

EULAR 2024 INVESTMENT OPPORTUNITIES AGREEMENT

Investment Opportunities Agreement

between
European Alliance of Associations for
Rheumatology, Seestrasse 240, 8802 Kilchberg,
Switzerland

(hereinafter "EULAR")
and

Company

Address

(hereinafter "Company")

Whereas, EULAR is an organisation representing the people with arthritis/rheumatism, health professionals and scientific societies of rheumatology of all the European nations and aims to reduce the burden of rheumatic diseases on the individual and society and to improve the treatment, prevention and rehabilitation of musculoskeletal diseases;

Whereas, EULAR will organise an onsite congress of Rheumatology to be held in Vienna from 12 June 2024 to 15 June 2024 (hereinafter "EULAR Congress");

Whereas, Company wishes to fund part of the costs relating to the organisation and the performance of the EULAR Congress;

Now, therefore, the Parties hereto agree as follows:

1. INVESTMENT OPPORTUNITIES

1.1 In General

Company shall fund part of the costs relating to the organisation and the performance of the EULAR Congress. In return, EULAR shall enable Company to carry out corporate support activities.

1.2 Corporate Support Activities

The corporate support activities that Company can subscribe are described in the EULAR 2024 Investment Opportunities manual (hereinafter "EULAR 2024 IO") that is available on the EULAR website https://congress.eular.org/investment_opportunities_resources.cfm. The EULAR 2024 IO manual also sets out the fee that Company has to pay for such support activities (hereinafter the "Fee") and the services that EULAR has to provide (hereinafter the "Services").

1.3 Transactional Taxes

All amounts due under this Agreement are exclusive of any sales, use, goods and services or VAT which may be imposed by any governmental authority in connection with the Services provided by EULAR to Company hereunder (collectively the "Transactional Taxes"). Any applicable Transactional Taxes for which the liability belongs to EULAR will be charged to Company in addition to the Fee due under this Agreement. Company shall pay to EULAR and EULAR shall remit to the relevant government authority such Transactional Taxes. Company acknowledges that it might have to pay VAT directly to the Austrian tax authorities (reverse charge system, art.19 para. 1 Austrian VAT act). Company undertakes to pay such VAT as requested by the tax authorities and shall indemnify EULAR if it fails to do so.

1.4 Subscription

Company can subscribe the services, which it wishes to receive by filling in the relevant booking form(s) to be found in the EULAR 2024 IO (hereinafter the "Booking Form") and returning it/them to EULAR. EULAR can accept or reject the subscription at its sole discretion. Upon EULAR's explicit acceptance of the subscription or upon EULAR sending the invoice, this Agreement and the relevant dispositions in the EULAR 2024 IO and in the Booking Form become binding for both Parties.

1.5 Invoicing and Payment Dates

EULAR shall send to Company an invoice for the Fee to be paid by Company. Such invoice shall comply with the Swiss or the Austrian invoicing requirements. Company may request that the invoice bears additional details (e.g. purchase order

number), provided such request is reasonable. The details of the invoicing and the payment dates are set out in the Booking Form.

1.6 Due Date for Payments

Company shall pay the Fee latest on the dates specified on the relevant invoice.

1.7 Cancellation of Services Booked

Company is entitled to cancel the Services booked against the payment of a cancellation fee (exclusive Transactional Taxes) as set out and if foreseen in the Booking Form.

2. OBLIGATION OF EULAR

2.1 Organisation of the EULAR Congress

EULAR shall organise the EULAR Congress materially as planned (except in case of a Force Majeure event as defined below) and in compliance with applicable laws and regulations. Company understands and agrees that EULAR may modify the scientific programme of the EULAR Congress.

EULAR will bear full financial responsibility for the EULAR Congress.

2.2 Services

EULAR shall perform the Services as described in the relevant disposition in the EULAR 2024 IO and in the Booking Form(s).

2.3 Availability of virtual Services

EULAR does not warrant that the virtual Services (including EULAR Congress App and on demand content) will at all times be available and error free. EULAR shall perform the virtual Services in a professional manner consistent with industry standards.

2.4 Use of Fee

EULAR shall use the Fee solely for the purposes set out in its by-laws and in accordance with applicable laws and regulations.

3. RIGHT TO USE INTELLECTUAL PROPERTY RIGHTS

With this Agreement, none of the Parties assigns or transfers any of its intellectual property rights.

If the Services to be provided by EULAR include the publication of content provided by Company (hereinafter "Content"), Company herewith grants to EULAR a worldwide, exclusive right to use, share, copy, store and redistribute the Content in any medium or format for the duration of the EULAR Congress. EULAR may use, share, copy, store and redistribute the Content free of charge or at the EULAR Congress registration fee for the target audience for the duration of the EULAR Congress.

4. CONGRESS LOCATION

The Company will comply with local legislation, official requirements and directives, with Technical Guidelines of Messe Wien, the House Rules of Messe Wien and the Manual of EULAR. In particular, the Company has to comply with the relevant security requirements and security instructions of Messe Wien.

5. INSURANCE

Company undertakes to enter into adequate insurance policy, in particular an insurance covering the damages to goods, persons and a liability insurance. EULAR will not provide any insurance cover to Company. EULAR is entitled to request a certificate of insurance.

6. TERM

This Agreement shall remain valid until the completion of all obligations of the Parties under this Agreement.

7. NO INFLUENCE ON RESEARCH, TREATMENTS OR SALES

Company agrees and confirms that this Agreement has been concluded neither to influence research or research topics, nor to influence treatment decisions, nor current or future sales transactions with EULAR or the participants to the EULAR Congress. The Corporate Support does not commit EULAR or the participants to the EULAR Congress to conduct research in a particular field or manner, or to accept, prefer or recommend services or products from Company.

8. TRANSPARENCY

Company and EULAR commit to transparency as set out in various legislation, regulations, and

standards of applicable international and national codes of the pharmaceutical industry. Thus, the Parties may disclose payments or transfers of value under this Agreement as well as further details, as deemed necessary by the disclosing Party, including publication on its websites.

Upon the other Party's request, each Party will provide to the other the necessary information allowing it to comply with its transparency requirements.

9. COMPLIANCE AND CONFLICT OF INTERESTS

Company shall comply with the EULAR Code of Practice, with applicable legislation, regulations, and the standards of applicable international and national codes of the pharmaceutical industry. Each Party ensures to the other Party that it is not aware of any conflict of interests, which would prevent it from entering into this Agreement.

10. ANTI-BRIBERY

In connection with the performance of this Agreement, neither Party has made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would violate the anti-bribery and money-laundering legislation or any other applicable law.

11. DATA PRIVACY

The Parties may process personal data of the other Party for the purpose of fulfilling this Agreement (art. 4 and 13 Swiss DPA, art. 6 para. 1 lit. b GDPR). EULAR may further process the data for marketing purposes, in particular for managing prospecting and loyalty and receiving news (art. 4 Swiss DPA, art. 6 para. 1 lit. a GDPR).

The Parties may process the data as long as necessary for the processing purposes, namely during the business relationship and for a duration of 11 years thereafter for bookkeeping purposes and where its overriding interests allow it, in particular to be able to be able to prove proper

performance of EULAR's obligations. The data subject may withdraw its consent to the processing for marketing purposes at any time.

The personal data processed include the following data: name of Company, name of EULAR, first and last name of contact person(s) and meeting attendees, title, postal address, email addresses, telephone and fax numbers and bank information.

The Parties may share the data to third parties providers ("processors"), solely for the purposes mentioned above. The data may be processed worldwide (in particular data published on the web) always in compliance with data protection laws. Personal data may be disclosed if one of the Party is legally obliged to do so.

The Parties warrant to each other that they have taken appropriate technical and organisational measures to protect personal data against loss and unauthorised access.

Company and EULAR warrant to each other that, where necessary, the data subjects have provided their consent to the processing of their personal data after having been duly informed. The persons whose personal data are processed have the right to access and correct their own personal data and the right to withdraw their consent. For this purpose, they must send any queries about the processing of their personal data to Company or EULAR, respectively. They also have the right to address a complaint to the Federal Data Protection and Information Commissioner ("FDPIC") and/or to the competent supervisory authorities in the EU.

It is not possible to limit the processing or deletion of personal data if this data is necessary for the fulfilment of the Agreement or if one of the Party has a legitimate interest in processing or storing such data.

Company can contact EULAR by letter (EULAR, Seestrasse 240, 8802 Kilchberg, Switzerland) or email (eular@eular.org) for data protection concerns.

12. INDEMNIFICATION

In connection with the performance of this Agreement, Company warrants that it complies with applicable legislation, regulations, standards of applicable international and national codes of the pharmaceutical industry and the EULAR Code of Practice. Company further warrants that it does not infringe third party rights (such as trademark rights and copyrights).

Company shall indemnify EULAR from any losses, liabilities, damages and claims (including reasonable attorneys' fees) incurred by EULAR as a result of any claim, in which it is asserted that Company infringed applicable legislation, regulations, standards of applicable international and national codes of the pharmaceutical industry, the EULAR Code of Practice or third party rights. EULAR shall promptly notify Company of any asserted claim. Company, at its sole expense, shall diligently conduct the defence of such claim and all negotiations for its settlement, using competent legal advisors. EULAR shall give Company reasonable assistance, at the Company's request and expenses.

13. LIMITATION OF LIABILITY

Unless otherwise foreseen by mandatory law, the liability of EULAR shall be limited to half of the amount received under this Agreement.

14. GENERAL PROVISIONS

14.1 Force majeure

A "Force Majeure Event" shall mean any event beyond EULAR's control, including unforeseen circumstances such as civil riots, governmental restrictions on foreign travel, communicable diseases, union actions, war, natural disaster.

EULAR may cancel, totally or partially, the EULAR Congress if a Force Majeure Event affects the EULAR Congress financially or technically and/or affects the reputation of the EULAR Congress or EULAR itself in such a way that the holding of the EULAR Congress would be unreasonable or inappropriate. The same applies if the Force Majeure Event might not last until the EULAR Congress takes place or if EULAR has reasons to

believe that a Force Majeure Event will occur during the EULAR Congress.

In case of total or partial cancellation of the EULAR Congress due to a Force Majeure Event, EULAR does not have to refund any Fee (and Transactional Taxes) already paid and all unpaid Fees remain due, plus any applicable transactional taxes. Notwithstanding the foregoing, EULAR will use its best efforts to offer to Company (as well as to all other companies) a solution mitigating the consequences of the Force Majeure Event.

14.2 Severability

If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original provision.

14.3 Whole Agreement

This Agreement contains the whole agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral, between the Parties relating thereto. No general terms and conditions, terms of use or any other terms of Company shall be applicable.

14.4 Governing Law and Forum Selection

This Agreement is governed by the substantive Laws of Switzerland, excluding the conflict of law rules. The exclusive place of jurisdiction shall be at the ordinary courts of the seat of EULAR.

Kilchberg / Zurich, October 2023

**European Alliance of Associations for
Rheumatology**

Name of signer:

Name of signer: Andreas Ott

Position:

Position: CFO / Head Finance & HR

Place and date:

Place and date:

Signature:

Signature:

Name of signer:

Name of signer:

Position:

Position:

Place and date:

Place and date:

Signature:

Signature: