

GRANT AGREEMENT

Between

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

and

Medical Media ApS, Lundager 8, 2670 Greve, Denmark (“**Recipient**”)

and

LYLE - Patientforeningen for Lymfekræft, Leukæmi og MDS, Banetoften 26, 4700 Naestved, Denmark
 (“**Patient Organisation**”)

BACKGROUND INTRODUCTION

Incyte is part of an integrated global oncology company focused on transforming the lives of cancer patients. Recipient is a medical media communication agency which aims to organise a webinar about haematological disease, COVID-19 and vaccination, in conjunction with a doctor who has yet to be appointed and the Patient Organisation. 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**”).

Recipient shall collaborate with Patient Organisation to organise and conduct the Project in a collaborative manner and as such has requested the Support to be paid to its bank account.

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 Thirty-Five Thousand DKK (35,000.00 DKK) (“**Support**”) which shall be used for the Project in collaboration with Patient Organisation.

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 invoice 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 Patient Organisation and/or 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 and Patient Organisation undertake 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 save for the intended use during the webinar. 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 and Patient Organisation 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. Specifically, compensation to individuals for services (e.g. speaker/presenter fees) shall be within fair market value range and in no event shall exceed 200 Euro (or equivalent) per hour, excluding VAT. In countries where employer approvals or regulatory approvals are required Recipient shall ensure and verify that such are obtained in a timely manner before permitting performance of services or making any compensation payment. 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 Patient Organisation shall be non-promotional, balanced, accurate and complete and shall comply with applicable laws and regulations.

4.8 Recipient shall refund to Incyte any unused Support at the conclusion of the Project. Accordingly, within 30 working days of the completion of the Project, the Recipient shall complete and sign the Grant Use Certification form, which is attached herein as Schedule 3, and shall send the completed form to Incyte, in order to provide information on the usage of the Support received from Incyte. Recipient shall also provide Incyte with any additional information reasonably requested regarding the completion of the Project and use of Support, subject to confidentiality and privacy laws. Failure to provide the completed Grant Use Certification form and/or to refund unused Support (if applicable) shall exclude Recipient as an eligible grant funding recipient in the future.

4.9 Recipient confirms that the Support will not be used (and the budget provided for the Project does not include) any ordinary routine operating costs of the Recipient and/or any item for which the Recipient receives or is entitled to receive reimbursement or financial contribution from any third party, including but not limited to any governmental body, agency or authority.

Article 5 – Publication

5.1 The Recipient or Patient Organisation on behalf of 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 and Patient Organisation on behalf of 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 Biosciences Denmark ApS.”

Article 6 - Duration

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 The Parties shall comply with applicable laws, regulations and guidelines in the performance of the Agreement. Recipient and Patient Organisation agree that Incyte may publish payments made to Recipient under this Agreement, including the Recipient’s and Patient Organisation’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:



92852CD85D47446...

Name (CAPS): Erik Fromm

Date: 18-May-2021 | 00:25 PDT

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 - Patientforeningen for Lymfekræft

DocuSigned by:



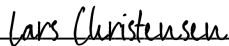
F92DBD4EBA834E6...

Name (CAPS): Rita O. Christensen

Date: 18-maj-2021 | 03:30 EDT

Medical Media ApS

DocuSigned by:



EFE5787CB1154CD...

Name (CAPS): Lars Christensen

Date: 18-May-2021 | 02:03 PDT

Schedule 1 – Project details/ Original Request for Support





Webinar on haematological disease, covid-19 and vaccination

In collaboration with a doctor who has yet to be appointed, Medical Media and the Patient Association Lyle are presenting a webinar on haematological disease, covid-19 and vaccines. The duration of the webinar is one hour incl. time for questions. The webinar is free for participants.

Via Lyle and facebook, we will promote the webinar, and aim to get 100 participants with hematological disease in their lives to attend. During the webinar, it will be possible to ask questions about hematological disease, covid-19 and vaccination. However, questions about medicine will not be answered, just as medicine is not mentioned in the webinar itself.

The webinar will be broadcast live on a date not yet set at 19.30-20.30. During the webinar, it will be announced that the webinar is a collaboration with Incyte and other pharmaceutical companies.

Price kr. 35.000 + VAT

	<p>Lars Christensen COO, PARTNER, JOURNALIST</p> <p>+45 26822231 lars@medicalmedia.dk www.medicalmedia.dk</p>	<p>Eva Kjeldsholm KEY ACCOUNT MANAGER, LÆGSEKRETÆR</p> <p>+45 61414861 eva@medicalmedia.dk www.medicalmedia.dk</p> 
---	--	---



Budget

With two collaborative partners involved, the price per. partner is DKK 35,000

Budget rates

• Presenter, fee	5000
• Assistance with graphical elements for the presenter	4500
• Medical Media review of contents with the presenter	2500
• Setup of zoom webinar platform etc.	3500
• Technical assistance throughout the entire webinar	4500
• Promotional material for the webinar	8500
• Creation and preparation of graphical elements	5500
• Coordination in relation to partners, Lyle, presenter	8500
• Medical Media trial webinar with presenter	2000
• Preparation/distribution of invitations to LyLe members	9500
• Lyle fee	5000
• Medical Media fee, incl. host role	11,000
Total budget DKK	70,000



Lars Christensen
CEO, PARTNER, JOURNALIST

+45 26822231
lars@medicalmedia.dk
www.medicalmedia.dk

Eva Kjeldsholm
KEY ACCOUNT MANAGER,
LÆGGERESTER

+45 61414861
eva@medicalmedia.dk
www.medicalmedia.dk



Schedule 3**GRANT USE CERTIFICATION**
(To be drafted on letterhead of Grant Recipient)

Project Name/description:	Organisation of a webinar about haematological disease, COVID-19 and vaccination
Grant Provider:	Incyte Biosciences Denmark ApS
Grant Recipient:	Medical Media ApS
Total Grant Funding Amount:	Thirty-Five Thousand DKK (35,000.00 DKK)

Addressee: Incyte Biosciences Denmark ApS

By signing below, I confirm the following with regard to the above grant funding support received from Incyte Biosciences Denmark ApS under the signed Grant Agreement between Incyte Biosciences Denmark ApS and the Grant Recipient identified above (the "Grant Agreement"):

1. The grant funded activity has been fully completed in accordance with the project description provided at the time of grant funding request and signature of the Grant Agreement.
2. Please tick the applicable option:
 - All of the above grant financial support provided by Incyte has been fully utilized for the purpose of the grant funded activity and there is no unused balance due to Incyte Biosciences Denmark ApS as a refund per the terms of the Grant Agreement; or
 - Part of the grant financial support provided by Incyte has been utilized for the purpose of the grant funded activity and there is an unused balance due to Incyte Biosciences Denmark ApS as a refund per the terms of the Grant Agreement in the amount of: _____ DKK

I am authorized to sign on behalf of the Grant Recipient identified above.

Signature

Name in CAPS

Title in CAPs

Date