



Sponsorship Agreement

This Sponsorship Agreement (**Agreement**) sets out the terms and conditions on which Takeda will provide financial support for the Organisation's activities 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):



Organisation

Legal name: Sjældne Diagnoser
(Organisation)

Country of registration: Denmark

Registration number (optional): 20514892

Registered address: Blekinge Boulevard 2, 2630 Taastrup, Denmark

Other (optional):



Signatures

Signed by and on behalf of **Takeda**

Signature: 
8A5A3D71178343C...

Name: Enor Cerimagic

Title: Head of Patient Value & Access

Place: Takeda Pharma A/S

Date: 17-Nov-2025 | 10:55 CET

Signature: 
A5A7384FCBBE466...

Name: Charlotte Engel Møller

Title: Medical Compliance Manager

Place: Takeda Pharma A/S

Date: 19-Nov-2025 | 10:22 CET

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

Signature: 
FF1BB44DBCCB4DC...

Name: Liselotte Wesley Andersen

Title: Chairperson

Place: Sjældne Diagnoser

Date: 17-nov-2025 | 15:07 CET



Key Terms

Agreement details

Effective date

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

End date

Upon completion of payment

Pharmacovigilance email address

AE.DNK@takeda.com

Governing law

Denmark

Jurisdiction

Glostrup

Sponsorship details

Sponsored activity

Event

Title: Rare Diseases Denmark – 40th Anniversary Event

Date: 7 November 2025

Venue/Location: Brogaarden, Abelonelundvej 40, 5500 Middelfart, Denmark

Other

[Insert description of the Sponsored Activity]

Description of Event: The event marks the 40th anniversary of Rare Diseases Denmark (Sjældne Diagnoser) and will take place in connection with the organisation's biannual Board of Representatives meeting. The program includes a seminar on the development of rare disease care in Denmark and Europe, followed by a dinner gathering. Takeda's support is limited to specific budget items, namely the meeting package and accommodation for participants.

Sponsorship benefit

Takeda will be listed among the sponsors in connection with the anniversary event and will receive visibility on event materials, in the official program, and during the event.

Contribution

DKK 5.225 (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. Contribution and sponsorship benefits

- 1.1 **Sponsorship.** Takeda agrees to provide the Contribution to the Organisation to support the Organisation's Sponsored Activity.
- 1.2 **Sponsorship Benefit(s).** In consideration for Takeda providing the Contribution, the Organisation shall provide to Takeda the Sponsorship Benefit(s).
- 1.3 **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 **Use of Contribution.** The Organisation will use the Contribution exclusively for the Sponsored Activity in compliance with the IFPMA and EFPIA codes (including but not limited to the EFPIA Code of Practice), any healthcare code applicable in the Jurisdiction and any corresponding, equivalent or similar national codes (**Applicable Laws**).
- 2.2 **Conduct of the Sponsored Activity.** The Organisation shall carry out the Sponsored Activity in a professional and ethical manner using all due skill, care and diligence, and in compliance with Applicable Laws.
- 2.3 **Reporting.** Upon Takeda's request or as agreed upon by the Parties, the Organisation shall provide to Takeda a brief report on the Sponsored Activity carried out by or on behalf of the Organisation. Such report shall be provided to Takeda by email, or in such other format as Takeda may specify.
- 2.4 **Approvals and Reporting under EFPIA Code of Practice.** Where applicable, the Organisation is responsible for obtaining clearance of the Sponsored Activity from the e4ethics platform as required by the EFPIA Code of Practice. The Organisation is responsible for the compliance of the Sponsored Activity with the EFPIA Code of Practice and shall timely inform Takeda on the status of the Sponsored Activity under the EFPIA Code of Practice (including any change in the status of the Sponsored Activity). For the sake of clarity, this obligation does not apply to patient organisations.
- 2.5 **Books and Records.** The Organisation shall maintain accurate books and records of all expenditure made, and costs incurred for the purposes of the Sponsored Activity. The Organisation shall make its records and books of account available for inspection by Takeda or, at Takeda's option, an independent professional advisor appointed by Takeda, at any time during the term of this Agreement and during the period of 1 year following expiry or termination of this Agreement, on reasonable notice and during normal business hours, for the purpose of verifying the purposes for which the Organisation has used the Contribution and the level of expenditure made and the costs incurred for the purposes of the Sponsored Activity.

3. Representations and warranties

- 3.1 The Organisation represents and warrants to Takeda that:



- a) The Organisation has all necessary rights to grant to Takeda the Sponsorship Benefit(s),
- b) 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, and
- c) None of the Sponsored Activity 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 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: (i) win or retain business for Takeda; (ii) improperly influence an act or decision that will benefit Takeda, or (iii) 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 Compensation does not in any way: (i) constitute any inducement to, or reward for, recommending or taking any decisions favourable to any products or services of Takeda or its affiliates; or (ii) have any influence on the content of any materials authored by or on behalf of the Organisation.
- 5.3 **Other sponsors.** Takeda has not, and the Organisation acknowledges and confirms that Takeda has not, in any way requested or required that it be the exclusive sponsor of the Organisation or any of its programmes or activities, including the Sponsored Activity.

6. Liability and indemnification

- 6.1 **Liability.** The Organisation shall be solely responsible and liable for all activities in relation to the Sponsored Activity and the use of the Contribution.
- 6.2 **Indemnification.** The Organisation shall indemnify, defend and hold Takeda and/or its affiliates harmless from any third-party liability, loss, claim, injury, damage or expense (including reasonable attorneys' fees and costs) sustained or incurred by Takeda and/or its affiliates arising as a result of:
 - a) Any breach of this Agreement by the Organisation,
 - b) Any negligent or wilful act or omission by the Organisation in the performance of the Sponsored Activity and/or provision of the Sponsorship Benefit(s), and
 - c) Any third-party claim brought against Takeda and/or its affiliates in relation to:
 - i. Any activities in relation to which the Organisation uses the Contribution, and/or
 - ii. The provision of the Sponsorship Benefit(s).

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 with 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 Takeda Materials.** During the term of this Agreement, Takeda may provide to the Organisation certain proprietary information, documents and materials of Takeda or its affiliates, including without limitation, trade names and logos (collectively **Takeda Material**). The Organisation agrees to use the Takeda Material only:
- For the purposes of undertaking the Sponsored Activity and providing the Sponsorship Benefit(s),
 - For transparency disclosure (if any), and
 - In the form supplied by or as otherwise agreed by the Parties in writing.

Takeda shall retain all rights, title and interest (including without limitation all intellectual property rights) in and to all Takeda Material.



- 7.4 **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 purposes of the Activity,
 - 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 case of material breach by the Organisation, the Contribution shall be refunded to Takeda in full, regardless of whether funds have already been spent for the Sponsored Activity.

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 while providing the Sponsored Activity, 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 disputes arising from it will be settled exclusively by the courts of the Jurisdiction (see Key Terms). In the event of any conflict or inconsistency between the main terms of this Agreement and the Local Country Exhibit in Exhibit 1 (if any), the terms of the Local Country Exhibit shall prevail.
- 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”) and any other ENLI codes as applicable.

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.

Certifikat for færdiggørelse

Kuvert-id: DE607DAF-ECE3-4559-BB43-93A475631D61

Status: Gennemført

Emne: Complete with Docusign: Sponsorship-Agreement (Sjældne Diagnoser)

Kildekuvert:

Dokumentsider: 7

Underskrifter: 3

Kuvertskaber:

Certifikatsider: 5

Initialer: 0

Majula Jallow

Autonavigation: Aktiveret

40 Landsdowne Street

Kuvertstempling: Aktiveret

Cambridge, MA 02139

Tidszone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

majula.jallow@takeda.com

IP-adresse: 91.100.157.60

Sporing af poster

Status: Original

Ihændeager: Majula Jallow

Sted: DocuSign

12-11-2025 09:40:56

majula.jallow@takeda.com

Hændelser for underskriver

Underskrift

Tidsstempel

Enor Cerimagic

enor.cerimagic@takeda.com

GI BUD

Takeda Pharmaceuticals - Default

Sikkerhedsniveau: E-mail, Kontogodkendelse (ingen)

DocuSigned by:

Enor Cerimagic

8A5A3D71178343C...

Sendt: 12-11-2025 10:26:53

Vist: 17-11-2025 10:55:14

Signeret: 17-11-2025 10:55:31

Vælg underskrift: Forudvalgt stil

Brug af IP-adresse: 147.161.155.72

Oplysninger om elektroniske poster og underskrifter:

Tilbydes ikke via Docusign

Liselotte Wesley Andersen

lwa@sjældnediagnoser.dk

Sikkerhedsniveau: E-mail, Kontogodkendelse (ingen)

Signed by:

Liselotte Wesley Andersen

FF1BB44DBCCB4DC...

Sendt: 17-11-2025 10:55:32

Vist: 17-11-2025 11:40:21

Signeret: 17-11-2025 15:07:39

Vælg underskrift: Forudvalgt stil

Brug af IP-adresse: 93.160.87.165

Oplysninger om elektroniske poster og underskrifter:

Accepteret: 17-11-2025 11:40:21

Id: 40b816c5-65d5-48c8-bdd6-859ca8553b63

Charlotte Engel Moeller

charlotte-engel.moller@takeda.com

Senior Coordinator

Takeda Pharmaceuticals - Default

Sikkerhedsniveau: E-mail, Kontogodkendelse (ingen), Log ind med SSO

Signed by:

Charlotte Engel Moeller

A5A7384FCBBE46B...

Sendt: 17-11-2025 15:07:41

Gensendt: 19-11-2025 07:54:30

Vist: 19-11-2025 10:17:13

Signeret: 19-11-2025 10:22:33

Vælg underskrift: Forudvalgt stil

Brug af IP-adresse: 165.225.194.201

Oplysninger om elektroniske poster og underskrifter:

Tilbydes ikke via Docusign

Hændelser for personlig underskriver

Underskrift

Tidsstempel

Hændelser for redaktørlevering

Status

Tidsstempel

Hændelser for agentlevering

Status

Tidsstempel

Hændelser for midlertidig levering

Status

Tidsstempel

Hændelser for certificeret levering

Status

Tidsstempel

Hændelser for kopi (cc:)

Status

Tidsstempel

Vidnehændelser	Underskrift	Tidsstempel
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Notarhændelser	Underskrift	Tidsstempel
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Hændelser for kuvertoversigt	Status	Tidsstempler
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Kuvert sendt	Med hash/krypteret	12-11-2025 10:26:53
Leveret certificeret	Sikkerhedskontrolleret	19-11-2025 10:17:13
Signering fuldført	Sikkerhedskontrolleret	19-11-2025 10:22:33
Gennemført	Sikkerhedskontrolleret	19-11-2025 10:22:33

Betalingshændelser	Status	Tidsstempler
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Oplysninger om elektroniske poster og underskrifter

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Takeda Pharmaceuticals - Platform (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Takeda Pharmaceuticals - Platform:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ad.ministrayter@mail.com

To advise Takeda Pharmaceuticals - Platform of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ad.ministrayter@mail.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Takeda Pharmaceuticals - Platform

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ad.ministrayter@mail.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Takeda Pharmaceuticals - Platform

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ad.ministrayter@mail.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Takeda Pharmaceuticals - Platform as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Takeda Pharmaceuticals - Platform during the course of your relationship with Takeda Pharmaceuticals - Platform.