



Grant/Donation Agreement

Takeda provides financial support to organisations for purposes aligned with its mission. This Grant/Donation Agreement (the **Agreement**) sets out the terms and conditions under which Takeda makes a contribution to the Organisation as described below (for the sake of clarity the Key Terms set out below form part of this Agreement). Takeda and the Organisation are hereafter jointly referred to as **Parties** and individually as **Party**. By signing below, the Parties agree to the following terms of this Agreement.

Parties and Execution



Takeda

Legal name: Takeda Pharma A/S
(Takeda, data controller)

Country of registration: Denmark

Company number: 16406899

Registered address: Delta Park 45, 2665
Vallensbæk Strand, Denmark

Other (optional): [Insert other information of applicable]



Organisation

Legal name: Sjældne Diagnoser
(Organisation)

Country of registration: Denmark

Registration number (optional): 20514892

Registered address: Blekinge Boulevard 2, 2630
Taastrup

Other (optional): [Insert other information of applicable]



Signatures

Signed by and on behalf of **Takeda**

Signature:  DocuSigned by:
A0C9674731494D8...

Name: Louise Herbild

Title: Head of Patient, Value & Access

Place: Takeda Pharma A/S

Date: 14-Aug-2024 | 10:31 CEST

Signature:  DocuSigned by:
Charlotte Engel Møller
A5A7384FCBBE466...

Name: Charlotte Engel Møller

Title: Medical Compliance & Tender
Manager

Place: Takeda Pharma A/S

Date: 19-Aug-2024 | 14:40 CEST

Signed by and on behalf of the **Organisation**

Signature:  Signed by:
9AEAFB0061E246C...

Name: Lene Jensen

Title: Head of Secretariat of Sjældne Diagnoser

Place: Sjældne Diagnoser, Blekinge Boulevard 2,
2630 Taastrup

Date: 14-Aug-2024 | 18:13 JST



Key Terms

Agreement details

Effective date

- Date of last signature by the Parties
- [Insert other specific date]*

End date

[Insert date]

Pharmacovigilance email address

AE.DNK@takeda.com

Governing law

Denmark

Jurisdiction

Glostrup

Grant/Donation details

Purpose

[Describe in details for which purpose/ activity the contribution will be used by the Organisation: charity, humanitarian aid, any specific date/venue/type of the project, etc]

Takeda Pharma will support the patient organisation “Sjældne Diagnoser”, with a grant of **50.000 DKK**, to support the “Premium Customer Survey” project “Guldkundeundersøgelsen”, regarding patients living with rare diseases and abilities, in 2024/2025. The survey aims to provide tangible data and new knowledge regarding life with rare diseases, especially regarding interactions with the healthcare system and necessary social support.

Contribution

50.000 DKK (Fifty-thousand Danish Kroner) (Tax excluded)

Payment terms

Takeda will pay all invoices via bank transfer to the bank account provided to Takeda within 45 days of Takeda receiving the invoice. Invoice(s) can be sent on:

- Upon signature of the agreement
- [Please insert as relevant. E.g., Upon completion of a specific activity]*



Main terms

1. Scope and payment of the contribution

- 1.1 **Use of the Contribution.** The Organisation shall use the Contribution exclusively for the purpose as further detailed in Key Terms above (the “**Purpose**”). The Organisation shall use the Contribution using care and diligence, and in compliance with applicable laws, regulations, codes, and guidelines (including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent or similar applicable national codes) (the **Applicable Laws**). Without prejudice to the generality of the foregoing, the Organisation shall not use the Contribution for the provision of any hospitality, entertainment and/or leisure time programmes and/or subsistence to any healthcare professionals, appropriate administrative staff and/or members and appropriate staff of the Organisation unless and to the extent permitted by Applicable laws.
- 1.2 **Payment.** Takeda will provide the Contribution in accordance with the Payment Terms set out in the Key Terms. Any request of payment must include details as specified by Takeda including Takeda’s tax number as well as information related to the engagement (including the purchase order number and Takeda’s contact person for such engagement). The Organisation represents and warrants that the bank account provided belongs to the Organisation’s legal entity and not to any individual.

2. Organisation obligations

- 2.1 **Reporting.** Upon Takeda’s request or as agreed upon by the Parties, the Organisation shall provide to Takeda a brief report on the activities carried out by or on behalf of the Organisation in relation to which the Contribution has been used. Such report shall be provided to Takeda by email, or in such other format as Takeda may specify.
- 2.2 **Books and Records.** The Organisation shall maintain accurate books and records of all expenditure made and costs incurred for the Purpose. Upon Takeda’s request and at any time during the term of this Agreement and during the period of 1 year following expiry or termination of this Agreement, the Organisation shall provide the evidence that the Organisation has used the Contribution for the costs incurred for the Purpose.

3. Representations and warranties

- 3.1 **Organisation’s warranties.** Organisation represents and warrants to Takeda that:
- (Where applicable, where the Contribution is of a charitable nature) it is legally recognised as charitable in the country in which the Contribution is provided and is legally authorised to accept financial support,
 - The terms of this Agreement do not conflict with or violate the terms of any policies or procedures of the Organisation or any other contractual or legal obligations the Organisation may have,
 - None of the Purpose will infringe any patent, copyright, trade secret or other proprietary right of any third party.

4. Transparency

- 4.1 **Disclosure of transfers of value.** Takeda will ensure transparency of any transfer of values made to the Organisation in accordance with the Applicable Laws. The Organisation agrees to this disclosure, as the case may be, on Takeda’s website or on any other relevant website based on local practice.

5. Anti-bribery and independence

- 5.1 **Anti-bribery compliance.** The Parties undertake to comply with any applicable anti-bribery regulations and codes related to anti-bribery and corruption (the “**Anti-Bribery Laws**”), the Organisation is prohibited from offering or paying directly or indirectly anything of value to a government official or any person, entity or



institution covered under the Anti-Bribery Laws in order to: (a) win or retain business for Takeda, (b) improperly influence an act or decision that will benefit Takeda, or (c) gain an improper advantage for Takeda.

- 5.2 **No Inducement or Influence.** The Parties acknowledge and agree that this Agreement is concluded independently from any business transactions and decisions in relation to the supply or purchase of goods or services from Takeda or its affiliates, and that the Contribution does not in any way: (a) constitute any inducement to, or reward for, recommending or taking any decisions favourable to any products or services of Takeda or its affiliates; or (b) have any influence on the content of any materials authored by or on behalf of the Organisation.
- 5.3 **Other donors.** Takeda has not, and the Organisation acknowledges and confirms that Takeda has not, in any way requested or required that it be the exclusive donor of the Organisation or any of its programmes or activities.

6. Liability and indemnification

- 6.1 **Liability.** The Organisation shall be solely responsible and liable for all activities in relation to the use of the Contribution.
- 6.2 **Indemnification.** The Organisation shall fully indemnify, defend, and hold harmless Takeda, its affiliates and their respective personnel from and against any and all liability, losses, claims, actions, proceedings, injuries, demands, fees, penalties, judgments, fines, damages, costs and/or expenses (including reasonable attorneys' fees and costs) sustained or incurred by Takeda and/or its affiliates arising as a result of:
- Any breach of this Agreement by the Organisation, and
 - Any third-party claim brought against Takeda and/or its affiliates in relation to any activities in relation to which Organisation uses the Contribution.

7. Intellectual property, data privacy and external communications

- 7.1 **General.** All information, data and intellectual property rights owned by each Party prior to this Agreement shall remain the property of that Party.
- 7.2 **Personal data.** The Parties shall each comply with their respective obligations under all Applicable Laws in relation to data protection, privacy, interception and monitoring of communications, or requirements relating to the processing of Personal Data of any kind (**Data Protection Laws**) in connection with the subject matter of this Agreement. Both Parties shall implement reasonable technical and organisational security measures to protect data from loss, misuse, unauthorised access, disclosure, alteration, or destruction. The Party receiving any information relating to an identified or identifiable natural person (**Personal Data**) from the other Party shall not retain or process Personal Data for longer than necessary to fulfil the agreed purpose connected with this Agreement. The Organisation must not transfer personal data received from Takeda outside the UK, EEA, or Switzerland unless (i) it is to a country with adequate protection per Data Protection Laws, (ii) appropriate safeguards or binding corporate rules are in place, (iii) the Organisation complies with Data Protection Laws by ensuring adequate data protection, or (iv) a specific derogation in Data Protection Laws applies. Each party shall assist the other in complying with all applicable requirements of Data Protection Laws. In particular, each party shall (i) promptly inform the other party about the receipt of any data subject rights request in connection with this Agreement, providing the other party with reasonable assistance in complying with any data subject rights request; and (ii) notify the other party without undue delay on becoming aware of any breach of the Data Protection Laws in connection with this Agreement.

Takeda may collect personal data relating to the Organisation's employees, including but not limited to, their last name, first name, job title, professional phone number, business postal and email addresses, information on their education, qualifications, and data specific to a particular project. Takeda may process this personal data for the purpose of managing, maintaining, and enhancing relationships and communication with the



Organisation, as well as administering compensation, where applicable. This processing is based on Takeda's legitimate interest in overseeing the performance of this Agreement, ensuring compliance with applicable laws, regulations, and contractual obligations, and committing to transparency. In instances involving compensation, Takeda may process personal data as it is necessary for the performance of a contract.

Access to the Organisation's employees' personal data is limited to Takeda's authorized personnel and selected third parties (e.g., IT maintenance providers). In this context, data may be transferred to countries outside the European Union. In the event that these countries do not possess an adequate level of protection concerning personal data protection, Takeda will diligently implement appropriate safeguards to ensure the security and confidentiality of the data, such as the utilization of Standard Contractual Clauses.

Takeda will retain the data for the duration of the contract and archive it in accordance with applicable legal and regulatory provisions. Organisation employees have the right to request access, rectification, deletion of their personal data, restrict its use, or object to processing for reasons related to their personal situation. To exercise these rights or for questions regarding data privacy, contact Takeda's Data Protection Officer at privacyoffice@takeda.com. If employees have a complaint about their personal data processing, they may contact their country's Data Protection Supervisory Authority.

The Organisation commits to and is responsible for informing employees about Takeda's data processing and communicating the information outlined in this section. Whenever the Organisation shares with Takeda Personal Data not related to Organisation's employees, it shall ensure that it has provided the relevant data subjects with all necessary information about how their personal data will be processed by Takeda, including by providing them with a copy of Takeda's privacy notice, which is available at <https://www.takeda.com/privacy-notice>.

- 7.3 **Use of Parties' logo and name.** Any external communication (e.g., press release), communication on social media (e.g., social media post), and use of one-Party's logo or name by the other Party shall comply with Applicable Laws and requires prior approval of the other Party.

8. Confidentiality

- 8.1 **General.** The Organisation agrees to keep all information, received from Takeda under this Agreement confidential. This obligation shall survive the termination or expiration of this Agreement for a period of 5 years.
- 8.2 **Exceptions.** The obligations set forth herein shall not apply to information which is:
- Needed for the Purpose of the Agreement,
 - Agreed to be disclosed by the Parties,
 - In the public domain, and
 - Required to be disclosed by law or by a court of competent jurisdictions.

9. Term and termination

- 9.1 **Term.** This Agreement shall take effect on the Effective Date and shall remain in effect until the End Date, unless earlier terminated as permitted herein.
- 9.2 **Termination and refund.** Either Party may terminate this Agreement:
- For any reason upon 30 days' prior written notice without any liability, compensation and or indemnity to the other Party. In such case, the unused portion of the Contribution shall be refunded to Takeda.
 - With immediate effect for a material breach of this Agreement including, without limitation, breach of Applicable Laws, by giving written notice to the other Party. In event of such termination by Takeda, the Organisation shall return to Takeda the Contribution in full.



10. Other important terms

- 10.1 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with regard to all matters herein.
- 10.2 **Pharmacovigilance.** As part of Takeda's corporate and regulatory responsibilities and to help ensure patient safety, Takeda collects safety information on Takeda products from various sources. Should the Organisation receive safety information related to a Takeda product during the engagement, the Organisation hereby agrees to immediately upon receipt of such safety information to forward such safety information to their Takeda contact or to the pharmacovigilance email address mentioned in the Key Terms (**Pharmacovigilance Email Address**).
- 10.3 **Modifications and Amendments.** No amendment of any of the provisions of this Agreement shall be effective unless in writing and signed by both Parties.
- 10.4 **Assignment.** The Organisation shall not assign or sub-contract this Agreement without the prior written consent of Takeda.
- 10.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the Governing Law and any dispute related to this Agreement shall be settled exclusively by the courts of the Jurisdiction (see Key Terms).
- 10.6 **Electronic signature.** The Parties agree that the Agreement may be signed electronically and acknowledge that it has the same probative value as a paper writing, in accordance with Applicable Laws.



Exhibit 1: Local Country Exhibit

In the event of any conflict or inconsistency between the main terms of this Agreement and this Local Country Exhibit, the terms of this Local Country Exhibit shall prevail.

Applicable Laws include – but are not limited to – all relevant national laws, regulations, guidelines as well as industry codes including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent, or similar national codes such as the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (the “Promotion Code”), the Danish Ethical Rules for Collaboration between Patient Groups, etc. and the Pharmaceutical Industry (the “Patient Organisation Code”), Ethical rules for the pharmaceutical industry’s donations and grants (the “Donation code”) and any other ENLI codes as applicable.



Mandatory information.

1. If the recipient of this Grant or Donation is a Patient Organization, the following information need to be filled in:

Name of the project	Premium Customer Survey (“Guldkundeundersøgelse”)
Types of projects	Survey
Roles of the parties in the project	Sjældne Diagnoser will conduct a national survey to gain insights of people living with rare diseases
Scope and content of non-financial support.	

Disclosure of transfers of value.

If Organization is a Patient Organisation, this one must publish the Contribution received from Takeda (inclusive the amount) on their homepage no later than one month after receipt of the Contribution and keep the information on their website for at least two years.