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## 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 "Team Walk and TV show". The purpose is to stimulate exercise and healthy lifestyle and the tv show also serves to raise the 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 15/6 2022, until further notice.

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## 2. Parties obligations

- 2.1. Bayer shall sponsor the activity with the amount of DKK 50.000 (fifty thousand Danish kroner).
- 2.2. Organisation will expose Bayer with company name Bayer A/S and support amount 6 times during the TV-Galla Sunday the 13th. November 2022 at 19-21 on Danish TV3, Viaplay and Pluto.tv. And to give the right to Bayer to use the Danish Diabetes Association's support logo on own website and on social media. The Bayer logo will be printed on team walk t-shirt for all participating teams, and will be shown on the campaign site Teamwalk.dk  
The Danish Diabetes Association also give the right to Bayer to send DDA's digital prevention package to your employees in Denmark. The content includes the following:  
Food, exercise and mental health book "Keep the pot boiling and stir while" as well as the prevention pamphlet, "Get good advice on preventing type 2 diabetes" and a link to "Test your risk for type 2-diabetes.

## 3. Finance

- 3.1. Bayer has committed to sponsor the activity with the amount of DKK 50.000 (fifty 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 and forwarded to the Organisation after the agreement has been signed by both parties)

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#### 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 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 restrospective report that Bayer files with ENLI once per year.
- 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](mailto: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](mailto:sb@diabetes.dk) as a contact person for enquiries relating to this Agreement.

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**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 31<sup>st</sup> 2022.

**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.

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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.

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

Glostrup 6/9-2022  
 (Place) (Date)  
**ORGANISATION**  
 Diabetes foreningen

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 Signature  
Søren Biune  
 Søren Biune, Marketing and Fundraising Director

12.09.22 København  
 (Place) (Date)  
 BAYER A/S

12-9-2022, Copenhagen  
 (Place) (Date)  
 BAYER A/S

Josefine Thm Sletten  
 Signature  
 Josefine Sletten, Access Lead

André Santiago Silva  
 Signature  
 André Santiago Silva, Country Manager

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Appedix 1: Budget