NOVARTIS

HOSPITAL GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 30 April 2015 ("**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 Aarhus Universitetshospital, Dermatologisk Afdeling, a Hospital incorporated under the laws of Denmark, located at P. P. Ørumsgade 11, 8000 Aarhus C, Denmark and Aarhus University, Institute of Clinical Medicine located at Palle Juul-Jensens Boulevard 99, 8200 Aarhus N, Denmark **("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 or grant in-kind ("Grant") (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant 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 as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A in accordance with agreed timelines if any.

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 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 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 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. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 **Use of Grant**.

(a) Grant Recipient verifies by signing this Agreement that the Grant Recipient is willing to receive the Grant.

(b) Grant Recipient has appointed Grant Manager(s) to manage the Grant and the Grant Activities as set forth in Exhibit A.

(c) Grant Recipient shall use the Grant solely for the Grant Activity and shall not use the Grant 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 has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.

(d) 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.

(e) Grant Recipient is solely responsible for the manner in which the Grant 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. 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 & Balance**.

The Grant Activity will be independent, non-promotional and free from commercial influence or bias.

(a) 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.

(b) 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.

(c) 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 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 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 and will provide copies of the records to Novartis on request to confirm that the Grant 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.

NOVARTIS

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

By: _____

Name: *Rikke Dodge*

Title: *Medical Science Liaison*

Date: 04-maj-2015

By: _____

Name: Peter Droeidal

Title: Country Manager Denmark

Date: 04-maj-2015

Dermatologisk Afdeling
Århus Universitetshospital

By: _____

Name: *Mette Deleuran*

Title: *Head of department - ledende Overlæge*

Date: 8 MAY, 2015

Klinisk Institut
Århus Universitet

By: _____

Name: Kristjar Skajaa

Title: Head of Clinical Institute – Overlæge

Date: 11/6-15

Investigator
Århus Universitetshospital

"Read and acknowledge"

By: _____

Name: Lars Iversen

Title: Professor

Date: 08-maj-2015

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EXHIBIT A

GRANT & GRANT ACTIVITY

Grant amount: 400.000 DKK and/or

Grant in-kind:

Grant Activity: financial support for the project "The role of IκBς in the pathogenesis of Psoriasis".

The Grant Amount shall be paid by Novartis to the following bank and bank account:

Bank: JYSKE BANK
Reg.no.: 7831
Account no.: 143923-2

When effectuating the payment Novartis will include the following reference: research account 490-29-8727, professor Lars Iversen.

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The following Grant Manager shall manage the Grant Activity:

Lars Iversen

Professor

Department of dermatology

Phone: +45 3091 4970

lars.iversen@clin.au.dk

The following Grant Manager shall manage any Grant Amount provided under this Agreement and ensure that the Grant Amount is transferred to the correct hospital account. This Grant Manager will also ensure that any grant in-kind is delivered to the correct hospital division:

Mette Marie Stenderup Larsen

Lægesekretær

Department of dermatology S

Tel. +45 7846 1856

mettelar@rm.dk

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EXHIBIT B

GRANT REQUEST LETTER INCLUDING BUDGET

Aarhus University Hospital
Department of dermatology

P.P. Ørums Gade
DK-8000 Aarhus C
Tel. +45 8949 4444
www.aarhussygehus.dk

Novartis Healthcare A/S
Att.: Rikke Dodge, M.Sc,PhD
Edvard Thomsens Vej 14, 3
2300 København

midt
regionmidtjylland

Date

26. marts 2015

Kære Rikke,

Novartis Healthcare valgte i 2014 at støtte et projekt med titlen: "The role of IκBζ in the patogenesis of psoriasis", som udføres i Dermatologisk Afdeling på Aarhus Universitets Hospital.

Projektet forløber over 3 år og har et samlet budget på 2.791.000 DK, som det fremgår af medsendte budget. Projektet er foreløbig støttet med et beløb sv.t. DK 400.000 fra Det Frie Forskningsråd. Det drejer sig om driftsudgifter til projektet.

Jeg skal med denne ansøgning forespørge, om Novartis Healthcare også i 2015 kan støtte dele af projektet.

Vedlagt ansøgning er aktuelle bilag:

Bilag 1: projektbeskrivelse
Bilag 2: budget

Med venlig hilsen

Lars Iversen
Professor, dr.med.
Dermatologisk afd. S