



FINANCIAL CONTRIBUTION AGREEMENT

This Financial Contribution Agreement (“Agreement”) is made between:

SANOFI A/S, a company duly organized under the laws of Denmark under the business identity number 19064301 and having its registered office located at Vibenshuset, Lyngbyvej 2, 2100 København Ø - Denmark (hereinafter referred to as “Sanofi”)

and

Atopisk Eksempforening with chairperson Anne Vastrup, Hvidovrevej 108, 1. tv., 2650 Hvidovre, Denmark (“Recipient”)

WHEREAS

- A. Sanofi is a diversified human healthcare Sanofi engaged in the research, design, development, production, marketing, distribution and sale of medicinal products and services;
- B. Recipient is a Patient Advocacy Organization, Public and Non-profit;
- C. Recipient organizes AD Dagen events related to World Atopisk Eczema Day 2024, 14 September 2024. The patient organization has prepared a catalogue with potential solutions for the time in queue waiting for dermatology appointment to be reduced. The aim is to gather these suggestions in a national action plan/treatment plan. The event on the AD day will be used to gather political support. Project Outcome: A national eczema treatment plan. The purpose of this project is awareness on severity of atopic dermatitis with the aim for around 235.000 adult patients in future to be able to receive better treatment with shorter delay than today. (the “Project”).
- D. Recipient has requested Sanofi to support Recipient in the Project by means of a financial contribution and Sanofi has agreed to do so;

NOW THEREFORE, the parties hereto agree as follows:

1. Obligations of Sanofi

- 1.1 Subject to the terms and conditions of this Agreement, Sanofi shall support the Project by means of a financial contribution in the amount of 46,400.00 DKK. This contribution will be paid to the Atopisk Eksempforening. Funds will be used to pay Decisions, the consultancy helping out on this project. (the “Financial Contribution”).
- 1.2 The Financial Contribution will be paid within 30 (thirty) calendar days following the receipt of an invoice, which is to be sent after the effective date of this Agreement.
- 1.3 Invoices must contain the following information:
 - Sanofi name and address
 - Sanofi’s VAT registration number:
 - Sanofi’s Purchase Order number *PO number to be provided later*



- Invoice date
- Unique invoice number
- Recipient's bank account details

Bank Account Number
Name and Address of Bank
IBAN code
BIC / SWIFT code
- Any VAT references as required (Recipient is responsible for the correct VAT treatment)

1.4 Invoices should be sent by e-mail to invoicesDK@sanofi.com (one PDF or TIFF file per message) containing one request for payment and any attachments."

2 Obligations of Recipient

2.1 The Financial Contribution is given solely for the organization of the Project and shall not be used by Recipient for any other purpose without Sanofi's prior written consent.

A more detailed description of the Project, including a budget, is attached hereto as Exhibit A.

2.2 Recipient acknowledges the fact that Sanofi is a pharmaceutical company and can only financially support the Project if the Project as such meets the requirements of the EFPIA Member Association's Code of Practice in the country. In view thereof, Recipient represents and warrants that in the organization of the Project it shall abide by aforesaid requirements and, more generally, refrain from any acts and activities that (may) affect the legitimacy of Sanofi's Financial Contribution.

2.3 At Sanofi's request, Recipient shall fully disclose to Sanofi how the Financial Contribution has actually been spent.

2.4 Recipient shall clearly and legibly state in its communications related to the Project that the Project was 'sponsored by Sanofi' or 'made possible in part by Sanofi.

2.4 In return for the Financial Contribution provided by Sanofi, Recipient shall provide the following consideration: A national eczema treatment plan, Funds will be used to pay Decisions, the consultancy helping out on this project. The patient organization has prepared a catalogue with potential solutions for the time in queue waiting for dermatology appointment to be reduced. The aim is to gather these suggestions in a national action plan/treatment plan. The event on the AD day will be used to gather political support. No products will be named, the content will only include disease awareness and burden of disease.

3. Transparency

3.1 Parties agree that the Financial Contribution made by Sanofi under this Agreement is subject to the provisions on disclosure of transfers of value between pharmaceutical companies, patient organizations and healthcare organizations as set forth in the EFPIA Member Association's Code of Practice in Recipient's country of registration (the "National Code of Practice").

3.2 Parties agree that Sanofi's local affiliate in Recipient's country of registration, Sanofi A/S Denmark, will take care of disclosure of the Financial Contribution in accordance with the



relevant provisions of the National Code of Practice. To that end, Recipient hereby authorizes Sanofi to share with its local affiliate all information and details pertaining to Recipient and this Agreement as Sanofi's local affiliate may require for disclosure purposes in line with the National Code of Practice.

4. Data Protection

The Parties will process all personal data obtained during the term of this Agreement in accordance with applicable data protection laws and regulations including but not limited to the General Data Protection Regulation (EU) 2016/679 and its amendments.

5. Compliance Undertakings

5.1 Parties represent and warrant that

- in the execution of this Agreement they will comply with all applicable laws and (self-) regulations, including - but not limited to - the National Code of Practice (as defined in Article 3.2 above), data protection and anti-bribery legislation such as the UK Bribery Act 2010; and
- they, and where relevant, their directors, officers, employees, agents or subcontractors shall not, directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any government official, healthcare professional or person affiliated with a healthcare organization to obtain or retain business or secure improper advantage to Sanofi.

5.2 Parties acknowledge that the Financial Contribution of Sanofi does not take effect and is not intended to take effect as an incentive or reward for Recipient's past, present or future willingness to prescribe, administer, recommend (including formulary recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Sanofi or as an incentive to grant an interview for any sales or marketing purposes.

6 Miscellaneous

6.1 During the term of this Agreement and thereafter, each party shall keep in trust and confidence and not disclose to others all information it receives from the other party, provided however that these non-disclosure obligations do not apply to such (portion of) information that (i) at the time of disclosure is available in the public domain, (ii) after disclosure becomes available in the public domain through no fault of the receiving party, (iii) is required to be disclosed under applicable laws or (self-) regulations, including the National Code of Practice (as defined in Article 3.2 above), or (iv) is already in the possession of the other party.

6.2 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party; provided however that Sanofi may assign this Agreement to any of its affiliates or to a successor to its business (whether by merger, a sale of all or substantially all of its assets relating to this Agreement, a sale of its capital stock, or otherwise).

6.3 Either party may terminate this Agreement with immediate effect by written notice to the other party, if the other party commits a breach of this Agreement and the breach is not



remedied within thirty (30) days after service of written notice requiring the same. If a party terminates this Agreement in accordance with this Article 6.3, the other party shall not be entitled to any compensation, indemnity or damages or other payment in respect of such termination. Article 3, Article 5.0, Articles 7.2 and 7.3 and all other provisions of this Agreement, including any Exhibit, that expressly or by their nature survive termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination.

6.4 Sanofi shall have the right during the term of this Agreement and three (3) years thereafter to audit whether Recipient's use of the Financial Contribution is in accordance with this Agreement.

7. Effective Date, Governing Law and Dispute Resolution

7.1 This Agreement becomes effective when signed by an authorized representative of each party. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission

7.2 The Agreement shall be governed by the laws of Denmark without reference to its conflict of laws provisions. The Parties shall try to solve by prior good faith negotiations any difficulties that may arise between them in the performance or construction of the Agreement. Should the Parties fail to reach an agreement, the Parties agree to submit the dispute to the exclusive jurisdiction of the competent court of Copenhagen, notwithstanding plurality of defendants, summary proceedings or impleader.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement.

SANOFI

Signature: 
[Fiona DE BOUVERE \(May 23, 2024 06:56 GMT+2\)](#)

Date: 05/23/2024

Name: Fiona De Bouvere

Title: GM Specialty Care Nordics & Country
Lead Denmark

Recipient

Signature*: 
[Anne Skov Vastrup \(May 25, 2024 23:04 GMT+2\)](#)

Date: 05/25/2024

Name: Anne Vastrup

Title: Chair Person



EXHIBIT A Project description

Anmodning om støtte til Atopisk Eksem Forening på 46.400 kr. inkl. moms AD-uge aktiviteter: PR, Outdoor, SoMe samt rundbordsmøde på Christiansborg

I forbindelse med verdens atopisk eksem dag den 14. september 2024 ønsker Atopisk Eksem Forening (AEF) at gennemføre et rundbordsmøde på Christiansborg med fokus på atopisk eksem og udfordringerne ved sygdommen.

Kampagnens formål er at sætte fokus på de lange ventetider for at komme til hudlæge og behovet for en national eksemhandlingsplan. Kampagnen indeholder både PR, outdoor-reklamer og SoMe for at skabe opmærksomhed om sagen såvel som et rundbordsmøde på Christiansborg, hvor vi vil fortsætte dialogen fra sidste år med en mere konkret dialog om behovet for en national eksemhandlingsplan.

Via opdateret ventetidsanalyse er det målet at få en artikel i landsdækkende medie samtidig med, at vi får en patient til at fungere som case og skaffe opmærksomhed via outdoor-reklamer ved Christiansborg og Dampfærgevej (Danske Regioner).

Ved selve rundbordsmødet er det planen, at regionsmedlemmer, embedsmænd og sundhedsfaglige, herunder repræsentanter fra Dansk Dermatologisk Selskab, diskuterer vores forslag til kommende eksemhandlingsplan. AEF har modtaget tilbud fra Decisions på afholdelse af ovenstående aktiviteter til i alt 185.600 kr. ekskl. moms.

Dertil kommer mulighed for at sikre bedre gennemslagskraft via en fortsat annoncering frem mod Folketingets åbning primo oktober, hvilket får projektet til at beløbe sig til i alt 222.720 kr. ekskl. moms. Atopisk Eksem Forening er ikke momsregistreret og anmoder derfor om beløb inkl. moms. Vi søger støtte hos både AbbVie, Almirall, Leo Pharma, Pfizer og Sanofi til afholdelse af aktiviteter frem til og med rundbordsmøde og håber, at alle fem virksomheder har lyst og mulighed for at bakke op om projektet med hver 20% af beløbet på 185.600 kr. ekskl. moms, svarende til 232.000 i alt, og 46.400 kr. inkl. moms pr. virksomhed.

AEF anmoder derfor Sanofi om støtte på 46.400 kr. inkl. moms. På forhånd mange tak for opbakningen til foreningens arbejde, og vores gode samarbejde.

Mange hilsner fra Anne Skov Vastrup, Atopisk Eksem Forening



Exhibit B Budget

Budget

Budgettet omfatter markant flere aktiviteter sammenlignet med sidste år, hvilket betyder et større samlet budget, selvom vi har forsøgt at holde de enkelte udgiftsposter på et minimum.

Alle priser er eksklusiv moms. Atopisk Eksem Forening vil gerne finansiere AD-dagen med sponsorater til foreningen, hvorfor der skal lægges moms til vores finansieringsbehov. Vi søger således om seks sponsorater af 46.400 kr. inklusiv moms eller 37.120 kr. eksklusiv moms. Får vi fem sponsorater, kan kampagnen gennemføres med bølge 1, mens vi med en sjette sponsor kan forlænge kampagnen med bølge 2.

Opgave:	Pris:
Fotografering af patient	12.000
Vi bruger en førende fotograf til at lave et stilfuldt billede og en kort video	
Udarbejdelse af annoncer	18.000
Billederne konverteres til annoncer til X samt til outdoor-annoncer	
Annoncering – bølge 1	49.000
Budgettet dækker udover annoncering fire uger op til Ad-dagen også den konkrete styring og test af annoncer samt den mere generelle kampagnestyling, herunder afrapportering til alle sponsorer.	
PR-budget	42.000
Budgettet dækker et læserbrev samt et indsalg af en historie til et nationalt medie.	
Rundbordsmøde	38.600
Vi laver en invitation samt en liste over dem, der skal inviteres. Vi arrangerer og moderere selve mødet.	
Udarbejdelse af handlingsplan	26.000
Der udarbejdes et bud på en national handlingsplan til bekæmpelse af ventelister i dermatologien, herunder et overblik over sygdomsbyrden. Planen layouts.	
Annoncering – bølge 2	37.120
For at sikre bedre gennemslagskraft vil vi efter AD-dagen fortsætte annonceringen så langt den rækker både på SoMe og Outdoor om muligt. Og gerne frem til Folketingets åbning primo oktober	
Pris i alt	222.720