ABACUS MEDICINE

Better Access · Better Healthcare

Sponsorship Agreement

This Sponsorship Agreement ("**Agreement**") is executed and entered into, effective as of 05 November 2025 ("Effective Date") by and between Abacus Medicine A/S, a company registered in Denmark under company registration number 28111576, having its registered office at Kalvebod Brygge 35, 1560 Copenhagen V, Denmark ("**Abacus**"), and Sjældne Diagnoser ("**Recipient**"), having address at Blekinge Boulevard 2, 2630 Taastrup, Denmark**.** Abacus and Recipient shall each be considered a "Party" and both "Parties" to this Agreement.

1. PURPOSE AND NATURE OF SPONSORSHIP

1.1 **Recipient's request and purpose.** Recipient has requested financial and/or non-financial support from Abacus for its anniversary event, Celebrating Rare Diseases Denmark – 40 Years Together, taking place on 7 November 2025, as further detailed in Attachment A. The recipient shall use the sponsorship only for the purpose of healthcare-related education, information, research or scientific exchange, as described in Attachment A.

1.2 **Abacus' support**. Abacus has decided the Recipient's request is worthy of support as part of Abacus' involvement in rare disease awareness. Abacus is one of 13 companies sponsoring the event. Abacus agrees to provide to the Recipient the amount of EUR 700 to support the request.

2. START AND END DATES OF THIS AGREEMENT

2.1 This Agreement shall become effective as of the Effective Date and shall remain effective until sixty (60) days after the parties have fulfilled their obligations under it.

3. RECIPIENT'S DUTIES

3.1 **Provide a tangible benefit to Abacus.** In exchange for the sponsorship, the Recipient shall provide to Abacus recognition as a sponsor.

3.2 **Inform Abacus of changes affecting the request.** The recipient shall inform Abacus promptly of changes affecting the nature, purpose, participants or timing of the requested support. If Abacus determines that the change affects its compliance requirements, Abacus may demand full or partial repayment of the sponsorship. The Recipient shall comply with any such demand within fourteen (14) days.

3.3 **Account for the activity regularly and upon completion.** The Recipient shall regularly inform Abacus of the progress of the activity in writing.

3.4 **Payment and refund of any unspent amounts.** The Recipient shall direct an invoice to representative of Abacus, Ove Brogaard-Larsen, Regional Sales Manager, Nordics,

email address ove.larsen@abacusmedicine.com, for payment of the support requested by Recipient. Recipient shall refund to Abacus any amounts not spent for the requested purposes, as shown by an accounting and/or documentation to be provided by the Recipient after the activity.

3.5 **Publicize Abacus as sponsor.** The Recipient shall mention Abacus' name as the sponsor in publicity, advertising, announcements, articles, media releases or similar communications in relation to the supported activity. Recipient will publish information on the sponsorship on the Recipient's website. The information will include the sponsorship amount and, if applicable, any in kind transfer. Publication must ensure that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's website no later than one (1) month after the Recipient receives the sponsorship, and must be publicly available for at least two (2) years.

3.6 **Use Abacus branding only if approved.** The Recipient may not use Abacus' logo, trademarks or other corporate identity marks or materials unless this Agreement specifically permits the use or Abacus approves the use in advance in writing.

3.7 **Allow Abacus to publicize the sponsorship with Recipient's logo.** The Recipient hereby permits Abacus to use the Recipient's name, logo, trademarks or other organizational identity marks or materials in publicity, advertising, announcements, articles, media releases or similar communications concerning Abacus' sponsorship.

4. GENERAL CONDITIONS

4.1 **No conflict of interest.** Recipient states that it is not aware of any conflict of interest related to its acceptance of the sponsorship. Recipient shall inform Abacus promptly if it discovers such a conflict of interest.

4.2 **Compliance with law and ethics.** Recipient shall ensure that:

4.2.1 The invitation for the event clearly states that the event is being sponsored by one or more pharmaceutical companies;
4.2.2 The educational meeting will be physically separated from the commercial areas with promotional booths;
4.2.3 The commercial area with promotional booths will not be accessible for the general public; only health care professionals ("HCPs") will have access to this area;
4.2.4 The sponsorship will solely support the strictly medically and/or scientifically relevant parts of the activity program. If the program contains any agenda item that is, or could be perceived as, entertainment or not medically relevant, these items must be financed solely and expressly by the activity participants' fees; and
4.2.5 The sponsorship cannot be used for any gifts to activity participants or the general public.

The Recipient acknowledges that Abacus must report the sponsorship to ENLI (Ethical Committee for the Pharmaceutical Industry) in accordance with ENLI's promotion code, donation code and/or any other applicable ethical rules.

When carrying out the activity supported by the sponsorship, Recipient shall:

- Obtain all licenses needed to conduct the activity;
- Perform the activity in a fair and balanced manner;
- comply with all applicable laws, regulations, codes of practice, guidelines and industry standards, among others those related to bribery, corruption and unethical business practices and those governing drug promotional and advertising activities and interactions with healthcare professionals.

Recipient shall not give or receive bribes to obtain undue or improper advantage.

Abacus will not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines ("**Deviations**") and Recipient will indemnify, defend and hold Abacus harmless against any claim or suit brought against Abacus due to such Deviations that are not due to any act or omission by Abacus.

4.2.6 **Parties act independently**. Recipient shall incur all expenses and other financial commitments and take all other actions related to the supported activity in its own name and for its own account. By making the sponsorship, neither party assumes any right or responsibility to act on behalf of the other party.

4.2.7 **Sponsorship is not an incentive**. Abacus states and Recipient acknowledges that the sponsorship is not an incentive or reward for the past, present or future willingness of Recipient, its employees or the participants in Recipient's activities to prescribe, administer, recommend, purchase, pay for, reimburse, authorize, approve or supply, or to support in any other way, Abacus' products or services.

4.2.8 **Reporting of Payments.** Where drug and device manufacturers or sellers are required to report data annually on any and all items of value including, *inter alia*, fees, meals, educational items, gifts, expense reimbursements and other payments or items of value **("Payments")** provided to HCPs**,** Abacus may be required to report direct or indirect Payments or other transfers of value made by Abacus to Recipient hereunder. These reports may be made public consistent with the applicable statutory requirements. Recipient understands and agrees with Abacus complying with this reporting obligation.

4.2.9 **Reporting of Cooperation.** Where HCPs and/or drug and device manufacturers or sellers are required to report cooperation and agreements such as this Agreement to national authorities or regulatory bodies, each party shall be responsible for its own reporting obligations. Each party understands and agrees to the other party's compliance with any such reporting obligations.

4.2.10 **Parties may terminate upon breach**. Either party may terminate this Agreement with immediate effect upon a material breach by the other party.

4.2.11 **Dispute resolution and applicable law**. The parties shall use reasonable efforts to settle all matters in dispute amicably. Where settlement is not possible, disputes will be subject to the jurisdiction of the courts of Copenhagen, Denmark. The laws of Denmark will apply to all disputed matters, to the exclusion of any rule that would refer the subject matter to another forum.

4.2.12 **Parties' internal approvals**. Each party states that the sponsorship and this Agreement have been approved by an authorized person according to the organization's standard procedures.

4.2.13 **Data consent**. Recipient agrees to Abacus collecting, processing and/or using any personal data in order to comply with its obligations to report to the responsible authorities and/or disclose the mandatory details if required by applicable law.

4.2.14 **Assignment**. The Recipient shall not be entitled to assign, transfer or convey this Agreement or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Abacus. Any purported assignment or transfer by the Recipient in violation of this section shall be void.

5. ATTACHMENTS

5.1 The following attachments are a part of this Agreement:

- Attachment A: Recipient's request for support (application form, letter or email), with detailed program plan, timeline and budget.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement.

ABACUS MEDICINE A/S

By:

Name: Alexander Iversen

Title: VP Commercial Operations

Sjældne Diagnoser

By:

Name:

Title:

ABACUS MEDICINE

Attachment A

Recipient's request for support, program and budget