

Sponsorship Agreement - Patient Organization

(Hereinafter the "Agreement")

between

Bayer A/S
Company registration number (CVR) 16 08 98 18
Arne Jacobsens Allé 13, 7.
2300 København S
Denmark
(**"Bayer"**)

and

The Diabetes Association
Stationsparken 24, st.tv.
2600 Glostrup
Denmark
(CVR) 35 23 15 28
(**"Organization"**)

Bayer and Organization are jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Project description

The Diabetes Association ("The Organization") is a nationwide association and active in the field of diabetes and is supporting patients with diabetes in Denmark. The organization has approx. 90.000 members and is one of the largest patient organizations in Denmark. The Organization has asked Bayer for support to prevent diabetes and diseases caused by diabetes, through information and early detection of type 2 diabetes using two connected methods. Via new, easily accessible (digital and physical) testing methods, Organization will speed up the detection of people with prediabetes and type 2 diabetes, who will then receive treatment and/or implement lifestyle changes that can prevent or slow down the further development of type 2 diabetes. The Health Bus (Sundhedsbussen), as part of the campaign, will be visiting 15 cities in Denmark at

selected locations, where activities, guidance, risk tests, and measurements of long-term blood sugar will be conducted. Participants with "high" or "very high" risk levels will have their long-term blood sugar measured on-site by a nurse in the Health Bus (Sundhedsbussen). Individuals with elevated long-term blood sugar values will be offered informational brochures, including brochures on disease prevention, as well as recipe and exercise booklets that inspire healthier habits for all participants and those interested. They will also be offered the opportunity to participate in Diabetes Association's guided communities focusing on diet, exercise, and social interaction. A digital information campaign will be launched targeting the intended audience through selected media channels. A landing page on diabetes.dk will be maintained, allowing participants to take the risk test from the comfort of their homes. The campaign's results will be evaluated, followed by a comprehensive report and efforts to establish its long-term impact and sustainability. The project is called "Forebyggelse- og Opsporingskampagne 2023" and is hereinafter referred to as the "Project".

As explained above, the purpose of the Project is to raise awareness among the population about the risk of having/developing type 2 diabetes and offers easily accessible tests to ensure that more individuals are identified early and receive timely treatment and/or implement lifestyle changes to prevent the progression of type 2 diabetes and the development of associated complications. Bayer wishes to sponsor the Project.

The Project is set out to be conducted in accordance with relevant laws and regulations, including, but not limited to, the Ethical Rules for Collaboration between Patient Organisations, etc., and the Pharmaceutical Industry. ("Patientforeningskodeks"), issued by the Ethical Committee for the Pharmaceutical Industry ("ENLI") and effective from 15 June 2022 until further notice.

2. The Parties' obligations

- 2.1. **Bayer** commits to sponsor the Project with an amount of DKK 100.000 (One Hundred Thousand Danish Kroner). Bayer's financial contribution is to be used only for the costs necessary to conduct the specific professional/scientific/educational parts of the Project. Bayer shall not provide any kind of non-financial support to Organization in conjunction with the Project.
- 2.2. In return for Bayer's contribution, **Organization** shall ensure that Bayer's logo is displayed on the educational folder(s) that is/are to be produced during the project and that Bayer's role as a sponsor of the Project will be made clear in this context. Additionally, Bayer and the Bayer logo shall receive exposure on the website www.diabetes.dk and in the Member and Practitioner Magazine. Clicks on the Bayer logo, which shall be displayed in the website section listing Organization's partners, shall link/lead the user on to Bayer's website. The parties consider the value of the deliverables that Bayer receives in return for its contribution to be of fair market value, corresponding to the sum with which Bayer is contributing. Organization shall report the financial outcome of the Project to Bayer within 3 months after the conclusion of the Project. If contributions from the pharmaceutical industry would result in the Project making a surplus, Organization shall repay any such surplus to the those contributors (among them Bayer).

Organization commits to ensure that Bayer's contribution shall only be used to cover documented costs strictly necessary for the performance of the professional/scientific/educational aspects that pertain specifically to the Project and which are described in the provided Budget that is appended to this Agreement. Organization shall ensure that Bayer's financial contribution is never used to cover any other kind of costs, such as costs for social activities, costs for Organization's ordinary and non-specified business activities, or any costs otherwise in conflict with applicable laws and regulations.

Organization shall publish information about the collaboration on its website and/or in other locations to the extent required under applicable laws and regulations. Organization acknowledges that it is aware of the requirements in the Advertising Order ("Bekendtgørelse om reklame m.v. for lægemidler"), which demand that patient organizations publish information, on an individual company level, about all support/benefits received from pharmaceutical companies. Publication must be made on the website of the patient organization within 1 month of receiving the respective benefit and information about benefits received must remain available on the website for at least 2 years.

3. Finance & payments

- 3.1. Any payments made by Bayer will be made upon receipt of a proper invoice (to be issued in the name and on the letterhead of the Organization) 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.
- 3.2. Payment will be administrated and invoiced by The Diabetes Association to Bayer on the following address.

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

Reference: *PO number will be sent to the Organization after the contract has been signed.*

4. Transparency

- 4.1. The Parties agree that the content of this agreement can be disclosed to third parties at any time upon request.
- 4.2. The Parties agree that Bayer will upload information about the content of this Agreement on its website as soon as the collaboration starts. The information will remain published and publicly accessible for at least two years and until at least six months after the collaboration has ended, whichever occurs the latest.
- 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 Organization 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 Organization's 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 Organization 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 Organization which might cause any unethical conflicts of interest for the purpose of this Agreement.

5. Contact

- 5.1. Bayer has appointed *Josefine Sletten*, Josefine.sletten@bayer.com, +45 41 24 29 83 as contact person for enquires regarding this Agreement.
- 5.2. Organization has appointed Tanja Thybo, tth@diabetes.dk, +45 66 12 90 06 as a contact person for enquiries relating to this Agreement

6. Usage of Logo; intellectual property, trademarks, etc.

Bayer hereby grants the right to Organization to use the Bayer Logo as appropriate by reproducing it in electronic or print form in any brochure, poster and presentation as well as on the website of Organization which addresses the Awareness Project, solely in order to reference Bayer's role as supporter of the Awareness Project. Organization shall have no right to grant sublicenses to any Third Parties. Bayer shall be entitled to withdraw this right at any time in its free discretion.

7. Term

This Agreement comes into force upon signature of both Parties (Effective date) and continues until both Parties have fulfilled their respective obligations. The Project has an expected end date of 31 December 2023.

8. Termination

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.

9. Adverse Event/Product Technical Complaint

Organization agrees to provide Bayer's local pharmacovigilance department with written reports of all Adverse Events and Complaints regarding Bayer product(s) covered under this Agreement that come to their attention in connection with the performance of services/activities defined in this Agreement. The reports shall be provided by fax (+46 8 580 224 02) or e-mail (PV.nordics@bayer.com) within 1 Business Day from the receipt of such information.

All known cases of exposure via mother/father (exposure during conception, pregnancy, childbirth and breastfeeding); drug interactions; addiction / dependence; withdrawal syndrome; lack of drug effect / lack of effect; suspected transmission of an infectious agent; intentional and accidental product use issues and medication errors including but not limited to off-label use, intentional and accidental misuse, abuse, overdose, and inappropriate administration; counterfeit product, including diverted and falsified product; occupational and environmental exposure; unexpected therapeutic benefit (pre-existing condition improved) with respect to the Bayer Product(s) covered under this Agreement must be reported in the same manner as an Adverse Events / Complaint.

Adverse Event : Any untoward medical occurrence in a patient, clinical investigation subject, user or other person administered a pharmaceutical product, or after use of a cosmetic product or medical device, and which does not necessarily have a causal relationship (association) with this treatment. An Adverse Event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of the product, whether or not related to the product.

Complaint: Any report received (written, electronic or verbal communication) about a potential or alleged failure of a product in its quality (including the identity, durability, reliability, safety, efficacy, or performance) or a suspected counterfeit. The complaint may or may not represent a potential risk to the patient/customer/user/environment.

10. Miscellaneous

- 10.1. 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.
- 10.2. This Agreement shall be construed, controlled and interpreted by the Laws of Denmark. The Parties agree to the exclusive jurisdiction of the Copenhagen District Court as first instance.

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

Agreement regarding "Forebyggelses- og Opsporingskampagne 2023"

(Place)

(Date)

ORGANIZATION

DocuSigned by:

Tanja Thybo

E8906967344243C...

Signature

Tanja Thybo, Head of research

(Place)

(Date)

ORGANIZATION

DocuSigned by:

Claus Richter

21B32355305441A...

Signature

Claus Richter, Director

(Place)

(Date)

BAYER A/S

DocuSigned by:

Josefine Thirane Sletten

64AA9AEE5723443...

Signature

Josefine Sletten, Access Lead

(Place)

(Date)

BAYER A/S

DocuSigned by:

Andre Santiago Silva

6BCB6EBAB1C6417...

Signature

André Santiago Silva, Country Manager

Appendix

Budget 2023	
Tryk af risikotest på dansk og 6 fremmedsprog, Forebyggelsespejce, A3 Plakater, Streamer, Målebånd og Kuglepenne	52.000 kr.
Porto og fragt	8.000 kr.
Mobilisering af Diabetesforeningens frivillige, Apoteker, Sundheds- og Forebyggelsescentre	20.000 kr.
Sundhedsbussen drift, transport samt personale og sygeplejerske til 15 byer	600.000 kr.
Annoncering: Bannerannoncering på FB og andre digitale platforme, med det mål at der gennemføres minimum 200.000 risikotest i 2023.	770.000 kr.
I ALT	1.450.000 kr.