

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

Agreement Date	16.09.2019		
Medtronic entity (Providing the Sponsorship)			
Name:	Medtronic Danmark A/S		
Company Number:	18491370		
Address:	Arne Jacobsens Allé 17, 7. Sal, DK-2300 København S		
Contact person:	Sofie Haarbo		
Institution (Receiving the Sponsorship)	Type of Institution receiving the Sponsorship:		
	<input type="checkbox"/> Professional Conference Organiser	<input type="checkbox"/> Health Care Organisation	<input checked="" type="checkbox"/> Professional Association / Society
	<input type="checkbox"/> Registered Charity		
Name:	Børnefamiliegruppen Nordjylland, Diabetesforeningen		
Address:	Højdedraget 160, 9530 Støvring		
	<i>where required, Institution provided copies of the license /articles of association/other governmental verification of the Institutions' legal status;</i>		
Contact Person:	Henning M. Thygesen		
Check this box to confirm we are not the sole sponsor of the event. <input checked="" type="checkbox"/>			
	Type of Sponsorship	Currency	Total Amount
Sponsorship	Monetary funding	DKK	2000

Check this box to confirm that this sponsorship will NOT cover HCP Attendance costs (delegates or faculties). <input checked="" type="checkbox"/>	
Check this box to confirm that this sponsorship will NOT be used to support an event taking place in a sanctioned country. <input checked="" type="checkbox"/>	
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	<i>Note: If more than one event then please list all events /the series of events over a particular time period stating whether they are CVS approved/provisionally approved, not yet assessed already.</i>

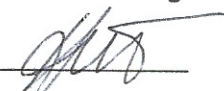

26/9-19
[Signature]


Date	16.09.2019
Title of Event	Verdens Diabetesdag Nørresundby Idrætscenter 16 Nov 2019
Location of Event	Støvring
Venue of Event	Diabetesdag Nørresundby Idrætscenter
Area of Speciality	Diabetes
CVS / internal compliance assessment	National event assessed in accordance with MedTech Code and Medtronic's Business Conduct Standards
Equipment	N/A

Deliverables	The Institution will, in consideration for the Sponsorship, and at no additional cost or expense to Medtronic, provide : <ul style="list-style-type: none"> Exhibition space <p>The Institution will be responsible for the control and selection of the program content, faculty, educational method and materials.</p>
Payment Terms	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.
Method of Payment	Payment under the Sponsorship will be paid by: <p>Electronic funds transfer into the Institution's designated account as follows:</p> <p>Institution's Bank Account Details Account holder: Børnefamiliegruppen Nordjylland, Diabetesforeningen Bank: Danske Bank Address: Copenhagen Denmark Account Number: 10844290 Sort /SWIFT Code: DABADKKK IBAN: DK92 3000 0010 8442 90</p>
Territory	Medtronic Danmark A/S

Execution

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

<p>Børnefamiliegruppen Nordjylland, Diabetesforening</p> <p>Signature: <u></u></p> <p>Name: <u>Henning M. Thygesen</u></p> <p>Date: <u>26/09-19</u></p> <p>Title: Authorised Representative</p>	<p>Medtronic Danmark A/S</p> <p>Signature: <u></u></p> <p>Name: Mette-Marie Harild</p> <p>Date: 26.09.2019</p> <p>Title: VP ABGI Nordics</p>
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26/09-19


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_its_ems/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. Termination

- 5.1 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.
- 5.2 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.

6. Confidential Information

- 6.1 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.

7. General

- 7.1 This Agreement will be governed by, and construed in accordance with, the laws of the Territory.
- 7.2 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.
- 7.3 Any Amendment to this Agreement must be in writing and signed by both parties.

8. Data Privacy

8.1 Processing of Personal Data

- 8.1.1 Institution hereby acknowledges that information which Institution provides or which is obtained in the course of the collaboration with Institution under the agreement may constitute personal data and will in such cases be held by

Medtronic in accordance with applicable data protection laws. As part of the present agreement and any related services, Medtronic may process personal data of Institution, Institution's staff members, including but not limited to its shareholders, directors, employees, trainees, interns, authorized agents, representatives and Institution's suppliers and contractors ("Institution Data").

8.1.2 Medtronic will be responsible, alone or together with Institution for the processing of Institution Data. This will mean that each of Institution and Medtronic will act as a controller and have discretion to determine why and how these personal data will be processed.

8.2 Conditions for Processing Institution's Data

8.2.1 Purpose and Legal Basis: Medtronic will collect, process and store Institution Data for the purpose of administering the contractual relationship and for the collaboration as agreed in the agreement. Such processing will be performed on the basis the necessity of the processing for: (i) the performance of the agreement with Institution; or (ii) complying with a legal obligation; or (iii) observing Medtronic's and other third parties' legitimate interests where they outweigh the rights of the individual with regard to the protection of his or her personal data, or, if and to the extent appropriate, the individual's consent.

8.2.2 Types of Data: Institution Data may include, but are not limited to, individuals' basic identity information, contact details, professional activities and affiliations, professional qualifications, education and training, financial information on sponsorship paid by Medtronic to Institution, and bank account information. In case Institution provides unsolicited additional information, including personal preferences, Medtronic will process such data in accordance with this data protection clause. Medtronic may identify certain characteristics, or traits on the basis of which Medtronic may create or compile professional, behavioural or financial profiles for the abovementioned purposes.

8.2.3 Transfer: Medtronic may make Institution Data available to Medtronic's business partners, suppliers, contractors and affiliated entities anywhere in the world, insofar as this is required for any of the purposes of the present agreement. Where Institution Data are transferred outside the European Economic

Area, Medtronic will take appropriate steps to provide for adequate legal safeguards for the safety and security of Institution Data to a level equivalent to that provided by applicable data protection law in the European Economic Area.

8.2.4 Retention and Data Security: Institution Data will only be processed in an identifiable format for as long as required to achieve the purposes listed in clause 8.2.1. Medtronic will take the technical and organizational measures necessary to ensure an adequate level of protection against unauthorized access or theft as well as accidental loss, tampering or destruction.

8.2.5 Data Subject Rights: The individuals whose personal data is considered Institution Data have certain rights regarding Medtronic's processing of their personal data. Such rights include the right to access, correction, information, restriction, erasure, withdrawal of earlier given consent, opposition, data portability and filing complaints with the competent data protection authorities. Where Medtronic and Institution are together responsible as controllers, they shall take such steps as to ensure that, to the extent reasonably possible, individuals first and foremost address their requests and complaints to Institution. Where appropriate, Institution may refer these requests or complaints to Medtronic's EMEA Data Protection and Privacy Program (rs.privacyeurope@medtronic.com). Where Medtronic is solely responsible for the processing, individuals may direct any such requests or complaints to rs.privacyeurope@medtronic.com. Where Medtronic and Institution are together responsible for the processing of personal data, Institution will provide all legally required information regarding Medtronic's processing to the individuals and will obtain on behalf of Medtronic, when required, the legally valid consents of the individuals to the intended processing.

8.2.6 Processing of third party data, including patient data: Institution will not provide any personal data of third parties, including personal data of patients, to Medtronic, except where agreed between the parties in order to allow parties to demonstrate compliance with applicable laws, regulations and applicable government or industry guidelines with regard to interactions between medical device industry and healthcare professionals.