

## SHORT FORM SPONSORSHIP AGREEMENT

This Agreement is entered into between Medtronic and the Institution on the Agreement Date.

### 1. BACKGROUND

Medtronic's Mission to 'alleviate pain, restore health, and extend life is promoted by supporting many stakeholders in healthcare through medical training and education. As part of its role, Medtronic wishes to provide, and the Institution wishes to accept, the Sponsorship for the Sponsorship Purpose, on and subject to the Agreement Details, and Terms and Conditions set out in this Agreement.

### 2. AGREEMENT DETAILS

<b>Agreement Date</b>	13.05.2023			
<b>Medtronic entity (Providing the Sponsorship)</b>				
Name:	Medtronic Danmark A/S			
Company Number:	DK18491370			
Address:	Arne Jacobsens Allé 17, 7 DK-2300 København S			
Contact person:	Line Graser Jensen, Marketing Specialist			
<b>Institution (Receiving the Sponsorship)</b>	<b>Type of Institution receiving the Sponsorship:</b>			
	<input type="checkbox"/> Professional Congress Organiser	<input type="checkbox"/> Health Care Organisation	<input checked="" type="checkbox"/> Professional Association / Society	<input type="checkbox"/> Registered Charity
Name:	Diabetesforeningen / Danish Diabetes Association			
Address:	Stationsparken 24, st. tv., 2600 Glostrup			
	<i>where required, Institution provided copies of the license /articles of association/other governmental verification of the Institutions' legal status;</i>			
Contact Person:	Søren Buine, Business Manager, Marketing & Fundraising			
<p><b>Check this box if the agreement is to be a triparty agreement e.g. where the Institution will benefit but the sponsorship will be paid to a third party Professional Conference Organiser. <input type="checkbox"/></b></p> <p>The Institution and Medtronic have agreed that [PCO] shall receive the Payment as set out under this Agreement on behalf of the Institution and shall administer the same solely in accordance with the Terms of this Agreement.</p>				

	Type of Sponsorship	Currency	Total Amount
Sponsorship	Monetary funding	DKK	10,000

**Check this box to confirm that this sponsorship will NOT cover HCP Attendance costs (delegates or faculties).**

**Check this box to confirm that this sponsorship will NOT be used to support an event taking place in a sanctioned country.**

Sponsorship Purpose	The Sponsorship is to support medical training and education of healthcare professionals at the Event and for providing the Deliverables (the "Sponsorship Purpose").		
Event Details			
	Date	13.05.2023	
	Title of Event	Annual Meeting 2023	
	Location of Event	Odeons Kvarter 1, 5000 Odense	
	Venue of Event	ODEON	
	Area of Speciality	Diabetes	
	<b>CVS / internal compliance assessment</b>	National event assessed in accordance with MedTech Code and Medtronic's Business Conduct Standards	

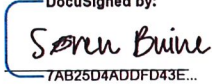
<b>Deliverables</b>	<p>The Institution will, in consideration for the Sponsorship, and at no additional cost or expense to Medtronic, provide:</p> <ul style="list-style-type: none"> <li>a booth space measuring 8 m2 including electricity, white table cloth, breakfast, lunch, several interesting presentations, etc.</li> </ul> <p>The Institution will be responsible for the control and selection of the program content, faculty, educational method and materials.</p>
<b>Payment Terms</b>	Payment will be made within 30 days of the date of the signing of the Agreement by all parties and upon Medtronic's receipt of an invoice.
<b>Method of Payment</b>	<p>Payment under the Sponsorship will be paid by:</p> <p>Electronic funds transfer into the Institution's designated account as follows:</p>

	<p><b>Institution's Bank Account Details</b></p> <p>Account holder: Danish Diabetes Association</p> <p>Bank: Danske Bank</p> <p>Address: 3952 Interbank</p> <p>Account Number: 3000-3574428904</p> <p>Sort /SWIFT Code: DABADKKK</p> <p>IBAN: DK7230003574428904</p> <p>Reference: Medtronic shall provide PO# that needs to be added on invoice</p>
<p><b>In-person Congress Conditions</b></p>	<p>Data Controller Role:</p> <p>The parties agree that Institution shall be independently responsible for its processing of personal data of attendees and potential attendees to the extent that it:</p> <ul style="list-style-type: none"> <li>- Promotes the satellite symposia to attendees and potential attendees as part of its promotion of the congress.</li> <li>- Makes use of cookies or similar technologies on its website or platform, in which case the Institution shall be responsible for complying with all applicable laws concerning such technologies, including any requirement to seek consent from individuals;</li> <li>- Sends sponsored promotional emails containing content from Medtronic but recipients' contact details are not shared with Medtronic. In such circumstances, Institution shall ensure it has a valid legal basis to do so and shall be responsible for notifying the recipients (ie. delivering relevant privacy notice) and for managing the opt-out and any other data subject requests where required.</li> </ul> <p>Language Presented upon Registration/Entry to Medtronic in-person satellite symposium or booth:</p> <p>Institution shall comply with Medtronic's reasonable instructions on the appropriate language to present to attendees upon registration or entry to a Medtronic in-person satellite symposium or booth, including presentation of Medtronic's privacy statement and any (optional) sign up for receipt of marketing communications from Medtronic. Institution shall not transfer to Medtronic any attendee personal data which it has collected from individuals for purposes of organizing and managing the congress, except in circumstances where it is satisfied that it has a valid legal basis to do so.</p>
<p><b>Virtual Congress Conditions</b></p>	<p>N/A</p>
<p><b>Territory</b></p>	<p>Denmark</p>

## Execution

The parties may sign this Agreement or any variation to it by electronic signature (whatever form the electronic signature takes) and agree that this method of signature is as conclusive of the intention to be bound by this Agreement as if signed by manuscript signature.

The undersigned representative represents and warrants that he/she is fully authorised to act on behalf of the Institution regarding this Agreement and its subject matter, without further approval.

<p><b>Diabetesforeningen/ Danish Diabetes Association</b></p> <p>DocuSigned by:  7AB25D4ADDFD43E...</p> <p>Signature: _____</p> <p>Name: Soeren Buine _____</p> <p>Date: <u>15-Mar-23   22:38 PDT</u></p> <p>Title: Business Manager, Marketing &amp; Fundraising</p>	<p><b>Medtronic Danmark A/S</b></p> <p>DocuSigned by:  A7AF5ADE2E2440C...</p> <p>Signature: _____</p> <p>Name: <u>Panu Lauha</u></p> <p>Date: <u>09-Mar-23   14:42 CET</u></p> <p>Title: Sr Director, Enterprise Accounts &amp; Country Leader, Nordics</p>
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### 3. TERMS AND CONDITIONS

It is agreed as follows:

#### 1. Sponsorship Purpose

- 1.1 The Sponsorship is part of Medtronic's ongoing support of independent, educational and scientific purposes which promote scientific knowledge, medical advancement and delivery of effective healthcare.
- 1.2 The financial support is provided under the understanding that:
- Institution is entitled to receive this financial support and the Sponsorship complies with the Institution's objectives described in the Articles of Association;
  - is solely dedicated to support the Sponsorship Purpose;
  - is not connected to the purchase of Medtronic products.
- 1.3 Medtronic shall not be liable for any taxes in relation to the Sponsorship. If Medtronic is required by law to pay the taxes or to withhold any amounts from the Sponsorship to pay towards any such taxes, the Institution agrees that Medtronic may withhold such taxes from the payment of the Sponsorship.
- 1.4 The financial support granted by Medtronic may only be used to cover payments which comply with the MedTech Europe, Code of Business Practice\*; the Ethical MedTech Conference Vetting System\* and may not be used to provide any undue benefits to anyone. Where applicable, the Event must be approved by the CVS prior to any of the Sponsorship being used for the Event. The Institution undertakes to submit the Event for the assessment under the CVS.

*\*In this Agreement reference to the "MedTech Code" shall mean the MedTech Europe Code of Business Practice and "CVS" shall mean the Ethical MedTech Conference Vetting System*

[http://www.medtecheurope.org/sites/default/files/resource-items/files/MTE\\_Code\\_of\\_Ethics.pdf](http://www.medtecheurope.org/sites/default/files/resource-items/files/MTE_Code_of_Ethics.pdf). Ethical MedTech Conference Vetting System <http://www.ethicalmedtech.eu/>.

#### 2. Transparency

- 2.1 Medtronic will comply with all applicable laws, regulations and applicable government or industry guidelines with regard to transparency of payment, including the MedTech Code (hereafter, "Transparency Requirements"). Institution therefore agrees that Medtronic may disclose information relating to this Agreement to the extent required under the applicable Transparency Requirements, including disclosure on the Ethical MedTech website. Such information may include without limitation, Institution's name, value of amounts transferred, and nature of the financial support.

- 2.2 To the extent that Medtronic is required by any applicable laws or authorities, or any of its internal regulatory, tax or auditing obligations to show that the Sponsorship is made in accordance with applicable laws, including MedTech Code, then Institution shall provide Medtronic or its appointed third party agents, post Event review and verification audit rights in relation to the use of the Sponsorship consistently with the Sponsorship Purpose.

- 2.3 The Institution must keep transparent, accurate and complete records of the Sponsorship and any expenditure using the Sponsorship. The Institution shall comply with all reasonable requests, directions and monitoring requirements of Medtronic and shall generally cooperate with and assist Medtronic in such reviews. Medtronic shall provide at least thirty (30) days' notice to the Institution of any review under this Article that it plans to conduct.

#### 3. Separation principle

- 3.1 The parties acknowledge and agree that the Sponsorship and this Agreement do not and are not intended to constitute:
- (a) any inducement to obtain or retain business, or give rise to any obligation, for the Institution to (or create any expectation that the Institution will) purchase, lease, recommend or use (or arrange for the purchase, lease, recommendation or use of) any Medtronic products or services or otherwise to enter into or extend any business transaction (now or in the future) with Medtronic or any of its related entities; or
  - (b) influence in any way any process or decision by the Institution relating to any potential purchase, lease; or
  - (c) provide a recommendation or use of any Medtronic products or services, including any procurement procedure or price structuring arrangement.

#### 4. Limitation of liability and indemnity

- 4.1 To the maximum extent permitted by law:
- (a) Medtronic will be under no liability to the Institution for any losses (of any kind) suffered or incurred by the Institution arising out of, or in connection with, any Sponsorship or any third party claim arising out of the use of the Sponsorship;
  - (b) the Institution shall defend, indemnify and hold harmless each of Medtronic and its directors, officers, employees, agents and contractors against any and all liabilities, claims or losses in relation to use of the Sponsorship by the Institution for the Sponsorship Purpose.

#### 5. Sanctioned Countries

- 5.1 Institution confirms that it is neither directly nor indirectly affiliated to any entity (including any of its officers, directors or employees) that is : (a) listed on (i) any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by the U.S. Department of Treasury's Office of Foreign Assets Controls, the Denied Parties List, Unverified List or Entity List maintained by the U.S. Department of Commerce Bureau of Industry and Security, and the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, (ii) the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom, and any other applicable jurisdictions, or (iii) any other restricted party lists maintained by any governmental or non-governmental entity or agency (collectively, "Restricted Party List"); or (b) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions ("Sanctioned Country"), including without limitation, currently, Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region. Consultant shall immediately notify Medtronic if Consultant, any parent, subsidiary, or Affiliate of Consultant becomes listed on any Restricted Party List or located, organized or resident in a Sanctioned Country.
- 5.2 Any breach by Institution of this Section 5, as determined solely by Medtronic, shall be deemed a material breach by Institution and entitles Medtronic to terminate the Agreement for cause without notice period and any action taken by Medtronic pursuant to its rights under this provision shall not be actionable by Institution and Institution hereby waives any and all claims against Medtronic for any loss, cost or expense including consequential damages, that Institution may incur by virtue of or in connection with any such action or inaction taken by Medtronic hereunder
- 5.3 "Sanctions" means all applicable economic sanctions laws and regulations of the United States, the European Union and all other applicable jurisdictions, including but not limited to the economic sanctions programs administered by the U.S. Department of Treasury's Office of Foreign Assets Controls, as set forth in 31 C.F.R. 500-598 and certain executive orders, EU Regulation 428/2009 imposing controls on exports of dual-use items, OJ L 134, 29.5.2009 and economic sanctions regulations implemented by the European Council, and any economic sanctions measures implemented by EU Member States.

## 6. Termination

- 6.1 Medtronic may terminate this Agreement when:
- (a) a material breach by the Institution, which if curable is not

- cured by the Institution within thirty (30) days after receipt of written notice of breach from Medtronic;
- (b) immediately, by giving notice in writing in case of gross negligence, misrepresentation or willful misconduct by the Institution;
- (c) proceedings under bankruptcy or insolvency laws, for corporate reorganisation, receivership, dissolution or similar proceedings;
- (d) the Event has been finally assessed and found to not comply with the provisions of the MedTech Europe Code; or
- (e) the Event has been cancelled.

- 6.2 In the event of termination of this Agreement under 5.1 for any reason, the Institution:

- (a) shall reimburse Medtronic for any part of the Sponsorship received up to the date of termination.

## 7. Confidential Information

- 7.1 The Institution agrees not to disclose or use, except in connection with the performance of its obligations under this Agreement, any confidential information or material (including Medtronic logos) regarding the business or affairs of Medtronic.

## 8. General

- 8.1 This Agreement will be governed by, and construed in accordance with, the laws of the Territory.
- 8.2 No party may assign, novate or subcontract this Agreement or any of its rights under it, without the other party's prior written consent, except Medtronic may assign, novate or sub-agreement its rights and obligations, (wholly or partially) to any of its affiliates without the Institution's consent.
- 8.3 Any Amendment to this Agreement must be in writing and signed by both parties.

## 9. Data Privacy

- 9.1 The Parties acknowledge and agree to process all Personal Data under this Agreement in accordance with their respective obligations under applicable data protection law. Unless otherwise defined in this Agreement (including all its attachments), capitalized terms used in this article 9 shall have the meaning assigned to them under the EU General Data Protection Regulation (Regulation (EU) 2016/679 ("GDPR")) or shall mean the equivalent in any other applicable data protection laws.
- 9.2 Each Party shall be entitled to process, as a separate Data Controller, the Personal Data of the other Party's employees, staff and personnel for purposes ancillary to the entry into and

the management of the Agreement, including to maintain business relations and for related administrative purposes. Medtronic will process Personal Data of Institution's employees, staff and personnel ("Institution Personal Data") for the above purposes in accordance with Medtronic's privacy notice available at [europe.medtronic.com/privacy-notice/B2B](https://europe.medtronic.com/privacy-notice/B2B). Institution agrees to inform its employees, staff and personnel of the Processing of Institution Personal Data by Medtronic accordingly and to assist Medtronic in obtaining any necessary consent for such Processing, where required by applicable law.