

**SPONSOR AGREEMENT**

**SANOFI-AVENTIS DENMARK A/S**, a corporation registered under the laws of Denmark under the registration number 19064301, having its principal place of business located at Slotsmarken 13, DK – 2970, HØRSBOLM, Denmark, represented for the purposes hereof by Charlotte Vestergaard, General Manager, **Sanofi Genzyme**,

hereinafter referred to as "**COMPANY**",

**on the one hand,**

**AND**

PROPA (Prostatecancer organization), a company registered in Denmark, under the number 32593739, having its registered offices located at Jernbanegade 23B, 4000 Roskilde, represented by Axel Petersen, Chairman.

hereinafter referred to as the « **Institution** »,

**on the other hand**

**WHEREAS**

- A. Company is a diversified human healthcare company engaged in the research, design, development, production, marketing, distribution and sale of medicinal products and services;
- B. Institution is a patient organization.
- C. Institution will produce two movies for 'OBS' (Oplysning til Borger om Samfundet), 1. Attention of Prostate Cancer and 2, Living with Prostate Cancer - see attachment and
- D. Institution has requested Company to support the Event by means of a financial contribution and Company has agreed to do so;

**2. Obligations of Recipient**

- 2.1 The Financial Contribution is given solely for the following activities and shall not be used by Recipient for any other purpose without Company's prior written consent:

*Production of the 2 movies*

Financial Contribution by the Company that will not be used by the Institution for the above Event must be returned to the Company.

- 2.2 Recipient acknowledges the fact that Company is a pharmaceutical company and can only financially support the Event if the Event as such and the hospitality extended in the context of the Event meet the requirements of the EFPIA Code for the Promotion of Medicines and any applicable National Code for the Promotion of Medicines. In view thereof, Recipient represents and warrants that in the organization and execution of an Event it shall abide by aforesaid requirements and, more generally, refrain from any acts and activities that (may) affect the legitimacy of Company's Financial Contribution.

2.3 If required by applicable law, Company shall ensure public disclosure of the Financial Contribution made by Company. Furthermore, Recipient shall undertake to

- Publicize name of Company – Sanofi Genzyme – when presenting the films for the members of the Organization

### 3. Financial undertakings

3.1 Company has undertaken to fund *the project* in the amount of DK 50,000 in respect of the abovementioned project.

### 4. Transparency – Anti Bribery

4.1 The parties agree that the content of this agreement may be disclosed to a third party, who shall also have the right to examine the agreement.

4.2 Institution warrants, represents and undertakes that (a) it will comply with the requirements of all applicable anti-bribery legislation both national and foreign, and; (b) it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to (i) any individual, (ii) corporation, (iii) association, (iv) partnership, or (v) public body, (including but not limited to any officer or employee of any of the foregoing) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to Company *by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. Institution shall immediately notify Company if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to ensure the warranties set out above. Failure to comply with such warranties will be deemed a material breach of this Agreement.*

### 5. Consultation, evaluation

5.1 Institution has appointed Axel Petersen as its contact person on issues relating to this agreement

5.2 Company has appointed Charlotte Hvelplund as its contact person on issues relating to this agreement

5.3 After completing the activity the parties shall jointly evaluate *the project* and collaborative partnership attributable to this project.

### 6. Term and early termination

6.1 This agreement applies from the signing of this agreement until March 30<sup>th</sup>, 2018.

6.2 If either party materially fails to fulfil its obligations under this agreement and does not correct such failure within reasonable time alternatively, Institution days of being notified thereof by the other party, the other party shall have the right to cancel this agreement with immediate effect.



**7. Applicable Law and Dispute Resolution**

- 7.1 This Agreement shall be governed by the laws of Denmark, without giving effect to the conflict or choice of law provisions thereof.
- 7.2 This Agreement is legally binding when signed by an authorized representative of each party. A signed Agreement may be delivered by any reasonable means, including facsimile or other electronic transmission.

This agreement has been drawn up in two (2) identical copies, of which the parties have taken one each.

INSTITUTION

Date: 29/12-2017

Name: Axel Petersen

Title : Chairman

Signature:



COMPANY

Date: Dec 21, 2017

Name: Charlotte Vestergaard

Title : General Manager

Signature:

  
charlotte Vestergaard (Dec 21, 2017)

INSTITUTION

Date:

Name:

Title :

Signature:

**AMENDMENT N° 1  
to the Sponsor Agreement**

**CONTRACT REFERENCE:** 20171229 Collaboration Agreement

**CONTRACT EFFECTIVE DATE:** 29<sup>th</sup> December 2017

**AMENDMENT 2 EFFECTIVE DATE:** February 8<sup>th</sup>, 2018

**BY AND BETWEEN**

**PROPA ("Organisation")**

Jernbanegade 23B, 4000 Roskilde  
CVR.no. 32593739

**and Sanofi-Aventis Denmark A/S ("Sanofi Genzyme")**

Address Slotsmarken 13, DK – 2970, HØRSHOLM, Denmark  
CVR no. 19064301

Organisation and Sanofi shall hereinafter together be referred to as the "Parties" or individually as a "Party".

With this Amendment Sanofi Genzyme informs PROPA of the disclosure:

**Disclosure**

The Agreement shall be publicly disclosed on the Company's website until 6 months' after signature.

**ORGANISATION**

Date: 12 FEB. 2018

Name: Axel Petersen

Title: Chairman

Signature: 

**COMPANY**

Date: 08 FEB 2018

Name: Charlotte Vestergaard

Title: General Manager

Signature: 