

## CHARITABLE CONTRIBUTION AGREEMENT

This charitable contribution agreement (the "**Agreement**") is entered into on 24<sup>th</sup> of May 2022 between:

- (1) **ABBOTT RAPID DIAGNOSTICS A/S**, a company incorporated in Denmark with registration number 24204650 and registered office address at Nupark 53, 2. 7500 Holsterbro, ("**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.
- (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 execute a new Nationwide information/awareness campaign. They will have a "Diabetes bus" that will stop at several locations in 20 of 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) Abbott wishes to make an unrestricted charitable contribution to the Charity on the terms and conditions set out in this Agreement.

### AGREED TERMS

#### 1. DEFINITIONS

"Donation" means 240 Afinion HbA1c test kits (3600 cartridges) and 6 Afinion HbA1c control kits, and the loan of two (2) Afinion 2 Analyzers for a period of six (6) months from the date of this Agreement [and must be returned to Abbott no later than 30 November 2022], and which will be provided in accordance with the terms and conditions outlined in Schedule 1 of this Agreement (the "Loaned Instruments").

#### 2. PURPOSE

- 2.1 The Charity confirms that it shall use the Donation donated pursuant to this Agreement for charitable or other philanthropic purposes.

#### 3. CHARITABLE CONTRIBUTION

- 3.1 Abbott shall donate the Donation to the Charity within 14 days of the date of this 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  
Berit Landsend Holo  
Commercial Director Nordics  
Abbott Rapid Diagnostics, Cardiometabolic  
Tel: +47 24056000  
Kjelsåsveien 161  
Pb. 93 Kjelsås  
NO-0411 OSLO  
Mobile +47 48101301  
[berit.landsendholo@abbott.com](mailto:berit.landsendholo@abbott.com)

Charity  
Tanja Thybo  
Head of Research at Diabetesforbundet  
+45 66 12 90 06  
Stationsparken 24, st.tv.  
2600 Glostrup  
[tth@diabetes.dk](mailto: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:           Berit Landsend-Holo          

Name: Berit Landsend-Holo

Title: Commercial Director Nordics, Cardiometabolic, Abbott Rapid Diagnostics

Date: 24.05.2022

Signed for and on behalf of Diabetesforeningen

Signature:           C. Richter          

Name:           LAUS RICHTER          

Title:           CEO          

Date:           24/5-2022



## Schedule 1

### Loaned Instruments – Terms and Conditions

1. The Charity shall use the Loaned Instruments only in the location and for the purposes as agreed with Abbott. The Charity will not allow anyone other than its employees or those specifically trained and authorized to access or use the Loaned Instruments.
2. Abbott is owner of, and retains title to, the Loaned Instruments. The Charity shall not permit or suffer any attachment, encumbrance, lien, or security interest to be filed against the Loaned Instruments, shall promptly notify Abbott if any of the foregoing is filed or claimed, and shall indemnify Abbott for any loss or damage, including reasonable attorney's fees, resulting from any of the foregoing.
3. Only Abbott or Abbott-appointed personnel shall install, service, alter or replace the Loaned Instruments and/or any parts or accessories to the Loaned Instruments, which are necessary to keep the Equipment in good working order. The Charity shall reimburse Abbott or pay for the entire cost of repairing any damage or alteration to the Loaned Instruments caused by the Charity, its employees, agents, or contracts or by any service performed by unauthorized personnel. Abbott shall determine such cost.
4. The Charity shall use only Abbott reagents, test strips, calibrators, cartridges, cartridge verification kits on the Loaned Instruments, and agrees to perform all required operator maintenance as listed in the applicable Abbott operator's manual.
5. Abbott will install the Loaned Instruments at the specified location. Installation will be deemed complete when the Loaned Instruments are functional. Abbott will provide end-user training following installation. Printed copies of operating manuals will be delivered with each the Loaned Instruments.
6. If the Charity experiences difficulty with the Loaned Instruments, the Charity must contact Abbott Technical Support at +45 97422299, [NODK.TechnicalSupport@abbott.com](mailto:NODK.TechnicalSupport@abbott.com). Where an issue cannot be resolved over telephone or email, Abbott will arrange for the Loaned Instrument or Instruments to be collected, and an instrument replacement will be provided. Under no circumstances will Abbott be responsible for any damages or losses sustained by the Charity or any third party as a result of delays in replacing any Loaned Instruments (if necessary) for whatever cause. Abbott will not be responsible for any loss of data as a result of repair or replacement.
7. The Charity shall immediately report to Abbott any and all complaints related to the Loaned Instruments, including, without limitation, (a) any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, usability, safety or performance of the Loaned Instruments, and (b) any adverse events that may be related to the use of the Loaned Instruments, even if there is no explicit allegation of a Loaned Instrument issue.
8. Abbott will not be responsible for any loss or damage resulting from the intended use of the Loaned Instruments where such loss or damage is due to the Charity's negligence or willful misconduct or the performance of service by personnel not authorized by Abbott, including, but not limited to, improper storage, unauthorized transfer or removal of the Loaned Instruments or unsecured or inconsistent power supply, unauthorized modification or misuse or failure to comply with installation, operational and maintenance requirements and specifications, all as set forth in the package inserts and operator manuals and other technical documents provided to the Charity by Abbott. In such circumstances, the Charity is responsible for such loss or damage.
9. The Charity shall not remove any labels, symbols or serial numbers that are or may be affixed to any items of the Loaned Instruments, except as required or approved by Abbott in writing.
10. Abbott shall be entitled to terminate its agreed to loan the Loaned Instruments if the Charity violates any material terms of its Donation Agreement with Abbott including any terms of these Terms and Conditions, or carries out or conducts, or potentially carries out or will conduct, any activities that may cause, or has the potential to cause, harm or detriment to Abbott.