

Grant Agreement

This Grant Agreement (the “*Agreement*”) is made effective as of 27 July 2020, (the “*Effective Date*”) by and between **Jazz Pharmaceuticals, Inc.**, with a principal place of business at 3170 Porter Drive, Palo Alto, California 93404, United States (“*Jazz Pharmaceuticals*”) and **LyLe Patient Advocacy Group for Lymphoma Leukemia & MDS** with a principal place of business at Banetoften 26, Naestved 4700, Denmark (“*LyLe*”) for the purpose set forth herein.

1. Purpose.

Jazz Pharmaceuticals will provide financial support for the ‘Patients with hematologic diseases and stress in the COVID19 era’ webinar which will be held on 6 July 2020 (the “*Event*”) in order to solve issues related to Covid-19 and patients with hematological diseases may have (the “*Purpose*”).

2. Amount of the Grant.

Jazz Pharmaceuticals will provide to LyLe an unrestricted grant for support of the Purpose in the amount of DKK 15,000 to be paid in a single lump-sum (the “*Grant*”).

3. Use of the Grant.

- (a) The Grant shall be used only for the Purpose and not for any other purposes. Any breach of this provision will be deemed to be a material breach of the Agreement.
- (b) LyLe will make all decisions regarding the disposition of the Grant. Upon request, LyLe will provide documentation detailing the disposition of the Grant, or any portion thereof, to Jazz Pharmaceuticals.
- (c) Should LyLe not use the Grant for the Event as stated above, LyLe hereby agrees to return the Grant without deductions or otherwise to Jazz Pharmaceuticals within 20 days of the Event.
- (d) LyLe has and will continue to exercise full control of the Purpose.

4. Transparency.

(a) In order to comply with applicable laws and industry codes imposing disclosure requirements for transfers of value made to healthcare organisations (including, without limitation the EFPIA Disclosure Code and the ABPI Code) (collectively, the “*Disclosure Rules*”), Jazz Pharmaceuticals may be required to document and publically disclose the amounts to be paid to or for the benefit of the LyLe by Jazz Pharmaceuticals under this Agreement where such amounts constitute a transfer of value according to the definition provided by the Disclosure Rules.

(b) In order to comply with applicable laws and industry codes imposing disclosure requirements for transfers of value made to healthcare organisations (including, without limitation the EFPIA Disclosure Code and the ABPI Code) (collectively, the “*Disclosure*”

Rules”), Jazz Pharmaceuticals may be required to document and publically disclose the amounts to be paid to or for the benefit of the LyLe by Jazz Pharmaceuticals under this Agreement where such amounts constitute a transfer of value according to the definition provided by the Disclosure Rules.

5. Warranties.

LyLe represents and warrants that:

- (i) the Purpose complies with all applicable laws, rules, regulations and requirements;
- (ii) it is legally able to enter into the Agreement; and
- (iii) the Agreement will not and does not conflict with any agreement, arrangement or understanding, written or oral, to which LyLe is a party or by which LyLe is bound.

6. Compliance/Anti-Corruption and Bribery

(a) LyLe represents, warrants and covenants that:

- (i) it has complied and will comply with the anti-corruption laws, rules, regulations and standards in the country or countries in which the Project is performed, as well as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 (collectively, the “Anti-Corruption Laws”);
- (ii) it has complied and will comply with the Jazz Pharmaceuticals’ Anti-Corruption Policy as set forth at www.jazzpharmaceuticals.com; and
- (iii) it has not permitted and will not permit anyone acting on its behalf to violate the Anti-Corruption Laws.

(b) LyLe shall ensure that its employees and anyone acting on its behalf in connection with the Project receive appropriate training on the Anti-Corruption Laws.

(c) In the event that during the term of the Agreement any of the representations and warranties set forth in this Clause 6 is not true and correct or LyLe fails to comply with the covenants set forth in this Clause 6, LyLe shall promptly notify Jazz Pharmaceuticals thereof in writing and, whether or not such notice is provided, Jazz Pharmaceuticals may terminate the Agreement immediately and may make any disclosure to governmental entities or otherwise, as it determines is appropriate in its sole discretion.

7. Data Protection.

The parties agree they will not provide or otherwise make Regulated Personal Information available in connection with this Agreement. “*Regulated Information*” means any information

that is subject to a duty of care imposed by, or otherwise regulated by, law, statute, or regulation. Regulated Information includes but is not limited to: (i) any information from which an individual or individual's identity can be ascertained either from the information itself or by combining the information with information from other sources, including names of individuals not a party to this agreement, non-business phone numbers, non-business addresses, social security numbers, driver's license numbers, government-issued identification numbers, and payment card or other financial account numbers; (ii) personal health information; (iii) non-public personal information; (iv) prohibited export information; and (v) payment card data; provided, however, that Regulated Information shall not include business card information. Business card information includes but is not limited to name, business phone number, business physical address, business email address.

8. Termination.

(a) Either party may terminate this Agreement immediately upon written notice to the other party if such other party materially breaches this Agreement and, after receiving written notice identifying such breach, fails to cure such material breach within 15 days after receipt of such notice. Such notice will include the effective date of termination.

(b) Jazz Pharmaceuticals shall be entitled to an immediate refund of the Grant if Jazz Pharmaceuticals terminates this Agreement pursuant to Clause 8 (a).

9. Applicable Laws.

The Agreement will be governed and construed in accordance with the laws of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

10. Miscellaneous.

(a) If any of the provisions or portion of any provision of the Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions will not be affected.

(b) The Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. To the extent permitted by law, facsimile, electronic and pdf signatures will be considered original signatures.

(c) The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, written or oral, regarding the subject matter hereof. Jazz Pharmaceuticals specifically rejects and will not be bound by any other terms and conditions.

(d) This Agreement is prepared and executed in the English language only and any translations of this Agreement into any other language will have no effect. All proceedings related to this Agreement shall be conducted in English.

Intending to be bound by the provisions hereof, the parties hereto have caused the Agreement to be executed personally or by the duly authorized representatives, to be effective as of the Effective Date.

(Remainder of page intentionally left blank.)

AGREED TO:

Jazz Pharmaceuticals, Inc.

By: DocuSigned by:
Jacqueline Kirby
38216DC3A6BA46D...

Name: Jacqueline Kirby

Title: VP, Corporate Affairs & Government Relations

Date: 23-Jul-2020

AGREED TO:

**LyLe Patient Advocacy Group for
Lymphoma Leukemia & MDS**

By: DocuSigned by:
Rita Christensen
533EC4F9950A4CE...

Name: Rita Christensen

Title: Chairwoman

Date: 27-Jul-2020