

Contribution Agreement

between

Bayer A/S

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

and

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

1. Scope of the Donation

The Diabetes Association ("The 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 Organisation has asked Bayer for support in developing a new tool – a dashboard called www.diabetestal.nu ("The Project") with inspiration from the Swedish "Knappen". The dashboard will gather all information surrounding diabetes in Denmark, from the demographic, quality in treatment etc. From here you will be able to always draw relevant statistics with updated numbers. It will be developed in collaboration with different stakeholders and has a total budget of 2,3 mill. DK kr. The work will start up in April and finish in February 2023.

2. Parties obligations

The Organisation shall ensure that Bayer's financial contributions are clearly acknowledged and apparent from the outset of the Project and that Bayer is mentioned as a supporting the Project in communications and materials related to the Project.

The Parties acknowledge that Bayer, apart from being mentioned as a supporting the Project in the way described above, shall not receive any benefit in any form whatsoever as a return from the Organisation relating to the made contribution described in the Section 1.

Bayer and Organization agree that Bayer may in Bayer's communication and other materials refer to the collaboration with the Organization and Bayer may use Organization's logo in its marketing activities in Bayer's websites, social media channels and other forums after dialog and agreement with the Organisation.

3. Contact Details of the Parties

The main contact of Bayer for the Project is:

Josefine Sletten

Tel: +45 45 23 50 50

Mob: +45 41 24 29 83

E-mail: josefine.sletten@bayer.com

The main contact person of the Organisation is:

Tanja Thybo

Tel: +45 66 12 90 06

E-mail: tth@diabetes.dk

4. Finance

4.1. Bayer has committed to donate 150.000 DKK

4.2. The contribution shall not be used for any other purpose than outlined in the Section 1 of this Agreement.

4.3. 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.

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 provided by local Business Support Specialist separately

5. Transparency

- 5.1. The Parties agree that the content of this agreement can be disclosed to a third party on request.
- 5.2. 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 the Organisation is by no means obligated to prescribe, recommend or purchase any goods from Bayer or take any specific stands on any professional or political issues.
- 5.3. The Organisation shall, as required by the local law , applicable ethical codes and/or other regulations, on their website or on another appropriate place, clearly announce the collaboration and the received support from Bayer. Bayer will publish a summary of the contents of this agreement on its website. The contribution will also be mentioned in a retrospective report that Bayer files with ENLI once per year.

6. Term

This contract comes into force upon signature of both Parties (Effective date) and continues until both parties have fulfilled their obligations and for the maximum of three years from the Effective date.

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, the non-breaching or non-defaulting Party have the right to terminate the Agreement with immediate effect.

If the Activity is cancelled or not completed within the three years referred to in point 6 above, the Organisation shall refund Bayer with the total or remaining amount respectively of the financial sponsorship. This includes any previous down payment.

8. Miscellaneous

- 8.1. 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, this shall 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.

- 8.2. 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.

-- Next page contains signatures --

(Place) _____ (Date) _____
ORGANISATION

Diabetes foramen 30/9-22

Signature



Tanja Thybo, Head of research

(Place) _____ (Date) _____
ORGANISATION

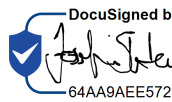


Signature

Claus Richter, Director

(Place) _____ (Date) _____
BAYER A/S

Copenhagen, 2022-10-13
(Place) _____ (Date) _____
BAYER A/S

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Signature

Josefine Sletten, Access Lead

André Santiago Silva
Signature

André Santiago Silva, Country Manager

Appendix 1