

## Sponsorship Agreement

between

Bayer A/S  
Division Bayer Pharmaceuticals  
Arne Jacobsens Allé 13; 6.,  
2300 København S  
Denmark  
CVR-nr. DK 16 08 98 18  
**("Bayer")**

and

Hjernesagen  
Blekinge Boulevard 2  
2630 Tåstrup  
Denmark  
(CVR) 17 23 29 32  
**("Organisation")**

### 1. Scope of the sponsored activity

Organisation is a private, nationwide association for people affected by a stroke and their relatives and is conducting the campaign named "Hjernen er hovedsagen". In the *following called "Activity"*. The purpose of the Activity is to change the situation that every year, approx. 12,000 people in Denmark are affected by a stroke - blood clot or bleeding in the brain. Stroke is the fourth most common cause of death in Denmark. About half of the Danes, who survive a stroke live with injuries after a stroke (cf. Dansk Råd for Genoplivning). In the campaign period 2021, the focus is on two tracks: stroke prevention and life with stroke.

Organisation seeks funding for different projects related to the abovementioned campaign. Organisation will roll out various activities during 2021, all with a focus on stroke prevention and life with stroke. The activities are described in the enclosed Appendix 1.

Bayer shall sponsor the Activity in accordance with relevant laws and regulations including, but not limited to, the "The Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professional" set out by ENLI effective from February 2015, until further notice.

## **2. Parties obligations**

- 2.1. Bayer shall sponsor development and production of printed as well as digital materials, PR-activities and other types of awareness around the campaign stroke prevention and life with stroke.
- 2.2. Organisation shall mention Bayer on the website to secure full transparency.

## **3. Finance**

- 3.1. Bayer has committed to sponsor the activity with the amount of DKK 200.000 (two hundred thousand Danish kroner). Bayer's financial sponsorship is to support costs connected to the Activity, this includes, but is not limited to, venue costs, consultancy honorarium and meals within the permitted spending cap. The sponsorship shall not be used for other costs such as; social activities, costs for ordinary business, internal activities or activities otherwise in conflict with applicable laws and regulations. Travel and accommodation must be reasonable and in accordance with applicable laws and regulations. The sponsorship is based on provided budget from the Organisation. See appendix 1 to this agreement.
- 3.2. The financial outcome shall be disclosed to Bayer no later than six months after the Activity has taken place. If Bayer's financial sponsorship generates a surplus the Organisation shall refund Bayer with the excess amount, unless otherwise agreed between the parties.
- 3.3. 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.

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

Reference: *[PO number]* (PO number will be created by local Bayer assistant and forwarded to the Organisation after the agreement has been signed by both parties)

#### **4. Transparency**

- 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. 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 *Josefine Sletten*, phone: +45 4124 2983, e-mail: [Josefine.sletten@bayer.com](mailto:Josefine.sletten@bayer.com) as contact person for enquires regarding this Agreement.
- 5.2. Organisation has appointed *Birgitte Hysse Forchhammer*, phone: +45 2374 4472, e-mail: [hysse@hjernesagen.dk](mailto:hysse@hjernesagen.dk) as a contact person for enquiries relating to this Agreement.

#### **6. Term**

This contract comes into force upon signature of both Parties and continues until both parties have fulfilled their obligations, but no later than December 31st, 2021.

#### **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,

may the non-breaching or non-defaulting Party have the right to terminate the Agreement with immediate effect.

- 7.2. If the Activity is cancelled the Organisation shall refund Bayer with the total amount of financial sponsorship. This includes any previous down payment.

## **8. 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 Organisation agrees to provide to Bayer written reports of all Adverse Events, Product Technical Complaints regarding Bayer product(s) and service(s) covered by this Agreement that come to their attention by fax (+46 8 580 224 02) or e-mail (drugsafety.scand@bayer.com) within one (1) business day from receipt of information.

All known cases of exposure during pregnancy (including paternal exposure) and breastfeeding, misuse, abuse, lack of drug effect, overdose (accidental and intentional), medication error/use error, drug dependency, suspected transmission of an infectious agent, withdrawal syndrome, drug interactions, occupational exposure, off-label use, or unexpected Product benefit with respect to the Product(s) must be reported in the same manner as an Adverse Event /Product Technical Complaint.

For the purposes of this Agreement, an "Adverse Event" shall mean any untoward medical occurrence in a patient administered the Bayer product, which does not necessarily have to have a causal relationship with this treatment. A "Product Technical Complaint" is any report (written, electronic or verbal communication) about a potential or alleged failure of the Bayer product in its quality (including the identity, durability, reliability, safety, efficacy or performance) or suspected counterfeit. The complaint may or may not represent a potential risk to the patient.

## **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, 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.

9.2. 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.

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

\_\_\_\_\_  
(Place) (Date)  
**ORGANISATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Birgitte Hysse Forchhammer, Direktør

\_\_\_\_\_  
(Place) (Date)  
**BAYER A/S**

\_\_\_\_\_  
Signature

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Vincent Hamel,  
Business Unit Manager, Scandinavia

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*Vincent Hamel*  
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(Place) (Date)  
**BAYER A/S**

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Signature

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Robert Kraft  
Brand Manager, Cardiovascular, Scandinavia

*Robert Kraft* Robert Kraft  
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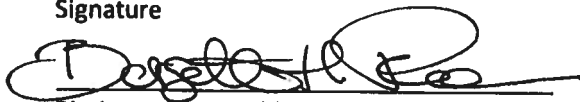
DocuSign

**Appendix 1 - application from Hjernesagen incl. description of the project and campaigns for 2021.**

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

HØDETASTRUP      14.04.2021  
(Place)                      (Date)  
**ORGANISATION**

HJERNESAGEN  
Signature  
  
Birgitte Hysse Forchhammer, Direktør

\_\_\_\_\_  
(Place)                      (Date)  
**BAYER A/S**

\_\_\_\_\_  
(Place)                      (Date)  
**BAYER A/S**

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Signature

**Robert Kraft**      Robert Kraft  
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Signature

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Vincent Hamel,  
Business Unit Manager, Scandinavia

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Robert Kraft  
Brand Manager, Cardiovascular, Scandinavia

**Appendix 1 - application from Hjernesagen incl. description of the project and campaigns for 2021.**