

SPONSORSHIP AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made on the Effective Date (as herein further defined) by and between **SERVIER** (as herein further defined), and the **INSTITUTION** (as herein further defined). **SERVIER** and the **INSTITUTION** are referred to herein collectively as the "**Parties**" and individually as a "**Party**".

WHEREAS, **SERVIER** is an affiliate of the Servier group which-develops, manufactures and sells pharmaceutical drugs. **SERVIER** supports research, scientific, medical and educational activities with the aim of improving medical knowledge and patient care in the Specific Field (as herein further defined). **WHEREAS** the aim of **INSTITUTION**, which by-laws are attached in **Annex 2 – INSTITUTION’s By-Laws** hereto, is to work towards preventing, combating, and mitigating the effects of these cancers, as well as improving care and quality of life for those affected within the target group. The cancer association operates on a non-profit basis and relies on memberships and donations

WHEREAS, the **INSTITUTION** which has particular knowledge and experience in the Specific Field, wishes to organize an Event (as hereafter defined).

WHEREAS **SERVIER** wishes to participate in the promotion of the scientific and/or medical initiative pursued by the Event by providing its financial support to **INSTITUTION**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE TO THE FOLLOWING:

SPECIFIC PROVISIONS

ARTICLE 1 NOTICE.

All notices, requests, demands and other communications to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered by hand, sent by electronic mail with confirmation, sent by a nationally recognized overnight delivery service, or certified mail return receipt requested, to:

To LyLe, Patientforeningen for Lymfekræft, Leukæmi og MDS (the “INSTITUTION”), Patient Organization (a non-profit association) with registered VAT number 16406899.	To SERVIER
To the attention of: Rita O. Christensen, acting as Chairwoman	To the attention of: Jan Wahlberg, acting as Medical Lead
Address: Banetoften 26, 4700 Næstved, Denmark	Address(es): Servier Danmark A/S, Pederstrupvej 93, 2750 Ballerup Denmark
Email: rita@lyle.dk	Email(s): jan.wahlberg@servier.com

Notices shall be effective upon receipt. A Party may change its address listed above by notice to the other Party. Each notice shall indicate the reference of this Agreement.

ARTICLE 2 SPECIFIC DEFINITIONS.

Term	Specific Definition
Effective Date	5th of April, 2025
Specific Field	INSTITUTION is a not-for-profit, patient organization for Leukemia, Lymphoma and MDS patients, founded in 2007 in Denmark. It is also an association for relatives, close friends, and professionals. https://lyle.dk/om-lyle/
Event	Lyle Temadag 5. april in Scandic Hotel Sluseholmen
SERVIER	SERVIER Danmark A/S, a limited company (aktieselskab) duly incorporated under Danish law, having its registered office at: Pederstrupvej 93, 2750 Ballerup, Danmark.

GENERAL PROVISIONS**ARTICLE 3 – PURPOSE OF THE AGREEMENT**

The purpose of the Agreement is as follows:

3.1 To define the terms and conditions under which SERVIER agrees to sponsor the Event in exchange for a tangible benefit from **INSTITUTION**, as detailed in Articles 5 and 6 hereinafter.

3.2. To set out the roles and responsibilities of the Parties in order to ensure that sponsorship provided by SERVIER is used solely for the Event and that all applicable laws, regulations and guidelines, including the requirements of any applicable ethical code of practice such as but not limited to the IFPMA, the EFPIA and any applicable Codes (such as ABPI code) are adhered to.

The Event is further detailed in **Annex 1- Event**.

ARTICLE 4 – OBLIGATIONS OF SERVIER

4.1 SERVIER shall sponsor the Event by giving its financial support to **INSTITUTION** (the “Funding”), as specified in **Annex 1 - Event**.

4.2 Sponsorship provided by SERVIER is not provided as an inducement for **INSTITUTION** or any of its members or representatives to prescribe, supply, administer, recommend, buy or sell SERVIER’s products.

4.3 SERVIER shall not influence nor dictate or validate the content or the program of the Event which remains under the sole responsibility of the **INSTITUTION**. Likewise, SERVIER shall not be involved directly or indirectly into any speaker’s choice, if any.

Notwithstanding the above in the Event, the Funding is provided partially or totally in consideration of a SERVIER booth and/or the setting-up of a SERVIER symposium, SERVIER shall be responsible for ensuring that all information and/or communication given at the SERVIER booth and/or in SERVIER symposium as well as the booth itself, comply with the applicable rules on promotion and no-promotional activities.

4.4 If relevant, SERVIER will send to **INSTITUTION** the materials to be exhibited by **INSTITUTION** during the Event. The details concerning the use of materials are mentioned in the **Annex 1- Event**.

4.5 **INSTITUTION** is free to call for multiple sponsorship and funding to achieve and perform the Event, being understood that SERVIER shall never request to be the sole sponsor of the Event.

ARTICLE 5 – OBLIGATIONS OF INSTITUTION

5.1 INSTITUTION warrants that the Funding shall be used exclusively for the Event and is responsible for demonstrating that the Funding has been used solely for the Event and in no case for entertainment purpose. Should the Funding not be used exclusively for the Event, **INSTITUTION** shall reimburse the full amount of the Funding to SERVIER no later than five (5) working days following prior written notice. Similarly, in the event the Event is not performed (partially or totally) in accordance with this Agreement, **INSTITUTION** shall reimburse such full amount to SERVIER within the same delay.

5.2 INSTITUTION warrants that the Funding shall in no case be refunded in whole or in part, in any form whatsoever, directly or indirectly, to healthcare professionals and to any such person or legal entity to whom such transfer of value is prohibited under local applicable laws.

For sake of clarity, SERVIER shall pay (i) directly any healthcare professional who will act, as a consultant or a speaker in a SERVIER symposium and (ii) make the corresponding transparency disclosure and obtain and file all necessary approval/declaration if requested under local laws.

5.3 INSTITUTION is solely responsible for the planning, performance and execution of any activity of the Event and for obtaining all necessary approvals and/or filing all necessary declarations except for the SERVIER' symposium (if any), for which SERVIER shall obtain and file all such necessary approvals and/or declarations if applicable.

5.4 INSTITUTION undertakes to display the SERVIER's logo and/or the indication « with the sponsorship of SERVIER » or « sponsored by SERVIER » on all types of communication or information relating to the Event (including digital) as listed in Appendix 1, as done for all other sponsors. **INSTITUTION** further warrants to use SERVIER's logo as transmitted by SERVIER in a zip.file and not to arrange, develop, adapt, modify or alter SERVIER's logo in any manners.

5.5. INSTITUTION undertakes not to use the name or the logo of SERVIER or any other name of a company of the Servier group for any other purpose than the promotion of the Event except as mentioned above.

5.6 SERVIER' sponsorship is made intuitu personae. Therefore, **INSTITUTION** shall not assign this Agreement to any third party without SERVIER's prior written consent.

5.7 For any of its healthcare professionals' interactions for purpose of this Agreement, **INSTITUTION** shall comply with any applicable laws, regulations and guidance including the requirements of any applicable ethical code of practice such as but not limited to the IFPMA the EFPIA codes of practice, as well as any other local code of practice applicable to such healthcare professionals. More particularly,

INSTITUTION shall ensure that any fees paid to healthcare professionals are proportionate to the scope of the services performed by the latter and calculated at a fair market value, based on objective employment, qualification and accomplishments criteria.

ARTICLE 6 – COUNTERPARTS

In counterpart of the Funding, **INSTITUTION** undertakes to provide to SERVIER specific counterparts, as described in **Annex 1 – Event - Counterparts.**

ARTICLE 7 – PAYMENT OF THE FUNDING

As specified in Article 4.1 of this Agreement, SERVIER shall transfer the total Funding detailed in **Annex 1 Event-Counterparts,** to **INSTITUTION's** bank account which details are attached in the **Annex 3- Bank account details.**

ARTICLE 8 – TERM AND TERMINATION

8.1 This Agreement shall come into force upon the Effective Date and shall remain in full force and effect for the duration defined in the **Annex 1 Event-Counterparts** save in case of early termination as mentioned hereafter in Articles 8.2, 12.4, 12.8, 13.2 or of the present Agreement.

8.2 This Agreement may be terminated by either Party before its term, without prejudice to any damage or legal redress that it may be entitled to, in the event the other Party (the “**Defaulting Party**”) fails to comply with any of the provisions of this Agreement and does not cure such breach within thirty (30) days upon receipt of a notification to do so.

8.3 Notwithstanding section 8.1, SERVIER’s logo and acknowledgement as sponsor shall remain visible so long as the Event or components of the Event will be available on any **INSTITUTION**’s material and website. This section 8.3 shall however not apply in the event this Agreement is terminated for a breach by a Party of its obligation hereunder.

ARTICLE 9 – CONFIDENTIALITY

Each Party shall keep confidential, except in the case of a legal, judicial or fiscal request, the information obtained from the other Party, except those in the public domain and those intended to be disseminated externally, during the term of the Agreement and for five (5) years thereafter its cessation whatever the cause. Neither Party shall disclose or communicate confidential information to any third party without the other Party’s prior written approval.

ARTICLE 10 – WARRANTIES AND INDEMNIFICATION

10.1 **INSTITUTION** represents and warrants that it and its employees, agents and representatives are under no obligation or restriction which would in any way interfere or be inconsistent with or present a conflict of interest with the obligations undertaken herein. **INSTITUTION** undertakes to comply fully at all times with all applicable codes of practice, laws and regulations, including but not limited to applicable anti-corruption laws and ethical guidance rules.

10.2 As a consequence, **INSTITUTION** shall hold harmless SERVIER against and indemnify SERVIER from and against all expenses, losses, damages, legal costs and claims that SERVIER may sustain or incur because of:

- any breach of the anti-corruption obligations by **INSTITUTION** and/or its representatives as mentioned in article 12.8,
- any action/claim brought by any competent court and/or any public authorities,
- any breach arising from inconsistencies, interference or conflicts of interest.

10.3 **INSTITUTION** represents and warrants that its employees, agents and representatives and any third party who may be involved in the performance of the present Agreement at **INSTITUTION**’s request shall comply fully at all times with the above representations and warranties and with **INSTITUTION**’s obligations under the Agreement.

ARTICLE 11 – DATA PRIVACY

SERVIER has established automated processes to process personal data for the purpose of managing its relations with its contractors. **INSTITUTION** accepts expressly that the data relating to it may be processed using these processes.

Furthermore, **INSTITUTION** must fulfill the entire obligations in accordance with the terms of **Annex 4 – Data Privacy**.

ARTICLE 12 – COMPLIANCE, TRANSPARENCY & CONFLICT OF INTEREST LINK OF INTEREST

12.1 **INSTITUTION** represents and warrants, for itself and its employees, agents and representatives

to comply with the rules which apply to them regarding their participation to public, national or European organizations or committee having an activity in the health field and their involvement therein. **INSTITUTION** undertakes, for itself, its employees, agents and representatives that where appropriate, to disclose and declare or ensure its employees, agents and representatives to disclose and declare their past or present direct or indirect links with **SERVIER** to these relevant organizations and committees where they work, according to the applicable national or European regulations, before the start of the Event. If mandatory, **INSTITUTION** and/or its employees, agents and representatives shall obtain the authorization from their hierarchy.

12.2 In this respect **INSTITUTION** should also inform **SERVIER** of any link it, its employees, agents and representatives might have with public, national or European organizations, commissions having an activity in the health field. In addition, **INSTITUTION** agrees to confirm in writing to **SERVIER** that its employees, agents and representatives indeed received the permission from their hierarchy to carry out the Event on the terms set forth herein.

12.3 **INSTITUTION** represents and warrants, for itself and its employees, agents and representatives that at the date of signing the Agreement, neither of them holds or has held for at least seven years (or for any other mandatory longer period authorised under any applicable law), in a recurrent or occasional way, any function with public or private actors enabling them to obtain a benefit or to have an influence on deciders, particularly in the health field. Should **INSTITUTION** and/or its employees, agents and representatives hold such functions during the Event, **INSTITUTION** agrees to inform immediately **SERVIER** of this change of situation. In any event, **INSTITUTION** represents and warrants, for itself and its employees, agents and representatives not to take part in any work, decision making or else which has a direct or indirect connection with **SERVIER** or its products.

12.4 Failure to respect the hereabove obligations shall allow **SERVIER** to terminate the Agreement with immediate effect being understood that no compensation will be paid to **INSTITUTION** in this respect, **SERVIER** reserving the possibility of instituting legal proceedings.

TRANSPARENCY

12.5 In order to comply with applicable laws, regulations and binding codes of practice, **SERVIER** shall disclose, as required by such rules, the existence and content of this Agreement. In particular, but without limitation, further to the enforcement of the EFPIA code, it is **SERVIER**'s responsibility to comply with the transfer of value disclosure obligation for any relation it may have with healthcare organizations which involves a transfer of value in accordance with EFPIA code, if applicable, as detailed in Annex 6 – Transfer of Value Disclosure. Consequently, payment of the Funding, to the **INSTITUTION**, will be disclosed by **SERVIER** in the name of the **INSTITUTION**.

12.6 Similarly, the **INSTITUTION** shall comply with any applicable laws, regulations and guidance including the requirements of any applicable ethical code of practice such as (but not limited to) the EFPIA code of practice and specific requirement as mentioned in Annex 7 -Specific Country Requirement.

COMPLIANCE OBLIGATIONS – ANTI-CORRUPTION

12.7 **INSTITUTION** undertakes to comply fully at all times with all applicable codes of practice, laws and regulations, including but not limited to applicable anti-corruption laws and ethical guidance rules as detailed in **Annex 5 - ABAC**.

12.8 Without prejudice to any other express remedies referred to elsewhere in the Agreement or any rights and remedies available at law or in equity, in the event of a breach of this Article (anti-corruption) by **INSTITUTION**, **SERVIER** has the right to take whatever action it deems appropriate including the right to terminate the Agreement with immediate effect and will not be liable to pay any compensation to **INSTITUTION** for any other loss or damage howsoever arising as a result of a termination of the Agreement under this section. **INSTITUTION** shall immediately inform **SERVIER** in the event that **INSTITUTION** and/or its employees, agents and representatives receive a formal notice that they are under investigation by any competent court and/or public authority for a material Anti-Corruption Law violation.

ARTICLE 13 – MISCELLANEOUS

13.1 Entire Agreement

This Agreement represents the entire agreement to the exclusion of any other conditions whatsoever and replaces all previous written or verbal negotiations, any other document or agreement relating to the Funding of the Event. In the event of a conflict between this Agreement and the INSTITUTION terms and conditions if any, this Agreement shall prevail.

13.2 Force Majeure

Neither party shall be liable of the non-performance of its obligations under this Agreement, if and to the extent such non-performance is due to Force Majeure.

For the purpose of this provision, Force Majeure means an exceptional event or circumstances, on a cumulative basis which (i) is beyond a Party's control, (ii) such Party could not reasonably have foreseen before entering into the Agreement, (iii) could not be avoided or overcome and (iv) is not substantially attributable to such Party. For instance, Force Majeure event shall include without limitation: war, revolution, insurrection, embargo, strike, lock-out, epidemic, natural catastrophes such as earthquake, typhoon.

The Party affected by the Force Majeure shall notify the other Party in written, without delay of such occurrence and shall, in particular, inform the other Party of the consequences of such event and the estimated duration of the Force Majeure event.

The Parties shall meet promptly in order to elaborate on the potential corrective measures to be taken to mitigate the consequences of the Force Majeure event.

However, in the event the Force Majeure event lasts more than two (2) consecutive months or the Parties fail to reach an agreement on remediation measures satisfactory for both within such a delay, each Party can terminate the Agreement with immediate effect by written notification, with no indemnity whatsoever being due by a Party to the other Party on the basis of the non-performance arising from the Force Majeure event.

13.3 Pandemic and international event

In the event of a new wave of the Covid-19 or any other pandemic which will lead to an extension and/or new instructions from the competent national or international authorities concerning travel or meeting restrictions or in case of an extension of international conflict which would prevent the holding of the Event, the INSTITUTION agrees to reimburse either i) the Funding paid by SERVIER if the Event is cancelled or ii) if the Event is maintained virtually, the part of the Funding which do not correspond to the Counterparts as detailed in Annex 1.

13.4 Corporate Social Responsibility (CSR)

As contractual provisions prove to be effective levers for the adoption and dissemination of a sustainable development approach that respects human rights, human health and safety and the environment, objectives to which the parties agree, the parties declare that they subscribe to the principles mentioned in the Servier Group's web page dedicated to CSR at the following address: <https://servier.com/en/commitments/csr-approach/>. These will be updated periodically.

13.5 Titles

The titles of the articles of this Agreement are given for reasons of convenience only and may not, under any circumstances, control or affect the meaning or serve to interpret any of their provisions.

13.6 Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect any other provisions of this Agreement.

13.7 Electronic signature

The Parties may sign electronically the Agreement. No Party may oppose or dispute the validity and/or probative force of the Agreement signed electronically.

13.8 Applicable Law


This Agreement shall be construed in accordance with the laws of Denmark.

13.9 Disputes

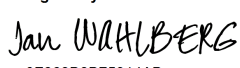
In the event of any disputes, controversies or claims arising in connexion with this Agreement, or arising out of, or relating to any provision of this Agreement or the breach thereof, the Parties shall try to settle the problem amicably between themselves. Should the Parties so fail within thirty (30) days from the first notice of such dispute, controversy or claim; same shall be finally settled by the competent court in Denmark.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in two (2) originals by their duly authorized officers (in case of handwritten signature or in a single original copy signed electronically (in case of electronic signature))

INSTITUTION

DocuSigned by:
 24 March 2025
F92BBD4EBA834E6...
Name Rita O. Christensen
Title Chairwoman
Duly empowered

SERVIER

Signed by:
 24 March 2025
0F863B8B75914AB...
Name Jan Wahlberg
Title Medical Lead
Duly empowered

List of Annexes:

- **Annex 1** – Event
- **Annex 2** – INSTITUTION's By-laws
- **Annex 3** – Bank account details
- **Annex 4** – Data privacy
- **Annex 5** – ABAC
- **Annex 6** – Transfer of value disclosure (according to applicable transparency rules)
- **Annex 7** – Use of Logo

ANNEX 1 – EVENT

PURPOSE / OBJECTIVE

The INSTITUTION agrees to organize the Lyle Temadag on the 5th of April 2025 at Rigshospitalet in Copenhagen, Denmark (hereinafter referred to as the “Project”) and is in return entitled to the sponsorship privileges as outlined in this Agreement.

DURATION

The Agreement shall come into force on the Effective Date and shall remain valid until full completion of each Party's obligations, planned on the 5th of April, 2025.

Notwithstanding, SERVIER's logo and acknowledgement as sponsor shall remain visible so long as the Event or components of the Event will be available on any **INSTITUTION's** material and website (<https://lyle.dk/om-lyle/>). However not apply in the event this Agreement is terminated for a breach by a Party of its obligation hereunder.

PRICE - TERM OF PAYMENT-INVOICING

As specified in Article 4.1 of this Agreement, SERVIER shall transfer the Funding of 6500 DKK (six thousand five hundred DKK VAT included, to **INSTITUTION's** bank account which details are attached in the **Annex 3- Bank account details**.

Funding shall be paid by SERVIER within 45 days end of the month, from the issuance date of the corresponding invoice issued in the name of SERVIER Danmark A/S, Pederstrupvej 93, 2750 Ballerup, Denmark, Reference: M050425DK, and sent to the attention of Servier Sverige AB, Merima Mehic Chaveton: merima.mehic@servier.com.

COUNTERPARTS

In counterpart of the Funding, **INSTITUTION** undertakes to:

- Participation to the event by a Servier medical representative,
- Acknowledge SERVIER as a sponsor of the Event and display its corporate logo on the Event's website (if any) and/or **INSTITUTION's** website as well as on all Event's materials (such as but not limited to official program, flyers, e-mailings ...). To that end, **INSTITUTION** shall include on all such websites, materials or any other types of communication or information, the mention « *with the sponsorship of SERVIER*»,
- Agree that SERVIER, at its own discretion, can identify itself as a sponsor of the Event,
- Acknowledge SERVIER as sponsor during the Event,
- Enable SERVIER to leave SERVIER patient leaflets.

SCHEDULE A (to ANNEX 1): Program



Patientforeningen for
Lymfekræft, Leukæmi og MDS

**Program for Temadag d. 5. april 2025**

- 10.00 – 10.30 Velkomst med kaffe/te og brød
10.30 – 11.15 Oplæg om sekundær immundefekt, Noomi Vainer
Phd-studerende, Center for forskning, hæmatologi
11.15 – 12.00 Oplæg om resultater v. Cellulær Terapi til recidiv DLBCL v.
Malin Rasmussen, Rigshospitalet
12.00 – 13.00 Frokost
13.00 – 14.30 Parallelle sessioner i 4 separate lokaler
1. Akut leukæmi - Kim Theilgaard-Mönch, Rigshospitalet
 2. Lymfekræft – Peter Brown, Rigshospitalet
 3. CLL - Noomi Vainer, Phd-studerende, Center for forskning i hæmatologi
 4. "Find kliniske forsøg - en introduktion til EMA's nye værktøj" – v. Niels Jensen
Derefter patientudveksling/-erfaringer
- 14.30 – 15.00 Afslutning og pause med kaffe og kage
15.00 – 17.00 Generalforsamling – kun for medlemmer

For ikke medlemmer koster arrangement 300 kr.

Arrangement kan være sponsoreret af flere medicinalfirmaer, som vil fremgå af senere program.

Lyle's Bestyrelse

ANNEX 2 – INSTITUTION’s BY-LAWS

ANNEX 3
INSTITUTION's BANK ACCOUNT DETAILS

Danske Bank: Reg.nr. 1551 konto 0010283701
IBAN: DK 183 000 001 028 3701
Swift: DABADKKKXXX

ANNEX 4 – PROCESSING OF PERSONAL DATA

This Annex is established pursuant to the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (designated as “GDPR”).

ARTICLE 1 – DEFINITIONS

"SERVIER" refers to the SERVIER entity(ies) as party(ies) to the Agreement and/or all or part of its (their) Affiliates.

Any other term used in this Exhibit with a capital letter has the meaning ascribed to it in the GDPR or in the Agreement.

ARTICLE 2 – INSTITUTION’S PERSONAL DATA PROCESSING

2.1 As part of the management of its business relationships with its contractors, SERVIER processes Personal Data of **INSTITUTION**’s employees for the sole purpose of the performance of the Agreement.

2.2 SERVIER will retain the Personal Data for the duration of the Agreement and upon termination, for the relevant statutory limitation period.

2.3 Under the GDPR, any Data Subject has the right to access, modify, rectify, erase its Personal Data and to request a restriction of the Processing of its Personal Data by sending an email to the Data Protection Officer (“DPO”) of SERVIER at the following mail address: dataprivacy@servier.com.

In order to respond to such a request, SERVIER may ask the Data Subject evidence of its identity. If SERVIER does not answer to the Data Subject request, this latter may also lodge a complaint with the French Supervisory Authority (“la CNIL”) or any other competent Supervisory Authority.

2.4 The **INSTITUTION** will inform the Data Subjects of their rights that they have under the GDPR in accordance with the conditions set out above.

ANNEX 5 – ANTI-CORRUPTION OBLIGATIONS

For the purpose of this provision the following capitalized words and expressions shall have the respective meanings as follows:

“Anti-Corruption Laws” means all of the laws, rules, regulations and other legally binding measures relating to the prevention and prohibition of bribery, corruption, influence peddling, money laundering, fraud or similar practices, including in particular, the French Criminal Code and the French Sapin II Law Law on transparency, prevention of corruption and the modernization of economic life, as well as, when applicable, the US Foreign Corrupt Practices Act (FCPA), and the UK Anti-Bribery Act, and any other applicable law to the contract, as amended from time to time.

“Benefits” means any financial or other benefits, payment, gift, promise or transfer of anything of value.

“Government Official” means (a) any officer, employee, director, principal, consultant, agent, or representative, whether appointed or elected, of any government (whether Central, Federal, State or Provincial), ministry, body, department, agency, instrumentality or part thereof, of any public international organization, or any state owned or state controlled entity, agency, hospital or enterprise or joint venture/partnership (including a partner or shareholder of such an enterprise); and (b) any person acting for or on behalf of: (i) any government, ministry, body, department, local authority, jurisdiction, agency, instrumentality or part thereof; or (ii) any public international organization; or (iii) any political party or political party official or candidate for office and, (c) persons qualified to prescribe, recommend, administer or supply pharmaceutical products, when employed within the public hospitals or institutions.

“Representatives” means the **INSTITUTION** and its shareholders, officers, directors, employees, subsidiaries and agents, and any subcontractors, cocontractors or other person(s) acting on their behalf. The obligations stipulated in this provision are essential for **SERVIER**.

INSTITUTION represents, warrants and covenants that it, with respect to the performance of the present agreement or to any other matter arising out of or in connection with the present agreement, will comply with applicable Anti-Corruption Laws and notably : (a) will not offer or provide any benefits of any kind, directly or indirectly to any natural or legal person, public or private (including but not limited to any Government Official) in order to do or abstain from doing any act in violation of the applicable Anticorruption Laws; (b) will not solicit or request any benefits of any kind, directly or indirectly, in order to do or abstain from doing any act in violation of the applicable Anticorruption Laws.

The **INSTITUTION** represents that it has knowledge of **SERVIER**'s code of conduct and undertakes to respect it.

The **INSTITUTION** agrees to immediately notify **SERVIER** of (i) any breach of the present provision and (ii) any claim, investigation or proceeding against it in relation to any violation of the Anticorruption Laws.

Without prejudice to any other express remedies referred to elsewhere in the present agreement or any rights and remedies available, **SERVIER** has the right to suspend and/or terminate the present agreement and any other business relationship between the parties in the event of a breach of the present provision by **INSTITUTION**, with immediate effect. **SERVIER** will not be liable to pay any compensation to **INSTITUTION** for any loss or damage arising as a result of such suspension or termination.

INSTITUTION agrees to indemnify and hold harmless **SERVIER** against all claims, demands, penalties, costs and expenses directly or indirectly arising from any breach of the present provision or the Anti-Corruption Laws by **INSTITUTION** or any person acting in his name or on his behalf.

ANNEX 6 – TRANSFER OF VALUE DISCLOSURE**[HCO -01]****NOTICE OF DATA PRIVACY PROCESSING**

SERVIER is a member company of the European Federation of Pharmaceutical Industries and Association (EFPIA). In this context, SERVIER supports the pharmaceutical industry initiative towards transparency of financial interactions with healthcare professionals and healthcare organizations thorough European countries.

In application of the EFPIA Disclosure Code SERVIER is required to disclose transfers of values that are made (paid or reimbursed) to healthcare organizations or for their benefit, either directly or indirectly.

To comply with transparency obligations enforced by pharmaceutical industry associations, we are gathering and processing information about the INSTITUTION together with amounts related to transfers of values made or expected to be made to this organization or for its benefit by SERVIER.

The disclosure will consist in the publication of all this information on an Internet website managed by SERVIER Monde or SERVIER, or on another platform managed by ENLI Denmark (Ethical Committee for the Pharmaceutical Industry Denmark). Information will be updated on a yearly basis. This information will thus be accessible to the public and will remain available for a period of at least three (3) years.

Disclosure will be made on the basis of the most recent information in the possession of SERVIER. Please notify SERVIER in case of any modification of the contact details of your organization.

By signing this Agreement you acknowledge and agree to the disclosure that will be performed.

ANNEX 7 - USE OF LOGO

The SERVIER logo will be exclusively used as part of the Project.

The SERVIER logo will be inserted:

- with a link on the event invitation, webpage or other event material
- with a link in the article inviting attendees to the Project
- on the Program of the event

The INSTITUTION undertakes to use the SERVIER logo only to illustrate that SERVIER and the INSTITUTION are in business relationships. The INSTITUTION is not authorized to use the SERVIER Logo for any other purpose.

The INSTITUTION is not authorized to use the SERVIER logo outside the conditions of this authorization. If the INSTITUTION wishes to use the SERVIER logo on any other media, by any other means, or using a different process, a new authorization shall be requested to SERVIER. SERVIER reserves the right to decline such request.

The use of the SERVIER logo shall not imply any endorsement, support, guarantee or participation of SERVIER in The INSTITUTION business activities or organization. Neither SERVIER nor any of its affiliates shall be liable or responsible for the use of the SERVIER logo.

The INSTITUTION undertakes to only use the SERVIER logo in the form transmitted by SERVIER as shown in the Annex, and to not adapt, modify or alter the SERVIER logo in any manners. The above authorized use shall be done with no alteration of the quality of the SERVIER Logo provided by SERVIER and with respect to SERVIER's moral rights.

The INSTITUTION recognizes that the SERVIER logo belongs to SERVIER and undertakes not to infringe in any manners the rights owned by SERVIER on the SERVIER Logo or on any other intellectual property rights owned by SERVIER or an affiliated company.

This authorization is granted on a non-exclusive basis by SERVIER. It is non-transferable.

Nothing in this agreement shall be construed as an assignment and/or license and/or authorization to use granted to the INSTITUTION of any other rights than the authorization of use of the SERVIER logo granted herein, in any way whatsoever, unless a separate written agreement is duly executed by signatories of both Parties.

The present authorization is valid as long as there is a contract in force between SERVIER (or one of its affiliates) and the INSTITUTION. Once the contract is terminated, the present authorization will no longer exist. The INSTITUTION shall then stop to use the SERVIER Logo unless otherwise stated in a written agreement.

SERVIER reserves its right to ask the INSTITUTION to withdraw, at any time, within 5 business days, the present authorization to use the SERVIER logo, even if there is still a contract in force between them.

In case of misuse, the INSTITUTION shall withdraw the SERVIER logo from its website or stop the misuse upon SERVIER first request, done by email or letter, within 2 business days from sending date.

A misuse is:

- a use of SERVIER logo which infringes what is agreed in the present agreement,

- a use not authorized by SERVIER or,
- a use which attempts to SERVIER image and/or reputation.

If the INSTITUTION does not comply with this agreement or refuse to stop a misuse, SERVIER reserves the right to act against the INSTITUTION by any mediation, arbitration or legal procedure.

The INSTITUTION shall use the following SERVIER logos:



OR

