

GALDERMA

EST. 1981

Reference: DK-NAO-2500001

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“**Agreement**”) is made and entered into as of April 2025 (“**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 **Eksemforeningen**, 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**”):

Event:	Updated disease awareness campaign on prurigo nodularis, and HCP lecture on AD at patient advocacy meeting in Denmark. Start 2025. To include 1) Independent section on eksemforeningen.dk, 2) Relate film with patient, 3) Informative film with expert, 4) Guide to the doctor's interview, 5) Social media efforts, 6) Atopic dermatitis HCP lecture at patient advocacy meeting.
Nominated Secretariat or other third-party organiser to receive payment on behalf of the Event Organiser:	Molecule Consultancy A/S c/o Rebel Work Space Dampfærgevej 27-29, 5. sal 2100 København Ø
Purpose of Sponsorship:	As described in Exhibit A
Nature/Value of Sponsorship:	As described in the budget appearing in Exhibit A. Galderma will sponsor this Event with 67.000 DKK (ex VAT)
Benefit to Galderma:	Increased disease awareness on prurigo nodularis and atopic dermatitis, among patients, patient advocacy group, patient relatives, general public and health care professional in Denmark.

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2. Purpose and Use of the Sponsorship

- 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

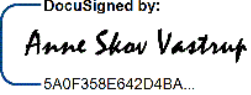
This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement. The Parties agree that the execution of this Agreement by industry-standard electronic signature software and/or by exchanging PDF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

Eksemforeningen

Signed: 
0822211555764DE...

Signed: 
5A0F358E642D4BA...

Name:
May-Britt Nygaard Sørensen

Name:
Anne Skov Vastrup

Title:
General Manager Nordics

Title:
Chairman of Eksemforeningen

Date: April 9, 2025

Date: april 9, 2025

Exhibit A

Kløeknopper-kampagne

Eksemforeningen vil gerne lave en opfølgende informationskampagne om kløeknopper (Prurigo Nodularis) som overbygning til vores kampagne fra 2024. Vi har været i kontakt med Luca, der i 2024 fortalte om at leve med kløeknopper i Tabu med Rune Klan, og Luca vil gerne hjælpe os i kommende kampagne. Hudlæge Jesper Elberling hjalp os sidste år med ekspertfilm om kløeknopper og har siden skrevet et digt om kløeknopper, som vi har rettighed til at bringe.

Formålet med den kommende kampagne er at gøre flere opmærksomme på sygdommen kløeknopper – samt give patienter og pårørende viden om, at der findes nye behandlingsmuligheder og dermed HÅB om at opnå sygdomskontrol.

Foreningen har modtaget tilbud på projektet fra Molecule Consultancy til i alt 119.000 kr. før moms. Tilbuddet fra Molecule indeholder desuden mulighed for at tilkøbe flere elementer som f.eks. podcast eller film til kampagnen, hvis vi ønsker det.

Atopisk eksem arrangement i Aalborg

Foreningen vil også gerne holde et arrangement om atopisk eksem i Aalborg, arrangeret af vores tre nye frivillige i Jylland, som vi lærte at kende ved arrangement i Aarhus i november 2024. Der er indgået aftale med cheflæge Maiken Glud Dalager fra Aalborg Universitetshospital om at bidrage med faglige indlæg sammen med atopisygeplejerske Lotte Jensen.

Det er vigtigt for foreningen at bakke op om disse nye frivillige, der er et kæmpe aktiv for foreningen samtidig med, at vi også håber at etablere en god relation til Maiken Glud Dalager.

Anmodning om økonomisk støtte

Vedhæftet er ansøgning om støtte til ovenstående to projekter samt budget for hver af disse.

Vi håber, at både I og Sanofi har lyst og mulighed for at bakke op om projekterne og anmoder jer derfor om halvdelen af beløbene, specificeret således:

- 59.500 kr. før moms til brug for kløeknopper-kampagne, som vi gerne vil have Molecule til at administrere og fakturere
- 7.500 kr. til brug for arrangement i Aalborg, som Eksemforeningen gerne vil fakturere jer. Foreningen er ikke momspligtig, så vi sender en faktura på 7.500 kr. uden moms