

Collaboration Agreement ("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")

Bayer and Organisation may below be referred to as Party or together as Parties.

1. Scope of the Collaboration

The Diabetes Association ("The Organisation")

a nationwide organization dedicated to diabetes care and support in Denmark, has initiated a collaborative project with Bayer, a leading healthcare company. The core objective of this project is to develop and enhance the Diabetestest.nu platform. The Diabetes Association recognizes the importance of providing comprehensive resources for diabetic patients and healthcare professionals. To achieve this, they have sought the support and expertise of Bayer to further develop Diabetestest.nu. This collaboration signifies a shared commitment to improving diabetes care, support, and education in Denmark. The project encompasses a wide range of initiatives, including visual improvements, functional enhancements, the addition of new indicators, and strategic marketing efforts to reach healthcare practitioners and municipalities. The goal is to create a user-friendly and informative platform that positively impacts the lives of those affected by diabetes. Through this collaboration, the Diabetes Association and Bayer aim to elevate Diabetestest.nu to new heights, offering a valuable resource for the diabetes community in Denmark. This project represents a significant step towards achieving improved diabetes management, patient support, and healthcare awareness.

The Parties agree that Bayer's contribution shall only be used to cover costs specifically described in the attached Budget, which forms an integral part of this Agreement.

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 75.000 DKK (10.000 euro).

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.

4.4. Payment shall 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 and/or in other appropriate places, 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, for a 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.
- 7.2. 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. Pharmacovigilance/Adverse Event/Complaint

Organisation 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

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, 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.

8.1. 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

DocuSigned by:
Tanja Thybo
E9006967344243C...

Signature

Tanja Thybo, Head of research

(Place) (Date)
ORGANISATION

DocuSigned by:
Claus Richter
21B32353305441A...

Signature

Claus Richter, Director

(Place) (Date)
BAYER A/S

DocuSigned by:
Josefine Thirane Sletten
64AA9AEE5723443...

Signature

Josefine Sletten, Access Lead

(Place) (Date)
BAYER A/S

DocuSigned by:
Andre Santiago Silva
6BCB6EBAB4C6417...

Signature

André Santiago Silva, Country Manager

Appendix 1

Dette forventer vi vil koste (DKK):

0,3 FTE, projektleder Diabetesforeningen	246.000
160 timer, marketingsmedarbejder, Diabetesforeningen	68.000
52 timer, UX design og brugerworkshop	58.000
336 Udvikling, test, fejlrettelser og release, IQVIA	370.000
<u>I alt</u>	<u>742.000</u>

Vi søger derfor Bayer A/S om et **sponsorat på op til kr. 100.000** til udviklingen af diabetestal.nu i 2023.
Beløbet tillægges moms.