



Patient Organisation Support Agreement

This educational support agreement (the “**Agreement**”) is entered into and effective on **21th February 2023** between:

- (1) Abbott Laboratories A/S, a company incorporated under the laws of Denmark with its office address at Emdrupvej 28C, 2100 København Ø, Denmark (“**Abbott**”); and
- (2) Diabetesforeningen, an organisation incorporated under the laws of Denmark with its registered office address at Stationsparken 24, st. tv., 2600 Glostrup (the “**Support Recipient**”),

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

- (A) Abbott and its affiliated companies are engaged in research, development, manufacturing, marketing, and sale of medical technologies.
- (B) Abbott is committed to supporting independent medical education and regularly provides funding, Abbott’s or third-party products or other in kind support to healthcare organisations for the support and the advancement of genuine medical education of healthcare professionals, patients and/or the public on clinical, scientific and/or healthcare topics relevant to the therapeutic areas in which Abbott is interested and/or involved.
- (C) The Support Recipient is a patient organisation which submitted the Support Request Letter attached at Annex I (*Support Request Letter*) to Abbott.
- (D) Abbott has reviewed the Support Request Letter and wishes to provide support to Support Recipient on the terms and conditions set out in this Agreement.

AGREED TERMS

1. Purpose of the Support

- 1.1 Abbott offers to the Support Recipient a payment in support of Booth rental at event during:
 - **Års- og Repræsentantskabsmødet afholdes på Odeon, Odeons Kvarter 1, 5000 Odense, 13. Maj 9:30-12:30 2023** specified in Clause 2 (the “**Support**”). The Support shall be provided to support independent medical education in accordance with all applicable laws, regulations and country-specific industry codes of conduct.
- 1.2 Abbott has agreed the Support should be used in respect of the following (the “**Programme**”):
 - **Års- og Repræsentantskabsmødet afholdes på Odeon, Odeons Kvarter 1, 5000 Odense 13. Maj 9:30-12:30 2023**



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- 1.3 The Parties agree that each of the various components of the Programme is for scientific and/or educational purposes only and will not promote any of Abbott's products or services, directly or indirectly.
- 1.4 The Support will not be used for:
- (a) Direct promotion of Abbott's medical products or services;
 - (b) Support of off-label use of any product; or
 - (c) Payment for organisational overhead such as purchase of capital equipment, software and non-medical staff training.
- 1.5 The Support Recipient may use the Support only for the Programme described above. Any change in the intended use of the Support must be approved in advance by Abbott in writing.
- 1.6 The Support shall start on the Effective Date and shall end on 4th of November 2022 or upon conclusion of the Programme (the "**Support Period**").
- 1.7 Should any part of the Support remain unspent at the end of the Support Period, the Support Recipient shall ensure that any unspent monies are returned to Abbott.

2. The Support

- 2.1 Subject to the provisions of this Agreement, Abbott shall pay to the order of the Support Recipient, the sum of 3000 DKK (the "**Support Payment**"), to support the Support Recipient as set out in Clause 1 and Annex II (*Payment Schedule*). The Support shall be all inclusive and final and Abbott shall not be liable to pay any additional compensation or fee under this Agreement.
- 2.2 The Support Payment will be made to the Support Recipient within 60 days days of receipt of the Support Recipient invoice:

Account owner: [DIABETESFORENINGEN]

Bank: [Danske Bank]

Account No.: FI83440775

Bank code: [3574-3574428904]

IBAN: [DK72 3000 3574 4289 04]

3. Ethics and Compliance



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3.1 The Support Recipient shall ensure that all use of Support funds comply with applicable disclosure requirements of the Support as well as any other beneficiaries of Support funds to any professional body, institution, or government agency that requires such disclosure.

3.2 The Parties agree that the provision of the Support is not implicitly or explicitly linked to an agreement for the Support Recipient to purchase, lease, recommend, prescribe, use, supply or procure Abbott's products or services or used to reward past purchases, uses, orders recommendations, or referrals.

4. Support Recipient's Independence

4.1 The Parties confirm that the Support Recipient maintains full control over the content of its work and retains its independence. The Support Recipient shall not present a one-sided picture in favour of Abbott, a specific treatment or a specific product in its public relation.

5. Review and Verification Rights

5.1 Upon request of Abbott, the Support Recipient shall provide to Abbott a follow up report on the use of the Support and/or adequate documentation (e.g. copies of booking documents, copies of original tickets) verifying that the Support was used in accordance with the terms and conditions of this Agreement.

5.2 Subject to applicable laws and/or internal regulatory, tax or auditing obligations Abbott may have to abide by, the Support Recipient agrees that Abbott may itself or through an independent third party conduct ad hoc on-site reviews at any time in order to verify that the Support was used in accordance with the terms and conditions of this Agreement. Abbott's representative(s) conducting such reviews shall be given full access by the Support Recipient to all information, premises and employees as required by Abbott for this purpose. The Support Recipient shall comply with all reasonable requests, directions and monitoring requirements of Abbott and shall generally cooperate with and assist Abbott in such reviews. Abbott shall provide at least fourteen (14) days' notice to the Support Recipient of any review under this Agreement that it plans to conduct.

6. Termination

6.1 Abbott shall have the right to terminate this Agreement effective immediately at any time by written notice where:

(a) a material breach by the Support Recipient is not cured by the Support Recipient within thirty (30) days after receipt of written notice of breach from Abbott. In that event, the Support Recipient shall return immediately the balance of the Support remaining as of the effective date of termination along with a detailed account of the Support already spent; or

(b) the Event under the Programme has been cancelled. In that event, any unpaid Support funds will no longer be due. In case Abbott already paid parts or the totality of the funds, the Support Recipient shall refund the amounts, except if the Event has been cancelled because of force majeure.



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7. Compliance with Laws

7.1 The Support Recipient represents and warrants that it is now in compliance with, and undertakes that in performance of its obligations under this Agreement, it shall continue to comply with, all applicable laws, regulations and industry codes of practice, including those related to anti-bribery and anti-corruption.

8. Miscellaneous

7.1 This Agreement and its Annexes contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, written or oral, with respect to the same subject matter still in force between the Parties.

7.2 This Agreement may not be amended or modified except by a written agreement signed on behalf of each of the Parties hereto.

7.3 The Support Recipient will not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations hereunder without the prior written consent of Abbott.

7.4 This Agreement and any non-contractual dispute or claim arising out of or in connection with it shall be governed by and constructed in accordance with the laws of Denmark. Any dispute, if not amicably settled, shall be submitted to the courts of Denmark.

By their signatures below, the Parties to this Agreement agree to all of the terms and conditions of this Agreement.

For and on behalf of the Support Recipient

Søren Bine
Fornetningschef - Diabetesjæger

Søren Bine
28/2-2023

Date Signed

For and on behalf of Abbott

Krestina Flyger
Country Manager, Abbott Diabetes Care Denmark

Krestina Flyger 27 feb 2023

Date Signed



Annex II: Payment Schedule

Abbott shall pay the Support Payment in the amount of 10.000 DKK in accordance with the following payment schedule:

Milestone	Payment	Estimated Timeline
Booth rental at: Års- og Repræsentantskabs- mødet afholdes på Odeon, Odeons Kvarter 1, 5000 Odense, 13. Maj 9:30-12:30 2023	10.000 DKK	Medio May 2023