

Collaboration Agreement

This collaboration agreement consists of the Special Terms, General Terms and the Appendices hereto (together the "**Agreement**").

SPECIAL TERMS

Party 1	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 "Sanofi")
Party 2	Sjældne Diagnoser , CVR-20514892, An «umbrella » PAG association consistent of a collaboration between of 5 small Danish PAG organisations. working for patients with rare diagnoses, - Bleking Boulevard 2, 2630 Taasttrup, Denmark (hereinafter the "Sjældne Diagnoser")

The parties are hereinafter referred by their names under brackets or to individually as the "**Party**" or collectively as the "**Parties**".

1. GENERAL INFORMATION

For the purpose of the Agreement the term "**Event**" shall mean:

Name of the Event	International Rare Disease Day 2023
Date(s) of the Event	February 28th 2023
Place of the Event	Digital SoMe platforms hosted by Sjældne Diagnoser
Agenda of the Event	Non-financial support to Sjældne Diagnoser - The support is material (digital posts) where content is follow up from patient stories/cases based on earlier stories printed in the UNIK magazines from 2019-2022. The aim of the material is for Sjældne Diagnoser to celebrate the Rare disease day 2023 (28.02.2023) and raise awareness to general public around Rare disease and patients. All materials have been created in a collaboration between party 1 & party 2. Timeframe of the project: From the date of signing the agreement (preparation of materials) until the date of the event (28.02.2023) when the materials will be used. Financial support: There is no direct financial support for this project. However, Sanofi will pay for the preparation of the material/digital posts amounting to DKK 61.800 (see exhibit B for budget).
Number of invitees	0
Other information about the Event	Parties agreed to the Event program and budget as outlined in Exhibits A and B of this Agreement

Parties' point of contact:

Party	Project manager Name & Position	Email	Phone N°
Sanofi	Lisbeth Bogh May, Franchise Lead, RD & RBD	Lisbethbogh.may@sanofi.com	+45 29203268
Sjældne Diagnoser	Lene Jensen, Director	lj@sjaldnediagnoser.dk	+45 33140010

2. DURATION OF THE AGREEMENT

Notwithstanding its signature date, the Agreement shall be effective from the "Effective Date" to the "End Date" mentioned below:

Effective Date: 28.02.23.

End Date: 28.02.23.

Any amendment to the Agreement shall be made in writing and signed by both Parties.

3. DESCRIPTION OF THE ACTIVITIES PERFORMED BY THE PARTIES

The Parties agree to perform the following activities under their own responsibilities (hereinafter the "Activity" or "Activities"):

Party	Activity Description
Sanofi	Sanofi will in collaboration with Sjældne Diagnoser & Molecule (the producing agency) create the Rare disease Day « post layout », be responsible for all content related expenses & payment in accordance with budget for the task. See Exhibit B at the end of the document.
Sjældne Diagnoser	Sjældne Diagnoser will be responsible for giving input to Molecule to the content and is responsible for posting the created content for Rare Disease Day at their hosting platforms and secure transparency of the collaboration on their homepage between Sanofi & Sjældne Diagnoser

4. BUDGET

All Meeting costs shall be divided equally by all Parties. The Parties are obliged to share a detailed list of respective expenses pertaining to the Event. The settlement between the Parties will take place within reasonable time after the conduction of the Event. By signing the Agreement each Party accepts payment of proportionate of the total cost, even if said Party at a later stage is prevented from participation.

Sanofi will be responsible for all financial transactions related to the Event and will after the Event ensure all Parties are invoiced equally the actual costs.

Each Party will bear their own costs associated with the Activity(ies) for which they are responsible and the Parties agree that the distribution of the cost of the Activity(ies) among them is made on a fair and balanced basis.

An overview of the total estimated budget is included in Exhibit B

5. SIGNATURE

***IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on their behalf, as of the Effective date. In the event that the Parties execute this Agreement by exchange of electronically signed copies, the Parties agree that, upon being signed by all Parties, this Agreement will become binding and that paper copies of electronic files if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.*

Party	Representative Name & Position	Signature Date	Signature
Sanofi	Lisbeth Bogh May, Franchise Lead		
Sjældne Diagnostiser	Lene Jensen, Director	07-Feb-2023	<i>Lene Jensen</i>

GENERAL TERMS

These General Terms sets out the rules and compliance standards to be applied with regards to the collaboration activities by the Parties for the Event. The Parties therefore agree as follows:

1. Principle of the collaboration.

The Parties agrees to perform the Activities described in the Special Terms in order to organize the Event. The Activities to be performed by each Party and the related financial conditions are described in the Special Terms of this Agreement. Each Party shall perform its obligations under this Agreement in good faith and in accordance with (i) the Agreement, (ii) the laws, (iii) regulations and (iii) codes of practice applicable to the Parties for the purposes of the Event.

Each Party warrants that it has the appropriate human, material and financial resources and that it will allocate such resources to perform its Activities in accordance with the agreed timelines.

In this regard, the Parties confirm that the Event has a professional content and include pharmaceutical information or other professional relevant information, which is relevant to the expected attendees of the Event.

2. Exhibition booth and advertising.

The Parties will be able to present their promotional materials at their respective exhibition booths. Each Party will be solely and independently responsible for their respective presentations and all product related material that will be shared during the Event and that the presentations and materials will be in compliance with all applicable local laws, regulations and industry codes that govern the pharmaceutical and/or medical devices business. The Parties agree that any product related questions related to other Party's product will be directly forwarded to the other Party.

Each Party undertakes to inform the other Parties of any communication (e.g. media request) or publication, written or oral, about the Event before its communication/publication date so that the other Parties may communicate its eventual comments.

3. Publication

No publication or communication on the collaboration activities under this Agreement in any public instance will be made by either Party without the other's Party prior written consent. In case a Party intends to make any such publication or communication, it shall submit the draft of the publication or communication to the other Party for written approval.

Both Parties agree to submit to one another all proposed advertising and other promotional materials relating to their collaboration, in which either Party's name is mentioned or language is used from which the connection with that Party can be inferred. Both Parties agree not to publish or use such advertising or promotional materials without the prior written consent of the other Party.

Notwithstanding anything to the contrary, the Parties agree to strive for transparency regarding the collaboration under this Agreement to the extent required by applicable laws and as described in section 5 below.

4. Intellectual property

All data, documents, reports, and other results (collectively the "Results"), which are

created, developed or delivered by the Parties under this Agreement, shall become the property of all Parties. All Parties shall have the right to copy, distribute, publish, translate and use the Results, in such a way as the Party deems fit. Each Party shall remain the owner of all patents, copyright and related rights, trademarks, logos, trade names, rights in design and any other intellectual property rights, in each case whether registered or unregistered, hereinafter referred to as "Intellectual Property Rights", which are held by that Party before the execution of this Agreement, or which are acquired or generated thereafter by that Party independently from this Agreement.

The Parties confirm and acknowledge that all Intellectual Property Rights related to any information, documentation or other material supplied by one Party to the other for the purpose of the collaboration activities under this Agreement, shall remain the exclusive property of the Party that provided these and that the receiving Party shall not acquire any rights or interests in such information, documentation or other material, including any developments or variations thereof.

5. Transparency.

In the interest of transparency relating to the Parties' financial relationships with patient organizations, healthcare organizations, associations and institutions, and in accordance with the law, regulations and code of practice applicable to the pharmaceutical industry, each Party will collect, process and publicly disclose on their website, and/or, where applicable communicate to relevant authorities/institutions, any transfers of value (direct and indirect) to such parties, under this Agreement and/or any related information or document associated with this Agreement.

In any communication related to the Event, the Parties shall ensure that it is clear who are the sponsors of the Events.

In the interest of transparency and in accordance with applicable law, regulation and/or codes of practice, pharma companies' financial relationships with patient organizations, healthcare organisations, associations, other relevant decision makers and healthcare professionals, it may be required to document and publicly disclose to relevant authorities/institutions, the transfers of value (direct and indirect), under this Agreement and/or any related information or document associated with this Agreement. Parties agree to comply with any and all applicable disclosure requirements regarding their relationship, including any payments made.

In any communication related to the Event, the Parties shall ensure that it is clear who are the sponsors of the Events.

6. Data Privacy.

If applicable, Parties will process personal data collected in the course of the Agreement in accordance with applicable data protection laws and in particular the standards required by the European Union. The Party(ies) responsible for processing personal data will ensure that the personal data collected shall not be used for any other objectives.

To the extent required, the Parties shall, with respect to their own files containing Personal Data:

- complete the required formalities with the relevant regulator(s) where applicable;
- inform individuals whose personal data are collected of their rights;
- ensure that only their employees involved in the Event will have access to the Personal Data,

- take all measures necessary to preserve the security and confidentiality of personal data to prevent the Personal Data from being distorted, damaged or accessed by unauthorized third parties.

7. Anti-bribery.

The Parties agree that the arrangements set out in this Agreement do not take effect and are not intended to take effect as an incentive or reward for a person's past, present or future willingness to prescribe, administer, recommend (including formal recommendations), purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by one of the Parties or as an incentive to grant an interview for any sales or marketing purposes. Each Party warrants to the others, that it will comply with the requirements of all applicable anti-bribery regulations, codes and/or sanctions, both national and foreign, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act and the OECD Convention dated 17th December 1997 (the "**Anti-Bribery Laws**") and; therefore that it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) a Party by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Each Party will immediately notify the other if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time.

The Parties shall keep detailed and up to date books of the account and records of all acts and payments made by it in relation to this Agreement for a minimum period of seven (7) years and make them available to the other Parties for inspection. Each Party will ensure that such books of account and records are sufficient to enable verification of their compliance with this section of the Agreement.

Breach by a Party of the terms of this section will be deemed a material breach of this Agreement and any other Party may immediately terminate this Agreement at any time by giving notice in writing to the Party at Breach with immediate effect and without any opportunity to allow the Party at breach to remedy such breach.

8. Confidentiality & Competition.

The Parties are obliged to maintain full confidentiality concerning any matter relating to the other Parties' business that they can access in connection with the Event. This duty of confidentiality continues after termination and is not time-limited.

The provisions of the Agreement shall only be applicable among the Parties in connection with the Agreement and shall not be extended to any other commercial or financial operations of the Parties. For the avoidance of doubt, the Parties will not share any competitive sensitive information.

9. Force Majeure.

Neither Party shall be liable to the other for any failure to fulfill its obligations under the Agreement to the extent that such failure is attributable to an event beyond its control, provided however that the event (i) (could not be foreseen); and (ii) it is impossible to find another solution, hereinafter the "**Force Majeure**".

The Party suffering from a Force Majeure shall promptly notify the other Parties, by registered letter with acknowledgement of receipt, and all the Parties will endeavor in good faith to overcome such difficulties.

If after a period twenty one (21) days the Force Majeure persists, each Party may terminate the Agreement by registered letter sent to the other Parties. Termination will become effective on the date of first presentation of the registered letter.

Each Party shall use its best efforts to anticipate and mitigate the effect of Force Majeure.

10. Termination.

If a Party commits a breach of the Agreement, each of the other Parties can immediately terminate the Agreement with effect for the Party that breaks the Agreement. The remaining Parties will then continue the cooperation without the Party in breach of the Agreement. The Party that breaks the Agreement, or for any reason decides to pull out from the collaboration, shall pay its share of the total costs pertaining to the Event or where applicable reimburse the Activities that it should have performed, as stated in the Special Conditions.

11. Miscellaneous.

The Agreement cancels and supersedes any and all prior agreements among the Parties. The Agreement can be modified only by signed amendment. Nothing in the Agreement shall constitute the Parties as partners, employees, or joint-venturers. No waiver of any provision of this Agreement by a Party shall be deemed to have been made unless expressly in writing and signed by all the Parties.

12. Law and Jurisdiction.

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.

Exhibit A

Rare Disease Day 2023 – Digital Activity with posts on SoMe platforms

Description: Sanofi ønsker at støtte Sjældne Diagnoser med indhold op til og omkring Sjældnedagen 2023. Budgettet er for interview med 4 cases fra tidligere UNIK magasiner for at høre, hvordan det går dem i dag. Interviewene er baggrund for indhold til SoMe posts, som Sjældne Diagnoser kan dele på deres Facebook med link til de gamle artikler i UNIK.

Please, refer to the attachment at the end of this document for a more detailed overview.

Exhibit B

Please, see the attachment at the end of this document for the full offer.

Indsamling af 4x casestatus

Interview med 4 cases fra tidligere magasiner for at høre, hvordan det går dem i dag.
Interviewene er baggrund for indhold til SoMe posts.

Afstemme forventninger og ønsker med Sjældne Diagnoser

Udvælge i alt 8 cases i prioriteret liste

Maile de første 4 cases om kort telefoninterview, ved afbud sendes mail til de næste på den prioriterede liste

Udarbejde spørgeramme for generisk interview

Telefoninterview 4 cases

Indhente selfies fra cases inkl. billedoptimering

Indhente samtykke fra cases til deling af historie og billede på SoMe

Projektledelse og løbende status

47.400

Contentpakke til Sjældne Diagnoser

Skrive bud på copy for 4 cases

Sende copy og selfies til SD sammen med samtykke om brug

Løbende opfølgning og sparring med SD ift de fire cases

14.400

I alt ekskl. moms, DKK 61.800



MOLECULE

WE DO LIFE SCIENCE

Sanofi A/S
Vibenshuset
Lyngbyvej 2
2100 København Ø
Denmark

Ordrebekræftelse

Jobnr.: 21425
Dato: 9. december 2022
Fra: Maria Alstrup Udsen

Job 21425 - UNIK 2023 og Sjældne Diagnoser

Sanofi ønsker at støtte Sjældne Diagnoser med indhold op til og omkring Sjældnedagen 2023. Budgettet er for interview med 4 cases fra tidligere UNIK magasiner for at høre, hvordan det går dem i dag. Interviewene er baggrund for indhold til SoMe posts, som Sjældne Diagnoser kan dele på deres Facebook med link til de gamle artikler i UNIK.

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Interview med 4 cases fra tidligere magasiner for at høre, hvordan det går dem i dag.
Interviewene er baggrund for indhold til SoMe posts.

Afstemme forventninger og ønsker med Sjældne Diagnoser	47.400
Udvælge i alt 8 cases i prioriteret liste	
Maile de første 4 cases om kort telefoninterview, ved afbud sendes mail til de næste på den prioriterede liste	
Udarbejde spørgeramme for generisk interview	
Telefoninterview 4 cases	
Indhente selfies fra cases inkl. billedoptimering	
Indhente samtykke fra cases til deling af historie og billede på SoMe	
Projektledelse og løbende status	

Contentpakke til Sjældne Diagnoser

Skrive bud på copy for 4 cases	14.400
Sende copy og selfies til SD sammen med samtykke om brug	
Løbende opfølgning og sparring med SD ift de fire cases	

I alt ekskl. moms, DKK	61.800
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Venligst noter job 21425 på PO.

Venlig hilsen



MOLECULE
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Sanofi A/S
Vibenshuset
Lyngbyvej 2
2100 København Ø
Denmark

Ordrebekræftelse

Jobnr.: 21425
Dato: 9. december 2022
Fra: Maria Alstrup Udsen

Maria Alstrup Udsen
Molecule Consultancy