

THIS SPONSORSHIP AGREEMENT (“Agreement”) effective August 2019 (the “Effective Date”)

BETWEEN

1.

Øjenforeningen (*Fight for Sight*)

Ny Kongegade 20

1557 København V

Danmark

Tlf. 33 69 11 00

Att: Director Marijke Vittrup

(hereinafter referred as to **ØJENFORENINGEN**); and

2. ALLERGAN ApS, c/o Allergan Norden, Strandbergsgatan 61, SE-112 51 Stockholm (VAT DK66675319) (Company No. 1049760) whose registered office is at 1st Floor, Marlow International, The Parkway, Marlow, Buckinghamshire SL7 1YL (hereinafter referred as to the “**Sponsor**”).

WHEREAS

- A. **Øjenforeningen** is a patientorganisation that focuses on supporting patients with eye diseases with information, supporting research within eye diseases and create awareness of eye diseases.
- B. **Øjenforeningen** wishes to create a whitepaper to help raise awareness among politicians and other decision makers. The title of the project is “Better rights for eye patients, No more sight loss in the waiting room!” “To ensure good understanding and support among politicians, *Fight for Sight* will develop a whitepaper, which will be shared with politicians at meetings. In addition to the dialogue with politicians, the white paper will also be used for other stakeholders, eg journalists from professional media, relevant patient associations - eg the diabetes association and others. The funds will be used for:
- Desk research and selection of figures and facts
 - Transcription of text as well as professional input and collaboration
 - Identification of patients and relatives and subsequent interviews
 - Professional photos of patients and relatives
 - Design of whitepaper including graphs and key figures
 - Print of white paper
 - A series of meetings with responsible health representatives from all parties in the parliament (the “Initiative”);
- C. **Øjenforeningen** has approached the Sponsor on an unsolicited basis with a request for a sponsorship to be used towards the Initiative during 2019;
- D. the Sponsor is willing to pay a sponsorship to the **Øjenforeningen** for the purpose of supporting the Initiative; and
- E. **Øjenforeningen**, will apply to all local regulations in connection with the sponsorship and will publish the sponsor name and logo on their website to ensure transparency.

NOW IT IS HEREBY AGREED

1. Interpretation

1.1. In this Agreement the following words and phrases shall have the following meanings:

1.2.

“Sponsorship Fee”	the sum of DKK 130.000 excl. VAT
“Term”	the period from the Effective Date until completion of the Initiative.
“Initiative”	Whitepaper: “Better rights for eye patients, No more sight loss in the waiting room!”

2. Sponsor’s Obligations

2.1. In consideration for **Øjenforeningen** agreeing to undertake the Initiative, the Sponsor shall pay **Øjenforeningen** the Sponsorship Fee within thirty (30) days of the Effective Date.

2.2. The Sponsorship Fee shall be payable by the Sponsor in advance upon the receipt of an invoice from **Øjenforeningen**. Invoices shall be payable within 30 (thirty) days from presentation.

2.3. The Sponsor, subject to terms and conditions of this Agreement, hereby grants to **Øjenforeningen** a royalty-free, non-exclusive, non-transferable, non-sublicenseable limited license, during the term of this Agreement, to reproduce, display and use the trademarks, service marks and trade dress of Allergan (collectively “Allergan Marks”), along with the images, graphic and other content provided by Sponsor to **Øjenforeningen** hereunder (collectively “Allergan Content”), solely in connection with the Initiative. **Øjenforeningen** shall use the Allergan Marks in accordance with any trademark usage policies and guidelines provided to **Øjenforeningen** by the Sponsor. **Øjenforeningen** will furnish to the Sponsor a sample of each use of the Allergan Marks and Allergan Content for review and approval prior to any such use. **Øjenforeningen** acknowledges that the Allergan Marks and Allergan Content will remain the sole and exclusive property of the Sponsor. **Øjenforeningen** will not contest or aid others in contesting the validity of, or Sponsor ownership of, the Allergan Marks. **Øjenforeningen** will not apply for, or aid or cause others to apply for, any registration of, the Allergan Marks or any composite mark based on or incorporating any of the Allergan Marks or any similar marks. **Øjenforeningen** will not take any other action inconsistent with Sponsor ownership of the Allergan Marks. All goodwill and benefits arising from the use of Allergan Marks will automatically vest in the Sponsor.

2.4. The Sponsor hereby acknowledges and agrees that in no event it shall be entitled to have any input, control and editorial influence over the preparation and the performance of any and all activities and materials realized in connection with the execution of the Initiative. The Sponsor will however gladly support and help in the process of the development of the whitepaper acknowledging that **Øjenforeningen** has full ownership and decision control.

3. **Obligations of Øjenforeningen**

- 3.1. **Øjenforeningen** will perform the Initiative with reasonable care and skill and in accordance with the agreed timeframes;
- 3.2. nothing in this Agreement shall require **Øjenforeningen** to purchase or to use or to recommend for purchase, use or otherwise any product of the Sponsor or seek to reward any increased prescription of such Sponsor product.
- 3.3. **Øjenforeningen** shall comply with all relevant laws and regulations relating to the payment of the Sponsorship Fee and shall be fully responsible for any tax obligations and/or declarations arising in connection with the payment of the Sponsorship Fee.
- 3.4. **Øjenforeningen** shall publish and use the Allergan marks on any and all the materials provided for the performance of the Initiative. Allergan Marks will be used exclusively in the format and colour as previously approved in written by the Sponsor. All templates of the Initiative materials shall be delivered by **Øjenforeningen** to the Sponsor for approval which will not be unreasonably denied. In no event **Øjenforeningen** shall refer and/or directly or indirectly advertise Sponsor's products.

4. **Intellectual property rights**

- 4.1. The Sponsor acknowledges that it has no right, title or interest in any logos, marks or other intellectual property of **Øjenforeningen**. The Sponsor undertakes to **Øjenforeningen** that it shall not seek to acquire any such right, title or interest.
- 4.2. Unless otherwise expressly stated in other Sections of this Agreement, **Øjenforeningen** acknowledges that it has no right, title or interest in any logos, marks or other intellectual property of the Sponsor. **Øjenforeningen** undertakes to the Sponsor that it shall not seek to acquire any such right, title or interest.

5. **Compliance with Anti-Bribery laws.**

- 5.1. In carrying out its responsibilities under this Agreement, **Øjenforeningen** shall comply with all applicable anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, (collectively hereinafter the "FCPA") and anti-bribery laws in the countries where **Øjenforeningen** has its principal place of business and where it conducts activities under this Agreement.
- 5.2. The **Øjenforeningen** warrants and represents to the Sponsor that, in carrying out its responsibilities under this Agreement, neither **Øjenforeningen** nor any of its officers, directors, employees, agents or other representatives will pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office corruptly for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage.

5.3. If **Øjenforeningen** fails to inform the Sponsor of any material event affecting its ability to comply with the FCPA or other applicable anti-bribery laws, or breaches any of the covenants set forth in clause (a), above, (i) the Sponsor, at its sole discretion, shall have a right to terminate this Agreement; (ii) the Sponsor shall have a right of action against **Øjenforeningen** for the amount of any monetary payment or thing of value made or given by **Øjenforeningen** in breach of any of such covenants; and (iii) **Øjenforeningen** shall immediately return to the Sponsor any commissions or fees paid to **Øjenforeningen** arising directly from such violation as set forth herein.

5.4. At the request of the Sponsor, **Øjenforeningen** shall provide written certification indicating its understanding and acceptance of its obligations to comply with anti-bribery laws, including the FCPA. Additionally, **Øjenforeningen** will make reasonable efforts to comply with requests for information from the Sponsor, including answering questionnaires and narrowly tailored audit inquiries, to enable the Sponsor to ensure compliance with applicable anti-bribery laws, including the FCPA.

6. **Termination**

6.1. Either party may terminate this agreement summarily by giving written notice to the other party in the event that the other party commits a material breach of this agreement and, in the case of such breach being capable of remedy, does not remedy such breach within fifteen (15) days of being given notice in writing specifying the breach and requiring its remedy.

6.2. Either party may terminate this agreement summarily by notice in writing to the other party if:

6.2.1. the other party enters into liquidation or dissolution otherwise than for the purpose of a solvent reorganisation;

6.2.2. the other party ceases to carry on business or has a receiver, administrative receiver or administrator appointed over all or any part of its assets or undertaking.

7. **Force majeure and termination**

7.1. Without prejudice to clause 6 if either party is prevented from fulfilling its obligations under this agreement by reason of any supervening event beyond its control the party unable to fulfil its obligations (“the Incapacitated Party”) shall immediately give notice of this to the other party and shall do everything in its power to resume full performance of its obligations as soon as possible.

7.2. If the period of incapacity lasts one (1) month this agreement shall automatically terminate at the end of such period unless the parties have agreed otherwise in writing.

8. **Liability**

8.1. **Øjenforeningen** shall indemnify and hold the Sponsor and its affiliates, agents, employees, and licensors harmless from any claim, demand, loss, costs or expense, including attorneys’ fees, made by any person arising out of violation of the terms of this Agreement.

8.2. Notwithstanding anything to the contrary herein neither party shall be liable to the other party in respect of indirect or consequential loss (including but not limited to loss of anticipated profits, loss of anticipated savings, loss of reputation and other economic loss) arising in relation to this Agreement save that the indemnity in clause 8.1 shall not

be limited in any manner.

9. **Confidentiality**

The parties agree that all information concerning the other party which is acquired in consequence of or in connection with this agreement (or the negotiations between the parties with regard to this agreement) shall be treated as confidential and shall not be passed to any third party without the prior written permission of the party to whom the information belongs save were required to be disclosed to the professional advisors of the parties or in compliance with any legal obligation to disclose it.

10. **No assignment**

Øjenforeningen shall not assign, sub-license or otherwise seek to dispose of or delegate any of its rights and obligations under this Agreement without the prior written consent of the Sponsor.

11. **Waiver**

A waiver by either party of a breach of any term or condition of this Agreement in any one instance shall be in writing and shall not be deemed as a continuing waiver or a waiver of any subsequent breach unless so provided for by the written notice.

12. **Entire Agreement**

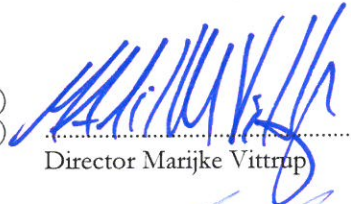
This Agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior agreements and arrangements (whether written or oral) in relation to such subject matter between the parties.

13. **Law and Jurisdiction**

The construction, validity and performance of this agreement shall be governed in all respects by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

AS WITNESS the hands of the duly authorised representatives of the parties on the day and year first above written.

SIGNED for
Øjenforeningen

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Director Marijke Vittrup

Øjenforeningen
Værn om Synet
Ny Kongensgade 20, 1. th.
1557 København V
telefon 33 69 11 00

SIGNED for Allergan ApS
c/o Allergan Norden

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Cluster Manager Jessica Stenberg