DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is entered into as of 1. October 2019 ("**Effective Date**") by and between Novartis Healthcare A/S, Reg. No. 20575786, a company incorporated under the laws of Denmark, located at Edvard Thomsens Vej 14, DK-2300 Copenhagen S, Denmark ("**Novartis**") and Øjenforeningen [CVR 6983 8316], an Organization incorporated under the laws of Denmark, located at Ny Kongensgade 20, 1557 København V, ("**Grant Recipient**"). Novartis and Grant Recipient may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Grant Recipient has specifically requested Novartis' financial contribution in order to support the Grant Activity (as defined in Exhibit A), through a Grant Request Letter, which is attached hereto as Exhibit B;

WHEREAS, in accordance with the Grant Request Letter mentioned above, Novartis wishes to support the Grant Activity with the Grant Amount (as defined in Exhibit A); and

WHEREAS, Grant Recipient accepts the Grant Amount subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed as follows:

1. GRANT BY NOVARTIS

1.1 **Grant**. Novartis will provide the Grant Amount as set forth in Exhibit A solely to support Grant Recipient in performing the Grant Activity as set forth in Exhibit A.

1.2 **Statement of Purpose**. The Grant Activity is for scientific and/or educational purposes only and will not promote Novartis' products, directly or indirectly. The Grant Amount is not being given in exchange for any explicit or implicit agreement to purchase, prescribe, recommend, influence or provide favorable formulary status for any of Novartis' products. The Grant Amount is based upon a budget provided to Novartis by Grant Recipient reflecting a good faith estimate of the actual cost of the Grant Activity. The Grant Amount has not been determined in a manner that takes into account the volume or value of referrals or business, if any, generated between Novartis and Grant Recipient or any of their respective officers, directors, employees, agents, affiliates, parents or subsidiaries.

1.3 **Novartis Responsibility**. Grant Recipient agrees that Novartis' responsibility is solely to provide the Grant Amount. Novartis will not be liable to Grant Recipient or to any other person for the Grant Activity or the use of the Grant Amount (including any claims or losses related thereto). Novartis may terminate this Agreement and require Grant Recipient to return the Grant Amount and take other corrective action if Grant Recipient breaches this Agreement.

2. OBLIGATIONS OF GRANT RECIPIENT

2.1 **Use of Grant Amount**.

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

(a) Grant Recipient shall use the Grant Amount solely for the Grant Activity and shall not use the Grant Amount for any activity that is inconsistent with, or prohibited by any law, rule or regulation. The Grant Recipient undertakes to independently contact Novartis in the event any part of the Grant Amount has not been used for the Grant Activity so that such amount can be refunded to Novartis without undue delay.

(b) Grant Recipient will comply with (and shall be solely responsible for any failure to comply with) all relevant laws, rules and regulations (including any code of practice or other guidelines generally followed by pharmaceutical companies in the relevant country) in connection with the Grant Activity. Grant Recipient warrants that the Grant Activity is compliant with all such requirements.

(c) Grant Recipient is solely responsible for the manner in which the Grant Amount is disbursed, recorded and accounted and for all contractual and other relationships with third parties relating to the Grant Activity and the use of the Grant Amount. Any claims for payment from third parties involved in the Grant Activity are the sole responsibility of Grant Recipient and Novartis will not fund any additional amounts for the Grant Activity.

2.2 **Objectivity & Balance**.

(a) The Grant Activity will be independent, non-promotional and free from commercial influence or bias.

(b) If the Grant Activity involves the discussion of Novartis products, or the comparison of Novartis products with other products, that discussion and/or comparison must be objective, balanced, accurate, not misleading or deceptive and in compliance with all applicable laws, rules and regulations. Where appropriate, the Grant Activity will include a discussion of multiple treatment options, and will not focus on a single product.

(c) Grant Recipient will ensure that any titles or overview information relating to the Grant Activity will fairly and accurately represent the scope of the planned activity.

(d) If required, Grant Recipient is responsible for selection of presenters, moderators and collaborators for the Grant Activity. Novartis will not control the planning, content, speaker selection or execution of any Grant Activity. If Novartis suggests presenters, moderators or collaborators, Grant Recipient will record the role of Novartis in making the suggestion, seek other sources and make a final selection based on balance and independence.

2.3 **Disclosure of Financial Relationships**.

(a) Grant Recipient will: (i) disclose, to all audiences and in all publications relating to the Grant Activity, that Novartis has provided a grant to support the Grant Activity; (ii) acknowledge support from Novartis in brochures, syllabi, and other materials related to the Grant Activity; and (iii) disclose any other relationships Novartis has with any individual speakers, moderators, collaborators or Grant Recipient which a reasonable and ethical person would expect to be disclosed.

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

(b) Novartis may disclose publicly the financial and non-financial support provided to Grant Recipient, including, without limitation, the Grant Recipient's identity, the Grant Amount and purpose of the support.

2.4 **Ancillary Activities**.

(a) If the Grant Activity occurs as part of an overall activity that includes commercial activities, such activities will neither influence planning nor interfere with the Grant Activity. No commercial activities will be permitted in the same room as an educational activity, unless (i) this is allowed in the country in which the activity will take place and (ii) only to the extent that such commercial activity does not interfere with the purpose of the Grant Activity.

(b) The scheduling of meals and/or receptions, if any, in connection with any portion of the Grant Activity is at the sole discretion of Grant Recipient. Meals and/or receptions, if any, will be modest and conducive to the Grant Activity, and the amount of time at the meals or receptions will be clearly subordinate to the overall amount of time.

(c) Reconciliation of Expenses. At the conclusion of the Grant Activity, Grant Recipient will provide to Novartis a reconciliation of the actual expenses versus estimated expenses and will issue a refund to Novartis for any portion of the Grant Amount not incurred in the implementation of the Grant Activity. In addition, Grant Recipient will retain appropriate records of the Grant Activity and the use of the Grant Amount and will provide evidences (as further specified in Exhibit A) to Novartis to document that the Grant Amount has been used in accordance with this Agreement.

3. GENERAL

3.1 **Entire Agreement**. This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other prior communications between the Parties with respect to such subject matter. In the event of any conflict between a substantive provision of this Agreement and any Exhibit hereto, the substantive provisions of this Agreement shall prevail.

3.2 **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed under the laws of Denmark, without giving effect to the conflicts of laws provision thereof. Any dispute or claim arising out of or in connection with this Agreement which cannot be settled amicably between the Parties, is to be brought before the Maritime and Commercial Court in Copenhagen or, if this court is not competent, before a competent court of law in the Kingdom of Denmark.

3.3 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS HEALTHCARE A/S

Date and Signature 1 –Contract Owner

Name: Anders Oehberg

Title: Cluster Medical Lead Rare Diseases

Date and Signature: DocuSigned by: 11-Oct-2019 | 8:06:38 PM IST
Anders Oehberg
49ACE773B7AD4BC...

ØJENFORENINGEN

Name: Marijke Vittrup

Title: Direktør

Date and Signature: 15-Oct-2019 | 5:07:44 AM PDT
DocuSigned by:
3D229201D1554DD...

Date and Signature 2 –Business Approver

Name: Oriane Lacaze

Title: CPO Head Pharmaceuticals Nordics

Date and Signature: DocuSigned by: 15-Oct-2019 | 5:26:09 PM IST
Oriane Lacaze
378DC89C12344CC...

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

EXHIBIT A

GRANT AMOUNT & GRANT ACTIVITY

Grant Amount: **750.000** DKK

Grant Activity:

In Denmark there is currently no reference-work that assesses the actual cost to society when a person's eyesight is severely impaired or if the person goes blind. Thus, ophthalmology specialists and civil servants in healthcare have little or no knowledge of the costs to society, caused by blindness and visual impairment. This makes it difficult to understand the actual societal ROIs of public investments in treatments and ophthalmology care e.g. at Danish hospitals. Fight for Sight, Denmark (Øjenforeningen) therefore wants to initiate the realisation of the first health economic calculation of the cost of blindness and visual impairment in children and adolescents for future reference of eye health stakeholders.

The study proposed aim at obtaining a fundamental understanding of the cost of blindness and visual impairment via calculation endeavours based on existing Danish databases and available data already present in the rather extensive registries in place in the Danish public healthcare and social systems.

Fight for Sight, Denmark and research institution VIVE will collaborate on the definition of the calculus and end-points. VIVE will access the data, perform the analysis and draft the report for Fight for Sight, Denmark's contributions and approval. VIVE will submit the report as an academic paper to a leading European journal of health economics and/or ophthalmology, with the intention of having it published and internationally recognised. Based on the paper Fight for Sight, Denmark will coordinate and publish a report that will be less academic in style, and better suited for a public launch.

The budget for the project is outlined below:

Activity	**Responsible**	**Budget (DKK)**
Project scoping, adaptation and budget clarification and ongoing project support for two years.	Fight for Sight, Denmark	70,000
Project scoping and applications for access to data and sourcing of all needed data applications and sourcing	VIVE	250,000
Analysis of data and report drafting	VIVE	250,000
Co-Authoring		25,000

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

	RIgshospitalet – Glostrup HuvedOrtoCentret - Øjenklinikken	
Finalization input till final report	Fight for Sight, Denmark	55,000
Launch of report in terms of PR, stakeholder communications and digital media texts	Fight for Sight, Denmark	100,000
Total excl. VAT		**750,000**

The project is expected to be completed closing of 2020 or the beginning of 2021.

Evidences must be provided to Novartis upon completion of the Grant Activity:

- Share final project report

The Grant amount is payable against the corresponding invoice within sixty (60) days of its receipt and at the end of a calendar month.

The invoice shall include all details (including a Purchase Order Number) as specified in the Purchase Order received by Grant Recipient at the following email address: mv@ojenforeningen.dk

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

EXHIBIT B

GRANT REQUEST LETTER

Subject: Ansøgning CoB Junior

Attached: Ansøgning CoB Junior Aug 2019.pdf .pdf File

From: Olsen, Rasmus <rasmus.olsen@novartis.com>
Sent: den 27 augusti 2019 10:09
To: Oehberg, Anders <anders.oehberg@novartis.com>
Cc: Eriksson, Hanne <hanne.eriksson@novartis.com>
Subject: FW: Ansøgning (kladde) CoB Junior

Så er den endelige ansøgning fra øjenforeningen ankommet.
Jeg skriver til Marijke at du overtager processen omkring at få projektet godkendt, men lad mig vide hvis der er noget vi kan hjælpe med.
Jeg håber naturligvis meget at det kan lade sig gøre at gennemføre denne 2. gang

Mvh Rasmus

From: Marijke Vittrup <mv@ojenforeningen.dk>
Sent: 27. august 2019 08:49
To: Olsen, Rasmus <rasmus.olsen@novartis.com>
Subject: SV: Ansøgning (kladde) CoB Junior

Kære Rasmus

Så har jeg en ansøgning klar til dig.

Det er mit indtryk, at man ønsker at tage forældreindkomsten i betragtning. Tesen er, at det at have et blindt barn har en negativ betydning for forældrenes indkomst og derved deres skattebetaling til samt
skattebetaling tages derfor med i de økonomiske betragtninger.

Jeg har scannet ansøgningen, som er vedhæftet. Skal jeg sende en fysisk kopi også?

Vi glæder os rigtig meget til at komme i gang med det hele ;o))

Allerbedste hilsner
Marijke

DocuSign Envelope ID: A0AFEAB5-F36B-49FA-A742-23C7C64E8C41

Øjenforeningen

diseases with a dominant, or X-bound inheritance pattern as parents are likely to be affected with vision handicap in these conditions.[4] In this way the dataset will be as bias-free as possible, and there will be a very low likelihood of the children's parents also being handicapped.

End-points
The cohort will be measured up against a control group with no known eyesight problems. and we aim at obtaining valuable data specifically concerning these end-points:

- Education: Length and time spent
  - Grade point average after year 10 of primary schooling, (GCSE-level), 3 years secondary education (A-level).
  - Age at final exams of primary schooling, secondary education and final degree.
  - Level of last completed education.
- Use of the Danish healthcare system
  - Frequency of contact across primary, secondary and specialty healthcare providers including medicine spending.
- Receipt of social benefits and state support
  - Social welfare benefits for which the blind and vision impaired children and adolescents are eligible.

As part of the initial project scoping the final list of end-points will be completed.

Data sources
The following data sources will be formed the basis of the study:

- The National Eyesight Registry (Synsregistret) cover acceptable data about blindness and visual impairment prevalence in Denmark in children and adolescents. The registry contains data from 1991 onwards and cover 1.000 persons.
- Retinitis Pigmentosa Registry (Retinitis Pigmentosa Registret) provides data about Retinitis pigmentosa patients and the hereditary links. The registry contains data from 1986 and resides under the Danish Hospital Rigshospitalet. The RP-data will supplement the data from the National Eyesight Registry.
- Statistics Denmark (Danmarks Statistik) provides:
  - The education registry (1981-2017). E.g. highest education, ongoing education
  - Average grades from education
    - Primary (grundskolekarakterer)
    - Secondary (karakterer, hele gymnasiale uddannelser)
  - Social status (AKM). Employed, unemployed, disability etc. (1980-2016)
  - Income Registry. Includes all income from wage/self-employed and social transfers (1980-2016)

[4] This will ensure that we will not include patients with eye diseases that also impact, hearing, parts of the brain or other parts of the body.