



## FINANCIAL CONTRIBUTION AGREEMENT with Healthcare Organizations (entity)

This agreement consisting of these Special Terms and the General Terms (this "Agreement"), which has been freely negotiated, is made by and between:

### SPECIAL TERMS

Choose an item.

<b>SANOFI</b>	SANOFI A/S, a company duly organized under the laws of Denmark under the business identity number 19064301 and having its registered office located at Vibenshuset, Lyngbyvej 2, 2100 København Ø - Denmark
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(hereinafter referred to as "**SANOFI**")

And

RECIPIENT	
<b>Registered Name</b>	Patientforeningen Lungekræft
<b>Entity/Company Form</b>	PAG
<b>Address</b>	Møllehaven 8, 4040 Jyllinge, Denmark
<b>Registered Identification Number(s)</b> /	CVR: 33848072

(hereinafter referred to as the "RECIPIENT" or "You")

Hereinafter they may be individually referred to as a "Party" and collectively as the "Parties".

### 1. DESCRIPTION OF THE ACTIVITY TO BE FUNDED

<b>Name of activity</b>	Awareness campaign on Lungcancer - SoMe
<b>Type of financial contribution</b>	Healthcare contribution
<b>Description of the activity</b>	<p>The Patient Association wishes to launch a disease awareness campaign aimed at the general public. The campaign will be executed on social media.</p> <p>The key drivers of the campaign will be videos of patients and HCPs urging people with symptoms to visit their doctor in order to get screened for lung cancer.</p> <p>The campaign is owned by the association and co-sponsored by a number of pharma-companies.</p>
<b>Counterpart</b>	<p>In return for the financial contribution provided by SANOFI, RECIPIENT shall provide the following consideration:</p> <p>The PAG will disclose that the campaign is sponsored by Sanofi.</p>

## 2. FINANCIAL CONTRIBUTION

The financial contribution is given solely for the purpose of supporting RECIPIENT's activity described in Article 1 and shall not be used by RECIPIENT for any other purpose without SANOFI's prior written consent.

### Payment terms and conditions:

Subject to the terms and conditions of this Agreement, SANOFI shall support the activity by means of a financial contribution in the amount of DKK 50,000.

Payment shall be made to the bank account of which You are the direct beneficiary and located in your country of incorporation within 60 days of the date of receipt of a claim to payment document, such as an invoice or another document as approved by SANOFI or required under applicable law. This claim to payment document must contain your bank account details and any VAT references as required, reference SANOFI's name and address, VAT number, PO number, invoice date and invoice number, and contact person listed below, and include the original receipts for reimbursable expenses, if applicable.

The claim to payment document shall be sent to (with a copy to the SANOFI contact person below):

<b>Entity to be billed</b>	Sanofi A/S
<b>Address</b>	Lyngbyvej 5, 2100 København Ø
<b>e-mail address</b>	Gitte.mikkelsen@sanofi.com

### Bank Account holder details and payment details:

<b>Bank details:</b>	
Organisation name:	Dragsholm Sparekasse
Organisation number:	-
Address:	-
IBAN number:	DK4205370000472999

## 3. CONTACT(S)

<b>Contact person within SANOFI:</b>			
<b>Name</b>	Rama Pryce	<b>E-mail</b>	Rama.pryce@sanofi.com


## 4. TERM OF THE AGREEMENT


The Agreement shall be effective from the date of signature of the Party signing last in time ("Effective Date") and shall automatically end upon completion of the activity as defined in Article 1 above. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission.

## 5. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of Denmark without giving effect to the conflict or choice of law provisions thereof. Any dispute arising out of or related to this Agreement, which cannot be settled amicably between the Parties, shall be submitted to the exclusive jurisdiction of the District Court of Copenhagen.

**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 scanned ink signed copies, the Parties agree that, upon being signed by all Parties, this Agreement will become effective and binding.

SANOFI	
<b>Name</b>	Birgitte Fyhn
<b>Signature</b>	 <small>Birgitte Fyhn (24. jan. 2023 08:43 GMT+1)</small>

RECIPIENT	
<b>Name</b>	Lisbeth Søbæk Hansen
<b>Signature</b>	 <small>Lisbeth Søbæk Hansen (24. jan. 2023 20:55 GMT+1)</small>



## GENERAL TERMS

Subject to the terms and conditions of this Agreement, SANOFI shall support the activity described in the Special Terms by means of a financial contribution in the amount described in the Special Terms ("Financial Contribution").

**1. General Obligations.** The Financial Contribution is given solely for the activity described in the Special Terms (the "Activity") and shall not be used by RECIPIENT for any other purpose without SANOFI's prior written consent.

RECIPIENT acknowledges the fact that SANOFI is a pharmaceutical company and can only financially support the Activity if the Activity as such and, if relevant, the hospitality extended in the context of the Activity complies with applicable law and regulations including but not limited to anti-bribery legislation, regulations and codes of practice for the pharmaceutical industry that may apply to the Activity. In view thereof, RECIPIENT represents and warrants that in the organization and execution of the Activity it shall abide by aforesaid law and regulations and, more generally, refrain from any acts and activities that (may) affect the legitimacy of SANOFI's Financial Contribution.

At SANOFI's request, RECIPIENT shall fully disclose to SANOFI how the Financial Contribution has actually been spent.

RECIPIENT shall clearly and legibly state in its communications related to the Activity that the Activity was 'made possible in part by Sanofi'.

**2. Representation and no incentive clause.** Parties represent and warrant that in the execution of this Agreement they, and where relevant, their directors, officers, employees, agents or subcontractors shall not, directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any government official, healthcare professional or person affiliated with a healthcare organization to obtain or retain business or secure improper advantage to SANOFI.

Parties acknowledge that the Financial Contribution of SANOFI does not take effect and is not intended to take effect as an incentive or reward for RECIPIENT's past, present or future willingness to prescribe, administer, recommend (including formulary 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.

**3. Confidentiality.** During the course of, and in connection with, performing the Activity, you will have access to and may receive, orally or in writing, ideas, know-how, trade secrets, information, data, processes, substances and the like, including SANOFI Intellectual Property, from SANOFI (the "Confidential Information"). You shall not reveal or disclose the Confidential Information or any part thereof to any person, firm, corporation, or other entity nor use the Confidential Information or any part thereof for any purpose other than the Activity without SANOFI's prior written approval. The obligations of confidential treatment under this article 3 shall not apply to any Confidential Information that You can demonstrate by documentary evidence:

- (a) at the time of disclosure is available in the public domain;
- (b) was or becomes a matter of public knowledge or publicly available through no act or failure to act on your part; or



- (c) is lawfully obtained by You from a third party entitled to freely disclose such Confidential Information to You.
- (d) is required to be disclosed under applicable laws or (self-) regulations, including the EFPIA Member Association's Code of Practice in RECIPIENT's country of registration (the "National Code of Practice"), or
- (e) is already in your possession at the time of disclosure.

At SANOFI's request, You shall return to SANOFI all parts of the Confidential Information provided by SANOFI in documentary form and shall return or destroy all copies thereof made by You.

The obligations set forth in this article shall remain in full force and effect during the term of this Agreement and after its termination or expiration for as long as You may not claim any of the exceptions set out herein.

**3. Early Termination.** Either Party may terminate this Agreement with immediate effect by written notice to the other Party, if the other Party commits a breach of this Agreement and the breach is not remedied within thirty (30) days after service of written notice requiring the same. If a Party terminates this Agreement, the other Party shall not be entitled to any compensation, indemnity or damages or other payment in respect of such termination. All provisions of this Agreement, including any Exhibit, that expressly or by their nature survives termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination.

**4. Transparency.** You acknowledge that in the interest of transparency relating to SANOFI's financial relationships with healthcare organisations, associations, other relevant decision makers and healthcare professionals, and in accordance with applicable law, regulation and/or codes of practice to which SANOFI, as a pharmaceutical company is subject to, SANOFI may be required to document and publicly disclose on SANOFI or its affiliates' website, and/or, where applicable communicate to relevant authorities/institutions, the transfers of value (direct and indirect), made by SANOFI under this Agreement and/or any related information or document associated with this Agreement. You shall promptly comply with any and all applicable disclosure requirements regarding your relationship with SANOFI, including any payments made to You hereunder.

**5. Data Privacy.** The Parties will process all personal data obtained during the term of this Agreement in accordance with applicable data protection laws and regulations including but not limited to the General Data Protection Regulation (EU) 2016/679 and its amendments.

**6. Conflict of Interest.** You warrant that this Agreement does not conflict with (i) your duties and obligations under any other agreement to which You are a party or (ii) any law or code of ethics or policies applicable to You and in particular those related to relationships between pharmaceutical industry and healthcare organisations or associations.

**7. Debarment.** You warrant that You and any of your employee(s) (as applicable) are not and have never been debarred by any relevant governmental or regulatory authority or professional association. You agree to notify SANOFI should this change at any time during the term of this Agreement.

**8. Audits.** During the term of this Agreement (and for a period of three (3) years after the expiration or termination of this Agreement), upon reasonable prior notice to You, SANOFI (or its appointed representative) will have the right, during normal business hours



and at SANOFI's own expense, to conduct an investigation and/or audit of your operations and records (but only to the extent that these relate to the performance of the obligations undertaken by You under this Agreement). You agree to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at the sole discretion of SANOFI acting reasonably.

**9.** Miscellaneous. You shall not assign or transfer all or part of this Agreement to any third party without the prior written consent of SANOFI. Any amendment to the Agreement shall be made in writing and signed by both SANOFI and You. Any notice required hereunder shall be in writing and shall be deemed given as of the date it is (i) delivered by hand; (ii) sent by registered or certified mail or overnight courier; or transmitted via email with delivery receipt (or acknowledgement of confirmation which may be by electronic means).



**EXHIBIT A: RECIPIENT'S REQUEST FOR SPONSORING AND A DETAILED BUDGET  
BREAKDOWN**