



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is entered into as of February 12, 2021 (“**Effective Date**”) by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark (“**Novartis**”) and **Scleroseforeningen**, an Organization incorporated under the laws of Denmark, located at Poul Bundgaards Vej 1, 2500 Valby, (“**Sponsorship Recipient**”). Novartis and Sponsorship Recipient may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Sponsorship Recipient has specifically requested Novartis’ financial contribution in order to support the Sponsorship Activity (as defined in Exhibit A), through a Sponsorship Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Sponsorship Request Letter mentioned above, Novartis wishes to support the Sponsorship Activity with the Sponsorship Amount (as defined in Exhibit A);

WHEREAS, Novartis will receive a tangible benefit in connection with the sponsorship (as defined in Exhibit A); and

WHEREAS, Sponsorship Recipient accepts the Sponsorship Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. SPONSORSHIP BY NOVARTIS

1.1 **Sponsorship.** Novartis will provide the Sponsorship Amount as set forth in Exhibit A solely to support Sponsorship Recipient in performing the Sponsorship Activity as set forth in Exhibit A.

1.2 **Tangible benefit.** Novartis will receive a tangible benefit as set forth in Exhibit A.

1.3 **Statement of Purpose.** The Sponsorship Activity is for **Cykelnerven 2021**.

1.4 **Novartis Responsibility.** Sponsorship Recipient agrees that Novartis’ responsibility is solely to provide the Sponsorship Amount and to receive the tangible benefit. Novartis will not be liable to Sponsorship Recipient or to any other person for the Sponsorship Activity or the use of the Sponsorship Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Sponsorship Recipient to return the Sponsorship Amount and take other corrective action if Sponsorship Recipient breaches this Agreement.



2. OBLIGATIONS OF SPONSORSHIP RECIPIENT

2.1 Use of Sponsorship Amount.

- (a) Sponsorship Recipient shall use the Sponsorship Amount solely for the Sponsorship Activity and shall not use the Sponsorship Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Sponsorship Recipient undertakes to independently contact Novartis in the event any part of the Sponsorship Amount has not been used for the Sponsorship Activity so that such amount can be refunded to Novartis without undue delay.
- (b) Sponsorship Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Sponsorship Activity. Sponsorship Recipient warrants that the Sponsorship Activity is compliant with all such requirements.
- (c) Sponsorship Recipient is solely responsible for the manner in which the Sponsorship Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Sponsorship Activity and the use of the Sponsorship Amount. Any claims for payment from third parties involved in the Sponsorship Activity are the sole responsibility of Sponsorship Recipient and Novartis will not fund any additional amounts for the Sponsorship Activity.

2.2 Objectivity & Balance.

- (a) The Sponsorship Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Sponsorship Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Sponsorship Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Sponsorship Recipient will ensure that any titles or overview information relating to the Sponsorship Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Sponsorship Recipient is responsible for selection of presenters, moderators and collaborators for the Sponsorship Activity. Novartis will not control the planning, content, speaker selection or execution of any Sponsorship Activity. If Novartis suggests presenters, moderators or collaborators, Sponsorship Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 Disclosure of Financial Relationships.

- (a) Sponsorship Recipient will: (i) disclose, to all audiences and in all publications relating to the Sponsorship Activity, that Novartis has provided a Sponsorship to support the



Sponsorship Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Sponsorship Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Sponsorship Recipient which a reasonable and ethical person would expect to be disclosed.

- (b) Novartis may disclose publicly the financial and non-financial support provided to Sponsorship Recipient, including, without limitation, the Sponsorship Recipient's identity, the Sponsorship Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Sponsorship Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Sponsorship Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Sponsorship Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Sponsorship Activity is at the sole discretion of Sponsorship Recipient. Meals and/or receptions, if any, will be modest and conducive to the Sponsorship Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) Reconciliation of Expenses. At the conclusion of the Sponsorship Activity, Sponsorship Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Sponsorship Amount not incurred in the implementation of the Sponsorship Activity. In addition, Sponsorship Recipient will retain appropriate records of the Sponsorship Activity and the use of the Sponsorship Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Sponsorship Amount has been used in accordance with this Agreement.

3. GENERAL

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS HEALTHCARE A/S

Scleroseforeningen

Date and Signature 1 –Contract Owner

Date: _____ 15-Feb-21 | 11:23:21 AM GMT Date: _____ 18-Feb-21 | 5:58:11 AM PST

Name: Susanne Thorsdal

DocuSigned by:
Susanne Thorsdal
A96A27496D9948E...

Name: Klaus Høm

DocuSigned by:
Klaus Høm
8A5C76EAC64C46D...

Signature: _____

Signature: _____

Title: Brand Manager

Title: Adm. direktør

Date and Signature 2 –Business Approver

Date: _____ 15-Feb-21 | 12:49:25 PM GMT

Name: Mads Thomsen

DocuSigned by:
Mads Thomsen
1797D74A2445448...

Signature: _____

Title: Franchise Head, MSc Pharm



EXHIBIT A

SPONSORSHIP AMOUNT & SPONSORSHIP ACTIVITY

Sponsorship Amount: **25.000 DKK + VAT = 31.500 DKK**

Sponsorship Activity: **Cykelnerven 2021.**

The sponsorship will be used for scientific research within the Multiple Sclerosis area and not as monetary support for the event.

Tangible Benefit:

1. Novartis' logo on selected cycling team. Logo placement on the thigh of the cycling pants
2. Five cycling jerseys that can be used for internal marketing
3. Novartis logo at www.cykelnerven.dk
4. Opportunity to use Cykelnerven's logo on Novartis' own media
5. Marketing on the Scleroseforeningen's SoMe – primarily LinkedIn and Facebook
6. PR-kit (photos and articles)

Evidences must be provided to Novartis upon completion of the Sponsorship Activity.


The Sponsorship amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Sponsorship Recipient.



EXHIBIT B

SPONSORSHIP REQUEST LETTER

<p>Novartis Danmark A/S Edvard Thomsens Vej 14, 3. 2300 København S Att.: Susanne Thorsdal</p>	 <p>SCLE ROSE FORENINGEN</p> <p>Poul Bundgaards Vej 1, st. DK 2500 Valby</p> <p>T: +45 36 44 36 46 Info@Scleroseforeningen.dk scleroseforeningen.dk</p> <p>Protektor Hendes Majestæt Dronningen</p>								
<p>28. januar 2021</p>									
<p>Ansøgning om støtte til projekt "Cykelnerven 2021"</p> <p>Hermed fremsendes ansøgning om støtte på kr. 31.250 (25.000 ex moms) til projekt "Cykelnerven 2021", hvor vi cykler for en verden uden sclerose.</p>									
<p>Budget Alle deltagende rytter dækker selv deres rejseudgifter jf. fly, hotel og forplejning via egenbetaling.</p>									
<p>Scleroseforeningen har selv følgende udgifter:</p> <table border="0"> <tr> <td>Cykeltilbehør</td> <td style="text-align: right;">kr. 600.000</td> </tr> <tr> <td>Planlægning/eksekvering af Cykelnerven</td> <td style="text-align: right;">kr. 100.000</td> </tr> <tr> <td>Personaleudgifter</td> <td style="text-align: right;">kr. 200.000</td> </tr> <tr> <td>Guider</td> <td style="text-align: right;">kr. 200.000</td> </tr> </table>		Cykeltilbehør	kr. 600.000	Planlægning/eksekvering af Cykelnerven	kr. 100.000	Personaleudgifter	kr. 200.000	Guider	kr. 200.000
Cykeltilbehør	kr. 600.000								
Planlægning/eksekvering af Cykelnerven	kr. 100.000								
Personaleudgifter	kr. 200.000								
Guider	kr. 200.000								
<p>Der forventes i år at indsamle 6 mio. kr. til forskning i sclerose.</p>									
<p>For sin støtte opnår Novartis følgende modbydelser:</p> <ol style="list-style-type: none"> 1. Novartis-logo på cykelbuks på jeres udvalgte cykelhold 2. 5 cykeltrøjer der kan bruges til intern markedsføring 3. Logo på cykelnerven.dk 4. Mulighed for at bruge Cykelnervens logo på egne medier 5. Markedsføring på vores SoMe medier – primært linkedin og Facebook (som eksempel se link https://www.facebook.com/cykelnerven/photos/a.754386354587532/5385375931488528/) 6. Et pressekit hvis dette ønskes (foto og artikler) 									
<p>På forhånd tak for jeres støtte.</p>									
<p>Med venlig hilsen</p>									
<p>Hans Tiedemann Projektleder Erhverv, Partnerskaber & CSR</p>									