



- 1.2 Lundbeck would like to make a donation to the Migræne & Hovedpineforeningen to enable the association to organise, plan and execute a political meeting around disease awareness at "Folkemødet på Bornholm".
- 1.3 The Parties agree that Lundbeck shall be designated as co-supporter of Receiver. Receiver will ensure full transparency about the support in accordance with the applicable regulations. Acknowledgement of the Donation shall be made, using Lundbeck's name and/or logo in accordance with Appendix 1.

2. FINANCIAL FUNDING

- 2.1 Lundbeck shall provide financial funding to Receiver to the amount of 18.500 DKK ("Donation"). The amount should be invoiced detailing which activities are covered by the Donation. Subject to the provisions set forth in Article 4 the Receiver agrees to use the Donation primarily for professional content.
- 2.2 The amount is exclusive of direct or indirect taxes and the total remuneration to be paid by Lundbeck under this Agreement cannot be increased by direct or indirect taxes or fees of any kind levied by governmental authorities or other local authorities. Such taxes include but are not limited to excise duties, sales tax, stamp duty and customs duty levied on imports.
- 2.3 The Donation shall be used solely for projects organised by the Migræne & Hovedpineforeningen
- 2.4 Receiver shall no later than June 1st 2022 provide Lundbeck with a list of activities and purchases which have been covered by the Donation

3. NON-FINANCIAL SUPPORT

- 3.1 Lundbeck shall not provide any significant non-financial support to Receiver.

4. OBLIGATIONS

- 4.1 Receiver is the sole owner of and is solely responsible for the execution of the activities to be performed as part hereof.
- 4.2 Receiver undertakes to comply with all applicable laws, regulatory requirements and guidelines in force from time to time. Such compliance shall be the sole responsibility of Receiver requiring no supervision, direction, responsibility or liability on behalf of Lundbeck.
- 4.3 Both Parties shall ensure compliance with all applicable international and national industry codes including, but not limited to the:
 1. EFPIA Code of Practice



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- I. EFPIA Code of Practice



ii. Danish Ethical Rules for Collaboration between Patient Organisations, etc., and the Pharmaceutical Industry

- 4.4 Receiver shall ensure that any meetings funded by the Donation are held in appropriate locations and venues that are conducive to the main purpose of the event, avoiding those that are "renowned" for their entertainment facilities or are "extravagant". All forms of hospitality provided at such meetings shall be reasonable in level and secondary to the main purpose of the event. Hospitality shall not include entertainment (e.g. sporting or leisure events).
- 4.5 Receiver is obligated to inform Lundbeck of any transparency requirements in local, applicable regulation in Receiver's country that will apply to the Donation, if the requirements are different from those of the EFPIA Code of Practice. Receiver shall inform Lundbeck of any such requirements before entering into the Agreement, and Receiver must ensure that any applicable regulation is clearly stated in Article 4.3.

5. **TRANSPARENCY ABOUT COLLABORATION WITH HCP/HCO/PO**

- 5.1 Lundbeck is, according to an increasing number of national laws or pharmaceutical industry standards, required to ensure pre-approval, tracking, reporting and/or public disclosure of all direct and indirect transfers of value, whether in cash, in kind or otherwise, ("Transfers of Value") made to or for the benefit of, inter alia, Patient Organizations ("POs"). Accordingly, when such national laws or pharmaceutical industry standards apply, Lundbeck is obligated to disclose information regarding the Transfer of Value, for example on Lundbeck's website and/or to relevant authorities (who may publish the information on their websites).
- 5.2 The Receiver hereby acknowledges and accepts that Lundbeck will publicly disclose some or all of the information provided by the Receiver as set out in this Article 5.
- 5.3 The content of the Agreement may be published on Lundbeck's website www.lundbeck.com/dk, if published, the information will be available at all times during the period when the Agreement is in force and as long as required by applicable laws.
- 5.4 Receiver may be required to publish the Agreement on Receiver's website. Receiver must declare receipt of funding from Lundbeck if required to do so by applicable laws or codes.

6. **PUBLIC USE OF NAME AND LOGO**

- 6.1 Receiver accepts that Lundbeck may use Receiver's name on Lundbeck's website in order to fulfill the requirements in applicable regulations as stated in Articles 4 and 5.
- 6.2 Except as permitted under Articles 1.3 and 5.4, Receiver may only use Lundbeck's name and/or logo if specifically accepted by Lundbeck in a separate agreement.



7. INDEPENDENCE

- 7.1 The Donation does not constitute an inducement to recommend, prescribe, purchase, supply, sell or administer specific medicinal products.
- 7.2 Receiver will act independently of Lundbeck and shall perform in its own name and for its own account for all purposes and at all times. This Agreement is not intended as, nor shall it be construed to create, a partnership or joint venture between the Parties. The parties expressly note that neither Receiver nor any of its representatives shall be employees or agents of Lundbeck.
- 7.3 Both Parties agree that this Agreement shall in no way prevent Receiver from collaboration with other companies or Lundbeck from cooperating with other organisations.
- 7.4 Lundbeck will not impose any conditions upon Receiver with regard to the Receiver's academic or political views and Lundbeck holds no chair or position in Receiver, which will affect the collaboration under this Agreement.

8. BREACH

- 8.1 Failure or breach by either Party to comply with any of the obligations and conditions hereof, shall entitle the other Party to terminate the Agreement by giving notice to take effect immediately and/or to invoke any applicable remedy for breach under Danish law, including the right to claim compensation for damages.

9. TERM

- 9.1 This Agreement shall become effective on March 25th, 2022 and shall continue until activity is executed June 17th, 2022.

10. APPLICABLE LAW AND VENUE

- 10.1 Any dispute arising from or relating to this Agreement shall be settled in accordance with the Danish law.
- 10.2 In the event of any controversy or claim arising from out of or relating to any provisions of this Agreement or the breach, termination or invalidity thereof, the Parties shall try to settle the problem amicably between themselves. Should the Parties fail to agree, the matter shall be settled by arbitration in accordance with the Rules of Procedure in the Danish Institute of Arbitration (the "Institute"). The award rendered shall be final and binding and enforceable by any court having jurisdiction. The arbitration tribunal shall consist of one (1) member and shall have its seat in Copenhagen. The language of the proceedings shall be in English. The Institute shall appoint the arbitrator on request by a Party hereto.



This Agreement may be signed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. Furthermore, the Parties agree that:

- (a) Facsimile or Adobe™ Portable Document Format PDF signatures of authorized signatures of the Parties delivered by electronic mail (".PDF-execution"), and electronic signatures of authorized signatures of the Parties ("Electronic Execution"), shall be as valid as an original wet-ink signature and that the PDF-Execution and Electronic Execution shall be effective to bind the Parties to this Agreement.
- (b) This Agreement with PDF-execution or Electronic Execution shall be deemed: (i) to be "in writing", (ii) to have been duly signed and executed, and (iii) to constitute a record established and maintained in the ordinary course of business and (iv) an original written record when printed from electronic files.
- (c) Without prejudice to any other right to contest a claim neither Party shall argue that PDF-execution or Electronic Execution does not meet any formal requirements for the Agreement to be validly concluded.

Valby
Date: 25/4-2022

Sydals
Date: 24/3-22

Lundbeck Pharma A/S

Migræne & Hovedpineforeningen

Annette Giversen
Project & Market access lead

Hanne Johannsen
Chairman