

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("**Agreement**") is entered into as of October 16<sup>th</sup> 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 Peter de Nully Brown, on behalf of The Nordic Lymphoma Group, an Organization incorporated under the laws of Denmark, located at Rigshospitalet, Department of Hematology 4042, Blegdamsvej 9, DK-2100 Copenhagen, ("**Sponsorship Recipient**"). Novartis and Sponsorship Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

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

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

WHEREAS, Novartis will receive a tangible benefit in connection with the sponsorship (as defined in Exhibit A); and

WHEREAS, Sponsorship Recipient accepts the Sponsorship 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. SPONSORSHIP BY NOVARTIS**

- 1.1 **Sponsorship.** Novartis will provide the Sponsorship Amount as set forth in Exhibit A solely to support Sponsorship Recipient in performing the Sponsorship Activity as set forth in Exhibit A.
- 1.2 **Tangible benefit.** Novartis will receive a tangible benefit as set forth in Exhibit A.
- 1.3 **Statement of Purpose.** The Sponsorship Activity is for scientific and educational purpose. Novartis sponsor the Nordic Lymphoma Group meeting and thereby support bringing professionals diagnosing and treating patients with malignant lymphoma together. Scientific papers and case presentations will be presented from all Nordic countries. New ideas, treatment strategies and interesting high-level guest lectures will be presented and supports the focus of developing the lymphoma area.
- 1.4 **Novartis Responsibility.** Sponsorship Recipient agrees that Novartis' responsibility is solely to provide the Sponsorship Amount and to receive the tangible benefit. Novartis will not be liable to Sponsorship Recipient or to any other person for the Sponsorship Activity or the use of the Sponsorship Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Sponsorship Recipient to return the Sponsorship Amount and take other corrective action if Sponsorship Recipient breaches this Agreement.



## **2. OBLIGATIONS OF SPONSORSHIP RECIPIENT**

### **2.1 Use of Sponsorship Amount.**

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

### **2.2 Objectivity & Balance.**

- (a) The Sponsorship Activity will be independent, non-promotional and free from commercial influence or bias.
- (b) If the Sponsorship 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 Sponsorship Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (c) Sponsorship Recipient will ensure that any titles or overview information relating to the Sponsorship Activity will fairly and accurately represent the scope of the planned activity.
- (d) If required, Sponsorship Recipient is responsible for selection of presenters, moderators and collaborators for the Sponsorship Activity. Novartis will not control the planning, content, speaker selection or execution of any Sponsorship Activity. If Novartis suggests presenters, moderators or collaborators, Sponsorship 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) Sponsorship Recipient will: (i) disclose, to all audiences and in all publications relating to the Sponsorship Activity, that Novartis has provided a Sponsorship to support the Sponsorship



Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Sponsorship Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Sponsorship 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 Sponsorship Recipient, including, without limitation, the Sponsorship Recipient's identity, the Sponsorship Amount and purpose of the support.

#### 2.4 Ancillary Activities.

- (a) If the Sponsorship Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Sponsorship 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 Sponsorship Activity.
- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Sponsorship Activity is at the sole discretion of Sponsorship Recipient. Meals and/or receptions, if any, will be modest and conducive to the Sponsorship 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 Sponsorship Activity, Sponsorship 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 Sponsorship Amount not incurred in the implementation of the Sponsorship Activity. In addition, Sponsorship Recipient will retain appropriate records of the Sponsorship Activity and the use of the Sponsorship Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Sponsorship 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

*Nordic Lymphoma Group*

Date and Signature 1 –Contract Owner

By: \_\_\_\_\_

By: 25/10 2018

Name: Peter de Nully Brown \_\_\_\_\_

Name: Margrethe Goksoeyr

Title: Head of Nordic Lymphoma Group \_\_\_\_\_

Date and Signature: Margrethe Goksoeyr

Date and Signature: Peter de Nully Brown  
22 Oct - 2018

Title: Nordic Cell Therapy Network Manager \_\_\_\_\_

Date and Signature 2 –Business Approver \_\_\_\_\_

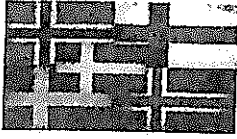
By: 24.10.2018

Name: Richard Flaaten,

Title: WEC medical lead

Date and Signature: **Flaaten**  
**Richard**

Digitally signed by Flaaten Richard  
DN: dc=com, dc=novartis,  
ou=people, ou=PH,  
serialNumber=1918200,  
cn=Flaaten Richard  
Date: 2018.10.23 23:27:10 +02'00'



## EXHIBIT A

### SPONSORSHIP AMOUNT & SPONSORSHIP ACTIVITY

Sponsorship Amount: 45.000 DKK and Exhibition 2 m2 = 4.500 DKK

Sponsorship Activity: Sponsorship to cover: Venue incl lunch

Tangible Benefit: This is not an open meeting and the sponsorships allows Novartis to participate. We will have attendance of Novartis participants from each Nordic country. An exhibition of 2 m2 as well as Novartis name mentioned in invitation material as well as at the meeting. Furthermore we will have the possibility to exhibit 2 posters

Evidences must be provided to Novartis upon completion of the Sponsorship Activity:

Nordic Lymphoma group must inform Novartis when the event / project has been completed and they must confirm that the full amount has been used for the purpose of the agreement.

The Sponsorship 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 Sponsorship Recipient at the following email address: [Peter.Brown@regionh.dk](mailto:Peter.Brown@regionh.dk)

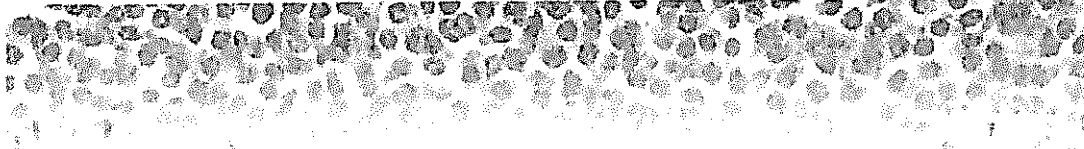
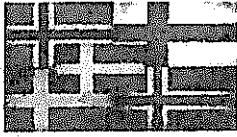
The Sponsorship amount shall be paid by Novartis to the following bank and bank account: NLG secretariat at Rigshospitalet (VAT-no: DK 29 76 57 90), Copenhagen, payable to Danske Bank, SWIFT: DABADKKK, IBAN DK66 3000 3100 271 478

When effectuating the payment Novartis will include the following reference:

NLG meeting

## EXHIBIT B

### SPONSORSHIP REQUEST LETTER



## Nordic Lymphoma Group

Dedicated to promoting research in treatment, biology and epidemiology  
of malignant lymphomas in the Nordic countries

**Nordic Lymphoma Group Meeting 2018**  
**November 6 – November 7 2018**  
**Bella Sky Hotel**  
**Copenhagen, Denmark**

Dear Nordic Lymphoma Group Business Partner

The Nordic Lymphoma Group (NLG) is now planning the annual meeting, and is hereby inviting representatives from the pharmaceutical companies, representing relevant products used for diagnosing and treatment of hematological diseases, to participate in our annual plenary meeting.

The Annual plenary meeting aims to bring professionals diagnosing and treating patients with malignant lymphoma together in a 2 day plenary meeting. Scientific papers and case presentations will be presented from all Nordic countries. Young colleagues are encouraged to send abstracts and join the NLG activities. Clinical and translational research on lymphoma is our joint task: new ideas, treatment strategies and interesting high-level guest lectures will be presented in NLG plenary meeting. In 2018 "Cell-free DNA" will be the main topic.

Previously, 100 physician and 35 representatives from the pharmaceutical companies have been participating in the annual meeting. We invite representatives from the pharmaceutical companies to participate with a sponsorship of the meeting:

Representative from all sponsoring companies can be present at the scientific and educational activities at the plenary meeting of NLG, except subcommittee meetings and business meetings. A fee of 550 € / person applies and includes plenary participation for two day and dinner, accommodation fee is 160 €/person in addition. A maximum of 45 seats are available, and each company can have a maximum of 8 participants at the meeting.

The estimated sponsor related costs of the meeting are 60.000 €, that will be split equally among all sponsoring companies (9-11). A specified budget will be provided, and the final result of the meeting costs will be made available to the sponsors.

The logos of the sponsors will be displayed on the meeting premises and programs. Each company will have the possibility to exhibit a maximum of two posters in a separate room adjacent to the plenary meeting room. In addition, exhibition space at a price of 300 €/m<sup>2</sup>/day (2-8 m<sup>2</sup>) is available for a limited number of sponsor.

The deadline for signing up for participation is September 1st, 2018. Please contact NLG Chairman Peter Brown, [peter.brown@regionh.dk](mailto:peter.brown@regionh.dk) or NLG secretary Inge Birkenfeldt Petersen at [inge.birkenfeldt.petersen@regionh.dk](mailto:inge.birkenfeldt.petersen@regionh.dk). After assignment, an invoice will be issued, and payment is requested within 30 days.

We hope that you will be interested in participating in the meeting and look forward to hearing from you.

Yours faithfully

Peter Brown