



Sponsoring Agreement

between

Horizon Pharma Europe B.V.

(formerly known as Raptor Pharmaceuticals Europe B.V.)

Unit Orphan Drugs

Naritaweg 165

1043 BW Amsterdam

The Netherlands

hereinafter “**Sponsor**” -

Cystisk Fibrose Foreningen

(Danish *Cystic Fibrosis Association*)

Blekinge Boulevard 2

2630 Taastrup

Denmark

hereinafter “**Organizer**” -

Sponsor and Organizer are each referred to as a “**Party**” and jointly as the “**Parties**” -

Preamble:



The Sponsor is a pharmaceutical company that has an Orphan Business Unit that focuses on research and development and on marketing of medicinal products for rare diseases. The Sponsor supports physicians, other healthcare professionals and patient organizations *inter alia* through information and continuing and professional education. To this end, the Sponsor wishes to provide financial support for the Organizer's project which is described below and in **Appendix A**.

Now, therefore, the Parties enter into the following Sponsoring Agreement:

1. The Organizer shall organize the following event (the "**Project**"):

Project:	Cystic Fibrosis Association psychologist offers to members with cystic fibrosis and their families.
Place:	Taastrup, Denmark
Duration:	1 year (2016)

A more detailed description of the Project is attached the Sponsoring Agreement as **Appendix A**.
2. The Organizer bears the exclusive responsibility for planning, organizing and implementing the Project. The Organizer shall carry out the Project, as well as associated activities and marketing with care, skill and diligence in accordance with all applicable laws, regulations, guidelines and industry codes, including, but not limited to, the Danish Executive Order on Advertising of Medicinal Products (in Danish: *Bekendtgørelse om reklame mv. for lægemidler*), the Danish Act on Marketing of Health Services (In Danish: *Lov om markedsføring af sundhedsydelser*), the Danish Executive Order on Health Services (In Danish: *Bekendtgørelse om markedsføring af sundhedsydelser*) and the Ethical Rules for Collaboration with Patient Groups, etc. (in Danish: *Patientforeningskodekset*) issued by the Ethical Committee for the Pharmaceutical Industry as well as generally acceptable academic and scientific standards.
3. The Organizer is not obliged to follow any instructions from the Sponsor regarding the specific content of the Project.
4. The contribution from the Sponsor is not conditional upon the Organizer taking specific stands on professional and political issues.
5. The Sponsor must never use the Organizer's logo or name, or otherwise refer to the collaboration with Organizer, except by prior written agreement between the Parties.
6. The Sponsoring Agreement is not an exclusive agreement. The Organizer is always free to collaborate with other pharmaceutical companies. Likewise, the Sponsor are free to collaborate with other patient organizations.
7. The Sponsor shall in no event be liable towards any speaker, attendant, person or company involved in the Project.
8. The Organizer is not a representative of the Sponsor, and undertakes not to present itself as such.



9. The Organizer grants the Sponsor the opportunity to appear as follows in relation to the Project:
 - The Sponsor shall be mentioned as a supporting company on the Organizers website in accordance with the rules in the Executive Order on Advertising of Medicinal Products. The information must be published on the website of the Organizer in such way that the value of economic advantages is specified for the Sponsor. Furthermore the information must be available on the website no later than one month after the Organizer received the economic advantage and must remain available on the website for at least two years.
 - The Sponsor shall be informed on the annual progression and the final (aggregated) outcomes of the Project.

The Organizer has provided a plan for the Project to the Sponsor which follows from the attached **Appendix A**. The Organizer shall inform and provide Sponsor with all amendments to the plan for the Project, and, insofar reasonably requested by the Sponsor all presentations and other materials presented that refers to the Project.

10. The Organizer shall furnish any consent necessary not limited in relation to the Project, including but not limited to any consent needed in accordance with the Danish Personal Data Act (in Danish: *Persondataloven*), the Danish Marketing Act (in Danish: *Markedsføringsloven*) or other applicable consent (e.g. regarding privacy, marketing and/or use of presentations and other materials etc.).
11. The Organizer agrees that it shall not directly or indirectly: do, omit to do or permit any act which will or may dilute the Sponsor's name, company logo or other registered trademark ("**Marks**"). Furthermore the Organizer shall not: tarnish or bring into disrepute the reputation of or goodwill associated with such Marks, register the Marks in its own name or use or register any Mark confusingly similar to the Marks. For the avoidance of doubt, the Organizer may not use any Mark as a domain name, social media handle or part of domain name or social media handle, without the prior written consent of the Sponsor.
12. All press releases, public announcements or public relations activities by the Organizer with regard to this Sponsoring Agreement, or the activities contemplated by it, shall be approved by the Sponsor in advance of such release, announcement or activity. For the avoidance of doubt, this also includes any digital or print publication in which any Mark appears. The Sponsor may at any time revoke the Organizer's right to use Marks, upon which the Organizer shall use its best efforts to diligently stop the use of and remove any Marks as so reasonably requested by the Sponsor.
13. The Sponsor shall pay to the Organizer a contribution of:

DKK 45,000 for 2016 (due payable 31 December 2016).

The purpose on the contribution is to support the Project pursuant to this Sponsoring Agreement. The Organizer must only use the contribution for the Project. The budget for Cystic Fibrosis Association phycologist offers to members with cystic fibrosis and their families is attached hereto as **Appendix B**.

The sponsoring contribution shall be transferred to the following account:

Jyske Bank

reg. nr. 7831 and account number 0006744222

Swift: Jybadkkk

IBAN: DK1378310006744222



14. sponsoring contribution should be subject to VAT, the Sponsor shall remit the VAT separately after the Organizer issues an invoice. Any other taxes that may apply shall be borne exclusively by the Organizer.
The Organizer shall provide to Sponsor an overview of the realized costs per year. This overview will be send 1 March at the latest of each calendar year.
15. Subject to the provisions for early termination set forth below, this Sponsoring Agreement shall commence as of the 25 December 2016 and shall end automatically on 31 December 2017. Horizon may terminate the Sponsoring Agreement at any moment without cause upon a 30 days' prior written notice (email), without any compensation for damages or costs becoming due to the Organizer.
16. Each of the Parties confirms that this Sponsoring Agreement represents the entire understanding and agreement between the Parties in relation to the Project and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written concerning the Project.
17. This Sponsoring Agreement may only be amended, changed or modified by a written agreement duly executed and signed by the Parties.
18. In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under this Sponsoring Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.
19. All notices and other communications required or permitted under this Sponsoring Agreement must be in writing in the English language.
20. Should any provision of this Sponsoring Agreement be or become invalid in whole or in part, the validity of the remainder of the Sponsoring Agreement shall not be affected. The Parties agree to replace the invalid provision with a provision that is commensurate with the purpose of the Sponsoring Agreement in economic terms.
21. Nothing in this Sponsoring Agreement will constitute or be deemed to constitute a partnership, an employment relationship or an agency.
22. Neither Party shall have any authority to act on behalf of the other Party in any matter or to bind the other Party in any way without the other Party's prior written consent.
23. Neither Party will be liable or responsible for any acts or defaults of the other Party or the other Party's employees or contractors.
24. The Organizer affirms that the Sponsoring Agreement shall be used exclusively for purposes associated with the Project and in accordance with applicable law.
25. The Parties confirm that the signing of this Sponsoring Agreement shall not result in any influence or expectations on sales transactions, particularly procurement transactions/pricing on the part of the Organizer, or on any therapy or prescription decision. .
26. This Sponsoring Agreement shall be governed by and construed in accordance with the laws of the Netherlands.



27. Any dispute, controversy or claim arising out of, or in connection with this Sponsoring Agreement may be brought before the competent court in Amsterdam, the Netherlands, and the Parties hereby consent to the exclusive jurisdiction of this court.

SIGNATURE PAGE TO FOLLOW



This Sponsoring Agreement becomes final and binding when duly authorized representatives of both Parties have signed below. The Parties' signatures are effective upon the exchange of digital copies, i.e. there is no need to exchange physical wet ink copies.

1/26/2017

Date and Place

1/24/2017

Date and Place

DocuSigned by:

A handwritten signature in blue ink, appearing to read 'Dave Gannon'.

28833A5D65B041B...

Horizon Pharma Europe B.V.

By: Dave Gannon

Title:director A

DocuSigned by:

A handwritten signature in blue ink, appearing to read 'Françoise de Craecker'.

6B530BA4A1894B9...

Horizon Pharma Europe B.V.

By: Françoise de Craecker

Title:director B

Copenhagen Dec. 28th - 2016

Date and Place

A large, stylized handwritten signature in blue ink, appearing to read 'Sune Schackenfjeldt'.

Cystisk Fibrose Foreningen By: [name of representative of Organizer]

Title: Chair

Sune Schackenfjeldt

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Appendix A

[As attached hereto]



Appendix B

[As attached hereto]