

Agreement for a Grant
Provided by
Eli Lilly and Company Limited (Company No. 284385)
and
Brystkræftforeningen (CVR 21 43 88 71)

Section 1: Scope of the Agreement

This Agreement (hereinafter referred to as the “Agreement”) sets forth the general terms under which Lilly UK agrees to provide a Grant to the Recipient Organisation Brystkræftforeningen following receipt of the unsolicited request dated 11th November 2024.

Lilly ACDD reference number: LI01-27963.

Section 2: Description and Objective of the Grant

- Brystkræftforeningen is an independent non-profit organisation led by volunteers which aims to inform, educate and support people with breast cancer. The organisation has worked to secure that people with breast cancer in Denmark are diagnosed quickly and will be offered specialised treatment and effective rehabilitation. It does this through information, communication and educational activities via 9 locations across Denmark for over 2000 members.
- They arrange activities as disease specific educational presentations by health care staff, educational events (as self-examination etc.), gatherings, local outings, participation in national cancer specific activities etc.
- The grant will support the purchasing of 10 Breast Models to be used for educational purposes.
- This is a single, one-off payment for 8308DKK.
- The grant will only fund project costs, not operational costs.

The objective of the Grant is to help those with breast cancer by supporting the purchase of 10 Breast Models (the “Objective”).

Section 3: Use of Grant

It is hereby explicitly agreed by the Parties that Lilly UK has given the Grant* on the condition that it is used solely in accordance with the Objective set out in Section 2 above and shall not be used for any other purpose or objective without Lilly’s prior written consent.

Section 4: Disclosure of the Grant

Brystkræftforeningen must publicly acknowledge that the Grant has been provided by Eli Lilly and Company Limited.

The parties agree not to disclose the terms of this Agreement to any third party without the prior written consent of the other party.

Transparency

Lilly UK has a commitment to openness and transparency with regard to any Grants or Donations. The Recipient Organisation hereby acknowledges and agrees that Lilly UK reserves the right, in its sole discretion, to disclose information regarding the Grant, including the Recipient Organisation's name, and the amount or value of benefit in kind of the Grant.

The ABPI Code of Practice requires that details of pharmaceutical company financial support and/or significant indirect/non-financial support be made publicly available. For Patient Organisations, this must include a description of the nature of the support that is sufficiently complete to enable the average reader to form an understanding of the significance of the support. This must be updated at least once a year. Further details can be found in the ABPI Code of Practice. Payments to healthcare organisations are disclosed on the ABPI website. Lilly UK will publish details of funding to Patient Organisations on <https://lillypad.eu>. Patient, user and consumer groups may also decide to publish details of pharmaceutical company funding.

Social media

If the Organiser will post any content related to the Grant on social media, the Organiser will ensure that the content includes an acknowledgement of Lilly's Grant.

Section 5: Payment and Cancellation Terms

The funding shall be transferred to the Recipient Organisation's bank account as a total lump sum of 8308DKK excluding VAT from Lilly UK to the Recipient Organisation. It shall be payable within sixty (60) days from the signature of this Agreement.

If, for whatever reason, the Recipient Organisation cannot use all or part of the Grant for the Objective as described herein, the Recipient Organisation will refund or return to Lilly UK the full or, if portions of the Grant have been used in accordance with this Agreement, unused portion of the Grant amount without undue delay.

Section 6: Term and Termination of the Agreement

This Agreement will come into force on the date it is last signed below, or the certification date, whichever is the later and shall remain in force until the completion of both Parties' obligations.

This Agreement may be terminated by either Party at any time before the transfer of the funds or actualization of the donation.

Section 7: Compliance with Laws and No Improper Influence

The Recipient Organisation agrees to avoid taking any action that would prevent Lilly from complying with, all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act, and laws enacted to implement the Organisation of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

The Recipient Organisation acknowledges that Lilly's decision to enter into this Agreement is not intended to, and should not, influence the decision of any person or institution to prescribe Lilly's medicines or otherwise influence any pending or future business of Lilly.

The Recipient Organisation confirms that it is unaware of any improper benefit requested or received by any party in connection with this Agreement.

Section 8 : Intellectual Property

The Recipient Organisation and Lilly UK acknowledge as follows:

All rights in the Lilly logo or trade mark or any other trade mark or logo held by Eli Lilly and Company Limited or its affiliates (the "Lilly Marks"), including any goodwill associated with them, shall be the sole and exclusive property of Lilly UK and the Recipient Organisation shall not acquire any rights in Lilly's logo and trade marks. The Lilly Marks must be used in accordance with Lilly's written instructions.

Section 9 : Trade Sanctions

The Recipient Organisation agrees to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), and European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).

The Recipient Organisation represents and warrants that neither the Recipient Organisation, its directors, executive officers, agents, shareholders nor any person having a controlling interest in Recipient Organisation are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the transaction agreed under this Agreement, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea, Syria and Venezuela but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). The Recipient Organisation further represents and warrants that the Recipient Organisation shall notify Lilly UK in writing immediately if the Recipient Organisation or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in the Recipient Organisation becomes a Restricted Person or if the Recipient Organisation becomes directly or indirectly owned or controlled by one or more Restricted Persons.

Section 10 : Privacy Notice

This agreement is made between the Recipient Organisation and Lilly UK however as the Recipient Organisation signatory is providing business contact information please note the Privacy statement below.

Your personal information, including your name and business contact details, has been obtained from this contract. It will be used by Lilly UK, or third parties acting on our behalf, for contacting you in relation to this agreement.

We may also use the information to meet legal or regulatory obligations, inclusive of company record retention. You do not have to share your information with us, but if you choose not to share your information, we will not be able to execute this agreement.

We may share your personal information with third parties to whom the personal information may be disclosed for purposes consistent with those identified in this notice. All third parties that have access to your information have agreed to protect the information and to use it only as directed by us.

We may be required to disclose your information in response to lawful requests by public authorities, including to comply with national security or law enforcement requests. Your information will be saved for a period of time needed to fulfil legitimate and lawful business purposes in accordance with Lilly's records retention policies and applicable laws and regulations.

We may transmit personal information about you to other Lilly affiliates worldwide. These affiliates may in turn transmit personal information about you to other Lilly affiliates. Some of Lilly's affiliates may be located in countries that do not ensure an adequate level of data protection. Nevertheless, all of Lilly's affiliates are required to treat personal information in a manner consistent with this notice. To obtain additional information regarding the basis for transfers and safeguards that Lilly has in place for cross-border transfers of personal information, please contact us at privacy@lilly.com or visit <https://www.lilly.com/privacy>.

We provide reasonable physical, electronic and procedural safeguards to protect information we process and maintain. For example, we limit access to your information to authorised employees, agents, contractors, vendors, subsidiaries, and business partners, or others who need such access to information to carry out their assigned roles and responsibilities on behalf of Lilly. Although we try to protect the information we process and maintain, no security system can prevent all potential security breaches.

You have the right to request information from us on how your personal information is being used and with whom it is being shared. You also have the right to request to see and get a copy of the personal information that Lilly has about you, request its correction or request it be deleted. These requests should be sent to privacy@lilly.com or the following address: c/o Data Privacy contact, Eli Lilly and Company Limited, Lilly House, Basing View, Basingstoke, Hampshire, RG21 4FA.

If you wish to raise a complaint on how Lilly has handled your personal information, you can contact Lilly's Data Protection Officer at privacy@lilly.com who will investigate the matter. If you are not satisfied with Lilly's response or believe we are processing your personal information not in accordance with the law you can register a complaint with a Data Protection Authority (DPA).

Section 11 : General Provisions

Entire Agreement

This Agreement cancels and supersedes all prior agreements between the Parties on the subject matter hereof and embodies all of the understandings and obligations between the Parties concerning the said subject matter.

Liability

The Parties agree and acknowledge that this Agreement is concluded as per Clause 23.2 of the ABPI Code of Practice upon Lilly's approval of the Recipient's unsolicited request for the Grant/Donation. Nothing in this Agreement obliges Lilly to proceed with the Grant/Donation and Parties are entitled to withdraw from the the Agreement without being liable to the other Party.

To the extent permitted by law, Lilly UK shall not be liable for any loss, damage, injury or expense suffered or incurred by the Recipient Organisation or by any third party howsoever arising and howsoever caused and whether in negligence or otherwise by reason of receipt or use of the Grant.

Governing law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Section 12 : Agreement

The Recipient Organisation and Lilly UK agree to enter into this Agreement

Eli Lilly and Company Limited		Brystkræftforeningen	
Name	<i>[Associate VP for Finance, NE Hub, or their documented delegate]</i>	Name	Anja Skjoldborg Hansen
Signature		Signature	
Date of Signature		Date of Signature	10-09-25
Position		Position	Formand