



• Dermatology
beyond the skin

SPONSORSHIP AGREEMENT

BETWEEN

LEO Pharma A/S
Company Reg. No. (CVR) 56 75 95 14
Industriparken 55
DK-2750 Ballerup
Denmark
("LEO")

and

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

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LIST OF SCHEDULES

SCHEDULE A:	REQUEST LETTER
SCHEDULE B:	BUDGET/PROJECT BRIEF

This Sponsorship Agreement (the “**Agreement**”) effective as of the date of the last signature on the Agreement (the “**Effective Date**”) is made and entered into by and between:

- (1) **LEO Pharma A/S**, a company organised 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 Forening**, an organization existing under the laws of Denmark and having its registered office at Hvidovrevej 108, 1. tv., 2650 Hvidovre, Denmark with registration no. 33736665 (the “**Organization**”),

LEO Pharma and the Organization hereinafter each referred to as a “**Party**” and collectively referred to as the “**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 Organization is a working with support, education and information for patients and caregivers diagnosed with Atopic Dermatitis
- (C) The Organization has requested support from LEO to support the initiative as listed in schedule A;
- (D) LEO Pharma agrees to support the Organization to increase awareness of Atopic Dermatitis as described in schedule A

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 funding to provide economic support made by LEO Pharma to the Organization in connection with request to print 6.000 postcards and send postcards and information letter to 120 dermatologists in Denmark to increase knowledge of the book by Prof Tove Agner “Stop kløen”, as described in Schedule A (“**Project**”).

2. OBLIGATIONS OF THE PARTIES

- 2.1. LEO Pharma undertakes during the term of the Agreement to provide Funding to the Project.

- 2.2. The Organization has provided LEO Pharma with a request letter (attached as **Schedule A**) and a full breakdown of the Project budget (attached as **Schedule B**), to be covered by the Funding from LEO Pharma.
- 2.3. The Organization represents and warrants to comply with any and all applicable laws, regulations and industry ethical codes in force from time to time in connection with the Project including, but not limited to, the codes listed in Clause 2.4.
- 2.4. The Organization acknowledges that LEO Pharma must comply with applicable industry ethical codes including but not limited to:
- the International Federation of Pharmaceutical Manufactures and Associations (IFPMA) Code of Practice;
 - The European Federation of Pharmaceutical Industries and Associations (EFPIA) Code of Practice
 - the Danish Ethical Committee for the Pharmaceutical Industry's (ENLI) Code of Practice on Promotion etc., of Medicinal Products aimed at Healthcare Professionals (Reklamekodekset)
 - the Danish Ethical Committee for the Pharmaceutical Industry (ENLI) Ethical Rules for Collaboration between Patient Organizations, etc., and the Pharmaceutical Industry; and
 - any other applicable national industry Code of Practice regarding the relationship between the pharmaceutical industry and healthcare professionals ("HCPs") and/or healthcare organizations ("HCOs");
- 2.5. The Organization undertakes to ensure that the Funding received from LEO Pharma will be spent solely in connection with the Project, in a reasonable manner and in accordance with this Agreement and the ethical codes listed in Clause 2.4. The Funding must solely be spent on the professional/scientific activities of the Project. This entails, inter alia, that the Organization confirms that all elements of the Project, for example the venue, are reasonable and in no way extravagant. The Organization also confirms that no elements of entertainment are contained in the Project and that no gifts will be provided to the participating healthcare professionals during the course of the Project.
- 2.6. Any unused portion of the Funding must be returned to LEO Pharma within thirty (30) days of finalisation of the Project. Upon request from LEO Pharma the Organization must provide documentation for the paid expenses in relation to the Project.
- 2.7. The Project is for scientific and educational purposes only and will not promote LEO Pharma's products directly or indirectly. The Project shall be presented in an independent, balanced, and scientifically rigorous manner. The Organisation shall make every effort to ensure that the Project presents objective and balanced data regarding LEO Pharma's or competing products, including favorable and unfavorable information on the products; discusses all reasonable and relevant treatment options; and does not unduly emphasize one or more treatment options over another.
- 2.8. The Organization confirms that it has obtained and will maintain all consents and permissions necessary to conduct its business including the Project.

3. PLACE AND TIME

- 3.1. The Project takes place in Denmark from November 22 2023 to June 21 2024.

4. FINANCIAL COMMITMENT

- 4.1. The financial commitment of LEO Pharma under this Agreement shall be 15.200 DKK (the "**Funding**"). The amount is exclusive of VAT.
- 4.2. The Organization shall contact LEO Pharma immediately if any circumstances, including as set out in **Schedule A**, change and LEO Pharma reserves the right to withdraw the Funding if the Project is changed or cancelled prior to completion. The Organization shall return any unused portion thereof, to LEO Pharma within thirty (30) days after of such withdrawal.
- 4.3. The Organization have engaged external consultancy company Molecule Consultancy (Molecule Consultancy, Dampfærgevej 27-29, 2100 Copenhagen) and they issue an invoice to LEO Pharma A/S, Att: Kristin Fauskrud, Industriparken 55, 2750 Ballerup, Denmark. Invoice must be sent as a PDF file to knfno@leo-pharma.com, marked "Att: Kristin Fauskrud AEF Stop kløen postcards" in the subject line. The invoice must be sent no later than fifteen (15) days after the signature of this Agreement

The invoice shall include following information:

- LEO Pharma A/S VAT no: DK 56759514
- Full name and address of Organization
- Invoice number and date
- Name of Project
- Invoice currency
- Bank details
- Organization VAT number
- If the Funding is subject to VAT or any other local taxes, any mandatory data in accordance with the provisions of the applicable VAT or tax laws.

Payment terms are end of month plus thirty (30) days from receipt of invoice by LEO Pharma.

5. NON-FINANCIAL COMMITMENT

- 5.1. LEO Pharma will not provide any non-financial commitment under this Agreement.

6. TRANSPARENCY

- 6.1. The Organization must ensure that the receipt of the Funding from LEO Pharma is acknowledged and disclosed in accordance with all applicable laws, regulations and industry ethical codes, including, but not limited to, the codes listed in Clause 2.4. This entails, inter alia, that the Organization shall ensure that (a) the organiser and purpose of the Project appears from the invitation, including any updates to the invite or reminders, to the Project sent out by the Organization, and (b) the invitation states whether the Project has been sponsored by one or more pharmaceutical companies.
- 6.2. The Organization shall publish information that LEO Pharma has provided the Funding on the Organization's website at the latest three (3) days after signing this Agreement.
- 6.3. The Organization accepts that LEO Pharma may notify relevant authorities about the content of this Agreement and publish information regarding this Agreement and the Funding of the Project on the LEO Pharma company website in accordance with applicable laws, regulations and industry ethical codes.
- 6.4. The Organization acknowledges that LEO Pharma and its affiliates, may be required by applicable law, regulation and industry codes, to report, register, disclose and/or publish information about the relationship of the Parties (including any identified indirect recipient of the Funding), payments and/or other transfer of value made to the Organization by or on behalf of LEO Pharma or its affiliates under this Agreement.

7. USE OF THE ORGANIZATION'S LOGO OR THE LEO PHARMA LOGO

- 7.1. The Organization agrees that LEO Pharma may use the Organization's logo or name, and make use of the collaboration with the Organization. Any other use of the Organization's logo must be approved beforehand by the Organization.
- 7.2. LEO Pharma agrees that the Organization may use LEO Pharma's logo or name and make use of the collaboration with the Organization for the purposes mentioned in Clause 6.2. Any other use of the LEO Pharma logo must be approved beforehand by LEO Pharma.

8. INDEPENDENCE AND CONFLICT OF INTEREST

- 8.1. The Parties declare by signing this Agreement that the Organization shall be free to collaborate with other pharmaceutical companies and that LEO Pharma shall be free to collaborate with other Organizations. The Parties further state that their relations shall not involve exclusive rights with respect to specific product or therapeutic areas.
- 8.2. LEO Pharma shall not influence the content of the Project and the organization of the Project is independent of the Funding.
- 8.3. LEO Pharma agrees by signing this Agreement not to impose conditions for the Organization's professional or stakeholder-

policy viewpoints. This Agreement shall not be seen as an explicit or implicit agreement that confer an obligation on the Organization to recommend, induce, ordinate, purchase, deliver, sell, administer or in any other way promote the interest of LEO Pharma or its products.

9. ANTI-BRIBERY AND THIRD PARTY COMPLIANCE

- 9.1. The Organization acknowledges that LEO Pharma is committed to maintaining high standards of ethical conduct and will not tolerate the use of bribery or corruption to achieve its business objectives. Thus, the Organization agrees to comply at all times with all applicable anti-bribery laws, rules and regulations (including the UK Bribery Act and the United States Foreign Corrupt Practices Act) when performing its duties under this Agreement.
- 9.2. The Organization and its representatives shall at all times conform to the Sustainability Standards for LEO Pharma Business Partners ("**Sustainability Standards**") as amended from time to time. The latest effective version of the Sustainability Standards are available at www.leo-pharma.com/thirdparty. Upon request, the Organization shall provide information on its level of compliance with the Sustainability Standards so that LEO Pharma can assess whether the Organization actually complies with these. The Organization shall at all times and promptly take all appropriate steps to resolve and correct any identified non-conformity. Any breach of Clauses 9.1-9.2 is considered material and shall, without limiting any other right or remedy available, entitle LEO Pharma to terminate this Agreement in whole or in part with immediate effect.

10. FORCE MAJEURE

- 10.1. Either Party shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any cause beyond such Party's reasonable control and which could not have reasonably been foreseen by such Party on the date on which the Party undertook its obligations. Relevant causes for excuse include, without limitation, terrorist acts, fires or explosions, civil strifes, riots, natural disasters, strikes and labour disturbances at national level or generally including labour not employed by the affected Party, wars, hostilities (whether war be declared or not), sabotages, embargos or government actions. Performance shall be excused only to the extent of and during the reasonable continuance of such disability.

11. TERM AND TERMINATION

- 11.1. 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 which date the Agreement shall be terminated automatically.
- 11.2. If the 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 redress under Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement has been terminated.

11.3. Upon expiration or termination of this Agreement for any reason Clauses 6, 9 and 11 and such other Clauses that by their nature are intended to survive termination, shall survive the termination of this Agreement.

12. LAW AND VENUE

12.1. This Agreement shall be governed by the laws of Denmark without regard to the conflict of laws provisions.

12.2. In the event of any dispute arising out of or relating to any provision of this Agreement, the Parties shall try to settle any such dispute amicably on a good faith basis. If the Parties are unable to solve the dispute within reasonable time, the dispute shall be brought before the city court of Glostrup, Denmark, as the court of first instance.

13. SIGNATURES AND COMPLETENESS OF THE AGREEMENT

13.1. This Agreement constitutes the entire agreement between the Parties relating to the Project and no other express terms, written or oral, shall be incorporated into this Agreement. In case of any contradictions between this Agreement and any of its schedules, this Agreement shall prevail.

13.2. 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.

Accepted and agreed:

Atopisk Eksem Forening

LEO Pharma A/S

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Anne Skov Vastrup

Name: Anja Verhaug

Title: Formand

Title: General Manager Nordics

Schedule A – [Request Letter/Sponsorship Package]

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 LEO Pharma 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

Schedule B – [Budget/Project Brief]

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 eksem bog 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 layout af 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.

Bemærk, at Atopisk Eksem Forening ikke er momsfritaget. Derfor fakturerer Molecule Consultancy så vidt muligt Almirall direkte ex moms og håndterer ligeledes betaling af øvrige underleverandører. Kontrakt mellem

Molecule Consultancy, c/o Rebel Work Space, Dampfærgevej 27-29, 5. sal, DK-2100 Copenhagen · Tel. +45 3313 1320 · moleculeconsultancy.com

Atopisk Eksem Forening og Almirall indgås med Atopisk Eksem Forening.

Venlig hilsen

Maria Alstrup Udsen
Molecule Consultancy

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Tämä asiakirja sisältää 10 sivua ennen tätä sivua

Dette dokument indeholder 10 sider før denne side

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Anja Cecilie Verhaug

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Anne Skov Vastrup

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NemID / MitID - 008393ea-3de7-4a47-b420-12d8259bc9f1 - DK

authority to sign	asemavaltuus	ställningsfullmakt	autoritet til å signere	myndighed til at underskrive
representative	nimenkirjoitusoikeus	firmenteckningsrätt	representant	repræsentant
custodial	huoltaja/edunvalvoja	förvaltare	foresatte/verge	frihedsberøvende