

Sponsorship Agreement with non-HealthCare Organization Special Terms

This Agreement is made by and between Sanofi A/S, a company duly registered under the laws of Denmark under the business identity number 19064301, having its principal place of business at Lyngbyvej 2, DK-2100, Copenhagen, Denmark (hereinafter “**SANOFI**”), and

<input type="checkbox"/> RECIPIENT	
Name:	Diabetesforeningen (Diabetes Patient Association)
Address:	Stationsparken 24, st. tv. 2600 Glostrup
CVR:	DK-35231528

(hereinafter referred to as the “**RECIPIENT**”)

RECIPIENT and SANOFI are hereinafter referred to individually as the “**PARTY**” or collectively as the “**PARTIES**”.

1. GENERAL INFORMATION

RECIPIENT's status:	Patient Association
RECIPIENT's general mission:	Diabetesforeningen is an association with the mission of improving the quality of life for diabetics by taking care of Danish diabetics' interests.

Contact information of the recipient			
First name:	Maria	Last name:	Iversen
E-mail:	mai@diabetes.dk		

Contact person within SANOFI			
First name:	Julie	Last name:	Mill
E-mail:	Julie.Mill@sanofi.com		

2. DURATION OF THE AGREEMENT

Notwithstanding its signature date, the Agreement shall be effective from the “Effective Date” to the “End Date” mentioned below:

Effective Date:	Date of last given signature
End Date:	31 st of October 2019

Any amendment to the Agreement shall be made in writing and signed by both Parties.

3. DESCRIPTION OF THE ACTIVITIES PERFORMED BY RECIPIENT

Description of the Activity performed by the RECIPIENT:	<p>To arrange “Diabetestopmøde” on the yearly peoples meeting on Bornholm. The meeting will be arranged by Diabetesforeningen together with three partners.</p> <p>The meeting will focus on relevant topics with the field of diabetes such as – The quality of treatment, the future aspects of diabetes treatment in Denmark and many more. The overall purpose with the “Diabetestopmødet” is to create a political focus on diabetes treatment and the national plan of action and what it potentially can do. The date of the meeting is June 15th.</p>
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(The details of the Activity are provided in Appendix "Description of the Activity" of this Agreement)

4. TRADEMARKS

Will RECIPIENT use SANOFI trademarks under this Agreement? *(Please tick as appropriate)*

YES NO

5. DESCRIPTION OF THE COUNTERPART

Description of what Sanofi will receive from recipient:	Sanofi will participate in the debate and act as a host.
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(The details of the Activity are provided in Appendix "Description of the Activity and/or Counterpart" of this Agreement)

6. FINANCIAL CONDITIONS

In consideration of the Activities performed and the provision of the Counterpart, SANOFI shall pay to RECIPIENT the following amount:

Amount in letters, DKK:	FORTY THOUSAND
Amount in figures, DKK:	40.000,00 DKK

The Counterpart is split as follows:

COUNTERPART	ASSOCIATED BUDGET
Concept development	19.000,00 DKK
Venue set-up	10.000,00 DKK
Moderator	5.000,00 DKK
Communication	2.000,00 DKK
Provisioning	2.500,00 DKK
Reimbursement fees for panel participants	1.500,00 DKK
Total	40.000,00 DKK

7. PAYMENT TERMS

All sums due under the Agreement shall be paid by SANOFI to the RECIPIENT by wire transfer in a bank account located in the country where the RECIPIENT is duly registered. The RECIPIENT will ensure that all invoices sent to Sanofi are correctly detailed, by specifying in particular the amount and associated Mission. Payments of undisputed invoices shall be made within thirty (30) days following the date of issue of the invoice.

Invoices shall mention the following: the name and address of each Party, the Effective Date of the Agreement, the price net of any taxes, the references of the banking account to which the payments must be made.

Invoice should be sent as pdf to: SanofiDK.Invoices@recall.se. If not possible send to: Sanofi A/S, FE 146, 831 88 Östersund, Sweden. Invoice(s) shall be sent no longer than three (3) months after the end of the Mission.

8. SIGNATURE

This Agreement has been drawn up in two (2) copies, of which the parties mentioned below shall retain one copy each.

***IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on their behalf, as of the Effective date. In the event that the Parties execute this Agreement by exchange of electronically signed copies or facsimile signed copies, the Parties agree that, upon being signed by all Parties, this Agreement will become effective and binding and that facsimile copies and/or electronic signatures will constitute evidence of a binding agreement with the expectation that original documents may later be exchanged in good faith.*

SANOFI Rasmus Villemoes
Rasmus Villemoes (18. apr. 2019)

Name: Rasmus S. Villemoes

Date: 18. apr. 2019

RECIPIENT Ane Eggert Jackson
Ane Eggert Jackson (23. apr. 2019)

Name: Ane Eggert Jackson

Date: 23. apr. 2019

GENERAL TERMS

This sponsorship agreement consists of these General Terms, the Special Terms and all relevant Appendices (together the "**Agreement**").

The Agreement is between SANOFI and the RECIPIENT (as defined in the Special Terms).

PREAMBLE

WHEREAS, SANOFI is a pharmaceutical company which is committed to ensure transparency within its relationships within its activities in the field of healthcare;

WHEREAS, SANOFI is willing to support certain activities of RECIPIENT and obtain counterparts from such support;

The parties therefore agree as follows:

1. Activities & counterpart. The RECIPIENT agrees to perform the Activities described in the Special Terms (hereinafter the "**Activities**"). In this regard, the RECIPIENT confirms that the Activities have a professional content relevant for the RECIPIENT's activity. Further, the RECIPIENT confirms that SANOFI's Rules for Hospitality in the appendix to the Special Terms are complied with.

In return of SANOFI's support, the RECIPIENT will provide to SANOFI the counterpart defined in the Special Terms (hereinafter the "**Counterpart**").

2. Obligations of the RECIPIENT. In consideration of the payment received under Section 3 below, the RECIPIENT shall perform the Activities and provide SANOFI with the Counterpart in good faith and accordance with the provisions of this Agreement, the laws and practices applicable to the Activities.

The RECIPIENT certifies that it has the status of sponsorship recipient.

The RECIPIENT shall immediately inform SANOFI if the funds (donation and/or other contribution) provided by SANOFI and all its Affiliates to the RECIPIENT exceeds the threshold of one hundred and fifty thousand euros (150.000€) during the calendar year of this Agreement.

If due to the changed circumstances, the RECIPIENT loses his right to receive the funding, the RECIPIENT must immediately notify SANOFI in writing and the Agreement will automatically terminate.

In invitations to the Activities, it must be clear to the recipients of such invitations that the Activities are sponsored by SANOFI and, if other pharmaceutical companies sponsor the Activities as well, it must be clear to the HCPs that the Activities are also sponsored by such other pharmaceutical companies.

3. Obligations of SANOFI. In consideration of the performance of the Activities, and the provision of the Counterpart, SANOFI shall pay a fixed price ("**Sponsor Fees**") defined in the Special Terms.

Payment terms and financial conditions are detailed in the Special Terms. The payment by SANOFI shall in

no event be subject to or construed as SANOFI influencing the professional content of the Activities.

4. Use of the Funds. The RECIPIENT agrees to use Sponsor Fees supplied pursuant to this Agreement

exclusively for expenses relating to the Activity and in compliance with the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals as well as the Danish Ethical Rules for Collaboration between Patient Organisations and the Pharmaceutical Industry.

Furthermore, representation, including travel expenses, meals, and accommodation, as well as genuine registration fees must be in compliance with the rules on the area, cf. inter alia SANOFI's rules on travel expenses, meals and accommodation, in the Appendix Hospitality Rules to the Special Terms.

In the event substantial changes are made to the topic, target, or other material aspect of the Activity, RECIPIENT shall immediately inform SANOFI and SANOFI reserves the right to withhold Sponsor Fees or require return of funds. In the event that all Sponsor Fees provided by SANOFI are not used in connection with the Activity, the RECIPIENT agrees to return unused funds to SANOFI.

SANOFI shall have the right, at its expense, to audit and examine all contracts, documents, correspondence, accounts and expense records, and any other materials, which relate specifically to the RECIPIENT's expenditure in relation with the Activity. Such audit shall be conducted by SANOFI or a third party appointed by SANOFI upon reasonable notice and at reasonable times.

5. Transparency. The Parties undertake to properly represent funding provided/received in their accounts. In the interest of transparency relating to SANOFI's financial relationships with healthcare organisations, associations and institutions, RECIPIENT shall disclose whenever necessary that it has received financial support from SANOFI. In this regard and according to section 21 of the Danish Executive Order on Advertising for Medicinal Products, the RECIPIENT must on its website disclose the funding provided by SANOFI. Such information must at the latest be disclosed on the RECIPIENT's website one month after receipt of the funding and be available on the website for at least two years after receipt of the funding.

For transparency purpose, the RECIPIENT shall mention in all its communications and publications relative to the Activity that the Activity is financially supported by SANOFI. SANOFI shall be identified as a company of "*sanofi group of companies*."

"Affiliate" shall mean Sanofi (registered in PARIS, France under the n°395 030 844, hereinafter "**SANOFI SA**") and any legal entity which is controlled by SANOFI SA or under common control with SANOFI SA or controlling SANOFI SA. **"Control"** means the direct or indirect ownership of at least fifty percent (50%) of the share capital or the voting rights of such entity or of the power to designate the majority of the members of its principal management body.

As stipulated in the Danish Ethical Rules for Collaboration between Patient Organisations and the Pharmaceutical Industry, SANOFI will publish on its website information about this Agreement, including – but not limited to – the Parties names and the Funds, as of signing of this Agreement and up to six months after termination of the Agreement. Further, SANOFI will submit same information to the Danish Ethical Committee for the Pharmaceutical Industry ("ENLI") by the end of the year and ENLI will publish same information on its website.

SANOFI agrees in signing this Agreement not to impose conditions for the RECIPIENT's professional or stakeholder-policy viewpoints, and SANOFI agrees in signing this Agreement that to have no executive duties in the RECIPIENT that have any significance for the present Agreement.

The Parties declare in signing this Agreement that the RECIPIENT shall be free to collaborate with several pharmaceutical companies and that SANOFI shall be free to collaborate with one or more patient organisations.

6. Data Privacy. The Parties will process all personal data obtained during the course of the Agreement in accordance with applicable data protection laws.

SANOFI will process any personal data received from the RECIPIENT, including – but not limited to – name, address, image and bank details of the representative of RECIPIENT and its employees (“**Personal Data**”), for purposes linked to this Agreement, to manage SANOFI’s contractual relationship with the HCP and to fulfil legal, regulatory and compliance requirements applicable to SANOFI - including, without limitation, anti-bribery laws and regulations, industry codes of conduct, audit and reporting requirements and the maintenance of accounting and tax records (“**Purposes**”).

SANOFI may disclose the Personal Data to Affiliates and to any third party providing services to SANOFI (“**Beneficiaries**”), for the Purposes described herein and for storage purposes. Except as set forth herein, the Personal Data will be kept confidential.

Personal Data may therefore be stored, processed or transferred for the Purposes to Beneficiaries possibly located in third countries that do not necessarily ensure the data protection level of the EEA member countries. SANOFI shall take all appropriate measures to safeguard and prevent access to Personal Data. SANOFI stores and processes the Personal Data for a period reasonably determined by business necessity to meet the Purposes. Objection to the processing or request (i) to access or (ii) to rectify the Personal Data, or (iii) to obtain Personal Data in a structured and machine-readable format may be done by contacting the “*Data Privacy Officer*” at SANOFI’s address. Filing complaint about the processing is also possible before the local Data Protection Authority.

By signing this Agreement the representative of the RECIPIENT consents to his/her personal data being processed, stored in a data base, and transferred to a company that belongs to SANOFI or the group of SANOFI or to third parties outside the EEA, possibly located in third countries that do not necessarily ensure the data protection level of the EEA member countries, for the Purposes.

7. Anti-bribery. RECIPIENT and SANOFI agree that the arrangements set out in this Agreement do not take effect and are not intended to take effect as an incentive or reward for a person’s past, present or future willingness to prescribe, administer, recommend (including formal recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by SANOFI or as an incentive to grant an interview for any sales or marketing purposes. RECIPIENT warrants, that it will comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 (the “**Anti-Bribery Laws**”) and; therefore that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) SANOFI by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. RECIPIENT will immediately notify SANOFI if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. RECIPIENT shall keep detailed and up to date books of the account and records of all acts and payments made by it in relation to this Agreement for a minimum period of seven (7) years and at SANOFI request make them available for inspection. RECIPIENT will ensure that such books of account and records are sufficient to enable SANOFI to verify their compliance with this section of the Agreement.

Breach by the RECIPIENT of the terms of this Section will be deemed a material breach of this Agreement and SANOFI may immediately terminate this Agreement at any time, with immediate effect and without any opportunity to remedy the breach by the RECIPIENT, by giving notice in writing to the RECIPIENT.

The rights to terminate this Agreement under this Section will be without prejudice to any other right or remedy SANOFI may have accrued up to the date of termination.

8. Trademarks. If agreed between the parties in the Special Terms, then SANOFI grants to the RECIPIENT a non-exclusive, non-transferable right to use SANOFI’s logo solely for the purpose of the Activity (hereinafter the “**Trademarks**”). The purposes, format, support and the territory will be agreed from time to time between the Parties

in accordance with this Agreement. The use of Trademarks by the RECIPIENT shall be made in accordance with SANOFI's instructions and directives. In order to ensure that the use of the Trademarks is in compliance with such instructions and directives, RECIPIENT shall send SANOFI, upon SANOFI's request, the samples of uses allowing SANOFI to verify such compliance.

SANOFI shall have the right to withdraw this authorization at any time provided that SANOFI sends a registered mail to the RECIPIENT. Fifteen (15) days after receipt of such registered mail the RECIPIENT shall cease to use Trademarks.

If not terminated earlier, this license to use the Trademarks shall cease upon termination of this Agreement.

9. Duration. This Agreement shall commence on the Effective Date and will terminate after the completion by the Parties of their respective obligations.

10. Termination. If a Party is in material breach of any term of Agreement and without prejudice to the rights of the other Party existing under the terms of the Agreement, the latter Party shall be entitled, by notification to the other Party of its decision by giving notice in writing to terminate the Agreement with immediate effect. The terminating Party shall be entitled to seek other legal remedies in law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated. Where there is a material breach of the term the breaching Party shall have no right to remedy such breach.

Additionally, the Agreement may be terminated:

- i. By mutual agreement of the Parties;
- ii. Where right to receive funding is lost in accordance with section 2;
- iii. Immediately if the RECIPIENT loses his right to receive the funding;
- iv. Thirty (30) days prior the written notification of one Party to another if the latter has breached the terms and conditions of the Agreement and failed to remedy such breach within this period of time.

11. Effect of termination. In case of early termination due to a breach by RECIPIENT, SANOFI is entitled to be refunded the amounts paid to RECIPIENT during the current year.

12. Law and Jurisdiction. The formation, existence, construction, performance, validity, interpretation and all other aspects of this Agreement shall be governed by the Laws of Denmark without reference to its conflict of laws provisions. The Parties shall try to solve by prior good faith negotiations any difficulties that may arise between them in the performance or construction of the Agreement.

Should they fail to reach an agreement, the Parties agree to submit the dispute to the exclusive jurisdiction of the competent court of Denmark.

APPENDIX HOSPITALITY RULES

SANOFI has established the following international hospitality rules. However, should there be any mandatory local regulations that are more stringent than these hospitality rules you will have to abide by those regulations.

General Principle: Hospitality reimbursement is limited to the duration of the event.

Documentation you should submit: receipts for all amounts.

Approval: SANOFI's written approval must be obtained in advance for all expenditures that are not included in the Agreement nor pre-paid by SANOFI.

Airfare: SANOFI reimburses airfare at actual cost, but not greater than:

- Economy Class for any flights within Europe;
- Economy Class or Economy Flex / Premium Economy for flights outside of Europe

SANOFI does not reimburse First Class, regardless of the cost.

Hotels SANOFI reimburses hotels at actual cost and based on the hotel price of the host country of the event. Regardless of the host country, hotel public price per night, breakfast included, must not exceed DKK 1860 (including Value Added Tax).

SANOFI does not reimburse Five-star hotels and equivalent luxurious or prestigious hotels, regardless of the cost.

Train: SANOFI reimburses train at actual cost in First Class.

Rental Cars: SANOFI does not reimburse for rental cars when ground transportation to and from the airport and meeting site is provided. In the case where ground transportation is not provided, SANOFI reimburses Rental Cars at actual cost, but not greater than:

- The least expensive locally available category or
- The second least expensive locally available category when more than two persons travelling or covered distance over 250 km.

Meal Reimbursement: Meal's price must be moderate and reasonable. SANOFI reimburses meals at actual cost and based on the price of the host country of the event (<http://www.enli.dk/regler/europakort/>). Regardless of the host country, meal's price must not exceed DKK 400 for lunch or DKK 700 for dinner (including beverage and Value Added Tax).

Congress Registration Fees: When permitted by the event organizer and by local laws and regulations, you will be registered by SANOFI directly. In such cases, any registration made directly by you will not be reimbursed.

When you cannot be registered by SANOFI directly, the reimbursement of registration fees, even if previously agreed by SANOFI, is subject to local laws and regulations and can only be done upon submission of the corresponding invoices and receipts.

Additional Expenses that WILL NOT be Covered.

First Class Airline, rental cars (when ground transportation is provided), flight change fees that occur while at the meeting, room service, mini-bar charges, entertainment such as shows, in-room video rentals, magazines and newspapers; laundry charges, meals that occur during a time when a group meal function is planned, child care, travel agency fees, and any charges for your guests or accompanying persons. When you check in at the hotel, you will be asked to provide a credit card to cover your incidental expenses.