

DONATION AGREEMENT

SPECIAL TERMS

This Agreement is made by and between Sanofi A/S, a company duly registered under the laws of Denmark under the business identity number 19064301 (hereinafter referred to as “**SANOFI**”), and

RECIPIENT	Danish Multiple sclerosis Association (Scleroseforeningen), Poul Bundgaards Vej 1. st., 2500 Valby, Denmark CVR number : 10367816 represented for the purposes hereof by Lasse Elbrønd Skovgaard duly authorised for the purpose hereof.
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1. GENERAL INFORMATION

Name / E-mail / Telephone of the RECIPIENT contact	Lasse Elbrønd Skovgaard, lsk@scleroseforeningen.dk , +45 36463646
Name / E-mail / Telephone of the SANOFI's requestor contact	Myassa Kjaerem, Myassa.Kjaerem@sanofi.com , +45 53605460

2. DURATION OF THE AGREEMENT

Notwithstanding its signature date, the Agreement shall be effective from the “*Effective Date*” to the “*End Date*” mentioned below:

Effective Date: Effective Date will be the date of the signature of the agreement

End Date: June 2019

Any amendment to the Agreement shall be made in writing and signed by both Parties.

3. DESCRIPTION OF THE ACTIVITIES PERFORMED BY RECIPIENT

For the purpose of the Agreement the term “**Activity**” shall mean:

The donation will support a public debate on the importance of patients with multiple sclerosis on the work market.

4. TRADEMARKS

Will RECIPIENT use SANOFI trademarks under this agreement?

YES NO

5. FINANCIAL CONDITIONS

SANOFI agrees to grant RECIPIENT with a financial donation of an amount of: DKK Seventy eight thousand one hundred and twenty five (DKK 78.125) (the “**Donation**”).

6. PAYMENT TERMS

All sums due under the Agreement shall be paid by SANOFI to the RECIPIENT by wire transfer in a bank account located in the country where the RECIPIENT is duly registered. The RECIPIENT will ensure that all invoices sent to Sanofi are correctly detailed, by specifying in particular the amount and associated Activity.

Payments of undisputed invoices shall be made within thirty (30) days following the date of issue of the invoice.

Invoices shall mention the following: the name and address of each Party, the Effective Date of the Agreement, the price net of any taxes, the references of the banking account to which the payments must be made.

Invoice should be sent as pdf to: SanofiDK.Invoices@recall.se. If not possible send to: Sanofi A/S, FE 146, 831 88 Östersund, Sweden. Invoice(s) shall be sent no longer than three (3) months after the end of the Activity.

7. SIGNATURE

This Agreement has been drawn up in two (2) copies, of which the parties mentioned below shall retain one copy each.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on their behalf, as of the Effective date. In the event that the Parties execute this Agreement by exchange of electronically signed copies or facsimile signed copies, the Parties agree that, upon being signed by all Parties, this Agreement will become effective and binding and that facsimile copies and/or electronic signatures will constitute evidence a binding agreement with the expectation that original documents may later be exchanged in good faith.

SANOFI

Name: Kirstin Jagd

Date: Jun 24, 2018

Kirstin jagd
Kirstin jagd (Jun 24, 2018)

Signature

RECIPIENT

Name: Lasse Elbrønd Skovgaard

Date: Jun 25, 2018

Lasse Skovgaard
Lasse Skovgaard (Jun 25, 2018)

Signature

GENERAL TERMS

This sponsorship agreement consists of these General Terms, the Special Terms and all relevant Appendices (together the “**Agreement**”).

The Agreement is between SANOFI and the RECIPIENT (as defined in the Special Terms).

The Parties have agreed as follows:

1. Donation

- 1.1 SANOFI agrees to grant RECIPIENT a financial donation as defined in the Special Terms (hereinafter the “**Donation**”).
- 1.2 The RECIPIENT hereby accepts the Donation.
- 1.3 SANOFI shall transfer the Donation to the RECIPIENT in compliance with the Payment term and the financial conditions set out in the Special Terms.
- 1.4 The Donation is granted for a special purpose. The RECIPIENT undertakes to use the Donation exclusively for its charitable purpose, namely to support RECIPIENT’s activity.
- 1.5 After the RECIPIENT has used the Donation, but no later than six (6) months after the date of concluding this Agreement, the RECIPIENT shall provide SANOFI with a detailed written information on the manner in which the Donation was used.
- 1.6 The RECIPIENT is obliged to repay donations that were not duly used according to Section 1.4 within fourteen (14) days after having been requested by SANOFI to do so.
- 1.7 “**Affiliate**” shall mean SANOFI’s parent company (registered in PARIS, France under the n°395 030 844, hereinafter “**SANOFI SA**”) and any legal entity which is controlled by SANOFI SA or under common control with SANOFI SA or controlling SANOFI SA. “**Control**” means the direct or indirect ownership of at least fifty percent (50%) of the share capital or the voting rights of such entity or of the power to designate the majority of the members of its principal management body.

2. The use of distinguishing features

- 2.1 If agreed between the parties in the Special Terms, then SANOFI grants to the RECIPIENT a non-exclusive, non-transferable right to use SANOFI’s logo solely for the purpose of performance of the RECIPIENT’s obligations under this Agreement, in particular the obligation of transparency and disclosure (hereinafter the “**Trademarks**”). The purposes, format, support and the territory will be agreed from time to time between the Parties in accordance with this Agreement. The use of Trademarks by RECIPIENT shall be made in accordance with SANOFI’s instructions and directives. In order to ensure that the use of the Trademarks is in compliance with such instructions and directives, RECIPIENT shall send SANOFI, upon SANOFI’s request, the samples of uses allowing SANOFI to verify such compliance.

SANOFI shall have the right to withdraw this authorization at any time provided that SANOFI sends a registered mail to the RECIPIENT. Fifteen (15) days after receipt of such registered mail the RECIPIENT shall cease to use Trademarks.

If not terminated earlier, this license to use the Trademarks shall cease upon termination of this Agreement

- 2.2 The RECIPIENT’s distinguishing features can be used by SANOFI only with the approval of the RECIPIENT.

3. Anti-bribery

- 3.1 RECIPIENT and SANOFI agree that the arrangements set out in this Agreement do not take effect and are not intended to take effect as an incentive or reward for a person's past, present or future willingness to prescribe, administer, recommend (including formal recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by SANOFI or as an incentive to grant an interview for any sales or marketing purposes. RECIPIENT warrants, that it will comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 (the "Anti-Bribery Laws") and; therefore that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or

indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) SANOFI by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. RECIPIENT will immediately notify SANOFI if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. RECIPIENT shall keep detailed and up to date books of the account and records of all acts and payments made by it in relation to this Agreement for a minimum period of seven (7) years and at SANOFI request make them available for inspection. RECIPIENT will ensure that such books of account and records are sufficient to enable SANOFI to verify their compliance with this section of the Agreement.

- 3.2 Breach by the RECIPIENT of the terms of this Section will be deemed a material breach of this Agreement and SANOFI may immediately terminate this Agreement at any time, with immediate effect and without any opportunity to remedy the breach by the RECIPIENT, by giving notice in writing to the RECIPIENT.
- 3.3 The rights to terminate this Agreement under this Section will be without prejudice to any other right or remedy SANOFI may have accrued up to the date of termination.

4. Ethical rules – Transparency - Disclosure

- 4.1 The current EFPIA ethical rules for the pharmaceutical industry in European Union and the other applicable code of conduct shall apply together with the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals.
- 4.2 The RECIPIENT shall certify that it complies with all the requirements imposed on it by the applicable laws and has the status of financial support recipient. Further, the RECIPIENT confirms that SANOFI's Rules for Hospitality in the appendix to the Special Terms are complied with. The RECIPIENT warrants that it qualifies for receiving donations under the applicable laws.
If due to changed circumstances, the RECIPIENT loses its right to receive the financial support, RECIPIENT must immediately notify SANOFI in writing thereof and reimburse SANOFI the Donation received and the Agreement will automatically terminate.
- 4.3 The Parties undertake to properly represent funding provided/received in their accounts. In the interest of transparency relating to SANOFI's financial relationships with healthcare organizations, associations and institutions, and in accordance with the law, regulation and code of practice applicable to the pharmaceutical industry, SANOFI will collect, process and publicly disclose on SANOFI or its Affiliates' website, and/or, where applicable communicate to relevant authorities/institutions, the funding and/or any direct or indirect advantages and/or or any related information or document associated with this Agreement. RECIPIENT agrees to such disclosure.
- 4.4 In invitations to the RECIPIENT's activity(-ies), if any, it must be clear to the recipients of such invitations, if these are HCPs, that the activity(-ies) is financially supported by SANOFI and, if other pharmaceutical companies financially support the activity(-ies) as well, it must be clear to the HCPs that the activity(-ies) is also financially supported by such other pharmaceutical companies.
- 4.5 This This Agreement respects the rules and legislation on collaboration between healthcare professionals and pharmaceutical and medical device companies.
 - i) The legislation states that physicians, dentists and pharmacists are required to make a notification OR to obtain an approval from the Danish Health and Medicines Authority prior to the collaboration with medical pharma and medical device companies.
 - ii) The legislation states that nurses are required to make a notification to OR must obtain an approval prior to collaboration with medical device companies.

On this basis and when applicable the representative of the RECIPIENT is responsible for choose the relevant one of the following: reporting to OR apply permission from the Danish Medicines Agency the collaboration with SANOFI covered by this Agreement.

Under the same legislation, SANOFI is obliged to report the collaboration to the Danish Medicines Agency, who will make some of the information on the collaboration publicly available on the agency's website for a period of two years as of termination of the collaboration.

Further information on the rules are available in the publication: "What you have to know, when you as a healthcare professional collaborate with a company". Also, the legislation and guidance are available on the home page of the Danish Health and Medicines Authority <https://laegemiddelstyrelsen.dk/en/licensing/collaboration-with-companies/>."

5. Data Privacy

- 5.1 The Parties will process all personal data obtained during the course of the Agreement in accordance with applicable data protection laws.
- 5.2 SANOFI will process any personal data received from the RECIPIENT, including – but not limited to –name, address, image and bank details of the representative of RECIPIENT and its employees ("**Personal Data**"), for purposes linked to this Agreement, to manage SANOFI's contractual relationship with the HCP and to fulfil legal, regulatory and compliance requirements applicable to SANOFI - including, without limitation, anti-bribery laws and regulations, industry codes of conduct, audit and reporting requirements and the maintenance of accounting and tax records ("**Purposes**").
- 5.3 SANOFI may disclose the Personal Data to Affiliates and to any third party providing services to SANOFI ("**Beneficiaries**"), for the Purposes described herein and for storage purposes. Except as set forth herein, the Personal Data will be kept confidential.
- 5.4 Personal Data may therefore be stored, processed or transferred for the Purposes to Beneficiaries possibly located in third countries that do not necessarily ensure the data protection level of the EEA member countries. SANOFI shall take all appropriate measures to safeguard and prevent access to Personal Data. SANOFI stores and processes the Personal Data for a period reasonably determined by business necessity to meet the Purposes. Objection to the processing or request (i) to access or (ii) to rectify the Personal Data, or (iii) to obtain Personal Data in a structured and machine-readable format may be done by contacting the "*Data Privacy Officer*" at SANOFI's address. Filing complaint about the processing is also possible before the local Data Protection Authority.
- 5.5 By signing this Agreement the representative of the RECIPIENT consents to his/her personal data being processed, stored in a data base, and transferred to a company that belongs to SANOFI or the group of SANOFI or to third parties outside the EEA, possibly located in third countries that do not necessarily ensure the data protection level of the EEA member countries, for the Purposes.

6. Applicable Law and Disputes Resolution

- 6.1 The formation, existence, construction, performance, validity, interpretation and all other aspects of this Agreement shall be governed by the Laws of Denmark without reference to its conflict of laws provisions. The Parties shall try to solve by prior good faith negotiations any difficulties that may arise between them in the performance or construction of the Agreement.
- 6.2 Should they fail to reach an agreement, the Parties agree to submit the dispute to the exclusive jurisdiction of the competent court of Denmark.

APPENDIX HOSPITALITY RULES

SANOFI has established the following international hospitality rules. However, should there be any mandatory local regulations that are more stringent than these hospitality rules you will have to abide by those regulations.

General Principle: Hospitality reimbursement is limited to the duration of the event.

Documentation you should submit: receipts for all amounts.

Approval: SANOFI's written approval must be obtained in advance for all expenditures that are not included in the Agreement nor pre-paid by SANOFI.

Airfare: SANOFI reimburses airfare at actual cost, but not greater than:

- Economy Class for any flights within Europe;
- Economy Class or Economy Flex / Premium Economy for flights outside of Europe

SANOFI does not reimburse First Class, regardless of the cost.

Hotels SANOFI reimburses hotels at actual cost and based on the hotel price of the host country of the event. Regardless of the host country, hotel public price per night, breakfast included, must not exceed **DKK 1860** (including Value Added Tax).

SANOFI does not reimburse Five-star hotels and equivalent luxurious or prestigious hotels, regardless of the cost.

Train: SANOFI reimburses train at actual cost in First Class.

Rental Cars: SANOFI does not reimburse for rental cars when ground transportation to and from the airport and meeting site is provided. In the case where ground transportation is not provided, SANOFI reimburses Rental Cars at actual cost, but not greater than:

- The least expensive locally available category or
- The second least expensive locally available category when more than two persons travelling or covered distance over 250 km.

Meal Reimbursement: Meals price must be moderate and reasonable. SANOFI reimburses meals at actual cost and based on the price of the host country of the event. Regardless of the host country, meal price must not exceed DKK 400 for lunch or DKK 700 for dinner (including Value Added Tax).

Congress Registration Fees: When permitted by the event organizer and by local laws and regulations, you will be registered by SANOFI directly. In such cases, any registration made directly by you will not be reimbursed.

When you cannot be registered by SANOFI directly, the reimbursement of registration fees, even if previously agreed by SANOFI, is subject to local laws and regulations and can only be done upon submission of the corresponding invoices and receipts.

Additional Expenses that WILL NOT be Covered.

First Class Airline, rental cars (when ground transportation is provided), flight change fees that occur while at the meeting, room service, mini-bar charges, entertainment such as shows, in-room video rentals, magazines and newspapers; laundry charges, meals that occur during a time when a group meal function is planned, child care, travel agency fees, and any charges for your guests or accompanying persons. When you check in at the hotel, you will be asked to provide a credit card to cover your incidental expenses.