

## SUPPORT DONATION SPONSORSHIP AGREEMENT

This Agreement, effective as of the last date of signature below ("Effective Date"), is concluded between:

UCB Nordic A/S, a company organised under the laws of Norway, having its registered offices at Edvard Thomsensvej 14,7, DK-2300 Copenhagen S (hereafter "UCB"); and Foreningen af Unge med Gigt /FNUG) having its registered office at Gentoftegade 118, DK-2820 Gentofte (hereafter "Recipient");

hereinafter referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS** Recipient has requested UCB, who accepts, to provide support for a project, the details of which are set forth in Schedule 1 (hereafter "**Project**");

NOW, THEREFORE, the Parties agree as follows:

### Article 1

UCB agrees to provide financial support to Recipient to support the Project. The amount shall be **DKK 87.750** ("Support"). The Support shall be paid in accordance with the below timetable and bank details:

**Payments will be made in accordance with the above payment schedule to the following bank account:**

Full name of bank account holder:	FNUG
Account Number:	4316 - 4200027359
Bank name:	DANSKE BANK
Bank address:	HOVEDVEJEN 107, 2. 2600 GLOSTRUP - DK
IBAN:	DK31 3000 4200027359
SWIFT code:	DABADKKK
VAT (or equivalent) number (if applicable)	N/A
CVR-NR	32398782

**Payments cannot be made to an individual's bank account.**

## **Article 2**

Recipient warrants that it shall use the Support exclusively for the Project and in accordance with this Agreement and Schedule 1.

## **Article 3**

In the event that the Project is cancelled or indefinitely postponed for whatever reason, Recipient shall promptly refund UCB that portion of the Support that has not been spent by Recipient on the performance of the Project prior to the date of cancellation.

## **Article 4**

Recipient warrants that the Support requested is not any greater or lesser an amount that would be requested by Recipient of another financial UCB for the same purpose and is not duplicative of support received from other UCBs.

## **Article 5**

Recipient warrants that it has all necessary clearances, licenses, approvals, etc. to enter into this Agreement, to receive the Support and to perform the Project. Recipient shall be solely responsible for notifying this Agreement and its receipt of the Support to such authorities as is required by applicable laws or regulations. Recipient further agrees to obtain any prior authorisations and/or approvals as necessary or desirable. Recipient is solely responsible for any tax obligations associated with its receipt of the Support.

## **Article 6**

Recipient undertakes to comply with all laws, rules, regulations, guidelines, regulatory requirements and authorisations, general principles of the UCB Code of Conduct (which can be found at <http://www.ucb.com/investors/governance/conduct>), professional association codes, or other requirements applicable in the context of this Agreement (“Applicable Regulations”). UCB shall be entitled to terminate this Agreement with immediate effect and without any penalty if Recipient fails to comply with any Applicable Regulation.

## **Article 7**

Recipient acknowledges that UCB is required, pursuant to Applicable Regulations, to make publicly available and/or to submit to applicable regulatory and other statutory bodies, details of financial and non-financial transfers of value provided to healthcare providers, which may include the support provided to Recipient under this Agreement. Accordingly, by entering into this Agreement and notwithstanding any other provision or agreement between us, Recipient hereby consents on behalf of any HCPs belonging to Recipient’s organisation to UCB and/or its affiliates using the data and other information set out in this Agreement (which may include your name and specific payment amounts or value) for the purposes of internal compliance monitoring, making public declarations and other disclosures. UCB will only disclose such data and other information to the extent it deems necessary to comply with Applicable Regulations in force from time to time. UCB and/or its affiliates may share such data and other information with their third party service providers and other affiliates, who may be established outside the European Economic Area, but only for the purposes mentioned above and in accordance with Applicable Regulations.

## **Article 8**

UCB may terminate this Agreement with immediate effect without penalty if the necessary clearances, licenses, approvals, etc. referred to in Article 5 are not obtained or if they are withdrawn or suspended.

In such case, UCB shall be under no obligation to continue instalment payments of the Support (if applicable) and Recipient shall promptly refund UCB that portion of the Support that has not been spent by Recipient on the performance of the Project prior to the date of termination of the Agreement.

#### **Article 9**

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until completion of the Project.

#### **Article 10**

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and may not be modified except in writing signed by all Parties. No Party to this Agreement may assign or transfer its rights or obligations hereunder without the prior written consent of the other Parties hereto. Each Party represents and warrants that the person signing below has the authority to enter into this Agreement. The Schedules to this Agreement form an integral part hereof and any reference to this Agreement includes the Schedules and vice versa. In the event of a conflict, this Agreement controls.

#### **Article 11**

This Agreement shall be governed by and construed in accordance with the laws of Norway. All disputes arising out of, or in connection with this Agreement, if not amicably settled, shall be submitted to the courts of Oslo.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed.

Made in two (2) original copies, each Party having received its copy.

#### **UCB PHARMA AS**

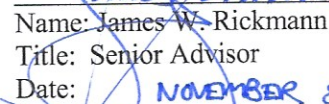
DocuSigned by:



Name: Henrik Hansen  
Title: Country Representative  
Date: november 1, 2018

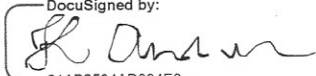
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#### **FNUG**



Name: James W. Rickmann  
Title: Senior Advisor  
Date: NOVEMBER 8, 2018

DocuSigned by:



Name: Katarina Arvidsdotter  
Title: Immunology Lead, Scandinavia  
Date: november 1, 2018

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**SCHEDULE 1**

**Details of Project (attached)**

See next page

UCB  
Att: Bente Lentz

Aabenraa, 29. October 2018

## Application for support for RheumaBuddy 3.0 project Discovery / Analysis phase

Hereby, FNUG applies for support of DKK 88.750 incl. VAT to the RheumaBuddy 3.0 project. The support will cover the Discovery/Analysis phase including SaaS.

RheumaBuddy is a project initiated by FNUG back in 2013 and has been a great success helping young people with arthritis living their life. The goal of RheumaBuddy 3.0 is to take the solution to the next level, so that patients get an even stronger tool to handle their situation.

RheumaBuddy was created because we identified 3 overall issues / challenges for those living with arthritis:

- To understand your own situation, the disease and relationship with your lifestyle
- Being able to communicate, to the doctor, how life with arthritis has been since the last consultation
- The feeling of being lonely and the impact the disease can have on you mentally

Thus, RheumaBuddy is a tool (app) that helps the individual with arthritis to best cope with their situation.

There are about 2,400 users of the app in Denmark and currently about 200 active users (not necessarily the same people using it actively all the time). We have seen that the app works well for many users, and at the same time, we have input regarding improvements that will bring the app to the next level.

It is our goal to make RheumaBuddy an even more valuable tool to those living with arthritis and to make it the common tool for all people with arthritis in Denmark. In addition to improving the app, the RheumaBuddy 3.0 project also covers efforts on marketing, implementation in clinical practice and clinical validation.

In the first phase, Discovery/Analysis, we will work on gathering input and knowledge about the current use of the app as well as identify elements creating most value for all stakeholders in the further process of the project. The analysis phase will use qualitative methods (interviews) and quantitative methods (analysis of user data, analysis of user behavior in the app). In relation to concrete activities in this phase, see Appendix 'RheumaBuddy 3.0 Presentation 2018-06-08', page 5-7.

The first phase covering Discovery/Analysis and SaaS, amounts to a total of DKK 355,000 excl. VAT. It is a multi-sponsorship project involving several partners in the

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pharmaceutical industry. We expect to be able to start the first phase in September and complete it in November 2018.

At the completion of the first phase, all partners will receive an invitation to a meeting where the project consortium for RheumaBuddy 3.0 will present proposals for further progress.

We look forward to your support for this innovative patient-oriented project that will make a big difference to those living with arthritis.

Sincerely



James W. Rickmann  
Senior Advisor

Attached: Details and activity specification.