

## 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 The Danish Haemophilia Association`s obligations**

- a) The Danish Haemophilia Association will be responsible for the planning, performance and execution of the Event as described in Annex EV.

b) The Danish Haemophilia Association 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, The Danish Haemophilia Association 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 will obtain access to the Event with an information booth to exhibit Bayer and the Bayer group and/or its products;

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

Bayer shall obtain Bayer's company logo will appear on the final invitation and program, and Bayer may display a roll-up banner and up to two materials in the meeting area.

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 The Danish Haemophilia Association 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 The Danish Haemophilia Association only, if The Danish Haemophilia Association is obliged to transfer such Indirect Taxes to the respective tax authorities and after receipt of a corresponding invoice. The Danish Haemophilia Association 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 The Danish Haemophilia Association 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 The Danish Haemophilia Association 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 The Danish Haemophilia Association 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. The Danish Haemophilia Association 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 The Danish Haemophilia Association, either by assessment (online, paper questionnaire, etc.), by an onsite audit and/or by review of The Danish Haemophilia Association's accounting records insofar as these relate to the Event in any way.

The The Danish Haemophilia Association 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.

The Danish Haemophilia Association 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 The Danish Haemophilia Association 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, The Danish Haemophilia Association 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. The Danish Haemophilia Association 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

The Danish Haemophilia Association 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

The Danish Haemophilia Association 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 The Danish Haemophilia Association shall agree upon a reasonable resumption of this Agreement.

#### 4.4 Effect of Termination

If the Agreement is terminated, The Danish Haemophilia Association 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 The Danish Haemophilia Association each acknowledge and agree that the sponsorship funds are not offered or provided with the intent to, directly or indirectly, encourage The Danish Haemophilia Association to purchase, order, refer, use or recommend any Bayer product or service or any of Bayer's Affiliates' products or services, or to reward The Danish Haemophilia Association 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 The Danish Haemophilia Association'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  
Lars Lunau  
1/23/2026

Signed by:  
*Lars Lunau*  
CD77940BAAA741C...  
Bayer A/S  
Cecilia Berndt  
1/23/2026

DocuSigned by:  
*Cecilia Berndt*  
BBA570644C9C45E...

Danmarks Bløderforening  
Karen Binger Holm  
1/23/2026

Signed by:  
*Karen Binger Holm*  
DB20472E768C480...

Bayer A/S  
Christoffer Guttel  
1/23/2026

DocuSigned by:  
*Christoffer Guttel*  
C99B0D3D0C1F448...

## Annex D

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

**The Danish Haemophilia Association** 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 The Danish Haemophilia Association 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 The Danish Haemophilia Association or any of The Danish Haemophilia Association's Affiliates; or (ii) was or becomes available to The Danish Haemophilia Association 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 The Danish Haemophilia Association before the date of its disclosure to The Danish Haemophilia Association by Bayer; or (iv) was or is developed independently by The Danish Haemophilia Association 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 The Danish Haemophilia Association, and Parties shall mean both of Bayer and The Danish Haemophilia Association.

**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:

BAYER will provide sponsorship support for the annual Nordic and Baltic Haemophilia Meeting, taking place on 20–22 March 2026 at Scandic Kødbyen in Copenhagen.

The meeting gathers Nordic and Baltic haemophilia associations, medical specialists, nurses, industry representatives, and youth delegates to share knowledge, strengthen cross-border collaboration, and discuss key topics such as Health Technology Assessment, supply security, and the use of AI.

BAYER's requested contribution is DKK 32,592, with logo visibility and the opportunity to display materials in the meeting area.

**Title:** Nordic Meeting in Copenhagen, organised by The Danish Haemophilia Association.

**Venue:** Scandic Kødbyen, Skelbækgade 3A

**Place:** 1717 Copenhagen, Denmark

**Date:** 20 March 2026 – 22 March 2026

**Expected number of participants:** 100

**Purpose:** BAYER will provide sponsorship support for the annual Nordic and Baltic Haemophilia Meeting, taking place on 20–22 March 2026 at Scandic Kødbyen in Copenhagen.

The meeting gathers Nordic and Baltic haemophilia associations, medical specialists, nurses, industry representatives, and youth delegates to share knowledge, strengthen cross-border collaboration, and discuss key topics such as Health Technology Assessment, supply security, and the use of AI.

BAYER's requested contribution is DKK 32,592, with logo visibility and the opportunity to display materials in the meeting area.

**Program:** The program is still being developed, but in addition to sharing experiences and best practices across the associations, The Danish Haemophilia Association aims to highlight the following topics at the meeting:

Health Technology Assessment

Supply security

Use of AI

## Annex PV

The Danish Haemophilia Association 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](mailto: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

Udgifter	Beløb DKK
Ophold	63.780
Mødelokale	7.560
Mødepakke, fredag	12.300
Mødepakke, lørdag	37.344
Mødepakke, søndag	20.400
Vand til måltider	3.075
Honorar, oplægsholdere	15.000
Transportudgifter, oplægsholdere	3.500
<b>Total</b>	<b>162.959</b>
<b>Notat</b>	
<i>Hotel Scandic Kødbyen, København</i>	
<i>30 enkeltværelser, fre-søn inkl. morgenmad á 2.126 kr.</i>	
<i>Fredag, aftenmøde - 30 deltagere á 410 kr.</i>	
<i>Lørdag, heldagsmøde - 48 deltagere á 778 kr.</i>	
<i>Søndag, halvdagsmøde - 30 deltagere á 680 kr.</i>	

## 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, The Danish Haemophilia Association shall be entitled to invoice the following payments (hereinafter the "Contribution"):

Contribution	Price in [currency]
32.592,00	DKK

The Contribution shall comprise the entire remuneration payable to The Danish Haemophilia Association 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. The Danish Haemophilia Association acknowledges that Bayer can only process invoices clearly indicating the relevant PO number and having been sent to the correct address. The Danish Haemophilia Association shall use reasonable commercial efforts to take part in electronic invoicing, if requested by Bayer.

Account holder: Danmarks Bløderforening

Account number: Sydbank

SE nr.: 11 80 29 90

Reg. nr.: 7040,

Konto nr.: 1106847

Bank: Sydbank

SE nr.: 11 80 29 90

Reg. nr.: 7040,

Konto nr.: 1106847

Bank code: Sydbank

SE nr.: 11 80 29 90

Reg. nr.: 7040,

Konto nr.: 1106847

Purpose: Sydbank

SE nr.: 11 80 29 90

Reg. nr.: 7040,

Konto nr.: 1106847


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

#### Discosure of ToV

The Danish Haemophilia Association 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.