



SPONSORSHIP AGREEMENT

This AGREEMENT (hereinafter referred to as the “AGREEMENT”, effective as of the date signed by both parties, is made by and among the following parties:

1. **Otsuka Pharma Scandinavia AB**, Wenner-Gren Center, Sveavägen 166, 113 46 Stockholm, Sweden, corporate no: 556615-8134 (hereinafter referred to as ”Sponsor”); and
2. **Lyle - Patientforeningen for Lymfekreft, Leukcemi og MOS**, CVR 31 30 68 , Banetoften 26, 4700 Naestved, Denmark (hereinafter referred to as “Organisation”).

each “a party” and together “the parties” to this agreement.

BACKGROUND

The Sponsor will contribute with financial support in terms of Sponsorship for a scientific activity as defined below which will be arranged by the Organisation without interference of the Sponsor. The Sponsor has committed to contributing financial support for the completion of the ACTIVITY that aims to promote health care and scientific research, for which the Sponsor will receive a market-based return. The sponsorship aims for scientific and ethical cooperation between the parties without unduly influencing the participating healthcare professionals.

Given the above the parties hereby agree as follows:

1 Commitment of the Sponsor

The Sponsor has committed to contribute with a total of 7.500 DKK for the completion of the ACTIVITY and the Organisation agrees that the sponsorship to the Organisation for the project shall only be used for the purpose of the ACTIVITY.

The parties agree that the Sponsorship does not constitute an inducement to recommend, prescribe, purchase, supply, sell or administer specific medical products.

Temadag i Odensen, Denmark, May 4, 2024 (the “ACTIVITY”).

2 Commitment of the Organisation

In return for the support given by the Sponsor, the Sponsor shall have the right to:

2 participants from the company can attend the meeting

The Organisation must ensure that any activities regarding marketing and promotion of pharmaceutical products must be kept separate from any professional activities conducted as part of the ACTIVITY.

The Organisation is under no circumstances obligated to buy, use or recommend any of the Sponsor's products in return for the sponsorship provided. Furthermore, the Sponsor shall not, based on the sponsorship provided, have any influence on the professional content the ACTIVITY.

To the extent that the Sponsor will process personal data contained in the participants 'list, the Sponsor and the Organisation will ensure that the necessary consents have been obtained from the individuals whose personal data are processed, and that people are informed about the processing of personal data under the GDPR. Any personal data will be processed by the Sponsor in accordance with the Sponsor's Privacy Notice see website www.Otsuka.se ("**Privacy Notice**").

The Organisation agrees that any invitation to the ACTIVITY will state the Organisation's name and the purpose of the ACTIVITY and that any invitation, advertising or promotional matters relating to the ACTIVITY will state whether the ACTIVITY is sponsored by, and, where possible and suitable, include the Sponsor's name and logo.

3 BUDGET AND USE OF FINANCIAL SUPPORT

The Organisation must use the financial support to carry out the professional parts of the ACTIVITY, such as expenses for venue, external speakers, training material, moderate meals in connection with the scientific part of the meeting and similar.

The Organisation is not entitled to use the financial support to cover other types of costs, whether it be for the ACTIVITY or for other purposes. The Organisation is not entitled to use the sponsorship funds to finance the ordinary business of the Organisation. The financial support or the claim thereto cannot, either in whole or in part, be transferred or assigned to another person or entity.

The Organisation must use the financial support in accordance with current applicable ethical codes, applicable laws and the conditions stated in this AGREEMENT.

The proposed detailed budget for the ACTIVITY (see Attachment 1) will constitute the basis for the offered sponsorship by the Sponsor.

4 PAYMENT

The Sponsor will pay the sponsorship funds as follows:

Legal name of Organisation	Lyle - Patientforeningen for Lymfekrceft, Leukcemi og MOS
Postal address, country	Banetofte 26, 4700 Naestved, Denmark
CVR no:	CVR 31 30 68

5 CONTACT DETAILS

Contact details for the parties:

The Sponsor:

Helle Fog Kjeldsen, helle.fog-kjeldsen@otsuka.dk

The Organisation:

Rita O. Christensen, formand@lyle.dk

6 IN CASE OF CANCELLATION OF ACTIVITY

If the ACTIVITY for some reason is fully or partially cancelled, no sponsorship funds shall be paid from the Sponsor. If sponsorship funds have already been paid (fully or partly) by the Sponsor they shall be refunded to the Sponsor in due time.

7 TRANSPARENCY BY RECIPIENT

The Organisation shall, on its website, or at another suitable location, in due time prior to the ACTIVITY announce that the Sponsor contributes with sponsorship funds to the ACTIVITY so that it is clear to e.g. beneficiaries, other sponsors and participants at the ACTIVITY that the Sponsor is contributing to the ACTIVITY.

8 TRANSPARANCY BY THE SPONSOR

The Sponsor shall publicly disclose Transfer of Value to the Organisation according to the following:

The Sponsor will annually make publicly available details of any direct or indirect Transfer of Value, as defined by the EFPIA Disclosure Code. Such Transfer of Value would include sponsorship to Health Care Organisation.

Denmark:

The Sponsor will send notification to ENLI (Etisk Nævn for Lægemiddelindustrien) at the latest ten (10) working days after agreement on sponsorship. The Sponsor's notification to ENLI will include information on the program of the Activity, the budget, and this AGREEMENT in order to indicate which elements of the Activity that is being sponsored by the Sponsor.

9 ETHICS, ANTI-BRIBERY AND CORRUPTION

The Sponsor and the Organisation warrant and represent to each other that they shall:

- comply with all applicable laws, statutes, regulations and ethical codes relating to anti-bribery and anti-corruption including but not limited to the national criminal code ("the Relevant Requirements") in performing their obligations under this Agreement,
- have and maintain in place throughout the remainder of the term of the AGREEMENT policies and procedures, including any adequate procedures and will carry out the appropriate risk-analyses, training, audits, to ensure compliance with the Relevant Requirements and enforcement (including disciplinary action) where appropriate.

10 REPORTING OF FINANCIAL OUTCOMES AND POSSIBLE SURPLUS

The Organisation shall report the financial outcome of the ACTIVITY within three (3) months after the ACTIVITY is completed. If the results show that the sum of the revenues, from the Sponsor contributed sponsorship, has generated a surplus of the scientific part of the ACTIVITY, the surplus shall be refunded to the Sponsor, unless the Sponsor and the Organisation have agreed otherwise.

The Sponsor shall have the right to examine the Organisation accounts regarding those parts that are related to the sponsorship of the ACTIVITY, if the Sponsor so requests.

11 GOVERNING LAW AND DISPUTES

This AGREEMENT shall be governed by and construed in accordance with the laws of the country where the Organisation has its seat.

Any dispute, controversy or claim arising out of, or in connection with this Agreement, or the breach, termination or invalidity of this Agreement, shall be settled by the tribunals of competent jurisdiction in Denmark.

This Agreement is valid when signed by both parties, and each party should keep one copy each.

For Otsuka Pharma Scandinavia AB

Stockholm 25 April 2024 | 10:30 BST

For the Organisation

Naestved 25 april 2024 | 04:23 MDT

DocuSigned by:
Carina Eklöw
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Carina Eklöw

Medical Director Nordics/BeNeLux

DocuSigned by:
Rita O. Christensen
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Rita O. Christensen

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