



## **GRANT AGREEMENT**

This Agreement ("**Agreement**"), effective as of \_\_\_\_\_, is entered into between **Takeda Pharma A/S**, "Delta Park 45, DK- 2665 Vallensbæk Strand - Denmark (**Takeda**)", CVR 16406899 and Patientforeningen Lungekræft, Chairwoman Lisbeth Søbæk Hansen, Møllehaven 8, 4040 Jyllinge, Denmark ("**Organization**") (collectively, the "**Parties**").

(1) **Background.** The Organization is dedicated to **informing on the diseases they operate within and improving the conditions for people afflicted with diseases and their families** and Takeda is a manufacturer of pharmaceutical and diagnostic products focusing on research, development, manufacture, distribution, marketing and sale of pharmaceutical products. Therefore, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

(2) **Contribution.** Takeda agrees to support the Organization in the form of a restricted grant for International Lung Cancer Day 19th November 2020 with actual 30.000 DKK as set out in **Exhibit A** (the "**Contribution**").

(3) **Use of Contribution.** The Organization shall use the Contribution exclusively for the purpose of supporting the meeting on the International Lung Cancer day in November 2020 (the "**Purpose**"). Without prejudice to the generality of the foregoing, the Organization shall not use the Contribution for the provision of any hospitality, entertainment and/or leisure time programmes and/or subsistence to any healthcare professionals, appropriate administrative staff and/or members and appropriate staff of the Organization unless and to the extent permitted by applicable laws, regulations, codes and guidelines (including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent or similar applicable national codes such as – but not limited to – the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (the "**ENLI Code**") and the Danish Ethical Rules for Collaboration between Patient Groups, etc. and the Pharmaceutical Industry (the "**Patient Association Code**")) (the "**Applicable Laws**").

(4) **Terms of Payment.** Upon **execution of this Agreement by both Parties** and no later than 1<sup>st</sup> of Dec. 2020 the Organization shall submit to Takeda an invoice for the Contribution which shall be payable within forty-five (45) days upon receipt and acceptance of the duly issued invoice by Takeda. Any invoice submitted by the Organization to Takeda must, as a minimum, include the information set out in **Exhibit B** (the "**Minimum Information for Invoices**").

(5) **No Other Sum Payable.** Unless otherwise expressly agreed in writing between the Parties, the Contribution shall constitute the entire sum payable by Takeda under this Agreement.

(6) **Conduct of Activities.** The Organization shall carry out all activities in relation to which it uses the Contribution in a professional manner using all due skill, care and diligence, and in conformity with the Applicable Laws.

(7) **Reporting and Approval of Activities.** The Organization shall provide Takeda with a brief report on the contemplated activities to be carried out by or on behalf of the Organization in relation to which the Contribution is planned to be used. An activity to be carried out must be approved by Takeda. In this regard, Takeda's review and assessment of any such activity is limited solely to ensure that the activity can be carried out in accordance with the Applicable Law. The report shall be provided to Takeda by email, or in such other format and by such other method as Takeda may specify, and at a point in time where it is still possible to amend or cancel the contemplated activities, if Takeda cannot approve them.

(8) **Representations and Warranties.** The Organization represents and warrants that, the Sponsorship Contribution will be used in full compliance with the Applicable Laws and ENLI Codes.,

(9) **Declarations by the Organization.** The Organization shall make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organization, as Takeda may require and/or as may be required under the Applicable Laws. All declarations shall be in the form requested or approved by Takeda and must accurately reflect the nature of Takeda's relationship to the Organization. The Organization shall submit any such declarations to Takeda for review and shall delay its disclosure as required in order to correct any eventual inaccuracy or incorrectness. The Organization shall take into account any changes reasonably requested by Takeda.



- (10) Declarations by Takeda. Takeda and/or its affiliates shall be entitled to make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organization, as may be required under the Applicable Laws, and to use the name, logos or trademarks of the Organization in relation to such declarations. Without prejudice to the generality of the foregoing, the Organization agrees that Takeda shall be entitled to identify itself as a donor of the Organization on websites, in literature and/or in other company material of Takeda and/or its affiliates and the Organization acknowledges and agrees that Takeda and/or its affiliates are making publicly available the information required to be disclosed under applicable laws, including, but not limited to, information to the Organization and the Contribution given to the Organization by, or on behalf of, Takeda and/or its affiliates. Promptly on request, the Organization shall provide Takeda with any further information as Takeda considers necessary to enable Takeda and/or its affiliates to make such declarations.
- (11) No Inducement or Influence. The Parties acknowledge and agree that this Agreement is concluded independently from any business transactions and decisions in relation to the supply or purchase of goods or services from Takeda or its affiliates and that the provision of the Contribution shall not in any way (i) constitute any inducement to, or reward for, recommending, prescribing, purchasing, supplying, selling, administering or taking any decisions favourable to, any products or services of Takeda or its affiliates, or (ii) have any influence on the content of any materials authored by or on behalf of the Organization.
- (12) Other Donors. Takeda has not, and the Organization acknowledges and confirms that Takeda has not, in any way requested or required that it be the exclusive donor of the Organization or any of its programmes or activities.
- (13) Relationship of the Parties. The Parties acknowledge and agree that no joint venture, association, partnership or agency relationship is created hereby. Each Party shall be conclusively deemed independent of the other and neither Party shall have any right or authority to bind the other hereto.
- (14) Liability. The Organization shall be solely responsible and liable for all activities in relation to the use of the Contribution.
- (15) Indemnification. The Organization shall fully indemnify, defend and hold harmless Takeda, its affiliates and their respective personnel from and against any and all liability, losses, claims, actions, proceedings, injuries, demands, fees, penalties, judgments, fines, damages, costs and/or expenses (including reasonable attorneys' fees and costs) sustained or incurred by Takeda and/or its affiliates arising as a result of (i) any misrepresentation or breach of this Agreement by the Organization, (ii) any third party claim brought against Takeda and/or its affiliates in relation to any activities in relation to which the Organization uses the Contribution, and/or (iii) any breach of the Applicable Laws in the performance of any activities in relation to which the Organization uses the Contribution.
- (16) Term. This agreement shall come into force on the Effective Date and shall expire upon achievement of purpose.
- (17) Termination for Breach. Each Party may terminate this Agreement at any time for a material breach of the Agreement by the other Party by giving written notice of immediate termination to the other Party, including, without limitation, a termination pursuant to section (18) and (19).
- (18) Termination for Inappropriate Use. If the Organization uses the Contribution for any purpose other than the Purpose, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organization shall return to Takeda the Contribution.
- (19) Termination for Lack of Completion. In case the Sponsored Activity is not completed within a reasonable timeline, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organization shall immediately return to Takeda the portion of the Sponsorship Contribution that has not been expended, applied or committed for the purposes of the Sponsored Activities as at the date of such termination.
- (20) Survival. Any provision, which by its intent or content is meant to have validity beyond expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.
- (21) Business Identifiers. Neither Party shall use the name, logos or trademarks of the other Party and/or its products or services, nor make any announcement, comment upon or originate any publicity or otherwise disclose



any information relating to this Agreement to any third party except: (i) to the extent required by the Applicable Laws; (ii) with the prior written consent of the other Party; and/or (iii) as otherwise provided in this Agreement.

(22) Disclosure of Agreement. The Agreement shall be published on the websites of the Parties at the time when the Agreement is made and must be accessible for Takeda for at least six months after the termination of the Agreement and for the Organization for at least two years from the receipt of the Contribution.

(23) Independence and impartiality. By their signatures, the Parties declare that the Organization shall be free to corporate with and receive grants from other pharmaceutical companies, just as Takeda shall have the right to collaborate with and grant contributions to one or several organizations. Further to this, Takeda declare not to lay down conditions for the Organization's view on professional and political issues.

(24) Waiver. Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(25) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with regard to all matters herein and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (excluding any fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in this Agreement.

(26) Applicable Law and Jurisdiction. This Agreement shall be construed in accordance with, and governed by, the laws of Denmark. The place of jurisdiction shall be the relevant court of Glostrup.

#### TAKEDA

Date: 29.04.2020

Name: Malene Kelstrup  
Title: Medical Manager

Name: Patrik Forsell  
Title: General manager

#### ORGANIZATION

Date: 29.04.2020

Name

(Project responsible)

Title



### Exhibit A

#### **Contribution & Other information**

Takeda will support the Organization in the total amount of **Thirty Thousand Danish Kroner (30.000 DKK)** by supporting the annual meeting at the International Lung Cancer Day 19th November 2020. As the political meeting Høring på Christiansborg planned for 13th May 2020 was cancelled due to the COVID19, the annual meeting will be expanded to also contain themes of importance of early diagnosis to bring political awareness of the importance of prioritising lung cancer screening in the hospital system.

Name/Title of person responsible for the activity/project: Chairwoman Lisbeth S. Hansen

Name/Title of person responsible for the account (if money) or department (if non- monetary) grant: Lisbeth S. Hansen



## **Exhibit B**

### **Minimum Information for Invoices**

Any invoice submitted by the Organization to Takeda must include the following:

- the Contribution to which the invoice relates;
- the date on which the invoice was issued;
- the name and address of Takeda; Takeda Pharma A/S, Delta Park 45, 2665 Vallensbæk Strand
- the name and e-mail address of Takeda's contact person; Christina Ries Dünweber, [christina.dunweber@takeda.com](mailto:christina.dunweber@takeda.com)
- Takeda's tax number: 16406899;
- invoice name, address and name of bank, bank account number, SWIFT and IBAN to which the Contribution is payable; and
- all other information and details as may be reasonably requested by Takeda from time to time (e.g. Takeda's cost center and/or purchase order number, as given by Takeda, if applicable).



## **Exhibit C**

### **Privacy Notice and Transparency Rules**

Takeda Pharma A/S ("Takeda"), being strongly committed to protecting your privacy, will make efforts to protect your Personal Data in accordance with the following Privacy Notice ("Notice").

#### **Personal Data Takeda Collects and Source**

In accordance with applicable laws Takeda collects and processes Personal Data about you. The types of Personal Data that Takeda collects and processes about you depends on your relationship with Takeda as well as applicable laws, but may include the following categories of information:

- Basic personal details such as identity and contact information;
- Educational and professional details e.g. qualifications, organizational or institutional affiliations;
- Payment related information, where necessary;
- Information about your interactions, engagements and activities in relation to Takeda.

This information may come directly from you or from public or third-party information sources.

#### **Legal Basis for Processing**

Takeda processes Personal Data based on the following:

- The processing of your Personal Data may be necessary in order to comply with the applicable law, regulations, governmental orders or for the performance of the Agreement. You may not be able to opt-out of this processing, or your choice to opt-out may impact our ability to comply with the Agreement.
- In certain cases Takeda may ask for your consent in order to process your Personal Data. At any time you may withdraw your consent as described in the "How to Reach Us" section. Please note that the withdrawal of consent will not affect processing which has already occurred.

#### **How Takeda Uses the Personal Data**

Takeda and/or its affiliates may process Personal Data about you for administration, statistical analysis, payment, internal evaluation and/or in order to comply with the Agreement.

#### **With Whom Takeda Shares Your Personal Data**

Personal Data about you may be shared by Takeda with its affiliates for the purposes stated above. Takeda and/or its affiliates may engage service providers, agents, contractors or other third parties ("Third Parties") to perform services for or on its behalf, including, but not limited to, the Processing of Personal Data about you for the purposes stated above, and, as a result, Takeda and/or its affiliates may share Personal Data about you with such Third Parties. Takeda has executed appropriate contracts with such Third Parties that define the legitimate use or sharing of Personal Data in accordance with this Notice.

Some of Takeda's group companies and/or service providers may be located in countries outside of the European Economic Area ("EEA") whose laws may not afford your Personal Data the same level of protection. Takeda will ensure that all adequate safeguards are in place and that all applicable laws and regulations are complied with in connection with such transfers.

#### **How Takeda protects your Personal Data**

Takeda will take reasonable and appropriate physical, administrative and technical safeguards to protect the Personal Data about you from loss, misuse, unauthorized access, disclosure, alteration or destruction.

#### **Your Rights**

Individuals in the EU have certain data subject rights which may be subject to limitations and/or restrictions. These rights include the right to: (i) request access to and rectification or erasure of their Personal Data; (ii) obtain restriction of processing or to object to processing of their Personal Data; and (iii) the right to data portability. If you wish to exercise one of the above mentioned rights, please use the contact information below. Individuals in the EU also have the right to lodge a complaint about the processing of their Personal Data with their local data protection authority.





### **How long Takeda retains the Personal Data**

Personal Data will only be stored as long as necessary for the purposes for which it was collected subject to local laws and regulations and legitimate business needs.

### **How to Reach Us**

You can contact us in order to exercise your rights, make inquiries or submit complaints concerning Takeda's processing of your Personal Data. Takeda will take appropriate steps to address requests, inquiries and complaints. Takeda will respond to such requests within thirty (30) business days.

Contact Details: Takeda Pharmaceuticals International AG, Attn: Data Protection Officer, Legal Department, Thurgauerstrasse 130, CH-8152 Glattpark-Opfikon (Zurich), Switzerland. Email: [dataprivacy@takeda.com](mailto:dataprivacy@takeda.com).

### **Important Information**

The Danish Data Protection Authority (Datatilsynet) is responsible for making sure that privacy law is followed in Denmark. For more information about your privacy rights, or if you are not able to resolve a problem directly with us and wish to make a complaint, contact: Datatilsynet (the Danish Data Protection Agency), Borgergade 28, 5, DK-1300 Copenhagen K., phone: +45 3319 3200, email: [dt@remove-this.datatilsynet.dk](mailto:dt@remove-this.datatilsynet.dk), website: [www.datatilsynet.dk](http://www.datatilsynet.dk).