

SERVICES AGREEMENT

PARTIES

1. **Biogen (Denmark) A/S, 21 68 29 77**, a Danish company located at Stationsparken 37, 2600 Glostrup, Denmark (*Biogen*).
2. **Scleroseforeningen, 10 36 78 16**, a legal entity organised under the laws of Denmark and having its address at Poul Bundgaards Vej 1. st., 2500 Valby (the *Service Provider*).

BACKGROUND

- A. The Service Provider has expertise and offers to provide services related to insights into patient preferences in the context of Multiple Sclerosis.
- B. Biogen appoints the Service Provider, Service Provider accepts appointment in accordance with this Agreement (which includes all its Schedules).

THE PARTIES AGREE:

1 Scope of Agreement

- 1.1 The purpose of the Agreement. The purpose of the Agreement is to define the terms and conditions for the provision of the services described in Schedule A (the “Services”) by the Service Provider.
- 1.2 Timeline for providing Services. The Service Provider will provide to Biogen the Services in accordance with the timeline set out in Schedule A and in accordance with this Agreement.
- 1.3 Disruption or cancellation. Biogen is entitled to amend, reject, delay, anticipate, cancel or stop the performance of any Services under this Agreement. Unless the termination is referred to as termination made under Article 8.2 or 8.3, Biogen’s decision will not be deemed a termination of this Agreement.

2 Obligations of Service Provider

- 2.1 Legal and regulatory requirements. The Service Provider warrants that:
 - (a) it fulfils the legal and regulatory requirements for the performance of the Services,
 - (b) it holds all necessary permits or authorisations required and has filed all necessary declarations, and
 - (c) it will comply with all applicable laws, regulations, codes of conduct, industry standards, use best industry practice in performing its obligations under this Agreement.
- 2.2 Anti-corruption law. The Service Provider will inform itself of and comply with all applicable anti-corruption law, including any law enacted pursuant to the 1997 OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Bribery Act 2010 (and equivalent local laws). The Service Provider will not do anything that would expose Biogen or any of its affiliates to liability under the Bribery Act 2010 and all other applicable laws and the Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §§78dd-1, *et. seq.*).
- 2.3 General duties and obligations. The Service Provider will:
 - (a) use all necessary means and good care to ensure the performance of this Agreement (including, assigning to the performance of the Services the staff required, both in quantitative and qualitative terms), and ensure the coordination of its resources with the

- relevant Biogen's representatives;
 - (b) comply strictly with all of Biogen's standard procedures as communicated to the Service Provider from time to time, including for example the Biogen travel policy, and comply with the instructions communicated from time to time by Biogen at any time and by any means;
 - (c) report on its activities on a regular basis through meetings or periodic reports, at Biogen's option, and answer in a timely manner to Biogen's requests in connection with the progress of the Services to be performed;
 - (d) Not use for the performance of the Services, any equipment, materials, supplies or confidential business or scientific information for which it does not hold the required authorisation;
 - (e) provide Biogen with all appropriate advice and warnings, and highlight immediately for Biogen's attention any difficulty or incident in the performance of the Services which may prevent or delay the Services;
 - (f) ensure appropriate checks (which may be reasonably expected from a professional of the level of the Service Provider) are made, confer with Biogen as appropriate, in particular concerning scientific references used, protection of third party intellectual property rights, confidentiality undertakings, format and presentation of the Services, and comply with instructions given by Biogen at all times;
 - (g) ensure that its staff complies exclusively with the instructions given by it. The Service Provider is solely responsible for the care and supervision of its staff performing the Services.
 - (h) In case the Services involve direct contact with patients, healthcare professionals or activities governed by Good Pharmacovigilance Practice (GVP) mandates and guidelines, the Service Provider shall record and promptly report to Biogen all Safety Events (e.g., Adverse Events, pregnancy, overdose, medication error, etc.) and Product Complaint events concerning all approved Biogen products which come to the attention of Service Provider in the performance of the Services in accordance with the relevant training, SOPs and instructions provided by Biogen and all applicable regulations and laws (the "Reporting Requirements") as specified and defined in Schedule D.
- 2.4 Quality assurance audit. Subject to reasonable prior notice, the Service Provider authorises the representatives of Biogen at any time during office hours and any quality assurance audit on the performance of the Services, including the documents produced, the registration and data storage procedures implemented and the infrastructures used.

3 Payments

- 3.1 Financial Terms. In consideration for the Services performed by the Service Provider and the rights granted to Biogen under this Agreement, Biogen will pay to the Service Provider the amounts at the times set out in Schedule B (the *Financial Terms*) attached to this Agreement. Changes to the Financial Terms will be subject to Biogen's prior written agreement.
- 3.2 Fixed amounts. The amounts specified in Schedule B are fixed amounts and may only be exceeded after prior written agreement of Biogen. The Service Provider will bear all costs and expenses incurred by it in connection with the performance of the Services.
- 3.3 Tariffs. The tariffs specified in Schedule B are inclusive of all costs in connection with the provision of the Services including benefits, indemnities and compensation for any ancillary services. The Service Provider will pay all taxes and (social insurance) contributions in connection with the provision of the Services and will not be entitled to claim any additional payment from Biogen. The Service Provider will be responsible for liaising with all the relevant authorities and to provide them with all the necessary information they may need in connection with payments, declarations, and subscriptions linked to the provision of the Services.
- 3.4 Minimising costs. The Service Provider will use its best efforts to avoid and/or reduce costs incurred by Biogen and correspondingly will exercise influence on his suppliers. Biogen reserves the right to inspect the invoices issued from suppliers to the Service Provider in connection with the Services.

- 3.5 Payment. Payments will be made by Biogen within 60 days of receipt from the Service Provider of an invoice, containing a detailed written description of the Services provided.
- 3.6 Audit. Subject to prior reasonable notice, Biogen and its auditors may at any time during business hours inspect and copy the invoices and books of the Service Provider and discuss their findings with the persons in charge at the Service Provider, to verify that the payments made by Biogen under this Agreement are justified and correct. These audits are restricted to those invoices and books of the Service Provider which relate to the Services. The costs of the audit will be born by Biogen if the audit does not find a deviation resulting in overpayment by Biogen of more than DKK 20,000. If there is a deviation of over DKK 20,000, the costs for the audit will be borne by the Service Provider.

4 Intellectual Property Rights

- 4.1 Intellectual Property Rights – definition. *Intellectual Property Rights* means all patents, trademarks, copyrights, neighbouring rights, chip rights, typography rights, database rights (including rights of extraction), registered and unregistered designs and model rights, utility models, all rights to (file for protection of) inventions, knowhow and trade secrets, and all rights or forms of protection of a similar nature or having equivalent or similar effect, which may subsist anywhere in the world, whether or not any of them are registered, and including applications for registration, reissues, divisions, continuations, amendments or extensions of any of them.
- 4.2 Ownership. Ownership of all Intellectual Property Rights as may come into existence under local or foreign law, in connection with all materials, methods, data, drawings, information, reports, knowhow, inventions, trade secrets, improvements, techniques and other results generated or created by the Service Provider, its employees or representatives in the execution of this Agreement, whether independently or jointly with one or more employees of Biogen or others (*the Results*), and ownership of all documents in which the Results are embodied, whether computerised or not (*the Documents*) and of all Intellectual Property rights in the Documents, will vest exclusively in Biogen from the moment of creation. By this article, to the extent legally possible, the Service Provider transfers ownership of the Results, the Documents and of the Intellectual Property Rights to Biogen in advance and without financial payment or Compensation from Biogen. The Service Provider will do everything reasonably requested and give all reasonable assistance to transfer the rights. The Service Provider will notify Biogen promptly of any Results which it will generate or create. As soon as any Documents come into existence, the Service Provider will provide Biogen with the original. The Service Provider may keep copies of the Documents during the Term, for the sole purpose of facilitating performance of this Agreement.
- 4.3 Later transfer of right. In as far as this Article 4 does not have the effect that Biogen will own all rights, including all Intellectual Property Rights, in the Results and the Documents, the Service Provider will unconditionally transfer all the rights which it may own in any of the Results or Documents as soon as transfer is legally possible, without any financial payment or compensation from Biogen for the transfer, and the Service Provider will do everything reasonably requested and give all reasonable assistance to transfer the rights.
- 4.4 Legal protection of Results and Documents. Biogen will have the exclusive right to apply for any form of legal protection of the Results and Documents (or parts of them) as it considers suitable. At Biogen's request, the Service Provider will assist Biogen during and after the end of this Agreement, in preparing and prosecuting patent applications and patent extensions or in obtaining or maintaining other forms of legal protection of the Results and Documents.
- 4.5 Waiver. The Service Provider waives:
- (a) any right (including moral right) it may have under Danish or foreign law to mention its name or have it mentioned in connection with the Results and Documents; and
 - (b) any claims it may have to any financial payment or compensation in addition to the Financial Terms.

- 4.6 Rights of Service Provider personnel. The Service Provider warrants that all persons employed or engaged by it to perform the Services, have unconditionally assigned in advance to the Service Provider all rights which they may have or may obtain in any Results or Documents, and that the Service Provider is entitled to assign these rights to Biogen. To the extent any employee or representative of the Service Provider will be entitled to any right in the Results or Documents during the Term, Service Provider will ensure that the person or entity immediately and unconditionally transfers these rights to Biogen, without any payment or compensation due from Biogen. The Service Provider indemnifies Biogen and its affiliates from claims, liability, damages and consequences whatsoever related to breach of the warranties in this Article 4, from action taken by its representatives or employees who claim entitlement to rights relating to the Results or Documents.
- 4.7 No licenses. Nothing in this Agreement will be deemed to grant to the Service Provider any right or license in the Results or Intellectual Property Rights of Biogen or its affiliates at any time. Use by the Service Provider, its employees or representatives of any Intellectual Property Right owned by, licensed to or otherwise used by Biogen or its affiliates is subject to Biogen's prior written consent, which consent will not be withheld to the extent the use is necessary in the opinion of Biogen for the Service Provider to perform this Agreement.
- 4.8 Service Provider's Intellectual Property Rights. Intellectual Property Rights, of which the Service Provider can prove that were in existence and owned by the Service Provider before the date of this Agreement or were developed by the Service Provider independently from the execution of this Agreement (***Service Provider IPR***), will remain the exclusive property of the Service Provider. The Service Provider grants Biogen a non-exclusive, perpetual, irrevocable, worldwide and transferable licence, with the right to sublicense, to use and exercise all Service Provider IPR in the Results for any purpose relating to Biogen's business or operations (including the sale, import, export, lease, making of alterations or enhancements to or incorporation of Service Provider IPR in other deliverables). No licence fee is payable by Biogen for this licence during or after the Term. The Service Provider will give Biogen with all documents embodying the Service Provider Intellectual Property Right at the first request of Biogen necessary for Biogen to use the Results.

5 Confidentiality

- 5.1 Confidential Information – definition. In providing the Services, the Service Provider may have access to and may receive or create ideas, knowhow, trade secrets, information, data, processes, substances, samples and the like of Biogen (the ***Confidential Information***). The Confidential Information is the exclusive property of Biogen.
- 5.2 Confidentiality. The Service Provider:
- (a) will keep confidential the Confidential Information;
 - (b) will limit access to the Confidential Information to those persons who require it for the performance of the Services
 - (c) will not reveal or disclose the Confidential Information (or any part) to any person, firm, corporation, or other entity nor use (except as permitted below) without first obtaining the written consent of Biogen
- 5.3 Duration of the non-use and confidentiality. The non-use and confidentiality will apply during the Term and, notwithstanding anything in this Agreement to the contrary, will continue in effect indefinitely following expiry or termination of this Agreement.
- 5.4 Service Provider personnel. The Service Provider will be fully liable to Biogen and be responsible to take all practicable steps (including signing agreements based on the model in Schedule C) to ensure that its employees and representatives, and any person, firm, corporation, or other entity to which it discloses Confidential Information after receiving Biogen's written

approval, complies with the confidentiality and non-use obligations in this Agreement as if a party to this Agreement. The Service Provider will give copies of the signed agreements to Biogen on the signing of this Agreement.

5.5 Return of the Confidential Information. At Biogen's first request, the Service Provider will stop immediately all use of any part of the Confidential Information specified by Biogen, and will:

- (a) supply or return to Biogen all samples and all documents, computer discs and other data carriers, including copies thereof, which contain any Confidential Information, irrespective of whether the contents of those data carriers have been produced by the Service Provider and irrespective of whether such data carriers are in the Service Provider's possession or in the possession of any third party in accordance with this Agreement; and
- (b) to the extent that Confidential Information has been stored in the Service Provider's computer system or has been recorded in another form which cannot reasonably be supplied to Biogen, provide Biogen with a letter confirming the Confidential Information thus recorded, subsequently destroy that Confidential Information and confirm in writing that the Confidential Information has been destroyed.

5.6 Exceptions. The obligations of confidentiality under this Article 5 will not apply to any Confidential Information which the Service Provider can show by documented evidence:

- (a) was entirely in its possession before receipt directly or indirectly from Biogen. The Service Provider may rely on this exception only if
 - (i) it has informed Biogen within 3 working days after receipt of a part of the Confidential Information that in its view this ground is applicable to that Confidential Information, and
 - (ii) it will have substantiated to Biogen this position by documentary evidence within 7 working days after the date of the above notification.Until the documentary evidence has been delivered, the Service Provider will observe its obligations of confidentiality under this Agreement; or
- (b) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the Service Provider; or
- (c) was lawfully acquired by the Service Provider from a third party entitled freely to disclose the information to the Service Provider; or
- (d) was independently developed by the Service Provider without the benefit of any disclosure from Biogen; or
- (e) is required by law, regulation, rule, act, or by a binding order of any governmental authority or agency which cannot be further appealed, to be disclosed by the Service Provider; provided that the Service Provider
 - (i) gives Biogen sufficient advance written notice and has offered Biogen a real possibility to discuss the need of the disclosure and
 - (ii) limits the scope of such disclosure to what is strictly necessary.

5.7 Injunction. If there is a breach or a threatened breach of this Article 5, Biogen will be entitled to an injunction restraining the Service Provider and its employees, representatives or others the Service Provider is responsible for under this Agreement from committing any breach of this Agreement or who have committed a breach of this Agreement from continuing the breach, without having to prove Biogen has suffered any actual damage. The Service Provider acknowledges that monetary damages are inadequate to compensate Biogen for any breach of the confidentiality obligations of this Agreement. Biogen will, in addition to the injunctive relief, be entitled to all other remedies provided for by law including an award of damages.

6 Publication.

The Service Provider will obtain Biogen's prior written consent before submitting for publication, publishing, or publicly presenting any material relating to the Services or containing any Confidential Information, Results, Documentation or Intellectual Property Rights.

7 Other Clients

The Service Provider represents to Biogen that its signing and performance of this Agreement do not and will not conflict with any other services performed by it or any other agreement to which the Service Provider is a party. The Service Provider warrants that for the Term (and any extension) it will not undertake any commitment that would hinder or prevent the completion of its obligations under this Agreement.

8 Duration and Termination

8.1 Term. Subject to early termination by either party, this Agreement will come into effect on 29. September 2021 and will automatically terminate on 29. September 2021. (*Term*).

8.2 Termination for breach. Without prejudice to any damages it may claim, each party may terminate this Agreement when the other party is in breach of any of its obligations, and has failed to cure that breach within 30 days after written notice sent by registered letter with acknowledgement of receipt.

8.3 Termination by Biogen. This Agreement or all or part of the Services may be terminated by Biogen at any time on 30 days prior written notice to the Service Provider.

8.4 Minimising termination costs. Upon termination of this Agreement (or of all or part of the Services), the Service Provider will use its best endeavours to reduce to the utmost all costs in connection with the termination of the Agreement (or all or part of the Services), and in particular will try to negotiate with all persons working on the Services the best possible conditions of disengagement

8.5 Payment for Services and cancellation costs. Where this Agreement is terminated before the end of the Term, Biogen will pay the Service Provider for the Service(s) performed by the Service Provider, or commissioned from a third party, before the date of notice of termination to the extent that:

- (a) the Service(s) appear in Schedule A,
- (b) the Service(s) have been performed in accordance with this Agreement,
- (c) the Service(s) ordered from a third party by the Service Provider are firm and irrevocable and the costs corresponding to these orders cannot be completely or partially avoided or reduced (in which case, only that part of the cost which cannot be avoided or reduced will be owing), and the Service Provider provides to Biogen supporting documents showing the effective performance of the Service(s) and, if applicable, the impossibility of avoiding or reducing such costs; and
- (d) Biogen has not objected to the performance or ordering of the Service(s) by the Service Provider, has not informed the Service Provider that the Service(s) are not to be performed or that their performance are to be interrupted.

All Biogen payments to the date of termination will be taken into account in determining if further amounts are owed for the terminated Services, and overpayment by Biogen will be refunded by the Service Provider upon Biogen's first request.

8.6 Intellectual Property etc., Confidentiality and Publication. The termination of this Agreement will not relieve either party of its obligation to the other in respect of obligations under the Intellectual Property and other property, Confidentiality and Publication articles.

9 **Data Protection**

9.1 Definitions

“**Biogen Data**” means any Personal Data in respect of which Biogen or any Biogen affiliate is a Data Controller.

“**Data Controller**” means a person who, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“**Data Processor**” means a person who processes Personal Data on behalf of a Data Controller.

“**Data Protection Law**” means the legislation protecting the fundamental rights and freedoms of persons and, in particular, their right to privacy, with regard to the processing of Personal Data.

“**Data Subject**” means an identified or identifiable natural person (or legal person where applicable under Data Protection Law). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**EU Equivalent Protection Area**” means the area that comprises:

- countries within the European Economic Area; and
- countries which the European Commission may, from time to time, officially recognise as ensuring an adequate level of protection, for so long as this is the case (which currently includes Canada and Switzerland).

“**Personal Data**” means any information relating to a Data Subject.

“**Process**” and variants of it, such as “processing” (whether capitalised or not) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

9.2 Subject to the provisions of this Article 9 Biogen appoints the Service Provider as its Data Processor to perform the data processing of the types of personal data in relation to the categories of Data Subjects set out in Schedule A. If the Service Provider is located outside the EU Equivalent Protection Area, the Parties shall enter into and include European Commission Standard Contractual Clauses for Processors with Biogen named as the “data exporter” and the Service Provider named as the “data importer”.

9.3 To the extent the Service Provider processes Biogen Data, the Service Provider shall:

9.3.1 comply with all applicable Data Protection Laws in the processing of Biogen Data; and

9.3.2 process Biogen Data only:

- (a) so far as necessary to provide the Services; and
- (b) in accordance with Biogen's instructions from time to time.

The Service Provider shall promptly comply with any request from Biogen requiring the Service Provider to amend, transfer or delete Biogen Data.

The Service Provider shall reasonably cooperate with Biogen and provide reasonable assistance in respect of any data subject rights requests or other requests or objections received in connection with Biogen Data, including providing Biogen with Biogen Data in a structured, commonly used and machine readable form, free of charge, should this be necessary to fulfil a request from a Data Subject.

- 9.4 The Service Provider shall implement and maintain technical and organisational measures (including organisational processes and procedures, and including any specific security obligations set out or referred to in this Agreement) to protect the Biogen Data from unauthorised use or access, accidental loss, damage, destruction, theft or disclosure, and ensure that such measures are commensurate with the harm that may result from unlawful processing, unauthorised use or access, accidental loss, damage, destruction, theft or disclosure of the Biogen Data and the nature of the Biogen Data itself. Such measures shall include:
- 9.4.1 ensuring the pseudonymisation and encryption of Biogen Data where appropriate;
 - 9.4.2 measures to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 9.4.3 the ability to restore the availability and access to Biogen Data in a timely manner in the event of a physical or technical incident; and
 - 9.4.4 a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.
- 9.5 In the event that the Service Provider becomes aware of any unauthorised use or access, accidental loss, damage, destruction, theft or disclosure of Biogen Data it shall inform Biogen promptly and in any event within twenty-four (24) hours of discovery.
- 9.6 The Service Provider shall restrict the disclosure of Biogen Data to those employees required to assist it in providing the Services and shall ensure that such employees:
- 9.6.1 have undergone training in processing Personal Data and the law and practice of data protection and privacy; and
 - 9.6.2 are bound by contractual obligations which provide equivalent protections in relation to Biogen Data to those set out in this Article 9.
- 9.7 The Service Provider shall cooperate fully with Biogen in implementing such further measures as Biogen may reasonably require to protect Biogen Data in accordance with Data Protection Law, including entering into (or procuring that a subcontractor enters into) a further data processing agreement with Biogen or a Biogen affiliate.
- 9.8 Biogen authorises the Service Provider to appoint subcontractors as further Data Processors on behalf of the Service Provider (sub-processors), provided that such further Data Processors:
- 9.8.1 are engaged on terms which provide equivalent protections in relation to Biogen Data to those set out in this Article 9.
 - 9.8.2 where located outside the EU Equivalent Protection Area, are bound by the Service Provider by entering into European Commission Standard Contractual Clauses for Processors with the Service Provider named as the “data exporter” and the further Data Processor named as the “data importer”; and
 - 9.8.3 are notified to Biogen before engaging them and the Service provider shall notify Biogen of any intended changes concerning the addition or replacement of further Data processors, giving Biogen the opportunity to object to such changes.

The foregoing also applies to any affiliates of the Service Provider. The Service Provider shall remain liable for the acts and omissions of such subcontractors. Other than as set out in this Article 9.8, the Service Provider may not appoint subcontractors as sub-processors in relation to Biogen Data without Biogen's written approval.

9.10 The Service Provider shall make available to Biogen all information necessary to demonstrate compliance with this Article 9. Biogen is entitled, on giving reasonable notice to the Service Provider, to inspect (or appoint representatives to inspect) all facilities, equipment, documents and electronic data relating to the processing of Biogen Data by the Service Provider to ensure the Service Provider's compliance with this Article 9.

9.11 On expiry or termination of this Agreement for whatever reason the Service Provider shall forthwith cease to use or process any Biogen Data and shall, at Biogen's option:

9.11.1 return, in a format and on storage media that Biogen may reasonably specify, all Biogen Data that the Service Provider (or its subcontractors) is electronically storing (or is under its (or its subcontractors') possession or control) and upon Biogen's confirmation of receipt of the Biogen Data delete or destroy the Biogen Data, in such manner as Biogen may reasonably request, including destroying relevant copies and back-ups; or

9.11.2 directly delete or destroy the Biogen Data, in such manner as Biogen may reasonably request, including destroying relevant copies and back-ups.

9.12 The Service Provider shall indemnify Biogen for any fine, action, proceeding, liability, cost, claim, loss or expense (including reasonable legal fees and disbursements) incurred by Biogen or a Biogen affiliate arising out of any breach of this Article 9 by the Service Provider or any subcontractor.

10 Insurance

The Service Provider, at its own expense, will maintain in effect during the Term reasonable and customary insurance coverage, including public liability, civil liability and employer's liability insurance. Upon request, the Service Provider will deliver the relevant certificates of insurance to Biogen, as evidence that policies providing such coverage are in full force and effect.

11 Assignment and Subcontracting

This Agreement engages the personal services of the Service Provider only. The Service Provider will not assign, transfer or subcontract any or all of its rights and obligations to any third party, even if only for a short period of time, without Biogen's prior written consent. Should Biogen agree to a subcontract, the Service Provider will remain fully accountable and liable to Biogen for the performance of the Services entrusted to the third party.

12 Liability

The Service Provider will take all necessary steps to ensure compliance with the undertakings contained in this Agreement including by its employees, subcontractors and agents and all persons working under its supervision, and will be liable for any loss or damage suffered by Biogen as a result of the non-compliance with any of these undertakings.

13 Governing Law

This Agreement will be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods (the "Vienna Sales Convention").

14 Independent Contractor

The Service Provider is an independent contractor with respect to Biogen. This Agreement does not authorise either party to act as legal representative or agent of the other. The parties do not have the right or authority to assume, create or incur any liability or any obligation of any kind, expressed or implied, in the name of the other party.

15 Severance

If any one or more provisions of this Agreement will be found to be illegal or unenforceable in any way, the validity, legality and enforceability of the remaining provisions will not be affected or impaired and will remain in full force and effect, provided the surviving Agreement reflects the parties' original intent.

16 Notices

Any notice required or permitted to be given by either party under this Agreement will be in writing and will be deemed given on the date received if delivered personally or by fax or 5 days after the date postmarked if sent by registered mail, return receipt requested, to the respective party's address.

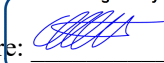
17 Entire Agreement

This Agreement including the Schedules sets out the entire Agreement between the parties with respect to the subject matter, and may not be changed except by a written Agreement signed by the parties.

SIGNATURES

The parties sign this Agreement by the duly authorized representatives on the dates stated below:

Biogen (Denmark) A/S

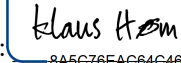
DocuSigned by:
Signature: 
386043B9B4734DB...

Allan Fischer

Title: Head of Finance, Western Europe

Date: 30-Aug-2021

Scleroseforeningen

DocuSigned by:
Signature: 
8A5C76EAG64C46D...

Klaus Høm

Title: CEO

Date: 02-sep-2021

Schedule A
Services

Services to be performed:

The Service Provider will prepare and give a presentation on MS patient preferences and participate in the following panel debate at the Region Midt Nord meeting to be held in Aarhus on 29. September 2021. The speaker will be Josephine Lyngh Stenberg.

Schedule B
Financial Terms

Financial Terms payable by Biogen:

The Service Provider will not receive any payment for the above services.