



Date: September 15, 2022

Request ID – 76040581 - Project "Better conversations"

Dear Stine Clemmensen:

Thank you for submitting a letter of request ("LOR") to Celgene ApS ("The Company"). We have carefully reviewed the proposed activity as described in the LOR and wish to support it in the amount of **240000.00 DKK**.

As a strict condition to The Company' support, you must agree to the terms of and sign the attached Letter of Agreement ("LOA") and, **within ten business days from September 15, 2022 (the date of this letter)**, return it to the fax number or email address listed below. Please review the ("LOA") carefully since it sets forth specific obligations and responsibilities of your organization with respect to this funding from THE COMPANY. Only an authorized representative from your organization may sign the LOA. If any changes are made to the terms of the LOA, it will not be deemed complete and valid until THE COMPANY reviews and approves your changes.

Please note the following important information in order for THE COMPANY to process payment associated with this approved funding request.

After you submit the signed LOA we will be creating a purchase/service order number. You will receive instructions on how to submit an invoice. Please wait until you receive a purchase order number from Ariba or myself. This process may take up to two weeks.

The above changes are only for payments issued by THE COMPANY Corporate Giving and not any other area or department at THE COMPANY that you may do business with.

If any of the deadlines or processes described here are not followed, THE COMPANY has no obligation to provide any funding.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

YinmeiHuang

US - Grant Analyst

Email address: yinmei.huang@bms.com

LETTER OF AGREEMENT

This Letter of Agreement (this "LOA") is entered into by and between Celgene ApS, having a business location at Hummeltoftevej 49 2830 Virum, Denmark, with a company registration number 20315407 ("THE COMPANY"), and Department of Hematology, Rigshospitalet, having a business location at Blegdamsvej 9A, Copenhagen, DK 2100 ("Recipient").

1. Identifying Information

Request. This LOA pertains to Recipient's request number **76040581**, entitled **Project "Better conversations"**, as may have been amended between the date it was initially submitted to THE COMPANY and the effective date of this LOA (the "Request"). This Request is incorporated into this LOA as if fully set forth herein.

Please note that any changes to the Request, including converting a live meeting to a virtual meeting, must be submitted to BMS for review as described in Section 3(c) below. Please use the Change of Scope: COVID Postponement or Cancellation Form to submit modifications to your request.

BMS funds must be used to support prospective activities only and not for prescriber salaries.

2. Activity

The Recipient will fully carry out the activities described in the Request in accordance with the terms and conditions as set forth below in this LOA

3. Funding

- a. Amount. The total amount of this funding award for the purposes specified in the request is **240000.00 DKK** ("Funds"). If applicable, VAT or other applicable tax may be added.
- b. Purpose.
 - i. This funding is solely for the activity described in the Request and not for the purposes of promoting any product. The Recipient is responsible for ensuring that the Funds are used in a professional, ethical manner, are suitable for reaching the purpose and comply with the present terms and conditions, the applicable laws and the applicable industry codes.
 - ii. For purposes of reasonably ensuring compliance with this provision, Recipient shall make available for audit by THE COMPANY or its agents, representatives and regulators, upon

THE COMPANY' reasonable request at any time during the term of this LOA and thereafter, books, records and other documentation relevant for the purpose.

- c. Change in Approved Request. Recipient must notify THE COMPANY in writing of any change to the approved Request no less than 30 days prior to implementing the change in approved Request by submitting a completed Program Change Request Form and a revised Program Cost Form (in instances where expenses are impacted by the change in scope). If the proposed changes are accepted by THE COMPANY, Recipient will be notified in writing and the proposed scope changes will be deemed an Amendment to this LOA. If THE COMPANY determines that the program scope change is not consistent with the original Request, Recipient will be notified in writing and Recipient shall return the totality of the Funds to THE COMPANY within 15 business days or continue with the activity as approved.
- d. Closeout Activities/Failure to Execute Timely.
 - i. In the event that Recipient or its designated third party does not undertake the proposed activity within the period of time specified in the Request, or Recipient or partner(s) does not undertake the activity as specified herein or the Request, Recipient will return Funds to THE COMPANY (or to the extent that the grant funds have not yet been transferred to Recipient, THE COMPANY will withhold them from Recipient), and Recipient will not seek any additional funding from THE COMPANY for such activity.
 - ii. Recipient shall comply with THE COMPANY' closeout process for the Request. Recipient, upon notification from THE COMPANY, will certify that any activities associated with the Request took place. In addition, Recipient may be asked to provide documentation indicating how Funds provided by THE COMPANY were utilized. Recipient acknowledges and agrees that Recipient shall return to THE COMPANY all Unexpended Funds. "Unexpended Funds" shall mean any Funds that were provided by THE COMPANY to the Recipient that were not spent in accordance with the Request. Closeout will be completed by the Recipient and received by THE COMPANY within 90 days of the program end date specified in the Request. THE COMPANY, at its sole discretion, may extend the closeout period in writing. Under all circumstances, any Funds not used for the activity will be returned to THE COMPANY within 90 days after the completion of the activity.
 - iii. If the Funds are being used to support a multi-sponsored Congress and this information was included in the Request, Unexpended

Funds may be used towards support of the general mission of the organization; provided that there are no carve-outs noted above and the organization is a non-profit.

4. Miscellaneous

- a. Content. If THE COMPANY is funding an activity or material described in the Request, Recipient will maintain substantive control over, and THE COMPANY, to the extent otherwise required by local rules, will not be involved in or have any substantive control over (directly or indirectly), the content, quality, organization, operation, scientific integrity of the activity and materials, evaluation of the activity, as well as the selection of speakers, moderators, authors, editors, guest contributors and other faculty for the activity or material. This section does not apply to THE COMPANY' potential use of any benefits that may be associated with the Request.
- b. Independence of Recipient. For the avoidance of doubt and notwithstanding any other provision of this LOA, all activities shall be carried out by Recipient as an independent party. Nothing contained in this LOA shall be construed to place the parties or their personnel in the relationship of employer and employee, partners, principal and agent, joint venturers or as an insurer or a representative of the other party to this LOA.
- c. Disclosure. As a condition of THE COMPANY' funding the activity as provided in this LOA, THE COMPANY support for the activity will be acknowledged in all invitations, announcements, brochures, blast emails and course materials. Any other use of THE COMPANY' name must be approved prior to use.
- d. EFPIA Requirements. Recipient understands and acknowledges that BMS is a corporate member of EFPIA (European Federation of Pharmaceutical Industries and Association). Therefore, if the activity described in the Request is governed by EFPIA's e4ethics initiative and the Conference Vetting System (together "EFPIA"), and the activity described in the Request is not approved by EFPIA, the Recipient shall return the Funds to THE COMPANY.
- e. Transparency Requirements.
 - i. Recipient acknowledges that THE COMPANY is subject to all applicable laws, regulations and industry codes related to the collection and reporting of any payments or transfers of value to certain healthcare providers, institutions and teaching hospitals (collectively, "Financial Transparency Requirements"), and their implementing regulations; or, if any such country where

requirements are self-imposed, THE COMPANY may report any payments or transfers of value to regulating authority.

- ii. Recipient shall reasonably cooperate with THE COMPANY in its compliance with Financial Transparency Requirements in connection with this LOA.
 - iii. Recipient shall promptly provide THE COMPANY, in the format THE COMPANY requests, with all information that THE COMPANY believes it needs to comply with Financial Transparency Requirements in connection with this LOA.
 - iv. Notwithstanding anything to the contrary herein, THE COMPANY may disclose any information that it reasonably believes is necessary to comply with Financial Transparency Requirements.
 - v. To the extent required by the applicable privacy laws, the Recipient hereby provides consent for disclosure all information that THE COMPANY reasonably believes needs to be disclosed to comply with Financial Transparency Requirements in connection with this LOA.
- f. Anti-Bribery Requirements.
- i. The activities described in the Request are not tied to and shall not be tied to or give the appearance of being tied to providing, requesting, agreeing to receive or accepting to receive, directly or indirectly through third parties any payments, gifts or anything of value for the purpose of unlawfully obtaining, retaining or gaining an advantage in business.

Payments or things of value include, but are not limited to, past, present, or future prescribing, purchasing, or recommending (including formulary recommendations), price concessions or discounts of any THE COMPANY drug/product or investigational compound, or any other business transaction.
 - ii. Recipient has not taken nor shall take any action or make any payment or any promise of payment in violation of, or which may cause THE COMPANY or any THE COMPANY affiliate to violate, any applicable law including prohibitions against bribery or payments to government officials for corruptly obtaining or retaining business.
- g. No Lobbying. Recipient will not use this Funding to (a) attempt to influence legislation as that phrase is defined in law or regulation, (b) otherwise undertake any lobbying activity to support or oppose any legislation, (c) support or oppose any candidate for public office, or (d)

arrange or otherwise influence the referral of business or to recommend the use or purchase of any of THE COMPANY's products.

- h. Governing Law. This LOA shall be governed by the Laws of Denmark without regard to its conflict of laws provisions. Recipient shall use the funds in compliance with all applicable local laws, regulation and codes of conduct in using the Funds for the purpose.
- i. Effectiveness. This LOA is not effective, and no commitment of grant Funds is made, unless and until this document is executed by Recipient. This LOA shall become effective on the date the signed copy is received by THE COMPANY.
- j. Execution. This LOA may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and facsimile signature hereon shall be deemed original signatures.
- k. Independent Provisions. Should any part, term, or provision of this LOA be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired or affected thereby.
- l. Amendment. No amendment of this LOA shall be binding or enforceable on either party hereto unless in writing signed by all parties.
- m. Entirety of Agreement. This LOA, including the Request, contains the entire agreement between the parties regarding the subject matter of this LOA, and supersedes all prior written and oral communications between the parties.

**AGREED AND ACCEPTED TO ON BEHALF OF THE RECIPIENT BY ITS
AUTHORISED REPRESENTATIVE:**

Organization Name: Department of Hematology, Rigshospitalet

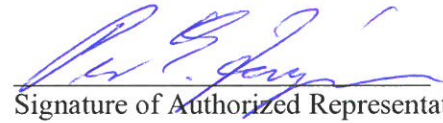


Signature of Authorized Representative

Silke N. Lommersøn, MD, PhD
Name (Printed)

MD, PH.D.
Title

22/9-22
Date



Signature of Authorized Representative

Per E. Jørgensen
Deputy Chief Executive, M.D., D.M.Sc.,
Name (Printed) MPM RIGSHOSPITALET

Section 9921
Blegdamsvej 9 DK-2100 Copenhagen
Title Denmark

22/9 2022
Date