

DONATION AGREEMENT

The **parties** to this agreement are:

Novo Nordisk Denmark A/S
Att.: Thomas Bille Winkel
Ørestads Boulevard 108, 6.
2300 København S

Diabetesforeningen
Stationsparken 24, st.tv.
2600 Glostrup

Company registration no.
CVR No. 38180045

Company registration no.
CVR No. 35 23 15 28

("Novo Nordisk")

("Recipient")

1. Purpose and nature of the donation



1.1 Recipient's request and non-commercial purpose

The Recipient's request for financial and/or non-financial support from Novo Nordisk for its activity Donation for Diabeteskampen is detailed in Attachment A. The Recipient shall use the donation only for the non-commercial purpose of improving the lives of people living with diabetes as described in Attachment A.

1.2 Novo Nordisk's support

Novo Nordisk has decided the Recipient's request is worthy of support as part of Novo Nordisk's commitment to diabetes awareness.

Novo Nordisk agrees to donate to the Recipient the amount of DKK 100.000 to support the request.

Novo Nordisk will not make any non-financial transfers of value.

2. Start and end dates of this agreement



This agreement shall become effective as of date of last signatory and shall remain effective until sixty (60) days after the parties have fulfilled their obligations under it.

3. Recipient's duties



3.1 Inform Novo Nordisk of changes affecting the request

The Recipient shall inform Novo Nordisk promptly of changes affecting the nature, purpose, participants or timing of the requested support. If Novo Nordisk determines that the change affects its compliance requirements, Novo Nordisk may demand full

or partial repayment of the donation. The Recipient shall comply with the demand within 14 days.

3.2 Account for the activity within 1 month after completion

Within 1 month after completing the activity supported by the donation, the Recipient shall provide to Novo Nordisk a report or letter evidencing that the donation was used for its intended purpose. The Recipient may provide this documentation in the form of a "Thank you" letter or invoice with attachments, or other similarly substantiated written form acceptable to Novo Nordisk.

3.3 Refund any unspent amounts

The Recipient shall refund to Novo Nordisk any amounts not spent for the requested purposes, as shown by the accounting and documentation.

3.4 Be responsible for care and use of donated items

If Novo Nordisk donates physical items, the Recipient is solely responsible for its own use of the donated items and shall assure that donated items are properly stored, handled and protected after delivery. Novo Nordisk is not responsible or liable for the Recipient's use of the donated items and is not required to carry insurance or take any other measures to protect donated items after delivery. Novo Nordisk provides donated items as is and without any express or implied representation or warranty of quality or performance.

3.5 Publicise Novo Nordisk as donor

The Recipient shall mention Novo Nordisk's name as the donor in publicity, advertising, announcements, articles, media releases or similar communications in relation to the supported activity.

3.6 Use Novo Nordisk branding only if approved

The Recipient may not use Novo Nordisk's logo, trademarks or other corporate identity marks or materials unless Novo Nordisk approves the use in advance in writing. Any use must comply with Novo Nordisk's Brand Manual (<https://brandportal.novonordisk.com/>).

3.7 Allow Novo Nordisk to publicise the donation with Recipient's logo

The Recipient hereby permits Novo Nordisk to use the Recipient's name, logo, trademarks or other organisational identity marks or materials in publicity, advertising, announcements, articles, media releases or similar communications concerning Novo Nordisk's donation.

4. General conditions



4.1 No conflict of interest

Recipient states it is not aware of any conflict of interest related to its acceptance of the donation. Recipient shall inform Novo Nordisk promptly if it discovers such a conflict of interest.

4.2 Compliance with law and ethics

When carrying out the activity supported by the donation, Recipient performs the activity in a fair and balanced manner and shall comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those

related to bribery, corruption and unethical business practices. Recipient shall not give or receive bribes to obtain undue or improper advantage.

Novo Nordisk contract parties may securely and confidentially report suspected misconduct through the Novo Nordisk compliance hotline, www.novonordisk.com/compliancehotline Recipient shall inform its personnel about this compliance hotline where relevant.

Novo Nordisk will not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines ("Deviations") and Recipient will indemnify, defend and hold Novo Nordisk harmless against any claim or suit brought against Novo Nordisk due to such Deviations that are not due to any act or omission by Novo Nordisk.

4.3 Parties act independently

Recipient shall organise and conduct the supported activity independently from Novo Nordisk. Recipient shall incur all expenses and other financial commitments and take all other actions related to the supported activity in its own name and for its own account. By making the donation, Novo Nordisk does not assume any right or responsibility to influence the activity's content or conduct, or otherwise act on behalf of Recipient.

4.4 Donation is not an incentive

Novo Nordisk states and Recipient acknowledges that the donation is not an incentive or reward for the past, present or future willingness of Recipient, its employees or participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorise, approve or supply, or to support in any other way, Novo Nordisk's products or services.

4.6 Parties may terminate upon breach

Either party may terminate this agreement with immediate effect upon a material breach by the other party.

4.7. Dispute resolution and applicable law

The parties shall use reasonable efforts to settle all matters in dispute amicably. Where settlement is not possible, disputes will be subject to the jurisdiction of the courts in the Recipient's location. The laws of that jurisdiction will apply to all disputed matters, to the exclusion of any rule that would refer the subject matter to another forum.

4.8. Parties' internal approvals

Each party states that the donation and this agreement have been approved by an authorised person according to the organisation's standard procedures.

5. Attachments



The following attachments are part of this agreement:

Attachment A: Recipient's request for support (application form, letter or email), with detailed program plan, timeline and budget

Attachment B: Invoice instructions for Recipient—for financial donations only

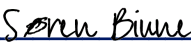
Attachment C: to Donation Agreement

Donations to Healthcare Organizations and Patient Organisations: required public disclosures and handling of employee data

SIGNED BY:

Date: 22 November 2021

On behalf of Recipient:

DocuSigned by:

7AB25D4ADDFD43E...

Name: Søren Biune
Title: Forretningschef

Date: 04 November 2021

On behalf of Novo Nordisk:

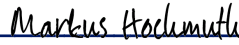
DocuSigned by:

211345292FC64A2...

Name: Thomas Bille Winkel
Title: SR. Communications and Public Affairs Manager

Date: 22 November 2021

On behalf of Novo Nordisk:

DocuSigned by:

D6C3B77D06B64DC...

Name: Markus Hochmuth
Title: Director, Biopharm, MAPA & Diabetes

Attachment A to Donation Agreement

Recipient's request for support (application form, letter or email)



Ønsker du og din virksomhed at donere et beløb til **Diabetesforeningen** i Danmark?

Kontakt venligst:

Forretningschef **Søren Biune** sb@diabetes.dk, tlf. 41 91 88 45

Erhvervsansvarlig, partnerskaber & CSR **Kim Thines** Kim@diabetes.dk, tlf. 41 91 88 29



På forhånd tak for din støtte

diabetes foreningen



I samarbejde med

beat diabetes

Sammen om et godt liv med diabetes – og en fremtid uden

– kampen for livet



Få jeres firmanavn vist i nyt TV-indsamlingsshow

Hver dag får 43 danskere konstateret diabetes

Diabetes fører for ofte til tidlig død. Forskning og rådgivning kan redde liv.

Vis jeres virksomheds støtte til diabetessagen

Når kendte fra Danmark, Norge og Sverige dystet om at samle flest penge ind til hver deres diabetesforeninger.

Showet sendes direkte på Verdens Diabetesdag

søndag 14. november kl. 19 på **TV3, Viaplay og Viafree**



diabetes foreningen



Sammen om et godt liv med diabetes – og en fremtid uden

Detailed program plan, timelines and budget

Diabeteskampen

er et **indsamlingsshow** til fordel for Diabetesforeningen i Danmark og diabetesforeninger i Norge og Sverige. Showet bliver sendt søndag den 14. november 2021 kl. 19.00 på TV3, Viaplay og Viafree.

Beat Diabetes Foundation

i Sverige står bag gennemførelsen af TV-showet i samarbejde med Diabetesforeningen i Danmark og Norge samt Svenska Barndiabetesfonden. Kendte fra Danmark, Norge og Sverige dystet om at samle flest penge ind til diabetessagen i de tre lande, og showet indeholder personlige beretninger fra mennesker med diabetes, diabeteseksperter og masser af underholdning.



Programleder på det store TV-show er Peter Jihde, kendt som sportsreporter og TV-vært på TV4 i Sverige. Han har selv type 1-diabetes.

Kender du alvoren ved diabetes?

Diabetes er den 7. hyppigste dødsårsag i Danmark. Det skyldes sygdommens alvorlige og ofte usynlige følgesygdomme. Men statistikken viser ikke hele billedet. Mange dødsfald på grund af hjerte-kar-sygdom eller nyresvigt skyldes nemlig underliggende diabetes.

I dag har 280.000 danskere diabetes.

I 2030 vil cirka 467.000 mennesker være ramt af diabetes.

Det er tal, der er til at forstå.

Din støtte gør en forskel

Benytt showet til at vise Danmark, dine kunder, samarbeidspartnere, kommende medarbejdere og ansatte, at din virksomhed støtter op om den livsvigtige kamp mod diabetes. Overskuddet fra TV-showet går til børnefamiliekurser, forskning i diabetes, rådgivning, forebyggelse og oplysning. Med din støtte kan vi hjælpe børn, unge og voksne, der rammes af diabetes.



Giv en donation

og få din virksomheds navn vist under TV-showet

Hver en krone tæller og for hver donation til fordel for Diabetesforeningen i Danmark, kan vi tilbyde din virksomhed tv-eksponering nederst på tvskærmen i forbindelse med Diabeteskampen på TV3, Viaplay og Viafree.

Din virksomheds donation

Eksponering af jeres firmanavn samt støttebeløb

5.000 kr.

Minimum 2 gange



10.000 kr.

Minimum 4 gange



20.000 kr.

Minimum 6 gange



50.000 kr.

Minimum 8 gange



+75.000 kr.

Minimum 10 gange



Bemærk: Donation er fradragsberettiget efter gældende skatteregler jfr. Statsskattelovens §6, og alle beløb er ekskl. moms.



Din virksomhed får Diabetesforeningens støttelogo tilsendt, så I kan bruge det på virksomhedens hjemmeside, til e-mailsignatur og til branding på sociale medier.



Attachment B to Donation Agreement

Invoice instructions for Recipient—for financial donations only

Novo Nordisk requires a complete and correct invoice from the recipient before paying the donation amount.

Novo Nordisk will pay invoices only via electronic funds transfer to the Recipient's account.



INVOICE CONTENTS

Any invoice that does not meet the criteria below will be returned for correction.

Recipient's information

- Recipient's full company name and address (the company signing the Donation Agreement)
- Bank account for electronic payment: account holder name, account number (IBAN), bank name and address, routing number or code (SWIFT/BIC in EU)

Invoice information

- Invoice number or reference
- Invoice date
- Specification of the account entry type (invoice, credit note, etc.)

Donation information

- Quantity and nature of the donation activity covered by the invoice
- Date (if known) of the donation activity covered by the invoice
- Donation amount payable and currency

Novo Nordisk information

- Novo Nordisk's full company name and address (the company signing the Donation Agreement):
Novo Nordisk Denmark A/S, Ørestads Boulevard 108, 6., 2300 København S
- Novo Nordisk contact person's full name and initials: TBWL Thomas Bille Winkel

VAT or sales tax information (only where applicable by law)

- VAT or other tax amount payable
- VAT or other tax rate applied
- Novo Nordisk company VAT number: 38180045

Attachment C to Donation Agreement

Donations to Healthcare Organizations and Patient Organisations: required public disclosures and handling of employee data

Novo Nordisk, as a member of EFPIA (the European Federation of Pharmaceutical Industries and Associations), is required to make public the details of payments or in-kind transfers made to Recipient. Information will be made public on <https://www.novonordisk.dk/about/etiske-regler.html>

The Recipient shall provide to Novo Nordisk upon request all information reasonably required for Novo Nordisk's compliance with legal and/or regulatory requirements for contracting, tracking and disclosing transfer of values (ToVs) to the Recipient.

Recipient will publish information on the Donation on the Recipient's webpage. The information will include the Donation amount and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Donation. The information must be publicly available for at least two (2) years.

Novo Nordisk hereby informs the Recipient that information about the Recipient is collected, used, stored, transferred and disclosed (collectively "**Processed**") by or on behalf of Novo Nordisk. Novo Nordisk processes information such as name, business address, contact details, nature of relationship with Novo Nordisk, tax number, unique identifier, and any ToVs from Novo Nordisk to the Recipient.

Whenever the Recipient shares with Novo Nordisk information about its employees, the Recipient shall inform the employees that their information is being shared and provide them with all information required under Article 13 and 14 of the General Data Protection Regulation, if applicable, and under other applicable data privacy laws. The Recipient shall indemnify Novo Nordisk and any affiliate of Novo Nordisk against all claims, expenses, losses and damages or liabilities arising from the Recipient's breach of its obligations to provide this information to its employees

Certificate Of Completion

Envelope Id: 7104D5D5F2FE416C93C414DDF28A1DA3	Status: Completed
Subject: Please DocuSign: Donation to Diabeteskampen– Donation Agreement 2021.doc	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Charlotte Jensen
Time Zone: (UTC+01:00) Brussels, Copenhagen, Madrid, Paris	Ørestad Boulevard 108
	København S, Denmark 2300
	cjzy@novonordisk.com
	IP Address: 152.73.10.41

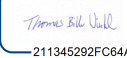
Record Tracking

Status: Original	Holder: Charlotte Jensen	Location: DocuSign
04 November 2021 12:37	cjzy@novonordisk.com	

Signer Events

Thomas Bille
 TBWL@novonordisk.com
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 211345292FC64A2...

Timestamp

Sent: 04 November 2021 | 12:38
 Viewed: 04 November 2021 | 14:16
 Signed: 04 November 2021 | 14:17

Signature Adoption: Uploaded Signature Image
 Using IP Address: 165.225.194.187

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Markus Hochmuth
 MRPH@novonordisk.com
 MAPA DIR
 Security Level: Email, Account Authentication (None)

DocuSigned by:


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Sent: 04 November 2021 | 14:17
 Viewed: 22 November 2021 | 13:50
 Signed: 22 November 2021 | 13:50

Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.194.217

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

DocuSigned by:

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Sent: 22 November 2021 | 13:50
 Viewed: 22 November 2021 | 14:06
 Signed: 22 November 2021 | 14:07

Signature Adoption: Pre-selected Style
 Using IP Address: 152.115.68.2

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	04 November 2021 12:38
Certified Delivered	Security Checked	22 November 2021 14:06
Signing Complete	Security Checked	22 November 2021 14:07
Completed	Security Checked	22 November 2021 14:07

Payment Events	Status	Timestamps
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