



EVENT AGREEMENT

This Event Agreement (“**Agreement**”) is entered into as of 14.03.2018 (“**Effective Date**”) by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark (“**Novartis**”) and Dansk MPN forening a Company incorporated under the laws of Denmark, located at Kystparken 29, 2. mf., 4400 Kalundborg (“**Recipient**”). Novartis and Recipient may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, the Parties have discussed an event which is being organized by Recipient (as described in **Exhibit B**)

WHEREAS, Novartis wishes to support the Activity with the Amount (as defined in **Exhibit A**); and

WHEREAS, Recipient accepts the Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. OBLIGATIONS OF NOVARTIS

- 1.1 Novartis shall provide the Amount as set forth in Exhibit A solely to support Recipient in performing the Activity as set forth in Exhibit A.
- 1.2 **Statement of Purpose.** The Activity is for scientific and/or educational purposes only and will not promote Novartis’ products, directly or indirectly. The Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis’ products. The Amount is based upon a budget provided to Novartis by Recipient reflecting a good faith estimate of the actual cost of the Activity. The Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.3 **Novartis Responsibility.** Recipient agrees that Novartis’ responsibility is solely to provide the Amount stated in Exhibit A. Novartis will not be liable to Recipient or to any other person for the Activity or the use of the Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Recipient to return the Amount and take other corrective action if Recipient breaches this Agreement.

2. OBLIGATIONS OF RECIPIENT

- 2.1 **Use of Amount.**



- (a) Recipient shall use the Amount solely for the Activity and shall not use the Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Recipient undertakes to independently contact Novartis in the event any part of the Amount has not been used for the Activity so that such amount can be refunded to Novartis without undue delay.
- (b) Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Activity. Recipient warrants that the Activity is compliant with all such requirements.
- (c) Recipient is solely responsible for the manner in which the Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Activity and the use of the Amount. Any claims for payment from third parties involved in the Activity are the sole responsibility of Recipient and Novartis will not fund any additional amounts for the Activity.

2.2 Objectivity & Balance.

- (a) If the Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, the discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (b) Recipient will ensure that any titles or overview information relating to the Activity will fairly and accurately represent the scope of the planned activity.
- (c) If required, Recipient is responsible for selection of presenters, moderators and collaborators for the Activity. Novartis will not control the planning, content, speaker selection or execution of any Activity. If Novartis suggests presenters, moderators or collaborators, Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 Disclosure of Financial Relationships.

- (a) Recipient will: (i) disclose, to all audiences and in all publications relating to the Activity, that Novartis has provided support to the Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Recipient which a reasonable and ethical person would expect to be disclosed.
- (b) Novartis may disclose publicly the financial and non-financial support provided to Recipient, including, without limitation, the Recipient's identity, the Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Activity. No commercial activities will be



permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Activity.

- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Activity is at the sole discretion of Recipient. Meals and/or receptions, if any, will be modest and conducive to the Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) **Reconciliation of Expenses.** At the conclusion of the Activity, Recipient shall provide Novartis with a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Amount not incurred in the implementation of the Activity. In addition, Recipient will retain appropriate records of the Activity and the use of the Amount and will provide copies of the records to Novartis on request to confirm that the Amount has been used in accordance with this Agreement.

3. GENERAL

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS HEALTHCARE A/S

DanskMPNForening

Date and Signature: _____

Date and Signature: _____

Name: Susanne Strauss Rasmussen

Name: Per Kjær Erichsen

Title: Disease Area Manager

Title: Formand Dansk MPN Forening



NOVARTIS HEALTHCARE A/S

Date and Signature: _____

Name: Emilie Prazakova

Title: Patient Relations Manager



EXHIBIT A

AMOUNT & ACTIVITY

Amount: 100.000DKK

The amount will go to local rent and catering according to the budget submitted, as Novartis cannot support social program expenses. Furthermore, we do not support fees for speakers, as it is a wine gift.

Activity:



WWW.DANSKMPNFORENING.DK

Dansk MPN Forening: Kvstparken 29, 2. mf., 4400 Kalundborg, Tlf.: 51941586 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34 43 84 71 **DANSKE BANK:** Reg.nr. 1551 - Kontonr. 0016622354

Foreningen ansøger om støtte til:

Aktivitet	Beløb
Årsmøde med 3 foredrag	255.000 kr.
2 foredrag – 1 forår Sjælland; 1 efterår Jylland	72.000 kr.
10 medlemsmøder i Ølby, Roskilde, Randers og Vejle	24.600 kr.
I alt	351.600 kr.

Årsmøde med 3 foredrag

2-dages medlemsmøde 22.-23. september 2018 på Hotel Christiansminde, hvor medlemmer får foredrag samt ekstra tid til at møde andre i samme situation og få støtte og gode råd til et bedre liv med sygdommen.

3 foredrag:

1. De myeloproliferative neoplasier v/ hæmatolog Daniel El Fassi
2. Comorbiditet (konkurrerende sygdomme) hos MPN-patienter, herunder forhøjet risiko for AMD (Aldersrelateret Maculadegeneration) v/ ph.d. Marie Bak
3. Resultater af COMBI-studiet, hvor patienter har fået JAKAVI og interferon i kombination v/ ph.d.-studerende Anders Lindholm Sørensen



Program med cirka-tidspunkter:

- Fredag 21. september:
 - Eftermiddag/ aften: Forberedelse v/ bestyrelsen
- Lørdag 22. september:
 - Kl. 09:00-10:00: Morgenmad
 - Kl. 10:00-10:30: Velkomst v/ formand Per Kjær Erichsen
 - Kl. 10:30-12:00: Foredrag 1
 - Kl. 12:00-14:00: Frokost
 - Kl. 14:00-15:30: Foredrag 2
 - Kl. 15:30-18:00: Hvile/ restitution/ mulighed for at nyde omgivelserne
 - Kl. 18:00: Middag



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Dansk MPN Forening: Kystparken 29, 2. mf., 4400 Kalundborg. Tlf.: 51941586 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34 43 84 71 DANSKE BANK: Reg.nr. 1551 - Kontonr. 0016622354

- Søndag 23. september
 - Kl. 09:00-10:00: Morgenmad
 - Kl. 10:00-12:00: Foredrag 3
 - Kl. 12:00-13:00:
 - Frokost
 - Tak for denne gang.

Budget:

Udgiftspost	Beløb
Lokaleleje Hotel Christiansminde + 70 hotelværelser (61 værelser med 1 overnatning til deltagere og 9 værelser med 2 overnatninger til bestyrelse) + forplejning til 120 personer	252.000 kr.
Udsendelse af invitation til medlemmer	10.000 kr.
Honorar til foredragsholdere (vingaver)	3.000 kr.
Transportrefusion foredragsholdere og bestyrelse	10.000 kr.
Deltagergebyr egenbetaling	-20.000 kr.
I alt (fratrasket deltagergebyr)	255.000 kr.



The Amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Recipient at the following email address: ***Per Kjær Erichsen: <mpn@danskmpnforening.dk>***



EXHIBIT B

EVENT REQUEST LETTER

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WWW.DANSKMPNFORENING.DK

Dansk MPN Forening: Kystparken 29, 2. mf., 4400 Kalundborg. Tlf.: 51941586 E-mail: mpn@danskmpnforening.dk
CVR nr.: 34 43 84 71 **DANSKE BANK: Reg.nr. 1551 - Kontonr. 0016622354**

Kalundborg 20. oktober 2017

Ansøgning om støtte i 2018

Dansk MPN Forening ansøger hermed Novartis om støtte på 351.600 kr.

Foreningen oplever fortsat stigende medlemstal og er nu rundet 700 medlemmer.

I 2016 og 2017 søgte Dansk MPN Forening midler til at afholde et årsmøde over 2 dage med overnatning. Tanken var, at her kunne medlemmerne få en sjælden lejlighed til at møde ligesindede og få støtte og forståelse i et større omfang, end det er muligt ved vores medlemsmøder, og på en helt anden vis, end det er muligt i hverdagen. Derudover giver et møde over 2 dage med overnatning bedre mulighed for at deltage for vores medlemmer, som ville have vanskeligt ved at deltage pga. træthed og nedsat energiniveau som følge af MPN-sygdommene, hvis de skulle køre hjem samme dag.

Årsmøderne 2016 og 2017 var store succeser. Møderne blev tidligt fuldt booket med tilmeldinger, og bestyrelsen har efterfølgende modtaget luttet positive tilbagemeldinger og forhåbninger om, at der kan blive et lignende møde i 2018. Derfor søger foreningen om støtte til også i 2018 at afholde årsmøde over 2 dage.



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Foreningen søger desuden støtte til at afholde 2 foredrag årligt, ud over foredragene på årsmødet – 1 foredrag på Sjælland i foråret og 1 foredrag i Jylland i efteråret. Disse foredrag er meget efterspurgt af medlemmerne, idet de giver nyttig viden om bl.a. ny forskning og nye behandlingsmuligheder.

Bestyrelsen arbejder fortsat på at udbrede medlemsmøderne til hele landet, så der er mulighed for støtte for alle medlemmer i hele landet. I 2017 er det lykkedes at etablere nye medlemsmøder i Roskilde og Odense. Aalborg-møderne har måttet flyttes til Randers. Men samlet set kan foreningen nu tilbyde medlemsmøder i alle regioner af landet. Med henblik på at fastholde muligheden for afholdelse af medlemsmøder tæt på medlemmerne ansøger foreningen om midler hertil.

Foreningen planlægger ligeledes at søge støtte fra andre medicinalvirksomheder.