

GRANT AGREEMENT

This Grant Agreement ("Agreement") is dated as of the date of last signature ("Effective Date") by and between:

- a. **Danish Cystic Fibrosis Association** registered in Denmark, company number 48 61 20 16, with a registered address at Blekinge Boulevard 2, Taastrup, Region Hovedstaden 2630 ("Grant Recipient"), and
- b. **Vertex Pharmaceuticals Incorporated**, located at 50 Northern Avenue, Boston, MA 02210, USA ("Vertex")

Whereas, Grant Recipient is seeking funding to support researchers access to the **European Cystic Fibrosis Conference** occurring June 5, 2024 to June 8, 2024 in Glasgow, United Kingdom, and the **North American Cystic Fibrosis Conference** occurring September 26, 2024 to September 28, 2024, in Boston, MA, as described in further detail in the request submitted and attached hereto as Exhibit A ("Program"); and

Whereas, Vertex wishes to provide funding to support Program.

Now, therefore, Recipient and Vertex agree as follows:

1. SUPPORT. Vertex shall provide a total donation to Grant Recipient in the amount of **Two Hundred Ninety-Eight Thousand and Two Hundred Danish Krone (kr 298.200,00)** ("Funding"). Funding granted hereunder is given for the purposes as outlined in **Exhibit A** and in no way to affect the future prescribing intent of any healthcare professional. All of Funding will be used to support Program in a manner consistent with the budget set forth as **Exhibit B** ("Budget"). **Funds are restricted for use solely to support researchers with accepted abstracts.**

1.1. Grant Recipient acknowledges and agrees that nothing in this Agreement is intended as or should be construed as creating an obligation or inducement for Grant Recipient to prescribe, promote, supply, administer, buy or sell any product that Vertex or any of its affiliates may manufacture or distribute now or in the future and that no payments hereunder are intended for any of the prohibited actions as stipulated in Section 7.4 below.

2. Term and Termination. The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect until full completion by both parties of their obligations hereunder. Notwithstanding the foregoing, Vertex may terminate this Agreement with fifteen (15) days' notice in writing to Grant Recipient in the following events:

- i. material breach by Grant Recipient of Sections 5, 6 or 7;
- ii. commencement of Program is delayed by ninety (90) days or more;
- iii. completion of Program or any of its phases is delayed by ninety (90) days or more;
- iv. Grant Recipient materially changes the scope or the nature of Program;
- v. Grant recipient cannot secure funding for the entire Program.

2.1. Notwithstanding any liabilities stipulated in this Agreement or by applicable law, in case of termination and not later than within ninety (90) days from the date of termination Grant Recipient shall return to Vertex amounts of Funding received from Vertex, unless Vertex instructs Grant Recipient to return a smaller amount.

3. INVOICES. Vertex will transfer Funding to Grant Recipient as follows: 100% upon execution of this agreement. Grant Recipient shall submit to Vertex invoices for Funding. Invoices for Funding shall be paid within forty-five (45) days of Vertex's receipt. Invoices shall be sent electronically to: Accounts_Payable@vrtx.com, with a cc to: vertex_grants@vrtx.com.

3.1. Within ninety (90) days from the date of Program completion Grant Recipient shall submit to Vertex an item by item reconciliation of Program's actual costs. In the event the actual costs of Program are less than Funding, Funding shall be refunded or reduced, as applicable, within ninety (90) days of the completion of Program.

3.2. In addition, within ninety (90) days from the date of Program completion, Grant Recipient shall provide to Vertex copies of the final versions of all written materials, electronic records and audiovisual files developed within the scope of Program ("Materials") by uploading to Vertex Grant online portal or, at Vertex's request, by electronic transmission or in a hard copy. Vertex shall have the right to use Materials for any non-for-profit purposes with no further consideration to Grant Recipient but with a necessary mentioning of Grant Recipient as the provider of such Materials.

4. PROGRAM CONTENT. Program will not promote Vertex's products or product candidates, directly or indirectly. Grant Recipient has been and shall remain solely responsible for exercising full control over the planning of the content, design and execution of Program (including any Materials). Vertex has not and will not direct or influence the content of Program (including any Materials).

4.1. Grant Recipient agrees that when a Vertex product candidate or product is to be the subject of discussion in Program (other than in an incidental discussion), Grant Recipient will ensure that any related data is objectively selected and presented, including but not limited to the fair representation and presentation of both favorable and unfavorable information about the product candidates or products, as well as a balanced discussion of the prevailing body of scientific information with respect to such product candidates or products and alternative treatment options.

4.2. Grant Recipient agrees that there shall be meaningful disclosure with respect to any limitations and/or uncertainty concerning information presented at Program. Such limitations and/or uncertainty include but are not limited to: **(i)** data that represents ongoing research; **(ii)** interim analyses; **(iii)** preliminary data; or **(iv)** unsupported opinion. If either an unapproved use of a commercial product; or an investigational use not yet approved for any purpose is discussed in Program and/or in Materials, Grant Recipient shall disclose that such product or product candidate is not approved in the Country of the Grant's recipient /or in the European Union (as applicable) for the use under discussion. This disclosure shall be made **(i)** orally prior to the beginning of any formal presentation or meeting that form part of Program; and **(ii)** in any written Materials.

5. VERTEX PROPERTY. All documents, data, records, apparatus, equipment and other physical property furnished or made available to Grant Recipient by Vertex or its affiliates shall be and remain the sole property of Vertex and shall be returned promptly to Vertex as and when requested. In any event, Grant Recipient shall return and deliver all such property, including any copies thereof, upon termination or expiration of this Agreement, irrespective of the reason for such termination.

6. ACKNOWLEDGEMENT AND PUBLICITY. Grant Recipient shall disclose the financial support provided by Vertex hereunder in any external communications, including in Materials provided to third parties. In disclosing such financial support, and unless otherwise is required by applicable law, Grant Recipient shall only use the name and/or logo of Vertex and shall never include any reference to specific Vertex products or product candidates. Grant Recipient shall use the name and/or logo of Vertex solely for the purpose of disclosing the financial support provided by Vertex hereunder. Grant Recipient shall not make any other use of the name, logo, trade name, service mark, or trademark, or any simulation, abbreviation, or adaptation of same, of Vertex and/or of any of its affiliates.

7. GRANT RECIPIENT'S REPRESENTATIONS AND WARRANTIES. Grant Recipient hereby represents and warrants to Vertex that the terms of this Agreement and Grant Recipient's execution of Program do not and will not conflict with any of Grant Recipient's obligations. Grant Recipient represents that Grant Recipient has not brought and will not unlawfully bring to Vertex or use in the execution of Program any equipment, tools, materials, other property, any confidential information, trade secrets, copyright works or intellectual property of any third party.

7.1. Grant Recipient covenants that it shall execute Program in a competent and efficient manner using best efforts to accomplish the objectives of Program. Grant Recipient shall abide by and comply with all applicable laws, rules, regulations, industry codes of conduct and industry practice, including but not limited to privacy laws and, to the extent applicable, the codes of European Federation of Pharmaceutical Industries and Associations, and regulatory authority rules, regulations and decisions (including any modifications or re-enactment thereto) applicable to the activities or interactions under this Agreement, including the UK Bribery Act and the US Foreign Corrupt Practices Act (collectively, "Applicable Rules and Regulations"). All activities performed pursuant to this Agreement shall be rendered in accordance with all generally accepted professional industry standards and practices applicable to Grant Recipient's and Vertex's respective industries.

7.2. Grant Recipient represents and warrants that it is not engaged in any conduct that has resulted in a criminal conviction, nor is it excluded, debarred, suspended, or otherwise ineligible to participate in government healthcare programs in any country, Grant Recipient agrees to notify Vertex immediately in the event it becomes aware that it is being investigated by any competent authority, government or agency.

7.3. Grant Recipient covenants that neither it, nor any of its officers or employees will, directly or indirectly, offer, make, accept or request any payments or transfers of value to or from any Government Official, healthcare professional ("HCP") or other person or group of persons, that is intended or could be seen to influence any decision to obtain or retain business, to gain improper advantage, or to induce such person or group of persons to prescribe, supply, administer, recommend, buy or sell any of Vertex's medicinal products or perform another function in

violation of Applicable Rules and Regulations, including but not limited to inducements, bribes, kickbacks and facilitation payments.

7.4. For purposes of this Agreement, “Government Official” shall mean any officer, employee, agent, representative or other person acting on behalf of:

- i. a regional, national, state or local governmental body, department or agency, including the European Commission and other European agencies, a political party, or a candidate for political office;
- ii. a company or other entity controlled by any national, state or local government, including an entity engaged in ordinary commercial activity; and
- iii. a public international organization, such as the United Nations, UNESCO, the World Bank, the International Monetary Fund, the Asian Development Bank, or similar institution.

8. TRANSPARENCY. Grant Recipient hereby expressly consents that Vertex may publicly disclose Grant Recipient’s full name, address, contact details, the terms of this Agreement and all payments and transfers of value made to Grant Recipient as may be required by transparency industry regulations and transparency laws, by way of any media, including Vertex’s and its affiliates’ websites or other platforms. Grant Recipient grants Vertex the right to audit the information and related documents as provided in Section 10 below.

9. PRIVACY. In the course of Program Grant Recipient shall comply with all applicable data protection laws with regard to any individual. In case the nature of Program or Vertex requires that Grant Recipient provides Vertex, its affiliates and/or business partners with information of personal nature relating to any individual, Grant Recipient shall limit such information only to information that is necessary to meet the relevant requirement and provide such information to Vertex, its affiliates and/or business partners only after having obtained, in compliance with all applicable data protection laws, all necessary informed consents from the relevant individuals to do so for a specific purpose as agreed with Vertex. Grant Recipient shall also provide the respective data subjects with the information about processing of their personal data and about all their related rights, in accordance with applicable data protection laws. Furthermore, Grant Recipient shall immediately inform Vertex about any request from the data subjects, whose personal data is in Vertex’s, its affiliates’ or business partners’ possession, to access, change or delete their personal data from Vertex’s, its affiliates’ or business partners’ systems by sending an email to privacy@vrtx.com.

10. RECORDS AND AUDIT. Grant Recipient shall maintain records relating to Program and to all expenses reimbursable by Vertex in connection with Program for seven (7) years following termination of this Agreement. Vertex shall have the right, upon reasonable notice, to examine Grant Recipient’s records. Vertex shall bear the costs of any audits conducted hereunder unless the audit discovers substantive findings related to fraud, misrepresentation or non-performance by Grant Recipient, in which event Vertex may recoup the costs of the audit work from Grant Recipient.

11. RELATIONSHIP BETWEEN THE PARTIES. Except as expressly provided herein, neither party shall have any authority to create or assume in any other’s name or on its behalf any obligation, expressed or implied, or to act or purport to act as any other’s agent or legally

empowered representative for any purpose whatsoever. Neither party hereto shall be liable to any third party in any way for the engagement, obligation, commitment, contract, representation, or transaction nor any negligent act or omission of any other party. Nothing in this Agreement should be construed as creating an obligation or inducement for Grant Recipient to refer Grant Recipient's patients to, or order for Grant Recipient's patients, if any, any product that Vertex may manufacture or distribute now or in the future.

12. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto. No modification or amendment hereof shall be valid or binding upon the parties hereto unless made in writing and duly executed on behalf of both parties.

13. GOVERNING LAW. It is the parties' express intent that this Agreement shall be governed by and construed in accordance with the laws of the Country of the Grant Recipient.

14. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations. If the dispute cannot be resolved through negotiations or if any party avoids participation therein, the dispute shall be resolved by a competent court in the jurisdiction of Grant Recipient.

15. NOTICES. Any notice given under this Agreement shall be deemed delivered when delivered by hand, by certified mail or by air courier to the parties at their respective addresses set forth above or at such other address as either party may provide to the other in writing from time to time.

16. COUNTERPARTS/ DELIVERY OF SIGNATURE. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart thereof and may be used for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes. The parties agree that upon being signed and delivered by the parties, this Agreement shall become effective and binding and that such signed copies will constitute evidence of the existence of this Agreement.

17. REPORTING OF ADVERSE EVENT INFORMATION AND PRODUCT COMPLAINT INFORMATION. If Grant Recipient becomes aware or receives notice of any Adverse Event (AE), Other Safety Information or Product Complaint (PC) associated with the use of a Vertex pharmaceutical product, outside of the course of the Program, Vertex requests Grant Recipient report such information to Vertex within one (1) business day of first knowledge. AEs and PCs occurring shall be reported via Phone or Email based on territory from chart below:

Territory	Email Address	Phone Number
United States	medicalinfo@vrtx.com	(877) 634-8789
Canada	medicalinfoCA@vrtx.com	
Brazil	medicalinfoLATAM@vrtx.com	0800-047-4048
Latin America (excluding Brazil)		+55-11-4700-2942
Australia		1800-179-987

United Kingdom	Vertexmedicalinfo@vrtx.com	+442038718772
Switzerland		0800-00-0054
Russia		88005510402
Rest of World		+35317617299

- **“Adverse Event”** means any untoward (unpleasant/problematic) medical occurrence in a patient/subject administered a Vertex pharmaceutical product which does not necessarily have a causal relationship with the treatment including any unfavorable or unintended signs and symptoms, or disease temporally associated with the use of a medicinal product.
- **“Product Complaint”** means any verbal or written communication of inquiry or dissatisfaction with the identity, strength, quality or purity of a released Vertex drug product, Vertex Investigational Medicinal Product (IMP) or Vertex medical device. In addition, suspected Counterfeit/Falsified Vertex Product is considered a Product Complaint.
- **“Other Safety Information”** means are reports of misuse/abuse, overdose, off label use, medication errors involving Vertex products, including potential errors, lack of efficacy, transmission of infectious agents, occupational exposure, any drug exposure (maternal and paternal) during pregnancy and/or breastfeeding, or any use of falsified/counterfeit product.

(SIGNATURE PAGE FOLLOWS)

In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

VERTEX PHARMACEUTICALS INCORPORATED

DocuSigned by:
Kristy Grimm
Signer Name: Kristy Grimm
Signing Reason: I approve this document
Signing Time: 19-Mar-2024 | 11:01:35 AM EDT
A29CF70CCBCA45FB8BF8248A0F040944

By: _____
Kristy Grimm, PharmD
Vice President, Global Medical Information & Operations

Date: 19-Mar-2024

Location: Boston, MA USA

DANISH CYSTIC FIBROSIS ASSOCIATION

DocuSigned by:
Anja Nordstrøm Klett
Signer Name: Anja Nordstrøm Klett
Signing Reason: Jeg godkender dette dokument
Signing Time: 19-mar-2024 | 4:38:09 AM EDT
C7C69C46DF58467082A8B5C13ED35DC8

By: _____
Anja Nordstrøm Klett
Director

Date: 19-mar-2024

Location: Copenhagen

List of Exhibits:

Exhibit A: Program
Exhibit B: Budget

Exhibit A

Program

Funding for the Danish Cystic Fibrosis Association's research program of twenty-five (25) to thirty (30) researchers with accepted abstracts to present their scientific work at the European Cystic Fibrosis occurring June 5, 2024 to June 8, 2024 in Glasgow, United Kingdom and five (5) to six (6) researchers with an accepted abstract to present their scientific work at the North American Cystic Fibrosis Conference occurring September 26, 2024 to September 28, 2024, in Boston, MA. At the conferences, the Danish researchers meet international colleagues who inspire them to do new research projects and become a part of international research networks.

START DATE: May 1, 2024

END DATE: December 31, 2024

[END OF EXHIBIT A]

Exhibit B



Budget 2024

Financial support to the Danish Cystic Fibrosis Associations program to funding researchers to present their scientific work at the Cystic Fibrosis Conferences

	Amount DKK
*To provide partial funding for 25-30 researcher's with an accepted abstract, invited speakers and leading senior reseachers for the annual European Cystic Fibrosis Conference, in order to help them to participate at the conference to present and discuss their scientific work.	250.000,00
**To provide partial funding for 5-6 researcher's with an accepted abstract for the annual North American Cystic Fibrosis Conference in order to help them to participate at the conference to present their scientific work.	70.000,00
Cost in total for Confereces - application	320.000,00
The Danish Cystic Fibrosis Association also support young reseachers with research grants for starting up new research projects	470.000,00
Total cost of Research program	790.000,00

*Each researcher can receive support up till 10.800 DKK to the ECFS Conference.
We support the registration fee: The price of the early bird fee and up till 7.000 DKK for accommodation and transport.

**Each researcher can receive support up till 15.300 DKK to the NACF Conference.
We support the registration fee: The price of the early bird fee and up till 11.000 DKK for accommodation and transport.

[END OF EXHIBIT B]


Certificate Of Completion

Envelope Id: 3479AC908FB24D489815C25C35572F57	Status: Completed
Subject: Please sign, Vendor Contract, Danish Cystic Fibrosis Association non-IME Grant (91140167)	
Source Envelope:	
Document Pages: 9	Signatures: 2
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Olivia Lucke
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	50 Northern Avenue
	Boston, MA 02110
	olivia_lucke@vrtx.com
	IP Address: 192.80.70.11

Record Tracking


Status: Original	Holder: Olivia Lucke	Location: DocuSign
3/18/2024 2:31:59 PM	olivia_lucke@vrtx.com	

Signer Events

Signer Events	Signature	Timestamp
Anja Nordstrøm Klett ank@cff.dk Security Level: Email, Account Authentication (Required)	 Signature Adoption: Pre-selected Style Signature ID: C7C69C46-DF58-4670-82A8-B5C13ED35DC8 Using IP Address: 152.115.40.130 With Signing Authentication via DocuSign password With Signing Reasons (on each tab): Jeg godkender dette dokument	Sent: 3/18/2024 2:33:44 PM Viewed: 3/19/2024 4:37:24 AM Signed: 3/19/2024 4:38:47 AM

Electronic Record and Signature Disclosure:

Accepted: 3/19/2024 4:37:24 AM
ID: adadbf62-e43c-41d5-b0e3-6adc4bc39865
Company Name: Vertex Pharmaceuticals - GxP Compliant environment

Kristy Grimm kristy_grimm@vrtx.com VP, Medical Operations Vertex Pharmaceuticals - Signing History Security Level: Email, Account Authentication (Required)	 Signature Adoption: Pre-selected Style Signature ID: A29CF70C-CBCA-45FB-8BF8-248A0F040944 Using IP Address: 192.80.70.51 With Signing Authentication via DocuSign password With Signing Reasons (on each tab): I approve this document	Sent: 3/19/2024 4:38:48 AM Viewed: 3/19/2024 11:01:14 AM Signed: 3/19/2024 11:01:43 AM
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Electronic Record and Signature Disclosure:

Accepted: 2/7/2022 12:32:33 PM
ID: 16c9e2d5-95f4-48d9-a894-8b6ecc50dbda
Company Name: Vertex Pharmaceuticals - GxP Compliant environment

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/18/2024 2:33:44 PM
Certified Delivered	Security Checked	3/19/2024 11:01:14 AM
Signing Complete	Security Checked	3/19/2024 11:01:43 AM
Completed	Security Checked	3/19/2024 11:01:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

By signing below, I hereby consent to conduct this transaction electronically and to use electronic signatures for this transaction. I understand that I have the right to refuse to conduct transactions electronically and can request to receive and sign a paper copy of this document. I understand that Vertex Pharmaceuticals Incorporated and its global affiliates (Vertex) will use any personal data submitted through this process, including my signature, for purposes of completing this transaction and as required for Vertex to meet its legal obligations, as further described in the Vertex Privacy Notice. (Click [here for the notice](#))

QUESTIONS?

Please direct all questions to the initiator of this envelope.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.