

Sponsorship Agreement

between

Bayer AB
Box 606, 169 26 Solna
Org. nr: 556051-3870,
(**"Bayer"**)

and

Sarkomföreningen
Box 49106
100 28 Stockholm
Org. nr: 802495-9630
(**"Organization"**)

1. Scope of the sponsored activity

Sarkomdagen 2024

Organization is active in the field of oncology and is arranging Sarkomdagen 2024 ("*Activity*") with the purpose to increase awareness about sarcoma and provide insights on how to improve the care and life situation of all patients suffering from sarcoma. Organization is a non-profit organization that is party-political and religiously unaffiliated. The association supports sarcoma patients and works towards equality to treatment. Bayer shall sponsor the Activity in accordance with relevant laws and regulations including, but not limited to, the "Agreement regarding rules of cooperation concerning healthcare financed by public funding, the pharmaceutical industry, the medical technology industry and the laboratory industry" effective from 1/1-2020, until further notice and LER, "The ethical rules for the pharmaceutical industry in Sweden".

Activity: Sarkomdagen 2024

Subject: Sponsoring

Date: 2024 04 19

Place: Stockholm

Venue: Lustikulla Konferens, Liljeholmen

2. The Parties' obligations

- 2.1. Bayer shall sponsor the Activity described in provision one (1) with max 20.000 (twenty thousand Swedish kronor). Bayer's financial sponsorship shall only be used to support the costs necessary for conduct of the scientific and professional parts of the Activity. This includes, but is not limited to, venue costs, costs for external service providers and modest meals in immediate connection with the Activity.

All agreed consideration is exclusive of European or other similar Value Added Taxes (VAT, IVA), Goods and Services Taxes (GST, ITBMS, ITBIS), Sales and Services Taxes (SST), and General Sales Taxes (IGV, ISV) (collectively, "Indirect Taxes"). If any Indirect Taxes are applicable, such Indirect Taxes shall be invoiced additionally according to the applicable tax law. Such Indirect Taxes shall be paid to Organization only, if Organization is obliged to transfer such Indirect Taxes to the respective tax authorities and after receipt of a corresponding invoice. Organization shall issue correct invoices in accordance with the applicable tax law.

- 2.2. Organization commits not to use the sponsorship contribution for other costs such as; social activities, participation of accompanying persons, costs for ordinary business activities, internal activities or costs otherwise in conflict with applicable laws and regulations. Furthermore, Organization agrees and commits **not** to use any part of the sponsorship contribution to pay any honorarium to any healthcare professional practicing medicine in Denmark. The sponsorship is based on the budget provided to Bayer by the Organization. See Appendix 1 attached hereto.
- 2.3. The Organization arranging the Activity described in provision one (1) shall provide Bayer with the following deliverables as a market-based return for the sponsorship contribution: (A) the opportunity to display a roll up, which is to be exposed either at the stage or at the mingling/registration lounge, (B) display of the Bayer logo continuously during the event day on screen and in the live broadcast; (C) provide a verbal mentioning of Bayer from the stage at the opening of the event, (D) event participation (including meals) for 2 persons representing Bayer. The parties agree that the market return service provided in return for the sponsorship contribution is of a value that corresponds to the value of the sponsorship contribution, with the assessment being made on the basis of the fair market value of the return services. Organization shall disclose the financial outcome of the Activity to Bayer no later than three (3) months after the Activity has taken place. If sponsorship revenues from the pharmaceutical industry exceed the compliantly sponsorable costs and generate a surplus, the Organization shall refund the sponsors, among them Bayer, with the excess amount, unless otherwise subsequently agreed between the parties.

3. Invoicing & Payment

3.1. Payment will be administrated and invoiced by Organization itself, org.no: 802495-9630.

3.2. Any payments made by Bayer will be made upon receipt of a proper invoice (to be issued in the name and on the letterhead of the invoicing agent/Organization), including reference- Purchase Order number ("PO number"), which meets all applicable VAT/tax requirements. Bayer will pay within 45 days from receipt of the correct invoice. The reference number (PO number) will be communicated separately by Bayer.

3.3. Invoicing to Bayer shall be done either via e-mail (preferred) or by post, as described below:

Invoices in PDF-format can be sent to Bayer's email PDF platform at the e-mail address invoice.bayerab.se@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 AB
c/o Invoice reception point
D-51368 Leverkusen
Germany

Reference: PO number will be provided by local Bayer assistant separately.

4. Transparency

4.1. The Parties agree that the content of this agreement can be disclosed to a third party on request.

4.2. The Parties acknowledge that Bayer will upload a summary of the contents of this Agreement to LIF's publicly accessible database regarding collaborations between pharmaceutical companies and patient organizations/interest organizations ("Samarbetsdatabasen") before the start of the Activity. The information will remain publicly available for a period of 3 years from the date of publication.

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, that Organization is by no means obligated to prescribe, recommend or purchase any goods from Bayer.

- 4.4. If Organization would undertake or carry out assignments for authorities or expert bodies, Organization is hereby reminded that it should be transparent about having received a sponsorship contribution from Bayer, and to include information about this in relevant declarations of conflict of interests.

5. Contact

- 5.1. Bayer has appointed Nyosha Alikhani, nyosha.alikhani@bayer.com as contact person for enquires regarding this Agreement.
- 5.2. Organization has appointed Nils Linderfalk, nils.linderfalk@sarkom.se as a contact person for enquiries relating to this Agreement.

6. Term

This contract comes into force of upon full signatures of all the appointed signatories of the Parties and continues until all of the Parties' obligations have been fulfilled. The Parties shall strive to have fulfilled all of their respective obligations within 6 months of the end of the event, i.e. by 2024-10-19.

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 Organization shall refund Bayer with the total amount of the financial sponsorship. This includes any previous down payment.

8. Adverse Event/Product Technical Complaint

Organization 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 its attention in connection with the performance of services/activities defined in this Agreement. The reports shall be provided by fax (+46 8 580 22 402) 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 Event / 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.Organization

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 Sweden. The Parties agree to the exclusive jurisdiction of the Stockholm District Court as first instance.

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

(Place)

(Date)

ORGANIZATION

DocuSigned by:
Nils Linderfalk
B5362B78D86341C...

Nils Linderfalk, styrelseledamot och kassör i Sarkomföreningen
samt ordförande i Sarkomföreningens forskningsfond

(Place)

(Date)

BAYER AB

DocuSigned by:
Nyosha Alikhani
60F64B70E394F5...

Nyosha Alikhani,
Medical Advisor Oncology

(Place)

(Date)

BAYER AB

DocuSigned by:
Carina Bajer
B90A1B0D690D4BE...

Carina Bajer
Business Support Specialist

Appendix 1 (Budget):

Intäkter:	Antal	Pris (sek)	Totalt (sek)
Deltagaravgift	45	300	13500
Egen finansiering/ sponsring			177630
Summa			191130
Utgifter:	Antal	Pris (sek)	Totalt (sek)
Lokal	1	29000	29000
Inspelning/ teknik	1	43250	43250
Moderator	1	20000	20000
Lunch	30	260	7800
Eftermiddagsfika	120	110	13200
Middag	120	649	77880
Summa			191130