



## CHARITABLE CONTRIBUTION AGREEMENT

This charitable contribution agreement (the “**Agreement**”) is entered into on 6<sup>th</sup> of June 2023 between:

- (1) **Abbott Laboratories A/S**, a company incorporated in Denmark with registration number 31528615 and registered office address at Emdrupvej 28 C, 2100 Copenhagen Ø, Denmark (“**Abbott**”); and
  - (2) Diabetesforeningen, a charity Stationsparken 24, st.tv. 2600 Glostrup (the “**Charity**”),
- (each a “**Party**” and together the “**Parties**”).

### BACKGROUND

- (A) Abbott and its affiliated companies are engaged in research, development manufacturing, marketing and sale of medical technologies. Abbott made a charitable contribution to the Charity under the Charitable Contribution Agreement dated 24<sup>th</sup> of May 2022.
- (B) The Charity has supported diabetics in Denmark since 1940, and are one of the largest Associations of Patients in Denmark. They have experts in politics and others that practice legal advice and counseling on the physical, social and psychological problems, which diabetics and their family members meet in their everyday life. Their main focus are to prevent diabetes, living well with diabetes and research in diabetes.
- (C) The Charity will continue with their Nationwide information/awareness campaign. Their “Diabetes bus” will (as last year) stop at several locations in Denmark biggest cities. The aim of the campaign is to detect individuals with unknown T2D or prediabetes and to disseminate awareness about T2D and comorbidities in the general population. Individuals with high risk of T2D will be offered a HbA1c test.
- (D) The Parties acknowledge that no consideration of any kind is being provided to Abbott in order for Abbott to donate the Donation and the Parties acknowledge that the Charitable Contribution of the Donation shall be made in accordance with the terms and conditions as set out in this agreement.
- (E) Abbott wishes to make a charitable contribution to the Charity on the terms and conditions set out in this Agreement.

### AGREED TERMS

#### 1. DEFINITIONS

“**Donation**” means 14 Afinion HbA1c test kits (210 cartridges) and 6 Afinion HbA1c control kits, as fully described in Schedule 1 of this Agreement.

#### 2. PURPOSE

2.1 The Charity warrants that:

- 2.1.1 the Donation are required by the Charity solely for humanitarian reasons; and
- 2.1.2 the Charitable Contribution Items will not be used or relied upon by the Charity to generate any commercial profit, gain or advantage for the Charity on or any third party; and
- 2.1.3 the Donation will not be sold, auctioned, rented or bartered by the Charity; and

- 2.1.4 the Donation will be used solely for those reasons as previously communicated to Abbott in earlier correspondence from the Institution.
- 2.2 The Institution agrees that Abbott may disclose information related to the providing of the Donation as it sees fit, including as required for any legal or regulatory purpose.

### **3. CHARITABLE CONTRIBUTION**

- 3.1 Abbott shall donate the Donation to the Charity within 14 days of the date of this Agreement or as soon as practically possible after the signature the Agreement.
- 3.2 The Charity confirms that the Donation shall not be sold, billed, traded, charged or subject to any claim for reimbursement to any individual or company for a monetary or any other value.
- 3.3 The Parties acknowledge that the Donation is not contributed as a reward or inducement for past or future business.

### **4. TITLE, RISK AND INDEMNIFICATION**

- 4.1 Title and risk of the Donation shall pass to the Charity on the date of this Agreement.
- 4.2 In no event shall Abbott be liable for any claims by any person and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) in connection with this Agreement.
- 4.3 The Charity shall indemnify and hold Abbott harmless against any loss, claim or damage which results in any way from the Charity's possession or use of the Donation.

### **5. REPRESENTATIONS AND WARRANTIES**

The Charity confirms that it is a registered charity or other non-profit entity or body engaged in genuine charitable activities.

### **6. CONTACT PERSONS**

In the event that either Party wishes to contact the other Party in connection with this Agreement, the contact details of each Party are set out below:

Abbott  
Anne-Mona Øberg  
Integrated Business Manager Nordics  
Abbott Rapid Diagnostics, Cardiometabolic  
Tel: +47 24056000  
Kjelsåsveien 161  
Pb 93 Kjelsås  
NO-0411 Oslo  
Mobile: +47 97077100  
[Annemona.oberg@abbott.com](mailto:Annemona.oberg@abbott.com)

Charity  
Tanja Thybo  
Head of research at Diabetesforbundet  
+45 66129006



**Abbott**

Stationsparken 24, st.tv  
2600 Glostrup  
tth@diabetes.dk

## 7. MISCELLANEOUS

- 7.1 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous agreements and undertakings with respect thereto.
- 7.2 This Agreement may be modified only by written agreement signed by the Parties.
- 7.3 The Charity may not assign this Agreement or any interest herein, or delegate any duty hereunder, to any third party without Abbott's prior written consent (which is in its sole discretion to grant or withhold).
- 7.4 This Agreement and any non-contractual dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Denmark.
- 7.5 The Parties irrevocably submit to the exclusive jurisdiction of the court of Denmark for any dispute arising out of or in connection with it.


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

Signed for and on behalf of Abbott Rapid Diagnostics A/S

Signature:   
DocuSigned by:  
Signer Name: Berit Landsend-Holo  
Signing Reason: I approve this document  
Signing Time: June 20, 2023 | 9:44:11 AM CDT  
D8C317C590C64F33B7661EE4B19D2AA4

Name: Berit Landsend-Holo  
Title: Commercial Director Nordics, Cardiometabolic  
Date: June 20, 2023 | 9:44:15 AM CDT

Signed for and on behalf of Diabetesforeningen

Signature:   
DocuSigned by:  
Signer Name: Claus Richter  
Signing Reason: Jeg godkender dette dokument  
Signing Time: juni 20, 2023 | 11:48:55 PM PDT  
21B32353305441AF9602A45ECC73F2C6

Name: Claus Richter  
Title: CEO  
Date: juni 20, 2023 | 11:49:10 PM PDT



**Abbott**

**Schedule 1**

**Donation and the Equipment**

**1. Donation**

Abbott will donate 14 Afinion HbA1c test kits (210 cartridges) and 6 Afinion HbA1c control kits to the Charity for the charitable purposes as described in the Agreement. The Charity shall continue to use 70 unused test kits in its possession from the previous Donation made by Abbott. The total number of the test kits to be donated to Charity under this Agreement will be 84 test kits.

**2. Equipment**

The Parties agree that Abbott will loan two Afinion Analyzers to the Charity free of charge, currently in Charity's possession; and the Charity will return the two Afinion Analyzers to Abbott with fair wear and tear on or before 15 December 2023.

**Certifikat for færdiggørelse**

Kuvert-id: 78B015929E8E4FE3AEEA3C173F86E2D2

Status: Gennemført

Emne: Complete with DocuSign: Denmark Charitable Contribution Agreement June 2023 - final.pdf

Kildekuvert:

Dokumentsider: 4

Underskrifter: 2

Kuvertskaber:

Certifikatsider: 5

Initialer: 0

Lisa Fahy

Autonavagation: Aktiveret

P.O. Box 6669

Kuvertstempling: Deaktiveret

Portland, OR 97228

Tidszone: (UTC-08:00) Pacific Time (US &amp; Canada)

lisa.s.fahy@abbott.com

IP-adresse: 165.225.199.104

**Sporing af poster**

Status: Original

Ihændeher: Lisa Fahy

Sted: DocuSign

20-06-2023 03:41:48

lisa.s.fahy@abbott.com

**Hændelser for underskriver****Underskrift****Tidsstempel**

Berit Landsend-Holo

berit.landsendholo@abbott.com

Commercial Director CM ARDx Nordics

Sikkerhedsniveau: E-mail, Kontogodkendelse (påkrævet)



Sendt: 20-06-2023 03:43:04

Vist: 20-06-2023 07:43:33

Signeret: 20-06-2023 07:44:15

Vælg underskrift: Forudvalgt stil

Underskrift-id:

D8C317C5-90C6-4F33-B766-1EE4B19D2AA4

Brug af IP-adresse: 147.161.147.92

Med underskrivningsgodkendelse via

DocuSign-adgangskode

Med underskrivningsårsager (på hver fane):

I approve this document

**Oplysninger om elektroniske poster og underskrifter:**

Accepteret: 20-06-2023 07:43:33

Id: 64b20af5-4790-48c7-9743-6d5a0feb1247

Virksomhedens navn: Abbott

Claus Richter

cr@diabetes.dk

CEO

Sikkerhedsniveau: E-mail, Kontogodkendelse (påkrævet)



Sendt: 20-06-2023 07:44:17

Vist: 20-06-2023 23:48:08

Signeret: 20-06-2023 23:49:10

Vælg underskrift: Upload billede af underskrift

Underskrift-id:

21B32353-3054-41AF-9602-A45ECC73F2C6

Brug af IP-adresse: 80.62.117.1

Med underskrivningsgodkendelse via

DocuSign-adgangskode

Med underskrivningsårsager (på hver fane):

Jeg godkender dette dokument

**Oplysninger om elektroniske poster og underskrifter:**

Accepteret: 03-11-2022 04:14:08

Id: c8a983bc-8c28-4eb4-9e5e-88238593fe32

Virksomhedens navn: Abbott

**Hændelser for personlig underskriver****Underskrift****Tidsstempel****Hændelser for redaktørlevering****Status****Tidsstempel****Hændelser for agentlevering****Status****Tidsstempel**

<b>Hændelser for midlertidig levering</b>	<b>Status</b>	<b>Tidsstempel</b>
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<b>Hændelser for certificeret levering</b>	<b>Status</b>	<b>Tidsstempel</b>
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<b>Hændelser for kopi (cc:)</b>	<b>Status</b>	<b>Tidsstempel</b>
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<b>Vidnehændelser</b>	<b>Underskrift</b>	<b>Tidsstempel</b>
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<b>Notarhændelser</b>	<b>Underskrift</b>	<b>Tidsstempel</b>
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<b>Hændelser for kuvertoversigt</b>	<b>Status</b>	<b>Tidsstempler</b>
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Kuvert sendt	Med hash/krypteret	20-06-2023 03:43:04
Leveret certificeret	Sikkerhedskontrolleret	20-06-2023 23:48:08
Signering fuldført	Sikkerhedskontrolleret	20-06-2023 23:49:10
Gennemført	Sikkerhedskontrolleret	20-06-2023 23:49:10

<b>Betalingshændelser</b>	<b>Status</b>	<b>Tidsstempler</b>
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<b>Oplysninger om elektroniske poster og underskrifter</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Abbott (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$10.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Abbott:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bradley.swanson@abbott.com](mailto:bradley.swanson@abbott.com)

### **To advise Abbott of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bradley.swanson@abbott.com](mailto:bradley.swanson@abbott.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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### **To request paper copies from Abbott**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bradley.swanson@abbott.com](mailto:bradley.swanson@abbott.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Abbott**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bradley.swanson@abbott.com](mailto:bradley.swanson@abbott.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Abbott as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Abbott during the course of your relationship with Abbott.