

Agreement

between

Takeda Pharma A/S

and

Colitis-Crohn Foreningen

This Agreement (the "**Agreement**"), effective as of **17th February 2020** (the "**Effective Date**") is entered into by and between **Takeda Pharma A/S**, a company incorporated in Denmark under identification number DK 16406899, having its registered offices at Delta Park 45 2665 Vallensbæk Strand, Denmark (hereinafter referred to as "**Takeda**") and **Colitis-Crohn Foreningen** having its office at **Nørregade 71, 5000 Odense C** (hereinafter referred to as the "**Organisation**"; both Takeda and the Organisation are hereinafter referred to as "**Party**" or "**Parties**").

WITNESSETH

WHEREAS, Takeda is a manufacturer of pharmaceutical and diagnostic products focusing on research, development, manufacture, distribution, marketing and sale of pharmaceutical products;

WHEREAS, the Organisation is dedicated to fight ulcerative colitis and morbus Crohn and other related bowel diseases.

WHEREAS, Takeda wishes to provide support to the Organisation in the form of a restricted collaboration grant.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Article 1: Contribution

- 1.1 Contribution.** Takeda agrees to support the Organisation in the form of a restricted collaboration grant as set out in **Exhibit A** (the "**Contribution**").
- 1.2 Use of Contribution.** The Organisation shall use the Contribution exclusively for the purpose of the IBD health project "Tag et skridt for IBD" (the "**Purpose**"). Without prejudice to the generality of the foregoing, the Organisation shall not use the Contribution for the provision of any hospitality, entertainment and/or leisure time programmes and/or subsistence to any healthcare professionals, appropriate administrative staff and/or members and appropriate staff of the Organisation unless and to the extent permitted by applicable laws, regulations, codes and guidelines (including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent or similar applicable national codes such as – but not limited to – the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (the "**ENLI Code**") and the Danish Ethical Rules for Collaboration between Patient Groups, etc. and the Pharmaceutical Industry (the "**Patient Association Code**")) (the "**Applicable Laws**").

Article 2: Payment

- 2.1 Terms of Payment.** Upon **19th May 2020** the Organisation shall submit to Takeda an invoice for the Contribution which shall be payable within forty-five (45) days upon receipt and acceptance of the duly issued invoice by Takeda. Any invoice submitted by the Organisation to Takeda must, as a minimum, include the information set out in **Exhibit B** (the "**Minimum Information for Invoices**").
- 2.2 No Other Sum Payable.** Unless otherwise expressly agreed in writing between the Parties, the Contribution shall constitute the entire sum payable by Takeda under this Agreement.

Article 3: Organisation Obligations

- 3.1 Conduct of Activities.** The Organisation shall carry out all activities in relation to which it uses the Contribution in a professional manner using all due skill, care and diligence, and in conformity with the Applicable Laws.
- 3.2 Reporting.** Upon Takeda's request or at such other time or frequency as agreed by the Parties, the Organisation shall provide to Takeda a brief report (or any part(s) thereof) on the activities carried out by or on behalf of the Organisation in relation to which the Contribution (or any part(s) thereof) has been used. Such report (or any part(s) thereof) shall be provided to Takeda by email, or in such other format and by such other method as Takeda may specify.

Article 4: Representations and Warranties

The Organisation represents and warrants to Takeda that: where applicable

- 4.1 it will use the Contribution exclusively for the Purpose and in full compliance with the Applicable Laws, namely that
- 4.2 the terms of this Agreement do not conflict with or violate the terms of any policies or procedures of the Organisation or any other contractual or legal obligations the Organisation may have.
- 4.3 the activities to be carried out of the Organisation in relation to which it uses the Contribution are scientific, medical, educational and information dissemination activities of the Organisation.

Article 5: Transparency

- 5.1 **Declarations by the Organisation.** The Organisation shall make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organisation, as Takeda may require and/or as may be required under the Applicable Laws. .
- 5.2 **Declarations by Takeda.** Takeda and/or its affiliates shall be entitled to make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organisation, as may be required under the Applicable Laws, and to use the name, logos or trademarks of the Organisation in relation to such declarations. Without prejudice to the generality of the foregoing, the Organisation agrees that Takeda shall be entitled to identify itself as a donor of the Organisation on websites, in literature and/or in other company material of Takeda and/or its affiliates and the Organisation acknowledges and agrees that Takeda and/or its affiliates are making publicly available the information required to be disclosed under applicable laws, including, but not limited to, information to the Organisation and the Contribution given to the Organisation by, or on behalf of, Takeda and/or its affiliates. Promptly on request, the Organisation shall provide Takeda with any further information as Takeda considers necessary to enable Takeda and/or its affiliates to make such declarations.
- 5.3 **No Inducement or Influence.** The Parties acknowledge and agree that this Agreement is concluded independently from any business transactions and decisions in relation to the supply or purchase of goods or services from Takeda or its affiliates and that the provision of the Contribution shall not in any way: (i) constitute any inducement to, or reward for, recommending, prescribing, purchasing, supplying, selling, administering or taking any decisions favourable to, any products or services of Takeda or its affiliates; or (ii) have any influence on the content of any materials authored by or on behalf of the Organisation.
- 5.4 **Other Donors.** Takeda has not, and the Organisation acknowledges and confirms that Takeda has not, in any way requested or required that it be the exclusive donor of the Organisation or any of its programmes or activities.
- 5.5 **Relationship of the Parties.** The Parties acknowledge and agree that no joint venture, association, partnership or agency relationship is created hereby. Each Party shall be conclusively deemed independent of the other and neither Party shall have any right or authority to bind the other hereto.

Article 6: Anti-Corruption Obligations

The Organisation shall carry out all activities in relation to which it uses the Contribution in compliance with the Applicable Laws and shall not offer to make, promise, authorize or accept any payment or giving anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage or obtain or retain business. The Organisation shall notify Takeda immediately upon becoming aware of any breach of its commitments under this Article 6.

Article 7: Liability and Indemnification

- 7.1 **Liability.** The Organisation shall be solely responsible and liable for all activities in relation to the use of the Contribution.
- 7.2 **Indemnification.** The Organisation shall fully indemnify, defend and hold harmless Takeda, its affiliates and their respective personnel from and against any and all liability, losses, claims, actions, proceedings,

injuries, demands, fees, penalties, judgments, fines, damages, costs and/or expenses (including reasonable attorneys' fees and costs) sustained or incurred by Takeda and/or its affiliates arising as a result of:

- 7.2.1 any misrepresentation or breach of this Agreement by the Organisation;
- 7.2.2 any third party claim brought against Takeda and/ or its affiliates in relation to any activities in relation to which the Organisation uses the Contribution; and/or
- 7.2.3 any breach of the Applicable Laws in the performance of any activities in relation to which the Organisation uses the Contribution.

Article 8: Term and Termination

- 8.1 **Term.** This Agreement shall come into force on the Effective Date and shall expire upon achievement of the Purpose.
- 8.2 **Termination for Breach.** Each Party may terminate this Agreement at any time for a material breach of the Agreement by the other Party by giving written notice of immediate termination to the other Party, including, without limitation, a termination pursuant to Articles 8.3 and 8.4.
- 8.3 **Termination for Inappropriate Use.** If the Organisation uses the Contribution for any purpose other than the Purpose, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organisation shall return to Takeda the Contribution.
- 8.4 **Termination for Lack of Completion.** In case the Sponsored Activity is not completed within a reasonable timeline, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organisation shall immediately return to Takeda the portion of the Sponsorship Contribution that has not been expended, applied or committed for the purposes of the Sponsored Activities as at the date of such termination.
- 8.5 **Survival.** Any provision, which by its intent or content is meant to have validity beyond expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.

Article 9: Miscellaneous

- 9.1 **Business Identifiers.** Neither Party shall use the name, logos or trademarks of the other Party and/or its products or services, nor make any announcement, comment upon or originate any publicity or otherwise disclose any information relating to this Agreement to any third party except: (i) to the extent required by the Applicable Laws; (ii) with the prior written consent of the other Party; and/or (iii) as otherwise provided in this Agreement.
- 9.2 **Disclosure of Agreement.** The Agreement shall be published on the websites of the Parties at the time when the Agreement is made and must be accessible for Takeda for at least six months after the termination of the Agreement and for the Organisation for at least two years from the receipt of the Contribution.
- 9.3 **Independence and impartiality.** By their' signatures, the Parties declare that the Organisation shall be free to corporate with and receive [donations/grants from other pharmaceutical companies, just as Takeda shall have the right to collaborate with and donate/grant contributions to one or several organizations. Further to this, Takeda declare not to lay down conditions for the Organisation's view on professional and political issues.
- 9.4 **Waiver.** Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.5 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with regard to all matters herein and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (excluding any fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in this Agreement.

9.6 **Applicable Law and Jurisdiction.** This Agreement shall be construed in accordance with, and governed by, the laws of Denmark. The place of jurisdiction shall be the City Court of Copenhagen.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.




TAKEDA PHARMA A/S	COLITIS-CROHN FORENINGEN
<p>Name: Patrik Forsell</p> <p>Job Title: General Manager</p> <p>Signature: </p> <p>Place & Date: <u>Vallensbæk 4/2-2020.</u></p>	<p>Name: Charlotte Lindgaard Nielsen</p> <p>Job Title: Chairman of Colitis-Crohn Foreningen</p> <p>Signature: </p> <p>Place & Date: <u>Odense, 7/2 -2020</u></p>
<p>Name: Louise Herbild</p> <p>Job Title: Head of Patient Value and Access</p> <p>Signature: </p> <p>Place & Date: <u>Vallensbæk 05.02.2020</u></p>	

Exhibit A

Contribution for the IBD health project "Tag et skridt for IBD"

In total, Takeda will support the Organisation with the amount of DKK 235.000,- where up to DKK 100.000,- is cash paid to the Organisation as a donation, and the DKK 135.000,- is the internal costs for the event for Takeda Pharma A/S.

The total amount sums up based on the following details:

Up to DKK 100.000 as a donation

DKK 85.000,- the value of the App solution and the operational costs of the App use for one month (Set-up costs (DKK 40.000,- plus DKK 90,- per participant (anticipated 500 persons)

DKK 30.000,- to produce a short film to explain the positive impact on disease of physical activity as for example daily walking.

DKK 10.000,- to produce a guidance to two patient representatives of how to produce small personal videos of experiences in the activity period.

DKK 10.000,- to cover costs of materials.

Description of the project:

In collaboration with Colitis-Crohn Foreningen, Takeda Pharma A/S makes the App "Carrot Wellness" available for patients and relatives the month up to International IBD Day (19th May) as a tool to make patients and relatives more physically active. Via the App "Carrot Wellness" the users earn App points which will be converted to an economical donation from Takeda to Colitis-Crohn Foreningen of up to DKK 100.000,-.

Takeda Pharma A/S employees will also take part of being active using the App to earn coins to support the Organisation for this event.

The money is earmarked to support family events for children with IBD disease and their families. The events will be arranged by Colitis-Crohn Foreningen in collaboration with as a minimum, the three hospitals Odense University Hospital, Aarhus University Hospital and Hvidovre Hospital and will contain a mixture of professional presentations about living with IBD and social activities.

On the international IBD Day (19th May 2020) Takeda Pharma A/S will donate the money, which will be up to DKK 100.000,- depending on the Carrot App points earned by the users (each earned coin will make 10 DKK to the Organisation).

The set-up of the App is supported by Takeda Pharma A/S in Denmark and Takeda Headquarter (TakedaFit Program Management in Zürich).

Colitis-Crohn Foreningen creates awareness of the event in the period up to starting the App activity via their magazine, homepage and facebook.

Takeda Pharma A/S ensures available technical support for user registration with the App and ongoing technical support for the users.

Takeda Pharma A/S regularly communicates status of the number of users registered with the App and also regularly updates for the users when the App event is ongoing.

Users register themselves in the App from the 1st April 2020 and the App activity is kicked off at the 16th April 2020 running until the 14th May 2020. Colitis-Crohn Foreningen encourages the users to keep the spirit with the App on an ongoing basis until the end of the event.

Takeda Pharma A/S agrees that with a minimum of 300 signed up users, an amount of DKK 50.000,- will be donated, regardless of the final result in earned Carrot App points (coins).

Exhibit B

Minimum Information for Invoices

Any invoice submitted by the Organisation to Takeda must include the following:

- the Contribution to which the invoice relates; "IBD health project "Tag et skridt for IBD"
- the date on which the invoice was issued;
- Invoice number
- the name and address of Takeda; Takeda Pharma A/S, Delta Park 45, 2665 Vallensbæk Strand
- the name of Takeda's contact person;
- Invoice amount specified as the net amount, VAT amount (if any) and the gross amount. If there is no VAT, please still specify net amount and gross amount (the numbers will be the same)
- invoice name, address and name of bank, bank account number, SWIFT and IBAN to which the Contribution is payable; and
- all other information and details as may be reasonably requested by Takeda from time to time (e.g. Takeda's cost center and/or purchase order number, as given by Takeda, if applicable).