

PATIENT ORGANIZATION CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made between

SANOFI A/S, a company duly organized under the laws of Denmark under the business identity number 19064301 and having its registered office located at Vibenshuset, Lyngbyvej 2, 2100 København Ø - Denmark (hereinafter referred to as "Sanofi")

and

Atopisk Eksem Foreningen, represented by Anne Vastrup, Frikvarteret 2, sal 21, 3600 Frederikssund, Denmark (hereinafter referred to as "Organization")

hereinafter: "the Parties".

WHEREAS

- A. Sanofi is a diversified human healthcare company engaged in the research, design, development, production, marketing, distribution and sale of medicinal products and services;
- B. Organization is a Patient Organization established to: The purpose of the association is to improve conditions for people with atopic eczema., and is willing to provide Services (as hereinafter defined) for Sanofi;

NOW THEREFORE, the Parties hereto agree as follows:

Article 1.0 – Services

- 1.1 **Services.** Sanofi hereby retains Organization, and Organization hereby agrees to provide for Sanofi the services as specified in Exhibit A (the "Services"). Organization has appointed Anne Vastrup, a board member of Organization ("Organization's Representative"), to perform the service on behalf of Organization.
- 1.2 **Performance.** Organization shall perform the Services in a competent and professional manner, and in accordance with the terms of this Agreement.

Article 2.0 – Compensation

- 2.1 **Compensation.** No payment shall be made.
- 2.2 **Expenses.** If applicable, Sanofi shall pay for Organization's reasonable and necessary expenses relating directly to the performance of the Services, all in accordance and subject to the provisions of Exhibit B (the "Expenses").
- 2.4 **Limitations.** Payment of the Expenses is at all times subject to any limitations provided by any applicable law or regulation, as may exist in Organization's country of origin, and - as a consequence thereof - Sanofi shall not be obligated to make any payments in excess of such limitations.

Article 3.0 – Independent Contractor

- 3.1 **Relationship.** Organization shall undertake and perform the Services under this Agreement as an independent contractor and not as an employee of Sanofi. Organization shall not speak for, represent, bind or obligate Sanofi in any way without Sanofi's prior written authority.
- 3.2 **Taxes.** Organization shall comply with all social and tax obligations relating to the performance of the Services under this Agreement and shall be responsible for making any necessary declarations and payments in connection therewith.
- 3.3 **Injury and Damages.** Sanofi shall not be liable for any accident, damages, illness or personal injury suffered by Organization, or caused by Organization, in the execution of this Agreement, and Organization shall indemnify and hold Sanofi harmless from and against any and all related claims. Organization is advised to take out adequate (travel) insurance.
- 3.4 **Transparency.** Subject to the limitations set forth in Article 4.0, Organization shall disclose his/her consulting relationship with Sanofi whenever he/she writes or speaks in public about an issue which constitutes the object of the Agreement or which otherwise relates to Sanofi.

Article 4.0 – Confidentiality, Transparency and Results

- 4.1 **General.** During the term of this Agreement and for a period of five (5) years thereafter, Organization shall maintain as confidential and shall not disclose to a third party, nor use for purposes other than the performance of this Agreement, any information which relates to Sanofi's or its affiliated companies' business affairs, financial data, pricing, customer lists, projects, economic information, systems, plans, procedures, operations, techniques, technology, patent applications, trade secrets, know-how, inventions, technical data or specifications, testing methods, research and development activities, marketing strategies, the terms of this Agreement or other confidential or proprietary information (hereinafter "Confidential Information"). Organization shall protect that Confidential Information with the same degree of care he/she exercises to protect its own Confidential Information (but in no event less than a reasonable standard of care) and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof.
- 4.2 **Internal Disclosure.** Organization may disclose Confidential Information of Sanofi only to its own employees, consultants or advisors who need to know this to enable Organization to perform the Services hereunder (which may include, without limitation, temporary and contract employees, attorneys, technical experts and accountants), provided always that such employees, consultants and advisors have signed a non-disclosure agreement with similar and sufficient clauses protecting the disclosure of confidential information as contained herein or are otherwise bound by such a duty of confidentiality.

- 4.3 **Exceptions.** The obligations set forth in Article 4.1 shall not apply to any Confidential Information that (i) is already in Organization's possession without an obligation of confidentiality (as shown by written records not derived from Sanofi), (ii) was in the public domain at the time it was disclosed to Organization or, subsequent to disclosure, has become part of the public domain without breach of any obligation owed by Organization to Sanofi, (iii) is provided to Organization by a third party without breach of any obligation of confidentiality owed by that third party regarding the Confidential Information, or (iv) is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body. As to (iv) Organization shall give Sanofi prompt notice of any order or requirement to enable Sanofi to seek a protective order or otherwise prevent such disclosure. Confidential Information shall not be deemed to be in the public domain simply because one or more component portions thereof are in the public domain.
- 4.4 **Transparency – Financial Disclosure.** The Organization acknowledges and agrees that, according to local laws and regulations and/or codes of practice applicable to pharmaceutical industries, certain information related to the Agreement - including but not limited to, the names of the Parties, the remuneration (including fees and expenses reimbursed) as well as the title and purpose of the Agreement - may be communicated to relevant authorities/institutions and/or publicly disclosed by Sanofi and/or by its affiliates and/or by relevant authorities/institutions.
- 4.5 **Results.** Organization hereby grants to Sanofi, free of charge, the right to copy, distribute, publish, translate and use any results or products of the Services, including but not limited to data, documents, reports, training materials, abstracts and publications in such a way as Sanofi deems fit and in any country of the world.

Article 5.0 – Data Protection

- 5.1 **General.** The Parties will process all personal data obtained prior, during or after the course of this Agreement in accordance with applicable data protection laws.
- 5.2 **Data Processing by Sanofi.** Sanofi will process the following types of personal data relating to Organization's Representative: i) personal data that is included in this Agreement (such as Organization Representative's name, address) and ii) other personal data provided by Organization's Representative to Sanofi in connection with this Agreement (such as Organization's email address, phone number, image) (collectively "Personal Data"). Sanofi will process Personal Data for purposes linked to this Agreement, to manage Sanofi's contractual relationship with the Organization and to fulfil legal, regulatory and compliance requirements applicable to Sanofi - including, without limitation, anti-bribery laws, audit, reporting requirements and tax records ("Purposes"). As applicable, Sanofi may disclose Personal Data to its affiliated companies and to any third party providing services to Sanofi and/or its affiliated companies ("Recipients") for the Purposes described herein. Except as set forth herein, Personal Data

will be kept confidential. Personal Data may be stored at a destination outside the EEA and/or may be shared with and/or processed by Recipients that are located outside the EEA. When Personal Data will be transferred outside the EEA, Sanofi will ensure that it is protected in a manner that is consistent with how personal data is protected in the EEA. Sanofi shall take all appropriate measures to safeguard and prevent unauthorised access to Organization's Personal Data. Sanofi shall store and process Personal Data for a period reasonably determined by business necessity to meet the Purposes. Where Personal Data are transferred outside of the EEA, the Organization can obtain a copy of the appropriate safeguards taken by Sanofi for such transfer by sending a request to privacy.NE@sanofi.com.

- 5.3 **Organization's Rights.** Organization's Representative has the right to request Sanofi to i) provide access to, rectify or delete Personal Data, ii) restrict the processing of Personal Data, and iii) transfer Personal Data to a third party. Organization's Representative can exercise these rights by contacting Sanofi via e-mail at [insert address of Sanofi's affiliate, name of contact person and e-mail address]. Organization also has the right to file a complaint before [insert name of the local data protection authority] if Organization believes that Sanofi has processed Organization's Personal Data unlawfully.

Article 6.0 – Non-Referral and Debarment

- 6.1 **Non-Referral.** Organization is under no obligation to solicit, refer or solicit referrals of patients for any Sanofi business. Organization will not receive any benefit of any kind for making any referrals nor suffer any detriment for not making such referrals. Organization is under no obligation to promote, endorse or otherwise recommend Sanofi or Sanofi products.
- 6.2 **Debarment.** Organization represents and certifies that Organization's Representative has not been debarred by any relevant governmental or regulatory authority.

Article 7.0 – Term


- 7.1 **Term.** This Agreement shall commence on the date of signature of the last Party to sign this Agreement and shall automatically terminate on completion of the Services.
- 7.2 **Termination by Notice.** Sanofi may terminate this Agreement with immediate effect without cause by providing Organization written notice to that effect.
- 7.3 **Termination for Cause.** Either Party may terminate this Agreement with immediate effect by written notice to the other Party, if the other Party commits a breach of this Agreement and (i) such breach is material and performance is temporarily or permanently impossible, or (ii) in all other cases if the breach is not remedied within thirty (30) days after service of written notice requiring the same.

Article 8.0 - Miscellaneous

- 8.1 **Governing Language.** This Agreement is made up and executed in the English language. In case of translation of this Agreement, if any questions or disputes arise with regard to the interpretation of this Agreement, the English version shall prevail and be conclusive.
- 8.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Denmark.
- 8.3 **Disputes.** Any disputes arising out of or related to this Agreement, which cannot be settled amicably between the Parties, shall be submitted to the exclusive jurisdiction of the competent court of Denmark.
- 8.4 **Signature.** This Agreement is legally binding when signed by an authorized representative of each Party. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

SANOFI**ORGANIZATION**

Signature: 
Birgitte Fyhn (Mar 1, 2024 11:12 GMT+1)

Signature: 
Anne Skov Vastrup (Feb 29, 2024 18:35 GMT+1)

Name: Birgitte Fyhn

Name: Anne Skov Vastrup

Title: Head of Market Access and Public Affairs

Title: Chair person

EXHIBIT A – SERVICES

Engagement Name	Participation in Sanofi Global Patient Council
Engagement type	Participation in global meeting.
Description of the Services:	The purpose of the agreement: Sanofi is organizing a Global Patient Council and has invited chair Anne Vastrup from the Danish Eczema Association as a North Europe representative. The agenda is focusing on how to meet and shape the future of health and healthcare, including topics like Immunology as An Underlying Factor in All Disease, Artificial Intelligence, Diversity, Equity and Inclusion, Climate Change and Impact on Health, and Decarbonization of Care Pathways.
Deliverable(s)	Participation in global meeting.
Meeting date(s)	Sanofi Global Patient Council in Paris 12-13 March
Venue	Meeting will take place in the Sanofi Headquarters (46 Avenue de la Grande Armée, Paris).

EXHIBIT B - FINANCIAL TERMS

Service Fee

No payment

Travel and Accommodation Expenses

If applicable, travel and lodging for Organization's attendance of meetings will be booked and paid for by Sanofi. Alternatively Sanofi will reimburse Organization for travel and lodging booked and paid for by Organization, provided that Sanofi's authorized representative for the Agreement, Rama Pryce (email: rama.pryce@sanofi.com), approved the expenses in writing beforehand. For this meeting Sanofi will book and provide hotel, airfare and meals during the meeting.

Sanofi will reimburse Organization for agreed to expenses (local transportation expenses, e.g. taxi or public transport and meals while travelling) upon receipt of the original receipts and after filling a Word template provided by Sanofi.

Sanofi shall not pay for upgrades or for any travel or subsistence expenses for spouses or other traveling companions.

Hotel / Airline Travel Expenses

- Hotel accommodation will be modest (hotel rating shall not exceed 4 stars). Hotel cost estimation 239 euros per night for 2 nights stay.
- All expenses in addition to the room rate and breakfast are at Organization's expense, e.g. expenses related to the use of pay-tv, mini-bar, bar and telephone.
- Airline travel within Europe will be in economy class. Transatlantic or long-distance airline travel (i.e. more than six consecutive flight hours) will be in business class. Flight cost estimation circa 400 euros.
- If Organization is combining travel or overnight stays with other business-related or personal travel, Sanofi will only cover the appropriate portion of the travel itinerary and hotel accommodation.

Other Expenses

- Public transport (bus, subway, first class train travel), taxi and/or parking costs will be reimbursed at full rate. This is subject to Sanofi receiving the receipts or tickets for the expenses incurred, along with the filled in Word template provided. Taxi to and from airport will also be reimbursed under the same conditions with an estimated cost of 50 euros.
- Meals and snacks while travelling will be reimbursed at full rate. This is subject to Sanofi receiving the receipts for the expenses incurred, along with the filled in Word template provided.








PAG Consultancy Services Agreement June 2023 _ Anne Vastrup_AEF_Paris March 2024 (002)

Final Audit Report

2024-03-01


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-  Michaela Michaylova (Michaela.Michaylova@sanofi.com) added alternate signer info@atopiskeksempforening.dk. The original signer anne@vastrup.dk can still sign.
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