Novo Nordisk

13 – 09 – 1996

AGREEMENT

This Agreement is between representatives from Fællesklubben in Novo Nordisk A/S and representatives from Novo Nordisk A/S subsidiaries in the countries listed in Appendix 1 (hereinafter referred to as the EMPLOYEES)

and

Novo Nordisk A/S, Novo Allé, DK-2880 Bagsvaerd, Denmark, on behalf of the Novo Nordisk group (hereinafter referred to as the MANAGEMENT)

(EMPLOYEES and MANAGEMENT hereinafter referred to as the PARTIES)

PREAMBLE:

WHEREAS, the PARTIES concerned recognize the need for EMPLOYEES working across the European Union, including Norway, in the various subsidiaries of Novo Nordisk for information and a direct dialogue with the MANAGEMENT on matters of a transnational character which affect the interests of the EMPLOYEES;

WHEREAS, the PARTIES concerned recognize that the methods and procedures to be applied in the pursuit of these objectives shall also satisfy the specific needs of the Novo Nordisk group by taking into account its organizational and management structure, culture, traditions and social concepts;

WHEREAS, the PARTIES concorned agree that the methods and procedures for dialogue and cooperation set forth in this present Agreement shall be a supplement to the EMPLOYEES' representation systems which already operate in the national subsidiaries of Novo Nordisk within the European Union, including Norway, and which shall be the primary and appropriate from of communication and cooperation;

WHEREAS, the PARTIES concerned recognize that this Agreement shall not violate the functions and competence of these national systems;

WHEREAS, the PARTIES agree that the present Agreement covers the requirements as set forth in Council Directive 94/95 dated September 22, 1994, hereunder especially the requirements in § 13;

and

WHEREAS, the PART.IES recognize that all participants in the systems should consider the interest of all EMPLOYEES of the Novo Nordisk group as well as the interest of the Novo Nordisk group as a whole;

NOW, THEREFORE, the PARTIES agree as follows: