



FINANCIAL CONTRIBUTION AGREEMENT

This Financial Contribution Agreement ("Agreement") is made between:

SANOFI A/S, a company duly organized under the laws of Denmark under the business identity number 19064301 and having its registered office located at Vibenshuset, Lyngbyvej 2, 2100 København Ø - Denmark (hereinafter referred to as "Sanofi")

and

Diabetesforeningen, Stationsparken 24, st. tv., 2600 Glostrup, Denmark ("Recipient")

WHEREAS

- A. Sanofi is a diversified human healthcare Sanofi engaged in the research, design, development, production, marketing, distribution and sale of medicinal products and services;
- B. Recipient is a patient association working towards enhancing the quality of life for people with diabetes and their relatives, improving the possibilities for diabetes treatment, and preventing diabetes as well as its complications;
- C. Recipient organizes the third annual 'Sundhedspolitisk Åbningsdebat' ('Opening Debate on Danish Health Policy') on the 26th of September 2024, a conference which sets the stage for a broader health political debate. The theme of this year's conference is "Fra Sundhedsstrukturkommission til virkelighed" ("From Structural Commission to Reality"), and it will be a broad debate on how the recommendations put forth by the Structural Commission can be realized in a way that ensures an actual increase in quality of the treatment of chronic diseases, such as diabetes, as well as better courses of treatment (the "Project").
- D. Recipient has requested Sanofi to support Recipient in the Project by means of a financial contribution and Sanofi has agreed to do so;

NOW THEREFORE, the parties hereto agree as follows:

1. Obligations of Sanofi

- 1.1 Subject to the terms and conditions of this Agreement, Sanofi shall support the Project with a financial contribution (the "Financial Contribution") by means of:
 - [if applicable, a financial contribution in the amount of €6704.20 (50,000 DKK)].
 - [if applicable and allowed, describe significant indirect support, e.g. donation of a third party's services, and specify the value such support represents in Euros].
 - [if applicable and allowed, describe significant non-financial support, e.g. provision of volunteers, and specify the value such support represents in Euro]
- 1.2 The Financial Contribution will be paid within 30 (thirty) calendar days following the receipt of an invoice, which is to be sent after the effective date of this Agreement.



1.3 Invoices must contain the following information:

- Sanofi name and address
- Sanofi's VAT registration number:
- Sanofi's Purchase Order number *PO number to be provided later*
- Invoice date
- Unique invoice number
- Recipient's bank account details Bank Account Number
Name and Address of Bank
IBAN code
BIC / SWIFT code
- Any VAT references as required (Recipient is responsible for the correct VAT treatment)

1.4 Invoices should be sent by e-mail to mira.wurtz@sanofi.com (one PDF or TIFF file per message) containing one request for payment and any attachments."

2 Obligations of Recipient

2.1 The Financial Contribution is given solely for the organization of the Project and shall not be used by Recipient for any other purpose without Sanofi's prior written consent.

A more detailed description of the Project, including a budget, is attached hereto as Exhibit A.

2.2 Recipient acknowledges the fact that Sanofi is a pharmaceutical company and can only financially support the Project if the Project as such meets the requirements of the EFPIA Member Association's Code of Practice in the country. In view thereof, Recipient represents and warrants that in the organization of the Project it shall abide by aforesaid requirements and, more generally, refrain from any acts and activities that (may) affect the legitimacy of Sanofi's Financial Contribution.

2.3 At Sanofi's request, Recipient shall fully disclose to Sanofi how the Financial Contribution has actually been spent.

2.4 Recipient shall clearly and legibly state in its communications related to the Project that the Project was 'sponsored by Sanofi' or 'made possible in part by Sanofi.

2.4 In return for the Financial Contribution provided by Sanofi, Recipient shall provide the following consideration: No expected return besides that required by local legislation on transparency of sponsorship or similar.

3. Transparency

3.1 Parties agree that the Financial Contribution made by Sanofi under this Agreement is subject to the provisions on disclosure of transfers of value between pharmaceutical companies, patient organizations and healthcare organizations as set forth in the EFPIA Member Association's Code of Practice in Recipient's country of registration (the "National Code of Practice").

3.2 Parties agree that Sanofi's local affiliate in Recipient's country of registration, Sanofi A/S, will take care of disclosure of the Financial Contribution in accordance with the relevant provisions of the National Code of Practice. To that end, Recipient hereby



authorizes Sanofi to share with its local affiliate all information and details pertaining to Recipient and this Agreement as Sanofi's local affiliate may require for disclosure purposes in line with the National Code of Practice.

4. Data Protection

The Parties will process all personal data obtained during the term of this Agreement in accordance with applicable data protection laws and regulations including but not limited to the General Data Protection Regulation (EU) 2016/679 and its amendments.

5. Compliance Undertakings

5.1 Parties represent and warrant that

- in the execution of this Agreement they will comply with all applicable laws and (self-) regulations, including - but not limited to - the National Code of Practice (as defined in Article 3.2 above), data protection and anti-bribery legislation such as the UK Bribery Act 2010; and
- they, and where relevant, their directors, officers, employees, agents or subcontractors shall not, directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any government official, healthcare professional or person affiliated with a healthcare organization to obtain or retain business or secure improper advantage to Sanofi.

5.2 Parties acknowledge that the Financial Contribution of Sanofi does not take effect and is not intended to take effect as an incentive or reward for Recipient's past, present or future willingness to prescribe, administer, recommend (including formulary 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.

6 Miscellaneous

6.1 During the term of this Agreement and thereafter, each party shall keep in trust and confidence and not disclose to others all information it receives from the other party, provided however that these non-disclosure obligations do not apply to such (portion of) information that (i) at the time of disclosure is available in the public domain, (ii) after disclosure becomes available in the public domain through no fault of the receiving party, (iii) is required to be disclosed under applicable laws or (self-) regulations, including the National Code of Practice (as defined in Article 3.2 above), or (iv) is already in the possession of the other party.

6.2 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided however that Sanofi may assign this Agreement to any of its affiliates or to a successor to its business (whether by merger, a sale of all or substantially all of its assets relating to this Agreement, a sale of its capital stock, or otherwise).

6.3 Either party may terminate this Agreement with immediate effect by written notice to the other party, if the other party commits a breach of this Agreement and the breach is not remedied within thirty (30) days after service of written notice requiring the same. If a party terminates this Agreement in accordance with this Article 6.3, the other party shall not be entitled to any compensation, indemnity or



damages or other payment in respect of such termination. Article 3, Article 5.0, Articles 7.2 and 7.3 and all other provisions of this Agreement, including any Exhibit, that expressly or by their nature survive termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination.

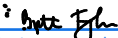
- 6.4 Sanofi shall have the right during the term of this Agreement and three (3) years thereafter to audit whether Recipient's use of the Financial Contribution is in accordance with this Agreement.

7. Effective Date, Governing Law and Dispute Resolution

- 7.1 This Agreement becomes effective when signed by an authorized representative of each party. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission
- 7.2 The 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 the Parties fail to reach an agreement, the Parties agree to submit the dispute to the exclusive jurisdiction of the competent court of Copenhagen, notwithstanding plurality of defendants, summary proceedings or impleader.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

SANOFI

Signature*: 
 Birgitte Fyhn (Aug 15, 2024 09:18 GMT+2)

Date: 08/15/2024

Name: Birgitte Fyhn

Title: Head of Market Access & External Affairs Denmark

Recipient

Signature*: 
 Eva Tingkær (Aug 19, 2024 14:13 GMT+2)

Date: 08/19/2024

Name: Eva Tingkær

Title: Vicedirektør, Diabetesforeningen



EXHIBIT A Project description and budget

Ansøgning om støtte til Christiansborg-konference

Diabetesforeningen har søsat en ny tradition: Sundhedspolitisk Åbningsdebat, der i 2024 løber af stablen for tredje gang. Formålet med konferencen er at rammesætte en bredere sundhedspolitisk debat. Temaet for konferencen vil være "Fra Sundhedsstrukturkommission til virkelighed" og vil være en bredere sundhedspolitisk debat om, hvordan Sundhedsstrukturkommissionens anbefalinger kan blive udmøntet på en måde, så det sikrer et reelt kvalitetsløft i behandlingen af kroniske sygdomme som diabetes samt bedre patientforløb.

Konferencen vil lægge scene til politikere fra hhv. Christiansborg, kommuner og regioner samt eksperter og andre organisationer, der kan perspektivere og debattere temaet. På konferencen vil Diabetesforeningen fremlægge hovedpointerne fra den økonomiske analyse af hhv. omkostninger til og samfundsøkonomiske gevinster af en styrket behandling af især type 2-diabetes. Men vil ligeledes være omdrejningspunkt for en bredere debat om forbedringen af behandlingen af kroniske sygdomme i det nære sundhedsvæsen.

Konferencen vil løbe af stablen den 24. september 2024 og vil være beværtet af Flemming Møller Mortensen, sundhedsordfører for Socialdemokratiet.

Periode: 24. September 2024

Samlet projektbudget: 235.000 kr.

Anmodning om støtte fra Sanofi på 50.000 kr.

Der søges ligeledes økonomisk støtte hos hhv. Novo Nordisk og Boehringer Ingelheim til Sundhedspolitisk Åbningsdebat.

Den finansielle støtte skal bruges til at dække en del af Diabetesforeningens udgifter i forbindelse med konferencen samt udgifter til delvis moms (Diabetesforeningen har kun mulighed for at trække 19,2 % af momsdelen fra vores udgifter).