

Sponsorship Agreement

This **Sponsorship Agreement for Patient Webinars** (the “**Agreement**”) is entered into as of May 6, 2026 (the “**Effective Date**”) by and between:

Celltrion Healthcare Denmark ApS

Kampmannsgade 2, 1604 København V, Denmark
(hereinafter referred to as the “**Sponsor**”)

and

Tarmforeningen

Kongensgade 68, 2.10, 5000 Odense C, Denmark
(hereinafter referred to as the “**Organization**”)

Each individually a “**Party**” and collectively the “**Parties**.”

1. Purpose

The Sponsor agrees to provide sponsorship support to the Organization in connection with the planning and execution of patient webinars on Inflammatory Bowel Disease (IBD), aimed at providing educational information to patients and their relatives.

2. Event Details

The sponsorship covers the following webinars, held under the title “Patient webinar (CCF x Celltrion)”:

- May 6, 2026
- May 17, 2026
- June 3, 2026

3. Sponsorship Amount

The Sponsor shall provide a total sponsorship of **sixty-nine thousand Danish Kroner (DKK 69,000.00) including VAT** to the Organization. The Organization represents that this amount reflects the reasonable, actual costs associated with the webinars described herein and does not exceed fair market value for the activities to be performed.

4. Use of Funds

The sponsorship funds shall be used by the Organization exclusively for the following purposes in connection with the webinars:

- Speaker honoraria
- Technical execution and webinar platform
- Project management and planning
- Communication and administration for the webinar
- The Organization shall maintain accurate records of all expenditures of the sponsorship funds and shall, upon reasonable request by the Sponsor, provide documentation evidencing that the funds were used in accordance with this Section 4. Such records shall be retained for a period of five (5) years following the completion of the final webinar.

5. Content Independence

The sponsorship is provided as an unrestricted grant. The Organization retains full ownership of and final decision-making authority over all content, selection of speakers, and participation criteria. The Sponsor shall have no influence over the scientific or educational programme of the webinars.

To the extent that any healthcare professionals are engaged as speakers or otherwise participate in the webinars, the Organization shall ensure that: (a) such engagement is documented in a written agreement; (b) compensation paid to any healthcare professional reflects fair market value for legitimate services actually rendered; (c) selection of healthcare professionals is based solely on their qualifications and expertise; and (d) all applicable laws, regulations, and industry codes governing interactions with healthcare professionals are observed.

6. Acknowledgment

The webinars shall state that they were carried out with financial support from the Sponsor. The Sponsor's logo may be displayed in webinar materials solely for the purpose of acknowledging financial support and shall not be used in any manner that could be construed as an endorsement or promotion of any Sponsor product. The specific placement and manner of logo use shall be agreed between the Parties in advance.

7. Representations and Warranties

The Organization represents and warrants that: (a) it is a duly established non-profit patient organization under the laws of Denmark; (b) the sponsorship funds shall be used solely for the purposes set forth in Section 4; (c) it shall perform its obligations in accordance with all applicable laws and regulations; and (d) neither the Organization nor any of its officers, directors, or employees is currently excluded, debarred, or otherwise ineligible to participate in any government healthcare programme.

8. Anti-Corruption

Both Parties agree to comply with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act 2010 ("UKBA"), the Foreign Bribery Prevention Act of Korea ("FBPA"), and any other applicable anti-bribery legislation. No part of the sponsorship funds shall be used, directly or indirectly, for any payment, gift, or transfer of value to any government official or any other person for the purpose of obtaining or retaining business or securing any improper advantage.

9. Compliance and Transparency

Both Parties shall comply with all applicable laws and regulations. This Agreement is entered into in accordance with the principles of the EFPIA Code of Practice and applicable Danish pharmaceutical industry codes. The Parties acknowledge their respective obligations regarding transparency and ethical conduct.

10. Disclosure of Transfer of Value

The Organization acknowledges that the Sponsor may be required to publicly disclose information regarding this sponsorship, including the amount and recipient, in accordance with applicable laws, regulations, and industry codes of conduct. This Agreement may be published on the Organization's website for transparency purposes.

11. Payment

The Organization shall issue an invoice for **sixty-nine thousand Danish Kroner (DKK 69,000.00)** to the Sponsor. Payment shall be made within sixty (60) days of receipt of a valid invoice.

12. Scope

This Agreement applies solely to the webinars described in Section 2 above and does not create any ongoing obligation between the Parties beyond the terms set forth herein.

13. Termination

Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event of termination prior to completion of all webinars, the Organization shall promptly return to the Sponsor any portion of the sponsorship funds that have not been expended or irrevocably committed for the purposes set forth in Section 4. The Sponsor may terminate this Agreement immediately upon written notice if: (a) the Organization breaches any material term of this Agreement; (b) the Organization fails to comply with applicable laws, regulations, or industry codes; or (c) the Sponsor reasonably determines that continuation of the sponsorship would create a material compliance, legal, or reputational risk. Upon any such termination, the Organization shall return all unexpended sponsorship funds to the Sponsor within thirty (30) days.

14. Notices

Any notice required or permitted under this Agreement shall be in writing and delivered by email, personal delivery, or registered mail to the addresses set forth below:

For the Sponsor:

Celltrion Healthcare Denmark ApS, Kampmannsgade 2, 1604 København V, Denmark
Attention: Britta Veiss
Email: Britta.Veiss@celltrionhc.com

For the Organization:

Tarmforeningen, Kongensgade 68, 2.10, 5000 Odense C, Denmark
Attention: Anne Tirstrup
Email: at@tarmforeningen.dk

15. Severability

Should any provision of this Agreement be held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions shall not be affected or impaired thereby.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Denmark. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Denmark

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements. This Agreement may only be amended by mutual written agreement of the Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below.



For the Sponsor:

Celltrion Healthcare Denmark ApS

Name:

Title:

Date:

For the Organization:

Tarmforeningen

Name: Anne Kirstine Tirstrup

Title: Kommunikations- og projektkoordinator

Date: 05. 08. 2026

