

## DONATION AGREEMENT

This Agreement shall become effective as of date of last signatory by and between:

Novo Nordisk Scandinavia AB  
Region Denmark  
Att.: Kasper Nørremark (KPNM)  
Ørestads Boulevard 108, 6.  
2300 København S  
CVR No. 25676483  
(hereinafter referred to as 'Novo Nordisk')

and

Danmarks Bløderforening  
Kompagnistræde 22, 2. sal baghuset  
1208 København K  
11 80 29 90  
(hereinafter referred to as 'Recipient')

Novo Nordisk and Recipient are hereinafter also referred to individually as 'Party' and collectively as 'Parties'.

### PREAMBLE

WHEREAS Recipient, is seeking support for Telemedicin i Bløderbehandling, further development of patient application as described herein (hereinafter referred to as 'Activity'), and has requested that Novo Nordisk supports the Activity]; and

WHEREAS Novo Nordisk, on the basis of Recipient's letter of August 23rd 2018, found that the Activity is a worthy project to support; and

WHEREAS As part of Novo Nordisk's commitment to be a partner in haemophilia, to strive for better care for patients and specifically for this project to increase the distance from the patient to the haemophilia treatment centre, Novo Nordisk wishes to provide funding (hereinafter referred to as the 'Donation') for the Activity.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the Parties agree as follows:

### 1 Purpose and Scope

1.1 The purpose and scope of the Activity is to develop a coherent digital concept for treatment of people with bleeding disorders (PBD). The concept consists of new digital tools for registration and self-management, new work flows for patients and healthcare professionals and new organization of the clinical work, as elaborated in Appendix 1.

1.2 Recipient agrees that the Donation may only be used by Recipient for the purpose as described in Clause 1.1 above as specified in Recipient's request letter, which is attached to this Agreement in Appendix 1.

- 1.3 Recipient agrees that all expenses covered by the Donation must be reasonable, bona fide, and fully documented.
- 1.4 The Recipient shall in relation to publications of the Activity and its execution properly disclose the Donation by Novo Nordisk pursuant to this Agreement.
- 1.5 After completion of the Activity the Recipient will within 1 month, document use of the Donation by
- Send "Thank you letter" with documentation of the use of Donation for the intended purpose
  - Include in invoice documentation of use of Donation for the intended purpose
  - Send photos or other documents documenting the intended use of Donation

To any of the above type of specifications Recipient will attach a written specification of the expenses as further described in Clause 3.2.

## **2. STATUS OF THE PARTIES**

- 2.1 Recipient will act independently of Novo Nordisk and shall perform in its own name and for its own account for all purposes and at all times. The Parties acknowledge that the relationship between them is that of independent contractors, and not that of employer and employee, nor principal and agent, nor partners in a joint venture, nor any similar relationship whatsoever. Neither Party shall exercise control over the business or activities of the other Party, and neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the other Party, or in any other way to act on behalf of, or to bind, the other Party.

## **3. FINANCIAL SUPPORT**

- 3.1 Novo Nordisk agrees paying Recipient the amount of 100.000 incl VAT as support to the Activity.
- 3.2 Recipient shall provide Novo Nordisk with a written specification of the expenses actually paid by the means of this Donation within 1 month of the finalization of the Activity. If the entire Donation is not spent, the remaining unspent amount shall be refunded to Novo Nordisk.
- 3.3 **ANY PAYMENT PAYABLE BY NOVO NORDISK UNDER THIS AGREEMENT IS SUBJECT TO RECEIPT BY NOVO NORDISK OF AN INVOICE ALLOWING FORTY FIVE (45) DAYS FROM RECEIPT BY NOVO NORDISK OF SUCH INVOICE UNTIL SETTLEMENT.** For the avoidance of doubt, all bank fees related to receipt of interbank transfers must be borne by the Recipient.
- 3.4 The invoice from the Recipient must be submitted to Novo Nordisk in original and must contain the following data:
- Name and address of Recipient
  - Place and date of invoice
  - Name and address of Novo Nordisk as recipient of invoice
  - Description of the Activity

- Amount and currency/in kind support
- Recipient's bank account details/delivery address
- Signature of Recipient

In case the Activity is subject to VAT, the invoice must also contain obligatory data in accordance with the provisions of the applicable VAT laws. All payments shall be made via bank transfer according to the invoice details.

#### **4. CHANGES**

- 4.1 In case of changes to the Activity and/or the activities agreed to be performed as part thereof, including changes in the time schedule, as described in Clause 1, Novo Nordisk shall immediately be informed of any such change and the parties shall discuss any impact the changes may have on the Donation by Novo Nordisk or any other relevant change of the terms and conditions of this Agreement. Failure to comply with this clause obliges the Recipient to repay the Donation amount within fourteen (14) days after receiving repayment demand from Novo Nordisk.

#### **5. PUBLICITY**

- 5.1 Recipient may not use Novo Nordisk's name, logo, trademarks, service marks, products, other aspects of Novo Nordisk's corporate identity or any other material protected by intellectual property rights of Novo Nordisk in any advertising or publication of any type without prior written approval of Novo Nordisk. Any use of Novo Nordisk's name, logo or trademarks shall be in compliance with Novo Nordisk's Brand Manual (<http://brandmanual.novonordisk.com>).
- 5.2 Novo Nordisk can use Recipient's name, logo or trademarks and may make publications concerning Novo Nordisk's contribution to the Activity with prior consent of Recipient.
- 5.3 Novo Nordisk will publish information relating to this Donation on Novo Nordisk's website ([www.novonordisk.dk](http://www.novonordisk.dk)) as required by law. The information will be publically available for at least 6 months from the effective date of this Agreement, or the duration otherwise required by the relevant law(s).
- 5.4 Recipient will publish information on the Donation on the Recipient's webpage. The information will include the amount (in DKK) of Donation and, if applicable, any in kind transfer, cf. the Danish Pharmaceutical Promotional Act (Reklamebekendtgørelsen) § 21. Publication must be made ensuring that support received from pharmaceutical companies is clearly separated. The information must be available on the Recipient's webpage no later than one (1) month after the Recipient received the Donation. The information must be publically available for at least two (2) years.

#### **6. DURATION AND TERMINATION**

- 6.1 This Agreement shall remain effective until the latter of (i) 60 days after completion of the Activity, or (ii) on 31st December 2019.
- 6.2 Either Party may terminate this Agreement with immediate effect in the event that the other Party has materially breached or defaulted on the performance of any of its obligations hereunder and such default has continued for thirty (30) days after written notice thereof was provided to the breaching Party by the non-

breaching Party. Any termination shall become effective at the end of such a thirty (30) day period unless the breaching Party has remedied any such breach or default prior to expiry of the thirty (30) day period.

6.3 Upon termination either Party may seek remedies for breach of this Agreement.

## **7. MISCELLANEOUS**

7.1 Recipient is solely responsible for the Activity. Novo Nordisk supports the Activity as outlined in this Agreement but does not influence its content which independently is decided upon by Recipient.

7.2 Recipient shall ensure that Novo Nordisk is disclosed as providing support to the Activity in connection with the Activity.

7.3 Recipient shall ensure that, in the performance of the Activity, Recipient complies with all applicable laws, standards and regulations, including any code of practice and other applicable guidelines, including laws and regulations on bribery, corruption and prohibited business practices. Recipient shall not give or receive bribes to obtain undue or improper advantages, and shall refrain from offering gifts and/or entertainment to the Activity participants.

7.4 Recipient and Novo Nordisk agree that the arrangements and payments set out in this Agreement do not act as and are not intended to act as an incentive or reward for a person's past, present or future willingness to prescribe, administer, recommend, purchase, pay for, reimburse, authorize, approve or supply any product or service sold or provided by Novo Nordisk or otherwise support Novo Nordisk's products or services.

7.5 Recipient represents not being aware of any conflict of interest that would prevent Recipient from accepting the Donation from Novo Nordisk.

7.6 The Donation is given by Novo Nordisk subject to it being approved by a duly authorized person within the Recipient's organization. Recipient confirms by its signature below that this is the case.

7.7 The Parties declare that the Recipient shall be free to collaborate with several pharmaceutical companies and that the Novo Nordisk shall be free to collaborate with one or more organisations. The Parties further state that their relations shall not involve exclusive rights with respect to specific products or therapeutic areas.

7.8 Novo Nordisk shall not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines that are not due to any act or omission by Novo Nordisk.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

8.1 The Parties shall use commercially reasonable efforts to settle all matters in dispute amicably. Any dispute arising out of or in connection with this Agreement must be settled by Danish courts.

8.2 This Agreement shall be construed and interpreted pursuant to the laws of Denmark to the exclusion of any rule that would refer the subject matter to another forum.

**9. COMPLIANCE HOTLINE**

9.1 Novo Nordisk contract parties have the opportunity to report securely and confidentially suspected misconduct through the Novo Nordisk compliance hotline. Reports may be made in the following areas: serious improper conduct contrary to the Novo Nordisk Way; financial fraud; business ethics misconduct; quality standards misconduct; and serious misconduct related to procedures for occupational health and safety, responsible sourcing and external environment. Information about using the compliance hotline and other possibilities to report suspected misconduct can be found at <http://www.novonordisk.com/contact-us/compliance-hotline.html>. Recipient agrees to make relevant personnel in its organization aware of the availability of this compliance hotline.

**10. DISCLOSURE REQUIREMENTS**

10.1 Novo Nordisk will make publicly available a description of the Donation provided hereunder together with the name of Recipient. According to local regulations Novo Nordisk may in addition make this Donation Agreement publicly available.]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement.

Date: 14 november 2018

Date: 01 November 2018

On behalf of Recipient:

On behalf of Novo Nordisk:

DocuSigned by:  
*Karen Binger Holm*  
46A0A742616D4F7...

Name: Karen Binger Holm  
Title: Sekretariatsleder

DocuSigned by:  
*Kasper Nørremark*  
2DD3E6933862466...

Name: Kasper Nørremark  
Title: Medical Advisor

## Appendix 1

### The specific 'Activity' (activities) in scope for the 'Donation':

1. Development of notification design – 27.500 DKK
2. Development and setup of notification motor and webservice – 77.000DKK

### Background of the project under which the 'Activity' is a minor part:

The Danish Haemophilia Society (DHS) initiated the project in 2015. The basis was a longstanding demand from DHS members to optimize and digitalize the treatment of PBD. PBD have until now registered treatment of bleeding episodes and use of medicine on handwritten documents. A Quality of Life survey conducted by DHS in 2012 shows that only 1/3 of the adult PBD register bleeding episodes and medicine use systematically. The survey also shows that PBD have pain and experience joint damages.

The foundation for this project is the belief that new digital tools in treatment of PBD should be based on the wishes and needs among both patients and healthcare professionals. To that account, a preliminary study was conducted disclosing the specific needs for digital tools among PBD and healthcare professionals. Additionally a second analysis assessed the economic potential by using telemedicine tools in treatment of PBD. The analysis estimated a cost reduction of approximately 12 million DKK over five years by optimizing medicine use and stock management.<sup>1</sup> Furthermore, in 2016 The Danish Council for the Use of Expensive Hospital Medicines (RADS) published the first haemophilia treatment guidelines. The guidelines recommend registration of haemophilia treatment in the patient's own home should be assisted by a digital it-tool to improve the chances of immediate and correct registration.

Alltogether, these inputs were used to raise the initial funding for the project. The Danish Health Authority granted 2 million DKK, The Health Foundation granted 350.000 DKK and Ledelsesforum for IT (Central Denmark Region) granted 100.000 DKK. In addition, the software and design company Journl joined the project as part of a public-private innovation collaboration (OPI). Journl invested another 984.000 DKK in the project. With these funds, the partners were able to develop and test a functional patient application and clinical interface. Both based on needs and demands from PBD and healthcare professionals.

### Organization:

In 2015 DHS initiated the commencing of a partnership between all relevant partners. Together they formed the project group responsible for continuous development of digital support for patients and healthcare professionals in treatment of PBD.

- The Haemophilia Treatment Centers at Aarhus Universitetshospital and Rigshospitalet
- Telemedicine Centers in the Central Denmark Region and the Capital Region
- The hospital pharmacies in the Central Denmark Region and the Capital Region
- The Danish Haemophilia Society
- The global supply chain standard organization GS1 Standard

Center for Telemedicine, Central Denmark's Region handles the project management. They work in close collaboration with Centre for Haemophilia and Thrombosis, Aarhus Universitetshospital and The Danish Haemophilia Society.

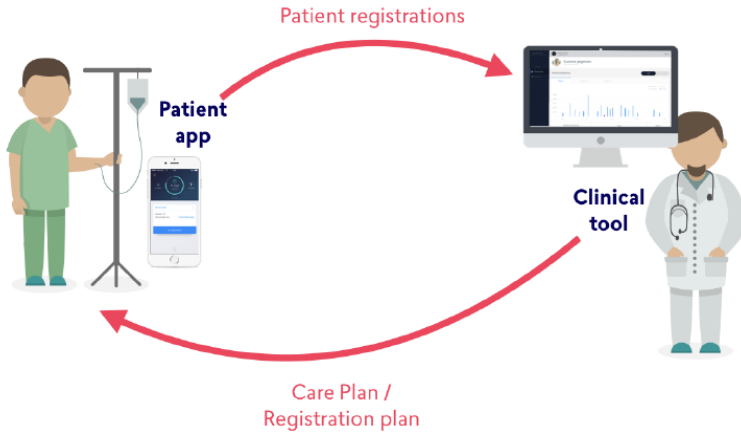
A panel of PBD followed the project with the objective of ensuring patient interest and patient value of new digital tools in treatment of PBD.

### Patient application and clinical interface

Testing of the patient application and clinical interface prototypes took place between November 2017 and February 2018. Approximately 45 PBD participated in the test along with five health care professionals from Aarhus Universitetshospital and Rigshospitalet.

### The platform

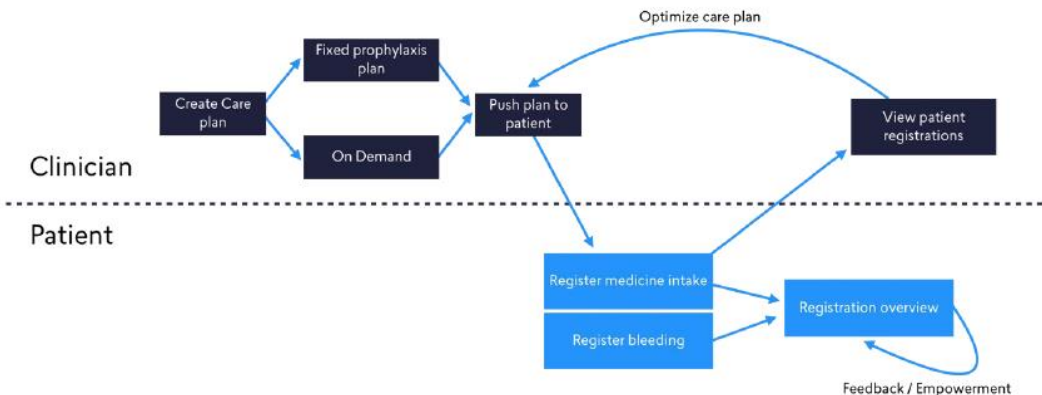
The digital platform for decision support in haemophilia treatment is comprised of a patient app, a clinical tool and a backend making it possible to exchange data between clinician and patient.



### The flow between patient and clinician

Treatment of the patient begins by the clinician creating a care plan (medicine plan) for the patient and pushing it to the patient's app. With the care plan on the patient's app the patient will be able to see when they should take their prescribed prophylaxis medicine doses. In case of a bleeding incident the patient is also able to register the bleeding and the circumstances around it. The registration data is visualized in the app which gives the patient relevant insight into their compliance and bleeding patterns empowering them to optimize their behaviour.

All data is accessible to the clinician for them to view registration data and use it to optimize care plans without the need for patients to travel to the hospital. The optimized care plan can then be pushed to the patient's device.



### Patient app

The Patient receives positive feedback when opening the app on their smartphone (native iOS or Android) where the top half of the screen is dedicated to giving feedback to the patient by showing their record streak and current run of days without bleeding which motivates the patient to focus on prohibiting future bleedings.

*Recipient's initial request letter of 23<sup>d</sup> of august and letter with detailed budget dated the 11<sup>th</sup> September 2018 are attached to this agreement.*