

Contribution 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

Danmarks Bløderforening (CVR) 11 80 29 90
Blekinge Blvd. 2
2630 Taastrup
Denmark
(**"Organization"**)

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

Hereby the Parties agree as follows:

1. Project description

The Danish Hemophilia Association is developing an application for hemophilia patients. The Organization has asked a support for the development projects, more specifically for the version 2.0 development. With the application site and patients will have more information regarding the current treatment of the disease.

Bayer wishes to contribute to the development project and to the strong solidarity in the international bleeding community and to the innovations regarding the sharing knowledge and information about life with bleeding disorders.

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 1 June 2022 until further notice.

2. The Parties' obligations

- 2.1. **Bayer** wishes to support the the Association with a total amount of DKK 143.333 (One Hundred forty-three thousand three hundred thirty-three Danish Kroner). This amount includes the contribution that Bayer made as a pre-payment in December 2023, with an amount of DKK 30.000 (thirty thousand Danish Kroner). Organization agrees to use that money also solely for the development of the application.
The remaining DKK 113.333 (One Hundred thirteen thousand and three hundred thirty-three Danish Kroner) shall be paid in 2024 and the time of the payment shall be determined by Bayer. The given support shall be solely used for the development of the application.
- 2.2.
- 2.3. Bayer reserves the right to amend the payment described above at any time and communicate any changes to the payment to Organization Bayer shall not provide any kind of non-financial support to Organization in conjunction with the Project.
- 2.4.
- 2.5. Organization shall publish information about the contribution made by Bayer 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(s) 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 Danmarks Bløderforening 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 Lars Lunau, lars.lunau@bayer.com , +45 40 56 79 50 as contact person for enquires regarding this Agreement.
- 5.2. Organization has appointed Karen Binger Holm, kbh@bloderforeningen.dk +45 60 24 62 77 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 2024.

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 unfavourable 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.

Agreement regarding "støtte til udvikling af bløderapp version 2.0"

(Place) (Date)

ORGANIZATION

DocuSigned by:

46A0A742616D4F7...

Signature

Karen Binger Holm, Head of secretariat

(Place) (Date)


BAYER A/S

Signature

Lars Lunau, Access Lead

(Place) (Date)

BAYER A/S

DocuSigned by:

6BCB6EBAB1C6417...

Signature

André Santiago Silva, Country Manager

Appendix

Budgettet for leverancer i første fase er i alt 860.000 kr., og Danmarks Bløderforening søger derfor Bayer A/S om støtte på 143.333 kr. Enhver støtte vil blive modtaget med tak.

2023			
Forbedret brugeroplevelse og effektivitet gennem optimeret registreringsflow	85.000	1	A (2023)
Inklusion af børn og unge i Bløderløsningen	775.000	1	A (2023)
I alt år	<u>860.000</u>		