

ONE-OFF TRADING AGREEMENT

By and between

Diabetesforeningen
Stationsparken 24, st tv
2600 Glostrup
CVR 35 23 15 28

(**"SUPPLIER"**)

And

Novo Nordisk Scandinavia A/S]
Ørestads Boulevard 108, 6 sal
2300 København S.

CVR 25 67 64 83

(**"NOVO NORDISK"**)

NOVO NORDISK and SUPPLIER are hereinafter also referred to individually as "**Party**" and collectively as "**Parties**".

Whereas the SUPPLIER wishes to sell its products and/or services to NOVO NORDISK; and

Whereas the Parties to this agreement wish to establish the terms and conditions for such trading;

Therefore in consideration of the mutual promises herein and other good and valuable consideration which the Parties acknowledge to be sufficient,

The Parties hereby enter into the following One-off Trading Agreement (the "**Agreement**");

1.GOODS/SERVICES COVERED BY THE AGREEMENT

1.1.The following categories of goods and/or services are covered by this Agreement (the "**Deliveries**"): Market research questionnaire to be developed, fielded and data analysed by Diabetesforeningen's research department.

2.PERIOD OF AGREEMENT

2.1.The Agreement shall become effective as of the date of last signature ("**Effective Date**") and shall terminate automatically without further notice by either Party on 31st December 2019, unless earlier terminated as provided in this Agreement.

3. GENERAL PROVISIONS

- 3.1. For purposes of this Agreement, “**Affiliate**” shall mean any corporation, company, partnership, joint venture or other entity which Controls or is Controlled by a person or entity; and “**Control**” means the ownership of more than fifty per cent (50%) of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the Party in question.
- 3.2. Nothing in this Agreement shall obligate or bind NOVO NORDISK as to sales of a particular volume or to purchases of a particular quantity unless this is explicitly specified in this Agreement. NOVO NORDISK undertakes no obligation to market or separately advertise the SUPPLIER's goods or services.
- 3.3. Individual persons employed by NOVO NORDISK are not within the scope of this Agreement. Should the SUPPLIER become aware of any attempt by an employee of NOVO NORDISK to take advantage of or attempt to take advantage of this Agreement for their own personal benefit, the SUPPLIER shall immediately report the incident to NOVO NORDISK.

4. DELIVERIES

- 4.1. Deliveries to NOVO NORDISKs shall be supplied as specified in Annex C, at the prices and/or discounts negotiated with NOVO NORDISK and set out in Annex B, and in accordance with the other terms and conditions set out in the Agreement.
- 4.2. For the avoidance of doubt, the terms of this Agreement will not be superseded or affected by any terms of sale or delivery issued unilaterally by the SUPPLIER or NOVO NORDISK, whether such unilateral terms of sale or delivery have been issued already or are issued subsequently.

5. OVERVIEW OF ANNEXES

- 5.1. The annexes marked with an X as being applicable in the following overview and the terms set out in those annexes form an integral part of this Agreement:

Applicable	Not applicable	Annex letter	Annex title
X		A	Invoicing and payment procedures
X		B	Prices for the Deliveries
X		C	Services, Service Levels and Key Performance Indicators
D Annexes—Terms and Conditions			
	X	D1	Terms and Conditions for Deliveries (goods and services)
X		D2	Terms and Conditions for Deliveries (services only)

	X	E	Business Ethics – contract clauses for Third Party Representatives
X		F	Responsible Sourcing Standards
	X	G	Requirements for SUPPLIER's Quality Management
H Annexes – Personal Data Processing			
	X	H.1	Data Protection Appendix
	X	H.2	Standard Contractual Clauses
	X	I	Safety Data Exchange Agreement
	X	J	Agreements with and Transfers of Value to HCPs/HCOs

6.QUALITY REQUIREMENTS

Audit

6.1.The SUPPLIER shall allow NOVO NORDISK to conduct quality audits, responsible sourcing audits, and audits to verify compliance with the terms of this Agreement (including all Annexes). Audits may be conducted by NOVO NORDISK or by external experts appointed and paid by NOVO NORDISK. An audit will be scheduled with minimum 14 days' notice. The SUPPLIER shall co-operate free of charge in scheduling and carrying out these audits. Audits will be carried out on site, during normal business hours, and representatives from NOVO NORDISK may examine relevant documents, resources, facilities and records during such audits.

6.2.If non-conformities are identified during these audits, the SUPPLIER and NOVO NORDISK will discuss the non-conformities and work together cooperatively, diligently and in good faith to identify and implement corrective action(s). Corrective action(s) shall be agreed upon within 30 days and the SUPPLIER shall initiate and implement such action(s) within the timeframe agreed upon. This requirement is in addition to NOVO NORDISK's other rights under this Agreement if the non-conformity amounts to a breach of the Agreement by the SUPPLIER.

6.3.Where subcontractors may be used to contribute to the Deliveries supplied to NOVO NORDISK, the SUPPLIER must ensure that NOVO NORDISK has the right to audit these subcontractors in accordance with clauses 6.1 and 6.2.

Product/Service Certificates, Instructions, Manuals, etc.

6.4.Documentation, including certificates, instructions, manuals and the like, is considered to be an integral part of any Deliveries specified in the Agreement.

6.5.The SUPPLIER shall ensure that all documentation supplied with the Deliveries are complete and consistent and comply with the agreed specifications in the Agreement.

Records Backup and Storage

6.6. The following provisions apply to all **"Records"** of Deliveries, including:

- (a) information forming all or part of the Deliveries and all supporting documentation for the Deliveries,
- (b) work in progress preparatory to the Deliveries, and
- (c) SUPPLIER's quality management system records and employee training records related to the Deliveries.

6.7. Upon request, SUPPLIER shall transfer these Records to NOVO NORDISK at any time and without delay.

6.8. The SUPPLIER shall store the Records for a period of at least three (3) years unless the Parties agree otherwise.

6.9. The SUPPLIER shall archive and store all Records in a responsible manner, including but not limited to protection from fire, destruction, loss or corruption of data, and disclosure to unauthorized parties. SUPPLIER shall perform regular backup of electronic Records. The SUPPLIER bears the risk for the materials until the actual delivery date.

Compliance with laws and regulations

6.10. When performing work or supplying goods under the Agreement, the SUPPLIER shall comply with all laws and regulations applicable to the Deliveries at the time the Deliveries are made.

Compliance reporting

6.11. Novo Nordisk suppliers have the opportunity to report securely and confidentially suspected misconduct through the Novo Nordisk compliance hotline. Reports may be made in the following areas: serious improper conduct contrary to the Novo Nordisk Way; financial fraud; business ethics misconduct; quality standards misconduct; and serious misconduct related to procedures for occupational health and safety, responsible sourcing and external environment. Information about using the compliance hotline and other possibilities to report suspected misconduct can be found at <http://www.novonordisk.com/contact-us/compliance-hotline.html>. Supplier agrees to make relevant personnel in its organization aware of the availability of this compliance hotline.

7. CONFIDENTIALITY

7.1. **"Confidential Information"** means

(a) any and all information owned, licensed or controlled by the disclosing Party and disclosed to the receiving Party in oral, visual, written, electronic or any other form, including but not limited to know how, business information and processes, sales and marketing information, pricing, etc., whether concerning Deliveries or not; and

(b) information in any form developed by either Party as part of the Deliveries under this Agreement.

All Confidential Information shall be kept strictly confidential and shall not be disclosed by the receiving Party to any third party without the prior written and express consent of the disclosing Party. The Parties' confidentiality obligations shall continue during the term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement.

7.2. Confidential Information disclosed hereunder is the sole property of the disclosing Party and nothing in this Agreement shall be construed as granting the receiving Party, by implication or otherwise, any right or license with respect to the Confidential Information, or any patent or trademark applications, patents or trademarks or any claims of patent or trademark now or hereafter filed or issued with respect to the Confidential Information.

7.3. The confidentiality undertakings set out in this clause shall not apply to:

- (a) Confidential Information, which at the time of disclosure is already in the public domain or which, after disclosure, becomes part of the public domain through no violation of this Agreement;
- (b) Confidential Information, which the receiving Party is able to prove to have been in possession of prior to disclosure;
- (c) Confidential Information, which is lawfully disclosed by a third party to the receiving Party, when such third party did not acquire the Confidential Information under a still effective obligation of confidentiality to the disclosing Party;
- (d) Confidential Information, which can be demonstrated as independently developed or acquired by the receiving Party without reference to or reliance upon Confidential Information defined in this Agreement, as evidenced by the receiving Party's written records;
- (e) Confidential Information disclosed to the extent required by law or regulation provided that the receiving Party shall give the disclosing Party prompt written notice and sufficient opportunity to object, time permitting, to such disclosure.

7.4. Notwithstanding the foregoing, the receiving Party may use Confidential Information of the disclosing Party only for the purpose of fulfilling this Agreement and may disclose such Confidential Information to reliable employees, assistants and sub-suppliers, only to the extent necessary for its work, provided that such persons are bound by obligations of confidentiality and non-use to the receiving Party which are substantially the same as the terms of this Agreement. The receiving Party shall ensure that such persons be fully aware of the obligations of this Agreement and shall be responsible for any breach of these provisions by its employees, assistants or sub-suppliers.

7.5. NOVO NORDISK's name, logo, trademarks, trade names, specific products, drawings or any other material protected by intellectual property rights of NOVO NORDISK may not be used by SUPPLIER without prior written approval of NOVO NORDISK. The use of NOVO NORDISK's name as customer reference is likewise subject to written consent of NOVO NORDISK. SUPPLIER shall not make any public statement or release concerning NOVO NORDISK without NOVO NORDISK's prior written approval.

- 7.6. Upon the expiry or termination of the trading relationship, the receiving Party shall, at the request of the disclosing Party, destroy or return to the disclosing Party all documents containing Confidential Information without retaining any copies (except one copy if required for legal purposes) and without cost to the disclosing Party.
- 7.7. The receiving Party shall promptly notify the disclosing Party if it becomes aware that any Confidential Information has been made available to any third party, or of any breach of confidence by any person to whom the receiving Party has disclosed any Confidential Information. The receiving Party shall give the disclosing Party all reasonable assistance in connection with any action, demand, claim or proceeding that the disclosing Party may institute against any such person in respect of such disclosure.

8. THIRD-PARTY RIGHTS

- 8.1. SUPPLIER is responsible for obtaining all rights and licences from third Parties necessary to perform the Deliveries under this Agreement. If the SUPPLIER cannot assure all necessary rights and licenses to Deliveries supplied under this Agreement, SUPPLIER must inform NOVO NORDISK in advance and any reservations must be agreed to between SUPPLIER and NOVO NORDISK expressly in writing.

9. PROPERTY RIGHTS

- 9.1. For purposes of this Agreement, the term **"Intellectual Property Rights"** or **"IPRs"** shall mean all rights of any kind in intellectual property, whether or not patentable or copyrightable.
- 9.2. NOVO NORDISK shall hold the rights to all Deliveries supplied to NOVO NORDISK under this Agreement in accordance with applicable law. NOVO NORDISK shall be free to modify, exploit, distribute, publish and otherwise use the Deliveries without compensation to SUPPLIER beyond the agreed price for the Deliveries.
- 9.3. NOVO NORDISK acknowledges that the SUPPLIER possesses certain Intellectual Property Rights or other rights which have been independently developed by SUPPLIER and which relate to its business or operations (the **"SUPPLIER IPRs"**). NOVO NORDISK and SUPPLIER agree that all SUPPLIER IPRs that are not the result of, and do not incorporate or rely upon any NOVO NORDISK IPRs, shall remain the sole and exclusive property of SUPPLIER. Except as provided above, NOVO NORDISK shall not acquire any right, title or interest in SUPPLIER IPRs solely as a result of such IPRs being used for the supply of Deliveries under this Agreement. SUPPLIER grants to NOVO NORDISK, its Affiliates and their third-party suppliers and subcontractors a non-transferable, perpetual, non-exclusive, fully paid-up, worldwide license to use SUPPLIER IPRs incorporated into Deliveries as required to exercise their rights in and to the Deliveries.

10. LIABILITY AND INSURANCE

- 10.1. The SUPPLIER is liable towards NOVO NORDISK and its Affiliates for all claims, losses and damages caused by delays, errors and omissions in the Deliveries, and by SUPPLIER's negligence or wilful misconduct, in accordance with general

principles of liability under applicable law. The SUPPLIER is liable for the acts of its subcontractors to the same extent as for its own acts.

10.2.No Party is liable to the other Party for any loss in the nature of incidental, consequential, indirect or special damages, including but not limited to those for business interruption or loss of profits, goodwill or reputation.

10.3.In the case of SUPPLIER's breach of the Business Ethics Contract Clauses, as set out in Annex E, the clauses in Annex E govern the liability of the SUPPLIER, and the limitations set out in this clause 10 shall not apply to such liability.

10.4.SUPPLIER confirms that it has, and agrees to maintain throughout the term of this Agreement, adequate insurance coverage for general comprehensive liability (including products liability if the Deliveries include goods), employer's liability, and professional liability for all its activities under this Agreement. SUPPLIER shall upon request provide NOVO NORDISK with certificates of insurance evidencing the agreed coverage.

11.THIRD-PARTY SUPPLIERS AND SUB-CONTRACTORS

11.1.Subject to NOVO NORDISK's prior written consent in each and every case, SUPPLIER is free to appoint sub-contractors or third-party suppliers for the performance of the Deliveries, but SUPPLIER is responsible for work performed by any third party to the same extent as for its own performance. SUPPLIER Affiliates are subject to the provisions of this clause to the same extent as other third parties.

11.2.SUPPLIER shall ensure that any and all requirements of this Agreement shall also apply to any sub-contractor or third-party supplier.

12.AMENDMENTS TO THE AGREEMENT

12.1.Any change, modification or amendment to the Agreement and its Annexes must be made in writing and signed by both Parties.

13.CONTACTS AND NOTICES

Communications regarding the Agreement

13.1.For communications concerning the Agreement, NOVO NORDISK has appointed:

Linda Juul Nielsen, LJNI@novonordisk.com, +4503757521,
Novo Nordisk Scandinavia A/S, Ørestads Boulevard 108, 6 sal, 2300 Kbh. S.

And the SUPPLIER has appointed:

Contract Responsible: Tanja Thybo, head of research, tth@diabetes.dk,
+4541918811

Key account person to NOVO NORDISK: Ulla Lund Nielsen, Controller,
uln@diabetes.dk, +4563129043

Legal Notices

13.2. Any legal notice, consent or other similar communication required or provided for by the terms of this Agreement shall be in writing, in English, and shall be delivered either (a) in person, (b) by registered or certified mail, (c) by email, provided there is confirmation of receipt, or (d) by courier, and shall be properly addressed to the address of the Party as shown below or to such other address(es) as designated in writing by a Party.

13.3. If to NOVO NORDISK:

To the contact person named above for communications regarding the Agreement, with a copy to the General Manager.

If to SUPPLIER:

Diabetesforeningen, Tanja Thybo, head of research, tth@diabetes.dk,
+4541918811

13.4. Notice shall be deemed to be effective as of receipt, but in no event later than the date of delivery, if delivered in person; or five (5) working days after the date posted, in the case of registered or certified mail; or on the date of confirmation of receipt, in the case of email; or on the next working day following dispatch, in the case of courier delivery.

14. SUPPLIER'S CHANGE OF CONTROL OR INSOLVENCY

14.1. Should the SUPPLIER change ownership, suspend payments, or go into voluntary or compulsory liquidation, dissolution, insolvency, bankruptcy or any statutory or private arrangement or agreement with its creditors in order to escape a bankruptcy, or if SUPPLIER discontinues substantial parts of its established business or its business is placed in the hands of a receiver, assignee or trustee in bankruptcy, whether voluntarily or otherwise, NOVO NORDISK is entitled to terminate this Agreement for cause with immediate effect.

14.2. SUPPLIER shall notify NOVO NORDISK immediately if any of the above events occurs. If SUPPLIER is a publicly traded company subject to legal restrictions on disclosing market-sensitive information, SUPPLIER shall notify NOVO NORDISK immediately upon the information becoming public.

15. APPLICABLE LAW AND ARBITRATION

15.1. Both Parties will use commercially reasonable efforts to settle all matters in dispute amicably. All disputes arising out of or in connection with this Agreement must be settled by the courts in Denmark.

15.2. This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum.

16. FORCE MAJEURE

16.1. The following circumstances shall be considered events of force majeure if they intervene after the formation of this Agreement and impede its performance: fire, war, quarantine restrictions, mobilisation or requisition, embargo, currency restrictions, and riots and insurrection, provided the said circumstance could not be foreseen and could not reasonably be prevented or overcome by the Party invoking the force majeure.

16.2. The Party invoking the force majeure by reason of any of the said circumstances shall without delay provide legal notice to the other Party according to the terms of the Agreement of the occurrence of an event of force majeure and of the cessation thereof.

16.3. Should delay be caused by any of the said circumstances, an extension of the performance or delivery of the Deliveries and/or of the payment period shall be granted for the period the force majeure event prevails.

16.4. Irrespective of the other provisions of this Agreement, either Party may terminate the Agreement by serving written notice to the other Party if the fulfilment of the Agreement is prevented for more than one (1) month by circumstances of force majeure specified in the first paragraph above. In the event of such termination, the SUPPLIER is entitled to payment for any Deliveries already carried out through the date of notice.

17. TERMINATION

Termination of Agreement

17.1. This Agreement may be terminated by the SUPPLIER with six months' written notice and by NOVO NORDISK with three months' written notice.

17.2. Either Party is entitled to terminate this Agreement with immediate effect by serving written notice if the other Party is in material breach of this Agreement and fails to remedy the same within fourteen (14) days upon receipt of written notice giving sufficient particulars of the breach and requiring it to be remedied.

Effect of Termination or Expiry

17.3. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after its termination or expiry shall remain in full force and effect.

18. ASSIGNMENT

18.1. This Agreement shall not be assigned, in whole or in part, by SUPPLIER without the prior written consent of NOVO NORDISK. NOVO NORDISK shall have the right at any time to assign or transfer any or all of its rights and obligations under this Agreement to any of its Affiliates.

19. ENFORCEABILITY AND SEVERABILITY

19.1. If any clause or part of a clause of this Agreement shall be determined by a court or authority of proper jurisdiction to be invalid or unenforceable, the

affected clause of this Agreement will be limited or eliminated only to the extent necessary, and the remainder of this Agreement shall remain valid and in full force and effect.

20.WAIVER

20.1.A waiver of any terms and conditions or of any breach of this Agreement by either Party hereto shall not be deemed a waiver of any repetition of such breach or a waiver of compliance with a term or condition or in any way affect any other terms or conditions hereof, unless signed by the Party giving such waiver.

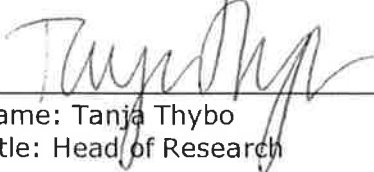
20.2.The failure of either Party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provisions nor of the right of the given Party thereafter to enforce each and every such provision.

21.AUTHORITY TO BIND

21.1.Each Party represents that the person who signs this Agreement on behalf of that Party has the authority to and does bind the respective Party to the terms and conditions of this Agreement.

This Agreement has been prepared in duplicate, with each Party retaining one original.

Date: 26th September 2019
For and on behalf of [SUPPLIER]:


Name: Tanja Thybo
Title: Head of Research

Date: 26th September 2019
For and on behalf of NOVO NORDISK:


Name: Sonja Lousdal
Title: Marketing Director

ANNEX A TO THE ONE-OFF TRADING AGREEMENT

INVOICING AND PAYMENT PROCEDURES

1. INVOICING

SUPPLIER shall submit invoices for payment of the Deliveries only after the Deliveries have been made and accepted by NOVO NORDISK.

All invoices shall be sent only by email; no paper copy should be mailed. NOVO NORDISK may update the email addresses from time to time and shall inform SUPPLIER of any changes.

Invoices shall be sent in pdf file format to: [INVOICES@novonordisk.com]

All invoices must include:

- (a) NOVO NORDISK company name
- (b) specification of the account entry type (invoice, credit note, etc.)
- (c) preferably information about Novo Nordisk cost centre (008-M10111) or Order number/MIP (008-86924000), in order to enhance pre-coding in ICE
- (d) SUPPLIER's VAT number or other country taxpayer ID number
- (e) SUPPLIER's bank account information for payment
- (f) specification of the Deliveries supplied, with applicable taxes (such as VAT) and third-party costs separately itemized
- (g) number of units,
- (h) price,
- (i) HS (harmonized system) codes (for Deliveries of goods)
- (j) country of origin (for Deliveries of goods).

The specification of Deliveries supplied must reflect the content of the Agreement in order for NOVO NORDISK to match invoices and the Agreement. Invoices are to be submitted immediately after completion and approval of the Delivery.

Any invoice that does not meet the above criteria will be returned to the SUPPLIER, who shall issue a corrected invoice. The payment due date will be calculated from the date of receipt of the correct invoice.

2. PAYMENT

All payments to SUPPLIER shall be made electronically to the bank account specified by SUPPLIER for that purpose. SUPPLIER shall keep NOVO NORDISK informed without delay of any changes to its bank account information.

SUPPLIER's bank account information as of the Effective Date is as follows:

BANK ACCOUNT FOR PAYMENT OF SUPPLIER FEES FOR DELIVERIES:

Bank Info	
Account holder name:	Diabetesforeningen
Bank reg. no. / ABA no.:	3574
Bank account number:	3574428904
Bank name:	Danske Bank
Bank country:	Denmark
VAT no. / US Tax ID no.:	35 23 15 28
Swift code:	DABADKKK
IBAN:	DK72 3000 3574 4289 04

PAYMENT IS DUE FORTY-FIVE (45) DAYS AFTER RECEIPT OF A CORRECT AND PROPER INVOICE, OR RECEIPT OF THE PRODUCT(S) OR SERVICE(S) DELIVERED, WHICHEVER IS LATER. SUPPLIER and NOVO NORDISK acknowledge this payment deadline has been actively negotiated and agreed between the Parties as fair and reasonable to both.

Payment shall be made to SUPPLIER only after NOVO NORDISK has approved the Delivery. SUPPLIER shall not request or include in any invoice any charges to be paid in advance of any Delivery, whether designated as initiation fees, structured payments, project start-up fees or otherwise; except when NOVO NORDISK has agreed in advance to pay third-party costs such as hotel or travel costs in advance, and only in accordance with the terms of this Agreement.

ANNEX B TO THE ONE-OFF TRADING AGREEMENT

PRICES FOR THE DELIVERIES

The following prices and/or discounts have been agreed. These are the maximum rates SUPPLIER may charge NOVO NORDISK for any Deliveries under the Agreement.

All prices are exclusive of VAT but inclusive of all applicable environmental, freight charges and other taxes, fees or duties.

SUPPLIER may not demand supplemental charges of any kind in addition to the prices specified.

Leverance	Slutdato	pris ekskl. Moms
Spørgeskema	16-okt	25.000 kr.
udvikling af spørgeramme		
opsætning i SurveyXact og pilottest		
inkl. Nyt domæne-navn		
Indsamling af data (17.10-28.10)	01-nov	45.000 kr.
deling af link via mail (1400) og nyhedsbrev (76.000)		
svar på diverse mails og facebook omkring undersøgelsen		
facebook kampagne		
Analyse af data	16-dec	55.000 kr.
rå data-delning med NN i ønsket format		
diskussion med NN vigtigste fund og ønsker til rapport		
udarbejdelse af rapport		
I alt		125.000 kr.

The agreed maximum prices are fixed for the entire term of the Agreement and may not be increased by SUPPLIER for any NOVO NORDISK or Order.

ANNEX C TO THE ONE-OFF TRADING AGREEMENT

SERVICES, SERVICE LEVELS AND KEY PERFORMANCE INDICATORS

1. PRODUCT/SERVICE SPECIFICATIONS FOR THE DELIVERIES

Leverance	Slutdato	pris ekskl. Moms
Spørgeskema udvikling af spørgeramme opsætning i SurveyXact og pilottest inkl. Nyt domæne-navn	16-okt	25.000 kr.
Indsamling af data (17.10-28.10) deling af link via mail (1400) og nyhedsbrev (76.000) svar på diverse mails og facebook omkring undersøgelsen facebook kampagne	01-nov	45.000 kr.
Analyse af data rå data-delning med NN i ønsket format diskussion med NN vigtigste fund og ønsker til rapport udarbejdelse af rapport	16-dec	55.000 kr.
I alt		125.000 kr.

2. SERVICE LEVELS AND KEY PERFORMANCE INDICATORS

See the service specifications above.

ANNEX D1 TO THE ONE-OFF TRADING AGREEMENT

Terms and Conditions for Deliveries (goods and services)

1.PLACE AND TIME FOR DELIVERIES

1.1.The time of delivery and delivery address are to be delivered to Novo Nordisk Scandinavia A/S

1.2.The terms of delivery for all goods supplied as part of the Deliveries are DDP (INCOTERMS 2010).

2.QUALITY OF DELIVERIES

The SUPPLIER represents and warrants that all Deliveries:

- (a)Fulfil the specifications, descriptions and quality requirements set forth in the Agreement, including Annex C;
- (b)Conform to all samples, drawings, descriptions and specifications provided to NOVO NORDISK by SUPPLIER;
- (c)Are performed with at least the level of diligence, skill and care customary in the SUPPLIER's profession or industry;
- (d)Comply with all laws, regulations and regulatory requirements applicable at the time and place of delivery, including without limitation those relating to environmental standards, safety standards, labelling standards;
- (e)Do not infringe the rights of third Parties, including without limitation all intellectual property and other intangible rights;
- (f)Are supplied to NOVO NORDISK free of defects;
- (g)Conform to all standards referred to on any part of the goods delivered and in any packaging and/or documentation with or in relation to which the Deliveries are supplied;
- (h)Are of satisfactory quality and fit for any intended purposes expressly or impliedly made known to the SUPPLIER;
- (i)Are supplied together with the benefits of and rights to claim under all warranties or guarantees provided by the manufacturer.

3.DELIVERIES OF SERVICES

For all Deliveries of services, the SUPPLIER shall ensure that:

- (a)the correct resources are in place for the assignment to be carried out by the agreed time;
- (b)Quality control measures are in place to assure that the work carried out conforms to that specified in the Agreement;

(c) quality control documentation can be forwarded to NOVO NORDISK quarterly on request; and

(d) NOVO NORDISK is informed about any complaints made directly to the SUPPLIER by NOVO NORDISK concerning any SUPPLIER failure or non-compliance in connection with the Deliveries.

SUPPLIER must provide to NOVO NORDISK the names and contact details of the key persons who will constitute SUPPLIER's delivery team for the Agreement. The SUPPLIER shall provide a curriculum vitae for each employee at the request of NOVO NORDISK and ensure that the employee in question consents to such. The named delivery team will contribute appreciably on a continuous basis to the production of the Deliveries. NOVO NORDISK shall be informed immediately if any of the delivery team members listed in the Agreement no longer work on the account. Team members can only be replaced with the written consent of NOVO NORDISK in each and every case.

The quality of the service Deliveries and SUPPLIER's delivery team may be evaluated by a person appointed by NOVO NORDISK. NOVO NORDISK may undertake an evaluation at any time but will as far as possible arrange evaluations in agreement and consultation with the SUPPLIER. Should such an evaluation raise doubts over the suitability and qualifications of any member of SUPPLIER's delivery team, NOVO NORDISK is entitled to demand that the employee be replaced on the delivery team.

If the SUPPLIER's ability to supply the service Deliveries is affected by an employee's long-term sickness or resignation or other circumstances beyond the SUPPLIER's control, the SUPPLIER is obliged to make another qualified employee available without delay.

The SUPPLIER agrees to train its employees and/or sub-suppliers, who are to work for NOVO NORDISK, with regard to NOVO NORDISK's requirements in accordance with this Agreement. NOVO NORDISK may demand documentation of this training at any time.

If requested by NOVO NORDISK, SUPPLIER shall hand over all supplier material, including without limitation drafts, preparatory materials and preproduction files, within ten (10) working days provided the related Deliveries have been fully paid for. NOVO NORDISK's ability to rework and edit all supplier material including computer files produced by SUPPLIER under this Agreement shall not be limited by any means.

4. DELIVERIES OF GOODS

The SUPPLIER is responsible for ensuring that all Deliveries of goods are lawfully labelled, including without limitation that goods are CE-marked according to European Directives where relevant.

NOVO NORDISK's acceptance of Deliveries of goods is conditioned on SUPPLIER's compliance with the following:

- (a) The packing slip must be placed in a plastic pocket with the PO number, as well as the recipient's NN initials, building and room number, visible on the outside of the package/consignment. The packing slip must contain a product description and the number of units per product number. This requirement applies also when it has been agreed that Deliveries are to be supplied directly in "cages".
- (b) Each consignment must contain goods under one PO number only. Several packages may be included in one consignment, provided that each package

is marked with the individual and total package numbers (e.g., package 1 of 10, package 2 of 10, etc.).

- (c) Packages that must be kept refrigerated/frozen must be clearly and conspicuously marked as such on the outside of each package.
- (d) Partial Deliveries must be clearly and conspicuously marked as such on the packing slip so that it is visible without taking the packing slip out of the plastic pocket.
- (e) NOVO NORDISK may designate certain goods as "critical" or as having an "impact on product quality" in Annex C. When such goods are supplied, the goods must not previously have been delivered to NOVO NORDISK due to the risk of cross-contamination. If the SUPPLIER nevertheless wishes to supply such goods, the entire delivery must be thoroughly cleaned, i.e. both the goods and the packaging.
- (f) All Deliveries must be appropriately protected from external damage at the time of delivery, e.g. damage due to temperature fluctuations, light, other goods and materials being transported and other relevant factors.
- (g) All Deliveries of hazardous goods must comply with the provisions of the Agreement and statutory requirements applicable at the time of delivery.

NOVO NORDISK shall make a reasonable inspection of the Deliveries without undue delay after their receipt at the place specified in the Agreement.

5. DEFECTIVE DELIVERIES

Deliveries are defective when they fail to meet the SUPPLIER's warranties and representations under this Agreement. Where a Delivery or part of a Delivery proves to be defective, NOVO NORDISK is entitled to demand that the SUPPLIER replace, repair or correct the defective Delivery at the SUPPLIER's own cost. The SUPPLIER shall provide the replacement, repaired or corrected Delivery immediately. NOVO NORDISK is entitled to decline an entire Delivery if the defective goods or services constitute a substantial proportion of the overall Delivery. For Deliveries that cannot be replaced, repaired or corrected to NOVO NORDISK's satisfaction, NOVO NORDISK shall be entitled to a refund of all amounts paid in connection with those Deliveries.

The SUPPLIER's obligation to replace defective Deliveries applies for a period of 24 months from the date of delivery.

NOVO NORDISK's right to replacement of defective Deliveries in no way limits NOVO NORDISK's right to claim compensation for claims, losses and damages caused by the defective Delivery.

NOVO NORDISK shall have the right, at its option in lieu of demanding replacement, repair or correction of a materially defective Delivery, to obtain substitute Deliveries from another source and to recover the cost of obtaining the substitute Delivery. NOVO NORDISK shall have the right to set off all costs of obtaining the substitute Delivery against any other fees or invoices outstanding under this Agreement.

6. DELAYED DELIVERIES

The SUPPLIER must inform NOVO NORDISK immediately by email if the SUPPLIER expects a specific Delivery of goods or services to be delivered late or not at all. When

notifying NOVO NORDISK of a late delivery, the SUPPLIER must provide an estimated actual delivery time if known. NOVO NORDISK is entitled to decline significantly delayed deliveries. NOVO NORDISK's failure to exercise this right to decline a delivery will not result in the loss of any entitlement to claim compensation for any loss or damage that may be caused by the delay.

7.SPARE PARTS AND MAINTENANCE

Where the Products supplied consist of machinery, equipment, software or similar items, the SUPPLIER undertakes to be in a position to supply spare parts, user instructions and relevant services to NOVO NORDISK for a period of at least five (5) years from the main Delivery. These auxiliary services are to be supplied on financially competitive and customary terms.

8.RETURNS

NOVO NORDISK is entitled to return Deliveries of goods, other than goods that have been made to order for NOVO NORDISK, by notifying the SUPPLIER within seven days from the date of delivery, and provided that the Deliveries are returned undamaged and unopened in their original packaging. NOVO NORDISK shall return the Deliveries to the SUPPLIER without undue delay after the date of notice and at NOVO NORDISK's own expense.

Other goods, equipment and services may be returned/replaced if NOVO NORDISK and the SUPPLIER so agree.

9.THE WORKING PROCESS

SUPPLIER is responsible for managing the process of producing the Deliveries. NOVO NORDISK shall co-operate with SUPPLIER and shall free of charge provide SUPPLIER with all data and information necessary to produce the Deliveries.

SUPPLIER will use all reasonable efforts to comply with the agreed time schedule set forth in the Agreement.

NOVO NORDISK shall upon request provide evidence for any assertion or statement which it requires the SUPPLIER to incorporate into the Deliveries and shall update such information whenever necessitated by material change.

NOVO NORDISK is responsible for checking and approving all printed materials for publication on submission by SUPPLIER. SUPPLIER is responsible for seeking approval in writing from an individual authorised to act on behalf of NOVO NORDISK.

10.THIRD-PARTY EXPENSES

Prior approval and re-invoicing

Subject to NOVO NORDISK's prior written consent and only as specified in the Agreement, the SUPPLIER may incur and re-invoice to NOVO NORDISK third-party expenses associated with the production of the Deliveries. Third-Party expenses may be paid in advance only when agreed in advance and when necessary to secure supply of the Deliveries from those third parties. Any approved advance payments shall be invoiced separately from other fees and costs.

All third-party expenses are to be re-invoiced:

- (a) Separately from invoice for SUPPLIER's fees and itemized,
- (b) at actual cost,

- (c) exclusive of all VAT or other taxes to which SUPPLIER has the right to a refund,
- (d) without mark up, and
- (e) including any bonus, commission or discount obtained by the SUPPLIER.

All VAT and other taxes related to re-invoiced expenses, to which SUPPLIER has the right to a refund, shall not be re-invoiced to NOVO NORDISK. Only in cases where SUPPLIER does not have a right to refund of VAT or other taxes, may SUPPLIER re-invoice these amounts to NOVO NORDISK.

Documentation

SUPPLIER shall obtain complete documentation, including receipts, for all re-invoiced third-party expenses and related VAT and other taxes. SUPPLIER shall provide documentation to NOVO NORDISK for all such costs at the request of NOVO NORDISK. NOVO NORDISK may withhold payment for any third-party expenses until SUPPLIER has produced the necessary receipts and documentation.

SUPPLIER's management responsibilities

The SUPPLIER is responsible for having all contact to the third-party suppliers and for administration of its own VAT payments to third parties for re-invoiced expenses. SUPPLIER shall specify the cost, if any, of administering the relationship to the third-party suppliers in the Agreement. SUPPLIER may not charge any fees or supplemental charges for administration unless approved in the Agreement.

11. TRAVEL

Travel expenses for SUPPLIER's personnel in connection with the Deliveries will be handled on the same conditions as for third-party expenses; however, NOVO NORDISK will not compensate SUPPLIER employees' travel time. For SUPPLIER's meetings with NOVO NORDISK, NOVO NORDISK must approve in advance SUPPLIER's proposal for the number of persons travelling and the cost of travelling to the meeting.

For all travel arrangements in connection with the Deliveries, SUPPLIER shall comply with the NOVO NORDISK travel guidelines in force. SUPPLIER shall confer with NOVO NORDISK to ensure compliance with the relevant travel guidelines.

12. ADMINISTRATIVE COSTS

The costs of phone, fax, day-to-day printing and email necessary for producing the Deliveries are to be borne by SUPPLIER.

ANNEX D2 TO THE ONE-OFF TRADING AGREEMENT

Terms and Conditions for Deliveries (services only)

1.QUALITY OF DELIVERIES

The SUPPLIER represents and warrants that all Deliveries:

- (a) Fulfil the specifications, descriptions and quality requirements set forth in the Agreement, including Annex C;
- (b) Conform to all samples, drawings, descriptions and specifications provided to NOVO NORDISK by SUPPLIER;
- (c) Are performed with at least the level of diligence, skill and care customary in the SUPPLIER's profession or industry;
- (d) Are of satisfactory quality and fit for any intended purposes expressly or impliedly made known to the SUPPLIER;
- (e) Comply with all laws, regulations and regulatory requirements applicable at the time and place of delivery, including without limitation those relating to environmental standards, safety standards, labelling standards;
- (f) Do not infringe the rights of third Parties, including without limitation all intellectual property and other intangible rights.

2.DELIVERIES OF SERVICES

For all Deliveries of services, the SUPPLIER shall ensure that:

- (a) the correct resources are in place for the assignment to be carried out by the agreed time;
- (b) Quality control measures are in place to assure that the work carried out conforms to that specified in the Agreement;
- (c) quality control documentation can be forwarded to NOVO NORDISK quarterly on request; and
- (d) NOVO NORDISK is informed about any complaints made directly to the SUPPLIER by NOVO NORDISK concerning any SUPPLIER failure or non-compliance in connection with the Deliveries.

SUPPLIER must provide to NOVO NORDISK the names and contact details of the key persons who will constitute SUPPLIER's delivery team for the Agreement. The SUPPLIER shall provide a curriculum vitae for each employee at the request of NOVO NORDISK and ensure that the employee in question consents to such. The named delivery team will contribute appreciably on a continuous basis to the production of the Deliveries. NOVO NORDISK shall be informed immediately if any of the delivery team members listed in the Agreement no longer work on the account. Team members can only be replaced with the written consent of NOVO NORDISK in each and every case.

The quality of the service Deliveries and SUPPLIER's delivery team may be evaluated by a person appointed by NOVO NORDISK. NOVO NORDISK may undertake an evaluation at any time but will as far as possible arrange evaluations in agreement and consultation with the SUPPLIER. Should such an evaluation raise doubts over the suitability and qualifications of any member of SUPPLIER's delivery team, NOVO NORDISK is entitled to demand that the employee be replaced on the delivery team.

If the SUPPLIER's ability to supply the service Deliveries is affected by an employee's long-term sickness or resignation or other circumstances beyond the SUPPLIER's control, the SUPPLIER is obliged to make another qualified employee available without delay.

The SUPPLIER agrees to train its employees and/or sub-suppliers, who are to work for NOVO NORDISK, with regard to NOVO NORDISK's requirements in accordance with this Agreement. NOVO NORDISK may demand documentation of this training at any time.

If requested by NOVO NORDISK, SUPPLIER shall hand over all supplier material, including without limitation drafts, preparatory materials and preproduction files, within ten (10) working days provided the related Deliveries have been fully paid for. NOVO NORDISK's ability to rework and edit all supplier material including computer files produced by SUPPLIER under this Agreement shall not be limited by any means.

3.DEFECTIVE DELIVERIES

Deliveries are defective when they fail to meet the SUPPLIER's warranties and representations under this Agreement. Where a Delivery or part of a Delivery proves to be defective, NOVO NORDISK is entitled to demand that the SUPPLIER replace, repair or correct the defective Delivery at the SUPPLIER's own cost. The SUPPLIER shall provide the replacement, repaired or corrected Delivery immediately. NOVO NORDISK is entitled to decline an entire Delivery if the defective services constitute a substantial proportion of the overall Delivery. For Deliveries that cannot be replaced, repaired or corrected to NOVO NORDISK's satisfaction, NOVO NORDISK shall be entitled to a refund of all amounts paid in connection with those Deliveries.

The SUPPLIER's obligation to replace defective Deliveries applies for a period of 24 months from the date of delivery.

NOVO NORDISK's right to replacement of defective Deliveries in no way limits NOVO NORDISK's right to claim compensation for claims, losses and damages caused by the defective Delivery.

NOVO NORDISK shall have the right, at its option in lieu of demanding replacement, repair or correction of a materially defective Delivery, to obtain substitute Deliveries from another source and to recover the cost of obtaining the substitute Delivery. NOVO NORDISK shall have the right to set off all costs of obtaining the substitute Delivery against any other fees or invoices outstanding under this Agreement.

4.DELAYED DELIVERIES

The SUPPLIER must inform NOVO NORDISK immediately by email if the SUPPLIER expects a specific Delivery of goods or services to be delivered late or not at all. When notifying NOVO NORDISK of a late delivery, the SUPPLIER must provide an estimated actual delivery time if known. NOVO NORDISK is entitled to decline significantly delayed deliveries. NOVO NORDISK's failure to exercise this right to decline a delivery will not result in the loss of any entitlement to claim compensation for any loss or damage that may be caused by the delay.

5.THE WORKING PROCESS

SUPPLIER is responsible for managing the process of producing the Deliveries. NOVO NORDISK shall co-operate with SUPPLIER and shall free of charge provide SUPPLIER with all data and information necessary to produce the Deliveries.

SUPPLIER will use all reasonable efforts to comply with the agreed time schedule set forth in Annex C.

NOVO NORDISK shall upon request provide evidence for any assertion or statement which it requires the SUPPLIER to incorporate into the Deliveries and shall update such information whenever necessitated by material change.

NOVO NORDISK is responsible for checking and approving all printed materials for publication on submission by SUPPLIER. SUPPLIER is responsible for seeking approval in writing from an individual authorised to act on behalf of NOVO NORDISK.

6.THIRD-PARTY EXPENSES

Prior approval and re-invoicing

Subject to NOVO NORDISK's prior written consent and only as specified in the Agreement, the SUPPLIER may incur and re-invoice to NOVO NORDISK third-party expenses associated with the production of the Deliveries. Third-Party expenses may be paid in advance only when agreed in advance in the Agreement and when necessary to secure supply of the Deliveries from those third parties. Any approved advance payments shall be invoiced separately from other fees and costs.

All third-party expenses are to be re-invoiced:

- (a) Separately from invoice for SUPPLIER's fees and itemized,
- (b) at actual cost,
- (c) exclusive of all VAT or other taxes to which SUPPLIER has the right to a refund,
- (d) without mark up, and
- (e) including any bonus, commission or discount obtained by the SUPPLIER.

All VAT and other taxes related to re-invoiced expenses, to which SUPPLIER has the right to a refund, shall not be re-invoiced to NOVO NORDISK. Only in cases where SUPPLIER does not have a right to refund of VAT or other taxes, may SUPPLIER re-invoice these amounts to NOVO NORDISK.

Documentation

SUPPLIER shall obtain complete documentation, including receipts, for all re-invoiced third-party expenses and related VAT and other taxes. SUPPLIER shall provide documentation to NOVO NORDISK for all such costs at the request of NOVO NORDISK. NOVO NORDISK may withhold payment for any third-party expenses until SUPPLIER has produced the necessary receipts and documentation.

SUPPLIER's management responsibilities

The SUPPLIER is responsible for having all contact to the third-party suppliers and for administration of its own VAT payments to third parties for re-invoiced expenses. SUPPLIER shall specify the cost, if any, of administering the relationship to the third-party suppliers in the Agreement. SUPPLIER may not charge any fees or supplemental charges for administration unless approved in written.

7. TRAVEL

Travel expenses for SUPPLIER's personnel in connection with the Deliveries will be handled on the same conditions as for third-party expenses; however, NOVO NORDISK will not compensate SUPPLIER employees' travel time. For SUPPLIER's meetings with NOVO NORDISK, NOVO NORDISK must approve in advance SUPPLIER's proposal for the number of persons travelling and the cost of travelling to the meeting.

For all travel arrangements in connection with the Deliveries, SUPPLIER shall comply with the NOVO NORDISK travel guidelines in force. SUPPLIER shall confer with NOVO NORDISK to ensure compliance with the relevant travel guidelines.

8. ADMINISTRATIVE COSTS

The costs of phone, fax, day-to-day printing and email necessary for producing the Deliveries are to be borne by SUPPLIER.

ANNEX F TO THE FRAMEWORK TRADING AGREEMENT

RESPONSIBLE SOURCING STANDARDS

SUPPLIER'S OBLIGATIONS

The SUPPLIER shall comply with the Novo Nordisk Responsible Sourcing Standards as set out below and apply these, or equivalent standards, in their own supply chain.

The SUPPLIER shall maintain and provide, upon request, the documentation necessary to demonstrate compliance with these standards, applicable laws and regulations.

If the SUPPLIER faces difficulties in conforming to these standards, the SUPPLIER has the obligation to inform Novo Nordisk, as soon as possible, about these problems and implement corrective action(s), mutually agreed upon.

TERMINATION

If there is a material breach of the Novo Nordisk Responsible Sourcing Standards, Novo Nordisk reserves the right to terminate the Agreement. A material breach is constituted if the SUPPLIER is in breach of the standards and cannot agree with Novo Nordisk on corrective action(s), or does not implement the agreed corrective action(s).

RESPONSIBLE SOURCING AUDIT CLAUSE

The SUPPLIER shall be committed to Responsible Sourcing audits of its compliance with the Responsible Sourcing Standards conducted by Novo Nordisk or external experts appointed by Novo Nordisk. A Responsible Sourcing audit will be scheduled with minimum 30 days' notice. The SUPPLIER shall co-operate in scheduling and carrying out these audits. Responsible Sourcing audits will be carried out on-site and representatives from Novo Nordisk may examine relevant documents, resources, facilities and records during such audits. If non-conformities are identified during these audits, the SUPPLIER and Novo Nordisk will discuss the non-conformities and work together cooperatively, diligently and in good faith to identify and implement corrective action(s). Corrective action(s) shall be agreed upon within 30 days and the SUPPLIER shall initiate and implement such action(s) within the timeframe as therein agreed upon.

NOVO NORDISK RESPONSIBLE SOURCING STANDARDS

GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

Novo Nordisk expects business partners to operate in compliance with applicable laws, rules and regulations. If the standards differ from national laws, the highest standard will be applied. The standards do not replace local laws.

BUSINESS ETHICS

Business partners shall conduct their business in an ethical manner and act with integrity.

Business integrity

All forms of extortion, embezzlement and facilitation payments are prohibited. Business partners shall not pay or accept bribes to obtain undue or improper advantage.

Inappropriate financial or material benefits, such as expensive gifts or extravagant entertainment, may not be offered or received by Novo Nordisk purchasers or other counterparts in Novo Nordisk in an attempt to influence business decisions.

Business partners shall declare any conflict of interest that may affect the performance of tasks or provision of services to Novo Nordisk.

Identification of concerns

Business partners shall encourage employees to report concerns and illegal activities in the work-place without threat of reprisal, intimidation or harassment. Business partners shall investigate and take corrective action if needed.

Privacy

Business partners shall safeguard and make proper use of confidential information to ensure that company, employees, and patient privacy rights are protected.

LABOUR RIGHTS

Business partners shall be committed to respecting the human rights of workers and to treat them with dignity.

Freely chosen employment

Employees shall have a copy of their written employment contract or letter, setting out the terms and conditions of their employment.

Employees shall not be required to hand over their identity papers to secure employment unless required to do so by local law. If this is the case, employees shall have access to their papers at all times. Employees shall be free to leave their jobs, after reasonable notice, and are paid on time and in full for the work they have done prior to leaving.

Business partners shall not use forced, bonded, indentured labour, involuntary prison labour, slavery or human trafficking. This includes transporting, harbouring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labour or services.

Child labour and young workers

Business partners shall not use child labour, as defined by the national laws in the country of operation. Young workers under the age of 18, and above the child labour age, must not carry out work that can hinder their education or health such as handling of chemicals, strenuous physical labour and night shifts.

Equal opportunities

Business partners shall provide a workplace free of discrimination and harassment. Discrimination for reasons such as race, national origin, colour, caste, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, pregnancy or marital status is not accepted.

Freedom from discrimination applies to all stages of employment: the recruitment process, working conditions, remuneration, development, promotion and termination. Employees shall not be subjected to medical tests that can be used in a discriminatory way by eg discriminating against persons with chronic diseases.

Treatment of employees

Business partners shall provide a workplace free of harsh and inhumane treatment, including any sexual or physical abuse, corporal punishment, mental or physical coercion, verbal abuse of workers, or threats of any such treatment.

Working hours

Business partners shall be committed to providing permissible working hours, which means that working hours shall not regularly exceed 48 hours of work per week with additional pre-agreed overtime not exceeding 12 hours per week (not exceed maximum working hours of 60 hours per week).

Pre-agreed overtime work shall be infrequent, voluntary, and in accordance with prescribed legal procedures. Accurate records of regular and overtime working hours and payroll records shall be maintained for all employees.

Wages and benefits

Business partners shall pay employees at least the minimum wage required by law.

All legally required benefits and bonuses shall be paid to employees on time and in full.

Compensation for overtime shall be remunerated at a higher rate than the hourly rate and should as a minimum follow local laws.

Wage deductions as a disciplinary measure shall not be permitted, nor shall any wage deductions not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures shall be recorded.

Time off and leave

Business partners shall ensure that employees have reasonable breaks during their work day. Employees shall be allowed at least 24 consecutive hours of rest in every 7 day period and are entitled to take paid annual leave, in accordance with local law. Employees are entitled to leave for sickness, family reasons, maternity, public holidays and occupational diseases or injuries in accordance with national regulations. The leave shall be paid in accordance with local rules. Public holidays shall not be counted as part of the annual leave.

Freedom of association

Business partners shall respect the rights of workers, as set forth in local laws, to associate freely, join or not join labour unions, seek representation and join workers' councils. Workers shall be able to bargain collectively, and worker representatives shall not be discriminated against. Employees shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation or harassment.

HEALTH AND SAFETY

Business partners shall provide a safe and healthy working environment, including living quarters if provided by the company.

Worker protection

Business partners shall have systems in place to plan and maintain a healthy and safe physical and psycho-social working environment.

Accidents and occupational ill health shall be prevented and exposure to chemical, biological and physical hazards, and physically demanding tasks, must comply with local laws and regulations.

Hazards shall be controlled. If hazardous exposure cannot be avoided by technical mitigation, the employees must be provided with appropriate and well-maintained personal protective equipment.

Emergency preparedness and response

Business partners shall identify and assess emergency situations in the workplace, including in living quarters if relevant, and minimise the potential impact of any emergency by implementing emergency plans and response procedures.

Business partners shall provide sufficient fire exits, escape routes and firefighting equipment.

Information on hazardous materials

Business partners shall ensure that safety information relating to hazardous materials is available to educate, train, and protect employees from hazards.

Sanitation

Business partners shall provide unlimited access to drinking water and hygienic toilet facilities in the workplace, and in any accommodation provided by the company.

ENVIRONMENT

Business partners shall provide unlimited access to drinking water and hygienic toilet facilities in the workplace, and in any accommodation provided by the company.

Environmental authorisations

Business partners shall comply with all applicable environmental regulations. All required environmental permits, licences, registration of information and restrictions shall be obtained and their operational and reporting requirements followed.

Waste and emissions

Business partners shall have systems in place to ensure the safe handling, movement, storage, disposal, recycling, reuse or management of raw materials, waste, air emissions and wastewater discharges. Any waste, wastewater or air emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and where necessary treated prior to release into the environment in accordance with national requirements.

Protection on the ground, spills and releases

Business partners shall ensure effective protection on the ground and have systems in place to prevent and mitigate accidental spills and releases to the environment and ensure that air, noise and odour pollution are within nationally defined limits.

Responsible sourcing of minerals

Business partners shall document and disclose any use of conflict minerals from a country that has directly or indirectly financed or benefited armed groups if relevant for the functionality of the final product manufactured by Novo Nordisk.

Conflict minerals include columbite-tantalite, cassiterite, wolframite (or their derivatives tantalum, tin and tungsten) or gold.

MANAGEMENT SYSTEMS

Business partners shall use management systems to facilitate continuous improvement within business ethics, labour, human rights, health, safety and the environment. The management system will vary in size and level of formality, depending on size and nature of the company.

Commitment and accountability

Business partners shall demonstrate a commitment to the standards described in this document by allocating appropriate resources and incorporating relevant aspects of the standards into policies and procedures.

Legal and customer requirements

Business partners shall identify and comply with applicable laws, regulations, standards and relevant customer requirements.

Risk management

Business partners shall identify and manage risks related to business ethics, labour and human rights, health and safety, environmental and legal compliance. Business partners shall continuously determine the relative significance of each risk, and take steps to prevent and mitigate them.

Documentation

Business partners shall maintain documentation necessary to demonstrate conformance with these standards and compliance with applicable laws and regulations. Business partners shall disclose all such original information to appropriate parties. Original information must not be altered, changed or deleted.

Communication and training

Business partners shall communicate relevant legal requirements, internal procedures and other information to employees, including external employees working for the business partner.

Business partners shall provide training to ensure that employees and management have the appropriate level of knowledge, skills and ability to carry out their work in accordance with internal procedures and legal requirements.

Continuous improvements

Business partners are expected to continuously improve, by setting performance objectives, executing implementation plans and undertaking

necessary improvements identified by internal or external assessments, inspections or management reviews.

Sub-suppliers

Business Partners shall apply the Novo Nordisk responsible sourcing standards, or equivalent business standards, in their own supply chain. The purpose is to ensure that suppliers of products and services to Novo Nordisk (Novo Nordisk sub-suppliers) also live up to the principles in responsible sourcing standards. On request, business partners shall inform Novo Nordisk of the production site of any products sold to Novo Nordisk.

ANNEX G TO THE ONE-OFF TRADING AGREEMENT

REQUIREMENTS FOR SUPPLIER'S QUALITY MANAGEMENT

The SUPPLIER shall maintain the quality management practices, procedures and standards described in this Annex at a minimum throughout the term of the Agreement. The SUPPLIER shall work diligently and in good faith to implement any remediation measures agreed with NOVO NORDISK as part of this Annex.

Area	Text	Reply from the SUPPLIER <i>(shall be documented by forwarding annexes)</i>
Quality management	Has the company been certified pursuant to an official quality management scheme (e.g. ISO 9001) (If yes – forward documentation)	
	If the above criterion has been met, the following questions do not have to be answered	
Documentation requirements	<p>Has the company: Prepared and implemented a relevant quality policy?</p> <p>Introduced a method to ensure that it is kept abreast of applicable legislation and made arrangements to be informed of new/changed legal requirements?</p>	
Process control	<p>Has the company prepared and implemented all necessary documents to ensure: Correct handling of requests, contact or order processing and any changes?</p> <p>Efficient planning and management of all processes?</p> <p>Collection and filing of registrations to document the quality of the completed processes?</p>	
Education and training	<p>Has the company ensured that the relevant: Need for education and training is secured? Including education agreed with the NOVO NORDISK Group</p>	

	<p>Education is planned and carried out?</p> <p>Education is registered?</p>	
Corrective action	<p>Has the company started to register and process corrective action (<i>customer complaints, non-compliance</i>)?</p>	
Products	<p>Has the company ensured that products:</p> <p>Are packaged to be suited for storage and transportation?</p> <p>Are labelled unambiguously and in accordance with requirements from the authorities and <i>NOVO NORDISK</i>?</p>	
Purchase process	<p>Has the company ensured that:</p> <p>Products purchased are in accordance with the specified purchase requirements?</p> <p>Requirements are made for the quality management of the subsuppliers? Shall as a minimum be specified in this document with regard to the subsuppliers who supply products to the <i>NOVO NORDISK</i> Group.</p>	

