion scope. Direct or indirect promotion of a particular medicinal product is expressly excluded from the scope of this Agreement.
- i. EFPIA Principles. The parties confirm to observe the principles of transparency, integrity, respect and keeping patients at the heart of what they do, as well as the “Working Together with Patients” principles.
- j. Reimbursement. If (i) the Sponsored Initiative does not take place for any reason, (ii) this Agreement is terminated by Almirall due to a breach of contract by the Organizer or (iii) part of the Contribution has not been used for the Sponsored Initiative, the Organizer must return to Almirall, without being required to do so, the part of the Contribution that has not been used for the organization and implementation of the Sponsored Initiative, with the exception of any amounts that the Organizer is legally bound to pay to third parties for any activities of the Sponsored Initiative that cannot be cancelled. In such case, the Organizer will have to justify such legal commitments, which shall be assessed and approved by Almirall.

2. Term and termination

- a. Term. This Agreement shall continue in force until the completion of the Sponsored Initiative.
- b. Termination for breach. Upon any breach by either party of any provision of this Agreement, the other party may terminate this Agreement by giving thirty (30) days written notice to the other party.
- c. No compensation for termination. Should the Agreement be terminated, Almirall will not be obliged to indemnify or compensate the Organizer or third parties for any expenses, costs or other responsibilities arising from such termination and/or the cancellation of any planned activities.

3. Confidentiality

Except if required to comply with its obligations and/or exercise its rights under this Agreement and to the extent necessary for such a purpose, each party agrees to maintain strict confidentiality with regard to any data and information received from the other party in relation to this Agreement.

4. Personal data

- a. Privacy laws. The parties will comply with all applicable regulations on personal data protection.
- b. Representatives' personal data. The parties to this Agreement will inform the individuals who act on their behalf (representatives) that the personal data reflected in this Agreement may be incorporated into their respective records. Personal data will be processed for managing this Agreement and will be kept during its validity as well as during the additional time that is necessary in order to comply with the corresponding legal obligations, which in no case will exceed ten (10) years as of the expiry or early termination of this Agreement. The parties expressly acknowledge and accept that the personal data related to this Agreement may be transferred to their affiliates for the correct management of the contractual relationship. The representatives of the parties may exercise their rights in the terms provided in the data protection regulations by contacting to the address provided by each party in this Agreement. Likewise, they may lodge a complaint at the corresponding supervisory authority for any claim arising from the processing of their personal data.

5. Responsibility and Warranties

- a. Responsibility. The Sponsored Initiative has been created and will be organized, directed and carried out under the exclusive responsibility of the Organizer. Almirall will not be liable to the Organizer or to any other person for the Sponsored Initiative or for the use of the Contribution by the Organizer (including any claims or losses related thereto).
- b. General warranties. The Organizer represents and warrants that it:
 - will not breach any promotion and/or advertising regulations, including legislation on pharmaceutical products and the Local Association Code. This includes any provisions relating to the promotion of medicines and medical devices through any means or channels, including digital media or social networks;
 - will refrain from conducting any type of action that could compromise or harm Almirall's interests or good name; and
 - none of its employees, agents, officers, or other members of its management have been or are in the process of being declared ineligible, debarred or suspended from conducting business with any department or agency of any government.
- c. Third-party rights. The Organizer represents and warrants that the Sponsored Initiative does not infringe any intellectual property, honour, privacy, own image or property rights of third parties, and that it does not constitute in any way unfair competition.
- d. Conflicts of interest. Additionally, the Organizer warrants and represents that neither the Organizer (nor its employees/members or other key relationships) has any actual or potential conflict of interest that could conflict, influence or affect in any manner the performance of its obligations under this Agreement.

The Organizer shall immediately inform Almirall in writing of any actual or potential conflicts of interest as soon as they arise. For further clarity, nothing in this section is meant to restrict the activities of the Organizer and/or its employees/members and other key relationships. However, parties agree that if Almirall, through notice of the Organizer or otherwise, discovers any conflict of interest in relation to this Agreement, Almirall shall be entitled to take (in its own discretion) any mitigation actions, which can include immediate termination of this Agreement upon written notice to the Organizer.

6. Miscellaneous

- a. Assignments. The Organizer shall not assign, transfer, sub-contract or otherwise invest any third parties, totally or partially, with the benefits or burdens of this Agreement without the prior written consent of Almirall. Almirall shall be free to assign, transfer, sub-contract or otherwise

invest any affiliates or third parties, totally or partially, with the benefits or burdens of this Agreement without the prior written consent of the Organizer.

- b. Amendments. No changes may be made to this Agreement except by written agreement of all parties.
- c. Entire agreement and Exhibits. This Agreement supersedes all prior written agreement between the parties regarding the subject matter hereof. All exhibits attached to this Agreement (or incorporated to it by way of reference) are intended to be part of this Agreement and are hereby specifically incorporated into it. In case of any inconsistencies between the Exhibits and the clauses of this Agreement, the terms and conditions of this Agreement shall prevail.
- d. Electronic signatures. Parties agree that this Agreement may be signed electronically and that any valid electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- e. Governing law and jurisdiction. In the event that any dispute arises with respect to the validity, construction or performance of this Agreement, the parties agree to submit such dispute to the jurisdiction and competence of the Courts of the city indicated in Exhibit 1, waiving any other jurisdiction applicable. All questions with respect of the construction of this Agreement and the rights and liabilities of the parties hereunder, shall be determined in accordance with the applicable provisions of the laws of the country indicated in Exhibit 1.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first written above.


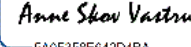
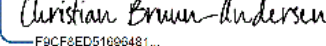
Corporate name of the Almirall company	Corporate name of the Organizer
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[Kristian Gaarn du Jardin, Head of Medical Affairs]	[Anne Vastrup, Director at AEF]
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[Christian Bruun-Andersen, Head of Almirall Nordics]	

EXHIBIT 1

MAIN TERMS AND CONDITIONS OF THE SPONSORSHIP

Sponsored Initiative	Name	<i>[Postcard initiative with AEF]</i>
	Purpose	<i>The aim is to support that AEF sends out handout postcards to Danish dermatologists. The postcards contain brief information about Tove Agner's Book on Atopic Dermatitis. The postcards should be offered for patients to increase awareness about the book.]</i>
	Description, duration and place	<i>["See Exhibit 3"].</i>
Contribution of Almirall	Type	<input checked="" type="checkbox"/> Financial contribution <input type="checkbox"/> In-kind contribution
	Description	<p><i>[Financial contribution]</i></p> <p>Almirall's contribution to the Sponsored Initiative is: <i>[19.000 DKK]</i>. The Contribution will be paid by bank transfer to the bank account indicated in the invoice. The invoice shall be issued (and the account shall be owned) by the Organizer or by the company that acts as Technical Secretariat, if applicable. Payment will be made by Almirall or by one of its services providers. Payment of the fees to by an Almirall service provider, will discharge Almirall from its obligation to pay for the Contribution. The invoice shall include any applicable taxes. Payment will be made within <i>[30 calendar days]</i> from the date of receipt of the invoice.</p>
Consideration	<ul style="list-style-type: none"> The Organizer will disseminate Almirall's sponsorship, by including the name and logo of Almirall in all the materials and communications of the Sponsored Initiative. Almirall will provide its logo to the Organizer for such purpose. Almirall will have to previously approve in writing the insertion of the name and/or logo of Almirall in any such materials and communications. <i>The initiative will help to increasing the awareness of relevant treatment of atopic dermatitis in Danish AD patients and dermatologists.</i> 	
Applicable laws	Laws of <i>Denmark</i>	
Dispute resolution	Courts of <i>Copenhagen</i>	

EXHIBIT 2

Transfers of Value	<p><i>The Patient Organization acknowledges that Almirall is required, by the transparency requirements of the EFPIA code, the Local Association Code and/or applicable legislation ("Transparency Regulations"), to document and publicly disclose certain transfers of value ("ToV") made to patient organizations, and that these may include information about the payments or other ToVs provided under and/or in connection with this Agreement. Almirall will disclose the information required by the Transparency Regulations through the channels and as per the procedures and requirements established by such regulations (which may include, among others, the disclosure through company websites or the relevant authorities' platforms).</i></p>
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Exhibit 3

Almirall ApS
Østerfælled Torv 3
2100 København Ø
Att.: Elisabeth Hjardem Taudorf

Kokkedal den 29. oktober 2023

Anmodning om støtte til udbredelse af AD-viden

Professor og overlæge Tove Agner fra dermatologisk afdeling på Bispebjerg Hospital har i 2023 udgivet bogen "Stop Kløen" om atopisk eksem. Tove skriver selv i sit forord, at bogen er et forsøg på at rydde op i de mange informationer og myter, der verserer om atopisk eksem.

I Atopisk Eksem Forening (AEF) er vi meget glade for bogen, der indeholder opdateret viden om sygdomsforståelse såvel som nye behandlingsmuligheder. Bogen er desuden meget struktureret sat op, så den kan bruges som opslagsværk samtidig med, at den bringer håb om opnåelse af sygdomskontrol. Vi vil gerne gøre opmærksom på "Stop Kløen" hos de praktiserende hudlæger og deres patienter, så patienterne ved, at denne fagligt funderede håndbog findes med opdateret viden om atopisk eksem. Hensigten er at få endnu flere eksempatienter i god behandling, så de kan opnå sygdomskontrol og få bedre livskvalitet.

Vi ønsker at udvikle, trykke og udsende et antal postkort samt følgebrev til dermatologerne med kort, fængende og præcis beskrivelse af indholdet i bogen samt formålet med at købe den.

Vedhæftet er tilbud fra Molecule Consultancy vedr. udvikling, tryk og udsendelse af 6.000 postkort til ca. 120 praktiserende dermatologer til i alt 57.250 kr. inkl. moms.

Da AEF ikke er momspligtig, anmoder vi om beløb inkl. moms.

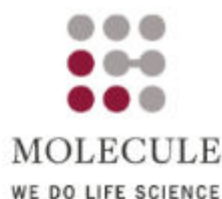
AEF anmoder om støtte hos både AbbVie, Almirall, Leo Pharma, Lilly, Pfizer og Sanofi.

I forhåbning om, at tre virksomheder har mulighed for at støtte op, anmoder vi Almirall om støtte på 19.000 kr. inkl. moms, så vi kan tage imod tilbuddet fra Molecule Consultancy til gennemførsel af ovenstående.

På forhånd mange tak for opbakningen til foreningens arbejde.

Mange hilsner fra

Anne Skov Vastrup, Atopisk Eksem Forening



Atopisk Eksem Forening
c/o Lone Grøn Laursen
Hvidovrevej 108, 1. tv.
2650 Hvidovre
Denmark

Budget

Jobnr.: 21637
Dato: 11. oktober 2023
Fra: Maria Alstrup Udsen

Job 21637 - Promovering af Tove Agners bog

Atopisk Eksem Forening ønsker at udbrede kendskabet til Tove Agners nye eksembog gennem landets hudklinikker. Derfor søger foreningen økonomisk støtte til at udvikle et postkort, der promoverer bogen. Foreningen vil da sende dette til hudklinikkerne med opfordring til at dele med deres patienter. Udvikling og udsendelse varetages i samarbejde med Molecule Consultancy.

Udvikling 19.800

Lokalisere 1 patient, der allerede har læst bogen, for at afklare, hvad bogen har betydet. Foreningen er ansvarlig for at lokalisere patienten. Kort telefonisk interview og efterfølgende udarbejdelse af kort citater, der kan bruges som testimonial til postkortet til hudklinikkerne. Godkendelse af patienten.

Tekstforfatning, inkl. citat.

Skrive og layoute følgebrev, der præsenterer hudklinikken for bogen, foreningen og materialet, de kan bruge i deres klinik.

Layout af materialet, inkl. QR-kode til foreningens hjemmeside.

Udsendelse 26.000

Tryk af 6000 postkort.

Udsendelse af 50 stk. til hver af landets hudklinikker, max 120 adresser.

Inkl. koordinering med trykkeri, pakning og porto.

Atopisk Eksem Forening er ansvarlig for kontaktiliste.

I alt ekskl. moms, DKK	45.800
25% Moms af 45.800	11.450
I alt inkl. moms, DKK	57.250

Alle priser er ex moms.