



GILEAD SCIENCES DENMARK ApS COLLABORATION AGREEMENT

This collaboration agreement (the "**Agreement**") is made effective as of the last date of signature below (the "**Effective Date**") by and between

Gilead Sciences Denmark ApS, with a registered address of Arne Jacobsens Alle 7, 5. sal, Center Boulevard, 2300 Copenhagen, Denmark ("**Gilead**"); and

HIV Denmark, CVR number 15 92 18 70, with offices at Vestergade 18E, 1456 Copenhagen, Denmark (the "**Organisation**").

1. **Background.**

The capital region in Copenhagen (Region Hovedstaden) has made a decision regarding treatment of HIV patients, without involving the patient themselves in the decision. The Organisation wishes to arrange a panel debate regarding the lack of involvement of the patients in the decision made by the capital region, as well as on HIV patients' involvement in decisions which affects HIV patients' lives in general, with the help of Gilead.

2. **Obligations of the parties**

2a. Obligations of Gilead. A third party agency, MSL Group ApS, contracted by Gilead, shall assist the Organisation in planning the Meeting and assist with reaching out to politicians for participation in the panel debate at the Meeting. Gilead has not otherwise been involved in the planning of the Meeting. Gilead shall pay the costs for refreshments to be provided at the Meeting.

2b. Obligations of the Organisation. The Organisation shall have Tommy Christesen moderate the Meeting. The Meeting shall be moderated in a balanced and fair manner. All invited panellists shall have the possibility to speak at the Meeting. For avoidance of doubt, the discussions at the Meeting shall not be moderated in such a way that it can be construed as promoting or otherwise encouraging the prescription, recommendation, purchase, supply, sale or administration of any Gilead product, or endorsing or promoting any Gilead product.

The Organisation shall furthermore arrange the venue for the Meeting, and contact other panellists such as physicians, as well as make the necessary arrangements for the panellists to attend the Meeting.

3. Intent of Gilead and the Organisation. The receipt of support from Gilead, whether financial or otherwise, shall impose no obligation upon the Organisation to promote or otherwise encourage the

prescription, recommendation, purchase, supply, sale or administration of the products of Gilead or its affiliates. The Organisation will not be asked to endorse a specific Gilead product.

Any financial support provided under this Agreement is not being conferred to pay or provide benefits for a government official or person who could influence the prescription, purchase or use of Gilead products nor are they being conferred to gain a benefit for Gilead through improper influence.

5. Public Disclosure. Gilead may at its sole discretion decide to publicly disclose the terms of this Agreement and the financial support made by Gilead under this Agreement. Any such disclosure will include the specific financial amounts donated, as required by local laws, regulations or codes of practice.

6. Compliance with Regulatory and Policy Requirements. All activities and materials generated as a result of this relationship must comply with Danish laws and regulations relating to the provision of information on healthcare and medicinal products to the general public, including the ethical codes subject to the jurisdiction of the Ethical Committee for the Pharmaceutical Industry (the "**ENLI Codes**").

7. Declaration. Both Gilead and the Organisation warrant to the other(s) that the final form of this Agreement has been reviewed and approved by those with the necessary authority within Gilead and each of the Organisation. Gilead hereby declares that, where required by the ENLI Codes, the material or arrangements have been certified in accordance with the appropriate internal approval procedures.

8. General. This Agreement shall be governed by and construed in accordance with the laws of Denmark and the parties to this Agreement submit to the exclusive jurisdiction of the Danish courts as regards any claim, dispute or matter arising out of or relating to this Agreement.



This Agreement sets forth the complete, final and exclusive agreement between the parties and supersedes and terminates all prior agreements and understandings between the parties. No

amendment to, or waiver of right under, this Agreement is effective unless in writing signed by authorized representatives of the parties.

The parties hereto have entered into this Agreement as of the Effective Date by their duly authorised representatives.

GILEAD SCIENCES DENMARK ApS

Name: Muhieddine Makkouk

Title: General Manager

Date: 5/2/2018

HIV Denmark

Name: MORTEN EBERHARD
Title: INTERNATIONAL OFFICER

Date: 6/2-2018