

±

**Merck A/S PATIENT ORGANIZATION SUPPORT AND FUNDING
REQUEST FORM AND AGREEMENT (NO MATERIAL COMMERCIAL BENEFIT)**

Merck A/S

PATIENT ORGANIZATION FUNDING REQUEST FORM¹

Date Submitted: 2019-11-06

Requestor Representative's Name: Hans Tiedemann

Requesting Patient Organization ("Requestor"): Scleroseforeningen

Amount of Support Requested: 60.000 DKK

Detailed Description of Support Requested (including financial and/or non-financial support): Support for Project "Cykelnerven 2020: money is raised via bike race, biking for a world without sclerosis - all the collected money is being used for research in sclerosis

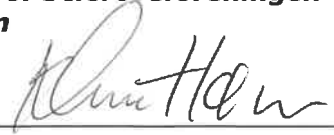
Supporting Documents Provided: Application letter and sponsoring concept

<p>Send Funding Request Form with supporting documents and this page to:</p> <p>Merck A/S Vandtarnsvej 62 A, 5.A., 2860 Soborg</p>	<p>Your signature below confirms that: if awarded, this Funding is not being promised or given as a reward or in exchange for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products, or to induce recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products in the future. Note that at this time no commitment has been made to provide this Funding.</p>
--	---

I certify that I am fully authorized to submit this Funding Request and provide the information in this request form on behalf of Requestor, and I affirm that all responses and information provided in this request form are truthful, accurate, and complete.

On behalf of Scleroseforeningen

Klaus Høm

Signature: 

Printed Name: Klaus Høm

Title: CEO

Date: 9.12.19

¹ Form to be filled out by Merck A/S with the information provided by Requestor's representative and signed by Requestor's representative. Hyperlink to Merck A/S Policy on Interactions with Patients and Patient Organizations.

Merck A/S
PATIENT ORGANIZATION SUPPORT AND FUNDING AGREEMENT

EFFECTIVE DATE: 2020-JUN-01

This Agreement for Patient Organization Support and Funding ("Agreement") is effective as of the date set forth above ("Effective Date") between Merck A/S, Vandtarnsvej 62 A, 5.A., 2860 Soborg ("Company"), and

Name of Patient Organization ("Requestor"):	Scleroseforeningen
Street Address:	Poul Bundgaardsvej 1. st
City, State, Postal Code:	2500 Valby
Country	Denmark
Email:	N/A
Company's Unique Identifier for Requestor:	0110448036
Company Contact Person:	Kirsten Matthiesen

Together referred to as the "Parties", and individually referred to as a "Party".

1. Background

Merck A/S believes that support to Patient Organizations is a worthy undertaking. Merck A/S is committed to carrying out such support in an appropriate manner and in compliance with all Applicable Laws and Codes. Requestor has submitted an application to receive Patient Organization Funding ("Funding") from Merck A/S (attached hereto in Exhibit B) (the "Patient Organization Funding Request Form"). Merck A/S has approved Requestor's application for the Funding under the terms and conditions set forth in this Agreement. The activities supported by the Funding, as well as the manner in which Merck A/S will provide the Funding are set forth on Exhibit A.

2. Definitions

2.1 Applicable Laws. The laws, rules, regulations and ordinances governing the activity contemplated by this Agreement.

2.2 Healthcare Professional. Any trained professional who is licensed to, or any other person who in the course of his/her professional activities may, prescribe, recommend, purchase, dispense, supply, or administer Pharmaceutical Products or provide healthcare services and his/her office staff, and any payer for Pharmaceutical Products, including any national and local reimbursement authority.

2.3 Patient Organization. A not-for-profit institution that primarily represents the interests and needs of patients, their families, and/or their caregivers.

2.4 Pharmaceutical Product. Any Merck A/S drug/medicinal product, biological product, or medical device (irrespective of patent status and/or whether it is branded or not), whether used alone or in combination, that is intended to be used on the prescription of, or under the supervision of, a Healthcare Professional, and which is intended for use in the diagnosis, treatment, or prevention of disease in humans, or to affect the structure or any function of the human body.

3. Representations, Warranties, and Obligations

Requestor hereby represents, warrants, and covenants as follows:

- (i) It has the full power and right to enter into this Agreement;
- (ii) It has complied with all Applicable Laws in its application for Funding from Merck A/S and will comply with all Applicable Laws with respect to any Funding under this Agreement;
- (iii) It is not any of the following: (a) an individual, including an individual Healthcare Professional, or (b) a religious organization seeking the Funding for sectarian religious purposes (secular programs of faith-based organizations that meet criteria will be considered), or (c) an academic institution's alumni association;
- (iv) It does not discriminate by age, race, sex, religion, sexual orientation, or disability;
- (v) The Funding constitutes fair market value for the activities supported by the Funding;
- (vi) It shall: (1) use the Funding only for the purposes described, (2) never use the Funding for the personal use or benefit of its employees and/or their family members, and (3) return the Funding to Merck A/S if it is not used

for the intended purposes or unused;

- (vii) It shall maintain records during the term of this Agreement and for one (1) year following expiration or termination of this Agreement relating to Funding and related expenditures and uses. Merck or any of Merck's affiliated companies shall have the right, upon reasonable notice, to examine such records;
- (viii) It shall promptly deliver to Merck A/S any additional information reasonably requested to support Organizer's application for Medical Education Funding;
- (ix) It shall furnish Merck A/S with a reconciliation report concerning the expenditure of the Funding, with appropriate backup documentation;
- (x) The Funding is not being received as a reward or in exchange for recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products, or to induce recommending, prescribing, dispensing, purchasing, supplying, selling, administering, referring, arranging for, or ordering Pharmaceutical Products in the future;
- (xi) It shall prominently acknowledge Merck A/S in any publication, material or activity resulting from the Funding;
- (xii) Merck A/S does not require that it be the sole funder of Requestor or of any of Requestor's major programs; and
- (xiii) Requestor shall make no payment nor transfer anything of value, directly or indirectly, to any official or other person to influence any decision to obtain or retain business or gain an advantage in the conduct of business, or to induce such official or other person to perform a function in violation of any Applicable Laws.
- (xiv) Requestor shall at its website publish information on all financial benefits received under this Agreement. The information shall be published at the latest one (1) month after the financial benefit was received. The information shall be available for at least two (2) years.

4. Use of Logos; Publications

4.1 Logo. Merck A/S will use Requestor's logo and/or other proprietary material only with written permission from Requestor. In seeking such permission, Merck A/S shall clearly state the specific purpose and the way the logo and/or other proprietary material will be used.

4.2 Publications. Merck A/S does not seek to influence the text of Requestor's publications or other materials in a manner favorable to its commercial interests. However, Merck A/S may request correction of factual inaccuracies in any such material. In addition, at the request of Requestor, Merck A/S may contribute to the drafting of the text from a fair and balanced scientific perspective.

5. No Agency

Nothing in this Agreement shall be deemed to create a relationship of partnership or employment, or agency or joint venture, between the Parties.

6. Data Protection

6.1 Personnel data. In connection with this Agreement, Requestor may be called upon to provide personal data of its employees and representatives (together "Personnel"). This data falls within the scope of the law and regulations relating to the protection of "personal data" as defined in data protection laws applicable to Merck ("Applicable Data Protection Law").

6.2 Categories of Personal Data and Purposes. This personal data may include names, contact information, work experience, professional qualifications, publications, interactions between Merck and Requestor ("Personal Data"). This Personal Data may also include data related to Personnel's physical or mental health ("Health Data"). Merck processes such Personal Data for the performance of this Agreement.

6.3 Data Sharing. Data Sharing. Merck may share Personal Data:

- (i) with its service providers that process Personal Data on its behalf and according to its instructions;
- (ii) with affiliated companies for the purpose set forth in Section 6.2.

Recipients of Personal Data according to this Section 6.3 may also be established in countries outside the EU or the European Economic Area ("EEA"). Where Personal Data is transferred outside the EU or the EEA, such transfer is subject to an adequate protection, especially by the use of EU Standard Contractual Clauses.

6.4 Information requirements; Consent. Requestor shall inform the affected Personnel about processing of their Personal Data by Merck, its affiliated companies and service providers so that Merck and its affiliated companies comply with their information requirements under Applicable Data Protection Laws towards Personnel. For the processing of Personnel Health Data, Requestor shall obtain documented consent from Personnel. Requestor shall make available a copy of provided consents to Merck upon request of Merck.

6.5 Compliance with Applicable Data Protection Law. Requestor shall at all times comply with Applicable Data Protection Law when processing Personal Data in connection with this Agreement.

6.6 Retention Period. The Personal Data related to this Agreement will be stored for as long as it is required for the purposes set forth in Section 6.2. Besides that, Personal Data will be stored to comply with the relevant statutory retention periods such as applicable national, commercial or tax laws.

7. Disclosure of payments

Requestor consents that Merck and/or its affiliated companies may publicly disclose payments and transfers of value to Requestor and their affiliated companies. Disclosure may consist of aggregate payments, dates, and purposes (without disclosing names of Requestor) or specific payments, dates, purposes and names of Requestor and affiliated companies. Where required by mandatory laws, Requestor will provide consent in a separate form provided by Merck.

8. Assignment

The rights and obligations of Requestor under this Agreement are personal to Requestor and may not be assigned or subcontracted to others without Merck A/S's written consent. Merck A/S may assign this Agreement in whole or in part without Requestor's consent.

9. Notices

Notices hereunder must be in writing and given to the other Party by in-hand delivery; by electronic mail or facsimile; by first-class mail, postage prepaid; or by air courier to the mailing address set forth above or to such other address as either Party may designate. Notices shall be effective when received.

10. Severability

If any provision of this Agreement is held to be invalid, void, or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

11. Term and Termination

11.1 Term. This Agreement commences on the Effective Date.

11.2 Survival. Expiry or termination of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the termination date. In addition to the specific provisions that survive pursuant to their own terms, the obligations of the Parties under the Sections entitled Data Protection, Notices, Severability, and Miscellaneous shall survive the expiry or termination of this Agreement.

12. Miscellaneous

12.1 Entire Agreement. This Agreement, including the Patient Organization Funding Request Form filed by Requestor, which is hereby incorporated by reference, is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements between the Parties relating to the subject matter hereof.

12.2 Modifications. No agreement modifying or waiving any provision of this Agreement shall be binding unless made in a writing that references this Agreement and is signed by both Parties.

12.3 Jurisdiction. This Agreement and all claims related to it shall be governed by the laws of the headquarters of Merck A/S, without regard to its choice or conflict of law provisions.




Company	Requestor
Date: Dec 6, 2019 Signature: 	Date: 9-12-19 Signature: 
Printed Name: Enrique Álvarez	On behalf of Scleroseforeningen Klaus Høm
Title: Managing Director	
Date: Dec 6, 2019 Signature:  Kirsten Matthiesen (Dec 6, 2019)	
Printed Name: Kirsten Matthiesen	
Title: Medical Advisor	

EXHIBIT A

1. Support

1.1 Merck A/S agrees to provide financial support to Requestor. Financial support is for Cykelnerven 2020. Money is raised via bike race, biking for a world without sclerosis - all the collected money is being used for research in sclerosis. Aside from this Support, Merck A/S will not provide any additional funds or support to Requestor under this Agreement.

1.2 For the avoidance of doubt, the purpose of this activity is to raise money for research in sclerosis.

1.3 The role of Merck A/S in this activity is solely financial support.

1.4 The role of Requestor in this activity is to facilitate 'Cykelnerven 2020'.

1.5 The collaboration is deemed to commence on the Effective Date of this Agreement. It is estimated that the collaboration will be completed mid June 2020.

2. Delivery of Support

2.1 The Support shall be delivered in the following way:

2.1.1 Merck A/S shall pay Requestor as total financial support² in relation to this Agreement: DKK 60.000. Such sum will be payable within thirty (30) days of the Effective Date of this Agreement.

Requestor agrees that it will be solely responsible for the payment of all taxes and any other charges or deductions related to the Support.

Please issue invoice regarding the donation to:

Merck A/S
Vandtårnsvej 62A, 5. Sal A
2860 Søborg
Att.: Nanna Reffstrup

² This sub-paragraph to be used if the Support includes a financial element.

EXHIBIT B
PATIENT ORGANIZATION SUPPORT AND FUNDING REQUEST FORM









Cykelnerven Donation - funding research in MS - Scleroseforeningen

Final Audit Report

2019-12-06

Created:	2019-12-06
By:	Nanna Reffstrup (nanna.reffstrup@merckgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZahm9BXGjM6zi8aUwYQA6AuFjhrJ7Wnu

"Cykelnerven Donation - funding research in MS - Scleroseforeningen" History

-  Document created by Nanna Reffstrup (nanna.reffstrup@merckgroup.com)
2019-12-06 - 10:10:30 AM GMT - IP address: 155.250.198.15
-  Document emailed to Kirsten Matthiesen (kirsten.matthiesen@merckgroup.com) for signature
2019-12-06 - 10:12:03 AM GMT
-  Email viewed by Kirsten Matthiesen (kirsten.matthiesen@merckgroup.com)
2019-12-06 - 10:25:52 AM GMT - IP address: 155.250.198.58
-  Document e-signed by Kirsten Matthiesen (kirsten.matthiesen@merckgroup.com)
Signature Date: 2019-12-06 - 10:50:50 AM GMT - Time Source: server- IP address: 155.250.198.58
-  Document emailed to Enrique Alvarez Fernandez (enrique.alvarez@merckgroup.com) for signature
2019-12-06 - 10:50:52 AM GMT
-  Email viewed by Enrique Alvarez Fernandez (enrique.alvarez@merckgroup.com)
2019-12-06 - 10:51:21 AM GMT - IP address: 83.89.204.122
-  Document e-signed by Enrique Alvarez Fernandez (enrique.alvarez@merckgroup.com)
Signature Date: 2019-12-06 - 10:51:27 AM GMT - Time Source: server- IP address: 83.89.204.122
-  Signed document emailed to Enrique Alvarez Fernandez (enrique.alvarez@merckgroup.com), Nanna Reffstrup (nanna.reffstrup@merckgroup.com) and Kirsten Matthiesen (kirsten.matthiesen@merckgroup.com)
2019-12-06 - 10:51:27 AM GMT