

SPONSORSHIP AGREEMENT

The **parties** to this agreement are:

Novo Nordisk Denmark A/S
Att.: Markus Peter Hochmuth
Ørestads Boulevard 108, 6.
2300 København S

Effector
Bredgade 25 F
1260 København K

Company registration no.
CVR No. 38180045

Company registration no.
CVR-nr 26635055

("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 Facebook live event on 22 april 2020, where people living with diabetes can ask questions related to Covid 19 and 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 the sole sponsor of the activity.

Novo Nordisk agrees to provide to the Recipient the amount of DKK 63.000 to support the request.

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, with Novo Nordisk logo.

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.

Within 1 month after completing the activity supported by the sponsorship, the Recipient shall provide to Novo Nordisk a report or letter evidencing that the sponsorship was used for its intended purpose. The Recipient may provide the accounting and documentation in the form of a sponsorship package, website publication, report or invoice with attachments, or other similarly substantiated written form acceptable to Novo Nordisk.

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

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, <http://www.novonordisk.com/contact-us/compliance-hotline>. 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.

The Recipient will collect and process the personal data for its own purpose as an independent data controller. The Recipient acknowledges and agrees that it will comply with applicable data protection laws and provide all of the data subjects, as applicable, whose information is being processed, with information about the Party's collection and processing of their personal data. Such information must comply with applicable data protection laws, including Article 13 and 14 of the General Data Protection Regulation. The Recipient will defend and indemnify NOVO NORDISK from and against all claims raised by a data subject due to the Party's non-compliance with this Clause.

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

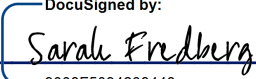
SIGNED BY:

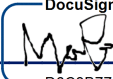
Date: april 20, 2020

Date: April 20, 2020

On behalf of Recipient:

On behalf of Novo Nordisk:

DocuSigned by:

9008F5094208448...

DocuSigned by:

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Name: Sarah Fredberg

Name: Markus Peter Hochmuth

Title: Managing Director

Title: Market Access Director

Attachment A to Sponsorship Agreement

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

Ansøgning om sponsorat Facebook live event om diabetes og COVID-19

Der ansøges om sponsorat til afholdelse af et Facebook live event afholdt af Diabetesforeningen fra deres Facebookside. Effector vil stå for den praktiske afvikling af eventet. Diabetesforeningen er en interesseorganisation, der siden 1940 har støttet folk, der lever med diabetes. Foreningen har ca. 90.000 medlemmer og er dermed en af Danmarks største patientforeninger. Effector A/S er en konsulentvirksomhed, der udelukkende arbejder inden for sundhed.

Formålet med eventet er at afhjælpe de mange spørgsmål som både Diabetesforeningen og sundhedssystemet får fra patienter med diabetes om, hvordan de skal forholde sig til corona-virus.

Da informationen fra myndighederne er skiftende og sundhedspersonalet oplever, at mange patienter, der lever med diabetes er utrygge og har mange spørgsmål til, hvordan de skal forholde sig til coronavirus (både i forhold til at undgå smitte og i hvis de bliver smittet) ønsker Diabetesforeningen at afholde et live event, hvor Troels Krarup Hansen, professor og centerdirektør for Steno Diabetes Center Aarhus, kan fortælle om den viden, der findes på området, og hvordan man skal forholde sig som diabetespatient.

Målgruppen er således mennesker med type 1 og type 2 diabetes.

Selve live eventet afholdes fra Diabetesforeningens Facebookside. Troels Krarup er vært for eventet. Det vil være muligt at indsende spørgsmål inden Facebook live afholdes, og disse spørgsmål vil sammen med Diabetesforeningens erfaringer ift hvad der er vigtig viden for mennesker med diabetes danne grundlag for et indledende oplæg fra Troels Krarup inden der åbnes op for spørgsmål fra følgerne. Filmen optages og kan efterfølgende lægges på Diabetesforeningens hjemmeside og ses fra Facebook. Opslag på hjemmesiden har en range op til 30.000 personer pr. opslag, og det forventes at filmen under live eventet og efterfølgende vil nå ud til en stor gruppe mennesker med diabetes samt pårørende.

Der modtages ikke støtte fra andre virksomheder til eventet, der forventes afholdt onsdag d. 22. april 2020. Diabetesforeningen ønsker en meget kort timeline for projektet, da behovet for information er stort netop nu, hvor genåbningsfasen af Danmark er gået i gang.

Der indgås ikke skriftlig aftale med Troels Krarup, da han er vært for eventet i egenskab af sin post som næstformand i Diabetesforeningens 'Diabetesråd'. Troels Krarup modtager derfor heller ikke honorar for sin deltagelse.

Det vil fremgå af beskrivelsen af eventet, at eventet er gjort økonomisk muligt af Novo Nordisk. Sponsoratet vurderes at have potentiale til at fastholde Novo Nordisks omdømme som en virksomhed der tager socialt ansvar og aktivt medvirker til at forbedre livet for mennesker med diabetes.

Der ansøges om 63.000 kr. til forberedelse, afvikling og opsamling på eventet (se specificeret budget i vedhæftede proposal)

AKTIVITETER

- Udarbejdelse af idé og vinkel
- Udarbejdelse af spørgeguide/manuskript
- Træning af ekspert
- Markedsføring af event på Facebook
- Afholdelse af event
- Debatmoderation samt bivirkningsovervågning og - indrapportering.
- Efterfølgende afrapportering (antal seere, trafik etc.)

BUDGET		Budget i DKK*
Facebook live – idé og manuskript, rekruttering, generalprøve, udførelse, moderation og eventstyring. Seniorrådgiver: 20 timer: 33.000 kr. (timepris 1650 kr.) Rådgiver: 10 timer: 14.500 kr. (timepris 1450 kr.) Digital producer: 12,5 timer: 12.500 kr. (timepris 1000 kr.)		60.000
Service charge 5 %		3000
Total		63.000

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: Markus Peter Hochmuth MRPH

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

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