

SPONSORSHIP AGREEMENT

The **parties** to this agreement are:

Novo Nordisk Denmark A/S
Att.: Sussie Charlotte Theil
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. 35231528

(“Novo Nordisk”)

(“Recipient”)

1. Purpose and nature of the sponsorship



1.1 Recipient's request and purpose

The Recipient has requested financial and/or non-financial support from Novo Nordisk for its activity “Hjertet og Diabetes” as further detailed in Attachment A.

The Recipient shall use the sponsorship only for the purpose of healthcare-related education, information, research or scientific exchange, 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 involvement in diabetes awareness.

Novo Nordisk is one of several sponsors of the activity.

Novo Nordisk agrees to provide to the Recipient the amount of DKK 50.000 inclusive taxes 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 Provide a tangible benefit to Novo Nordisk

In exchange for the sponsorship, the Recipient shall provide to Novo Nordisk recognition as a sponsor in form of a Novo Nordisk logo shown in the digital campaign.

3.2 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 sponsorship. The Recipient shall comply with the demand within 14 days.

3.3 Account for the activity regularly and upon completion

The Recipient regularly shall inform Novo Nordisk of the progress of the activity in writing.

3.4 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.

3.5 Be responsible for care and use of sponsored items

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

3.6 Publicise Novo Nordisk as sponsor

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

3.7 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 this agreement specifically permits the use or Novo Nordisk approves the use in advance in writing. Any use must comply with Novo Nordisk's Brand Manual (<https://brandportal.novonordisk.com/>).

3.8 Allow Novo Nordisk to publicise the sponsorship with Recipient's logo

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



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 sponsorship. Recipient shall inform Novo Nordisk promptly if it discovers such a conflict of interest.

4.2 Compliance with law and ethics

Recipient shall ensure that:

- a) The invitation for the event clearly states that the event is being sponsored by one or more pharmaceutical companies;
- b) The educational meeting will be physically separated from the commercial areas with promotional booths;
- c) The commercial area with promotional booths will not be accessible for the general public; only health care professionals (hereinafter refer to as 'HCPs') will have access to this area;
- d) The Sponsorship will solely support the strictly medically and/or scientifically relevant parts of the Activity programme. If the programme contains any agenda items that is, or could be perceived as, entertainment or not medically relevant, these items must be financed solely and expressly by Activity participants' fees; and
- e) The Sponsorship cannot be used for any gifts to Activity participants or the general public.

The Recipient acknowledges that Novo Nordisk must report the sponsorship to ENLI (Etisk Nævn for Lægemedelindustrien) in accordance with ENLI's advertising code for advertising, etc. directed towards healthcare professionals (Kodeks vedrørende reklame m.v. for lægemidler rettet mod sundhedspersoner).

When carrying out the activity supported by the sponsorship, Recipient shall:

- obtain all licenses needed to conduct the activity,
- perform the activity in a fair and balanced manner,
- comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those related to bribery, corruption and unethical business practices and those governing drug promotional and advertising activities and interactions with healthcare professionals.

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 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 sponsorship, neither party assumes any right or responsibility to act on behalf of the other party.

4.4 Sponsorship is not an incentive

Novo Nordisk states and Recipient acknowledges that the sponsorship is not an incentive or reward for the past, present or future willingness of Recipient, its employees or the participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorize, 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 sponsorship and this agreement has been approved by an authorized person according to the organization'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 sponsorships only

Attachment C: Sponsorships to Health Care Organisations and Patient Organisations: required public disclosures and handling of employee data

SIGNED BY:

Date: 10 July 2021

Date: 09 July 2021

On behalf of Recipient:

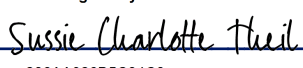
DocuSigned by:

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Name: Tanja Thybo

Title: Head of Research

On behalf of Novo Nordisk:

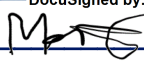
DocuSigned by:

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Name: Sussie Charlotte Theil

Title: Brand Lead, Diabetes BU

Date: 09 July 2021

On behalf of Novo Nordisk:

DocuSigned by:

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Name: Markus Peter Hochmuth

Title: Sr. Director, MAPA & Biopharm/Diabetes BU

Attachment A to Sponsorship Agreement

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

Ansøgning om støtte til kampagnen **Hjertet & Diabetes** – udbredelse af kendskab

Diabetesforeningen påtænker at køre en 2. bølge af kampagnen "**Hjertet og Diabetes**". Kampagnen vil som i 1. bølge (efterår 2020) fokusere på personer med diabetes' øgede risiko for hjerte-kar-sygdomme og væsentligheden af at drøfte ens situation med relevant behandler.

Kampagnens formål er at øge kendskabet til, at mennesker med diabetes er i øget risiko for at udvikle hjerte-kar-sygdomme, og at der er hjælp at hente i vejledningen "**Hjertet & Diabetes**". Vi kan på de digitale kanaler identificere relevante målgrupper, målrette vores kommunikationsindsats samt måle effekten af indsatsen. Kampagnen vil køre på digitale kanaler i en periode på 3 måneder i 2. halvår af 2021. Derudover vil vi søge igen at etablere et samarbejde med udvalgte apotekskæder omkring synlighed på deres kanaler.

Vejledningen "**Hjertet og Diabetes**" som blev opdateret i 2020, vil være tilgængelig i både en online- og fysisk version (<https://diabetes.dk/media/aapahp2cm/hjertet-og-diabetes.pdf>). Praktiserende læger har kontinuerligt muligheden for at bestille et lager hjem til egne diabetespatienter.

Vi søger tilsagn fra 3 andre medicinalfirmaer til kampagnen, og Diabetesforeningen søger Novo Nordisk Denmark A/S om et **sponsorat på 50.000 kr. + moms** til medfinansiering af kampagnen.

Detailed program plan, timelines and budget

Budget

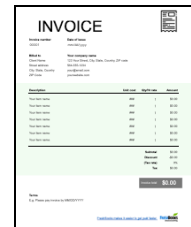
Produktion af grafisk materiale	20.000 kr.
Annonceopsætning og målretning	8.000 kr.
Test, evaluering og optimering	6.000 kr.
Annoncebudget SoMe, display og banner	150.000 kr.
Projektledelse	16.000 kr.
I alt	200.000 kr.

Attachment B to Sponsorship Agreement

Invoice instructions for Recipient—for financial sponsorships only

Novo Nordisk requires a complete and correct invoice from the recipient before paying the sponsorship 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 Sponsorship 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.)

Sponsorship information

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

Novo Nordisk information

- Novo Nordisk's full company name and address (the company signing the Sponsorship Agreement):
Novo Nordisk Denmark A/S, Ørestads Boulevard 108, 6., 2300 København S
- Novo Nordisk contact person's full name and initials: Sussie Charlotte Theil SSSQ

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

Send invoices or credit notes by email with attached pdf (no paper copy) to:

Novo Nordisk Denmark A/S

CJZY@novonordisk.com with a copy to Novo Nordisk contact person

Attachment C to Sponsorship Agreement

Sponsorships to Health Care Organisations 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.

Novo Nordisk will publish information relating to this Sponsorship on Novo Nordisk's website (www.novonordisk.dk). According to local regulations Novo Nordisk may in addition make this Sponsorship Agreement publicly available.

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 Sponsorship on the Recipient's webpage. The information will include the Sponsorship 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 Sponsorship. 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 employee.

Certificate Of Completion

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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: 165.225.194.187

Record Tracking

Status: Original	Holder: Charlotte Jensen	Location: DocuSign
09 July 2021 12:27	cjzy@novonordisk.com	

Signer Events

Sussie Charlotte Theil
 sssq@novonordisk.com
 Brand Lead

Novo Nordisk Denmark A/S
 Security Level: Email, Account Authentication
 (None)

Signature

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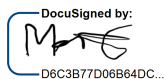
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 Viewed: 09 July 2021 | 15:07
 Signed: 09 July 2021 | 15:09

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Markus Peter Hochmuth
 MRPH@novonordisk.com
 MAPA DIR

Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Thybo, Tanja
 Tth@diabetes.dk
 Head of Research

Security Level: Email, Account Authentication
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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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Signing Complete	Security Checked	10 July 2021 13:31
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Payment Events	Status	Timestamps
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