



GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 13.09.2018 ("**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 **Psoriasisforeningen**, an organization incorporated under the laws of Denmark, located at Blekinge Boulevard 2, 2630 Taastrup, ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grant Recipient has specifically requested Novartis' financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant 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. GRANT BY NOVARTIS

- 1.1 **Grant.** Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.
- 1.2 **Statement of Purpose.** The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant 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 Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant 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 Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.3 **Novartis Responsibility.** Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.



2. OBLIGATIONS OF GRANT RECIPIENT

2.1 Use of Grant Amount.

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

2.2 Objectivity and Balance.

- (a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that 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 Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant 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) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant 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 Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 Ancillary Activities.

- (a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant 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 Grant Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant 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 Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide copies of the records to Novartis on request to confirm that the Grant 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 the Kingdom of 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

Psoriasisforeningen

Signature 1 –Contract Owner

DocuSigned by:
By: Charlotte Westerberg
128397CC23FB4E4...

DocuSigned by:
By: Lars F. Werner
4E58EA82E4AF482...

Name: Charlotte Westerberg

Name: Lars F. Werner

Title: Patient Relations Manager

Title: Direktør

Date: 13-Sep-2018 | 9:19:05 AM EDT

Date: 14-sep-2018 | 4:11:34 PM EDT

Signature 2 –Business Approver

DocuSigned by:
By: Nanna Dam
E250C16C94C94B3...

Name: Nanna Dam

Title: Franchise Head, MSc Pharm, IHD Denmark

Date: 13-Sep-2018 | 9:30:41 AM EDT



EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **75.000 DKK**

Grant Activity: **World PsO Day 29th of October 2018 (see content of the grant activity below)**

Åbent hus arrangement på dermatologiske hospitalsafdelinger og praktiserende dermatologer i hele landet

Udarbejdelse af grafiske materialer, herunder roll-ups, foldere mm

Digital indsats, kampagnen formidles på www.psoriasis.dk, facebook og adwords

Udarbejdelse af nationalt og lokalt pressemateriale.

The Grant 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)



EXHIBIT B

GRANT REQUEST LETTER



Handicaporganisationernes Hus | Blekinge Boulevard 2 | DK-2630 Taastrup | + 45 36 75 54 00 | lk@psoriasis.dk

Donationsansøgning om støtte til Verdens Psoriasisdag 29. oktober 2018

Psoriasisforeningen vil igen i år markere ovenstående og planlægger flg for dagen:

Kampagne om følgesygdomme

Formål:

Sætte fokus på og udbrede viden om følgesygdomme over for mennesker med psoriasis i hud og led såvel som sundhedsprofessionelle.

Det skal bidrage til bedre forebyggelse og opsporing af følgesygdom hos mennesker med psoriasis.

Målgruppe:

Psoriasispatienter og sundhedsprofessionelle.

Budskaber:

Psoriasis er en alvorlig kronisk autoimmun sygdom, der giver risiko for følgesygdomme som hjertekarsygdom, psoriasisgigt og depression. Hver anden med psoriasis rammes af følgesygdom. Utilstrækkelig behandling øger risikoen for at udvikle følgesygdomme.

Det er derfor vigtigt at være opmærksom på risikoen for følgesygdomme og foretage regelmæssig opsporing, samt have fokus på forebyggelse og information om risikofaktorer til patienterne.

Primære elementer:

Åbent hus arrangement på dermat. hospitalsafdelinger og praktiserende dermatologer i hele landet

Udarbejdelse af grafiske materialer, herunder roll-ups, foldere mm


Digital indsats, kampagnen formidles på www.psooriasis.dk, facebook og adwords

Udarbejdelse af nationalt og lokalt pressemateriale.

Der er modtaget preliminært tilsagn om opbakning til projektet af DDS fra formanden for DDS.

Poster	Udgift i DKK
Udvikling af endeligt koncept/budskaber samt slogan	10.000,-
Udvikling og produktion af roll-ups (20 styk)	40.000,-
Udvikling og produktion af foldere (2.000 styk)	16.000,-
Udvikling af SoMe budskaber samt "boost" af samme	5.000,-
Udvikling og distribution af PR materialer	10.000,-
I alt	81.000,-

Der fremsendes rapport fra aktiviteten såfremt dette ønskes.


 Lars F. Werner, direktør
 Psoriasisforeningen

 Hans Henrik Christensen, FBM
 Novartis

Certificate Of Completion

Envelope Id: B8EB1722269C471B872A6AF5E2B144EE	Status: Completed
Subject: Please DocuSign: Grant Agreement Psoriasisforeningen_World PsO Day 2018.docx	
Study #:	
Contracting Party:	
Product / Compound:	
Medical Unit:	
Source Envelope:	
Document Pages: 6	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Louise Thorning
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	PO Box 5990
	Portland, OR 97228
	louise.thorning@novartis.com
	IP Address: 160.62.7.250

Record Tracking

Status: Original	Holder: Louise Thorning	Location: DocuSign
9/13/2018 9:02:25 AM	louise.thorning@novartis.com	
Security Appliance Status: Connected	Pool: Novartis	

Signer Events

Charlotte Westerberg
charlotte.westerberg@novartis.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

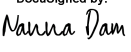
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Signed: 9/13/2018 9:19:05 AM

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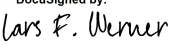
Nanna Dam
nanna.dam@novartis.com
Security Level: Email, Account Authentication (None)

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Using IP Address: 193.108.21.251
Signed using mobile

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Viewed: 9/13/2018 9:30:11 AM
Signed: 9/13/2018 9:30:41 AM

Electronic Record and Signature Disclosure:
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ID: a3784a74-71c3-4a93-87a6-b1e2581c92f2

Lars F. Werner
LW@psoriasis.dk
Executive Director
Security Level: Email, Account Authentication (None)

DocuSigned by:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/13/2018 9:30:43 AM
Certified Delivered	Security Checked	9/14/2018 4:11:01 PM
Signing Complete	Security Checked	9/14/2018 4:11:34 PM
Completed	Security Checked	9/14/2018 4:11:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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How to contact Novartis:

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 advise Novartis of your new e-mail address

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

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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

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- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account 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

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Novartis as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Novartis during the course of my relationship with you.