



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 Diabetesforeningen (Danish Diabetes Association), a patient association which works toward enhancing the quality of life for people with diabetes and their relatives, improve the possibilities for diabetes treatment, and prevent diabetes as well as its complications.
- C. Recipient organizes the development of a new patient guide concerning the effect of diabetes on the kidneys (‘nyrerne og diabetes’), as well as updating the guide on type 2-diabetes and the on one the effect of diabetes on the heart (‘Hjertet og Diabetes’). In addition to these updates, the project will include the development of webinars disseminating the new information to relevant HCPs (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 by means of a financial contribution in the amount of € 10,079 (DKK 75.000) (the “Financial Contribution”).
- 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 susanne.noettrup@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: Sanofi will be advertised on the guides as a contributing organization (via logo).

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 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 (Mar 10, 2023 08:36 GMT+1)

Date: 10-Mar-2023

Name: **Birgitte Fyhn**

Title: **Head of Market Access and Public Affairs**

Recipient

Signature*: 

Date: 10-Mar-2023

Name: **Claus Richter**

Title: **CEO**
