



## **EVENT AGREEMENT**

This Event Agreement ("**Agreement**") is entered into as of April 27, 2015 ("**Effective Date**") by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark ("**Novartis**") and DSKMS Danish Society of Chronic Myeloid diseases( CVR-nr. 32501796), an Organization incorporated under the laws of Denmark, located at Heslegårdsvej 41, 2900 Hellerup, ("**Recipient**"). Novartis and Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Parties have discussed an event which is being organized by Recipient (as described in **Exhibit B**)

WHEREAS, Novartis wishes to support the Activity with the Amount (as defined in **Exhibit A**); and

WHEREAS, Recipient accepts the Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

### **1. OBLIGATIONS OF NOVARTIS**

- 1.1 Novartis shall provide the Amount as set forth in Exhibit A solely to support Recipient in performing the Activity as set forth in Exhibit A.
- 1.2 **Statement of Purpose.** The Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis' products. The Amount is based upon a budget provided to Novartis by Recipient reflecting a good faith estimate of the actual cost of the Activity. The Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.
- 1.3 **Novartis Responsibility.** Recipient agrees that Novartis' responsibility is solely to provide the Amount stated in Exhibit A. Novartis will not be liable to Recipient or to any other person for the Activity or the use of the Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Recipient to return the Amount and take other corrective action if Recipient breaches this Agreement.

### **2. OBLIGATIONS OF RECIPIENT**

#### **2.1 Use of Amount.**

- (a) Recipient shall use the Amount solely for the Activity and shall not use the Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Recipient



undertakes to independently contact Novartis in the event any part of the Amount has not been used for the Activity so that such amount can be refunded to Novartis without undue delay.

- (b) Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Activity. Recipient warrants that the Activity is compliant with all such requirements.
- (c) Recipient is solely responsible for the manner in which the Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Activity and the use of the Amount. Any claims for payment from third parties involved in the Activity are the sole responsibility of Recipient and Novartis will not fund any additional amounts for the Activity.

## 2.2 Objectivity & Balance.

- (a) If the Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, the discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Activity will include a discussion of multiple treatment options, and will not focus on a single product.
- (b) Recipient will ensure that any titles or overview information relating to the Activity will fairly and accurately represent the scope of the planned activity.
- (c) If required, Recipient is responsible for selection of presenters, moderators and collaborators for the Activity. Novartis will not control the planning, content, speaker selection or execution of any Activity. If Novartis suggests presenters, moderators or collaborators, Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

## 2.3 Disclosure of Financial Relationships.

- (a) Recipient will: (i) disclose, to all audiences and in all publications relating to the Activity, that Novartis has provided support to the Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Recipient which a reasonable and ethical person would expect to be disclosed.
- (b) Novartis may disclose publicly the financial and non-financial support provided to Recipient, including, without limitation, the Recipient's identity, the Amount and purpose of the support.

## 2.4 Ancillary Activities.

- (a) If the Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the





country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Activity.

- (b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Activity is at the sole discretion of Recipient. Meals and/or receptions, if any, will be modest and conducive to the Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.
- (c) **Reconciliation of Expenses.** At the conclusion of the Activity, Recipient shall provide Novartis with a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Amount not incurred in the implementation of the Activity. In addition, Recipient will retain appropriate records of the Activity and the use of the Amount and will provide copies of the records to Novartis on request to confirm that the Amount has been used in accordance with this Agreement.

**3. GENERAL**

- 3.1 **Entire Agreement.** This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.
- 3.2 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in Denmark.
- 3.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

**NOVARTIS HEALTHCARE A/S**

***Professional name of Recipient***

Date: 27-4-2015

Date: 20/5/15

Signature: 

Signature: 

Name: Susanne Strauss Rasmussen


Name: Christen Lykkegaard Andersen

Title: Franchise manager hematology

Title: Sekretær - DSKMS



Date: 2015-04-27

Signature: 

Name: Magnus Gisel

Title: Business Unit Head



**EXHIBIT A**  
**AMOUNT & ACTIVITY**

Amount: **20.000** DKK

Activity:

Christen Lykkegaard Andersen  
Reservelæge  
Bestyrelsesmedlem, DSKMS

16/4/15

ATT: Susanne Strauss

Kære Susanne Strauss

Undertegnede ansøger herved Novartis om økonomisk støtte til afholdelse af møde i Dansk Studiegruppe for Kroniske Myeloide Sygdomme (DSKMS) i Odense den 6. maj 2015, hvor temaet er planlagt at omhandle Philadelphia-positive kroniske myeloproliferative neoplasier.

Der er også rettet henvendelse til andre medicinalfirmaer herom. Lokalerne giver mulighed for at købe standpladser til 2.000 kr./m<sup>2</sup>. Der udbydes pladser fra 5m<sup>2</sup> til 10 m<sup>2</sup>. Udstillingspladserne vil være i de lokaler, hvor der serveres kaffe i pauserne, mens det faglige program afholdes i et tilstødende lokale. Firmaer, der køber standplads, vil blive nævnt i agendaen.

**BUDGET**

Prisen er inklusiv lokaleleje i plenum, standard AV-udstyr, trådløs internetadgang, moms og isvand i plenum mellem måltiderne.

- Formiddagskaffe, the med brød og tilbehør samt frisk frugt, isvand i lokalet
- Frokostenretning, inklusiv en øl eller vand
- Eftermiddagskaffe, the med kage og frisk frugt

Pris pr. person 695,00

Forventet antal deltagere 40

Med venlig hilsen

Christen Lykkegaard Andersen, sekretær - DSKMS



The Amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Recipient at the following email address: **Christen Lykkegaard Andersen** <**christenla@gmail.com**>

When effectuating the payment Novartis will include the following reference: **[the reference should be provided by the Recipient and is needed in order for the Recipient to be able to book the incoming payment correctly]**



## EXHIBIT B

### EVENT REQUEST LETTER

Christen Lykkegaard Andersen  
Reservelæge  
Bestyrelsesmedlem, DSKMS

16/4/15

ATT: Susanne Strauss

Kære Susanne Strauss

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