



Bristol-Myers Squibb

Date: August 30, 2018

Request ID - 43639981

Dear Kristin Parello-Plesner:

Thank you for submitting a letter of request ("LOR") to Bristol-Myers Squibb ("BMS"). We have carefully reviewed the proposed activity as described in the LOR and wish to support it in the amount of 47.000 DKK .

As a strict condition to BMS' support, you must agree to the terms of and sign the attached Letter of Agreement ("LOA") and, within ten business days from August 30, 2018 (the date of this letter), return it to the fax number or email address listed below. Please review the ("LOA") carefully since it sets forth specific obligations and responsibilities of your organization with respect to this funding from BMS. Only an authorized representative from your organization may sign the LOA. If any changes are made to the terms of the LOA, it will not be deemed complete and valid until BMS reviews and approves your changes.

Please note the following important information in order for BMS to process payment associated with this approved funding request.

1. A final invoice is required to process payment. BMS will not be able to process payment without a valid invoice.
2. The final invoice is to be sent to the email address listed below.
3. Please do not submit the invoice to any other BMS email address or via other means (eg. Tungsten or Ariba), as that will delay payment.
4. Payments will be processed as efficiently as possible upon receipt of all required materials needed.

The above changes are only for payments issued by BMS Corporate Giving and not any other area or department at BMS that you may do business with.

If any of the deadlines or processes described here are not followed, BMS has no obligation to provide any funding.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Helle Vilstrup
Meeting Management Specialist
Email address: helle.vilstrup@bms.com

LETTER OF AGREEMENT

This Letter of Agreement (this "LOA") is entered into by and between Bristol-Myers Squibb Denmark (Filial af Bristol-Myers Squibb Ab.Sverige), having a business location at Hummeltoftevej 49, DK-2830 Virum Denmark, with a company registration number 20315407 ("BMS"), and OvaCure, having a business location at Fruebjergvej 3, Copenhagen, DK 2100 ("Recipient").

1. Identifying Information

Request. This LOA pertains to Recipient's request number 43639981, entitled OvaCure Science Symposium, as may have been amended between the date it was initially submitted to BMS and the effective date of this LOA (the "Request"). This Request is incorporated into this LOA as if fully set forth herein.

2. Activity

The Recipient will fully carry out the activities described in the Request in accordance with the terms and conditions as set forth below in this LOA

3. Funding

- a. Amount. The total amount of this funding award for the purposes specified in the request is 47.000 DKK ("Funds"). If applicable, VAT or other applicable tax may be added.
- b. Purpose.
 - i. This funding is solely for the activity described in the Request and not for the purposes of promoting any product. The Recipient is responsible for ensuring that the Funds are used in a professional, ethical manner, are suitable for reaching the purpose and comply with the present terms and conditions, the applicable laws and the applicable industry codes.
 - ii. For purposes of reasonably ensuring compliance with this provision, Recipient shall make available for audit by BMS or its agents, representatives and regulators, upon BMS' reasonable request at any time during the term of this LOA and thereafter, books, records and other documentation relevant for the purpose.
- c. Change in Approved Request. Recipient must notify BMS in writing of any change to the approved Request no less than 30 days prior to implementing the change in approved Request by submitting a completed Program Change Request

Form and a revised Program Cost Form (in instances where expenses are impacted by the change in scope). If the proposed changes are accepted by BMS, Recipient will be notified in writing and the proposed scope changes will be deemed an Amendment to this LOA. If BMS determines that the program scope change is not consistent with the original Request, Recipient will be notified in writing and Recipient shall return the totality of the Funds to BMS within 15 business days or continue with the activity as approved.

d. Closeout Activities/Failure to Execute Timely.

- i. In the event that Recipient or its designated third party does not undertake the proposed activity within the period of time specified in the Request, or Recipient or partner(s) does not undertake the activity as specified herein or the Request, Recipient will return Funds to BMS (or to the extent that the grant funds have not yet been transferred to Recipient, BMS will withhold them from Recipient), and Recipient will not seek any additional funding from BMS for such activity.
- ii. Recipient shall comply with BMS' closeout process for the Request. Recipient, upon notification from BMS, will certify that any activities associated with the Request took place. In addition, Recipient may be asked to provide documentation indicating how Funds provided by BMS were utilized. Recipient acknowledges and agrees that Recipient shall return to BMS all Unexpended Funds. "Unexpended Funds" shall mean any Funds that were provided by BMS to the Recipient that were not spent in accordance with the Request. Closeout will be completed by the Recipient and received by BMS within 90 days of the program end date specified in the Request. BMS, at its sole discretion, may extend the closeout period in writing. Under all circumstances, any Funds not used for the activity will be returned to BMS within 90 days after the completion of the activity.
- iii. If the Funds are being used to support a multi-sponsored Congress and this information was included in the Request, Unexpended Funds may be used towards support of the general mission of the organization; provided that there are no carve-outs noted above and the organization is a non-profit.

4. **Miscellaneous**

- a. Content. If BMS is funding an activity or material described in the Request, Recipient will maintain substantive control over, and BMS, to the extent otherwise required by local rules, will not be involved in or have any substantive control over (directly or indirectly), the content, quality, organization, operation, scientific integrity of the activity and materials, evaluation of the activity, as well as the selection of speakers, moderators, authors, editors, guest contributors and other faculty for the activity or material. This section does not apply to BMS' potential use of any benefits that may be associated with the Request.

- b. Independence of Recipient. For the avoidance of doubt and notwithstanding any other provision of this LOA, all activities shall be carried out by Recipient as an independent party. Nothing contained in this LOA shall be construed to place the parties or their personnel in the relationship of employer and employee, partners, principal and agent, joint venturers or as an insurer or a representative of the other party to this LOA.
- c. Disclosure. As a condition of BMS' funding the activity as provided in this LOA, BMS support for the activity will be acknowledged in all invitations, announcements, brochures, blast emails and course materials. Any other use of BMS' name must be approved prior to use.
- d. Transparency Requirements.
 - i. Recipient acknowledges that BMS is subject to all applicable laws, regulations and industry codes related to the collection and reporting of any payments or transfers of value to certain healthcare providers, institutions and teaching hospitals (collectively, "Financial Transparency Requirements"), and their implementing regulations; or, if any such country where requirements are self-imposed, BMS may report any payments or transfers of value to regulating authority.
 - ii. Recipient shall reasonably cooperate with BMS in its compliance with Financial Transparency Requirements in connection with this LOA.
 - iii. Recipient shall promptly provide BMS, in the format BMS requests, with all information that BMS believes it needs to comply with Financial Transparency Requirements in connection with this LOA.
 - iv. Notwithstanding anything to the contrary herein, BMS may disclose any information that it reasonably believes is necessary to comply with Financial Transparency Requirements.
 - v. To the extent required by the applicable privacy laws, the Recipient hereby provides consent for disclosure all information that BMS reasonably believes needs to be disclosed to comply with Financial Transparency Requirements in connection with this LOA.
- e. Anti-Bribery Requirements.
 - i. The activities described in the Request are not tied to and shall not be tied to or give the appearance of being tied to providing, requesting, agreeing to receive or accepting to receive, directly or indirectly through third parties any payments, gifts or anything of value for the purpose of unlawfully obtaining, retaining or gaining an advantage in business.

Payments or things of value include, but are not limited to, past, present, or future prescribing, purchasing, or recommending (including formulary

recommendations), price concessions or discounts of any BMS drug/product or investigational compound, or any other business transaction.

- ii. Recipient has not taken nor shall take any action or make any payment or any promise of payment in violation of, or which may cause BMS or any BMS affiliate to violate, any applicable law including prohibitions against bribery or payments to government officials for corruptly obtaining or retaining business.
- f. No Lobbying. Recipient will not use this Funding to (a) attempt to influence legislation as that phrase is defined in law or regulation, (b) otherwise undertake any lobbying activity to support or oppose any legislation, (c) support or oppose any candidate for public office, or (d) arrange or otherwise influence the referral of business or to recommend the use or purchase of any of BMS's products.
- g. Governing Law. This LOA shall be governed by the Laws of Denmark without regard to its conflict of laws provisions. Recipient shall use the funds in compliance with all applicable local laws, regulation and codes of conduct in using the Funds for the purpose.
- h. Effectiveness. This LOA is not effective, and no commitment of grant Funds is made, unless and until this document is executed by Recipient. This LOA shall become effective on the date the signed copy is received by BMS.
- i. Execution. This LOA may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and facsimile signature hereon shall be deemed original signatures.
- j. Independent Provisions. Should any part, term, or provision of this LOA be declared to be invalid, void, or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired or affected thereby.
- k. Amendment. No amendment of this LOA shall be binding or enforceable on either party hereto unless in writing signed by all parties.
- l. Entirety of Agreement. This LOA, including the Request, contains the entire agreement between the parties regarding the subject matter of this LOA, and supersedes all prior written and oral communications between the parties.

**AGREED AND ACCEPTED TO ON BEHALF OF THE RECIPIENT BY ITS
AUTHORISED REPRESENTATIVE:**

Organization Name: OvaCure

K. Pavello-Plesner

Signature of Authorized Representative

K. Pavello-Plesner

Name (Printed)

Strategic director

Title

08/31/2018

Date