

Collaboration Agreement Patient Organisation

between

Bayer A/S
Company registration number (CVR) 16 08 98 18
Arne Jacobsens Allé 13, 6.
2300 København S
Denmark
(**"Bayer"**)

and

Danmarks Bløderforeningen
Kompagnistraede 22, sal baghuset
1208 København K
CVR 11 80 29 90
(**"Organisation"**)

Bayer and Organisation jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Project description

The Danish Haemophilia Society was established in 1970. At the same time factor therapy was introduced in Denmark. The first important task of the Danish Haemophilia Society was to persuade the Danish authorities to establish haemophilia treatment centers and to locate and inform people living with haemophilia about the new opportunities that the therapy opened to them.

Organisation is active in the field of *Haemophilia*. Bayer is active in the field of *Haemophilia*. The Parties have agreed that Bayer will be sponsoring the Årsmøde 2-3 april 2022, i Danmarks Bløderforening.

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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 with Patient Groups etc. (Patientforeningskodeks) effective from 1/1--2020, until further notice.

2. Parties obligations

- 2.1. Bayer shall provide financial support to the event with the amount as described in section 3
- 2.2. As a return of Bayer's support, the Organisation will allow Bayer to participate in the meeting. In addition, organisation shall ensure that the Bayer logo will be displayed during the meeting. Organisation commits to use Bayer's financial support only for costs related to speaker honoraria, speaker transport, program leaflets and invitations. To avoid ambiguity, the finance shall not be used for other costs such as; social activities, child care during the event, costs for ordinary business, internal activities or otherwise in conflict with applicable laws and regulations.

3. Finance

- 3.1.1. Bayer has committed to finance the Project with the amount of DK 18 421 (eighteen thousand and four hundred twenty one Danish Kroner).
- 3.2. 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.
- 3.3. Payment will be administrated and invoiced by *Bløderforeningen* to Bayer on the following address.

Invoice address:
Bayer A/S
c/o Invoice reception point
D-51368 Leverkusen
Germany

Reference:

4. Transparency

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- 4.1. The Parties agree that the content of this agreement can at any time be disclosed to a third party on request.
- 4.2. The parties agree that Bayer will upload the content of this Agreement on their website no later than project start and have it published until at least six months after the collaboration has ended.
- 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 Organisation 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 Organisations 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 Organisation 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 organisation 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 40567950 contact person for enquires regarding this Agreement.

Organisation has appointed *Karen Binger Holm*, kbh@bloederforeningen.dk, mobile 60 24 62 77 as a contact person for enquiries relating to this Agreement

6. Usage of Logo- intellectual property trademark etc.

The parties should not use each other's logos without a prior written consent. When acquiring such consent, the requesting Party shall state for which specific purposes and in which way the logo and name shall be used.

7. Term

The meeting takes place April 2-3 2022. Duration of the project is April 2-3 2022. This contract comes into force of *upon signature of both Parties*.

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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

Under EU legislation Bayer and its contracted partners are obliged to fulfil certain Pharmacovigilance responsibilities stated in the Good Pharmacovigilance Practice (GVP) and relevant guidelines. Therefore, the Organisation 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 (drugsafety.scand@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); 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 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.

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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.

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

COPENHAGEN 22/4-22
(Place) (Date)

ORGANISATION

Tam B. Høll
Signature

CEO KAREN BINGØR HØLL
Clarification of signature, title

Danmarks Bløderforening
Kompagnistræde 22, 2.
1208 København K
Tlf. 33 14 55 05
CVR-nr. 11 80 29 90

Cecilia Berndt Cecilia Berndt
Brand & SalesManager Hematology
Mar 23 2022 10:32 AM
(Place) (Date)
BAYER A/S

Tommy Backholm Tommy Backholm
BUH Specialty Medicine
Mar 23 2022 11:28 AM
(Place) (Date)
BAYER A/S

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