

CONSULTANCY AGREEMENT

This Consultancy Agreement (the "Agreement") shall become effective on the date of last signatory of this agreement (the "Effective Date")

By Novo Nordisk Region North West Europe
Ørestads Boulevard 108
2300 Copenhagen S
CVR No. 38180045

(hereinafter referred to as "NOVO NORDISK")

And

Between Klaus Høm

(hereinafter referred to as "CONSULTANT")

NOVO NORDISK and CONSULTANT are hereinafter also referred to individually as "Party" and collectively as "Parties".

1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 **"Confidential Information"** includes, but is not limited to:
- a) Any and all information owned, licensed, or controlled by NOVO NORDISK and disclosed to CONSULTANT in whatever form, including without limitation, written, visual or oral form, on electronic media or in the form of samples on the subject of, or containing information whether concerning the Field or not;
 - b) Information in any form developed by CONSULTANT through his/her Services (as defined below) under this Agreement.
- 1.2 **"Field"** means obesity patient advocacy
- 1.3 **"Services"** means the work to be performed by CONSULTANT under this Agreement as outlined in APPENDIX A attached hereto.

2. THE CONSULTANCY SERVICE

- 2.1 NOVO NORDISK desires to obtain the Services within the Field. CONSULTANT is qualified to and capable of providing the Services within the Field because of the CONSULTANT's capabilities, experience and skills.
- 2.2 The Services to be performed by CONSULTANT and the relevant time schedule for completions of such Services are outlined in APPENDIX A attached hereto
- 2.3 CONSULTANT shall perform the Services faithfully, diligently using reasonable prudence and to the best of CONSULTANT's skills and ability. CONSULTANT

shall at all times exercise professional standard of care in performing the agreed Services.

2.4 CONSULTANT shall perform the Services in compliance with:

- a) the terms and conditions of this Agreement and in any Appendix to this Agreement
- b) all applicable laws, rules, and regulations governing the performance of the Services, including without limitation, any applicable regulations or guidance issued by the European Medicines Agency, U.S. Food and Drug Administration, or other governmental or regulatory agency or notified body in any country with jurisdiction over the conduct of the Services, and all relevant national or European and international harmonised standards, guidance and professional standards, as well as any other specific laws, regulations and guidance which may be further detailed in APPENDIX A to this Agreement; and
- c) the terms and conditions of any approvals and consents from any governmental or regulatory agency, notified body or ethics committee that may be required for the performance of the Services, both in relation to the CONSULTANT's ability to carry out the Services, and any approvals and consents required for the Services themselves.

2.5 CONSULTANT hereby represents and warrants that CONSULTANT:

- a) possesses the skills and professional ability required to perform the Services,
- b) has obtained and will maintain all necessary approvals, authorizations, licenses, registrations or other permissions necessary to perform the Services under this Agreement; and
- c) shall not use confidential or proprietary information of any third party in connection with the performance of the obligations under this Agreement.
- d) confirms that he is not aware of any conflict of interest which would prevent him from accepting the contributions provided in this agreement.

2.6 The parties confirm that no influence whatsoever is exerted and no expectations whatsoever exist with regard to the use or recommendation of certain products. No advertising on prescription drugs will be made during the event. Recommendations for individual prescription drugs or groups of drugs are excluded.

3. CONFIDENTIALITY

3.1 CONSULTANT shall not make any public statement or release concerning NOVO NORDISK without NOVO NORDISK's prior written approval. CONSULTANT undertakes to treat all Confidential Information concerning the Field and NOVO NORDISK as strictly confidential during the term of this Agreement and for a period of 5 years after the termination/expiration of this Agreement, and therefore not to disclose it to any third party or make any commercial use of it without the prior written and express consent of NOVO NORDISK.

3.2 The secrecy obligation pursuant to Clause 3.1 shall not apply to:

- a) Information which, prior to the Effective Date, was already in the public domain;

- b) Information which, after disclosure, becomes part of the public domain by publication through no violation to this Agreement;
- c) Information which CONSULTANT is able to prove to have been in possession of prior to any disclosure;
- d) Information which is hereafter lawfully disclosed by a third party to CONSULTANT, which information such third party did not acquire under a still effective obligation of confidentiality to NOVO NORDISK;

3.3 Notwithstanding the foregoing CONSULTANT may disclose information of NOVO NORDISK concerning the Field to reliable employees, advisors and assistants ("Authorized Persons") if necessary for his/her/its work under this Agreement, provided that such Authorized Person(s) are bound by obligations of confidentiality and non-use to CONSULTANT which are equal to the terms of this Agreement. CONSULTANT shall ensure that such Authorized Person(s) are fully aware of the obligations of this Agreement and shall be responsible for any breach of the provisions under this Agreement by his/her/its Authorized Person(s).

3.4 Any information relating to this Agreement, including the terms of this Agreement may be disclosed to government agencies or similar public authorities or persons acting on behalf of these agencies or authorities.

4. RESULTS

4.1 CONSULTANT shall disclose to NOVO NORDISK any and all results, inventions, improvements, and know-how developed by CONSULTANT under this Agreement. Any and all industrial and/or intellectual property rights derived from CONSULTANT's work within the Field either patentable or not are hereby assigned free of charge by CONSULTANT to NOVO NORDISK and shall be the sole and exclusive property of NOVO NORDISK. CONSULTANT hereby agrees to execute, and cause any employees and/or staff to execute such instruments prepared by NOVO NORDISK as are deemed necessary to vest in NOVO NORDISK the aforesaid sole and exclusive ownership.

5. INDEMNITY

5.1 CONSULTANT shall keep NOVO NORDISK fully and effectively indemnified against any and all claims, expenses, losses, and damages or liabilities suffered by NOVO NORDISK arising from any unauthorised disclosure and/or use of any part of information related to Field by CONSULTANT and/or CONSULTANT's Authorized Person(s), including, but not limited to, reasonable attorney's fees and costs.

6. OTHER PROVISIONS

Independent Contractors

The Parties acknowledge that the relationship between them is that of independent contractors, and not that of employer and employee, nor principal and agent, nor partners in a joint venture, nor any similar relationship whatsoever. Neither Party shall exercise control over the business of the other Party, and neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or in any other way to act on behalf of, or to bind, the other Party.

Disclosure

- 6.1 CONSULTANT agrees to fully disclose his/her relationship with NOVO NORDISK to any relevant employer, health care institution, medical committee, or other medical or scientific organization with which the CONSULTANT is affiliated as may be required by such organization.
- 6.2 CONSULTANT shall declare that he/she is a consultant to NOVO NORDISK whenever he/she writes or speaks in public about a matter that is the subject of this Agreement or any other issue relating to NOVO NORDISK or NOVO NORDISK business or activities.

Amendment

- 6.3 No change, modification or termination of any terms, provisions or conditions of this Agreement or its Appendices shall be valid or binding unless made in writing and signed by the Parties.

Counterparts

- 6.4 This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of the Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

Assignment

- 6.5 This Agreement shall not be assigned, in whole or in part, by CONSULTANT without the prior written consent of NOVO NORDISK.

7. TERMINATION

- 7.1 This Agreement shall come into force on Effective Date and shall remain effective until 01-06-2022
- 7.2 This Agreement may be terminated by either Party until 25 November 2021, and any payments pursuant to 0 will cease hereafter. In any case of termination of this Agreement, CONSULTANT shall immediately reimburse to NOVO NORDISK those amounts which do not reflect Services properly performed and delivered by CONSULTANT.
- 7.3 In case of material breach of this Agreement by one Party, the other Party not in breach may cancel this Agreement forthwith. For the avoidance of doubt, non-payment of any disputed amounts shall not be considered a material breach.
- 7.4 No termination of this Agreement, however effectuated, will release CONSULTANT from its/his/her obligations under Clauses 3 and 5 in this Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1 Both Parties will use commercially reasonable efforts to settle all matters in dispute amicably. All disputes arising out of or in connection with this Agreement must be settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Copenhagen, Denmark and shall be conducted in the English language. The award of the arbitrator shall be final and

binding on both Parties. The Parties bind themselves to carry out the awards of the arbitrator.

- 8.2 Notwithstanding, without resorting to prior arbitration and in addition to any other remedies provided by law, NOVO NORDISK shall be entitled to seek temporary and permanent injunctive relief against any threatened or actual breach of this Agreement or the continuation of any such breach in any court of competent jurisdiction.
- 8.3 This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum.

9. SIGNATURE

9.1 Each Party warrants that it has the authority to enter into this Agreement.

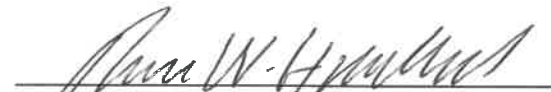
SIGNED BY:

Date:
[CONSULTANT]:



Name: Klaus Høm
Title: CEO, Scleroseforeningen / Danish MS Society

Date:
On behalf of NOVO NORDISK:



Name: Rasmus Willemoes Hjørdemaal
Title: Senior Public Affairs Manager

Date:
On behalf of NOVO NORDISK:

APPENDIX A: SERVICES

The CONSULTANT will provide the Services for the following event:

Event: European Obesity Patient Advocacy Summit (arranged by Novo Nordisk, Region North West Europe)

The Parties agree that all Services shall be performed by Klaus Høm personally.

1. Time schedule

28 November

Speaker at the Summit: Present the work of the Danish MS Society as part of the session on Building a community of members and advocates.

Services and Fees: Detailed specification of CONSULTANT's work for NOVO NORDISK.

TOTAL Fee: There is no compensation fee for the presentation

CONSULTANT acknowledges and agrees that CONSULTANT shall not receive payment for a higher number of hours than those actually spent during the provision of Services.

NOVO NORDISK reserves the right to pro-rate or deny compensation to reflect the extent of CONSULTANT's participation and services rendered if CONSULTANT does not fully perform the Services specified above (Example: CONSULTANT arrives late or leaves early from a meeting)

2. **Standards:** Further standards to be complied with by CONSULTANT in addition to those identified in Clause 2.4 of the Agreement

3. Deliverables

Coordination and communication: CONSULTANT will reply to emails and phone calls within reasonable time (3 working days) unless otherwise agreed (e.g. informed absence due to vacation). CONSULTANT will attend the mutually planned meetings and give notice in due time (day before) if a meeting has to be rescheduled.

Moderation: CONSULTANT will deliver well-prepared and professional consultancy and teaching service throughout the event and in alignment with the prioritization and objectives set out in the preparation meetings.

4. Acceptance of Deliverables by NOVO NORDISK

All deliverables must be reviewed and approved by the NOVO NORDISK project responsible in order for the deliverable to be considered complete. Any deliverable that was not met or not approved must be reworked to meet the identified acceptance criteria without additional charge to NOVO NORDISK. NOVO NORDISK will notify CONSULTANT within 3 business days of receiving the deliverable for review and approval if it did not meet the agreed parameters.

5. Travel Compensation

Novo Nordisk will in accordance with respective company policies provide you with:

- Return flight tickets for meetings and actual event
- Accommodation during the event
- Meals during the meetings and events

APPENDIX B: INVOICING AND PAYMENT PROCEDURES

1. Payment for Services

1.1 For the duration of CONSULTANT's work NOVO NORDISK will after receipt of an invoice prepared by or on behalf of CONSULTANT pay to the bank account designated by CONSULTANT below:

- a) the fee as detailed in APPENDIX A, plus
- b) subject to NOVO NORDISK's prior written approval, the reasonable and documented external expenses related to CONSULTANT's Services. CONSULTANT shall retain accurate detailed records of such expenses, which records must be maintained for review by NOVO NORDISK upon request.
- c) All invoices shall be sent as an attachment in an email, to the following email addresses:

AP-NOVO-REPAS@novonordisk.com
RWHJ@novonordisk.com

The invoice shall detail the following

Receiver address, CVR number and contact initials as specified below:

Novo Nordisk Region North West Europe
Ørestads Boulevard 108
2300 Copenhagen
CVR no: 38180045
RWHJ@novonordisk.com

Name and address of CONSULTANT
CVR-number of CONSULTANT
Bank account details

Services and hours invoiced.

1.2 ANY PAYMENT PAYABLE BY NOVO NORDISK IS DUE THIRTY (30) DAYS AFTER RECEIPT OF A CORRECT AND PROPER INVOICE. PAYMENTS WILL BE MADE BY TRANSFER IN THE CONSULTANT'S BANK ACCOUNT AND NO REQUEST FOR CASH PAYMENTS SHALL BE ACCEPTED. THE CONSULTANT AND NOVO NORDISK ACKNOWLEDGES THIS PAYMENT DEADLINE HAS BEEN ACTIVELY NEGOTIATED AND AGREED BETWEEN THE PARTIES AS FAIR AND REASONABLE TO BOTH. Payments shall be made directly to CONSULTANT, not to any other third party, in the CONSULTANT's home country.

1.3 The payments made by NOVO NORDISK under this Agreement impose no obligation, express or implied, for CONSULTANT to prescribe, provide favourable formulary status for, or otherwise support NOVO NORDISK's products or services.

1.4 Observing the above payments shall be made to CONSULTANT's bank:
Please insert Name of bank

Please insert name of bank
Please insert address

Registration number
Account number

IBAN: XXXX
BIC: XXXX

APPENDIX C: NOTICE OF PERSONAL DATA PROCESSING

NOTICE OF PERSONAL DATA PROCESSING

Novo Nordisk Region North West Europe is required by law to protect your personal data. This Notice explains how we process (e.g. collect, use, store, and share) your personal data. We will process any personal data about you in accordance with this Notice and with applicable law.

1. WHO ARE WE?

The company responsible for processing your personal data is:

Novo Nordisk Region North West Europe
Ørestads Boulevard 108
2300 Copenhagen S
+45 4588 0800

You can always contact ZMYH@novonordisk.com or the Novo Nordisk Data Privacy Officer at privacy@novonordisk.com with questions or concerns about how we process your personal data.

2. HOW DO WE COLLECT PERSONAL DATA ABOUT YOU?

We get your personal data from the following sources;

- From you directly

3. WHY DO WE PROCESS YOUR PERSONAL DATA?

We process personal data about you for the following purposes:

- To present at an event
- To reimburse you
- To respond to your questions or request for information

You are not required to provide us with your personal data. If you do not want Novo Nordisk to use your personal data, we will not be able to communicate with you and fulfil the obligations under this Agreement.

4. WHAT PERSONAL DATA DO WE PROCESS ABOUT YOU?

For the purposes described above in Section 2, we may process the following types of personal data:

- Contact information (name, address, telephone number, email address)
- Financial information (bank account number, amounts paid to you for services rendered)

5. WHY ARE WE ALLOWED BY LAW TO PROCESS YOUR PERSONAL DATA?

Our processing of your personal data requires a legal basis. By law, we are allowed to process your personal data described above in Section 1 based on the following legal bases:

- The processing is necessary to fulfil a contract with you;

- The processing is necessary for our compliance with a legal obligation;

6. HOW DO WE SHARE YOUR PERSONAL DATA?

We may share your personal data with:

- Other Novo Nordisk entities (e.g., Novo Nordisk affiliates in other countries)
- Public authorities if required by law

7. HOW LONG WILL WE KEEP YOUR PERSONAL DATA?

We will keep your personal data for the following period of time:

- For as long as needed to provide you with the services requested by you
- For as long as required by applicable law.

8. WHAT ARE YOUR RIGHTS?

In general, you have the following rights:

- You can get an overview of what personal data we have about you
- You can get a copy of your personal data in a structured, commonly used and machine-readable format
- You can get an update or correction to your personal data
- You can have your personal data deleted or destroyed
- You can have us stop or limit processing of your personal data
- If you have given consent for us to process your personal data (see Section 5), you can withdraw your consent at any time. Your withdrawal will not affect the lawfulness of the processing carried out before you withdrew your consent
- You can submit a complaint about how we process your personal data to a Data Protection Authority.

Under applicable law, there may be limits on these rights depending on the specific circumstances of the processing activity. Contact us as described in Section 1 with questions or requests relating to these rights.