

Sponsorship Agreement ("Agreement")

between

Biogen (Denmark) A/S
Ørestads Boulevard 67, 1
2300 Copenhagen S
Denmark
Business reg. no.: 21 68 29 77

- hereinafter **Sponsor** or **Biogen** -

and

Scleroseforeningen
Mosedalvej 15
2500 Valby
Denmark
Business reg. no.: 10 36 78 16

- hereinafter **Sponsored Organisation** -

(Together the "**Parties**")

Preamble

- I. Biogen is a renowned company in the biotechnology industry that conducts the marketing and supply of pharmaceutical products for the treatment of neurodegenerative diseases and autoimmune disorders.
- II. The Sponsored Organisation is an organization which has over 60 years of experience in making a difference by leading the way in research, patient support and providing information on Multiple Sclerosis with objectives that include to support Danish patients diagnosed with Sclerosis and, among them, the events or activities established in § 1.1.
- III. The Sponsored Organisation has requested a financial contribution from Biogen for the carrying out of the event specified in § 1.1 and supported by the documentation of **ANNEX I** of this Agreement, committing itself to the promotion of Biogen by advertising its support.
- IV. Biogen has positively assessed the request and thus agrees to sponsor the organisation within the framework of a sponsorship agreement that the Parties have decided to sign according to following:
...
- V.



§ 1 Purpose of the Sponsorship

- 1.1. Biogen agrees to sponsor the Sponsored Organisation with their participation in the event or activity, the content of which is detailed below, with the program included as **ANNEX I** to this Agreement:

Detailed description	Detailed description
Title of the activity	Cykelnerven 2018
Type of sponsorship	<input type="checkbox"/> corporate memberships <input checked="" type="checkbox"/> events and congresses <input type="checkbox"/> exhibits
Expected duration	12.-17. June 2018
Amount requested	DKK 30.000
Tangible benefit to be received by Biogen in exchange for sponsorship	Logo on shorts, e-mail banner for own website and logo on Cykelnerven's website, 5 bike shirts, press package (press texts and photos for use in internal and external medias)

§ 2 The Sponsor's responsibilities

- (1) In return for the Sponsored Organisation fulfilling the responsibilities pursuant to § 3 and 4 below, the Sponsor shall support the event by paying an amount of DKK_30.000_in addition to VAT, if applicable.
- (2) The Sponsor shall not incur additional costs.
- (3) Payment shall be made within 30 days after receipt of the invoice. The invoice must include PO number: **605400**__.



§ 3 The Sponsored Organisation's responsibilities

The Sponsored Organisation undertakes to advertise, in accordance with the legal provisions in force, the contribution provided by the Sponsor in the event or activities described in § 1.1. The Sponsored Organisation undertakes to make public the sponsorship in any verbal or written communication, graphic or audiovisual support for the event or results of the event. The Sponsored Organisation undertakes to place the Sponsor's logo on the invitation, the program, the posters and in all other items announcing the sponsored activity or event.

The Sponsored Organisation authorizes the Sponsor to advertise the sponsorship agreed by means of the present Agreement in the form, manner, and conditions that Biogen deems appropriate, within the framework of institutional promotional activities of Biogen and/or promotion or information about medicines or other products. This authorization will not give rise to any different or additional consideration other than that agreed in this Agreement.

The Sponsored Organisation shall in any case respect the guidelines set by Biogen regarding all matters referring to the Biogen logo and corporate image.

Under no circumstances shall social programs/entertainment programs or the participation of spouses in the event be paid for.

§ 4 Additional obligations: Compliance with ethical and regulatory norms

- (1) **Compliance with statutory regulations and code.** The Sponsored Organisation bears sole responsibility for conducting the event or activity. In conducting the event or activity, the Sponsored Organisation shall observe all ethical and business conduct laws, norms and applicable codes, including, but not limited to the Pharmaceutical Industry Good Practices Code 2014 (Pharmaceutical Industry Code); the EFPIA (European Federation of Pharmaceutical Industries and Associations) Code of Practice and Biogen internal ethical Codes of conduct <http://www.cobc-BIOGEN.com/>. In addition, the Sponsored Organisation has knowledge and is committed to fulfil the OECD Convention to Combat the Bribery of Foreign Public Officials in International Business Transactions of 1997 and any other relevant norms that may be applicable such as the Foreign Corrupt Practices Act or FCPA 1977 and the British Bribery Act 2010.
- (2) The Sponsored Organisation must abstain (and ensure that its administrators, directors, managers, employees, representatives, agents or other people who act in their name abstain) from carrying out payments or transfers of value, either directly or indirectly, to state officials or any employees of the public administration (including medical doctors) and to private company directors and employees with decision-making capacity, with the purpose of influencing an action or decision that these persons can or must make as a result of his/her position (or with the purpose of inducing such persons to use their influence) in



order to obtain or receive favorable treatment, or to obtain and develop a business or to obtain any other special benefit for itself or Biogen. The Sponsored Organisation states that in the past, (i) it has not used any funds to make contributions, gifts, activities of leisure, or any other illicit cost related to political activities, (ii) nor made any illicit payment to officials or state employees or employees of the public administration; (iii) or destined finances, directly or indirectly, to political campaigns or parties.

- (3) **Internal regulations for medical facilities, third party funding guidelines.** In addition, the Sponsored Organisation guarantees that it will adhere to the legal and internal regulations of the respective facility when inviting or with respect to the participation of the employees of the medical facilities that are selected by the Sponsored Organisation, and that the execution of this Agreement will not infringe upon the professional duties of any participating employee. In particular, the Sponsored Organisation guarantees that the applicable third party funding regulations for the respective medical facilities will be adhered to when receiving compensation.
- (4) **Representations and ongoing obligation.** The Sponsored Organisation guarantees and represents to Biogen that
- a) the sponsorship shall only be used for purposes of the event or activity in accordance with the request made for the sponsorship and this agreement,
 - b) changes with respect to the scope, the purpose or the timing of the event shall immediately be notified to Biogen and provided to Biogen for the purpose of obtaining written consent,
 - c) the financial resources received from Biogen individually or in total over the last 12 months and during a continuously rolling 12-month period will not represent more than 30% of the Organizer's ongoing operating costs, and
 - d) **the confirmation form attached as an ANNEX II shall be sent to Biogen within ten (10) business days of completion of the event.**

If the Sponsored Organisation breaches the obligations contained in this paragraph 4, then Biogen has the right to terminate this Agreement with immediate effect. Biogen reserves the right to reclaim the sponsored amount if the Sponsored Organisation fails to submit the confirmation form in ANNEX II in time.

- (5) **Information, accountability and inspection.**

5.1 The Sponsored Organisation shall inform Biogen of any major changes occurred, including but not limited to changes in organs of decision (including but not limited to its Board of Directors).



5.2 Biogen may request information and proof of accountability with respect to the use of the funds provided, and demand that all non-used funds be returned. In addition, the Sponsored Organisation is obligated to maintain documentation related to the sponsorship, such as, for example, accounting documents and documents that sufficiently prove what the sponsorship was used for. The Sponsored Organisation shall report the financial outcome within six months after completion of the event. The Sponsored Organisation shall return any unused funds and funds used for a purpose other than as described in the Agreement to Biogen before the Sponsored Organisation may be considered for further funding.

5.3 Biogen, its authorized representatives (including the consultants) or governmental authorities have the right to inspect these documents, to audit them or to reproduce them, (i) in order to be able to see that the funds were used in accordance with this Agreement, (ii) to the extent that such an inspection and audit is required by the governmental authorities or applicable laws require this, or (iii) for other business purposes in connection with this Agreement if Biogen has an authorized interest in them. The Sponsored Organisation hereby acknowledge that any auditing documents that are requested by the governmental authorities shall be provided to Biogen promptly and that the Sponsored Organisation must cooperate with this type of auditing requirements by complying within an appropriate period of time. The Sponsored Organisation shall provide Biogen and their employees with suitable representatives for this purpose in order to discuss the corresponding auditing documents and to solve any questions or issues that arise. These auditing requirements do not principally require any on-site audits, unless such an on-site audit is required by the national authorities or by applicable laws or the particular nature of the audit question makes this necessary.

- (6) **Accounting Documents.** The Sponsored Organisation shall send Biogen the accounting documents or annual financial statements (balance sheet, income statement) for the last three (3) fiscal years upon request.

§ 5 Rights to images and sound recordings, documentation

The Sponsored Organisation declares that it is in agreement that the video and speech recordings made or photos taken (if they are related to the presentation and the direct surroundings of the Sponsor) as well as any written documents created for the event may be used indefinitely and published by the Sponsor without additional approval for internal and external publications as part of press and public relations work, marketing and for internal company communications, e.g.

- posters, prospects or letters to customers or potential customers for the purpose of sales promotion and image advertising;
- communication to employees;
- the employee magazine;
- internal and external training purposes as well as intranet;



- press requests;
- reproduction in the framework of the internet presence.

The material may be changed, modified or combined with other images, texts, graphics, etc so long as a slander/defamation is excluded.

The Sponsored Organisation shall inform its employees involved in the event, as well as participants at the event, about the possible publication of images and sound recordings.

§ 6 Publication of the value transfer pursuant to this Agreement on a publicly accessible Internet site

The Sponsored Organisation declares having knowledge of and understands that as a member of the EFPIA (European Federation of Pharmaceutical Industries and Associations) ("EFPIA"), Biogen must comply with the regulation and Codes of Conduct approved by the association, including the Publication Code of Value Transfers. This information includes disclosing, displaying and providing information regarding the amount or amounts provided as collaboration pursuant to this Agreement and its Annexes. To this end, the Sponsored Organization allows and authorizes Biogen to publish all the information regarding this Agreement in an individualized manner, accompanied by a detailed description of the economic and non-economic benefits received by the Organization under this Agreement.

Information on transfers of value to public hospitals will be disclosed on Biogen's publicly accessible company website and will remain in the public domain for a minimum of two years after the time such information is first disclosed.

A summary of the Agreement with information on transfers of value to patient organizations will be disclosed on Biogen's publicly accessible company website from the time the collaboration starts until 6 months after the end of the collaboration. The entire Agreement will be shared on request. Biogen will at the end of the year send a list of all sponsorship collaborations to ENLI.

§ 7 Final provisions

- (1) The law of Denmark is the sole applicable law to this Agreement. For the resolution of any disputes that may arise between the Parties with regard to the interpretation, execution or fulfillment of this Agreement, both Parties expressly waive the right to any other law that may correspond and submit to the Courts of Denmark.



- (2) This Agreement defines conclusively the agreements reached between the Parties to the Agreement. No verbal agreements have been reached or are hereby voided.
- (3) Changes and additions to this Agreement require the written form. This also applies to changes to the written form clause. Notifications and declarations in electronic form do not fulfill the agreed written form requirement.
- (4) If a provision of this Agreement is or becomes invalid or is not executable, it shall not affect the validity of the rest of the Agreement. In such cases, the Parties to the Agreement undertake to replace the invalid or non-executable provision with a valid or executable provision that comes as close as possible to the intention and purpose of the provision to be replaced. The same applies to any omissions in the Agreement.



Signature page

Biogen (Denmark) A/S

Scleroseforeningen

14/12-2017

By: _____

By: _____

Printed name of authorized signatory

Printed name of authorized signatory

Title: Managing Director

Title: CEO

Place & Date: _____

Place & Date: Valby 14-12-17

If additional signatures are needed.

By: _____

By: _____

Printed name of authorized signatory

Printed name of authorized signatory

Title: _____

Title: _____

Place & Date: _____

Place & Date: _____



ANNEX I

DETAILED DESCRIPTION OF THE ACTIVITY/EVENT TO BE SPONSORED

Cykelnerven is a charity event arranged by Scleroseforeningen. The charity raised from participants and sponsors will be used for research within sclerosis.

The event will take place on bikes in France 13.-18. June 2018.

Participants will pay a participant fee and fundraise an amount of min. DKK 15.000 to research in sclerosis,

Biogen will sponsor an amount of DKK 30.000 to Cykelnerven 2018. As sponsors Biogen will receive logo on shorts, e-mail banner for own website and logo on Cykelnerven's website, 5 bike shirts and a press package



ANNEX II

Sponsorship confirmation form

BIOGEN (DENMARK) A/S

Subject: Sponsorship Agreement between Biogen (Denmark) A/S and Scleroseforeningen on 14.12.2017

Sponsor amount of DKK 30.000 to Cykelnerven 2018, a charity event arranged by Scleroseforeningen which has taken place 13.-18. Juni 2018. The sponsorship will go to research within Sclerosis. As sponsors Biogen has received Logo on shorts, e-mail banner for own website and logo on Cykelnerven's website, 5 bike shirts and a press package

TBD

To Biogen (Denmark) A/S:

[I] / [We] hereby confirm, in the name of Scleroseforeningen, that

- a) the funds received from Biogen will only be used in accordance with the underlying sponsorship Agreement dated 14.12.2017.
- b) we are authorized to receive sponsorships in accordance with the applicable laws and regulations of the country where we are domiciled,
- c) the event was in accordance with all applicable national laws, guidelines and codes of conduct,
- d) no changes occurred with respect to the scope, purpose or the timing of the event, and
- e) [I] / [We] are authorized to sign this sponsorship confirmation form in the name of Cykelnerven.

Yours sincerely,

By: _____

Printed name of authorized signatory

Title: _____

Place & Date: _____

By: _____

Printed name of authorized signatory

Title: CEO

Place & Date: Valby 19-12-17