



SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is entered into as of 30.09.2019 (“**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, DK-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 scientific and/or educational purposes only and will not promote Novartis’ products, directly or indirectly. The sponsorship is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis’ products. The sponsorship Amount is based upon a budget provided to Novartis by sponsorship Recipient reflecting a good faith estimate of the actual cost of the sponsorship Activity. The sponsorship Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and sponsorship Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 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

Date and Signature 1 – Contract Owner

Name: Susanne Thorsdal

Title: Field Brand Manager

City: Copenhagen S

Date: 14-Oct-2019 | 2:13:48 PM IST

Signature: DocuSigned by:
Susanne Thorsdal
A95A27496D9948E...

Date and Signature 2 – Business Approver

Name: Mads Thomsen

Title: Franchise Head

City: Copenhagen S

Date: 14-Oct-2019 | 5:16:23 PM IST

Signature: DocuSigned by:
Mads Thomsen
1797D74A2445448...

Scleroseforeningen

Name: Hans Tiedemann

Title: Projektleder

City: Projektleder

Date: 20-Oct-2019 | 11:41:55 PM PDT

Signature: DocuSigned by:
Hans Tiedemann
0ECCDF58422B43F...

Name: Klaus Høm

Title: Direktør

City: CEO

Date: 14-Oct-2019 | 11:55:24 PM PDT

Signature: DocuSigned by:
Klaus Høm
8A5C76EAC64C46D...



EXHIBIT A

SPONSORSHIP AMOUNT & SPONSORSHIP ACTIVITY

Sponsorship Amount: **DKK 77.050** DKK

Sponsorship Activity: Sponsorship Activity: **Scleroseforeningen – a leaflet for patients with MS on the topic “Progression” – will be informative on an aspect on worsening of the disease and how the patient can handle it.**

Novartis will be able to distribute the leaflets to hospital clinics via own network as we see fit.

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)

Budget:

**Budget:**

Post	Udgifter
Projektleder (50 timer)	17.500
Kommunikationsmedarbejder	7.800
Honorar til eksterne forfattere	8.000
Grafiker og trykning (inkl. moms)	43.750
Total	77.050 kr.

Udbetalingsinformation:

Bank: Danske Bank
 Reg. nr.: 4440
 Konto nr.: 4370210306
 CVR-nr.: 10367816
 Tilhørende: Scleroseforeningen
 Adresse: Poul Bundgaards Vej 1, st.
 Postnr. og by: 2500 Valby
 Forskningskontonr.: 09002

Tangible Benefit: ***Novartis will receive copies of the leaflet and be able to offer them to the MS clinics in Denmark***

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

After completion Novartis will receive copies of the leaflets for distribution to MS clinics and will be allowed to distribute as we see fit.



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 at the following email address: Hans Tiedemann: hti@scleroseforeningen.dk



EXHIBIT B

SPONSORSHIP REQUEST LETTER



Novartis Denmark A/S
Edvard Thomsens Vej 14, 3.
2300 København S
Att: Susanne Thorsdal



Poul Bundgaard's Vej 1, st.
DK-2500 Valby

T: +45 36 46 36 46
info@scleroseforeningen.dk
scleroseforeningen.dk

Protector
Hendes Majestæt Dronningen

17. september 2019

Ansøgning om støtte til følgende projekt: Pjece til mennesker med Progressiv MS

Scleroseforeningen ønsker at udvikle en pjece med relevant målrettet information til mennesker med progressiv MS, skrevet i et lettilgængeligt sprog. Progressiv MS adskiller sig på væsentlige punkter fra attackvis MS. Derfor er der behov for informationsmateriale, der specifikt henvender sig til mennesker med progressiv MS. Pjecen skal indgå i Scleroseforeningens portefølje af pjecer, der bl.a. skal være tilgængelige på landets scleroseklinikker.

Pjecerne blive produceret i perioden oktober-december 2019, hvorefter de også bliver tilgængelige online.

Novartis ansøges om fuld finansiering til produktion af pjecerne. Budgettet er estimeret til 77.050 kr. inkl. moms. (se budget på side 2)

Projektet støttes ikke økonomisk af andre end Novartis Healthcare

På forhånd tak for jeres støtte.

Med venlig hilsen


Hans Tiedemann
Projektleder
Erhverv, Partnerskaber & CSR