

## GRANT AGREEMENT

between

Incyte Biosciences Denmark ApS, Suomisvej 4, 1927 Frederiksberg C, Denmark (“**Incyte**”)

and

LyLe - The Patient Advocacy Group for Lymphoma, Leukemia and MDS, Banetoften 26, Næstved, 4700, Denmark (“**Recipient**”)

### BACKGROUND INTRODUCTION

Incyte is part of an integrated global oncology company focused on transforming the lives of cancer patients. Recipient is a Patient Organisation which plans to publish its upcoming magazine titled: "LyLe Nyt" and in particular the November edition. The magazine includes relevant articles about treatment methods within the areas of CLL, CML, AML, ALL, MDS and all the various kinds of lymphomas as well as patient stories - all with focus on best practice and quality of life and will be distributed to all Recipient's members, published online and sent to ten haematological centres in Denmark. Recipient requested a financial support from Incyte (as per the Original Request for Support herein attached in Schedule 1) to fund the Project described above and in Schedule 1 (“**Project**”). Incyte as part of its commitment to support medical education and quality patient care is willing to provide such support, subject to the terms of this Agreement.

#### Article 1 –Support

Incyte will provide Recipient with Fifty Thousand DKK (50,000.00 DKK) (“**Support**”) which shall be used by Recipient for the Project.

#### Article 2 – Payment of Support

2.1 Payment of the Support shall be made by Incyte to the bank account of Recipient identified on the Original Request for Support received from Recipient.

2.2 The Parties expressly acknowledge, for the avoidance of doubt, that the execution of this Agreement and/or the payment of the Support is not intended to and will not in fact influence any prescribing, or procurement decisions favourable to Incyte's commercial interests.

#### Article 3 – Transparency

3.1 Recipient must provide transparent declaration that Incyte has provided Support for the purposes of the Project only and no other purpose. Except as provided herein, Recipient undertakes not to use Incyte name nor any trademark or other distinctive signs belonging to the Incyte group of companies (“**Incyte Group**”) in any statements or public announcements without Incyte's prior written consent. The Incyte Group shall have the right to use, copy and publish the name, trademark, or logo of Recipient in order to comply with transparency reporting requirements to which it may be subject.

#### **Article 4 – Compliance**

4.1 The Project will not involve research in humans and or animals.

4.2 No identifiable personal data will be shared with Incyte and any personal data processing by Recipient shall be conducted in accordance with applicable laws and regulations for which Recipient shall be the “Data Controller” for the purpose of data privacy law.

4.3 No part of the Support may be paid, granted or distributed to any other organization or individual, other than to pay reasonable compensation for items and services provided to Recipient in connection with the Project. Recipient shall not transfer any portion of the Support to any third party, which is not involved in the running of the Project.

4.4 No portion of the Support shall be provided to a healthcare professional or to any government employee or official.

4.5 Incyte shall have no control or influence over the Project. Incyte shall have no liability with respect to any third-party claims arising from the Project.

4.6 The relationship under this Agreement is non-exclusive. The Recipient is free to seek funding from other companies at its discretion, provided, however, if any additional funding reaches a level such that all or part of the Support is no longer required by the Recipient, the Recipient shall refund such amount of the Support that is no longer required.

4.7 Any discussion of medicinal therapies by the Recipient shall be non-promotional, balanced, accurate and complete and shall comply with applicable laws and regulations.

#### **Article 5 – Publication**

5.1 The Recipient will submit to Incyte written materials intended for publication at least thirty (30) days prior to disclosure or submission for publication.

5.2 The Recipient agrees to include the following acknowledgement language, or a variant thereof, when publicising the Project results: “This project was supported by a grant from Incyte Pharmaceuticals.”

#### **Article 6**

6.1 This Agreement shall continue in full force and effect from the date of signature until the earlier to occur of either (a) the date when both Parties completed their obligations from this Agreement, or (b) when either Party terminates this Agreement.

6.2 Either Party may terminate this Agreement if: (a) the Project is terminated early, or (b) if the Support is no longer required/needed by Recipient.

**Article 7 – Miscellaneous**

7.1 Both Parties shall comply with applicable laws, regulations and guidelines in the performance of the Agreement. The Recipient agrees that Incyte may publish payments made to Recipient under this Agreement, including the Recipient’s name and the amount of the Support and such other information as may be required by applicable laws, regulations or industry codes or practice. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter of this Agreement. Changes and amendments to this Agreement are valid only if they are made in writing and signed by a duly authorised representative on behalf of each Party. This Agreement may be executed in counterparts all of which taken together shall constitute one agreement and copies may be exchanged electronically, such as by e-mail (e.g. PDF) and such electronic copy of the signed document will be considered valid and binding on the signing Party.

**Incyte Biosciences Denmark ApS**

DocuSigned by:

*Erik Fromm*

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Name (CAPS): Erik Fromm

Date: 10/26/2018

By signing below, you, as authorized representative of the below mentioned entity, confirm that this entity is lawfully entitled and authorized to receive third party financial support, including the Support described in this Agreement.

**LyLe - The Patient Advocacy Group for Lymphoma, Leukemia and MDS**

DocuSigned by:

*Rita O. Christensen*

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Name (CAPS): Rita O. Christensen

Date: 10/29/2018

## Schedule 1 – Original Request for Support & Project details



Patientforeningen for  
Lymfekræft, Leukæmi og MDS



Incyte Biosciences Denmark ApS  
Suomisvej 4  
1927 Frederiksberg C  
Att.: Peter Frandsen

September the 25<sup>th</sup> 2018

### **APPLICATION FOR FINACIAL SUPPORT**

On behalf of Lyle - The Patient Advocacy Group for Lymphoma, Leukemia and MDS - I hereby forward our application for financial support to cover our costs in connection with publishing our upcoming magazine "LyLe Nyt" - November edition.

This highly popular news magazine "LyLe Nyt", includes relevant articles about treatment methods within the areas of CLL, CML, AML, ALL, MDS and all the various kinds of lymphomas as well as patient stories - all with focus on best practice and quality of life.

It will be distributed to all our members, published online and sent the ten hematological centers in Denmark, and just to list a few of the other than above mentioned relevant areas:

- *Personalized medicine*
- *Immuno oncology*
  
- *Articles from our upcoming national "Blood Cancer Conference" 18.09.29*

Responsible for the editorial line in our magazine is journalist Finn Stahlschmidt, who has long and thorough experience in covering the medical area and is specialized within hematological diseases. We would be pleased, if you could support us with the amount of DKK 100,000 to cover all costs included

I will be more than pleased to provide additional information as well as answer all questions you might have in order of you being able to make a decision, which we of course hope will be positive and in our favor, as this event truly meets the needs and expectations of our members/patients. For further information please do not at any time hesitate to contact me by e-mail [rita@lyle.dk](mailto:rita@lyle.dk) or phone **+45 31 68 26 00**.

In hope off your positive response and good will, I remain

Sincerely Yours

A handwritten signature in black ink that reads "Rita O. Christensen".

Rita O. Christensen  
Chairman