

## CO-OPERATION AGREEMENT

between

Biogen (Denmark) A/S  
Stationsparken 37  
2600 Glostrup  
Denmark  
Business reg. no.: 21 68 29 77  
and

- hereinafter *Biogen* -

Scleroseforeningen  
Poul Bundgaards Vej 1, st.  
2500 Valby  
Denmark  
Business reg. nr.: 10 36 78 16

- hereinafter *Patient Organisation* -

(together the **Parties** and individually a **Party**)

### Recital

*Whereas*, the Patient Organisation is formed for the purpose of general interest of providing support for patients with certain disease conditions, including MS and other chronic diseases, in accordance with its by-laws;

*Whereas*, the Parties want to co-operate in relation to supporting research on multiple sclerosis - the event "You Go Girl" by Scleroseforeningen. A walk of 16,500 steps. One step for every Dane with multiple sclerosis in order to raise awareness of the disease. Further detailed in Exhibit A ("**Activity**") according to the terms and conditions of this co-operation agreement ("**Agreement**") and its exhibits.

The Parties have agreed to enter into the following agreement.

### §1. Subject Matter of the Agreement

- (1) This Agreement sets forth the framework for the funding of total 6,000 DKK for the co-operation between the Patient Organisation and Biogen in relation to the Activity You Go Girl. Biogen will purchase walk-start package containing of: YGG medal, YGG-Gymbag, YGG-Buff, YGG-Popsocket, Printed start number, Printed diploma. Total of 25 packages x 240 DKK = DKK 6,000.
- (2) Both Parties will comply with the Danish legislation and the Ethical Committee for the Pharmaceutical Industry("ENLI") ethical rules ("ENLI Code") in their activity under this Agreement.
- (3) The Patient Organisation shall submit to Biogen a copy of any material produced in relation to the Activity at least 10 (ten) working days in advance. Biogen will not seek to influence the Material produced by the Patient Organisation in relation to the Activity in a manner favourable to Biogen's own commercial interests.
- (4) The Patient Organisation will not perform in any way that would constitute an incentive to recommend, prescribe, purchase, supply, sell, administer or use any medicinal product. The

Activity and co-operation under this Agreement will not in any way relate to the products of Biogen or its affiliates. Marketing of prescription-only medicines to consumers is prohibited, and this prohibition applies to the co-operation under this Agreement.

- (5) Biogen may use the Patient Organisation's logo in invitations sent out in relation to the Activity. Biogen will not make public use of the Patient Organisation's logo in any other way in relation to the Activity without a written permission from the Patient Organisation. If Biogen wishes to use the Patient Organisation's logo, Biogen will seek the permission of the Patient Organisation and will clearly define the specific purpose and the way the logo will be used.
- (6) The Patient Organisation is permitted to use Biogen's logo in relation to the Activity.
- (7) The Patient Organisation represents and warrants that it is a non-profit organisation, duly organised, validly existing and in good standing under the laws of Denmark and has all requisite power and authority to execute and perform its obligations under this Agreement.

## **§2. Confidentiality**

If, during the implementation of this Agreement the Patient Organisation shall have access to know-how, trade secrets, information, data, procedures, substances and similar trade information of Biogen, the Patient Organisation undertakes to neither make available or disclose this information or parts thereof to any third party, nor make use of it unless the Patient Organisation received Biogen's prior written consent to do so or if a respective use is expressly permitted under this Agreement.

## **§3. Conflicts**

The Patient Organisation guarantees that the execution and implementation of this Agreement by the Patient Organisation does not violate any other agreements entered into with third parties. The Patient Organisation shall inform Biogen on any agreement with third parties which may in any respect affect the obligations under this Agreement. For clarity, Biogen does not require being the only supporter of the Patient Organisation or the only supporter of significant form of the Patient Organisation's activities.

## **§4. Data Protection**

In accordance with applicable data protection law, Biogen processes your personal data in order to fulfill and perform its obligations under this Agreement and also to comply with its legal obligations (for example, following good accounting practice). Where necessary, Biogen may transfer your personal data to other companies in its group and may also engage third party service providers (e.g. IT service providers) to process your personal data on its behalf. Such parties may be located outside Europe, but Biogen will ensure that all recipients are contractually (e.g. by Standard Contractual Clauses) and/or legally obliged to comply with privacy standards in accordance with data protection law. Biogen retains your personal data for no longer than is necessary for the purposes for which it is collected. You may contact Biogen if you would like to access your personal data or require information about the personal data that Biogen holds about you. You may object to the processing of your personal data for legitimate reasons and you may also request the correction or erasure of it. Should you feel it necessary, you also have the right to lodge a complaint with your data protection authority. If you have questions about our processing of your personal data, you can contact Biogen's Data Protection Officer at [privacy@biogen.com](mailto:privacy@biogen.com).

## **§5. Declaration and Disclosure of Interest**

The Patient Organisation acknowledges and accepts that under ENLI Code Biogen is responsible for making Biogen's support to the Patient Organisation transparent. Biogen is responsible for maintaining and to make publicly available a list of supported patient organisations, specifying the direct and indirect financial or other similar support given to the organisations as well as a brief description of the nature

of the Agreements on Biogen's home page in accordance with ENLI Code. The Agreement shall, on request, be available to all third parties.

The Patient Organisation is required to disclose the nature of support from Biogen in an appropriate manner in relation to the Activity, e.g. on any supported printed/digital materials or meetings. The disclosure of the support must be prominent and accurately reflect Biogen's involvement. The Patient Organisation shall always disclose and state that the Patient Organisation is or have been in a contractual relationship with Biogen when publicly writing or speaking on the matter which is the subject of this Agreement. These obligations shall survive any termination of this Agreement.

## **§6. Term and Termination**

This Agreement will take effect on the date this Agreement is signed by both Parties and will automatically terminate on completion of the Activity but in no case later than one year after signature.

Both parties retain the right to terminate this agreement forthwith for good cause. Good cause may include, but is not limited to, the cancellation of the Activity, non-compliance with any of the terms in this agreement, any aspect of this activity that gives concern relating to compliance with ENLI Code.

## **§7. Funding**

- (1) The Funding of DKK 6,000 will be made in one payment. The Patient Organisation is solely responsible for any settlement of tax on the payment of the Funding, if applicable.
- (2) The Funding may be used by the Patient Organisation solely for the Activity. The Patient Organisation shall not use the sum for any inappropriate purposes, non-compliant with this Agreement or ENLI Code.
- (3) The Funding is due for payment within thirty (30) days after Biogen receives an invoice specifying the details for what the Funding has been used for.
- (4) In the event that the Activity does not take place, Biogen should be notified immediately, and any unallocated Funding should be returned to Biogen within thirty (30) days.
- (5) After completion of the Activity, any excess remaining funds shall be returned to Biogen within thirty (30) days.

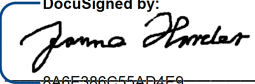
## **§8. Final Provisions**

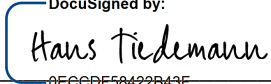
- (1) This Agreement is governed by and is to be construed in accordance with the laws in Denmark and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Denmark and any courts competent to hear appeals from those courts in respect of any proceedings that may be brought at any time relating to this Agreement.
- (2) This Agreement contains the final agreements reached between the Parties; oral covenants have not been made or, as the case may be, shall herewith be cancelled. This Agreement may not be changed except by a written amendment signed by the Parties.
- (3) If a provision of this Agreement shall be or become invalid or unenforceable, the validity of the Agreement shall not be affected thereby. In such a case the Parties undertake to replace the invalid or unenforceable provision by such valid and enforceable provision which corresponds as close as possible to the economic intent and purpose of the provision to be replaced. The same shall apply in the event of any incompleteness of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement prior to the engagement of the co-operation.

Biogen (Denmark) A/S

Scleroseforeningen

By:   
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By:   
0ECCDF58422B43F...

Janne Harder

Hans Tiedemann

Name of authorized signatory

Name of authorized signatory

Title: Managing Director

Title: \_\_\_\_\_

Place & Date: 13-Apr-2021

Place & Date: 14-apr-2021

## **Exhibit A Project Plan**

You Go Girl event by Scleroseforeningen for all Biogen employees at the Danish office.

Biogen Denmark always wants to raise awareness of the disease and the opportunities you still have when living a life with MS. Collaboration with the Danish MS organisation in this matter will support to meet this.

Supporting research on multiple sclerosis - the event "You Go Girl". A walk of 16,500 steps. One step for every Dane with multiple sclerosis in order to raise awareness of the disease. Biogen Denmark will walk in honour of all Danes who live with multiple sclerosis every day. Together we pay tribute to the community and raise money for the vital research.

Biogen will purchase walk-start package containing of: YGG medal, YGG-Gymbag, YGG-Buff, YGG-Popsocket, Printed start number, Printed diploma. Total 25 x 240 DKK = DKK 6,000. Each employee at the Danish affiliate will get a start package and be encouraged to participate in the walk.