

# GALDERMA

EST. 1981

Reference: DK-NPN-2400005

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made and entered into as of May 2024 (“**Effective Date**”) between **Galderma Nordic AB**, a legal entity organised under the laws of Sweden with registration number 556562-0928, having its registered office at Seminariegatan 21, 752 28 Uppsala, Sweden (“**Galderma**”); and **Atopisk Eksem Forening**, located at c/o Lone Grøn Laursen, Hvidovrevej 108, 1. tv. 2650 Hvidovre (“**Event Organiser**”).

Galderma and Event Organiser are each referred to individually as a “**Party**” and together as the “**Parties**”.

**WHEREAS** Galderma is a pharmaceutical company engaged in the business of developing, manufacturing and marketing dermatological products; and

**WHEREAS** Event Organiser is patient advocacy society which will receive sponsorship from Galderma as more particularly described below.

**NOW, THEREFORE**, the Parties agree as follows:

### 1. Nature of Sponsorship

- 1.1. Subject to the terms and conditions of this Agreement, Galderma agrees to provide Event Organiser with sponsorship as more particularly described below and being consistent with the request set forth in **Exhibit A** to this Agreement, and the budget also set forth in **Exhibit A** to this Agreement. (the “**Sponsorship**”):

<b>Event:</b>	Disease awareness campaign on prurigo nodularis in Denmark. Start 2024. Campaign will include 1) Independent section on atopiskeksemlforening.dk, 2) Relate film with patient, 3) Informative film with expert, 4) Guide to the doctor's interview, 5) Social media efforts (the “ <b>Event</b> ”)
<b>Nominated Secretariat or other third-party organiser to receive payment on behalf of the Event Organiser:</b>	Molecule Consultancy A/S c/o Rebel Work Space Dampfærgevej 27-29, 5. sal 2100 København Ø
<b>Purpose of Sponsorship:</b>	As described in Exhibit A
<b>Nature/Value of Sponsorship:</b>	As described in the budget appearing in Exhibit A. Galderma will sponsor this Event with 150.000 DKK (ex VAT)
<b>Benefit to Galderma:</b>	Increased disease awareness on prurigo nodularis, an uncommon disease, among patients, patient advocacy group, patient relatives, general public and health care professional in Denmark.

### 2. Purpose and Use of the Sponsorship

Galderma Nordic AB, Seminariegatan 21, 752 28, Uppsala, Sweden

Phone +46 (0)18 444 03 30, [www.galderma.com](http://www.galderma.com)

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Sponsorship Agreement\_Nordics V1.0 (May 2022)

- 2.1. Event Organiser undertakes to use the Sponsorship solely for the purposes of the Event stated in Clause 1.1 of this Agreement.
- 2.2. In the event that the Event changes or a situation occurs during the term of this Agreement under which the Event is abandoned or stopped, Event Organiser will immediately notify Galderma of this change and Galderma reserves the right to terminate this Agreement and request (by written notice) that the Sponsorship (or any part of the Sponsorship) is returned in accordance with Clause 5 below.
- 2.3. The Event Organiser agrees to provide Galderma with all reasonable assistance in the event that Galderma requests evidence relating to the Sponsorship and its use for the purposes described in this Agreement.
- 2.4. Galderma acknowledges that the Event Organiser may have its own terms and conditions relating to the Event. In the event of a conflict between such terms and conditions and this Agreement, the terms of this Agreement shall take precedence with respect to the provision of the Sponsorship by Galderma.

### **3. Compliance with Laws and Regulations**

- 3.1. Event Organiser acknowledges and agrees that the request for and use of the Sponsorship must comply with the provisions of all applicable laws, statutes, rules, and regulations, as amended from time to time, including, but not limited to, all laws on combatting Bribery and Anti-corruption. Each Party agrees to comply with applicable industry standards with respect to the provision and use of the Sponsorship.
- 3.2. The Parties acknowledge and agree that Galderma is not providing the Sponsorship (nor is the Sponsorship accepted by Event Organiser) with any intention to induce, influence or reward the past, present or future prescribing, supply, administration, recommendation, purchasing or selling of any Galderma products. Furthermore, the Sponsorship is not being provided by Galderma (nor is the Sponsorship accepted by Done) as an inducement to switch patients from their current therapy to any other therapy, including any Galderma product.
- 3.3. In consideration of the receipt of the Sponsorship, Event Organiser confirms, acknowledges and agrees that:
  - 3.3.1. the Sponsorship is not provided by Galderma to benefit any individual personally, directly or indirectly;
  - 3.3.2. it has followed its own internal approval processes with respect to all matters in relation to the application and receipt of the Sponsorship;
  - 3.3.3. it is not aware of any conflict of interest which would prevent Event Organiser from accepting the Sponsorship (including any conflict which would breach Event Organiser's obligations to comply with applicable laws and regulations);
  - 3.3.4. it will comply with all applicable laws, government or industry regulations and

codes with respect to the Sponsorship and its use;

3.3.5.it will not directly or indirectly use the proceeds of the Sponsorship for any purpose that would breach any anti-bribery and anti-corruption law or regulation or other similar legislation in other jurisdiction; and

3.3.6.the content of the Event is (and will be) essentially healthcare-related education;

3.3.7.the venue and facilities used for the Event are appropriate for an educational purpose and conducive to the main educational purpose of the Event; and

3.3.8.any subsistence (e.g., food and drinks) associated with the Event will be secondary to the Event's main educational purpose.

3.4. Declaration: The Event Organiser acknowledges that provision of the Sponsorship by Galderma must be made clear in accordance with all applicable laws, regulations, guidelines and industry codes in force from time to time. In the event that any printed or digital material is produced to support the Event (including any invitation or agenda or similar), the Event Organiser agrees to acknowledge Galderma and the Sponsorship in writing with the inclusion of a full and meaningful declaration of sponsorship which must be sufficiently prominent to ensure that readers if the materials are aware if the Sponsorship from the outset (e.g. "*This event has been sponsored by Galderma Nordic AB. Galderma has had no control over the education content of this event*" or similar). The wording of any declaration of sponsorship must also accurately reflect the extent of Galderma's Sponsorship, for example, whether Galderma has or has not had any control over the content of the sponsored activities or if the Sponsorship has been restricted to any activity or part only of the Event.

3.5. Disclosure: Event Organiser acknowledges that Galderma must document and publicly disclose annually certain transfers of value made directly or indirectly to healthcare organisations located in Europe ("**Annual Disclosure**"). The Annual Disclosure will be made on Galderma's website (either on a national or European level) from time to time and will include: (i) the Event Organiser's name; (ii) a clear description of the Sponsorship that is sufficiently complete to enable the reader to understand the nature of the support or the arrangements; and (iii) the monetary value for the Sponsorship where it is possible to assign a value.

#### 4. Confidentiality

4.1. The Parties anticipate that under this Agreement it may be necessary for one Party to transfer to the other Party information of a confidential or proprietary nature ("**Confidential Information**"). As such, all such transfers and disclosures of information shall be governed by the confidentiality and non-disclosure provisions set forth in this Clause 4 of this Agreement. Subject to the following provisions of this Clause 4, the Parties agree that the existence and terms of this Agreement shall be deemed Confidential Information and, as such, shall not be disclosed to any third party without both Parties' prior express written consent or as required by law.

4.2. As used in this Agreement, the term "Confidential Information" shall mean all trade secrets or confidential or proprietary information provided by either Party, or one of its

representatives, to the other, or its representatives.

- 4.3. Confidential Information does not include information that: (1) is approved for release by the written authorisation of the non-disclosing Party; (2) the disclosing Party can show was already in its possession at the time of disclosure; (3) is or becomes publicly available by other than unauthorised disclosure by the disclosing Party; (4) is received by the disclosing Party from a third party who is rightfully in possession of such information free of any obligation to maintain its confidentiality; or (5) is independently developed by an employee, agent, or contractor of the disclosing Party without access to the Confidential Information.
- 4.4. The Parties agree that, except as required by judicial order or governmental laws or regulations, the Confidential Information of Galderma shall be used by Event Organiser solely for the purpose of fulfilling any responsibilities agreed to by the Parties under the terms of this Agreement. Each Party agrees to hold the Confidential Information of the other Party in confidence by security measures, devices, and procedures equal to those used by it in securing its own confidential documents. The Parties further agree that the Confidential Information of Galderma shall be disclosed only to those officers, employees, and representatives of Event Organiser who need to know such Confidential Information for the purposes of fulfilling any responsibilities agreed to by the Parties under the terms of this Agreement; it being understood that such officers, employees, and representatives shall be bound by the terms of this Agreement and Event Organiser shall be liable for any breaches by its officers, employees, and representatives.

## **5. Term and Termination**

- 5.1. This Agreement shall commence on the Effective Date.
- 5.2. Galderma may terminate this Agreement (i) in accordance with Clause 2.2 above or (ii) on thirty (30) days written notice to Event Organiser if Event Organiser breaches any term of this Agreement in any material respect and fails to cure such breach within ten (10) days after receipt of written notice of such default.
- 5.3. Reconciliation: Within three (3) months of the Event, Event Organiser will notify Galderma in writing if there is any unused element of the Sponsorship or if the Sponsorship is not used in accordance with the budget (as set out in Exhibit A to this Agreement) or terms and conditions of this Agreement. Event Organiser acknowledges that where any sponsorship revenue generates a surplus, repayment should generally be made to the sponsors. Event Organiser shall accordingly return any unused element of the Sponsorship provided by Galderma or any element not used in accordance with the terms and conditions of this Agreement within thirty (30) days of such notice.

## **6. Limitation on Authority**

In no event shall Event Organiser have any authority, or hold itself out as having authority, to enter into, bind, or obligate Galderma to any agreement, purchase, or obligation of any kind without Galderma's prior written authorisation.

## 7. Liability

- 7.1. Event Organiser is responsible for exercising full control over the use of the Sponsorship and any activities resulting from the use of the Sponsorship.
- 7.2. Event Organiser releases Galderma from any liability for loss, expense, cost (including legal fees), liability, damage or claim incurred by it arising out of the use of the Sponsorship.
- 7.3. Event Organiser agrees to indemnify and hold Galderma, its officers, directors, employees, affiliates and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable legal fees) arising out of or resulting from Event Organiser's and/or its officers, employees, agents or subcontractors negligence, acts or omissions relating to their use of the Sponsorship under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the negligence or wrongful act(s) of Galderma.

## 8. Survival

Neither the expiration nor the earlier termination of this Agreement shall affect in any way the rights and obligations of either Party that have accrued prior to such event or in connection therewith. The obligations and rights contained in Clause 2.3, Clause 4 ("Confidentiality"), Clause 7 ("Liability"), Clause 8 ("Survival") and Clause 13 ("Governing Law") of this Agreement shall survive the expiration or earlier termination of this Agreement.

## 9. Data Privacy

- 9.1. With respect to all Personal Data to be Processed under this Agreement, the Parties hereby agree to comply with all applicable privacy, security and data protection laws and regulations, including, but not limited to, the EU General Data Protection Regulation 2016/679 (hereinafter "**GDPR**") (and its derivatives), Directive 2002/58/EC ("**e-Privacy Directive**"), as transposed into local legislation of each European Union Member State or Member State of the European Economic Area (EEA); any other data protection laws, regulations, codes of practice, codes of conduct, guidelines issued by any competent data protection authority, including any amendments to the foregoing, as well as the privacy, security and data protection laws applicable in the Territory ("**Data Protection Laws**"). Capitalised terms in this Clause 9 shall have the meaning ascribed to them in the Data Protection Laws.
- 9.2. In relation to the Processing of business contact information (including Personal Data) relating to the Parties and their personnel, exchanged for the purposes of executing and managing this Agreement, each one of the Parties will Process autonomously all Personal Data received from the other Party solely for the purposes relating to the performance of the Agreement and the fulfillment of the Sponsorship, as well as for communication purposes and for managing and maintaining an ongoing relationship.

## 10. Assignment

Neither this Agreement nor any of the rights or responsibilities hereunder may be assigned by Event Organiser without Galderma's prior written consent.

#### **11. Entire Agreement**

This Agreement, including any attachments hereto, sets forth the entire agreement and understanding of the parties with respect to the subject matter described herein and supersedes all prior written or oral agreements relating to said subject matter. In the event of any inconsistency between the provisions of this Agreement and any attachment(s), the provisions of this Agreement shall govern. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as further or continuing waiver of any such term, provision, or condition, or of any other term, provision, or condition.

#### **12. Amendments**

This Agreement may not be amended except in writing signed by duly authorised representatives of both Parties.

#### **13. Governing Law**

This Agreement, together with and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Sweden. Each Party agrees to submit to the exclusive jurisdiction of the courts of Uppsala, Sweden to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

#### **14. Counterparts and Electronic Signature**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by industry-standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures.

**IN WITNESS WHEREOF**, each Party has executed this Agreement by a duly authorised individual effective as of the Effective Date.

**Galderma Nordic AB**

Signed:

DocuSigned by:  
*May-Britt Nygaard Sørensen*  
0822211555764DE...

Name:

May-Britt Nygaard Sørensen

Title:

General Manager Nordics

Date:

June 18, 2024

**Atopisk Eksem Forening**

Signed:

DocuSigned by:  
*Anne Skov Vastrup*  
5A0F368E642D4BA...

Name:

Anne Skov Vastrup

Title:

Chairman of Atopisk Eksem Forening

Date:

juni 19, 2024

# Exhibit A

Ansøgning om midler

27/10-2023

## Ansøgning om midler til en disease awareness indsats om Prurigo Nodularis

Prurigo Nodularis (PN) er en sjælden hudsygdom, der kun er begrænset patientinformation om på dansk. Sygdommen er en selvstændig sygdom, men bliver ofte kædet sammen med atopisk eksem. Derfor ønsker Atopisk Eksem Forening at udvikle en sektion om hudsygdommen på deres hjemmeside, atopiskeksemforening.dk.

Formålet er at give de hårdt ramte patienter håb for et liv uden for mange symptomer ved at give dem viden om sygdommen og motivere til handling.

### Motivation

PN er en underkommunikeret sygdom, som rammer patienter hårdt og påvirker de pårørende. Alligevel står patientgruppen og deres pårørende ofte alene. Lægerne har svært ved at stille diagnosen, og efter diagnosen søger patienter og pårørende ofte forgæves hjælp og vejledning til at navigere i livet med PN. For patientvenligt materiale om PN findes stort set ikke – og slet ikke på dansk.

Dette ønsker Atopisk Eksem Forening at lave om på. Sammen med landets førende specialist på området – Jesper Elberling – har foreningen et ønske om at udarbejde en disease awareness indsats målrettet patienter og pårørende, der lever med PN.

Målet er at give dem viden, håb og handlerum, så mennesker, der er ramt af PN, forbedrer deres chance for at få hjælp til at få sygdommen i ro.

### Indsatsens elementer

Indsatsen vil bestå af flere elementer:

- Selvstændig sektion på atopiskeksemforening.dk
- Relaterbar film med patient
- Informativ film med ekspert
- Guide til lægesamtalen
- Social Media indsats

Indholdet på **hjemmesiden** vil tilbyde mennesker med PN hjælp ved at give basal, forståelig information om sygdom, symptomer og behandling. Siden vil også linke til lægeguide i pdf, som patienterne kan tage med til lægen, mens to **film** vil sætte ansigt på sygdommen med en patients historie og motivere til handling med gode råd fra en hudspecialist.

Hjemmeside og film udbredes til målgruppen via foreningens **Facebook** med en Social Media indsats, der viser foreningens engagement i sygdommen og deler indsigter fra de to film med link til indholdet på hjemmesiden.

Endelig ønsker foreningen at versionere indholdet fra hjemmeside og lægeguide til en trykt **folder**, som kan uddeles ved foreningens mange arrangementer.

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Ansøgning om midler

27/10-2023

Al materiale udvikles af Molecule Consultancy i samarbejde med Atopisk Eksem Forening, specialist Jesper Elberling og en praktiserende læge.

#### Ejerskab

Atopisk Eksem Forening ejer alle rettigheder til materialet og har sammen med eksperterne den endelige beslutningskompetence ift. ordlyd og udformning af indhold. Intet indhold vil omtale specifikke produkter. Af hensyn til gennemsigtighed, vil det fremgå, hvem der finansierer indsatsen.

#### Timing

Det er foreningens ønske, at indsatsen udvikles vinteren 2023-2024 og lanceres på Facebook i foråret 2024.

#### Budget

Nedenfor er skitseret budget for de forskellige elementer for indsatsen. Alle priser er ekskl. moms.

Indhold til website 2023-2024		DKK ex moms
<b>A</b>	<b>Etablering af samarbejde</b> Opstart af projekt med initial kontakt til hudspecialist og praktiserende læge for at afstemme mål, vinkler og proces. Processtyring og scope af projektet.	15.000
<b>B</b>	<b>Indhold til selvstændig underside om Prurigo Nodularis på atopiskeksemforening.dk</b> 2 undersider om sygdommen, symptomer, behandling og gode råd til hverdagen baseret på research og interview med hudspecialist, inkl. Faglig validering og godkendelse af foreningen.  Html-opsætning af 1 ny topmenu med 2 undersider, inkl. Indlejring af 2 film (se nedenfor), inkl. kodning.	65.000
<b>C</b>	<b>2 film med hhv. ekspert og case</b> Produktion af to film af max 4 minutter, hhv. interviewfilm med ekspert og emotionel film med patient. Inkl. Grafik, musik og undertekster.	90.000

Udbredelse af indhold 2024		DKK ex moms
<b>C</b>	<b>Folder</b> 12 siders folder baseret på indhold til website og interview med hudspecialist i den forbindelse. Indholdet er omtrent det samme som på websitet, dog versioneret til folder-format og evt. suppleret med citater fra patient og hudspecialist. Tryk af 1500 ex i A5-format.	40.000
<b>D</b>	<b>Guide til lægesamtalen</b> Onepager i pdf, der hjælper patienterne med at få mest muligt ud af lægesamtalen.	20.000

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Ansøgning om midler

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<b>D</b>	<b>Social Media, 6 posts</b> Copy, visuals, opsætning og annoncering for 6 Facebook-posts, der introducerer sygdomsområdet og deler snippets af de to film med link til website. Annoncebudget sat til 3000 dkk pr post. Kortfattet afrapportering.	<b>70.000</b>
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**Total pris ex moms****300.000**

Atopisk Eksem Forening ønsker projektet samfinansieret i form af supplerede sponsorater. Foreningen vil derfor række ud til Galderma og Sanofi. Kontrakter indgås med Atopisk Eksem Forening, mens Molecule Consultancy så vidt muligt varetager al administration af fakturaer.