

Contribution Agreement – Support for participation in the EASD congress 2023

(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

The Diabetes Association
Stationsparken 24, st.tv.
2600 Glostrup
Denmark
(CVR) 35 23 15 28
(**"Organization"**)

Bayer and Organization are each individually referred to as "Party" and jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Scope of the Agreement

The Diabetes Association ("Organization") is a nationwide association and active in the field of diabetes and is supporting patients with diabetes in Denmark. The organization has approximately 90.000 members and is one of the largest patient organizations in Denmark. The Organization has asked Bayer to support the participation of one member from the Danish Diabetes Association in the annual meeting of the European Association for the Study of Diabetes, which will take place from 2 to 6 October 2023 in Hamburg, Germany ("EASD"). The EASD meeting is a leading event in diabetes research and treatment and offers a unique platform for knowledge sharing, networking opportunities and updates on the latest developments in the diabetes field. The Organization wishes to participate in the EASD congress as a part of its efforts to obtain the latest scientific

knowledge and to be able to provide high quality scientific and educational contents for its members – amongst them Danish patients suffering from diabetes. The Organization will report directly from the congress in the form of newsletters and through social media posts. The end goal is to advance the knowledge in the Danish society about the latest developments within the field of diabetes.

Parties agree to follow 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 15 June 2022 until further notice.

2. The Parties' obligations

2.1. **Bayer** wishes to support the Organization by compensating the costs related to the participation of one representative of the Organization in the EASD congress. Bayer will reimburse the Organization only for such documented and actually incurred expenses that are necessary for the Organization's participation in the EASD meeting in Hamburg 2-6 October 2023. The maximum compensation shall, however, not exceed DKK 14.788,00 (fourteen thousand seven hundred and eighty-eight Danish kroner), which is the amount requested by Organization in the budget that it has provided, and which is appended to the Agreement.

Bayer will only reimburse expenses to the extent that they are reimbursable according to applicable laws and regulations, hereunder ethical codes of conduct, such as ENLI's "Patientforeningskodeks". For the sake of clarity, it is hereby acknowledged by the Parties that only costs for the congress registration fee and costs for necessary travels, accommodation, and modest meals in immediate connection with the EASD congress can be reimbursed. The Organization is aware that relevant meal value limits depend on the location where the meals take place (i.e. that German meal cost limits apply when in Hamburg). Bayer shall not provide any kind of non-financial support to Organization.

2.2. **Organization** acknowledges and accepts that any reimbursements from Bayer are subject to the receipt by Bayer of receipts that document the specific expenses incurred and which meet all applicable tax and accounting requirements. Organization agrees to provide Bayer with the relevant receipts in a timely manner after the end of the EASD conference.

Organization shall publish information on its website and/or in other locations, to the extent required under applicable laws and regulations, about the support it is receiving from Bayer. 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 Organization's 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/tax and accounting requirements. Bayer shall pay within 45 days from receipt of the correct invoice.
- 3.2. Payment will 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 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. Organization is aware that Bayer will, soon after the end of each calendar year, submit information to ENLI regarding its collaborations with, and its support to, patient organizations during the preceding year.
- 4.4. 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.

4.5. 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 that Organization is by no means obligated to prescribe, recommend or purchase any goods from Bayer.

4.6. 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 *Josefine Sletten*, Josefine.sletten@bayer.com, +45 41 24 29 83 as contact person for enquires regarding this Agreement.

5.2. Organization has appointed Tanja Thybo, tth@diabetes.dk, +45 66 12 90 06 as a contact person for enquiries relating to this Agreement.

6. Usage of Logo; intellectual property, trademarks, etc.

Neither Party shall have the right to use the logo of the other Party without having requested and received a prior written consent from the other Party, specifying the permitted use of the logo.

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 event will take place on 2-6th October 2023, whereafter the Organization will provide receipts/invoices to Bayer for the purpose of receiving reimbursement. It is estimated that the parties' obligations will be fulfilled before the end of 2023.

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 its attention in connection with the participation in the EASD congress, including, but not limited to, Organization's congress related activities, such as social media posts and news articles/newsletter communications. 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 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.

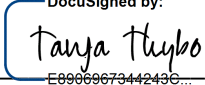
10. Miscellaneous

- 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 "Deltagelse til EASD Kongressen 2-6 Oktober 2023 i Hamborg"

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


(Place) (Date)
ORGANIZATION

DocuSigned by:

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Signature

Tanja Thybo, Head of research

(Place) (Date)
ORGANIZATION

DocuSigned by:

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Signature

Claus Richter, Director

(Place) (Date)
BAYER A/S

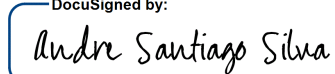
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Signature

Josefine Sletten, Access Lead

(Place) (Date)
BAYER A/S

DocuSigned by:

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Signature

André Santiago Silva, Country Manager

Appendix

Budget

4 hotelovernatninger a 250€	DKK 7.450
4 frokost a 25€	DKK 745
4 aftensmad a 75€	DKK 2.235
Togrejse t/r	DKK 745
Early bird registrering, medlem 485€	DKK 3.613
<u>I alt</u>	<u>DKK 14.788</u>