

Sponsorship Agreement for Event Sponsoring

between

Bayer A/S
Arne Jacobsens Allé 13
2300 Copenhagen
Denmark

and

Danmarks Bløderforening
Blekinge Boulevard 2
2630 Taastrup
Denmark
11 80 29 90

The Parties agree as follows:

Article 1 Definitions

Annex D contains a list of defined terms, which, when used in this Agreement shall have the respective meaning set forth in Annex D.

Article 2 The Parties` Primary Obligations

2.1 Contract partner`s obligations

- a) Contract partner will be responsible for the planning, performance and execution of the Event as described in Annex EV.

- b) Contract partner shall ensure that Bayer may present itself and the Bayer group as sponsor of the Event, and/or present its products in the manner set forth below.
- c) In particular, Contract partner shall ensure that:

Bayer will be named as sponsor of the Event on all publications and websites which address the Event;

Subject to the instructions of Bayer, the Bayer Logo will be used for the purpose pursuant to hereinabove, subject to the conditions pursuant to Article 3.1 below.

Bayer may use the Organization's and/or Event's logo for its own advertising,

Bayer shall obtain Visibility and acknowledgment as a sponsor of the Annual Meeting of the Danish Haemophilia Society.

Placement of Bayer's logo on relevant meeting materials, including the program and participant information (digital or printed).

Recognition during the meeting, for example in opening remarks or sponsor slides.

The opportunity to provide non-promotional disease-area educational materials, in accordance with applicable regulations and ENLI rules.

- d) Any further activities mentioning Bayer require the express prior consent by Bayer.

2.2 Remuneration, Payment, Taxes

- a) As consideration for the performance of the obligations set forth herein, Bayer shall pay to Contract partner the remuneration set forth in further detail in Annex P.
- b) All payments hereunder shall be invoiced and effected in accordance with the payment terms and instructions set forth in Annex P.
- c) All agreed consideration is exclusive of European or other similar Value Added Taxes (VAT, IVA), Goods and Services Taxes (GST, ITBMS, ITBIS), Sales and Services Taxes (SST), and General Sales Taxes (IGV, ISV) (collectively, "Indirect Taxes"). If any Indirect Taxes are applicable, such Indirect Taxes shall be invoiced additionally according to the applicable tax law. Such Indirect Taxes shall be paid to Contract partner only, if Contract partner is obliged to transfer such Indirect Taxes to the respective tax authorities and after receipt of a corresponding invoice. Contract partner shall issue correct invoices in accordance with the applicable tax law.

Article 3 Covenants

3.1 Intellectual Property Rights

- a) The name Bayer as well as the Bayer Logo are protected for the benefit of Bayer by company and trademark law. The design of the Bayer Logo shall be the only one permitted. Any changes to the above design need prior approval by Bayer. Any use of Bayer's trade name or Bayer Logo that may lead to confusion as to the relationship between Bayer, the Contract partner and/or other sponsors that are represented in the same or similar manner to Bayer at the Event shall be strictly prohibited.
- b) Bayer hereby grants the right to Contract partner to use the name Bayer and 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 Contract partner which addresses the Event, solely in order to reference Bayer's role as sponsor of the Event. Use in social media posts addressing the Event is also permitted, but only for the name Bayer, not for the Bayer Logo. Authorization to use the Bayer Logo in a social media post has to be requested separately. Contract partner 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.

3.2 Compliance with Applicable Laws

In connection with the implementation of this Agreement, the Parties shall comply with all Applicable Laws. The Parties shall inform each other if they become aware of violations of Applicable Laws in relation to the implementation of this Agreement. Bayer shall be entitled to evaluate the compliance of Contract partner, either by assessment (online, paper questionnaire, etc.), by an onsite audit and/or by review of Contract partner's accounting records insofar as these relate to the Event in any way.

The Contract partner further declares and represents that it will use the contribution provided by Bayer under this Agreement exclusively for the purpose defined under this Agreement and as described in the event budget, which forms an integral part of this Agreement (see Annex EB). In particular, the contribution shall not be used for social programs, participation of accompanying persons, payment of any honoraria to healthcare professionals, government officials or politicians/decision makers, gifts to speakers (or any other persons), or for any kind of entertainment. Further details and/or additionally agreed restrictions on the permissible use are, if applicable, included in Annex EB.

Contract partner shall ensure that any invitations to attend the Event clearly state that the Event is being sponsored by one or more pharmaceutical companies.

It is acknowledged by the Parties that if Contract partner is a Danish healthcare organization (HCO), as per the definitions in the code of ethics of the Danish

pharmaceutical industry association („ENLI:s reklamekodeks“), or a patient organization (PO) or other organization in scope of ENLI:s „Patientforeningskodeks“, the total sum of sponsorship contributions obtained from the pharmaceutical industry in connection with the Event must not exceed the compliantly sponsorable costs (as per the limitations in this clause 3.2 and, if applicable, the further limitations described in Annex EB). Where the aforementioned applies, Contract partner shall, within 3 months of the end of the Event, notify the sponsors (among them Bayer), of its financial outcome(s) in connection with the Event. Contract partner shall return any resulting surplus to the sponsors (i.e. if the sum of sponsorship contributions obtained turns out to have exceeded the compliantly sponsorable costs).

3.3 Interaction with Healthcare Professionals

Contract partner shall not interact with any HCx (i) on behalf of Bayer, or (ii) in order to provide Products or Services to Bayer.

3.4 Pharmacovigilance

Contract partner shall perform the pharmacovigilance obligations set forth in Annex PV.

Article 4 Term and Termination

4.1 Term

This Agreement shall start upon signature and/or an equivalent local act under Applicable Laws by both Parties and unless earlier terminated as provided herein, shall expire upon completion of all obligations under this Agreement.

4.2 Extraordinary termination rights

- a) Each Party may, without prejudice to any other right or remedy under this Agreement or Applicable Laws, terminate this Agreement with immediate effect by giving unilateral written notice, if the other Party has materially breached this Agreement and such breach has not been cured within 20 Business Days following written notice from the terminating Party or, if not capable of being cured within said 20 Business Days period, immediately. A material breach includes, but is not limited to, a significant breach of representations and warranties under this Agreement.
- b) Bayer may terminate this Agreement at any time if the Event or some aspects of it are significantly modified, delayed, or cancelled.

4.3 Force Majeure

Where a Party is unable, wholly or in part, by reason of a Force Majeure Event to carry out its obligations under this Agreement, the non-performing Party shall be exempt from liability for non-performance of its duties and obligations pursuant to this Agreement (excluding obligations to effect payments) due to such Force

Majeure Event, provided that the non-performing Party notifies the other Party in writing within 5 Business Days of the existence of such Force Majeure Event. The other Party shall be entitled to take all appropriate steps to mitigate the effects of the Force Majeure Event. If, after 1 month following notification of the Force Majeure Event, such condition persists, the other Party may terminate this Agreement in whole or in part, to the extent affected by the Force Majeure Event. Otherwise, Bayer and Contract partner shall agree upon a reasonable resumption of this Agreement.

4.4 Effect of Termination

If the Agreement is terminated, Contract partner shall reimburse Bayer for any Contribution it has received in connection with the significantly modified or delayed portions of the Event except for any portion of the Contribution that has already been spent at the time of receipt of Bayer's termination notice.

Article 5 Miscellaneous

5.1 Use of Affiliates

Unless stipulated otherwise in this Agreement, the use of Affiliates or such Affiliates' right to exercise rights and perform obligations under this Agreement shall be subject to the other Party's prior consent, which shall not be unreasonably withheld. *Inter alia*, regulatory requirements or specific confidentiality interests shall be considered reasonable to withhold such consent. In addition, in each case where an act or omission is required by a Party's Affiliate pursuant to this Agreement, (i) such Party shall cause and compel such Affiliate to perform such obligation and comply with the terms of this Agreement and (ii) any breach of the terms or conditions of this Agreement by such Affiliate shall be deemed a breach by such Party of such terms or conditions.

5.2 Assignability

This Agreement or any rights or obligations under this Agreement may not be assigned in full or in part by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Each Party may, however, assign this Agreement to any Affiliate of such Party, or to a Third Party in connection with the sale or transfer of all or substantially all of (i) its business, (ii) a given business unit or (iii) a given site, or in connection with a merger or other consolidation of a Party or any of its Affiliates with a Third Party.

5.3 Severability

If a provision of this Agreement is found by any Governmental Authority to be wholly or partly illegal, invalid, void, voidable or unenforceable, it shall, to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions shall continue in full force and effect.

5.4 No inducement

Bayer and Contract partner each acknowledge and agree that the sponsorship funds are not offered or provided with the intent to, directly or indirectly, encourage Contract partner to purchase, order, refer, use or recommend any Bayer product or service or any of Bayer's Affiliates' products or services, or to reward Contract partner for a past purchase, prescription, recommendation, or formulary placement of any Bayer product or service or any of Bayer's Affiliates' products or services. The Parties also agree that Bayer's payment of the sponsorship funds will not be used to provide a direct or indirect discount on product purchases or to influence Contract partner's conduct or decisions in connection with clinical or other research or the dissemination of medical or scientific data.

5.5 Governing Law

This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with the laws of the country, in which Bayer is incorporated (without giving effect to the choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

5.6 Jurisdiction

The exclusive jurisdiction for any claim or matter, whether of a contractual or a non-contractual nature, arising under or in connection with this Agreement shall be finally settled by the competent courts of the country in which Bayer is incorporated.

5.7 Entire Agreement, Amendments

- a) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. Any reference to standard terms and conditions by either of the Parties is considered void.
- b) This Agreement, including this provision, may only be amended either (i) by a written instrument duly executed by the Parties (ii) or in the form pursuant to which this Agreement was signed.
- c) If agreed between the Parties, this Agreement may be fully or partially executed by electronic signature in portable document format (.pdf) and constitutes an original for all purposes.

Bayer A/S
Cecilia Berndt
2/3/2026

DocuSigned by:
Cecilia Berndt
BBA570644C9C45E...
Bayer A/S

Lars Lunau
2/4/2026

Signed by:
Lars Lunau
CD77940BAAA741C...

Danmarks Bløderforening
Karen Binger Holm
2/5/2026

Signed by:
Karen Binger Holm
DB20472E768C480...

Bayer A/S
Christoffer Guttel
2/3/2026

DocuSigned by:
Christoffer Guttel
C99B0D3D0C1F448...

Annex D

The following terms shall have the respective meanings set forth below:

Contract partner shall mean Danmarks Bløderforening, Blekinge Boulevard 2, 2630, Taastrup, Denmark.

Organization shall mean Danmarks Bløderforening, Blekinge Boulevard 2, 2630, Taastrup, Denmark.

Bayer shall mean Bayer A/S, Arne Jacobsens Allé 13, 2300 Copenhagen, Denmark.

Affiliate of a Party shall mean any individual, corporation or other business entity that, either directly or indirectly, controls such Party, is controlled by such Party, or is under common control with such Party. As used herein, "control" means the power to direct the decisions of an entity by possession of more than 50% of the voting rights in an entity, by contract, or otherwise.

Agreement shall mean this Agreement including its Annexes.

Applicable Laws shall mean all laws (including local labour laws), orders, statutes industry codes, regulations, ordinances, decrees, rules or other requirements with similar effect of any Governmental Authority and applicable to the Parties when implementing this Agreement.

Bayer Logo shall mean the Bayer cross as set forth below:



Business Day shall mean a day on which banks are generally open for business at the corporate seat of one of the Parties.

Confidential Information shall mean the content of this Agreement, and any information relating to the subject matter of this Agreement, which Contract partner receives from Bayer or Bayer's Affiliates. Confidential Information shall not include information that (i) was or becomes generally available to the public other than as a result of an unauthorized disclosure by Contract partner or any of Contract partner's Affiliates; or (ii) was or becomes available to Contract partner or any of its Affiliates on a non-confidential basis from a source other than Bayer or its Affiliates; provided that such source was under no duty to maintain confidentiality to Bayer or its Affiliates; or (iii) was known to Contract partner before the date of its disclosure to Contract partner by Bayer; or (iv) was or is developed independently by Contract partner or any of its Affiliates without using Confidential Information.

Event shall mean a professional event organized by an organization as described in detail in Annex EV.

Force Majeure Event shall mean an act, event or cause beyond that Party's reasonable control (including but not limited to, fire, strikes not related to decisions, acts or omissions of the Party, flood, earthquake, explosion, epidemic, riot, civil commotion, act of God, war or war like hostilities or threat of war, terrorist activities) and not resulting in any way from its negligence or willful misconduct.

Governmental Authority shall mean any entity or body exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to governments (including courts), and any multinational organization or body (including the European Commission).

GST shall mean value added tax on goods and/or services in terms of the applicable tax law.

HCx shall mean either HCP (Healthcare Professional) or HCO (Healthcare Organization).

Healthcare Organization (HCO) shall mean an organization that is typically comprised of HCPs and/or provides healthcare to human patients and/or conducts healthcare research.

Healthcare Professional (HCP) shall mean members of the medical, dental, veterinary, pharmacy or nursing professions or any other person, who in the course of his or her professional activities may prescribe, recommend, purchase, supply, administer or provide information about any Bayer Product. The term HCP generally does not include trading partners, i.e. distributors, wholesalers, retailers, and employees of commercial customers.

Depending on Applicable Laws, the term may also include a broader scope of healthcare related professions, e.g. physiotherapists, medical journalists.

Purpose shall mean the promotion of the Event as described in Annex EV.

Party shall mean either Bayer or Contract partner, and Parties shall mean both of Bayer and Contract partner.

Third Party shall mean any person or legal entity that is neither a Party nor an Affiliate.

VAT shall mean value added tax on goods and/or services in terms of the applicable tax law.

Annex EV Event

Description of Event:

The annual meeting is open to all members of the association and focuses on topics and issues that span across member groups and generations. In 2026, approximately 65 adults and 15 children are expected to participate.

Title: The Annual Meeting of the Danish Haemophilia Society

Venue: Scandic Silkeborg, Udgårdsvej 2,

Place: 8600 Silkeborg, Denmark

Date: 18 April 2026 – 19 April 2026

Expected number of participants: 100

Purpose: Provide financial support from Bayer to deliver the annual Haemophilia meeting at Scandic Silkeborg.

Program: Lørdag d. 18. april

11.00 – 11.30 Introduktion til foreningen (for nye medlemmer)

11.30 – 12.00 Velkommen og overblik over weekenden

12.00 – 13.00 Fælles frokost

13.00 – 14.30 Er der en bløder til stede? (tbc) Ny viden om behandlingsudvikling og fremtidens bløderpatient

14.30 – 15.00 Fælles gåtur

15.00 – 15.30 Eftermiddagskaffe, kage og check-in

15.30 – 17.00 Hypnoterapi og mental trivsel v. Bille Staalbo Med mere end 15 års erfaring i arbejdet med angst, kropslig uro og smerte – og med at gøre det lidt lettere at være menneske, når krop og hoved ikke altid følges ad.

17.00 – 18.00 Pause

18.00 – 19.00 Middag

19.00 – 20.00 Banko for alle

20.00 Aftenkaffe og hyggeligt samvær

Søndag d. 19. april

09.00 – 10.30 Den nye sundhedsreform – hvad betyder den for mig? Gennem oplæg og workshops bliver vi klogere på, hvad sundhedsreformen indebærer for bløderpatienterne i fremtiden

10.30 – 11.00 Formiddagskaffe

11.00 – 13.00 Generalforsamling

13.00 Frokost to-go og tak for denne gang

Annex PV

Contract partner agrees to provide Bayer's 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 this Agreement. The reports shall be provided by fax (+49-30-468-994441) or e-mail (PV.CaseProcessing@bayer.com) within 1 Business Day from the receipt of such information. Alternatively, the contact form or contact data available on the website <https://www.bayer.com/en/report-a-side-effect.aspx> can be used to report Adverse Events and Complaints.

All known cases of exposure via mother / father (exposure during conception, pregnancy, childbirth and breastfeeding); medication error; misuse; off-label use; abuse; addiction / dependence; product use issue / intentional product use issue; lack of drug effect / lack of effect; overdose (accidental and intentional); suspected transmission of an infectious agent; drug interactions; withdrawal syndrome; occupational exposure or 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.

Annex EB

Budget – Årsmøde 2026

Møde, ophold og forplejning, 65 voksne/15 børn	168.810 kr.
Oplægsholdere, honorar/transport (estimat)	20.000 kr.
Porto, 34 kr. pr. brev (estimat)*	20.400 kr.
Kopi (invitationer, program)	7.500 kr.
Udgift i alt	216.710

*Fra 2027 udsendes invitationer til årsmøde og generalforsamling digitalt pr. mail.

Annex P

Contribution to the Event, payment terms and instructions

For this Annex, the following additional definition shall apply:

Transfers of Value (ToV) shall mean direct and indirect ToV, whether in cash, in kind or otherwise, made, whether for promotional purposes or otherwise, in connection with the development and sale of prescription-only medicines exclusively for human use. Direct ToVs are those made directly by Bayer for the benefit of an HCx. Indirect ToVs are those made on behalf of Bayer for the benefit of an HCx, or those made through a Third Party and where Bayer knows or can identify the HCx that will benefit from the Transfer of Value.

As contribution to the Event, and subject to the terms and conditions set forth herein, Contract partner shall be entitled to invoice the following payments (hereinafter the "Contribution"):

Contribution	Price in [currency]
25.000,00	DKK

The Contribution shall comprise the entire remuneration payable to Contract partner for the Event.

Bayer shall issue a PO with a unique PO number as well as stating the address to which invoices shall be sent. Contract partner acknowledges that Bayer can only process invoices clearly indicating the relevant PO number and having been sent to the correct address. Contract partner shall use reasonable commercial efforts to take part in electronic invoicing, if requested by Bayer.

Account holder: Danmarks Bløderforening

Account number: Danmarks Bløderforening

Bank: Sydbank

Bank code: SE nr.: 11 80 29 90

Reg. nr.: 7040

Konto nr.: 1106847

Bank: Sydbank

Purpose: SE nr.: 11 80 29 90

Reg. nr.: 7040

Konto nr.: 1106847

Bank: Sydbank

Bayer shall pay invoiced amounts due to Contract partner within [30 (thirty) days] from the date of Bayer's receipt of Contract partner's invoice issued in accordance with this Agreement.

Discosure of ToV

Contract partner is aware that Bayer or one of its Affiliates may be subject to transparency requirements regarding ToV to Healthcare Professionals or Healthcare Organizations. Bayer will therefore publish any ToV related to this agreement, if this is required by Applicable Laws.

Depending on Applicable Laws, such publication may require explicit consent. In such case, Bayer will publish the data on an individual level (mentioning the name, address and, if applicable, a unique identification number (e.g. professional code)) only if such consent is granted. In case a consent is required but not granted, the transfers of value will be published in an anonymized way, i.e. on an aggregated basis.

Some transfers of value may be published in an anonymized way, i.e. on an aggregated basis, in any case, depending on the Applicable Laws.