

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

Fight for Sight, Denmark
Ny Kongensgade 20
1557 København V
Denmark
(CVR) 69 83 83 16
("Organisation")

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

1. **Scope of the Collaboration:** Preliminary analysis of challenges in the governance and management of specialist eye-care ("foranalyse af speciallægeudfordringen")

Fight for Sight, Denmark is an independent, non-profit association that has worked since 1982 to fight eye diseases and blindness through research support, information and political advocacy in the field of vision.

Fight for Sight, Denmark applies for support to cover an analysis for how the regions prioritize the specialist practice and how the regions can improve the integration of local healthcare. Furthermore mapping of the management is done including the chain and framework for each regions with the overall goal for alignment between local and hospital care.

The preliminary analysis will be carried out by Mandrup Consult at Peter Mandrup Jensen and Tim Lind Jensen, Øjenforeningen, and will include a description of management chains and actors as well as a description and analysis of management instruments. The preliminary analysis, is expected to be completed by June 30 2023.

2. Parties' obligations

Bayer shall provide financial support to the Organisation and thereby contribute to covering specific parts of the Organisation's documented costs for conducting the preliminary analysis/feasibility study (see the Budget that forms an integral part of this Agreement). Organisation commits to use the financial support from Bayer only for costs for external suppliers and commits to not cover any costs for time spent by its own staff (or any other costs internal to Organisation) in connection with the Analysis. Regardless of the actual costs, Bayer's commitment to support the specified costs is limited to a maximum of 15.000 EURO (fifteen thousand Euro). Bayer shall not provide any kind of non-financial support to Organization in conjunction with the Meeting. The Organisation shall ensure that Bayer's financial contributions are clearly acknowledged and apparent from the outset of the collaboration, and that Bayer is mentioned as a providing support to cover costs related to the the preliminary analysis/feasibility study.:

The Parties acknowledge that Bayer, apart from being mentioned as a supporter of the preliminary analysis/feasibility study in the way described above, shall not receive any benefit in any form whatsoever as a return for the contribution described in Section 1.

Bayer and Organisation agree that Bayer, in its communications and materials that refer to the preliminary analysis/feasibility study, both for internal and external uses and purposes, may refer to the collaboration with the Organisation and may, in such situations, also use and display Organisation's logo. For clarity, this includes, but is not strictly limited to, the right to refer to the collaboration and to use Organisation's logo in communications made on Bayer's websites and social media channels.

Within three (3) months of the conclusion of the preliminary analysis/feasibility study, the Organisation shall provide Bayer with a report of the financial outcome. If the costs for the listed budget items turn out to be lower than the total support received from the pharmaceutical industry in relation to the preliminary analysis/feasibility study, so that a surplus is generated, Organisation shall repay any such surplus to the supporters (among them Bayer).

3. Contact Details of the Parties

The main contact of Bayer for the Project is:

Lars Lunau

Tel: +45 45 23 50 50

Mob: +45 40 56 79 50

E-mail: lars.lunau@bayer.com

The main contact person of the Organisation is:

Marijke Vittrup

Phone: 33691100

E-mail: mv@ojenforeningen.dk

4. Finance

- 4.1. Bayer has committed to support with a sum of 15.000 € (fifteen thousand Euro). If the costs for the listed budget items turn out to be lower than the total support received from the pharmaceutical industry for the purpose of conducting the preliminary analysis/feasibility study, so that any surplus is generated, Organisation shall repay any such surplus to the supporters (among them Bayer).
- 4.2. The contribution shall not be used for any other purpose than the one specifically outlined in 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 Organisation 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 support. This includes any previous down payment.

8. Miscellaneous

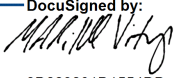
8.1 This Agreement contains the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and duly signed by the Parties. If any provision of this Agreement is or becomes invalid or unenforceable, this shall not affect the remaining provisions hereof. The Parties 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.

8.2. 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.

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

-- Next page contains signatures --

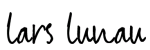
(Place) (Date)
ORGANISATION

DocuSigned by:

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Signature

Marijke Vittrup, CEO

(Place) (Date)
BAYER A/S

DocuSigned by:

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Signature

Lars Lunau, Access Lead

(Place) (Date)
BAYER A/S

DocuSigned by:

6BCB6EBAB1C6417...

Signature

André Santiago Silva, Country Manager

Budget:



Budget: Speciallægeudfordringen – en foranalyse

Alle beløb er eksklusive moms.

	Beløb
<u>Fase 1 Projektmodning (intern timepris kr. 400)</u>	
Research	18.000
Interessentaflaring bl.a. via Danske Patienter	8.000
Analysedesign	5.000
Indledende møder og indgåelse af kontrakt	4.000
<u>Fase 2 Foranalysen (jævnfør rådgiveraftale)</u>	
Litteratursøgning	25.000
Beskrivelse af styringskæden og aktører	25.000
Styringsinstrumenter	25.000
Afrapportering og intern præsentation	25.000
Øjenforeningens bidrag til analyse og rapportskrivning	20.000
<u>Fase 3 Interessevaretagelse (intern timepris kr. 400)</u>	
Møder med udvalgte politikere og centrale aktører	16.000
Intern præsentation i Danske Patienter	5.000
Foretræder for relevante udvalg	10.000
<u>Fase 4 PR og kommunikation (intern timepris kr. 400)</u>	
Artikel i Værn om Synet, ekstern journalist, layout m.m.	10.000
Pressekit og -indsats	5.000
Egne indlæg til sundhedsmedier	5.000
Budgetterede omkostninger i alt	206.000