

## PURCHASE AGREEMENT

between

Herlev og Gentofte Hospital, DERMBIO, Kildegårdsvej 28, 2900 Hellerup  
("DERMBIO")

and

Abbvie  
("Company")

DERMBIO and Company may hereinafter also be referred to individually as a "Party" and collectively as the "Parties".

This Purchase Agreement (this "Agreement") is entered into as of 1. January 2019 ("Effective Date").

WHEREAS, the Company wants to purchase a selected number of de-identified patient data from the DERMBIO database, which is a nationwide registry approved as a clinical quality registry for post-marketing data on psoriasis patients treated with biologics, the Parties agree as follows:

### 1. THE PRODUCT

- 1.1 Four (4) reports developed by DERMBIO containing post-marketing de-identified patient data from DERMBIO's database as described in detail in Annex A to this Agreement (the "Product"). De-identified patient data is also sometimes known as anonymised data and does not contain any information that could help identify specifically an individual. Such data never contains any personal identification number and/or any national social security number, name(s), address(es) or other fields that could specifically lead to the identification of an individual patient. To this end, any other variable that could help lead to such identification (such as date of birth for instance) will also be altered in such de-identified data to preserve anonymity of the patient.

### 2. OWNERSHIP OF PRODUCT

- 2.1 DERMBIO's steering committee shall own all rights to and title in the DERMBIO database.
- 2.2 The Company cannot directly or indirectly externally use unpublished data from DERMBIO that includes Data from the Product without written approval from the DERMBIO.

### 3. DELIVERY

- 3.1 The Product is to be delivered by DERMBIO to the Company offices in Copenhagen by regular mail and e-mail , one (1) report every quarter during 2019.
- 3.2 The failure of DERMBIO to deliver a report as part of Product within the agreed timelines is considered a breach of DERMBIO's obligations under this Agreement, unless Company in writing accepts a later time of delivery of the particular report.

### 4. PRICE AND PAYMENT

- 4.1 Upon delivery of the first report for 2019 and after receiving an invoice from DERMBIO, the Company will pay the full payment for all four (4) reports purchased under this agreement:

Total purchase price for Product: 130,000 DKK, corresponding to 32,500 DKK for each of the four (4) reports.

- 4.2 The agreed price according to Clause 4.1 is considered by the Parties to represent the fair market value for purchase of Product in Denmark.
- 4.3 Payment will be made by the Company within sixty (60) (Number of days is according to the company) days from the date of receipt of a corresponding invoice.

### 5. PHARMACOVIGILANCE

- 5.1 DERMBIO will report adverse events recorded in the database according to local laws and requirements. DERMBIO shall keep Company informed of all reports of adverse events, side effects and products complaints related to Company's products that may come to DERMBIO's attention in connection with this Agreement.

### 6. TERM

This Agreement shall come into force on the Effective Date and shall remain in force for the calendar year 2019, or until the Agreement termination has occurred in accordance with this agreement.

### 7. TERMINATION

- 7.1 Either party may terminate this Agreement immediately at any time by written notice if the other Party:

(a) is in breach of any of its obligations under this Agreement and the breaching Party has not remedied the said breach within 30 days following a written notice to do so from the non breaching Party.

(b) becomes insolvent or is unable to pay its debts as they become due, or a petition in bankruptcy or for reorganization is filed by or against it, or a receiver is appointed of the whole or any substantial portion of its property.

- 7.2 Termination of this Agreement shall be without prejudice to any claim or right of action of either party against the other party for any prior breach of this Agreement.

The provisions of Clause 2 (Ownership of Works), Clause 7 (Termination), Clause 8 (No Publicity) and Clause 9 (Miscellaneous) shall remain in force and effect notwithstanding the termination or expiration of this Agreement.

- 7.3 If the Agreement is terminated by either of the Parties the payment of reports which is not delivered to the Company must be refunded by DERMBIO to the Company within 30 days of receiving a written termination notice. The value of the individual reports which is not delivered is established according to Clause 4.1.

## 8. NO PUBLICITY

Neither party will use, nor authorize others to use, the name, symbols, or marks of the other party in any advertising or publicity material or make any form of publication, representation or statement with regard to this Agreement or the Services.

## 9. MISCELLANEOUS

- 9.1 **Compliance.** DERMBIO represents and warrants that it is now in compliance with, and undertakes that in performance of its obligations under this Agreement, it shall continue to comply with, all applicable laws, regulations and industry codes of practice, including those related to anti-bribery and anti-corruption.
- 9.2 **Anti-corruption.** Neither party shall perform any actions that are prohibited by applicable anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.
- 9.3 **Data protection.** DERMBIO represents and warrants to perform the services under this Agreement in accordance with all applicable laws and regulations related to data protection.
- 9.4 **Assignment.** This Agreement shall not be assignable without the prior written consent of the other party, except that the Company shall be entitled to assign this Agreement or any rights and obligations pertaining to this Agreement to any of its affiliates or to a company taking over all or substantially all of its business.
- 9.5 **Conflicting obligations.** DERMBIO warrants and represents that it has full right and authority to enter into this Agreement and to accept all the obligations under this Agreement, and that it has no obligations to any third party which might be in conflict with its obligations under this Agreement. In addition, DERMBIO warrants and represents that it will during the term of this Agreement not enter into such obligations without the prior written consent of the Company.
- 9.6 **Governing law.** This Agreement shall be construed by and enforced in accordance with the laws of Denmark without regard to its principles of conflicts of law. 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 laws in Denmark.

- 9.7 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, or sent by regular mail, or sent by e-mail, to the party to be served at the address specified by such party for that purpose, or, if no such address is specified, at the address given at the head of this Agreement.
- 9.8 **Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties relating to the subject matter of this Agreement, and supersedes all documents or verbal consents or understandings (if any) given or made between the parties prior to the date of this Agreement. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.
- 9.9 **Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party making the waiver. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision hereof.
- 9.10 **Severability.** In the event any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect.
- 9.11 **Annexes.** All Annexes to this Agreement shall form an integral part of this Agreement. With regard to any conflict between the terms of such Annexes and the terms of this Agreement, this Agreement shall prevail.
- 9.12 **Anti-Corruption.** In connection with this Agreement, the Parties have complied and will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including without limitation, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, and any laws enacted to implement the Organization of Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Officials in International Business Transactions.
- 9.13 **Right to Audit.** Company may audit the records and accounts of DERMBIO relating to the provided Product on giving reasonable notice. Should Company choose to conduct an audit, DERMBIO will provide Company with the necessary access to the concerned records and accounts.
- 9.14 **Possible reporting of transfer of value (“ToV”).** DERMBIO understands that Company may be obligated to report the fees paid to DERMBIO under this Agreement to the Danish Pharmaceutical Industry Association (“ENLI”), in accordance with the applicable rules for reporting ToV to healthcare professionals and healthcare organizations. DERMBIO consents to such reporting by Company, to the extent required under the applicable rules and regulations.
10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

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	DERMBIO		Company signature 1-Contract owner
By:	Lone Skov	By:	Christina Jeppesen
Title:	Professor	Title:	GM
Date and Signature:	7/12-18 	Date and Signature:	30 nov 2018
			Signature 2 –Business Approver
By:	Steen Werner Hansen	By:	
Title:	Deputy Director	Title:	
Date and Signature:	7/12-18 	Date and Signature:	

## ANNEX A PRODUCT

### A. General Description of Product

The product is four (4) reports with post marketing data (“Data”) collected from DERMBIO’s database including the following data elements:

- Total number of patients (“Subjects”)
- Distribution among indications
- Baseline disease activity
- Previous use of systemic and biological treatments
- Adverse events
- Reasons for discontinuation of treatment with biological drugs
- Drug survival (Kaplan- Meyer plot) per drug
- PASI and DLQI (median)
- Demographic data (the Company’s own drug and for the whole database)

All Data elements are reported for all biological drugs in a service-report sent to all companies.

In addition, Data on the Company’s individualised drug will be reported directly to the Company.

Data will be reported quarterly in the service-report per 15<sup>th</sup> of March, 15<sup>th</sup> of June, 15<sup>th</sup> of September and 15<sup>th</sup> of December 2019. The reports will be forwarded electronically as pdf-files.

DERMBIO shall maintain the security of Subject’s data and shall obtain all authorizations or other necessary documentation from the Subjects to allow disclosure of Subject’s data to Company. DERMBIO agrees to disclose to Company only de-identified data as defined earlier.