

## COOPERATION AND DONATION AGREEMENT

**THIS COOPERATION AND DONATION AGREEMENT** (“Agreement”) with the effective date as of **[2020-06-01]** (“Effective Date”), by and between GSK.Consumer Healthcare AB having offices at Hemvärnsgatan 9, 171 54 Solna, Box 516, 169 29 Solna, Sweden (“GSK CH Sweden”) and A Non Smoking Generation (org nr: 802008-1827), having offices at (Kungsbron 21, 111 22 Stockholm, Sweden (“NSG”).

GSK and NSG may be referred herein each individually a “party” and collectively as the “parties.”

### WHEREAS

- (A) GSK CH Sweden is a leading pharmaceutical company engaged in the development, manufacturing and commercialisation of vaccines, and pharmaceutical and consumer health products.
- (B) NSG’s mission is to promote a tobacco free society through education and information sharing.
- (C) GSK CH Sweden is interested in supporting NSG’s messages that: (a) no one should start smoking; but that (b) if they are smoking, to assist smokers in reducing or quitting their tobacco consumption.
- (D) The parties have indicated an interest in developing content and material promoting the Campaign. The cooperation seeks to assist GSK CH Sweden in the preparation of literature for the purposes of the Campaign and raise funds for NSG through its cooperation.
- (E) The purpose of this Agreement is to agree upon the terms and conditions of the cooperation between the parties during the Campaign.

**NOW, THEREFORE**, in consideration of their mutual promises and obligations, the parties hereby agree as follows:

### 1. Definitions

For the purposes of this Agreement, the following terms, when written with an initial capital letter, shall have the meanings set forth below:

**“Campaign”** means the activity promoting, marketing and selling of the Campaign Products during the Campaign Period, with the campaign taking place in retail pharmacies in Sweden.

**“Campaign Products”** means all GSK’s Nicotinell products:

- Komprimerad sugtablett 1 mg 204 st, 5 SEK per sold item
- Komprimerad sugtablett 1 mg 36 st, 5 SEK per sold item
- Komprimerad sugtablett 1 mg 96 st, 5 SEK per sold item
- Komprimerad sugtablett 2 mg 204 st, 5 SEK per sold item
- Komprimerad sugtablett 2 mg 36 st, 5 SEK per sold item
- Komprimerad sugtablett 2 mg 96 st, 5 SEK per sold item
- Medicinskt tuggummi 2 mg 204 st, 5 SEK per sold item
- Medicinskt tuggummi 2 mg 24 st, 5 SEK per sold item

- Medicinskt tuggummi 2 mg 96 st, 5 SEK per sold item
- Medicinskt tuggummi 4 mg 204 st, 5 SEK per sold item
- Medicinskt tuggummi 4 mg 24 st, 5 SEK per sold item
- Medicinskt tuggummi 4 mg 96 st, 5 SEK per sold item
- Depåplåster 14mg/24h 7 st, 5 SEK per sold item
- Depåplåster 14mg/24h 21 st, 5 SEK per sold item
- Depåplåster 7mg/24h 7 st, 5 SEK per sold item
- Depåplåster 21mg/24h 21 st, 5 SEK per sold item

“**Campaign Period**” means the period between 1 to 31 October 2020.

“**Cooperator**” means a party assisting another party in the furtherance of an activity.

“**Donation**” means the sum of 5 SEK per unit (1 unit = 1 SKU) of Campaign Products sold in retail pharmacy in Sweden during the Campaign Period. Once the Campaign is over, the total amount will be disclosed in LIF’s collaboration database; “Samarbetsdatabas”.

“**LIF**” means Läkemedelsindustriföreningen; The Swedish Pharmaceutical **Industry Association**

“**Purpose**” means preventing tobacco consumption.

## **2. Cooperation between the Parties**

- 2.1 Both parties agree to cooperate and participate in the Campaign.
- 2.2 NSG agrees to act as a Cooperator to GSK CH Sweden, during the Campaign.
- 2.3 NSG agrees to assist GSK CH Sweden in the content, organisation or preparation of activities relating to the Campaign and in the selection of participants, individual beneficiaries or awardees involved in the Campaign.
- 2.4 GSK CH Sweden shall deliver to NSG any and all marketing and communications materials which relate to the Campaign or which refer to NSG for NSG’s approval. NSG shall approve the material, or inform GSK CH Sweden of possible needs for changes, prior to initiated production of the material. . After the possible changes requested by NSG have been completed, GSK CH Sweden must re-deliver the material to NSG for approval until NSG has given its final approval for the materials.

## **3. Donation and Purpose**

- 3.1 Subject to Clause 3.2, the parties agree that GSK CH Sweden will make a Donation to NSG following the Campaign.
- 3.2 NSG agrees that the Donation will only be used for the Purpose which shall include supporting Research and Development and the production of the yearly report, to progress in the prevention, treatment or management of diseases relating to tobacco consumption and not for any other purpose or activity.

- 3.3 The provision by GSK CH Sweden of the Donation is in response to an unsolicited written request from NSG for the purposes of supporting healthcare or medical or scientific research.
- 3.4 Payment will be made in accordance with the terms set out in Schedule A attached to this Agreement.
- 3.5 GSK CH Sweden's understanding is that it does not expect and will not receive any service, benefit or privilege in return for the Donation.

#### **4. General terms of Donation**

- 4.1 NSG confirms that the value of the Donation taken together with other support from GSK CH Sweden will be no more than twenty-five percent (25%) of the total amount of Donation that NSG receives in the relevant calendar year.
- 4.2 GSK CH Sweden's Donation pursuant to this Agreement shall not be passed in whole or in part, directly or indirectly, to any third party as a rebate or discount for the purchase of GSK CH Sweden products.
- 4.3
- 4.4 NSG acknowledges that GSK CH Sweden is not providing the Donation in any way to promote or reward the selection, prescription, recommendation, favouring, dispensing, use, purchase or reimbursement of GSK CH Sweden, its products, or to gain any other commercial advantage.
- 4.5 NSG shall be responsible and pay for any taxes or other charges, including but not limited to any applicable value added taxes in respect of the Donation.
- 4.6 NSG represents and warrants that Donation shall only be used for the Purpose and no other purpose, and that the Donation is not being used for activities that have already been funded by GSK CH Sweden to occur during a specified time period and or has already occurred, without GSK CH Sweden's prior approval.

#### **5. Use of Donation Funds**

- 5.1 NSG agrees that the Purpose must not include entertainment, recreation or lavish accommodations or benefits that are disproportionate to the Purpose.
- 5.2 NSG shall not and shall ensure that its speakers shall not in any way promote, stimulate or suggest off-label use of any GSK CH Sweden or third party product. In general, GSK CH Sweden reserves the right to terminate this Agreement and to request a total refund of any Donation paid to NSG in the event and NSG breaches its aforementioned obligations.

#### **6. Intellectual Property Rights**

- 6.1 NSG grants GSK CH Sweden a non-exclusive, royalty-free licence to use its trade mark and logo for the purposes of the Campaign in Sweden. GSK CH Sweden may not, without NSG's prior written consent, sublicense to a third party its right of use granted in accordance with this clause 6, other than to its affiliate within the GSK group of companies.
- 6.2 NSG represents and warrants that its trade mark or logo do not infringe the intellectual property rights of any third party.
- 6.3 GSK CH Sweden agrees to act for the benefit of NSG and its trade mark and logo and to sustain and strengthen their good public image during the validity of this Agreement. GSK CH Sweden agrees to refrain from cooperating with tobacco industry or companies, units or individuals relating to tobacco industry in Sweden.

- 6.4 Subject to the licensing provisions above, no intellectual property rights held by NSG or GSK CH Sweden are transferred or assigned to the other party under this Agreement (including any rights to GSK CH Sweden, GSK trademarks or other trademarks, product marks or logos registered to NSG or GSK CH Sweden).

## **7. Communications relating to the Campaign**

- 7.1 NSG may publicly announce the cooperation under this Agreement and is authorised to use the trademark Nicotinell as well as the logo of GSK CH Sweden in communications relating directly to the Campaign (the “GSK Marks”) in the form provided by GSK CH Sweden. NSG shall not use any variation of the GSK Marks or omit any part of the GSK Marks unless approved by GSK CH Sweden in writing in advance. If NSG does anything to diminish the reputation or goodwill of GSK CH Sweden or the GSK Marks, or bring them into disrepute (as reasonably determined by GSK CH Sweden), then NSG shall immediately cease use of the GSK Marks
- 7.2 GSK CH Sweden may publicly announce the cooperation based on this Agreement when marketing the Campaign Products and in its other communications which relate to the Campaign Products in accordance with this Agreement.

## **8. Terms applicable to Government Officials**

- 8.1 No payments made by GSK CH Sweden pursuant to this Agreement may be used for the benefit of any Government Official. This limitation includes, but is not limited to, the provision or reimbursement of travel and accommodation (including meals), honorarium, per diem allowance, salary and benefits.
- 8.2 For the purpose of this Agreement, “Government Official” means (where ‘government’ means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organisation such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. Government Official shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

## **9. Compliance with Applicable Laws**

- 9.1 During the term of and in the performance of its obligations under this Agreement, each Party and its subcontractors, employees, and agents shall fully comply with all applicable laws, governmental regulations, including but not limited to anti-corruption laws and any industry codes and guidances. NSG’s activities shall comply with all applicable laws and regulations including any activity(ies) engaged in through expenditures by NSG or through arrangements with third parties. No Party is authorised to take any action in the name of or otherwise on behalf of the other party which would violate any of the foregoing.
- 9.2 NSG agrees that no GSK CH Sweden funds received will be used to influence any actions in relation with GSK CH Sweden business. Further, NSG agrees that it has not, and covenants that it will not, directly or indirectly, make, promise, authorise, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value, for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting NSG or GSK CH Sweden in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery.

## **10. Transparency**

- 10.1 GSK CH Sweden or its affiliates may be required by applicable laws, industry codes of practice, or GSK CH Sweden policy to disclose specific information about the Donation such as, without limitation, the amount and Purpose of the Donation and the name and address of NSG. By signing this Agreement, NSG agrees to GSK or its affiliates publicly disclosing such information as required under any applicable laws, industry codes of practice, or GSK policy.
- 10.2 NSG also agrees that GSK CH Sweden will report information about the Donation to public authorities in accordance with applicable laws and regulations.
- 10.3 NSG agrees that it will publicly disclose the Donation in a meaningful way as determined by the NSG.

## **11. Confidentiality and Non-disclosure**

The parties agree to not disclose the other Party's confidential information, business or trade secrets and any other information which is not publicly available. Information which has verifiably become known otherwise than as a result of a breach of a party's confidentiality obligations shall not be included in the scope of the confidentiality obligation.

## **12. Publicity**

As part of NSG's disclosure obligation set out in the Transparency clause, GSK CH Sweden grants NSG a non-exclusive license to use and display the GSK CH Sweden name and logo solely for the purpose of disclosing GSK CH Sweden's Donation. Save as set out in this Clause NSG shall not have the right to use in any way the commercial or trade name, trademark(s), service mark(s), logos, or other property of GSK CH Sweden without GSK CH Sweden's prior written consent. The GSK CH Sweden name and logo are and shall remain exclusively the property of GSK CH Sweden.

## **13. Confidentiality**

NSG agrees to keep confidential and not disclose, duplicate, use or permit the use of any GSK CH Sweden confidential or commercially sensitive information of which NSG may become aware. NSG shall indemnify GSK CH Sweden in respect of Losses (as defined in the Clause on indemnification) arising from any wrongful use or disclosure of any such information relating to GSK CH Sweden obtained pursuant to this Agreement.

## **14. Indemnification**

GSK CH Sweden shall not be in any way liable or responsible for any events, damages, costs, losses or claims of any kind ("Losses") that may arise because of the activities linked or connected with the Purpose and or this Agreement. In addition to any other remedies which may be available to GSK CH Sweden by law or under this Agreement, NSG shall indemnify, defend and hold GSK CH Sweden, its officers, directors, agents and employees harmless from and against all Losses arising out of or in connection with (a) this Agreement, including any breach by NSG of any warranty, representation, promise or undertaking made by NSG under this Agreement, or (b) any negligence or wilful misconduct by NSG.

## **15. Records, Inspection and Audit**

NSG agrees that GSK CH Sweden has the right to conduct a review of the NSG's use of the Donation through a formal audit or a request for a certification (which may be in a form specified by GSK CH Sweden), past and current year reports or audited financial statements of the NSG, if available, to ensure it was consistent with the declared Purpose and also that GSK CH Sweden's limits for the provision of Donation is not exceeded. At GSK CH Sweden's request,

NSG shall provide to GSK CH Sweden proper and audit worthy itemisation and documentation on the use of the Donation.

## **16. Notices**

- 16.1 Notices given under this Agreement, shall be given in writing, by registered post or commercial courier, to the party's addresses below. Notice shall be effective from receipt.
- 16.2 A party may change its address details for receipt of notices by notice to the other party.
- 16.3 A notice given under this Agreement is not valid if sent by fax or by e-mail. This is not intended to prohibit the use of e-mail for day to day operational communications between the parties or their affiliates.
- 16.4 All notices shall be sent to the following address:

If to GSK CH Sweden:

Contact Name	Darren Folker
Contact Email	Darren.x.folker@gsk.com
Contact Address 1	Hemvärnsgatan 9, , , Sweden
Contact Address 2	171 54 Solna, Box 516, 169 29 Solna
Contact Country	Sweden

If to NSG:

Contact Name	Helen Stjerna
Contact Email	helen@nonsmoking.se
Contact Address 1	Kungsbron 21
Contact Address 2	111 22 Stockholm
Contact Country	Sweden

## **17. Termination**

This Agreement shall commence on the Effective Date. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other. GSK CH Sweden shall be entitled to terminate this Agreement immediately on written notice to NSG if NSG breaches the terms of this Agreement or fails to perform its obligations under this Agreement. For clarity purposes Neither party shall have any claim against the other Party for termination.

## **18. Waiver**

Any delay in enforcing a Party's rights under this Agreement or any notice of waiver (only effective if in writing and signed) as to a particular default or other matter shall not constitute a waiver of such party's rights with regard to the future enforcement of its rights under this Agreement.

## **19. Entire Agreement**

This Agreement including its schedule contains the full and complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior

representations and understandings, whether oral or written. No course of dealing or usage of trade shall be used to modify the terms of this Agreement.

**20. Amendment and Variation**

An amendment or variation of this Agreement shall be in writing and signed by each party.

**21. Survival**

Any provisions in this Agreement which by their nature or effect are required or intended to survive, will survive the expiration or termination of this Agreement.

**22. Counterparts**

22.1 This Agreement may be signed in counterparts each executed by at least one or more of the parties. Each counterpart will be an original and all counterparts taken together will constitute one instrument.

22.2 This Agreement shall become effective only after each party has executed and delivered its counterpart to the other party.

22.3 An executed counterpart of this Agreement (the entire Agreement, not just a signature page) may be delivered by e-mail (in PDF or other agreed format).

**23. Governing Law and Jurisdiction**

23.1 This Agreement shall be governed by and construed in accordance with the Laws of Sweden without reference to conflict of law principles.

23.2 Any matter, dispute or legal action arising out of or in connection with this Agreement, whether contractual or non-contractual shall be brought in a court having jurisdiction in Sweden.

**Signature Page follows...**

**This Agreement has been entered into:**

For and on behalf of **GSK Consumer Healthcare AB** by:

**Name:** Darren Folker

**Title:** GM Sweden

**Email:** Darren.x.folker@gsk.com

**Signature:**



**Date:**

For and on behalf of **A Non Smoking Generation** by:

**Name:** Helen Stjerna

**Title:** General secretary

**Email:** helen@nonsmoking.se

**Signature:**



**Date:**



## Exhibit A – Donation Details

1. Payment Terms: The total Donation amount will be defined after campaign evaluation in December (once we have receive consumption data) and paid out according to standard payment terms.
- 2.

Beneficiary : [TO BE COMPLETED]  
Bank name : [TO BE COMPLETED]  
Bank address : [TO BE COMPLETED]  
Account name : [TO BE COMPLETED]  
Account number : [TO BE COMPLETED]  
IBAN code : [TO BE COMPLETED]  
SWIFT code : [TO BE COMPLETED]

a) GSK CH Sweden Representative:

Name: [ Darren Folker ]

Title: [ GM ]

b) NSG Representative:

Name: [ Helen Stjerna ]

Title: [ General Secretary ]

**Exhibit B**

**DISCLOSURE OF TRANSFERS OF VALUE**

1. GSK CH Sweden has made an ongoing commitment to transparency in its dealings with healthcare professionals and healthcare organisations worldwide.
2. GSK CH Sweden is required to publicly disclose transfers of value it makes to healthcare professionals and healthcare organisations under the **local Industry Association's ("LIF") code of practice**
3. A **transfer of value** for this purpose includes the value of the Donation provided to NSG by GSK CH Sweden.
4. To enable GSK CH Sweden to accurately track and report this transfer of value, please complete or confirm the following details. This information (other than the email address) will be included in reports that GSK CH Sweden will publish on publicly accessible websites, along with details of the transfers of value made to NSG, to meet NSG's transparency reporting obligations.

<b>Full Name of NSG</b>	A NON SMOKING GENERATION		
<b>Registered Address</b>	Street: JARNTORGET 78		
	Country: SE	City: STOCKHOLM	Postcode: 12004
<b>Unique local Identifier *</b>	<b>Email *</b>	For GSK internal purposes only (e.g. forwarding statements to you) HELEN@NONSMOKING.SE	

Please complete this information using BLOCK Letters \* Optional

Please notify GSK CH Sweden if any of these details change: Darren.x.folker@gsk.com

Where NSG has previously supplied information for these purposes, the information above will be used to update the information NSG has previously provided. Disclosures will be made on the basis of the most recent information GSK CH Sweden has received from NSG.

5. GSK CH Sweden will publish details of all transfers of value made to NSG from 1<sup>st</sup> October 2020. Reports will be published annually on a publicly accessible GSK CH Sweden website or another platform, such as a central platform provided by LIF and this publication will be maintained for at least 3 years. Details of GSK CH Sweden's transparency reporting can be found at: <http://www.gsk.com/uk/about-us/transparency.html>
6. Prior to publication/disclosure, GSK CH Sweden will provide NSG with a statement of the transfers of value it proposes to disclose against its name.
7. By executing this Agreement NSG acknowledges and agrees that these disclosures will be made.

<b>For OFFICE USE ONLY</b>	LOC/Operating Unit:		Market:	
	GSK contact:	New: <input type="checkbox"/>	Change: <input type="checkbox"/>	GID (if known):