

Sponsorship Agreement

between

Bayer A/S
Division Bayer Pharmaceuticals
Arne Jacobsens Allé 13; 6.,
2300 København S
Denmark
CVR-nr. DK 16 08 98 18
("Bayer")

and

Diabetesforeningen
Stationsparken 24, st.tv.
2600 Glostrup
Denmark
(CVR) 35 23 15 28
("Organisation")

1. Scope of the sponsored activity

Organisation is a nationwide association and active in the field of diabetes and support diabetic patients in Denmark. The organization has approx 90.000 members and is one of the largest Associations of Patients in Denmark.

The Parties have agreed to collaborate on the project "Beat diabetes - the fight for life". The purpose is to to raise the most money for organisation's work with diseaseawareness, research, counseling and disease-prevention. In the following called "**Activity**". The activity is set out to be conducted in accordance with relevant laws and regulations including, but not limited to, the Ethical rules for Collaboration with Patient Groups etc. (Patientforeningskodeks) effective from 1/1-2017, until further notice.

2. Parties obligations

- 2.1. Bayer shall sponsor the acitivity with the amount of DKK 20.000 (twenty thousand Danisk kroner).

- 2.2. Organisation will exposed Bayer with company name Bayer A/S and support amount six times during a TV show on Danish TV on the World Diabetes Day 14 November 2021 at 20.00 on TV3, Viaplay and Viafree and to give the right to Bayer to use the Diabetes Association's support logo on own website and on social media.

3. Finance

- 3.1. Bayer has committed to sponsor the activity with the amount of DKK 20.000 (twenty thousand Danish kroner). Bayer's financial sponsorship is to support costs connected to research, counseling, disease-prevention, and diseaseawareness done by the Organisation. The sponsorship shall not be used for other costs such as; social activities, costs for ordinary business, internal activities or activities otherwise in conflict with applicable laws and regulations. Travel and accommodation must be reasonable and in accordance with applicable laws and regulations.
- 3.2. Any payments made by Bayer will be upon receipt of a proper invoice (to be issued in the name and on the letterhead of the Organisation) including reference- Purchase Order number and which meets all requirements according to applicable VAT requirements. Bayer shall pay within 45 days from receipt of the correct invoice.

Invoice address:

Bayer A/S
c/o Invoice reception point
D-51368 Leverkusen
Germany

Reference: *[PO number]* (PO number will be created by local Bayer assistant an forwarded to the Organisation after the agreement has been signed by both parties)

4. Transparency

- 4.1. The Parties agree that the content of this agreement can at any time be disclosed to a third party on request.
- 4.2. The parties agree that Bayer will upload the content of this Agreement on their website no later than project start and have it published until at least six months after the collaboration has ended.
- 4.3. The Parties declare that this Agreement is not in any way associated with any business or sales activities between the Parties hereto and in particular, Organisation is by no means obligated to prescribe, recommend or purchase any goods from Bayer.
- 4.4. The parties agree that Bayer will at the end of each calendar year submit information regarding the collaboration to LIF in accordance with the applicable ethical rules.
- 4.5. The Parties warrant that the collaboration subject to this Agreement is in no way associated with influencing the Organisations opinions on professional and political issues.
- 4.6. The Parties declare that this Agreement is not in any way associated with any business or sales activities between the Parties hereto and in particular Organisation is by no means obligated to prescribe, recommend or purchase any goods from Bayer.
- 4.7. Bayer warrants that it does not hold any position within the organisation which might cause any unethical conflicts of interest for the purpose of this Agreement.

5. Contact

- 5.1. Bayer has appointed *Josefine Sletten*, phone: +45 4124 2983, e-mail: Josefine.sletten@bayer.com as contact person for enquires regarding this Agreement.
- 5.2. Organisation has appointed *Søren Biune*, phone: +45 63129073 e-mail: sb@diabetes.dk as a contact person for enquiries relating to this Agreement.

6. Term

This contract comes into force upon signature of both Parties and continues until both parties have fulfilled their obligations, but no later than December 31st 2021.

7. Termination

- 7.1. If either Party is in breach or default in the performance of its obligations under this Agreement, and such breach or default continues for thirty (30) days after written notice by the other Party, may the non-breaching or non-defaulting Party have the right to terminate the Agreement with immediate effect.
- 7.2. If the Activity is cancelled the Organisation shall refund Bayer with the total amount of financial sponsorship. This includes any previous down payment.

8. Adverse Event/Product Technical Complaint

Under EU legislation Bayer and its contracted partners are obliged to fulfil certain Pharmacovigilance responsibilities stated in the Good Pharmacovigilance Practice (GVP) and relevant guidelines. Therefore Organisation agrees to provide to Bayer written reports of all Adverse Events, Product Technical Complaints regarding Bayer product(s) and service(s) covered by this Agreement that come to their attention by fax (+46 8 580 224 02) or e-mail (drugsafety.scand@bayer.com) within one (1) business day from receipt of information.

All known cases of exposure during pregnancy (including paternal exposure) and breastfeeding, misuse, abuse, lack of drug effect, overdose (accidental and intentional), medication error/use error, drug dependency, suspected transmission of an infectious agent, withdrawal syndrome, drug interactions, occupational exposure, off-label use, or unexpected Product benefit with respect to the Product(s) must be reported in the same manner as an Adverse Event /Product Technical Complaint.

For the purposes of this Agreement, an "Adverse Event" shall mean any untoward medical occurrence in a patient administered the Bayer product, which does not necessarily have to have a causal relationship with this treatment. A "Product Technical Complaint" is any report (written, electronic or verbal communication) about a potential or alleged failure of the Bayer product in its quality (including the identity, durability, reliability, safety, efficacy or performance) or suspected counterfeit. The complaint may or may not represent a potential risk to the patient.

9. Miscellaneous

- 9.1. This Agreement contains the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and duly signed by the Parties. If any provision of this

Agreement is or becomes invalid or unenforceable, shall this not affect the remaining provisions hereof. The Parties shall in this case replace the invalid or unenforceable provision with a provision that is as close as possible to the economic effect of the invalid or unenforceable provision.

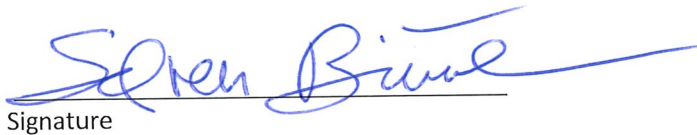
- 9.2. This Agreement shall be construed, controlled and interpreted by the Laws of Denmark. The Parties agree to the exclusive jurisdiction of the Copenhagen Maritime and Commercial Court as first instance.

This Agreement has been executed in two (2) copies, with each party receiving one (1) copy.

Stationsparken 24 st. tv
2600 Glostrup 2/11-2021
Denmark

(Place) (Date)

ORGANISATION



Signature

Søren Biune, Marketing and Fundraising Director

(Place) (Date)

BAYER A/S

(Place) (Date)

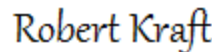
BAYER A/S

DocuSigned by:

3B4F878188C8497...

Signature

Vincent Hamel,
Business Unit Manager, Scandinavia



Robert Kraft
Nov 2 2021 10:04 AM

Signature

Robert Kraft
Brand Manager, Cardiovascular, Scandinavia

Bayer A/S Event ID: a2v1v000001yU7EAAU

Appedix 1: Budget