

Contribution Agreement

Financial support to an analysis covering the patient's perspective on being in treatment for wet AMD

(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

Øjenforeningen
Company registration number (CVR) 69 83 83 16
Ny Kongensgade 20
1557 Copenhagen V
Denmark (**"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 and Purpose of the Agreement

Through this contribution agreement, Bayer commits to provide financial support to an analysis project (the "Project") with the purpose of covering the patient perspective on being in treatment for neovascular ("wet") age related macular degeneration (nAMD). The project shall, among other things, include interviewing of patients with nAMD with the purpose to gain an understanding of to what extent patients experience practical difficulties and psychological strain when they are in treatment for nAMD. The Project, called "Afdækning af patientperspektivet ved behandling af våd AMD" is to be conducted by Øjenforeningen ("Organization"), which has asked Bayer for financial support to conduct the analysis. Bayer is willing to provide financial support to cover a part of the costs for the Project.

The Parties agree to follow relevant laws and regulations in their cooperation, 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.

The Parties agree that Bayer's contribution shall only be used to cover reasonable and necessary costs for the conduct of the specific Project.

2. The parties' main obligations

Bayer commits to support the activity described in Section 1 of this Agreement with an amount of up to 15.000 Euro (fifteen thousand Euro). Bayer shall not provide any kind of non-financial support to Organization.

Organization commits not to use Bayer's financial contribution for any other purpose than specifically for the conduct of the Project. Additionally, Organization commits not to use Bayer's contribution to pay any honorarium to any healthcare professionals or to any Project participants in their roles as interviewees.

Organization shall ensure that Bayer's financial contribution is clearly acknowledged and apparent from the outset and that Bayer is mentioned as a supporting the Project in communications and materials related to the Project.

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 & economic benefits received from pharmaceutical companies. Publication must be made on the website of the patient organization within 1 month of the organization having received the respective benefit(s) and information about benefits received must remain available on the Organization's website for at least 2 years.

Organization, which has provided Bayer with preliminary information about the expected costs for the Project shall, within three months of the end of the Project, disclose the financial outcome of the project to Bayer. If the contributions that the Organization has received for the purpose of financing the Project would result in any surplus, Organization shall repay any and all such surplus to the contributors, among them Bayer. Any surplus repaid in this way, shall be repaid to the respective contributors in proportion to each contributor's share of the overall contributions made to support the Project.

Bayer and Organization agree that Bayer may refer to the collaboration with the Organization on its website (in Bayer's mandatory transparency reporting after dialog and agreement with the Organization).

The Parties acknowledge that Bayer, apart from being mentioned as a supporting the Project in the way described above, shall not receive any benefit in any form whatsoever as a return from the Organization.

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.

The Parties warrant that the collaboration under this Agreement is in no way associated with Bayer influencing the Organization's opinions on professional and political issues. The Organization is free to collaborate with other organizations and is encouraged by Bayer to seek funding for the project also from other sources.

Bayer warrants that it does not hold any position within the Organization which might cause any unethical conflicts of interest for the purposes of this Agreement.

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 Organization is:

Marijke Vittrup

Tel: +45 33 69 11 00

E-mail: kontakt@ojenforenigen.dk

4. Finance & Payments

4.1. Any payments by Bayer are subject to the receipt of a proper invoice (to be issued in the name and on the letterhead of the Organization) including reference Purchase Order number ("PO number") and meeting all applicable VAT/tax requirements. Bayer shall pay within 45 days of receipt of correct invoice.

4.2. Payment shall be administrated and invoiced by Øjenforeningen to Bayer, either via e-mail (preferred) or by post, as described below:

Invoices in PDF-format can be sent to Bayer's email platform at the e-mail address invoice.bayeras.dk@bayer.com.

To facilitate successful electronic invoicing, Organization/invoicing agent is encouraged to view the information page <https://www.bayer.com/en/procurement/emailpdf-info-page> prior to sending PDF invoices.

Alternatively, invoices can be sent via post to:

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 third parties at any time upon request.
- 5.2. Organization acknowledges and accepts that Bayer will publish a summary of the contents of this agreement on Bayer's website as soon as this agreement has been signed. The information will remain published and publicly accessible there for at least two years and until at least six months after the supported Project has ended, whichever occurs the latest.
- 5.3. Organization acknowledges and accepts that Bayer's contribution to the Project will be mentioned in a mandatory retrospective transparency report that Bayer files with ENLI once per year.
- 5.4. Organization acknowledges and accepts 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. Consequently, information about the Parties' collaboration regarding the Project will be included in the report that Bayer files with ENLI in January 2025.
- 5.5. The Organization shall, as required by applicable laws, ethical codes, and (if applicable) other regulations applicable to the Parties, on its website and/or in other appropriate places, clearly announce the collaboration and the support received from Bayer. (See also section 2 of this Agreement.)

6. Term

This contract comes into force upon signature of both Parties (Effective date) and continues until both parties have fulfilled their obligations. The Parties shall strive for completion of all obligations under this Agreement by H2 2024

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 (A) cancelled or (B) not completed the Organization shall refund Bayer with (A) the total or (B) the remaining amount of Bayer's financial contribution. This includes any previous down payment.

8. Pharmacovigilance/Adverse Event/Complaint

Organization agrees to provide Bayer's local pharmacovigilance department with written reports of all Adverse Events and Complaints regarding Bayer product(s) that come to its attention in connection with the Project. 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.

9. Miscellaneous

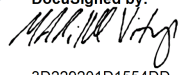
This Agreement contains the entire agreement between the Parties. Any amendments to this Agreement shall be made in writing and duly signed by the Parties. If any provision of this Agreement is or becomes invalid or unenforceable, this shall not affect the remaining provisions hereof. The Parties shall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

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.

Signatures follow on next page

(Place) (Date)

ORGANIZATION


DocuSigned by:

3D229201D1554DD...

Signature

Marijke Vittrup

(Place) (Date)

BAYER A/S

DocuSigned by:

B62B6165214D413...

Signature

Lars Lunau, Access Lead

(Place) (Date)

BAYER A/S

DocuSigned by:

6BCB6EBAB1C6417...

Signature

André Santiago Silva, Country Manager