

# SPONSORSHIP AGREEMENT

**Alexion Pharma GmbH**, a limited liability company established under the laws of Switzerland, with offices at Neuhofstrasse 34, 6340 Baar, Switzerland,

Hereinafter referred to as “Alexion”, and

**Sjældne Diagnoser**, Blekinge Boulevard 2, 2630 Taastrup, Denmark

Alexion and the Organization may hereinafter be referred to as a “Party” or jointly as “the Parties”.

## **PARTIES HEREBY AGREE AS FOLLOWS:**

### **Article 1 – Sponsorship and benefits**

#### **1.1 Sponsorship**

a) Alexion will be a sponsor of the Rare Disease Day 2024 Activities of Sjældne Diagnoser. Alexion has no influence on the content of the Event. The activities include e.g. social media campaign, newsletter and awareness communication on website, a public event at the parliamentarian building in Copenhagen including meetings with members of the Parliament, possibly the Minister of Health and other central politicians, and other semi-public events around Copenhagen.

b) Alexion will receive the following **Benefits** at the Event:

- Alexion to be mentioned by name and linked on Sjældne Diagnoser's website for the Rare Disease Day and on the program for the joint event.
- Alexion is invited to participate in the Sjældne-dagens activities.
- Sjældne Diagnoser shares visual elements, such as banners for email signatures and visual backgrounds for online meetings (teams/Zoom), which can be used by Alexion.

This Agreement will be effective only if signed prior to the Event.

1.2 **Changes to Benefits** – In case of any changes to the benefits, Organization will inform Alexion in writing of such changes without undue delay. The Parties will then agree on a substitute for the benefits changed or an appropriate reduction of the sponsorship Fee.

1.3 **Insufficient Benefits** – If some benefits are not or insufficiently provided, Organization will pay back a part of the sponsorship Fee adequately reflecting the benefits not or insufficiently being provided.

### **Article 2 – Fee**

2.1 **Fees** – The Organization will be paid the sponsorship fee in the amount of **5,000 EUR** (the “Fee”). The Organization shall receive no other payment or reimbursement for or in connection with the benefits described above. Any unused part of the Fee will be returned to Alexion.

2.2 **Payment of Fee** – The payments made by wire transfer will be transferred to the Organization's bank account as follows:

Bank Name:	Arbejdernes Landsbank
Account No:	5333 0244622
Swift Code:	ALBADKKK
IBAN:	DK7853330000244622

Alexion shall pay all undisputed invoices within thirty (30) days after receipt of an undisputed invoice for services delivered under this Agreement and supporting documents. With the payment of the Fee, all of Alexion's obligations for the Benefits received in connection with the Event are settled. The Organization will not be entitled to make any further claims for compensation or costs. In case of sponsorship of a series of events, the Organization will issue separate invoices for each event in the series.

- 2.3 **Value added tax** – All amounts payable under this Agreement are exclusive of value added tax or any similar tax ("VAT"). If applicable, the Organization shall be entitled to charge VAT at the appropriate rate on any fees payable to the Organization under this Agreement which are, or which become, subject to VAT. If such fees are subject to VAT, VAT rates and conditions of payment are determined by the Organization under its own responsibility.

#### **Article 3 – Use of logos**

Except as for the purpose of acknowledging Alexion's role as a sponsor or as indicated in or related to the benefits and services listed above, Organization will not use the Alexion name nor any trademark or other distinctive signs belonging to the Alexion group in any statements or public announcements without Alexion's prior written consent.

#### **Article 4 – Transparency and Disclosure**

If required by applicable law or Industry Code Alexion will publicly declare all payments and transfers of value made to Organization under this Agreement and **by signing this Agreement the Organization agrees that Alexion will publicly declare details of such payments and transfers made under this Agreement, as well as the Organization's name and address.**

#### **Article 5 – Liability**

The Organization will indemnify and hold harmless Alexion against any liabilities and damages resulting from the non-delivery of the benefits and/or services by the Organization or their late delivery and the gross negligence, wilful misconduct, or breach of statutory duty or provisions of this Agreement by the Organization.

#### **Article 6 – Term, Termination**

This Agreement shall be effective from the day of the last signature (the "Effective Date") until the Event took place, unless the Agreement is terminated.

This Agreement may be terminated by Alexion upon ten (10) days written notice at any time. In the event of such termination, and notwithstanding any other provision in this Agreement, fees will be paid by the Alexion only for work or Services completed prior to the termination date.

In addition, Alexion may terminate this Agreement immediately upon written notice to Organization of a material breach of this Agreement by Organization or any Organization Personnel which is not cured to the reasonable satisfaction of Alexion within fourteen (14) days of Organization's receipt of a notice describing the breach.

#### **Article 7 – Anti Bribery**

In acknowledgement of the fact that Alexion is a subsidiary of a US public company, the Organization represents and warrants that it (i) is aware of the terms of the US Foreign Corrupt Practices Act ("FCPA") and other applicable laws against bribery and corruption, (ii) is not an employee, officer or agent of a government at any level, (iii) has never been subject to any disciplinary action relating to fraud or corruption by any governmental or regulatory authority, and (iv) has never been the subject of litigation involving allegations of fraud or corruption. The Organization also agrees that in performing this Agreement the Organization and its agents and employees will refrain from any violation of the FCPA or other applicable anti-corruption laws. The Organization agrees not to pay money or provide any other thing of value to any person in violation of the FCPA or any other anti-bribery statute or regulation.

The parties confirm that the conclusion of this agreement will not affect any sales transactions, in particular procurement procedures / price arrangements, or the prescription behavior of the medical facility and there are no expectations whatsoever.

### **Article 8 – Confidentiality**

- 8.1 During performance of the services the Organization may obtain or become aware of certain information confidential to Alexion. This confidential information may include, inter alia, technical, clinical, manufacturing and commercial procedures, policies, plans and results (“Confidential Information”). The Organization agrees (i) to use Confidential Information exclusively for the purposes of this Agreement; (ii) not to disclose such Confidential Information to any third party without Alexion's prior written consent, and (iii) that the Confidential Information will remain the sole and exclusive property of Alexion. In any circumstance, the Organization will be liable for any breach of this obligation of confidentiality, committed by any employee of the Organization, any company controlled directly or indirectly by the Organization and/or by any external company linked to the Organization.
- 8.2 The obligations of confidentiality does not apply to:
- a. Confidential Information which is in the public domain at the time of disclosure hereunder or which subsequently comes within the public domain through no fault of or action by the Receiving Party; and
  - b. Confidential Information which is in the possession of the Organization at the time of disclosure by Alexion, as evidenced by the Organization’s prior written records; and
  - c. Confidential Information which is obtained, after the date hereof, by the Organization from any third party that is lawfully in possession of such Confidential Information; and
  - d. Confidential Information that is developed, after the date hereof, by the Organization without the aid, application or use of Confidential Information provided by Alexion, in each such case as evidenced by written records. After termination or expiry of this Agreement, the Organization shall return to Alexion any and all written documents and samples of any materials provided by Alexion, except that the Organization may retain one copy for its Legal Division for record keeping purposes only.
  - e. Confidential Information which is ordered to be disclosed by a court or authority of competent jurisdiction
- 8.3 All obligations set forth in this Article shall survive for a period of ten (10) years per each piece of relevant information disclosed, from the time of disclosure of this information

### **Article 9 – Data Protection**

- 9.1 As used herein, the term ‘Personal Data’ and ‘Sensitive Personal Data’ shall have the meanings given to them in the General Data Protection Regulation 2016/679 (collectively, with any applicable Member State data protection laws, regulations and secondary legislation, in each case as amended from time to time, the “EU Data Protection Laws”); with the Swiss Federal **Act on Data Protection (FADP)**, or any applicable legislation.
- 9.2 As of the Effective Date, the Parties anticipate that the Personal Data disclosed to each other in connection with this Agreement will consist solely of the names and business contact details of their respective personnel who are involved in the performance or administration of this Agreement. In the use, collection or processing of Personal Data, each Party agrees to comply with the EU Data Protection Laws; with the Swiss Federal **Act on Data Protection (FADP)**, or any applicable legislation.
- 9.3 If a Party proposes any transfer or other sharing of Personal Data in connection with this Agreement besides the Personal Data described in subclause 9.2, the Parties shall use good-

faith efforts (prior to such transfer or other sharing) to determine and document the Parties' respective roles as a data controller, joint data controller, or data processor with respect to such Personal Data, in order to identify and facilitate compliance with their respective obligations under the EU Data Protection Laws; with the Swiss Federal **Act on Data Protection** (FADP), or any applicable legislation.

- 9.4 Without limiting subclause 9.2, each Party agrees that it shall not, directly or indirectly, disclose Sensitive Personal Data to the other Party without the prior written consent of the other Party (in the receiving Party's sole discretion), following consultation regarding the necessity of such disclosure and agreement upon the protocols for processing the Sensitive Personal Data and to those set forth herein in order to meet the requirements of the EU Data Protection Laws; with the Swiss Federal **Act on Data Protection** (FADP), or any applicable legislation with respect to the specific Sensitive Personal Data that is proposed to be disclosed in connection with this Agreement.
- 9.5 To the extent that Organization will act as a data processor for Alexion (acting as the data controller), the Parties will enter into further contractual commitments as necessary to comply with Article 28 of the General Data Protection Regulation 2016/679 ("GDPR"), by an Addendum forming an integral part of the Agreement or with the Swiss Federal **Act on Data Protection** (FADP), or any applicable legislation.

#### **Article 10 – Governing Law**

This Agreement shall be governed by and construed exclusively in accordance with the laws of Switzerland, without reference to its choice of laws principles.

Agreed and accepted:

*Walter Atzori*

Walter Atzori (Jan 19, 2024 08:40 GMT+1)

Alexion Pharma GmbH

Name : Walter Atzori

Title : Head, Patient Advocacy International

Date: 19-Jan-2024

*Lene Jensen*

Sjaeldne Diagnoser

Name : Lene Jensen

Title: CEO

Date: 18-Jan-2024