

202306-88_Sponsorship Agreement Danish Patient Association

SPONSORSHIP AGREEMENT

This agreement ("**Agreement**") is made

by and between

Pulmonx International SARL], with the following legal address: Rue de la Treille 4, 2000 Neuchâtel, Switzerland (hereinafter "**Pulmonx**").

and

Lungeforeningen with the following legal address: Strandboulevarden 49, B-8 2100 København Ø (hereinafter the "**Recipient**"),

Pulmonx and the Recipient (hereinafter together referred to as the "**Parties**" and each individually also as the "**Party**") agree as follows:

Article 1 – Scope of Agreement

- 1.1. Pulmonx is a company of an international group involved in the medical devices sector and is a world leader in the field of interventional pulmonology, planning tools, and treatments for obstructive pulmonary diseases.
- 1.2. Recipient is a patient organization, which is a not-for profit organization, patient focused and whose activities do not benefit a limited number of people.
- 1.3. Recipient plans to provide educational content of particular interest to patients/people affected by chronic respiratory diseases. Such educational content shall include, without limitation, particularly the following:
 - (i) updating of Recipients' website with educational content regarding emphysema and potential treatment,
 - (ii) providing pictures and/or animation for patients to use,
 - (iii) creation and distribution of a webinar for patients, by Dr Kristine Jensen
 - (iv) creation and distribution of newsletter, and
 - (v) supporting patient meeting as well as supporting events to raise awareness(the "**Program**").
- 1.4. Recipient is interested in establishing a partnership with supporters to sustain the Program.
- 1.5. Pulmonx is interested in supporting the educational content conducted by Recipient and acknowledges and agrees to support particularly the Program, which is subject of this Agreement and to provide a sponsorship to Recipient in respect to the Program.
- 1.6. Pulmonx provides the Recipient with the financial contribution in the amount indicated in Article 2 of the Agreement to use the payment solely for the purposes of the Program and as further

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set out in this Agreement (hereinafter the "**Sponsorship**").

Article 2 – Sponsorship

- 2.1 The Parties hereto agree that the Sponsorship amount shall be **EUR 3000**
- 2.2 Under this Agreement the total amount of the Sponsorship shall be paid after signature of this Agreement and within thirty (30) days from Pulmonx' receipt of the Recipient's invoice.
- 2.3. The Sponsorship shall be paid to the Recipient 's bank account as follows:

Account owner:Lungeforeningen

Bank: Danske Bank

Account Number: 2500496595

IBAN: DK51 3000 2500 4965 95

BIC: DABADKK

Article 3 – Warranties, Obligations and Agreements

- 3.1 Pulmonx acknowledges that it is supporting the Program, which is the subject of the Agreement, solely out of liberal intent and does not expect any direct or indirect consideration in return for its commitment.
- 3.2 The Parties agree that Pulmonx shall not intervene or participate in the specific use of the Sponsorship under the Program.
- 3.3 The Recipient is responsible for all decisions regarding the use of the Sponsorship for educational purposes concerning the Program in the field of **chronic respiratory diseases**.
- 3.4 As applicable, the Recipient undertakes to produce, realize, record, demonstrate and, if applicable, publish educational and training webinars for patients, and to produce and disseminate patient brochures, newsletters and other content regarding the Program.
- 3.5 The Parties agree and acknowledge that the Recipient is solely responsible for the conditions of the content of the Program, including, if applicable, obtaining all permissions that Recipient must obtain, particularly those related to the right to the image of participants. The Parties further agree and acknowledge that Recipient remains the sole owner of the produced content regarding the Program.
- 3.6 Payments received from Pulmonx will be used in line with the MedTech Europe Code of Business Practice and with all applicable laws and regulations, directives, procedures and guidelines or industry codes of practice, guidance and any other requirements of any relevant government or governmental agency, including without limitation, those related to anti-bribery and anti-corruption, as amended from time to time.
- 3.7 The Parties agree and acknowledge that the Sponsorship is made for the sole purpose of supporting healthcare and contributing medical knowledge.
- 3.8 The Sponsorship is further not and may not be considered or appear to be as an inducement

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for the Recipient to recommend, prescribe, purchase, supply, sell or administer specific medicinal products or services, or to influence the decision-making of any government authority or government official, or to reward any such past or future behaviour.

3.9 The Parties acknowledge and agree that nothing in this Agreement shall require the Recipient or any agent, employee, or affiliate thereof to purchase, lease, order, or prescribe (or arrange for or recommend the purchase, lease, order, or prescription) of any Pulmonx products or services.

3.10 The Recipient hereby represents, warrants and undertakes that:

- (a) none of trustees, officers or board members of the Recipient is in a position to influence purchase of Pulmonx products or services, or if any are in such a position, the provision of this Sponsorship will have no effect on purchasing decisions;
- (b) the Recipient is fully qualified to enter into this Agreement, receive the Sponsorship and perform this Agreement and that performance of this Agreement is not in conflict with any obligation as arising from generally binding legal regulations, position and arising from any binding upon him guidelines and internal regulations;
- (c) the Recipient has obtained and will maintain any and all authorizations, licenses, registrations or other permissions necessary to receive the Sponsorship and perform this Agreement and that such have not been revoked, restricted or suspended;
- (d) if the Recipient is obliged under applicable laws, the Recipient has observed the obligation to apply for permission from the relevant governmental or regulatory authorities to receive the Sponsorship, perform and conclude the Agreement with Pulmonx;
- (e) the Recipient complies fully with all applicable disclosure obligations relating to its relationship with Pulmonx that are imposed on the Recipient and expresses its consent that Pulmonx will collect and track financial and other information regarding this Agreement and disclose such information to state, federal, other authorities in order for Pulmonx to comply with any and all relevant state, federal, other laws and industry regulation requiring such disclosure;
- (f) the Recipient shall have no authority to bind Pulmonx or create any obligations of any kind on behalf of Pulmonx;
- (g) the Recipient is aware of the rules governing the advertising of medical devices, both to the general public and to health professionals and that the Recipient shall refrain from promoting (or denigrating), directly or indirectly, any treatment within the framework of the aforementioned rules and of the implementation of the Program.

3.11 Upon request of Pulmonx, the Recipient shall provide to Pulmonx a follow up report on the use of the Sponsorship and/or adequate documentation (e.g. provide a report on the use of the Sponsorship) verifying that the Sponsorship was used in accordance with the terms and conditions of this Agreement.

3.12 Subject to applicable laws and/or internal regulatory, tax or auditing obligations Pulmonx may have to abide by, the Recipient agrees that Pulmonx may itself or through an independent third party conduct ad hoc on-site reviews at any time in order to verify that the Sponsorship was used in accordance with the terms and conditions of this Agreement. Pulmonx' representative(s) conducting such reviews shall be given full access by the Recipient to all information, premises

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and employees as required by the Pulmonx for this purpose. The Recipient shall comply with all reasonable requests, directions and monitoring requirements of Pulmonx and shall generally cooperate with and assist Pulmonx in such reviews. Pulmonx shall provide at least fourteen (14) days notice to the Recipient of any review under this Agreement that it plans to conduct.

3.13 In the event of a breach of any of the representations or warranties in this Article 3, this Agreement shall be, upon invocation by Pulmonx, terminated without the requirement of any written notice of termination. In the event of a breach of this Article 3 by Recipient, Recipient shall indemnify Pulmonx for all and any damages and losses, that shall not exclude Pulmonx other entitlement to equitable relieves. Notwithstanding such breach and termination of the Agreement:

(i) any claims for any commission, compensation, reimbursement, or other payment by the Recipient, with regard to any transaction for which a breach of the representations has occurred, shall be terminated;

(ii) the Recipient shall further indemnify and hold Pulmonx harmless against any and all claims, losses, or damages arising from or related to such breach or violence of the Agreement, or both.

Article 4 – Absence of Exclusivity

The Recipient declares that Pulmonx is not an exclusive partner of the Recipient. Indeed, the Recipient has recourse to various supporters, other than Pulmonx, to support the projects that it conducts under its own responsibility.

Article 5 – Duration and Termination

5.1 This Agreement shall become effective on the date of signing the Agreement by both Parties (“**Effective Date**”) and shall remain in force for and automatically expire without any further notice being required after a period of 1.7.2023 from the Effective Date.

5.2 Pulmonx shall have the right to terminate this Agreement immediately upon written notice if Pulmonx concludes that the Recipient has failed to meet or comply with any obligations set out under Articles 3 and 7 as well as in the event the Recipient uses the Sponsorship for any purpose and/or program other than the one specified in Article 1 herein. This provision shall apply without prejudice to the right of Pulmonx to terminate the Agreement immediately in other cases.

5.3 Upon expiration or termination for whatever reasons of this Agreement, the Recipient shall return all information or material in its possession in relation to this Agreement.

Article 6 – Miscellaneous

6.1 The Recipient shall not assign any of its rights and obligations under this Agreement without the prior written consent of Pulmonx. Pulmonx shall be entitled to assign its rights and obligations under this Agreement to any subsidiaries, parent, affiliated companies of the Pulmonx group of companies, any successor or third party.

6.2 If any provision contained in this Agreement or any part thereof is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the provisions, which shall be given full effect, without regard to the invalid provision.

6.3 This Agreement constitutes the entire agreement between the Parties hereto in relation to the subject matter hereof and replaces all previous agreements and discussions relating to the same

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or similar matters including without limitation the agreement entered into between Pulmonx or any of its affiliates, and the Recipient. This Agreement may only be modified in a written form signed by both Parties.

- 6.4 The obligations contained in this Agreement are in addition to any other obligations which the Recipient may have under the applicable law.

Article 7 - Ethical Business Practices

- 7.1 The Recipient and Pulmonx each hereby represents and warrants that: in carrying out its responsibilities under the Agreement, each Party and its owners, officers, directors, employees, or Recipient thereof have not paid, offered or promised to pay, or authorized the payment of, and will not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons, or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public international organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose.

- 7.2 The Parties further agree and acknowledge on the neutrality and independence of the Recipient. Pulmonx agrees to respect and adhere to said independence and neutrality of Recipient in particular with regards to the use of the Sponsorship under the Program.

Article 8 - Governing Law and Settlement of Disputes

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflicts of law provision.
- 8.2 All disputes, controversies and claims arising out of or in connection with this Agreement which cannot amicably be settled between the parties, will be exclusively submitted to the competent court in Neuchatel, Switzerland. Notwithstanding the foregoing, injunctive or provisional relief may be sought in any court having jurisdiction, at the plaintiff's option.
- 8.3 During disputes and pending legal proceedings each Party is required to continue to perform its obligations under this Agreement, unless to do so would be impossible or impractical in the circumstances.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Pulmonx Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Pulmonx Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mfoust@pulmonx.com

To advise Pulmonx Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mfoust@pulmonx.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Pulmonx Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mfoust@pulmonx.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Pulmonx Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mfoust@pulmonx.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pulmonx Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pulmonx Corporation during the course of your relationship with Pulmonx Corporation.