

## **Support Agreement regarding updating of website & patient handbook ("Agreement")**

between

Bayer A/S  
Division Bayer Healthcare Pharmaceuticals  
Arne Jacobsens Allé 13; 7.  
2300 København S  
Denmark  
CVR-nr. DK 16 08 98 18  
**("Bayer")**

and

Patientforeningen Lungekræft (Lung Cancer Patient Association (LCPA))  
Nørretorv 30, 2 sal  
4100 Ringsted  
Denmark  
(CVR) DK 33 84 80 72  
**("Association")**

Bayer and Association may below each be referred to as Party and together as Parties.

### **1. Scope of the Collaboration**

Association has applied for funding from Bayer for the purpose of being able to update its website and its informational material ("patient handbook"), so as to be able to provide to relevant and supportive information in practical and convenient formats to those who affected by lung cancer – either as patients themselves, or as relatives/caregivers/next of kin. The project of updating the information is hereinafter referred to as the "Project".

Bayer wishes to support the Project by making a donation that is to be used for the purpose. The donation is specifically intended to provide financial support to Association to cover an update of their website and patient handbook, and the Parties agree that Bayer's contribution shall only be used to cover documented costs specifically described for this project, as described in the project budget, attached hereto as Appendix 1. The budget provided by Association forms an integral part of the agreement between the Parties.

Bayer, being a member of the Danish pharmaceutical industry association and having submitted itself to the control by ENLI (Etisk nævn før Lægemedelindustrien), is committed to adhere to ENLI's "Patientforeningskodeks". The Parties acknowledge that any support provided by Bayer under this Agreement must be used only permitted under this codex and under other applicable laws and regulations.

## **2. The Parties' obligations & compliance with applicable laws and regulations**

Bayer shall support the Project with a financial contribution of 30,000 DKK (thirty thousand Danish krone). Bayer shall not provide any kind of non-financial support in connection with the project.

Association shall ensure that Bayer's financial contributions are clearly acknowledged and apparent from the outset, and that Bayer is mentioned as supporting the Project in relevant communications and materials related to the Project.

Association declares and represents that the contribution from Bayer shall be used in strict accordance with the terms of this Agreement (hereunder the budget provided in Appendix 1), and with applicable laws and regulations, including also relevant industry codes of practice, such as ENLI's Reklamekodeks, to which either Party is subject.

Association acknowledges that total sum of support obtained by Association from pharmaceutical industry partners in connection with the Project must not exceed the sum of compliantly supportable costs for the specific project. Association represents and warrants that any surplus (if applicable) shall be returned to the contributors. (I.e. if the support received from the pharmaceutical industry in connection with the project exceeds the compliantly sponsorable, documented project costs.)

In order to enable Bayer to demonstrate that the contribution from Bayer is used in a compliant way, Association shall, within 3 months of the end of the work on updating the website and material(s), provide Bayer with a notice describing Association's financial outcome(s) in connection with the Project. Association grants Bayer the right to evaluate the compliance of Association by assessment (online, paper questionnaire, etc.) and/or by review of Association's accounting records, insofar as these relate to the Project in any way.

## **3. Transparency and non-inducement**

3.1. The Parties agree that the contents of this agreement can be disclosed to a third party upon request.

3.2. 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, that the Association 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. The Parties acknowledge that Bayer, apart from being mentioned as supporting the Project in the way(s) described above, shall not receive any benefit in any form whatsoever in return from the Association.

- 3.3. The Association shall, as required by local law, applicable ethical codes and/or other regulations, on its website and/or in other appropriate places, clearly announce the collaboration and the support received from Bayer.
- 3.4. Association is aware that Bayer will publish a summary of the contents of this agreement on its website and that Bayer's contribution to Association will also be mentioned in a retrospective report that Bayer files with ENLI once per year. Information about the collaboration will thus also be made publicly available on the websites of Bayer and ENLI.

#### **4. Contact Details of the Parties**

The main contact of Bayer for the Project is:

Lars Lunau

Mob: +45 40 56 79 50

E-mail: lars.lunau@bayer.com

The main contact person of the Association is:

Lisbeth Søbæk Hansen

Tel: +45 40 16 23 35

E-mail: info@lungekraeft.com

#### **5. Finance**

Payment will be made as soon as possible after the signing of the contract to the following account:

Account Holder: Lungekræftforeningen

Financial Institution: Dragsholm Sparekasse

IBAN or account no.: DK4205370000472999

Purpose: Donation for update of website and patient booklet.

#### **6. Term**

This contract comes into force upon signature by all designated signatories of each of the Parties (Effective date) and continues until both parties have fulfilled their obligations. The Parties agree to strive to complete all of their respective obligations within 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 Project is cancelled or not completed within the three years referred to in point 6 above, the Association shall refund Bayer with the total or the remaining contribution amount, respectively.

## 8. **Pharmacovigilance/Adverse Event/Complaint**

Association agrees to provide Bayer's pharmacovigilance department with written reports of all Adverse Events and Complaints regarding Bayer product(s) that comes to its attention in connection with the performance of this Agreement. The reports shall be provided by fax (+49-30-468-994441) or e-mail ([PV.CaseProcessing@bayer.com](mailto:PV.CaseProcessing@bayer.com)) within 1 Business Day from the receipt of such information. Alternatively, the contact form or contact data available on the website <https://www.bayer.com/en/report-a-side-effect.aspx> can be used to report Adverse Events and Complaints.

All known cases of exposure via mother / father (exposure during conception, pregnancy, childbirth and breastfeeding); medication error; misuse; off-label use; abuse; addiction / dependence; product use issue / intentional product use issue; lack of drug effect / lack of effect; overdose (accidental and intentional); suspected transmission of an infectious agent; drug interactions; withdrawal syndrome; occupational exposure or 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**

- 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, 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.

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 the court of first instance. For any matter out of scope of the jurisdiction of Copenhagen Maritime and Commercial Court, the parties agree to the exclusive jurisdiction of Copenhagen District Court as the alternative court of first instance.

9.3 The Agreement shall be signed electronically.

*- - Next page contains signatures - -*

11/6/2025

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(Place) (Date)  
**Patientforeningen Lungekræft**

Signed by:

*Lisbeth Søbæk Hansen*

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lisbeth Søbæk Hansen, LCPA

11/5/2025

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

Signed by:

*Lars Lunau*

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Signature

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Lars Lunau, Access Lead Denmark

11/4/2025

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

Signed by:

*Helle Vilstrup*

E234329134EE447...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Helle Vilstrup, Business Support Specialist

# Appendix 1

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<b>Opdatering af hjemmeside</b>	<b>53.900,00</b>
Kortlægning af nuværende struktur og identifikation af overflødige/forældede sider/faner/informationer/film m.m.	9.300,00
Tekstrevison, herunder fjernelse af forældet indhold og gennemskrivning af relevante sider	17.500,00
Strukturændringer, herunder sammenlægning af faner og underfaner	12.000,00
Implementering af ændringer, herunder upload og test af ny indholdsstruktur (Brand Monkey)	15.100,00
<b>Opdatering af patienthåndbog (fysisk version)</b>	<b>26.300,00</b>
Indholdsrevision, herunder gennemgang af eksisterende indhold og fjernelse af tidsaktuelle oplysninger	11.700,00
Opdatering af design og layout (Brand Monkey)	14.600,00
<b>Kvalitetssikring og løbende justering</b>	<b>12.100,00</b>
Kvalitetssikring og løbende justeringer, herunder koordinering med patientforening og eventuel IT-support, opsamling og implementering af feedback samt gennemgang af den nye hjemmeside og håndbog	12.100,00
<b>I alt ekskl. moms, DKK</b>	<b>92.300,00</b>
25% Moms af 92.300,00	23.075,00
<b>I alt inkl. moms, DKK</b>	<b>115.375,00</b>