

# **Novo Nordisk Binding Corporate Rules**

for the protection of personal data transfers

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# 1 BACKGROUND AND OVERVIEW

## 1.1 Introduction to the Binding Corporate Rules

Novo Nordisk is committed to respectful processing of Personal Data in our business operations that complies with applicable Data Protection Laws. These Binding Corporate Rules ("BCRs") establish Novo Nordisk's approach to compliance with European Data Protection Laws and specifically to transfers of Personal Data that originates in Europe between the Novo Nordisk Entities. A list of the Novo Nordisk Entities covered by these BCRs are listed in Appendix 6. These BCRs also apply where Novo Nordisk Entities process Personal Data on behalf of other Novo Nordisk Entities.

## 1.2 Definitions

In the BCR, the expressions have the meanings ascribed to them in article 4 of the GDPR. In addition to the terms used in the GDPR, terms written with a capital letter will have the meaning ascribed to them below, which are also in line with the GDPR.

<b>Term</b>	<b>Definition</b>
Binding Corporate Rules or BCR	means the Novo Nordisk Binding Corporate Rules set out in this document, including its appendices and the Unilateral Declaration.
Consent	means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her.
Data Subject's Requests and Complaint Handling Procedure	means the data subject's requests and complaint handling procedure set out in Appendix 1 of the BCR.
Europe	for the purpose of these BCRs reference to Europe refers to the European Economic Area ('EEA').
European Data Protection Laws or simply Data Protection Laws	means the General Data Protection Regulation and any national data protection legislation enacted by member states of the European Economic Area in accordance with the right granted to Member States under the GDPR.

General Data Protection Regulation	means the EU Regulation (EU) 2016/679 (General Data Protection Regulation) to be applied as of 25 May 2018.
List of Entities	means the list of Novo Nordisk Entities participating in the BCR as set out in Appendix 6 to the BCR.
Local Data Protection Responsible	means the Novo Nordisk employee or external counsel appointed to drive local data protection compliance for one or more Novo Nordisk Entities.
Member State	means a member state of the EEA.
Novo Nordisk	means Novo Nordisk A/S and its subsidiaries owned and controlled directly or indirectly, which are participating in the BCR from time to time.
Novo Nordisk Entity	means a Novo Nordisk entity participating in the BCR.
Novo Nordisk Headquarters	means Novo Nordisk A/S.
Personal Data	means any information relating to an identified or identifiable natural person as defined in article 4(1) of the GDPR.
Service Level Agreement (SLA)	means an agreement between a Novo Nordisk Entity acting as a service provider and another Novo Nordisk Entity acting as a service recipient that defines the level of service expected from the Novo Nordisk Entity acting as a service provider.
Special Categories of Personal Data	means personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
Supervisory Authority	means an independent public authority which is established by a Member State to oversee compliance with data protection legislation as defined in article 4(21) of the GDPR.
Updating Procedure	means the updating procedure set out in Appendix 4 of the BCR.

Unilateral Declaration	means the unilateral declaration signed by authorized signatories of Novo Nordisk A/S in order to make the BCR legally binding.
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The following acronyms are used in the BCR:

BCR	Binding Corporate Rules
DPO	Data Protection Officer
DPR	Data Protection Responsible
EEA	European Economic Area
GDPR	General Data Protection Regulation

### 1.3 Scope of the BCR

Novo Nordisk BCR covers all transfers of Personal Data between Novo Nordisk Entities, where the Personal Data originates in Europe. This includes the initial transfer from a Novo Nordisk Entity in Europe to a Novo Nordisk Entity located outside Europe in a jurisdiction, which does not provide an adequate level of protection of Personal Data as acknowledged by a decision of the European Commission (a "third country"). Further, it includes the subsequent processing of the Personal Data by such Novo Nordisk Entity located in a third country.

The Personal Data transferred under the BCR will mainly concern the following types of data subjects: Novo Nordisk employees, healthcare providers, patients, contractors and business contacts.

Further details about the scope of processing activities covered by the Novo Nordisk BCR, including the categories of Personal Data and types of processing activities for each type of data subjects are set out in Appendix 5 (Overview of data processing activities covered by the BCR).

### 1.4 Binding effect upon the Novo Nordisk Entities

The BCR apply to Novo Nordisk A/S and subsidiaries owned and controlled indirectly or directly by Novo Nordisk A/S and included in the list of participating entities set out in Appendix 6 to the BCR. All Novo Nordisk Entities participating in the BCR and their employees are bound to comply with the BCR including all appendices hereto in respect of any transfer of Personal Data between Novo Nordisk Entities covered by the BCR.

Only the Novo Nordisk Entities included in the List of Entities set out in Appendix 6 to the BCR will fulfil the obligations set out herein. Non-EU Novo Nordisk Entities covered

will only adhere to the BCR and fulfil the obligations with respect to Personal Data transferred out of the EU or EEA under the BCR.

### **1.5 Third party beneficiary rights**

Data subjects whose personal data is (i) transferred from the EEA to a country outside the EEA by a Novo Nordisk Entity and (ii) is subject to the BCR shall be able to enforce the following third party beneficiary rights against such Novo Nordisk Entity:

- **Enforce compliance.** Seek enforcement of compliance with these BCRs, including its appendices, including but not limited to seeking enforcement of the following rights and principles:
  - The substantive principles for the processing of Personal Data set out in clause 2;
  - The rights of the data subject set out in clause 3;
  - Local statutory regulations insofar as such local law stipulates a higher level of protection of Personal Data than the BCR;
  - The right to make a complaint through the procedure set out in the Data Subjects' Requests Procedure;
  - Any support of or cooperation needed with European Supervisory Authorities.
  
- **Complain to Novo Nordisk.** Complain to a Novo Nordisk Entity established in Europe responsible for exporting the Personal Data in accordance with the Data Subject's Requests and Complaint Handling Procedure in Appendix 1, and seek appropriate redress from the Novo Nordisk Entity in Europe responsible for exporting the Personal Data including the remedy of any breach of the BCR by the non-European Novo Nordisk Entity.
  
- **Seek compensation.** To obtain redress and where appropriate, receive compensation from the Novo Nordisk Entity responsible for exporting the Personal Data or the Novo Nordisk Headquarter for any damage suffered as a result of a breach of the BCR by the non-European Novo Nordisk Entity importing the Personal Data.
  
- **Complain to a European Supervisory Authority.** Lodge a complaint with a European Supervisory Authority of competent jurisdiction, in particular in the Member State of the data subject's:
  - habitual residence;
  - place of work; or
  - where the alleged infringement of the BCR occurred.

- **Take judicial action.** Take action against a Novo Nordisk Entity in order to enforce compliance with the BCR in the courts of the jurisdiction in which the European Novo Nordisk Entity responsible for exporting the Personal Data to a Novo Nordisk Entity established in a non-European country is established or in the courts of the jurisdiction in which the data subject has his or her habitual residence either against the European Novo Nordisk Entity responsible for exporting the Personal Data or against the Novo Nordisk Entity established in a non-European country importing the Personal Data in order to enforce compliance with the BCR, including the appendices.
- **Copy of the BCR.** Obtain a copy of the BCR with its appendices and the Unilateral Declaration on request or by obtaining a copy of the BCR on Novo Nordisk's website.

Novo Nordisk agrees that the burden of proof to show that a Novo Nordisk Entity outside Europe is not responsible for the breach, or that no such breach took place, will rest with the European Novo Nordisk Entity responsible for exporting the Personal Data to a Novo Nordisk Entity outside Europe. For claims directed towards the Novo Nordisk Headquarter, the burden of proof will be on the Novo Nordisk Headquarter, regardless of which Novo Nordisk entity was responsible for the alleged breach.

In addition, claims may be brought against the Novo Nordisk Headquarter, which has undertaken to accept responsibility for and agreed to take the necessary action to remedy the acts of other Novo Nordisk Entities outside the EEA and to pay compensation for any damages resulting from the violation of the BCR by Novo Nordisk Entities.

In the event that a non-EEA Novo Nordisk Entity is no longer a party to the BCR or otherwise ceases to exist, the third-party beneficiary rights provided to Data Subjects under this clause 1.5 will survive in order to ensure that the Data Subject's rights are not affected by such withdrawal from the BCR.

## **1.6 Novo Nordisk Data Protection Organization**

Novo Nordisk A/S has appointed a global DPO for the Novo Nordisk group. The DPO has a Data Protection Office, which, together with the DPO, is responsible for overseeing compliance with the BCRs and ensuring that changes to the BCRs are notified to Novo Nordisk Entities covered by the BCR, to the European Supervisory Authorities and to data subjects who benefit from the BCR.

The Novo Nordisk Data Protection Office is supported by Data Protection Responsibles ("DPRs") and legal and compliance organizations at both regional and country levels,



who are responsible for ensuring compliance with the BCRs on a day-to-day basis. The DPO and the Novo Nordisk Data Protection Office reports to Novo Nordisk A/S' Executive Management and Board of Directors to ensure that senior management is committed to data protection in Novo Nordisk and to compliance with the BCRs.

### **1.7 Contact details**

Questions regarding the provisions of the BCRs, data subject rights under the BCRs, or any other personal data protection issues, may be directed to the Novo Nordisk Data Protection Office:

Data Protection Office  
+45 4444 8888  
[privacy@novonordisk.com](mailto:privacy@novonordisk.com)  
Novo Nordisk A/S  
Krogshøjvej 55  
2880 Bagsvaerd  
Denmark

## **2 SUBSTANTIVE PRINCIPLES FOR PROCESSING PERSONAL DATA**

### **2.1 Compliance with local law**

Novo Nordisk is committed to ensuring compliance with all applicable European Data Protection Laws and will ensure that where Personal Data is collected and processed, this is done in accordance with local law.

Where there is no law or the law in non-European countries does not meet the standards set out in the BCRs, Novo Nordisk will process Personal Data in compliance with the BCRs.

If there is reason to believe that local legislation applicable to any Novo Nordisk Entity prevents it from fulfilling its obligations under the BCR or such legislation has a substantial effect on its ability to comply with the BCR, Novo Nordisk will comply with the procedures set out in clause 4.3 below.

### **2.2 Lawfulness, fairness and transparency**

The processing of Personal Data by Novo Nordisk must be lawful, fair and transparent to the data subject. Novo Nordisk will explain to data subjects about the processing of their Personal Data in accordance with clause 2.3 and will only obtain and process Personal Data for specified, explicit and legitimate purposes.

#### **2.2.1 Lawfulness**

The processing of Personal Data by Novo Nordisk shall be done lawfully in compliance with the relevant statutory provisions and with due regard for the principles laid down in the BCR.

The processing of Personal Data by a Novo Nordisk Entity is only permissible if at least one of the following prerequisites are fulfilled:

- the data subject has given his or her Consent;
- processing is necessary for the performance of a contract to which the data subject is party or to take steps at the request of the data subject to establish a contractual relationship with the data subject;
- processing is necessary to safeguard legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of Personal Data, in particular where the data subject is a child; or
- processing is necessary for compliance with the law of the Member State to which the controller is subject; or

- processing is necessary to protect the vital interests of the data subject or of another natural person.

#### 2.2.2 Fairness (processing of Personal Data for new purposes)

Novo Nordisk will ensure that Personal Data is processed exclusively for specified, explicit, and legitimate purposes and that data subjects are informed about those purposes in accordance with clause 2.3.

Novo Nordisk will ensure that no processing of Personal Data is incompatible with the purposes for which the Personal Data were initially collected.

Using Personal Data for new or different purposes is only permitted if the data subject has given his/her Consent or if this is permitted under European Data Protection Laws, e.g., in the interest of scientific or historical research, and where Novo Nordisk have otherwise observed the requirements of the GDPR.

Novo Nordisk will ensure that data subjects are provided with information prior to such further processing on the purpose of such processing along with any other relevant information pursuant to clause 2.3 below, unless:

- the further processing is compatible with the purposes for which the Personal Data were initially collected; or
- Novo Nordisk has a legal basis for not doing so, as described in clause 2.3 below.

#### 2.2.3 Transparency

Any processing of Personal Data by Novo Nordisk must be transparent for the data subject. Novo Nordisk will ensure that data subjects are provided with information as set out in articles 13 and 14 of the GDPR within the timelines for providing information set out herein. Novo Nordisk will ensure that the information provided is concise, easily accessible and easy to understand, and that clear and plain language is used. Where appropriate, Novo Nordisk will use visualization to provide the information.

Novo Nordisk commits to make the BCR readily available to every data subject and the BCR will be available on Novo Nordisk's website and intranet.

## **2.3 Information to be provided to data subjects**

Prior to processing any Personal Data on data subjects, it must be ensured that the data subject is provided with the information required pursuant to articles 13 and 14 of the GDPR.

When providing the information, Novo Nordisk will ensure to observe the requirements set out in this clause 2.3.

### **2.3.1 Personal Data obtained from the data subject**

Except where the data subject already has the information, each Novo Nordisk Entity subject to the BCR will provide data subjects (from whom Personal Data relating to the data subject is collected) with at least the following information at the time when the Personal Data is obtained:

- the identity and contact details of the controller and its representative, if any;
- the contact details of Novo Nordisk's Data Protection Office;
- the purpose(s) of the processing and the legal basis for the processing;
- where the processing is based on a balancing of interests, the legitimate interest pursued by the relevant Novo Nordisk Entity;
- the recipients or categories of recipients;
- where applicable that the Personal Data is intended to be transferred to a third country, including how adequate safeguards for the protection of data is ensured and the means by which to obtain a copy of or more information on such adequate safeguards;

In addition, each Novo Nordisk Entity subject to the BCR will provide the following information to the data subject at the time when the Personal Data is obtained, insofar as such information is relevant and necessary to ensure fair and transparent processing:

- the period for which the Personal Data will be stored or if that is not possible, the criteria used to determine that period;
- the existence of the right to request access to, rectification or restriction of and/or erasure of Personal Data as well as the right to object to the processing and the right to data portability;
- where a processing is based on consent, the right to withdraw such consent;

- the right to lodge a complaint with a Supervisory Authority;
- whether the voluntary provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, including whether the data subject is obliged to provide the Personal Data as well as the possible consequences of failure to provide such Personal Data; and
- whether automated decision-making, including profiling, will be applied to the Personal Data, including information on the logic involved in such decision-making and the significance and envisaged consequences of such processing.

Where a Novo Nordisk Entity intends to process Personal Data for a different purpose than that for which the Personal Data were initially collected, the Novo Nordisk Entity in question will notify the data subject prior to that further processing on the purpose of such processing and provide the data subject with any other relevant information pursuant to the above.

#### 2.3.2 Personal Data obtained from a third party

Where the Personal Data has not been obtained from the data subject and where the data subject does not already have the information, each Novo Nordisk Entity will provide the data subject with at least the following information:

- the identity and contact details of the controller and its representative, if any;
- the contact details of Novo Nordisk's Data Protection Office;
- the purpose(s) of the processing and the legal basis for the processing;
- the categories of Personal Data concerned;
- the recipients or categories of recipients;
- where applicable that the Personal Data is intended to be transferred to a third country, including how adequate safeguards for the protection of data is ensured and the means by which to obtain a copy of or more information on such adequate safeguards;

In addition, each Novo Nordisk Entity will provide the following information to the data subject, insofar as such information is relevant and necessary to ensure fair and transparent processing:

- the period for which the Personal Data will be stored or if that is not possible, the criteria used to determine that period;
- where the processing is based on a balancing of interests, the legitimate interest pursued by the relevant Novo Nordisk Entity;
- the existence of the right to request access to, rectification or restriction of and/or erasure of Personal Data as well as the right to object to the processing and the right to data portability;
- where a processing is based on consent, the right to withdraw such consent;
- the right to lodge a complaint with a Supervisory Authority;
- from which source the Personal Data originate, and if applicable, whether it came from publicly accessible sources;
- whether automated decision-making, including profiling, will be applied to the Personal Data, including information on the logic involved in such decision-making and the significance and envisaged consequences of such processing.

Where a Novo Nordisk Entity intends to process Personal Data for a different purpose than that for which the Personal Data were initially collected, the Novo Nordisk Entity in question will notify the data subject prior to that further processing on the purpose of such processing and provide the data subject with any other relevant information pursuant to the above.

#### 2.3.2.1 Timeline for providing information

Each Novo Nordisk Entity subject to the BCR will provide the information set out in this clause 2.3.2:

- within a reasonable period after obtaining the Personal Data, but no later than within one (1) month;
- where the Personal Data are to be used for communication with the data subject, at the latest when the Novo Nordisk Entity in question is first communicating to the data subject;
- if disclosure to a third party is envisaged, at the latest when the Personal Data is first disclosed to such third party.



### 2.3.2.2 Exceptions to providing data subjects with information

When provided for by applicable law of a Member State, data subjects, whose personal data are obtained from a third party, will not have a right to information under the following circumstances:

- the provision of such information proves impossible or would involve a disproportionate effort, in particular for processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes, subject to the conditions and safeguards referred to in article 89(1) of the GDPR, or in so far as the obligation referred to in this clause 2.3 is likely to render impossible or seriously impair the achievement of the objectives of that processing. In such cases the relevant Novo Nordisk Entity will take appropriate measures to protect the data subject's rights and freedoms and legitimate interests, including making the information publicly available;
- if obtaining or disclosure of the Personal Data is expressly laid down by EU or Member State law to which the relevant Novo Nordisk Entity is subject and which provides appropriate measures to protect the data subject's legitimate interests; or
- where the Personal Data must remain confidential subject to an obligation of professional secrecy regulated by EU or Member State law.

## **2.4 Accuracy and data minimization**

Novo Nordisk will ensure that the Personal Data it processes is adequate, relevant and not excessive and will keep Personal Data accurate and up to date.

Data processing shall be guided by the principle of proportionality. The objective is to collect, process, and use only such Personal Data as is required for the relevant purpose of the processing. In particular, Novo Nordisk Entities will make use of the possibility to anonymize or pseudonymize Personal Data, provided that the cost and effort involved corresponds with the desired purpose. Statistical evaluations or studies based on anonymized Personal Data are not relevant for data protection purposes, provided that such Personal Data cannot be used to identify the data subject and provided that local law does not stipulate a higher level of protection for anonymized Personal Data than the BCR.

If Novo Nordisk learns that the Personal Data it processes is inaccurate or incomplete, Novo Nordisk will take appropriate measures to correct, block, or erase the data as relevant. Novo Nordisk actively encourages data subjects to inform Novo Nordisk when their Personal Data changes.



## **2.5 Storage limitation**

Novo Nordisk will only keep Personal Data for as long as it is necessary for the purposes for which the Personal Data were originally collected.

Novo Nordisk has in place procedures (as amended from time to time) that set out principles and rules for data retention and which apply to all Novo Nordisk Entities subject to these BCRs. Novo Nordisk will ensure that these data retention requirements are aligned with the requirements and standards for data retention set out in applicable European Data Protection Laws.

Personal data that is no longer required for the purposes for which it was collected and stored will be destroyed, deleted, or anonymized, unless Novo Nordisk is prevented from doing so under applicable laws. In the event that statutory retention periods apply but the purpose of processing the Personal Data has been fulfilled, the data shall be blocked rather than erased.

## **2.6 Safeguarding the use of special Categories of Personal Data**

Novo Nordisk may, if required for the purpose of the relevant processing activity, process and transfer Special Categories of Personal Data, namely health information about patients, clinical trial data and information on work related incidents.

Particular precaution must be taken if Special Categories of Personal Data are processed.

Should the processing of Special Categories of Personal Data be required, the explicit Consent of the data subject must be obtained, unless such processing is expressly permitted by the laws of a Member State (e.g. for the purpose of registering/protecting minorities), and additional requirements set out in the GDPR are complied with for the processing of Special Categories of Personal Data, including adequate security measures applicable for the processing of such Personal Data. Novo Nordisk Entities will not process on the basis of explicit consent under this clause 2.6, where EU or Member State law provide that the prohibition to process Special Categories of Personal Data referred to in article 9(1) of the GDPR may not be lifted by the data subject.

## **2.7 Data Security**

Novo Nordisk has established and documented an IT security organization and has integrated data security into the processes of the organization.

Novo Nordisk Entities subject to the BCRs will always adhere to Novo Nordisk's IT security policies (as amended from time to time) and to any other data security procedures relevant to specific business areas or functions.

The Novo Nordisk Entities will take appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration,

unauthorized disclosure of or access to Personal Data transmitted, stored or otherwise processed. Considering the state of the art and the costs of implementation, Novo Nordisk will ensure that such measures provide for a level of security appropriate to the risks represented by the processing and the nature of Personal Data (privacy by design). Such measures will further ensure that, by default, only Personal Data which are necessary for each specific purpose of the processing are processed (privacy by default).

Special Categories of Personal Data will be subject to specific security and protection measures.

Novo Nordisk has implemented a Personal Data Breach Response Process that sets out how all potential data breaches must be reported to Novo Nordisk's Data Protection Office and procedures for how the Data Protection Office and the Novo Nordisk Entities must handle personal data breaches. The Personal Data Breach Response Process also sets out how Novo Nordisk will ensure to notify relevant Supervisory Authorities without undue delay and no later than 72 hours after having become aware of a personal data breach, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Further, the Personal Data Breach Response Process sets out how Novo Nordisk will ensure to notify data subjects without undue delay where the personal data breach is likely to result in a high risk to the rights and freedoms of the data subjects.

Furthermore, any personal data breaches will be documented (comprising the facts relating to the personal data breach, its effects and the remedial action taken) and the documentation will be made available to Supervisory Authorities on request.

Personal data breaches can be reported to Novo Nordisk via the internal Compliance Hotline or at [privacy@novonordisk.com](mailto:privacy@novonordisk.com).

## **2.8 Direct marketing**

Novo Nordisk Entities will ensure that any direct marketing activities are performed in compliance with applicable local EU Member State law.

The Novo Nordisk Entities will inform the data subjects on their right to object to the processing of the data subjects' Personal Data for advertising purposes or for purposes of market research and/or opinion polling purposes. The Novo Nordisk Entities will inform the data subject of its right to object free of charge to the processing of the data subject's Personal Data. In such cases, the Novo Nordisk Entities will refrain from contacting the data subjects who have opted out of receiving marketing information.

## **2.9 Use of data processors**

If an external service provider to a Novo Nordisk Entity has access to Personal Data about data subjects (e.g. an external hosting provider), the following requirements will be observed:

- the service provider is assessed and selected by the Novo Nordisk Entity being the controller on the basis of the processor's ability to ensure the implementation and maintenance of necessary technical and organizational security measures required for complying with the Novo Nordisk BCR in relation to data processing;
- the controller will ensure and regularly verify that the processor remains fully compliant with the agreed technical and organizational security requirements;
- the rights and obligations of the processor must be regulated in a written agreement in which the rights and obligations of the processor are unambiguously defined. In particular, such agreement will stipulate that the processor:
  - processes the Personal Data only on documented instructions from the controller;
  - ensures the confidentiality of persons processing the Personal Data;
  - will not engage another processor without prior authorisation from the controller;
  - takes all measures required to implement the necessary technical and organisational security measures;
  - ensures that any processing by a sub-processor will be subject to the same data protection requirements as stipulated in the agreement between the controller and the processor;
  - assists the controller with answering requests from data subjects to exercise their rights;
  - that the processor remains liable to the controller for any breach of the data protection obligations by a sub-processor;
  - assists the controller in ensuring compliance with applicable security requirements, notification of Supervisory Authorities and data subjects in case of a data breach and with conducting data protection impact assessments and prior consultations with Supervisory Authorities, if necessary;
  - at the choice of the controller deletes or returns all copies of the Personal Data to the controller upon termination of the services;

- makes available to the controller all information necessary to demonstrate compliance with data protection legislation, in particular that the processor will contribute to audits, including inspections, conducted by the controller or a third party appointed by the controller; and
- the controller retains responsibility for the legitimacy of the processing and continues to be the point of contact for the data subject.

Where Novo Nordisk Entities process Personal Data on behalf of other Novo Nordisk Entities, a written agreement must be entered between the Novo Nordisk Entities acting as processor and controller, respectively. Such agreement must meet the requirements set out in this clause 2.9.

### **2.10 Transfers to third parties outside Europe**

Novo Nordisk Entities subject to the BCRs will not transfer Personal Data to a third party (i.e. a company that is not bound by the BCRs) outside Europe unless one of the following conditions are met:

- An adequacy decision by the EU Commission states that the country outside Europe has an adequate level of protection in accordance with Article 45 of the GDPR;
- The receiving entity demonstrates that it has an adequate level of protection for personal data within the meaning of Article 46 of the GDPR, e.g. by concluding EU Commission Standard Contractual Clauses or by concluding other appropriate contractual agreements between the transferring and the receiving entity, and provided that Novo Nordisk has assessed that the level of protection of the data subject's fundamental rights and freedoms is essentially equivalent to that guaranteed within the EU/EEA (in light of the Charter of Fundamental Rights in the EU) taking into account all circumstances of the transfer and any supplementary measures which may be necessary implement in order to safeguard the transfer; or
- Another valid legal basis under EU or Member State law has been established in accordance with chapter V of the GDPR.

A transfer may, under limited circumstances, be permissible under the derogations defined in Article 49 of the GDPR to the extent such transfer is not massive, disproportionate, or indiscriminate.

### **2.11 Accountability**

Everyone who works for or on behalf of Novo Nordisk is:

- responsible and accountable for processing Personal Data ethically and lawfully and in compliance with the provisions of the BCR and applicable Data Protection Laws;
- expected to comply with Novo Nordisk policies and procedures when processing Personal Data.

Novo Nordisk has processes and procedures in place to manage and oversee our compliance with data protection requirements, including the BCR. Further, Novo Nordisk has appropriate technical and organizational measures in place to enable compliance with these requirements. Everyone at Novo Nordisk is expected to follow Novo Nordisk's processes and comply with Novo Nordisk's procedures relevant to processing of Personal Data.

## **3 RIGHTS OF THE DATA SUBJECT**

### **3.1 Respect for data subjects' rights**

Each Novo Nordisk Entity subject to the BCR will adhere to the Data Subject's Requests and Complaint Handling Procedure set out in Appendix 1, and will be receptive to any queries or requests made by data subjects regarding the processing of their Personal Data.

Each Novo Nordisk Entity will ensure that all data subjects will be able to obtain:

- confirmation as to whether or not Personal Data relating to the data subjects is being processed and at least the following information:
  - the purposes of the processing,
  - the categories of Personal Data concerned,
  - the recipients or categories of recipients to whom the Personal Data are disclosed,
  - the envisaged period for which the Personal Data will be stored, or, if not possible, the criteria used to determine that period,
  - the existence of the right to request from the Novo Nordisk Entity rectification or erasure of Personal Data or restriction of processing of Personal Data concerning the data subject or to object to such processing,
  - the right to lodge a complaint with a Supervisory Authority,

- where the Personal Data are not collected from the data subject, any available information as to their source, and
  - whether automated decision making, including profiling, will be applied to the Personal Data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing;
- communication to the data subject in an intelligible form of the Personal Data undergoing processing and of any available information as to their source, including a copy of the Personal Data undergoing processing;
- the rectification, erasure or blocking of Personal Data the processing of which does not comply with the provisions of the BCR or applicable law, in particular because of the incomplete or inaccurate nature of the data;
- notification to third parties to whom the data has been disclosed of any rectification, erasure or blocking carried out in compliance with the above, unless this proves impossible or involves a disproportionate effort, without constraint, at reasonable intervals and without excessive delay or expense;
- restriction of a Novo Nordisk Entity's processing of the data subject's Personal Data where:
  - the accuracy of the Personal Data is contested by the data subject, for a period enabling the Novo Nordisk Entity to verify the accuracy of the Personal Data;
  - the processing is unlawful and the data subject opposes the erasure of the Personal Data and requests the restriction of their use instead;
  - the Novo Nordisk Entity no longer needs the Personal Data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims; or
  - the data subject has objected to processing pending the verification whether the legitimate grounds of the Novo Nordisk Entity override those of the data subject;
- the right to request portability of Personal Data, which the data subject has provided to Novo Nordisk, where the processing by Novo Nordisk is based on Consent or on a contract with the data subject and where the processing is carried out by automated means.

- the right at any time to object, on grounds relating to the data subject's particular situation, where the processing of Personal Data is based on a balancing of interests, including profiling based on the balancing of interests.
- the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

The law of a Member State may restrict the data subject's rights set out above, including the right to access if this right is exercised repeatedly within a short period of time, unless the data subject can show a legitimate reason for the repeated assertion of claims for information. Further, Novo Nordisk may restrict the data subject's right to access if the right adversely affect the rights and freedoms of others.

Where requests from a data subject are manifestly unfounded or excessive, in particular because of their repetitive character, the Novo Nordisk Entity receiving a data subject access request may charge a reasonable fee, taking into account the administrative costs of providing the information or communication or taking the action requested, for providing the information set out above.

Further, each Novo Nordisk Entity will ensure that all data subjects may at any time object to Novo Nordisk's processing of data relating to the data subject. Where the objection is justified, each Novo Nordisk Entity will ensure that the Personal Data is erased and will no longer undergo processing.

The data subject can assert the above rights by contacting Novo Nordisk's Data Protection Office at [privacy@novonordisk.com](mailto:privacy@novonordisk.com).

### **3.2 Record of processing activities and Data Protection Impact Assessment**

Novo Nordisk has established and maintains a record of all categories of processing activities carried out by Novo Nordisk that are subject to the BCR. The record of processing activities contains the information set out in article 30 of the GDPR.

The record is maintained in writing, including in electronic form, and will be made available to a Supervisory Authority on request.

Novo Nordisk will assess the risk of its processing activities subject to the BCR and where it is assessed that a processing activity is likely to result in a high risk to the rights and freedoms of natural persons, Novo Nordisk will in cooperation with the local DPR carry out a data protection impact assessment in accordance with Article 35 of the GDPR.

If the data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by Novo Nordisk to mitigate the risk, the local DPR must consult the Novo Nordisk Data Protection Office, who will consult the competent Supervisory Authority, prior to processing Personal Data for the relevant processing activity.

### **3.3 Automated decision-making**

If personal data is processed for the purpose of making automated individual decisions, the legitimate interests of the data subject must be ensured through appropriate measures. Decisions which have legal consequences for the data subject or substantially prejudice the data subject may not be reached exclusively on the basis of an automated individual procedure designed to evaluate an individual's personal characteristics. An exception applies only if the decision:

- is necessary for entering into, or performance of, a contract between the data subject and a controller; or
- is authorized by EU or Member State law which also lays down measures to safeguard the data subject's legitimate interests; or
- is based on the data subject's explicit consent.

Where the decision is based on the entering into or performance of a contract or the data subject's explicit consent, the Novo Nordisk Entities will ensure to implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests. This includes implementing the right to obtain human intervention with the Novo Nordisk Entity, to express his or her point of view and to contest the decision.

## **4 NOVO NORDISK COMMITMENTS**

### **4.1 Training**

Novo Nordisk will provide appropriate training to employees who regularly process Personal Data or are involved in the development of tools used to process Personal Data.

All relevant employees and contractors are provided training on personal data protection (including the principles in these BCRs) through e-learning, guidelines, policies, and face-to-face training sessions by the Novo Nordisk Data Protection Office, DPRs, and local legal and compliance organizations on an annual basis or ad hoc as needed.

### **4.2 Relationship between BCR and local statutory regulations**

The legitimacy of the processing of Personal Data is judged on the basis of the applicable local law. To the extent that the applicable local law stipulates a higher level of protection of Personal Data than the BCR, data processing shall be in accordance with the applicable law. Each Novo Nordisk Entity shall check for itself, whether local data protection laws exist and shall ensure compliance with these. If the applicable local law provides a lower level of protection for Personal Data than the BCR, the present BCR shall be applied.



#### **4.3 Actions in case of legislation preventing compliance with BCRs**

Each Novo Nordisk Entity will ensure that, where it has reason to believe that applicable legislation prevents it from fulfilling its obligations under the BCRs and/or is likely to have a substantial adverse effect on guarantees provided by the BCRs, the Novo Nordisk Entity will promptly inform the Novo Nordisk Data Protection Office unless otherwise prohibited by a law enforcement authority. The Novo Nordisk Data Protection Office will report such conflicts to the competent European Supervisory Authority.

In addition, where any legal requirement of a non-European country applicable to a Novo Nordisk Entity is likely to have a substantial adverse effect on the guarantees provided by the BCRs, the Novo Nordisk Entity will promptly inform the Novo Nordisk Data Protection Office. The Novo Nordisk Data Protection Office will report such problem to the competent European Supervisory Authority. This includes any legally binding request for disclosure of Personal Data by a law enforcement authority or state security body. In such a case, the Novo Nordisk Data Protection Office will inform the competent European Supervisory Authority about the request, including information about the data requested, the requesting body, and the legal basis for the disclosure (unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation).

If in specific cases the suspension and/or notification are prohibited, the requested Novo Nordisk Entity will use its best efforts to obtain the right to waive this prohibition in order to communicate as much information as it can and as soon as possible. The Novo Nordisk Entity must document such efforts to be able to demonstrate that it did so.

If, despite having used its best efforts, the requested Novo Nordisk Entity is not in a position to notify the European Supervisory Authority, it must on an annual basis provide general information on the requests it has received to the competent European Supervisory Authority (e.g. number of applications for disclosure, type of data requested, requester if possible, etc.).

Novo Nordisk will ensure that where there is a conflict between applicable legislation and the commitments in the BCR, the Novo Nordisk Data Protection Office will make a responsible decision on the action to take and will consult the European Supervisory Authority with competent jurisdiction in case of doubt.

In any case, transfers of personal data from a Novo Nordisk Entity to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

#### **4.4 Audit**

Novo Nordisk will comply with the BCR Audit Protocol in Appendix 2 to verify compliance with the BCRs and ensure corrective actions to protect data subject rights.

#### **4.5 Complaint handling**

Novo Nordisk will comply with the Data Subject's Requests and Complaint Handling Procedure in Appendix 1.

#### **4.6 Cooperation with European Supervisory Authorities**

Novo Nordisk will comply with the Cooperation Procedure in Appendix 3.

#### **4.7 Update of the BCR**

Novo Nordisk will comply with the BCR Updating Procedure in Appendix 4.

## **APPENDIX 1 DATA SUBJECT'S REQUESTS AND COMPLAINT HANDLING PROCEDURE**

### **1. BACKGROUND**

The GDPR gives data subjects whose Personal Data is collected and/or processed and used in the EEA certain rights. This procedure explains how Novo Nordisk deals with the following rights of the data subject:

- **Right of access.** The right to obtain confirmation as to whether or not Personal Data concerning the data subject are being processed, and where that is the case, access to the information and in addition certain information as set out below (also known as an "access request").
- **Right to rectification.** The right to request rectification of inaccurate Personal Data concerning him or her, including the right to have incomplete Personal Data completed.
- **Right to erasure.** The right to request erasure of Personal Data concerning him or her.
- **Right to restriction of processing.** The right to request restriction of processing of Personal Data concerning him or her.
- **Right to data portability.** The right to request portability of Personal Data, which the data subject has provided to Novo Nordisk, where the processing by Novo Nordisk is based on Consent or on a contract with the data subject and where the processing is carried out by automated means.
- **Right to object.** The right to at any time object to the processing of Personal Data concerning him or her, on grounds relating to the data subject's particular situation, where the processing of Personal Data is based on a balancing of interests, including against being subject to automated decision making, which produces legal affects or significantly affects the data subject, and against receiving direct marketing material.
- **Right to complain to Novo Nordisk and/or Supervisory Authorities.** The right to complain to Novo Nordisk or a competent Supervisory Authority regarding the processing of the data subjects Personal Data by a Novo Nordisk Entity. This includes complaints regarding the response to a data subject request by Novo Nordisk Entities as well as complaints about Novo Nordisk's compliance with the BCR.

## **2. HOW TO MAKE A REQUEST OR COMPLAINT**

Data subjects whose Personal Data is processed by Novo Nordisk under these BCRs can make a request or bring a complaint by contacting the Novo Nordisk Data Protection Office:

[privacy@novonordisk.com](mailto:privacy@novonordisk.com)

+45 4444 8888

Novo Nordisk A/S

Krogshøjvej 55

2880 Bagsvaerd

Denmark

## **3. PROCEDURE FOR RECEIPT OF REQUESTS AND COMPLAINTS**

The Novo Nordisk Data Protection Office handles data subject requests and complaints arising under the BCRs in coordination with Local Data Protection Responsibles and local legal and compliance functions.

If any employee or subcontractor of a Novo Nordisk Entity receives any request or complaint from a data subject, they must pass the request to the Local Data Protection Responsible and the Data Protection Office immediately upon receipt indicating the date on which the request or complaint was received together with any other information which may assist the Local Data Protection Responsible and Data Protection Office to deal with the request or complaint.

The request or complaint does not have to be official or mention data protection law to qualify as a data subject request or complaint.

### **3.1 Relevant information from a data subject**

The data subject making a request or bringing a complaint must provide proof of identity before the request can be processed by the relevant Novo Nordisk Entity.

Under normal circumstances no fee will be applied by the Novo Nordisk Entities for the processing of the request or complaint.

Novo Nordisk may ask for such information that it may reasonably require to confirm the identity of the data subject making the request or bringing the complaint and to locate the Personal Data, which the data subject seeks, however failure to provide information to locate the Personal Data shall not result in a refusal of a request.

### **3.2 Initial assessment of all requests and complaints**

The Data Protection Office in coordination with the Local Data Protection Responsible will make an initial assessment of the request or complaint to decide whether it is a

valid request according to applicable law and this procedure and whether, any further information, including confirmation of identity, is required.

The Local Data Protection Responsible will then contact the data subject in writing to confirm receipt of the request or complaint, seek confirmation of identity or further information, if required, or decline the request or complaint if one of the exemptions set out under section 4.2 of this Appendix 1 applies. Where Novo Nordisk cannot comply with the request or complaint, Novo Nordisk will inform the data subject accordingly.

## **4. ACCESS REQUESTS**

### **4.1 Approach and scope**

A data subject making an access request to a Novo Nordisk Entity under this procedure is entitled to:

- Be informed whether the Novo Nordisk Entity holds and is processing Personal Data about that data subject.
- Be given at least the following information:
  - the purposes of the processing,
  - the categories of Personal Data concerned,
  - the recipients or categories of recipients to whom the Personal Data are disclosed,
  - the envisaged period for which the Personal Data will be stored, or, if not possible, the criteria used to determine that period,
  - the existence of the right to request from the Novo Nordisk Entity rectification or erasure of Personal Data or restriction of processing of Personal Data concerning the data subject or to object to such processing,
  - the right to lodge a complaint with a Supervisory Authority,
  - where the Personal Data are not collected from the data subject, any available information as to their source, and
  - whether automated decision making, including profiling, will be applied to the Personal Data, including information on the logic involved in such decision making and the significance and envisaged consequences of such processing.

- Communication in intelligible form of the Personal Data held by the Novo Nordisk Entity.

#### **4.2 Exemptions to subject access**

An access request may be refused where the access request is made to a European Novo Nordisk Entity and relates to Personal Data controlled by that entity, if the refusal to provide the information is consistent with the law of the Member State in which the Novo Nordisk Entity is established.

#### **4.3 The search and the response**

The Novo Nordisk Data Protection Office, or a Local Data Protection Responsible will arrange a search of relevant electronic and paper filing systems.

The Personal Data requested will be collated by the Data Protection Office/Local Data Protection Responsible into a readily understandable format (internal codes or identification numbers used at the Novo Nordisk Entity that correspond to Personal Data shall be translated before being disclosed). A cover letter will be prepared by the Data Protection Office/Local Data Protection Responsible which includes information required to be provided in response to a request.

Where the provision of the information in permanent form is not possible or in cases where the interests of the data subject speak in favor thereof the communication may, however, be given in the form of oral information about the contents of the data. In such circumstances the data subject may be offered the opportunity to have access to the information by inspection in attendance of a Novo Nordisk employee appointed by the Data Protection Office/Local Data Protection Responsible or to receive the information in another form.

### **5. OTHER REQUESTS**

If a request is received for erasure, restriction of processing or portability of a data subject's Personal Data, or if a data subject objects to the processing of his or her Personal Data by Novo Nordisk, such a request must be considered and dealt with as appropriate by the Data Protection Office in coordination with the Local Data Protection Responsible.

If a request is received advising of a change in that data subject's Personal Data, such information must be rectified or updated accordingly if a Novo Nordisk Entity is satisfied that there is a legitimate basis for doing so.

If the request is to cease processing the data subject's Personal Data because the rights and freedoms of the data subject are prejudiced by virtue of such processing by a Novo Nordisk Entity, or on the basis of other compelling legitimate grounds, the

matter will be referred by the Local Data Protection Responsible to the Novo Nordisk Data Protection Office to assess. Where the processing undertaken by a Novo Nordisk Entity is required by Member State law, the request will not be regarded as valid. However, the request from the data subject will in any case be dealt with and a reply will be provided to the data subject.

## 6. COMPLAINT HANDLING

The Novo Nordisk Data Protection Office handles all complaints arising under the BCRs in coordination with Local Data Protection Responsibles and local legal and compliance functions. The Novo Nordisk Data Protection Office will handle the complaint in a diligent and efficient manner and will take all relevant steps to handle the complaint according to the BCR and the law of the Member State in which the Novo Nordisk Entity to which the complaint was submitted. Novo Nordisk Data Protection Office will liaise with colleagues from relevant business and support units as appropriate to deal with complaints.

### 6.1 Disputing a finding

If the data subject is not satisfied with the way in which the complaint has been resolved, data subjects have rights under the BCR to complain to a European Supervisory Authority and/or lodge an application with a court of competent jurisdiction to enforce the third party beneficiary rights set out in section 6.2 below.

Individuals entitled to such rights will be notified accordingly as part of the complaint handling procedure and will be given relevant information as how to lodge a complaint.

The data subjects whose Personal Data is collected or otherwise processed is entitled to file a complaint to a European Supervisory Authority of competent jurisdiction or with a court as stated above, even if they have not beforehand filed a complaint with the relevant Novo Nordisk Entity.

### 6.2 Third party beneficiary rights

Data subjects whose personal data is (i) transferred from the EEA to a country outside the EEA by a Novo Nordisk Entity and (ii) is subject to the BCR shall be able to enforce the following third party beneficiary rights against such Novo Nordisk Entity:

- **Enforce compliance.** Seek enforcement of compliance with these BCRs, including its appendices, including but not limited to seeking enforcement of the following rights and principles:
  - The substantive principles for the processing of Personal Data set out in clause 2;
  - The rights of the data subject set out in clause 3;
  - Local statutory regulations insofar as such local law stipulates a higher level of protection of Personal Data than the BCR;
  - The right to make a complaint through the procedure set out in the Data Subjects' Requests Procedure;
  - Any support of or cooperation needed with European Supervisory Authorities.



- **Complain to Novo Nordisk.** Complain to a Novo Nordisk Entity established in Europe responsible for exporting the Personal Data in accordance with this Data Subject's Requests and Complaint Handling Procedure , and seek appropriate redress from the Novo Nordisk Entity in Europe responsible for exporting the Personal Data including the remedy of any breach of the BCR by the non-European Novo Nordisk Entity.
- **Seek compensation.** To obtain redress and where appropriate, receive compensation from the Novo Nordisk Entity responsible for exporting the Personal Data or the Novo Nordisk Headquarters for any damage suffered as a result of a breach of the BCR by the non-European Novo Nordisk Entity importing the Personal Data.
- **Complain to a European Supervisory Authority.** Lodge a complaint with a European Supervisory Authority of competent jurisdiction as regards the exporting Novo Nordisk Entity, in particular in the Member State of the data subject's;
  - habitual residence;
  - place of work; or
  - where the alleged infringement of the BCR occurred; and/or.
- **Take judicial action.** Take action against a Novo Nordisk Entity in order to enforce compliance with the BCR in the courts of the jurisdiction in which the European Novo Nordisk Entity responsible for exporting the Personal Data to a Novo Nordisk Entity established in a non-European country is established or in the courts of the jurisdiction in which the data subject has his or her habitual residence either against the European Novo Nordisk Entity responsible for exporting the Personal Data or against the Novo Nordisk Entity established in a non-European country importing the Personal Data in order to enforce compliance with the BCR, including the appendices.
- **Copy of the BCR.** Obtain a copy of the BCR with its appendices and the Unilateral Declaration on request or by obtaining a copy of the BCR on Novo Nordisk's website.

Novo Nordisk agrees that the burden of proof to show that a Novo Nordisk Entity outside Europe is not responsible for the breach, or that no such breach took place, will rest with the European Novo Nordisk Entity responsible for exporting the Personal Data to a Novo Nordisk Entity outside Europe. For claims directed towards the Novo Nordisk Headquarter, the burden of proof will be on the Novo Nordisk Headquarter, regardless of which Novo Nordisk entity was responsible for the alleged breach.

In addition, claims may be brought against the Novo Nordisk Headquarters, which has undertaken to accept responsibility for and agreed to take the necessary action to remedy the acts of other Novo Nordisk Entities outside the EEA and to pay compensation for any damages resulting from the violation of the BCR by Novo Nordisk Entities.

In the event that a non-EEA Novo Nordisk Entity is no longer a party to the BCR or otherwise ceases to exist, the third-party beneficiary rights provided to Data Subjects under this clause 6.2 will survive in order to ensure that the Data Subject's rights are not affected by such withdrawal from the BCR.

## **7. TIMELINE FOR RESPONDING TO A REQUEST OR COMPLAINT**

Subject to the data subject providing proof of identity and residence, a Novo Nordisk Entity must respond to a request or complaint without undue delay and in any event within one (1) month of receipt of the request or complaint. The period for responding to the request may be extended by two (2) further months where necessary, taking into account the complexity and number of requests. The Data Protection Office/Local Data Protection Responsible will inform the data subject of any such extension within one (1) month of receipt of the request or complaint, together with the reasons for the delay.

## **8. FURTHER INFORMATION AND REVIEW OF PROCEDURE**

If any more information about this procedure or any other aspect of subject access is needed, please contact:

Data Protection Officer  
+45 4444 8888  
[privacy@novonordisk.com](mailto:privacy@novonordisk.com)  
Novo Nordisk A/S  
Krogshøjvej 55  
2880 Bagsvaerd  
Denmark

This Procedure will be reviewed and considered in line with applicable EU and Member State laws and case law on subjects' access cases and subject to procedures under the BCRs.

## **APPENDIX 2 BCR AUDIT PROTOCOL**

### **1. Background**

To verify compliance with the BCRs, Novo Nordisk's Group Internal Audit function ("GIA") will be responsible for carrying out data protection audits. From time to time, Novo Nordisk may appoint other internal functions or accredited third party auditors to carry out the audits on its behalf. GIA will manage and provide quality assurance of audit work performed by third parties.

### **2. Scope and timing of audit**

GIA will ensure that such audits address all aspects of the BCRs, including relevant IT systems, databases, policies, training, and contractual provisions in place within Novo Nordisk. GIA will decide the scope of audits based on a risk and materiality assessment that is updated annually. GIA will conduct at least one audit of the BCRs each year.

### **3. Responsibility for compliance**

GIA will be responsible for bringing the result of an audit to the attention of Novo Nordisk's DPO, Novo Nordisk A/S' Executive Management and Board of Directors, who are all committed to ensuring that any corrective actions remedying any non-compliance will take place as soon as is reasonably possible.

### **4. Cooperation with European Supervisory Authorities**

Novo Nordisk agrees to provide results of any audit of the BCRs to a European Supervisory Authority of competent jurisdiction upon request subject to applicable law. GIA will be responsible for liaising with the European Supervisory Authorities for this purpose.

In addition, Novo Nordisk agrees that European Supervisory Authorities may audit Novo Nordisk Entities to review compliance with the BCRs in accordance with the provisions of the Cooperation Procedure in Appendix 3. The Novo Nordisk Data Protection Office and GIA will be responsible for liaising with the European Supervisory Authorities for this purpose.

## **APPENDIX 3 CO-OPERATION PROCEDURE**

This Data Protection Binding Corporate Rules Co-operation Procedure sets out the way in which Novo Nordisk will co-operate with the European Supervisory Authorities in relation to the BCR.

Where required, Novo Nordisk will make the necessary personnel available for dialogue with a European Supervisory Authority in relation to the BCRs.

Novo Nordisk will abide by:

- Advice given by the relevant European Supervisory Authority on any data protection law issues that may affect the interpretation and application of the BCRs; and
- The views of the European Data Protection Board (EDPB) as outlined in its published guidance on Binding Corporate Rules.

Novo Nordisk will provide, upon request, the results of any audit of the BCRs to a European Supervisory Authority of competent jurisdiction subject to applicable law.

Where a Novo Nordisk Entity is located within the jurisdiction of a Supervisory Authority based in Europe, Novo Nordisk agrees that that the Supervisory Authority may audit that Novo Nordisk Entity for the purpose of reviewing compliance with the BCRs, in accordance with the applicable law of the country in which the Novo Nordisk Entity is located, or, in the case of a Novo Nordisk Entity located outside Europe, in accordance with the applicable law of the European country from which the Personal Data is transferred under the BCR.

Novo Nordisk agrees to abide by a decision of the relevant European Supervisory Authority on any issues related to the interpretation and application of the BCRs.

## **APPENDIX 4 BCR UPDATING PROCEDURE**

This BCR Updating Procedure sets out the way in which Novo Nordisk will communicate changes to the BCR to the relevant EEA Supervisory Authorities, data subjects and to the Novo Nordisk Entities bound by the BCR.

The Novo Nordisk Data Protection Office will keep track of and record any updates to the BCR and provide the necessary information to the data subjects or European Supervisory Authorities upon request.

Novo Nordisk Data Protection Office will without undue delay communicate any material revisions to the BCRs to the Danish Data Protection Agency, and any other relevant European Supervisory Authorities as required, including revisions due to change of applicable Data Protection Law in any European country, through any legislative, court or Supervisory Authority measure. The Novo Nordisk Data Protection Office will also provide a brief explanation of the reasons for any notified changes to the BCR. Novo Nordisk will once a year provide the Danish Data Protection Agency with an overview of changes made, which are not considered to be substantial.

Where a modification would possibly affect the level of the protection offered by the BCRs or significantly affect the BCRs (i.e. changes to the binding character), such modifications will be promptly communicated to the Danish Data Protection Agency and any other relevant European Supervisory Authorities if required.

Novo Nordisk will communicate any changes to the BCRs to the Novo Nordisk Entities bound by the BCRs and to the data subjects who benefit from the BCRs. Novo Nordisk Data Protection Office will maintain a change log which sets out the date the BCRs is revised and the details of any revisions made.

The Novo Nordisk Data Protection Office will maintain an up to date list of Novo Nordisk Entities bound by these BCRs and ensure that all new Novo Nordisk Entities are bound by and can deliver compliance with the BCRs before a transfer of Personal Data to them takes place.

## APPENDIX 5 OVERVIEW OF DATA PROCESSING ACTIVITIES COVERED BY THE BCR

Processing activities	Purpose of processing	Categories of data subjects	Categories of personal data	Categories of recipients (in scope of the BCR)	International transfer destination	Place of storage	Time limits for erasure
Human resources (HR)	Recruitment, Hiring, Personnel Administration, Performance Management, Employee Development and Exit of employees	Employees, applicants, former employees	Contact information, CVs, applications, employment details, performance details, health information, criminal records, union membership.	Novo Nordisk Entities as defined in the BCR and as listed in Appendix 6.	Data may be shared with central functions in HQ in Denmark or regional HQ in Switzerland, and with business support functions in India, China and USA.  Further, data may be transferred to the following international transfer destinations where Novo Nordisk Entities are established	For the centralized HR system, data is mainly stored within Denmark, Switzerland, India, China and USA.  Data may also to a limited extent be stored to in the following countries where the Novo Nordisk Entities are established (subject to applicable law):  Albania, Algeria, Australia, Azerbaijan,	Following local law requirements for keeping HR data and subject to clause 2.5 of the BCR.

					<p>(subject to applicable law):</p> <p>Albania, Algeria, Australia, Azerbaijan, Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Ecuador, Egypt, Hong Kong, India, Indonesia, Iraq, Islamic Republic of Iran, Jordan, Kazakhstan, Kenya, Kosovo, Lebanon, Malaysia, Mexico, Montenegro, Morocco, Nigeria, Pakistan, Panama, Peru, Philippines,</p>	<p>Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Ecuador, Egypt, Hong Kong, India, Indonesia, Iraq, Islamic Republic of Iran, Jordan, Kazakhstan, Kenya, Kosovo, Lebanon, Malaysia, Mexico, Montenegro, Morocco, Nigeria, Pakistan, Panama, Peru, Philippines, Republic of Korea, Republic of Moldova, Russian Federation, Saudi Arabia, Serbia, Singapore, South Africa,</p>	
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					Republic of Korea, Republic of Moldova, Russian Federation, Saudi Arabia, Serbia, Singapore, South Africa, Sri Lanka, Syrian Arab Republic, Taiwan, Thailand, The Former Yugoslav Republic of Macedonia, Tunisia, Turkey, Ukraine, Ukraine, United Arab Emirates, Uzbekistan, Venezuela and Viet Nam.	Sri Lanka, Syrian Arab Republic, Taiwan, Thailand, The Former Yugoslav Republic of Macedonia, Tunisia, Turkey, Ukraine, Ukraine, United Arab Emirates, Uzbekistan, Venezuela and Viet Nam.	
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Customer management	Management of customer relationships.	Customers, patients/users, HCPs	Contact information, customer relationship details	Novo Nordisk Entities as defined in the BCR and as listed in Appendix 6.	<p>Data may be shared with central functions in HQ in Denmark or regional HQ in Switzerland, and with business support functions in India, China and USA.</p> <p>Further, data may be transferred to the following international transfer destinations where Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia,</p>	<p>For the centralized CRM system, data is mainly stored within Denmark, Switzerland, India, China and USA.</p> <p>Data may also to a limited extent be stored in the following countries where the Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia, Azerbaijan, Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Ecuador, Egypt,</p>	Following local law requirements for keeping CRM data and subject to clause 2.5 of the BCR.
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					<p>Azerbaijan,  Bangladesh,  Bosnia and  Herzegovina,  Brazil, Chile,  China,  Colombia,  Ecuador,  Egypt, Hong  Kong, India,  Indonesia,  Iraq, Islamic  Republic of  Iran, Jordan,  Kazakhstan,  Kenya,  Kosovo,  Lebanon,  Malaysia,  Mexico,  Montenegro,  Morocco,  Nigeria,  Pakistan,  Panama, Peru,  Philippines,  Republic of  Korea,  Republic of  Moldova,  Russian  Federation,  Saudi Arabia,</p>	<p>Hong Kong,  India,  Indonesia, Iraq,  Islamic  Republic of  Iran, Jordan,  Kazakhstan,  Kenya, Kosovo,  Lebanon,  Malaysia,  Mexico,  Montenegro,  Morocco,  Nigeria,  Pakistan,  Panama, Peru,  Philippines,  Republic of  Korea, Republic  of Moldova,  Russian  Federation,  Saudi Arabia,  Serbia,  Singapore,  South Africa,  Sri Lanka,  Syrian Arab  Republic,  Taiwan,  Thailand, The  Former  Yugoslav</p>	
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					<p>Serbia,  Singapore,  South Africa,  Sri Lanka,  Syrian Arab  Republic,  Taiwan,  Thailand, The  Former  Yugoslav  Republic of  Macedonia,  Tunisia,  Turkey,  Ukraine,  Ukraine,  United Arab  Emirates,  Uzbekistan,  Venezuela and  Viet Nam.</p>	<p>Republic of  Macedonia,  Tunisia, Turkey,  Ukraine,  Ukraine, United  Arab Emirates,  Uzbekistan,  Venezuela and  Viet Nam.</p>	
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Supplier management-	Management of relationships with suppliers and other business contacts, including Health Care Professionals (HCPs)	Suppliers, other business contacts, including HCPs	Contact information, relationship details. Financial information.	Novo Nordisk Entities as defined in the BCR and as listed in Appendix 6.	<p>Data may be shared with central functions in HQ in Denmark or regional HQ in Switzerland, and with and business support functions in India, China and USA.</p> <p>Further, data may be transferred to the following international transfer destinations where Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia,</p>	<p>For the centralized ERP system, data is mainly stored in Ireland, India, China and USA.</p> <p>Data may also to a limited extent be stored in the following countries where the Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia, Azerbaijan, Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Ecuador, Egypt, Hong Kong, India, Indonesia, Iraq,</p>	Following local law requirements for keeping CRM data and subject to clause 2.5 of the BCR.
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					<p>Azerbaijan,  Bangladesh,  Bosnia and  Herzegovina,  Brazil, Chile,  China,  Colombia,  Ecuador,  Egypt, Hong  Kong, India,  Indonesia,  Iraq, Islamic  Republic of  Iran, Jordan,  Kazakhstan,  Kenya,  Kosovo,  Lebanon,  Malaysia,  Mexico,  Montenegro,  Morocco,  Nigeria,  Pakistan,  Panama, Peru,  Philippines,  Republic of  Korea,  Republic of  Moldova,  Russian  Federation,  Saudi Arabia,</p>	<p>Islamic  Republic of  Iran, Jordan,  Kazakhstan,  Kenya, Kosovo,  Lebanon,  Malaysia,  Mexico,  Montenegro,  Morocco,  Nigeria,  Pakistan,  Panama, Peru,  Philippines,  Republic of  Korea, Republic  of Moldova,  Russian  Federation,  Saudi Arabia,  Serbia,  Singapore,  South Africa,  Sri Lanka,  Syrian Arab  Republic,  Taiwan,  Thailand, The  Former  Yugoslav  Republic of  Macedonia,  Tunisia, Turkey,</p>	
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					Serbia, Singapore, South Africa, Sri Lanka, Syrian Arab Republic, Taiwan, Thailand, The Former Yugoslav Republic of Macedonia, Tunisia, Turkey, Ukraine, Ukraine, United Arab Emirates, Uzbekistan, Venezuela and Viet Nam.	Ukraine, Ukraine, United Arab Emirates, Uzbekistan, Venezuela and Viet Nam.	
Research, development and safety	Clinical research, product development and pharmacovigilanc e	Patients, HCPs, clinical trial investigato rs, suppliers	Contact information, relationship details, health related information (patients), biosamples.	Novo Nordisk Entities as defined in the BCR and as listed in Appendix 6.	Data is collected at local sites or local Novo Nordisk entities and transferred to Novo Nordisk A/S's corporate systems. Data may be	Data from clinical trials and other research activities are stored at the Novo Nordisk Entity being the sponsor of the trial/research activity.	Corporate retention systems in place where retention periods are defined for each processing activity based on legal and GxP requirements

					<p>shared with central functions in HQ in Denmark or regional HQ in Switzerland, and with business support functions in India, China and USA.</p> <p>Further, data may be transferred to the following international transfer destinations where Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia, Azerbaijan,</p>	<p>Biosamples are mainly stored in Denmark. For the centralized pharmacovigilance system, data is mainly stored within the EU, India, China and USA.</p> <p>Data may also to a limited extent be stored in the following countries where the Novo Nordisk Entities are established (subject to applicable law):</p> <p>Albania, Algeria, Australia, Azerbaijan, Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia,</p>	<p>and subject to clause 2.5 of the BCR.</p>
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					Bangladesh, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Ecuador, Egypt, Hong Kong, India, Indonesia, Iraq, Islamic Republic of Iran, Jordan, Kazakhstan, Kenya, Kosovo, Lebanon, Malaysia, Mexico, Montenegro, Morocco, Nigeria, Pakistan, Panama, Peru, Philippines, Republic of Korea, Republic of Moldova, Russian Federation, Saudi Arabia, Serbia,	Ecuador, Egypt, Hong Kong, India, Indonesia, Iraq, Islamic Republic of Iran, Jordan, Kazakhstan, Kenya, Kosovo, Lebanon, Malaysia, Mexico, Montenegro, Morocco, Nigeria, Pakistan, Panama, Peru, Philippines, Republic of Korea, Republic of Moldova, Russian Federation, Saudi Arabia, Serbia, Singapore, South Africa, Sri Lanka, Syrian Arab Republic, Taiwan, Thailand, The Former	
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					<p>Singapore,  South Africa,  Sri Lanka,  Syrian Arab  Republic,  Taiwan,  Thailand, The  Former  Yugoslav  Republic of  Macedonia,  Tunisia,  Turkey,  Ukraine,  Ukraine,  United Arab  Emirates,  Uzbekistan,  Venezuela and  Viet Nam.</p>	<p>Yugoslav  Republic of  Macedonia,  Tunisia, Turkey,  Ukraine,  Ukraine, United  Arab Emirates,  Uzbekistan,  Venezuela and  Viet Nam.</p>	
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## APPENDIX 6 LIST OF NOVO NORDISK ENTITIES SUBJECT TO BCRs

Entity name	Country	Official company registration number	Official registered address
Novo Nordisk Pharma AG	SWITZERLAND	CHE-107.299.591	Thurgauerstrasse 36/38, CH-8050, Zürich, Switzerland Phone:+41 44 914 11 11 Fax:+41 44 914 11 00
Novo Nordisk Pharma GmbH	GERMANY	HRB 4474	Brucknerstrasse 1, D-55127 Mainz Phone:+49 6131 9030 Fax:+49 6131 903 250
Novo Nordisk (Pty.) Limited	SOUTH AFRICA	1959/000833/07	Postal address: P O Box 783155, Sandton 2146, Gauteng , South Africa; Courier and Registered address: 150 Rivonia Road, 10 Marion Street Office Park, Building C1, Sandton, 2196 Phone:+27 11 202 0500 Fax:+27 11 807 5208 (Administration)
Novo Nordisk Production SAS	FRANCE	R.C.S. Chartres 451 375 638	45 Avenue d'Orléans - 28000 Chartres Phone:+33 (0) 2 3791 4100
Novo Nordisk Scandinavia AS	NORWAY	918-229-353	Nydalsveien 28; N-0484 Oslo; Norway Phone:+47 22 18 50 50 Fax:+47 22 18 50 55

Novo Nordisk Scandinavia AB	SWEDEN	556155-2059	Carlsgatan 3; Box 50587; 202 15 Malmö; Sweden Phone:+46 40 388900 or +45 45 88 08 00 Fax:+46 40 187 249 or +45 45 88 32 00
Novo Nordisk Farma OY	FINLAND	0100873-3	Novo Nordisk Farma Oy Linnoitustie 6, 02600 Espoo Finland Phone:+358207625300
S.A. Novo Nordisk Pharma N.V.	BELGIUM	RCB/HRB 388-145	Riverside Business Park Boulevard international 55 1070 BRUXELLES Phone:+32 2 556 05 80 Fax:+32 2 520 32 92
Novo Nordisk Pharma S.A.	SPAIN	Tax code No. A-28081495	Via de los Poblados, nº 3, Parque Empresarial Cristalia, Edificio, 6-3º, E-28033 Madrid, Spain Phone:+34 91 334 9800 Fax:+34 91 334 9820
Novo Nordisk Pharma GmbH	AUSTRIA	FN 118.689v, registered with Handelsgericht Wien	Donau-City-Strasse 7, 1220 Vienna, AUSTRIA Phone:+43 1 405 15 01 Fax:+43 1 408 32 04
Novo Nordisk B.V.	NETHERLANDS	Chamber of commerce No. 28056421	Flemingweg 8; NL-2408 AV Alphen a/d Rijn; The Netherlands; Postal address;; Postbus 443; NL-2400 AK Alphen a/d Rijn; The Netherlands Phone:+31 172 44 9494 Fax:+31 172 42 4709

Novo Nordisk Limited	UNITED KINGDOM	1118740	3 City Place Beehive Ring Road Gatwick West Sussex RH6 0PA England Phone: 0044 1293 613555 Fax: 0044 1293 613535
Novo Nordisk Holding Limited	UNITED KINGDOM	1329008	3 City Place Beehive Ring Road Gatwick West Sussex RH6 0PA UK Phone:0044 12 9361 3555 Fax:0044 12 9361 3535
Novo Nordisk Limited	IRELAND	61378	First Floor, Block A The Crescent Building Northwood Business Park, Santry Dublin 9 Ireland Phone:+ 353 1 8629700 Fax:+ 353 1 8629725
Novo Nordisk Hellas Epe.	GREECE	095164409	80 Alekou Panagouli Str & 65 Ag. Triados Str, GR-15343 Ag. Paraskevi, Athens, Greece Phone:+30 210 60 71 600 Fax:+30 210 63 95 101
Novo Nordisk Saglik Ürünleri Tic. Ltd. Sti.	TURKEY	294582	Nispetiye Cad. Akmerkez E3 Blok Kat.7, 34335 Etiler, Istanbul-Turkey Phone:+90 212 385 4040 Fax:+90 212 282 2120
Novo Nordisk Pharma Ltd.	JAPAN	0199-01-054074	2-1-1, Marunouchi, Chiyoda-ku, Tokyo, 100-0005, Japan
Novo Nordisk S.P.A.	ITALY	VAT No. 01260981004	Via Elio Vittorini, 129, I-00144 Rome, Italy Phone:+39 06 500 881 Fax:+39 06 501 8780
Novo Nordisk Pharmaceuticals A/S	DENMARK	CVR no. 24 25 79 24	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd

Novo Nordisk Canada Inc.	CANADA	1161423	Novo Nordisk Canada Inc., 101-2476 Argentia Road, Mississauga, ON L5N 6M1 Phone:+1 905 629 4222 Fax:+1 905 629 8662
Novo Nordisk Comércio Produtos Farmaceuticos, Lda.	PORTUGAL	Fiscal Number: 501485210	Rua Quinta da Quintã, 1 - piso 1, Quinta da Fonte 2770-203 PAÇO DE ARCOS, Portugal Phone:+351 214 404 000 Fax:+351 214 404 080
Novo Nordisk Pharmaceuticals Pty. Ltd.	AUSTRALIA	Incorp. reg. No.: 348719-13	Suite 3.01, Level 3, 21 Solent Circuit, Baulkham Hills, AU-N.S.W. 2153, Australia;Mailing address:, P.O. Box 7586, Baulkham Hills BC, NSW 2153 Phone:+61 2 8858 3600 Fax:+61 2 8858 3799
Novo Nordisk GSC Holding A/S	DENMARK	CVR no. 27 46 99 65	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd
Novo Nordisk Pharmaceuticals (Philippines) Inc.	PHILIPPINES	A199910036	21st Floor, Twenty-Four Seven McKinley Building 24th Street, corner 7th Avenue Bonifacio Global City, 1634, Taguig Philippines Phone: +63 2 8234 3500 Fax: +63 2 8234 3590
Novo Nordisk Pharma (Thailand) Ltd.	THAILAND	2754/2526 (1983)	98 Sathorn Square Office Tower, Unit 2101-2105 21st Floor, North Sathorn Road, Silom Bangrak District Bangkok 10500 +66 2 237 9263 +66 2 237 9265

Novo Nordisk Pharma Korea Ltd.	KOREA, REPUBLIC OF	120-81-38527	16F, Korea Advertising Culture Center 137, Olympic-ro 35-gil, Songpa-gu, Seoul 138-921, Korea Phone: +82 2 564 2057
Novo Nordisk Pharma (Taiwan) Ltd.	TAIWAN	23528693	10F, 207 Dunhua S. Rd., Da'an Dist., Section 2, Taipei 106, Taiwan Phone: +886 2 77049988 Fax: +886 2 23770111
Novo Nordisk Pharmaceutical Services Sp. z.o.o.	POLAND	KRS:0000130826	ul. Krakowiaków 46, 02-255 Warszawa
Novo Nordisk Inc.	UNITED STATES	State of Delaware 0932646	103 Foulk Road, Ste 282, Wilmington, DE 19803 Phone: (302)691-6181 Fax: (302)652-8667
PT. Novo Nordisk Indonesia	INDONESIA	Incorp. Act No: -75- ID Tax No: 02.116.108.8-056.000	Pondok Indah Office Tower 3, 18th Floor, Suite 1801 Jl. Sultan Iskandar Muda Kav. V-TA, Kebayoran Lama Jakarta Selatan 12310, Indonesia Phone: + 6221 2958 1000 Fax: + 6221 2932 8040 or +6221 2932 8044
Novo Nordisk Limited Liability Company	RUSSIAN FEDERATION	1037729013926	15, Krylatskaya street, Office 41 121614 Moscow Russia tel.: +7 495 956 1132 fax: +7 495 956 5013
Aldaph SpA	ALGERIA	Registration N° within the CNRC 16/00-0011591B00	Micro Zone d'activité, Lot N°32 Hydra, Alger Phone: +213 23 531 531 Fax: +213 23 531 531

Novo Nordisk	FRANCE	451 356 992 R.C.S. Nanterre	Carré Michelet, 12, Cours Michelet, 92800 PUTEAUX, France Phone:+33 (0)1 41 97 66 00 Fax:+33 (0)1 41 97 66 01
Novo Nordisk (China) Pharmaceuticals Co. Ltd.	CHINA	91120116600537733W	Nanhai Road, TEDA, Tianjin 300457, P.R.China
Novo Nordisk Region Japan & Korea A/S	DENMARK	25 68 07 66	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsværd
NNE A/S	DENMARK	CVR no. 13 24 60 09	Bredevej 2, DK-2830 Virum.
Novo Nordisk Produção Farmacêutica do Brasil Ltda.	BRAZIL	Brazilian Taxpayers' Reg. No: 16.921.603/0001-66	Head Office: Av. "C", nº 1413; City of Montes Claros, State of Minas Gerais, Brazil; zip code : 39404-004 Phone:55-38-3229-6200 Fax:55-38- 3229-6252
Novo Nordisk Pharmatech A/S	DENMARK	CVR no. 13 24 61 49	Københavnsvej 216, DK-4600 Køge
Novo Nordisk Hong Kong Limited	HONG KONG	32297017-000	Units 923A-928, 9/F., Trade Square, 681 Cheung Sha Wan Road, Kowloon, Hong Kong Phone:+852 2387 8555 Fax:+852 2386 0800
Novo Nordisk Region Europe A/S	DENMARK	CVR no. 26 23 62 66	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd
Novo Nordisk Region AAMEO and LATAM A/S	DENMARK	CVR no. 26 40 95 94	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd



Novo Nordisk Egypt, LLC	EGYPT	11188	The 47th building Plot 47, City Center, 1st District 5th Settlement, New Cairo, Egypt Cairo Egypt +2 02 261 90 990 (phone)
Novo Nordisk Pharmaceuticals Ltd.	NEW ZEALAND	AK 481264	For visitors:, 58 Richard Pearse Drive, Airport Oaks, Mangere, New Zealand, P.O. Box 51-268, Pakuranga, Auckland, New Zealand, NB!!;All correspondence for NZ office regarding the company should be sent to: , Novo Nordisk Pharmaceuticals Pty. Ltd. (Australia), Level 3, 21 Solent Circuit, Baulkham Hills NSW 2153 Australia Phone:+64 9 916 5593 Fax:+64 9 579 0654
Novo Nordisk Farmacêutica do Brasil Ltda.	BRAZIL	Tax payers general registry No. 82.277.955/0001-55	HQ/Warehouse: R Prof. Franc. Ribeiro 683; Araucária/PR; Adm office: Av. Franc. Matarazzo 1350/1st fl/Tower II; SP, SP; Wholesaler: Av Ceci 1900, Bl 3, Un 22; Warehouse: R. Prof. Francisco Ribeiro 684-B, Parte 1, Araucaria/PR; Rod. Régis Bittencourt 1500, Setor NN, Sent Curitiba, 1,5km do Cont. Leste, Campina Grande do Sul, PR; R. Francisco Munõz Madrid 625, Armz 105 e 106, S. José dos Pinhais, PR

Novo Nordisk Pharmaceutical Industries, LP.	UNITED STATES	State of Delaware 2251278	1209 Orange Street, Wilmington, Delaware 19801, USA Phone:+1 919 550 2200 Fax:+1 919 550 3640
Novo Nordisk India Private Limited	INDIA	U24111KA1994PTC015194	Plot No. 32, 47-50, EPIP Area, Whitefield, Bangalore - 560066
Novo Nordisk Pharma (Singapore) Pte. Ltd	SINGAPORE	199703791 E	152 Beach Road, #17-04 The Gateway East, Singapore 189721, Singapore
Novo Nordisk Pharma Sp.z.o.o.	POLAND	KRS:0000092404	ul. Krakowiaków 46, 02-255 Warszawa Tel: +48 22 444 49 00 Fax:+48 22 444 49 01
Novo Nordisk s.r.o.	CZECH REPUBLIC	25097750	Evropska 33 C/2590, 160 00 Prague 6, The Czech Republic Phone:+420 2 3308 9611 Fax:+420 2 3308 9613
Novo Nordisk Hungária Kft.	HUNGARY	01-09-565840	Buda-part tér 2., 1117 Budapest, Hungary Phone: +36 1 325 9161 Fax:0036 1325 9169
Novo Nordisk Ltd.	ISRAEL	511411142	1 Atir Yeda, Kfar Saba, 4464301, Israel Fifth floor. Phone:+972 9 7630444 Fax:+972 9 7630455
Novo Nordisk Pharma Argentina S.A.	ARGENTINA	1.640.360	Av. Córdoba 950 Piso 10, C1054AAV Capital Federal, Argentina
Novo Nordisk Invest 2 A/S	DENMARK	CVR nr. 21 09 30 84	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsværd

Novo Nordisk Pharma (Malaysia) Sdn Bhd	MALAYSIA	240770 W	Menara 1 Sentrum, Level 16, No. 201, Jalan Tun Sambanthan 50470, Kuala Lumpur Malaysia Phone: +60 3 2265 7300 Fax: +60 3 22765161
Novo Investment Pte Limited	SINGAPORE	199402064 K	371 Beach Road #03-12/13; KeyPoint; Singapore 199597; Singapore Phone:+65 6295 5518 Fax:+65 6295 1336
Novo Nordisk Mexico S.A. de C.V.	MEXICO	323828	Homero 1500 Piso 3, Polanco Chapultepec;11560 México, D.F.;México Phone:+52 55 5002 6686 Fax:+52 55 5002 6699
Novo Nordisk Egypt Trading	EGYPT	11189	The 47th building Plot 47, City Center, 1st District 5th Settlement, New Cairo, Egypt Cairo Egypt +2 02 261 90 990 (phone)
Novo Nordisk Health Care AG	SWITZERLAND	CHE-101.209.164	Thurgauerstrasse 36/38, 8050 Zürich Switzerland Phone:+41 43 222 43 00 Fax:+41 43 222 43 43
NNE AB	SWEDEN	556633-0956	c/o Advokatfirman Vinge KB, Box 4255, S-203 13 Malmö Sweden
NNE, Inc.	UNITED STATES	02-0709115	1101 Slater Rd., Suite 120 , Durham, NC 27703, USA
Novo Nordisk Farma S.R.L	ROMANIA	17355938	Str. Academiei nr. 28-30, etaj 5, sector 1, ; 010016 Bucharest; ROMANIA Phone:+40 21 312.36.74 Fax:+40 21 312.67.60

Novo Nordisk Pharma Kish	IRAN, ISLAMIC REPUBLIC OF	2729	Iran, Kish island, Venoos market, second floor, PO 288
Novo Nordisk Tunisie SARL	TUNISIA	D2422852004	Immeuble FAJR, 3 ème étage, Rue du Lac Lochness, Les Berges du Lac, 1053 Tunis Les Berges du Lac 1053 Tunis Tunisia
Novo Nordisk Farmacéutica Limitada	CHILE	n/a	Avenida Presidente Riesco 5335, Of. 504 Santiago Chile
Novo Nordisk Colombia SAS	COLOMBIA	02259361	Calle 125 19-24 Piso 6
Novo Nordisk Pharma EAD	BULGARIA	3901/2005	Zlaten Rog Str., 20-22, floor 8; Sofia -1407; Bulgaria Phone:+359-2-962 74 71 Fax:+359-2-962 55 72
Novo Nordisk Pharma SAS	MOROCCO	Registre du Commerce: 151355	92 Bd d'Anfa 3ème étage, Casablanca 20000, Maroc Phone:+212 522 200 631/Fax:+212 522 200 641
Novo Nordisk d.o.o	SLOVENIA	Srg 200607715 - sodišče/vložek 061/14476600	Smartinska Cesta 140; 1000 Ljubljana; Slovenia Phone:+386 1 81 08 700 Fax:+386 1 81 08 720
Novo Nordisk Slovakia s.r.o.	SLOVAKIA	36 753 050	ROSUM, Bajkalska 19B, 821 01 Bratislava, Slovak Republic
Novo Nordisk Pharma d.o.o Belgrade (Serbia)	SERBIA	20095563	Milutina Milankovica 9b, 11070 Beograd (Novi Beograd), Serbia Phone:+381 11 2222 700 Fax:+381 11 2222 701

Novo Nordisk Pharma Gulf FZ-LLC	UNITED ARAB EMIRATES	00049	Dubai Healthcare City Al-Razi Building 64 Block A Dubai, UAE Units 401-404, 504-511 and 606
Novo Nordisk Farma dooel	MACEDONIA, THE FORMER YUGOSLAV REPUBLIC OF	30120060003595	ul. Nikola Kljusev br.11 1000 Skopje Macedonia Phone:+389 2 2400 202 Fax:+389 2 2400 203
Novo Nordisk Pharma (Private) Limited	BANGLADESH	C - 65439 (2931)/ 07	Nina Kabbo, Level-9, 227/A, Gulshan-Tejgaon Link Road, Tejgaon, Dhaka -1208 Bangladesh
Novo Nordisk Pars	IRAN, ISLAMIC REPUBLIC OF	247725	Floor 14, Kian Tower, No.2551, Upper Datgerdi (ex Zafar), Vali Asr Ave., Tehran-Iran, Post Code: 1968643111
UAB Novo Nordisk Pharma	LITHUANIA	300114028	J. Jasinskio str. 16B, LT-03163 Vilnius, Lithuania Phone:+37052122849 Fax:+37052122883
Novo Nordisk Pharma Operations A/S	DENMARK	CVR no. 32 65 72 22	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsværd
Novo Nordisk Pharma SARL	LEBANON	1006710	Horsh Tabet, Dimitri El Hayek Street, Azar Bldg, 5th Floor, Beirut - Lebanon
Novo Nordisk Pharma Limited	NIGERIA	061380	AHCN Towers, Suite 401-404, Plot 6 Block C, CIPM Avenue, CBD Alausa, Ikeja Lagos Nigeria.

Novo Nordisk Pharma Operations (Business Area) Sdn	MALAYSIA	M 885431	12th Floor, Menara Symphony No. 5, Jalan Semangat (Jalan Professor Khoo Kay Kim) Seksyen 13 46200 Petaling Jaya Selangor Darul Ehsan
NNE Private Limited	INDIA	55-91387	No. 5, Achaiah Chetty Layout RMV Extension, Sadashivnagar, Bengaluru Bangalore KA 560080 IN
NNE Pharmaplan OOO	RUSSIAN FEDERATION	1037700252160	Office 21 19 Leninskaya Sloboda 115280 Moscow
Novo Nordisk Haemophilia Foundation	SWITZERLAND	CH-020.7.001.216-0	Thurgauerstrasse 36/38; CH-8050 Switzerland Phone:+41 43 222 43 00 Fax:+41 43 222 43 43
Beijing Novo Nordisk Pharmaceuticals Science and T	CHINA	9111011478550198X5	Building 2, 4, No. 20 Life Science Park Road, Changping district, Beijing China
Novo Nordisk US Holdings, Inc	UNITED STATES	State of Delaware 26-1528967	103 Foulk Road, Ste 282 Wilmington, DE 09803
Novo Nordisk Invest 4 A/S	DENMARK	CVR no. 31 85 39 23	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsværd
Novo Nordisk Pharma d.o.o.	BOSNIA AND HERZEGOVINA	398	Trg Solidarnosti 2 71000 Sarajevo Bosnia and Herzegovina Office phone number: +387 33 821 930 Office fax number: +387 33 452 456
Novo Nordisk Production Support LLC	RUSSIAN FEDERATION	401	2nd Avtomobilny proezd, 1 248926 Kaluga City Russia

Novo Nordisk Service Centre (India) Pvt. Ltd.	INDIA	U74990KA2011PTC057129	2nd Floor, Prestige Featherlite Tech Park, Plot No. 148, EPIP, II Phase, Whitefield, Bangalore - 560 066 - INDIA
Novo Nordisk Region China A/S	DENMARK	CVR no. 33 76 13 33	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd
Novo Nordisk North America Operations A/S	DENMARK	CVR no. 33 76 12 01	c/o Novo Nordisk A/S, Novo Alle 1, DK-2880 Bagsvaerd
Novo Nordisk Pharma Operations A/S	MONTENEGRO	6-0011657/001	Kritskog odreda 4/1, Podgorica
Novo Nordisk Pharma Operations A/S Sucursal del Pe	PERU	12822017	Av. Paseo de la Republica 5895, oficina 603, Miraflores, Lima 18, Perú.
Novo Nordisk Opertion A/S. Kosovo Branch	KOSOVO	810802133	Kalabria, B1 Building 5 - 1/2, 10000 Prishtine, Republic of Kosovo
Novo Nordisk Pharma Operations A.S.	COLOMBIA	R030685060	Bogotá, Colombia
Novo Nordisk Lanka (PVT) Ltd	SRI LANKA	PV124772	No.116/10, Rosmead Place, Colombo 07.
Steno Diabetes Center Sdn Bhd	MALAYSIA	1107276-U	Level 21, Suite 2101, the Gardens South Tower, Midvalley City, 59200 Kuala Lumpur, Malaysia

Novo Nordisk US Bio Production, Inc.	UNITED STATES	Novo Nordisk US Bio Production, Inc.	Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801
Novo Nordisk Research Center Indianapolis, Inc.	UNITED STATES	5773262	1209 Orange Street, Wilmington, DE 19801
Novo Nordisk Panama S.A.	PANAMA	155621514-2-2016	Paseo del Mar, MMG Tower, 11 floor, Costa del Este, Corregimiento de Juan Díaz, Panama City, Panama.
Novo Nordisk Scientific Bureau For Medicines' prom	IRAQ	Ref No 336 and Inspection Oder No 40	Karada, Dist. 913, St.71, H. No. 4 / Baghdad
NovoNordisk scientific office	SAUDI ARABIA	1010388126	Olaya district, King Fahad Road, Kingdom Tower, Riyadh, Saudi Arabia, P.O. Box 57774, ZIP code 11584
Novo Nordisk Kenya Ltd	KENYA	PVT/2016/009101	3rd Floor, Avenue 5 Building, Rose Avenue P. O. BOX 18663-00100, NAIROBI, KENYA
Novo Nordisk Peru S.A.C.	PERU	20601289688	Av. Paseo de la Republica 5895, Of. 603
Novo Nordisk Denmark A/S	DENMARK	38180045	Copenhagen Towers, North Tower Ørestads Boulevard 108 DK-2300 København S Denmark +45 4588 0800 (phone)



Novo Nordisk Research Center Seattle, Inc.	UNITED STATES	6399612	530 Fairview Ave. N Seattle, WA 98109
Novo Nordisk US Research Investments Holdings, Inc	UNITED STATES	6438531	103 Foulk Road. Ste. 167 Wilmington, DE 19803
Novo Nordisk Manufacturing Operations, Inc.	UNITED STATES	82-2377879	103 Foulk Road Ste. 165 Wilmington, DE 19803
Novo Nordisk US Manufacturing Holdings, Inc.	UNITED STATES	82-2377821	103 Foulk Road. Ste. 166 Wilmington, DE 19803
Novo Nordisk Venezuela Casa de Representación C.A.	VENEZUELA	Commercial Registry N° 64, Volume 425-A VII	Calle Veracruz, Edificio Torreón, piso 2, oficina 2-B, Urbanización las Mercedes Caracas
Ziylo Ltd	UNITED KINGDOM	9040089	3 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0PA
NOVO NORDISK BIOPHARM LIMITED	IRELAND	CRO 616624	RIVERSIDE ONE, SIR JOHN ROGERSON'S QUAY, DUBLIN 2, D02 X576 IRELAND; PLACE OF MANAGEMENT: c/o Novo Nordisk Health Care AG, THURGAUERSTRASSE 36/38, 8050 ZURICH SWITZERLAND
Novo Nordisk US Commercial Holdings, Inc.	UNITED STATES	83-4173981	1209 Orange Street Wilmington, DE 19801

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