

Collaboration Agreement Patient Organisation

Between

Bayer A/S
Company registration number (CVR) 16 08 98 18
Arne Jacobsens Allé 13, 6.
2300 København S
Denmark
("Bayer")

and

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

Bayer and Organisation jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Project description

Organisation is active in the field of diabetes and supports diabetic patients in Denmark. The organization has app. 90.000 members and is one of the largest Associations of Patients in Denmark. Bayer is active in the field of cardiology and works to improve the life of patients with cardiovascular diseases, including patients with other diseases (e.g. diabetics) in risk of comorbidities as atrial fibrillation, coronary artery disease, peripheral artery disease, etc. The Parties have agreed to collaborate on a project named "Hjertet og Diabetes".

Bayer is sponsoring part of the project "Hjertet og Diabetes". The purpose of the project is to inform diabetic patients about the importance of protecting their heart in order to decrease their risk of cardiovascular diseases. This happens by production of a leaflet called "Hjertet og

Diabetes". The leaflet is to be launched together with a pharmacy campaign (TV-spots to run on info screens in pharmacies plus posters and postcards with information to be produced and distributed to diabetics). In addition, the leaflet will be distributed to patients and relatives at outpatient clinics for diabetics and at GPs across the country. (*"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 with Patient Groups etc. (Patientforeningskodeks) effective from 1/1- 2017, until further notice.

Activity: Production of leaflet, TV-spots on info screens, postcards and information posters

Subject: Hjertet og Diabetes

Date: Spring and autumn 2020

Place: Denmark

2. Parties obligations

- 2.1. Bayer shall sponsor the development of the leaflet, campaign and distribution
- 2.2. The Organisation shall carry out the entire project described in an email from the Organisation to Bayer on November 15, 2019 and provide Bayer with:
 - Bayer logo at the leaflet "Hjertet og Diabetes"
 - Possibility to illustrate the leaflet on Bayer's own site for blood clots as well as link to the leaflet on Organisation's website
 - Possibility to receive or purchase an undefined number of the leaflets for distribution at Bayer meetings for Bayer customersas a market return service for the sponsorship.

3. Finance

- 3.1. Bayer has committed to finance the Project with the amount of DKK 150.000 (one hundred and fifty thousand Danish Kroner). Bayer's finance is to support production of the leaflet, TV-spots on info screens in pharmacies, postcards as well as posters. The amount funded by Bayer shall not be used for other costs such as; social activities, costs for ordinary business, internal activities or otherwise in conflict with applicable laws and regulations.
- 3.2. The Organisation has committed to finance the project with the amount of DKK 450.000 (four hundred and fifty thousand Danish Kroner.)
- 3.3. 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.

- 3.4. Payment will be administrated and invoiced by the Organisation to Bayer at the following address.

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

Reference: PO number will be provided by a local assistant by separate mail.

4. Transparency

- 4.1. The Parties agree that the content of this agreement may be disclosed to a third party at any time upon 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 *Lisbeth Blumensaat*, lisbeth.blumensaat@bayer.com, phone: 20151771] as contact person for enquires regarding this Agreement.
- 5.2. Organisation has appointed *Sebastian Erbo Hoffmann*, seh@diabetes.dk, phone: 41918802 as a contact person for enquiries relating to this Agreement

6. Usage of Logo- intellectual property trademark etc.

The parties should not use each other's logos without a prior written consent. When acquiring such consent, the requesting Party shall state for which specific purposes and in which way the logo and name shall be used.

7. Term

Duration of the project is spring and autumn 2020.

This contract comes into force of upon signature of both Parties and continues until 31.12.2020.

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

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.

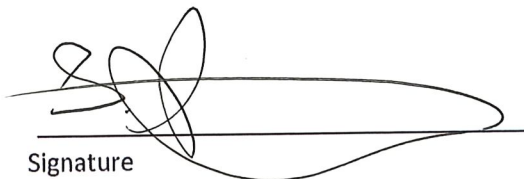
For the purposes of this Agreement, an "Adverse Event" shall mean any untoward medical occurrence in a patient administered the Bayer product, which does not necessarily have to have a causal relationship with this treatment. A "Product Technical Complaint" is any report (written, electronic or verbal 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.

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.

Glostrup 17/12/2019
(Place) (Date)
ORGANISATION


Signature

Sebastian Erbo Hoffmann, Marketing Manager

Copenhagen 12.12.19

(Place)

(Date)

BAYER A/S

Esperia 12.12.19

(Place)

(Date)

BAYER A/S

Lisbeth Blumensaat

Signature

Lisbeth Blumensaat, Product Manager

Helle Bødker

Signature

Helle Bødker, Coordinator

Appendix 1

Application from Diabetesforeningen: email of 15.11.2020