

# COLLABORATION AGREEMENT

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## BETWEEN:

- (1) **Daiichi Sankyo Nordics ApS**, a company incorporated in Denmark (CVR: 39371049) having its registered address at Amagerfælledvej 106, 2. sal, 2300 København S, Denmark

Hereafter referred to as the "**Company**";

## AND:

- (2) **Brystkræftforeningen**, an organisation registered under the laws of **Denmark** with registered office at **Landlyst Vænge 462635 Ishøj** and registered under number **CVR: 21 43 88 71**, duly represented by **c/o Chairman Anja Skjoldborg Hansen**.

Hereafter referred to as the "**Partner**";

The Company and the Partner are hereafter jointly referred to as "**Parties**" and individually as "**Party**".

## PREAMBLE

WHEREAS, the Company is a pharmaceutical company active in the field of research and development of pharmaceuticals and medicinal products.

WHEREAS, the Partner is a patient organization, who has a comprehensive expertise and experience in the field of health and patient advocacy (deep insights of patient experiences, understanding of the challenges that patients face).

WHEREAS, the Parties wish to collaborate in order to co-create **Conversation cards a set of cards with questions to be used by MBC women, to support the challenging conversation about life and death with their families and near relations**, as further defined in **Appendix 1**. Both Parties have unique assets and strengths that complement each other in this Project.

WHEREAS, it is specified that the Company respects the mission, autonomy and independence of the Partner and does not seek to exert any improper influence on their objectives, activities or decisions.

NOW, THEREFORE it is agreed as follows:

### 1. Definitions

**Affiliate:** any company, organisation, subsidiary or other business entity that is formally attached to, legally connected to the Company or indirectly controlling, controlled by or under common control with a Party to this Agreement. "Control" shall mean the power to directly or indirectly, appoint a majority of the directors, or to otherwise direct or cause the direction of the management or policies of such company or entity whether through shared ownership, by contract or otherwise.

**Confidential Information:** all non-public and business-related information, such as, but not limited to commercially sensitive information, strategic plans or processes, unpublished scientific data, planned public campaigns or policy actions, draft project plans or concepts, written or oral, disclosed or made available to either Party, directly or indirectly, by or on behalf of one Party or its Affiliates (in the case of the Company) through any means of communication or observation.

**Contribution:** assets, such as inter alia, funds, resources, know how brought by the Partner or the Company in order to deliver the Project as set out in **Appendix 1**.

**Project:** the services and deliverables that the Parties commit to deliver, in a collaborative effort, as set out in **Appendix 1**.

### 2. Purpose of the collaboration

2.1 The Partners shall collaborate in order to deliver the Project as set out in **Appendix 1**.

2.2 The content of the Project may be amended by mutual written agreement between the Parties.

2.3 The Parties agree that the Company and the Partner delegate to the person(s) identified in **Appendix 1** who has/have the required expertise, the performance of the Project.

### 3. Contributions of both parties

3.1 As its Contribution, the Company agrees to pay the Project costs in accordance with the terms of Contribution described in **Appendix 1** (the "**Project Costs**") as well as reasonable business-related travel expenses incurred in relation to the Project.

3.2 Travel Expenses will be reimbursed in accordance with the expenses policy set out in **Appendix 2**.

- 3.3 The abovementioned Project Costs are considered net of Value Added Tax ("VAT"). The Company will additionally cover VAT and other taxes, if legally required. The Partner shall be responsible for all other taxes and/or any social security charges, as applicable, related to the Project Costs, unless otherwise agreed between the Parties or stipulated otherwise in the applicable law.
- 3.4 As its Contribution, the Partner will provide its resources, expertise, knowledge, and staff as described in **Appendix 1**.
- 3.5 The Parties acknowledge that the Project Costs are reasonable and aligned with the prices requested by professionals on the market for similar professional services taking into account all the contributing factors such as, inter alia, individual expertise and training, complexity of tasks, responsiveness and country of origin, as well as the total time invested (work time and preparatory time) into the Project by the Partner and comply with the industry, regulatory, and ethical guidelines as well as with the European Federation of Pharmaceutical Industries and Associations (EFPIA) "Working Together with Patients" principles, and the relevant national codes of practices applicable to the pharmaceutical industry.
- 3.6 The Company will ensure transparency of the investments made as Project Costs in accordance with the applicable local and international laws, regulations and Codes of Conduct, in particular the European Federation of Pharmaceutical Industries and Associations (EFPIA) "Code of Practice", and the relevant national codes of practices applicable to the pharmaceutical industry. This may involve the publication on its website or the communication to third parties of the payments made under this Agreement, including Project Costs and expenses of the Partner which the Company has covered.

#### **4. Independence and conflict of interest**

- 4.1 The Agreement does not create any relationship of agency or employment or joint ventures between the Parties. The Partner shall exercise its activities under the Agreement as an independent collaborator.
- 4.2 The Parties acknowledge that the Project Costs shall never constitute in any way an inducement to, or reward for, recommending or taking any decisions favourable or promotional to any products or services of the Company or its Affiliates, or have any influence on the content of any materials authored by or on behalf of the Partner.
- 4.3 In case the Partner is writing, speaking or acting in public concerning the Project as set out in **Appendix 1**, the Partner must declare that it is collaborating with the Company whenever disclosure is required or deemed appropriate by both Parties.
- 4.4 The Parties confirm that the Agreement is concluded independently from any business transactions and decisions in relation with the supply or purchase of goods or other services related to the Company.

#### **5. Term and termination**

- 5.1 This Agreement comes into force upon signature by the Parties and shall remain in effect for the duration of the Project as set out in **Appendix 1**, unless terminated earlier in accordance with the terms of this Agreement.
- 5.2 Both Parties shall have the right to terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party.

#### **6. Confidentiality**

- 6.1 The Parties undertake and agree to keep secret and confidential all Confidential Information, Confidential Information may be further specified in **Appendix 1**.

- 6.2 Both Parties agree to make reasonable efforts to mark their documents and data as confidential. In case of lack of marking, or in case of orally disclosed information, the receiving Party should make reasonable efforts to clarify with the disclosing Party whether the information is confidential or not.
- 6.3 Any disclosure of Confidential Information to third parties requires prior written consent of the disclosing Party, except for additional persons specified in **Appendix 1**. The Partner needs to ensure these persons follow the confidentiality rules of this Agreement.
- 6.4 The obligations and limitations set forth herein regarding the Confidential Information shall not apply to information which is:
- (i) in the public domain other than by a breach of this Agreement on the part of the receiving Party; or
  - (ii) rightfully received from a third party which has the right and transmits it to the receiving Party without breaching any obligation of confidentiality; or
  - (iii) rightfully known to the receiving Party without breaching any limitation on use or disclosure prior to receipt of the same from the disclosing Party, as shown by the records of the receiving Party; or
  - (iv) generally made available to third parties by the disclosing Party without any restriction concerning use or disclosure; or
  - (v) required to be disclosed by law or by a court of competent jurisdiction or by the rules or regulations of an applicable governmental or taxation or regulatory body or authority to whose jurisdiction the receiving Party is subject.
- 6.5 After the completion of delivery of the Project, termination of this Agreement or whenever the disclosing Party requires it, the receiving Party may be asked to return and/or delete the Confidential Information. The receiving Party may be permitted to retain copies if required to demonstrate compliance with this Agreement or with legal proceedings.

## **7. Recording of the meetings**

- 7.1 Unless otherwise specified in writing, the Parties agree that the use of recordings, minutes and reports, of any kind and on any support, of any meeting attended by the Parties:
- (i) is allowed by both Parties for internal purposes;
  - (ii) is permitted subject to the prior written consent of the other Party for any external use;
  - (iii) is permitted, in any case, where required for the performance, or for the verification of the performance, of the Services.

## **8. Intellectual Property rights**

- 8.1 All information, data and Intellectual Property rights owned by each Party prior to this Agreement shall remain the property of that Party.

Unless otherwise agreed between the Parties in **Appendix 1**, the Partner assigns to the Company all of its Intellectual Property Rights on materials and products developed or prepared for the Company by the Partner in connection with the Services performed hereunder. However, the Partner shall always be free to use the general knowledge, skills and experience and any general ideas, concepts, know-how and techniques that the Partner has acquired or used in the course of performing the Services, subject to respecting the confidentiality obligations under Article 6.

- 8.2 The Partner guarantees that the above Intellectual Property Rights have not been previously assigned and/or licensed and that it is entirely free to validly assign to the Company, without any liens, encumbrance or pledge whatsoever. This means that no third party has any rights on the Services
- 8.3 In the event assignment of Intellectual Property Rights needs to be more specifically defined under applicable law, this assignment of copyright includes, without limitation:
- (i) the right to reproduce, copy, distribute and/or edit totally or partly the Services on all media (eg, paper, film, CD-ROM, Internet) and by all processes (e.g., photocopy, scanning, word or digital processing, recording);
  - (ii) the right to publicly perform and communicate totally or partly the Services and by all means (e.g., slides, video, film, recordings, web site) ;
  - (iii) the right to translate totally or partly the Services in all languages;
  - (iv) the right to modify by adding and/or deleting totally or partly the Services and to disclose these modified versions. These modified versions do not misrepresent the Services and/ the Partner's intent;
  - (v) the right to claim copyright in the world for the full duration and any renewal or extensions.
  - (vi) This assignment of copyright is valid worldwide and for the duration of the copyright according to applicable law.
- 8.4 Each Party guarantees that the above Intellectual Property Rights have not been previously assigned and/or licensed and that it is entirely free to be validly assigned to the other Party, without any liens, encumbrance or pledge whatsoever. This means that no third-party has any rights on the Services
- 8.5 Any external use of the other Party's name, trademark or logo requires prior written consent of the other Party. In case this prior written consent is given, the name, trademark or logo should always be used according to the guidelines of the Partner or the Company.

## **9. Liability**

- 9.1 To the extent permitted by law, the Parties shall not be held liable towards each other for the performance of their services under this Agreement, unless caused by gross negligence or wilful misconduct or omission. They shall in no circumstances be liable for any indirect or consequential loss or damage incurred by one Party in connection with the activities contemplated in this Agreement (such as a loss of profit or damage to reputation etc.).
- 9.2 In any event, each Party's liability cannot exceed twice the value of the Contribution of the Partner with the exclusion of external costs. The value of the Contribution of the Partner will be defined in advance in writing by both Parties.

## **10. Data protection**

- 10.1 During the term of the Agreement, in the context of delivering the Project that is the subject of this Agreement, either Party may be processing the personal data exchanged under the Agreement. The Parties acknowledge that, in relation to the processing of such personal data, each Party will be free to determine the lawful purpose and the means of such processing and therefore will act as separate data controller. In no event will this Agreement lead to a situation where the Parties can be considered joint controllers.
- 10.2 Each Party agrees to comply with its obligations under the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive

95/46/EC (General Data Protection Regulation) and any other applicable data protection laws. In particular, each Party shall:

- (i) process either Party's personal data for the purpose of
  - (a) managing the contractual relationship;
  - (b) complying with a legal obligation; and
  - (c) responding to requests from a competent supervisory authority or individuals;
- (ii) implement and maintain appropriate technical, organisational and security measures that are necessary to protect Personal Data processed under this Agreement from any accidental, unauthorized or unlawful use, destruction, loss or damage, as well as from alteration, access or processing personal data.

10.3 In addition, each Party shall:

- (i) maintain, and procure that its employees and agents keep, Personal Data confidential in accordance with the Parties' confidentiality obligations contained in this Agreement;
- (ii) notify the other Party in writing without undue delay, but no more than 48 hours after becoming aware of a personal data breach, and provide reasonable cooperation after becoming aware of a personal data breach relating to any personal data processed in the context of this Agreement;
- (iii) provide reasonable cooperation and assistance to the other Party and notify in writing without undue delay in relation to any request formulated by a data subject to exercise their rights to have access, correct, object or delete any Personal Data held about them in the context of the Agreement.
- (iv) notify the other Party in writing without undue delay and provide reasonable cooperation and assistance in the event of receipt of any request, allegation, complaint or the initiation of inspection proceedings by a competent Supervisory Authority, without undue delay for the adoption of the appropriate measures, if this affects the processing of personal data under this Agreement;
- (v) save where a Party has a duty to keep the other Party's personal data as required by the law, a competent supervisory authority and for client relationship purposes, delete or return all personal data to the other Party upon termination or expiry of this Agreement.

10.4 In case that the disclosure of personal data is required for the performance of the Agreement, the Parties will provide the data subjects with an adequate privacy notice regarding said disclosure.

10.5 Personal data of the Partner and of individuals representing the Company will be kept confidential. This data may only be used by the other Party if required by law or with prior written consent of the other Party.  
The Partner consents to the Company using their personal data they have provided as set out in **Appendix 3**.

## 11. **Anti-bribery compliance**

11.1 The Parties undertake to comply with any applicable anti-bribery regulations and codes relating to anti-bribery and anti-corruption (the "Anti-Bribery Laws"), including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010. The Partner is prohibited from offering or paying directly or indirectly anything of value to a government official or any other person, entity or institution covered under the Anti-Bribery Laws in order to:

- (i) win or retain business for the Company;
- (ii) improperly influence an act or decision that will benefit the Company;
- (iii) gain an improper advantage for the Company.

The Partner undertakes to keep accurate and transparent records to reflect transactions and payments. Should the Partner breach or have any reason to believe that it might have breached this section, it shall inform the Company immediately, in writing, and cooperate with the Company to investigate and document the facts.

11.2 The Partner will notify the Company if the Partner attains a position to influence purchasing decisions of a government entity of health-care-related institution (including a hospital, health board or any other institution of a similar nature). Such purchasing decisions may relate, for instance, to tenders issued by health authorities or decisions of formulary committees of public hospitals. In case of such notification by the Partner, the Company has the right to terminate this Agreement with immediate effect by written notice. The Partner shall also notify the purchase decision-maker in said institution of the Partner's financial relationship with the Company before any purchasing decision is made.

**12. Entire Agreement**

12.1 The Agreement constitutes the entire agreement between the Parties, and supersedes and replaces any prior or contemporaneous communications, representations or agreements between the Parties, whether express or implied, oral or written, including all previous agreements with regard to the subject matter of the Agreement, as well as all negotiations, conversations and discussions between the Parties. The Parties will therefore not be able to derive any rights from prior agreements.

12.2 Any amendment to the Agreement may be made only in writing and by mutual agreement between the Parties. The Parties agree that the use of a general (certified) electronic signature is sufficient, but also needed, to comply with any written form requirement.

**13. Disputes**


13.1 This Agreement shall be governed by and construed in accordance with the laws of Denmark. For any dispute arising in connection with the Agreement which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the courts of Copenhagen.

Brystkræftforeningen

Daiichi Sankyo Nordic ApS

Date: .....

Date:.....

DocuSigned by:  
  
 Anja Skjoldborg Hansen  
 Chairman  
 Signer Name: Anja Skjoldborg Hansen  
 Signing Reason: I approve this document  
 Signing Time: 31-Jan-2024 | 15:08:27 CET  
 921EC7A28F3248FCB7E7656265D7AED9

DocuSigned by:  
  
 Ingeborg van Wyk  
 Commercial Head Oncology Nordics  
 Signer Name: Ingeborg van Wyk  
 Signing Time: 01-Feb-2024 | 11:23:52 CET  
 6348A7E03DE74E60AEEC38B03F100033  
 DocuSigned by:  
  
 Tine Hougaard  
 Signer Name: Tine Hougaard  
 Signing Reason: I approve this document  
 Signing Time: 31-Jan-2024 | 14:30:29 CET  
 28FEAAD259F14E9F8AC508C961CEA32F

## **Appendix 1: Project details, Contributions, Financial terms and Confidentiality**

This order is issued in accordance with the Agreement signed on [Click here to enter a date](#) by the Parties.

### **I. Project Term**

Start date: 31.01.2024  
Date of completion: 28.02.24

### **II. Project Description**

Project Title: Content development for Conversation cards

**Purpose of Project:** Purpose of the project is to develop content for the **Conversation cards, to support the difficult conversations between MBC women and their relatives. The questions address the difficult conversations that are good for everyone to have, especially when death comes very close. Content will consist of 108 amount of questions/statements for the 54 amount of cards, etc.**

**Randi Krogsgaard is the patient representative for the development of the cards. She will support with input to the content, and will consult the MBC group, and test the cards there.**

Type of Project: **Conversation cards**

### **III. Governance**

We engage with a consultant regarding the content of the cards.

### **IV. Contributions and Financial terms**

The Contribution of the Company are described below.

The Project Costs are detailed as follows:

2 hours meeting start-up meeting  
3 x briefing/evaluation meetings  
580kr x 5 = 2900kr

The Contribution of the Partner will consist in the following: **Consultant with his knowledge in the PAG field**

The work provided by the Partner will be covered by the Project Costs and will be paid to the Partner. The Partner will issue an invoice addressed to **Brystkræftforeningen**.

All amounts referred to in this Agreement are expressed exclusive of VAT (added if applicable).