



GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of May 17 2022 ("**Effective Date**") by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark ("**Novartis**") and Lyle -Patientforeningen for Lymfekræft, Leukæmi og MDS. CVR-nummer: 31 30 68 33, a Organization incorporated under the laws of Denmark, located at Banetoften 26, 4700 Næstved , ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grant Recipient has specifically requested Novartis' financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. GRANT BY NOVARTIS

1.1 **Grant.** Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.

1.2 **Statement of Purpose.** The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis' products. The Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.

1.3 **Novartis Responsibility.** Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 **Use of Grant Amount.**



- (a) Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the Grant Amount has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.
- (b) Grant Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Grant Activity. Grant Recipient warrants that the Grant Activity is compliant with all such requirements.
- (c) Grant Recipient is solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity are the sole responsibility of Grant Recipient and Novartis will not fund any additional amounts for the Grant Activity.

2.2 Objectivity & Balance.

- (a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 Disclosure of Financial Relationships.

- (a) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant Recipient which a reasonable and ethical person would expect to be disclosed.



- (b) Novartis may disclose publicly the financial and non-financial support provided to Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Grant Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) Reconciliation of Expenses. At the conclusion of the Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Grant Amount has been used in accordance with this Agreement.

3. GENERAL

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.



NOVARTIS HEALTHCARE A/S

Date and Signature 1 –Contract Owner

By: DocuSigned by: Rasmus Linde 17-May-22 | 7:52:03 AM GMT

Name Rasmus Linde 27BE880B9A9047F...

Date and Signature: _____

Title: Medical advisor _____

LYLE: Patientforeningen for Lymfekræft, Leukæmi og MDS

By: DocuSigned by: Rita O. Christensen 18-May-22 | 1:58:46 AM MDT

Name: Rita O Christensen 533FC4F0850A4CE

Title: Chairman LyLe _____

Date and Signature: _____

Date and Signature 2 –Business Approver _

By: DocuSigned by: Tarje Bergdahl 17-May-22 | 10:10:25 PM PDT

Name: Tarje Bergdahl #C719E55748A41F...

Title: Medical Director, Oncology Nordics

Date and Signature: _____



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **50.000** DKK

Grant Activity: Lyle want to focus on quality of life among blood cancer patients after their treatment. A whole Lyle Focus Magazine will be dedicated to the topic. The magazine will be based on interviews with patients, relatives, doctor, nurses and psychologists.

For further details, please see below EXHIBIT B GRANT REQUEST LETTER

The work will begin Q2 2022.

Evidence must be provided to Novartis upon completion of the Grant Activity:

Provide Novartis with the issue of the magazine (printed and online version) with includes the Focus on QoL as applied for in the grant.

The Grant amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Grant Recipient at the following email address: ***rita@lyle.dk***



EXHIBIT B

GRANT REQUEST LETTER



Patient Advocacy Group for
Lymphoma, Leukemia and MDS



Application for support for the preparation of an issue of the magazine LyLe Fokus with a focus on quality of life after disease course and treatment for blood cancer

To:

Background:

LyLe strives to be a patient- and relative association close to our members, and one of our key tasks is to help strengthen the hematological patients 'and their relatives' disease awareness/understanding and quality of life. It is crucial to cope as best possible through a course of illness and treatment and subsequently return to a good and meaningful life for both patients and their relatives.

LyLe's publications (magazines) are an important part of this strategy, and highly sought after by the association's members and others. The publications are also a way to strengthen LyLe's ties to the hematological treatment sites where they are available to all patients with lymphoma, leukemia and MDS - and their relatives.

This application concerns the production of a LyLe Fokus magazine with focus on quality of life after treatment for blood cancer, to be published in August 2021. The magazine will be based on interviews with patients, relatives and health professionals (doctors, nurses, psychologists, etc.).

Among other things, we want to shed light on:

- How has the course of the disease and the treatment affected the patient's physical quality of life?
- How has the course of the disease, treatment and possible late effects affected the patient's mental health?
- What consequences has the course of the disease and treatment had for the patient's everyday life?
- Has the disease had positive consequences for the patient's life and life values (post-traumatic growth)?
- To what extent and how has the health system offered help preparing the patient return to a more normal life after illness and treatment?
- To what extent has the patient sought help in connection with adverse effects and late effects?
- Has any kind of alternative approach to relieving adverse effects/late effects made a difference?



- To what extent has the patient sought help in connection with adverse effects and late effects?
- Has any kind of alternative approach to relieving adverse effects/late effects made a difference?
- Has the patient/relative been involved in treatment decisions with regards to adverse effect issues?
- How have adverse effects and late effects affected the patient's social life?
- Has it been possible to return to work, and what challenges has the disease and its treatment implied in that context?

LyLe – Patient Advocacy Group for Lymphoma, Leukemia and MDS
 Banetoften 26 · 4700 Næstved · tlf. 31 68 26 00 · CVR 31 30 68 33 · lyle@lyle.dk · www.lyle.dk



Patient Advocacy Group for
 Lymphoma, Leukemia and MDS



- How has the interaction with the municipal authorities been in the aftermath of the disease process?
- What strategies to improve one's quality of life have made a difference?
- What significance has socializing with other patients and sharing experience had?

Total budget incl. VAT:

Editing, research and text production incl. correction	50,000.00 DKK
Layout / graphic design	18,750.00 DKK
Photographer	9,375.00 DKK
Print 1,000 pieces.	22,500.00 DKK
Online publication (lyle.dk) of the individual articles	8,125.00 DKK
<u>Postage for shipping of physical magazine</u>	<u>4,000.00 DKK</u>
A total of	112,750.00 DKK