

HCP/HCO CONSULTANCY SERVICES AGREEMENT

Diabetesforeningen

STATIONSPARKEN 24 ST. TV.
2600
Denmark
DK35231528
("Consultant")

Consultant agrees to share their knowledge within the below field of expertise as an independent contractor providing the services as outlined in this agreement ("the Services"). We, Novo Nordisk A/S, Novo Alle 1, 2880 Bagsværd, Denmark ("Novo Nordisk") have identified the need to seek outside expertise from Consultant in the field of Diabetes. Through this outside expertise, we expect to:

ReturPen exhibition

This agreement begins on 25 May 2024 and expires automatically upon completion of Services, or on 25 May 2024, whichever is later, unless terminated earlier.

1. The Services

1.1 Service description. Consultant will provide the below Services:

Description of work to be performed by Consultant	Expected outcomes/service deliverables	Performance criteria or standards	Schedule for completion of work
Enable exhibition of returpen	Conversations with pen users about returpen	Many visitors and good conversations	Activity running 25 th May

1.2 Consultant. "Consultant" is used interchangeably with Service Provider, Business Partner throughout the agreement.

1.3 Ownership of deliverables. All information, data and intellectual property rights owned by each Party prior to this Agreement shall remain the property of that Party. Novo Nordisk shall own and may freely use, modify, and publish all deliverables, such as information, data and intellectual property, produced in connection with the performance of the services under this Agreement, unless otherwise agreed by the Parties.

1.4 Meetings may be recorded. Consultant allows Novo Nordisk to film, edit, and use recordings of meetings (image, video, and sound) for note taking and educational purposes.

1.5 No conflict of interest. Consultant states it is not aware of any conflict of interest related to the Services provided, and will promptly inform Novo Nordisk if such conflict of interest is discovered.

2. Payment

2.1 Payment amount. Novo Nordisk agrees to pay Consultant a maximum amount of 10,000 DKK (plus any applicable tax) for the below activities. Novo Nordisk will only pay for documented activities and actual services completed. This also applies in case of termination.

Type of activity	Description of activity	Number of hours per activity	x Hourly rate	= Total
Actual service delivery	Exhibition	8	0.00	0.00
Maximum payment amount (not including applicable tax)				10,000 DKK

2.2 Necessary travel costs and accommodation. Novo Nordisk or an appointed third party will book and pay for all travel and accommodation costs if travel is required to deliver the Services. Novo Nordisk will also pay for reasonable and documented out-of-pocket expenses (e.g. taxi).

2.3 No incentive to prescribe or recommend. The payments made by Novo Nordisk indicate no incentive or obligation for consultant to prescribe or otherwise support Novo Nordisk's products or services.

2.4 Compliance with applicable laws. The Consultant will comply with (i) applicable laws, rules, regulations, industry guidelines and (ii) and Novo Nordisk's standard procedures as provided by Novo Nordisk.

2.5 No Promotion to the public. The Consultant warrants that it will not promote, endorse or advertise Novo Nordisk medicinal products to the public, including on social media or other platforms. For the avoidance of doubt, the Consultant is strictly prohibited from any promotion of off-label information or use of a Novo Nordisk medicinal product.

2.6 Disclosure.

In the event the Consultant provide commentary or information on Novo Nordisk medicinal products, the Services set out in this Agreement or other issues related to Novo Nordisk, such as in media, on websites, at a medical congress, as part of lecture or similar, the Consultant must disclose any affiliation or financial interest with Novo Nordisk. Such disclosure must be provided before making any commentary or information available, and must include:

- the Novo Nordisk name; and
- the nature of the affiliation or financial interest.

The Consultant must ensure that any information is accurate and unbiased and that any opinions expressed are based on their own independent professional judgment. Failure to comply with clause 2.6 and 2.7 shall entitle Novo Nordisk to terminate this agreement immediately, and in no event shall Novo Nordisk be liable for any breach by Consultant of clauses 2.6 and 2.7.

3. Novo Nordisk's Invoice Requirements and Transfer of Payments

3.1 Consultant must submit an invoice to Novo Nordisk to receive payment. Include the below information on the invoice:

- Consultant name and address
- Date of invoice
- Description of services completed; include breakdown of hours spent on the services
- Payment amount
- Reimbursable expenses and charges; include documentation of such
- Applicable tax (include separately from payment amount)
- Name of Novo Nordisk entity and address as stated in the introduction of this Agreement
- Novo Nordisk recipient of invoice as included below:

Name of Novo Nordisk invoice recipient Kirsten Phipps Walter (KPWA)

3.2 Payment after receipt of invoice. Novo Nordisk will send payment to the below bank account within 30 days of receiving a complete invoice. Novo Nordisk will pay for all bank fees related to payment transfer.

Bank name:	Danske Bank
Bank address:	Albani Torv 2, 5000 Odense C
Bank SWIFT/BIC number:	DABADKKK
IBAN number:	DK72 3000 3574 4289 04
Bank Code Number:	3574
Account Holder:	Diabetesforeningen, Stationsparken 24 st.tv. 2600 Glostrup
Account Number:	3574-3574428904

4. Confidentiality

4.1 All information Novo Nordisk shares with you must be treated as confidential. Confidential information includes all information shared with you by Novo Nordisk, unless it can be otherwise documented as publicly available.

4.2 Use information only for purpose. You agree to only use Novo Nordisk's confidential information for the purpose of the performing the services under this Agreement. Any other use of confidential information will require prior written consent from Novo Nordisk.

4.3 Disclosure for the purpose of the Agreement. If your work under this Agreement requires you to share Novo Nordisk's confidential information with other people, you agree to ensure that these people are bound to the above confidentiality obligations.

4.4 After termination. Your confidentiality obligations remain after the termination of this agreement.

5. Other Terms and Conditions

5.1 No references to Novo Nordisk's logo. Consultant will not use Novo Nordisk's logo or trademarks, or refer to Novo Nordisk for commercial purposes, without prior written consent.

5.2 Notice of Personal Data Processing. Novo Nordisk is responsible for any processing of Consultant's personal data, as set out in the Notice of Personal Data Processing for Healthcare Professionals: <https://www.novonordisk.com/contact-us/external-support/external-commitments.html>. The version in force corresponds to the latest version before this agreement was signed. Follow the link for more information about how your data is collected, used, and protected, including your rights and who to contact with requests or concerns.

5.2 Termination without cause. Either party may terminate this agreement with 30 days written notice to the other party.

5.3 Termination for breach. Either party will notify the other party if the other party has failed to carry out a material duty. The other party must resolve the breach within 30 days of notification, or the non-breaching party may immediately terminate this agreement.

5.4 Force Majeure. Neither party will be liable for failing to perform any obligation in this agreement due to circumstances beyond the party's reasonable control and could not reasonably have been foreseen or avoided.

5.5 Governing Law and Dispute Resolution. The laws of Denmark govern this agreement, disregarding choice of law rules. If a dispute cannot be settled by negotiation between parties, it will be settled by the ordinary courts in that country.

6. Approval by principal

6.1 Your compliance with local rules and regulations. You confirm that the services you provide, and the payments you receive under this Agreement are in compliance with the requirements of your employer (e.g. hospital management) or health care authority.



7. Agreed to and accepted by:

Date: May 24, 2024

Date: May 24, 2024

On behalf of Consultant:

DocuSigned by:
Søren Biune
7AB25D4ADDFD43E...

On behalf of Novo Nordisk:

DocuSigned by:
Mikkel Stenbæk Hansen
636F9516551545F...

Name: Søren Biune

Name: Mikkel Stenbæk Hansen

Title: Forretningschef

Title: Director, Circular Economy

Transfer of Value Disclosure Appendix

1. WHY DO WE NEED TO COLLECT AND DISCLOSE YOUR INFORMATION?

Novo Nordisk will collect your data and when required by law, and disclose transfer of value provided to Healthcare professionals (“HCPs”) and Healthcare Organisations (“HCOs”).

2. YOUR INFORMATION - WHAT WE COLLECT FOR DISCLOSURE PURPOSES

We collect your personal information (as defined in the list below) to comply with the applicable transparency requirements. This means that we will collect, and may disclose the following information:

- Name
- Address
- Contact details
- Nature of relationship with Novo Nordisk
- Tax number or unique identifier
- Any transfers of value and its payment details from us to you

3. WHAT ARE YOUR OBLIGATIONS?

If you share personal information about employees of your organisation with us, it is your obligation to inform the employees that their information has been shared with us and that they have been provided the right information as stated in applicable data protection laws. Your organisation is responsible for any losses caused to Novo Nordisk if the above obligation is not fulfilled.

Certificate Of Completion

Envelope Id: 1893F364DF55401E97C55915F799AF64	Status: Completed
Subject: Contract 420139 'Diabetesforeningen_HCO agreement_2024_ReMed Exhibition' requires your action	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 9	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Signe Fie Schweitz Fischer
Time Zone: (UTC+01:00) Brussels, Copenhagen, Madrid, Paris	Novo Allé, 2880 Bagsværd
	Copenhagen, 2300
	SiFJ@novonordisk.com
	IP Address: 54.246.251.198


Record Tracking

Status: Original	Holder: Signe Fie Schweitz Fischer	Location: DocuSign
5/24/2024 9:53:49 AM	SiFJ@novonordisk.com	

Signer Events

Mikkel Stenbæk Hansen
 gmkh@novonordisk.com
 Director, Circular Economy
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 636F9516551545F...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 77.213.71.179

Timestamp

Sent: 5/24/2024 9:55:22 AM
 Viewed: 5/24/2024 10:03:01 AM
 Signed: 5/24/2024 10:03:12 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Søren Biune
 sb@diabetes.dk
 Forretningschef
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 7AB25D4ADDFD43E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 152.115.68.2

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 Viewed: 5/24/2024 9:56:01 AM
 Signed: 5/24/2024 9:56:30 AM

Electronic Record and Signature Disclosure:
 Accepted: 4/18/2024 12:09:22 PM
 ID: f3376b35-7738-403b-a1ec-81aca9c78da7
 Company Name: Novo Nordisk A/S

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/24/2024 9:55:22 AM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	5/24/2024 9:56:01 AM
Signing Complete	Security Checked	5/24/2024 9:56:30 AM
Completed	Security Checked	5/24/2024 10:03:12 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Novo Nordisk (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.

Getting paper copies

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 \$0.00 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 Novo Nordisk:

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: coupasysmgmt@novonordisk.com

To advise Novo Nordisk 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 coupasysmgmt@novonordisk.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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Novo Nordisk

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 coupasysmgmt@novonordisk.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 Novo Nordisk

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 coupasysmgmt@novonordisk.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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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 Novo Nordisk 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 Novo Nordisk during the course of your relationship with Novo Nordisk.

NOTICE OF PERSONAL DATA PROCESSING

Novo Nordisk A/S is required by law to protect your personal data. This Notice explains how we process (e.g. collect, use, store, and share) your personal data. We will process any personal data about you in accordance with this Notice and with applicable law.

1. WHO ARE WE?

The company responsible for processing your personal data is:

Novo Nordisk A/S

Novo Allé 1

2880 Bagsværd

CVR Nr. 24256790

Tel: +45 4444 8888

You can always contact Novo Nordisk A/S or the Novo Nordisk Data Privacy Officer at privacy@novonordisk.com with questions or concerns about how we process your personal data.

2. HOW DO WE COLLECT PERSONAL DATA ABOUT YOU?

We get your personal data from the following sources:

- From you directly

3. WHY DO WE PROCESS YOUR PERSONAL DATA?

We process personal data about you for the following purposes:

- Business transactions, in particular execution of agreements with our suppliers, customers and other business partners
- To meet legal, financial and regulatory obligations

You are not required to provide us with your personal data. If you do not want Novo Nordisk to use your personal data, we will not be able to use electronic signature for your transactions.

4. WHAT PERSONAL DATA DO WE PROCESS ABOUT YOU?

For the purposes described above in Section 3, we may process the following types of personal data:

- Contact information (name, address, telephone number, email address);
- Work information (initials, e-mail address, job title, telephone number);
- Signature;
- IP address

5. WHY ARE WE ALLOWED BY LAW TO PROCESS YOUR PERSONAL DATA?

Our processing of your personal data requires a legal basis. By law, we are allowed to process your personal data described above in Section 4 based on the following legal bases:

- The processing is necessary for our legitimate interests. The legitimate interests are entering into contracts efficiently and ensuring documentation for our business transactions.

6. HOW DO WE SHARE YOUR PERSONAL DATA?

We may share your personal data with:

- Suppliers or vendors that assist our company (e.g., consultants, IT service providers, financial institutions, law firms, license partners)
- Other Novo Nordisk entities (e.g., Novo Nordisk affiliates in other countries)
- Public authorities

7. WHEN DO WE TRANSFER YOUR PERSONAL DATA OUTSIDE THE EU/EAA?

For the purposes described above in Section 3, we transfer your personal data to countries outside the European Economic Area (EEA). The level of data protection in certain countries outside the EEA does not conform to the level of data protection for personal data currently applied and enforced within the EEA..

We therefore use the following safeguards, as required by law, to protect your personal data in case of such transfers:

- The transfer is to a Novo Nordisk entity covered by Novo Nordisk's Binding Corporate Rules, available at <https://www.novonordisk.com/content/dam/nncorp/global/en/data-privacy/novo-nordisk-binding-corporate-rules.pdf>
- The destination countries are deemed by the EU Commission to have an adequate level of protection of personal data
- We have entered into Standard Contractual Clauses for the Transfer of Personal Data to Third Countries. You can get a copy of the Clauses by contacting us as described in Section 1

8. HOW LONG WILL WE KEEP YOUR PERSONAL DATA?

We will keep your personal data for the following period of time:

- For a period of 10 years from the date of signature, and in case of healthcare regulated contracts, 50 years

9. WHAT ARE YOUR RIGHTS?

In general, you have the following rights:

- You can get an overview of what personal data we have about you
- You can get a copy of your personal data in a structured, commonly used and machine-readable format
- You can get an update or correction to your personal data
- You can have your personal data deleted or destroyed
- You can have us stop or limit processing of your personal data

- If you have given consent for us to process your personal data (see Section 5), you can withdraw your consent at any time. Your withdrawal will not affect the lawfulness of the processing carried out before you withdrew your consent

- You can submit a complaint about how we process your personal data to a Data Protection Authority.

Under applicable law, there may be limits on these rights depending on the specific circumstances of the processing activity. Contact us as described in Section 1 with questions or requests relating to these rights.