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 Bløderforening
Kompagnistræde 14
1208 København K
("**Organisation**")

Bayer and Organisation jointly referred to as "Parties".

Hereby the Parties agree as follows:

1. Project description

Organisation is active in the field of Heamophilia. Bayer is active in the field of haemophilia. The Parties have agreed to collaborate on a project named *"Beslutningstøtte i Bløderbehandlingen"*.

The overall aim of the project "Beslutningsstøtte i bløderbehandlingen", which the organization is participating in, is to develop a coherent digital concept for treatment of people with bleeding disorders (PBD). The concept consists of new digital tools for registration and self management, new work flows for patients and healthcare professionals and new organization of the clinical work.

The purpose of the sponsorship is to support the organization in developing and executing activities needed to establish a coherent concept for digital support in treatment of hemophilia.

The sponsorship may only be used to cover the association's own expenses by participating in the project.

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- 2017, until further notice.

2. Parties obligations

2.1. Bayer shall provide financial support to the project.

2.2. The Organizataion shall develop and execute the project including coordinating meeting with steering committee, reference group and host co-creation workshops and usability test with the users.

The Organization will invite Bayer to two seminars where the project will be discussed. Bayer can send two participants to each meeting.

3. Finance

3.1. Bayer has committed to finance the Project with the amount of DK 100.000 (one hundred thousand). Danish Kroner. Bayer's finance is to support the costs necessary for conduct of the scientific and professional parts of the Project - workshops, meetings, seminars and project support. The finance shall not be used for other costs such as; social activities, costs for ordinary business, internal activities or otherwise in conflict with applicable laws and regulations.

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 the Organizationto Bayer on the following address.

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

Reference: 4501869585

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. 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 Tue Hansen, 0045 51 17 37 94as contact person for enquires regarding this Agreement.

5.2. Organisation has appointed Karen Binger Holm, 0045 33 14 55 05 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

Duration of the project is January 2019 - October 2019.

This contract comes into force of upon signature of both Partiesand continues until April 2020.

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 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.

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.

København 17.10.2018

(Place) (Date)

ORGANISATION

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

Signature

Karen Binger Holm, Sekretariatsleder

KØBENHAVN 2018-10-15

(Place) (Date)

BAYER A/S

Tue Hansen

Head of Market Access, Advocacy & Health Policy Denmark

SOLNA 2018-10-11

(Place) (Date)

BAYER A/S

Marianne Eriksson

Head of Market Access, Advocacy & Health Policy Scandinavia