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Patient Organisation Collaboration Agreement

1 Parties

The signor

MSD Danmark ApS
CVR no. 29883718
Havneholmen 25
DK-1561 Copenhagen V

("MSD")

and

the co-signor

Patientforeningen Lungekræft
Industrivej 21
4000 Roskilde

(the "**Organisation**")

(collectively the "**Parties**" and individually a "**Party**")

have concluded the following agreement on collaboration (the "**Collaboration Agreement**").

2 Purpose of Collaboration Agreement

The purpose of the Collaboration Agreement is MSD wants to support International Lung Cancer Day 2025 - for this year's meeting the topic is "LIVING WITH LUNG CANCER - FROM DIAGNOSIS TO EVERYDAY LIFE".

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3 Name of collaborative project

The name of the collaborative project is International Lung Cancer Day 2025.

4 Parties' roles and obligations in relation to collaboration

By way of the Collaboration Agreement and during the term hereof, MSD undertakes to attend the meeting on November 17, 2025.

By way of the Collaboration Agreement and during the term hereof, the Organisation undertakes to give MSD the opportunity to participate with 3 participants at the meeting and Logo during Event.

In connection with MSD's collaboration with the Organisation, MSD will ensure before concluding the Collaboration Agreement that the Parties' collaboration meets the requirements of the ethical rules of the Danish Ethical Committee for the Pharmaceutical Industry (ENLI), including without limitation the Ethical Rules for Collaboration between Patient Organisations, etc., and the Pharmaceutical Industry (the "**Patient Organisation Code**").

In connection with the Collaboration Agreement, the Organisation must comply with current, relevant legislation, rules, regulations, public authority requirements and guidelines relating to the collaboration.

The Organisation represents that the aggregate financial support provided annually by MSD amounts to a sum which is less than 50% of the Organisation's annual operating budget.

The Organisation undertakes not to give or offer things of a financial value to any person for the purpose of providing MSD with an undue advantage. Moreover, the Organisation will not receive or request things of a financial value to ensure that the giver of such things obtains an undue advantage in respect of business transactions.

If the collaboration concerns holding events and/or meetings, the relevant event/meeting must comply with Section 5 of the Patient Organisation Code, including in particular in relation to the following:

- The requirement for scientific contents which is met as [insert brief description of the scientific contents of the event and/or meetings].

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- The event and the meetings are held at [insert] which is a suitable location contributing to the main purpose of the event and which is not otherwise known for its entertainment facilities or is too extravagant.
- Catering and hospitality associated with events may only be offered if relevant, and must be limited to expenses for transport, meals, accommodation and fees for participation. All kinds of catering and hospitality will be reasonable in level and strictly limited to the purpose of the event. Meals (food and beverages) will only be offered where the value of such meals does not exceed the applicable caps.
- In connection with the event, MSD will not sponsor or organise entertainment of any kind (e.g. sporting, culture, music or leisure events).
- Catering and hospitality are only offered to persons who qualify as participants in their own right. Catering and hospitality are only provided in exceptional cases to an accompanying person where such person attends to health/supporting/caring needs (e.g. as helper).
- No payment will be offered to compensate for the time spent by representatives in attending the activity.
- MSD will not organise or sponsor events abroad except when (i) the majority of attendees are from abroad and in the light thereof it makes better logistical sense to hold the event in another country than Denmark, or (ii) the location of the relevant resources or expertise involved in the event means that holding it in another country than Denmark makes better logistical sense.
- Generally, MSD must not organise or sponsor an event abroad, except when i) the majority of the attendees are from abroad and it therefore allows for greater logistical sense for the event to take place in another country, or ii) the location of the relevant resources or expertise involved in the event means that it makes better logistical sense for the event to take place in another country.

5 Time frame

The collaboration, the specific purpose and scope of which are described in Clauses 2 and 4, runs from November 17, 2025 to November 17, 2025 at IDA Mødecenter, København. The Parties' rights and obligations under the Collaboration Agreement run from signature date and until the obligations of the Collaboration Agreement have been performed unless otherwise explicitly agreed.

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6 Financial commitment

MSD's financial commitment under the Collaboration Agreement will be in the amount of DKK 25.000, exclusive of VAT. The financial commitment must be used for holding the meeting in accordance with the submitted budget.

The commitment is paid for after MSD's receipt of a specified invoice. MSD is entitled to refuse to include expenses that have not been incurred in accordance with the Collaboration Agreement, including the Patient Organisation Code, in MSD's financial commitment.

7 Non-financial commitment

N/A

8 Disclosure

The Parties acknowledge and agree that MSD is obliged to publish an overview of financial support, non-financial support and/or indirect support provided to patient organisations (including through third parties and in connection with consultancy services). Therefore, MSD will make available the Collaboration Agreement on MSD's website www.msd.dk until November 17, 2027. The Organisation is hereby informed that the Collaboration Agreement must be disclosed at the time when the Collaboration Agreement is concluded, and that it will be available on the website for at least two (2) years hereafter (and for at least six (6) months after the termination of the Collaboration Agreement).

For good measure, the Parties also acknowledge and agree that MSD will be obliged to submit an overview to ENLI on an annual basis at the end of the year with information on collaborative projects during the ongoing year. Such information submitted by MSD will also be published by ENLI.

Further, MSD calls attention to the fact that the Organisation is required by legislation to publish on its website all financial benefits, including financial sponsorships (sums of money) and benefits-in-kind, which the Organisation has received from pharmaceutical companies in accordance with Section 21 of the Danish Executive Order on Advertising etc. of Medicinal Products (*reklamebekendtgørelsen*).

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Such information must be published in a way so that the amount of the financial benefits from each individual company is stated on the website. The information must be made available on the website no later than one month after the Organisation has received the financial benefits. The information must be available on the website for at least two (2) years.

9 Use of Organisation's logo

The Organisation does not agree to MSD's use of the Organisation's logo or name or any other use of the collaboration with the Organisation.

10 Independence and impartiality

By signing this Collaboration Agreement, the Parties declare that the Organisation is free to collaborate with several pharmaceutical companies and that MSD is also free to collaborate with one or more organisations.

The Parties further declare that the collaboration will not require exclusive rights with respect to specific product or therapeutic areas.

By signing the Collaboration Agreement, MSD declares not to impose conditions on the Organisation's stand on professional, scientific and political issues, and that MSD does not require the Organisation to favour specific products.

By signing the Collaboration Agreement, MSD declares not to hold a position of trust within the Organisation of importance to the Collaboration Agreement, and both Parties also declare that the Collaboration Agreement does not constitute any kind of inducement to recommend, prescribe, purchase, supply, sell or administer specific medicinal products.

The Organisation undertakes to disclose to MSD without delay any and all circumstances existing at the time of signing of the Collaboration Agreement or arising at any time during the term hereof and involving the Organisation or any of its directors, officers or members of their respective families, or any of its employees engaged in the supply of the goods and services hereunder or members of their respective families, which may constitute a conflict of interest for the business relationship between the Parties. In the event of a conflict of interest, the Organisation must cease to work for MSD if requested to do so by MSD.



11 Breach

If one of the Parties breaches its obligations under the Collaboration Agreement, the non-breaching Party may terminate the Collaboration Agreement with immediate effect. The non-breaching Party will also be entitled to seek other remedies for breach available under Danish legislation, including the right to claim damages, irrespective of whether the Collaboration Agreement is terminated for breach.

MSD's company policy requires that MSD's business and operations comply with legislation applicable to MSD's business area. The Organisation accepts to comply at all times with MSD's Ethical Business Practice Policy and Code of Conduct enclosed as **Exhibit 1** to the Collaboration Agreement. If the Organisation or any third party acting on behalf of the Organisation fails to comply with the provisions of **Exhibit 1**, it will be deemed to be a material breach of the Collaboration Agreement. In such cases, MSD may terminate the Collaboration Agreement with immediate effect subject to written notice to the Organisation, and the Organisation must indemnify MSD in respect of any liability resulting from the Organisation's neglect or wilful misconduct.

12 Intellectual property rights

Unless expressly authorised in writing by the other Party or set out herein, neither Party is entitled to use the other Party's intellectual property rights, including all adaptations and variations thereof and amendments thereto for any purpose.

All intellectual property rights belonging to a Party before the effective date created by or for a Party independently of the Collaboration Agreement, remain vested in that Party.

If the Organisation's services include the Organisation's creation or development of deliverables for MSD, the rights to such deliverables, including to any intellectual property rights embedded therein, will fully and solely vest in MSD. In that regard, the Organisation acknowledges that all intellectual property rights subsisting (or which may subsist in the future) in such deliverables, if any, will automatically fully vest in MSD on creation. To the extent that they cannot automatically vest in MSD, the Organisation agrees to assign and transfer all rights, title and benefits relating to such intellectual property rights to MSD. The Organisation agrees to promptly execute all documents and perform all acts as may, in MSD's opinion, be necessary to give effect to this clause. To the extent permitted by law, the Organisation hereby irrevocably waives all moral rights

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(and all similar rights in other jurisdictions) which MSD has or will have in any such deliverables created or developed by the Organisation for MSD.

To the extent that any deliverables include any intellectual property rights belonging to the Organisation, the Organisation hereby grants to MSD and/or its affiliates a royalty-free, worldwide, non-exclusive, non-transferable, irrevocable licence to use such intellectual property rights.

13 Confidentiality

Within this Collaboration Agreement, the term "**Confidential Information**" means all information (however recorded or preserved) disclosed or made available, directly or indirectly, by a Party (the "**Disclosing Party**") or its employees, officers, representatives or advisers to the other Party (the "**Recipient**") or its employees, officers, representatives or advisers which the Disclosing Party considers to be confidential and/or proprietary relating to such Disclosing Party's intellectual property, know-how, businesses, operations, finances and/or commercial, marketing, research and development and/or other plans and strategies. All such materials, information and/or data, together with all copies, summaries, notes, analyses and/or studies thereof or pertaining thereto, whether written or recorded in electronic or other format and on whatever media, shall be considered Confidential Information.

The obligations of confidentiality and non-use set out herein will not apply to information that:

- a. is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its representatives, employees, officers or advisers in breach of this Collaboration Agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);
- b. is lawfully made available to the Recipient by an independent third party who did not obtain it directly or indirectly from the Disclosing Party and without obligations of confidentiality (and such lawful right can be properly demonstrated by the Recipient);
- c. is already in the Recipient's possession without obligations of confidentiality at the time of receipt from the Disclosing Party (and such prior possession can be properly demonstrated by the Recipient);
- d. is independently developed by the Recipient or its officers, employees, advisers or consultants without the aid, application or use of the

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Confidential Information (and such independent development can be properly demonstrated by the Recipient); or

e. the Parties agree in writing is not confidential or may be disclosed.

The Recipient shall keep the Disclosing Party's Confidential Information confidential, both during the term of this Collaboration Agreement and after its expiry or termination, and, except with the prior written consent of the Disclosing Party, the Recipient must:

- a. not use or exploit the Confidential Information in any way except in connection with this Collaboration Agreement;
- b. not disclose or make available the Confidential Information in whole or in part to any third party; and
- c. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the purposes set out in this Collaboration Agreement (and any such copies, reductions to writing and records shall be the property of the Disclosing Party).

The Recipient may only disclose the Disclosing Party's Confidential Information to those of its representatives who need to know the Confidential Information for the purposes envisaged by this Collaboration Agreement, provided that:

- d. it informs these representatives of the confidential nature of the Confidential Information before disclosure; and
- e. at all times, it is responsible for these representatives' compliance with the obligations set out in this Collaboration Agreement.

The Recipient may disclose Confidential Information to the extent required by applicable law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, (i) the Recipient gives the Disclosing Party sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Confidential Information; and (ii) thereafter discloses only the minimum information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by such Disclosing Party.

The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party

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from time to time) to safeguard the Confidential Information from unauthorised access or use.

In the event that this Collaboration Agreement requires the Recipient to disclose any Confidential Information to an independent third party not acting as an agent for or under the control of the Recipient, the Recipient shall not disclose any such Confidential Information to any such third party unless and until such third party has signed a confidentiality agreement for the benefit of the Disclosing Party containing protections for such Confidential Information at least as strict as those in this Collaboration Agreement. The Recipient shall give the Disclosing Party not less than five (5) business days' prior written notice of its intention to disclose such Confidential Information to such third party and, if so requested by the Disclosing Party, shall provide the Disclosing Party with a copy of the proposed or signed confidentiality agreement.

The Recipient acknowledges and agrees that the Confidential Information constitutes valuable trade secrets of the Disclosing Party. All Confidential Information shall remain the property of the Disclosing Party. Each Party reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights, in respect of a Party's Confidential Information are granted to the other Party and no obligations are imposed on the Disclosing Party other than those expressly stated in this Collaboration Agreement.

The Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

The Recipient acknowledges that damages alone may not be an adequate remedy for the breach of any of the confidentiality provisions of this Collaboration Agreement, and that therefore, the Disclosing Party shall have, in addition to any other remedies available pursuant to applicable law, have the right to seek injunctive or permanent relief to prevent the breach or threatened breach of the Recipient's obligations hereunder.

14 Data protection

The processing and protection of personal data in connection with the Collaboration Agreement is described in **Exhibit 2**, which the Parties agree to have read and accepted by signing the Collaboration Agreement.



15 Governing law and jurisdiction

The Collaboration Agreement is subject and must be construed in accordance with the laws of Denmark, excluding any conflict of law provision.

The Parties agree that the Danish courts shall be the venue for any dispute arising out of or in connection with this Agreement, including disputes concerning the conclusion, validity, interpretation and performance of this Agreement.

16 Signatures

Date:

For MSD Danmark ApS

Electronically signed by:
Søren Pedersen
Reason: Approved
Date: Oct 30, 2025 20:32:15
GMT+1

Søren Granhøj Pedersen

Managing Director

Date: 3/11-25

For the Organisation

Lisbeth Søbæk Hansen

Chairman