Collaboration Agreement Patient Organisation

between

Bayer A/S
CVR 16 08 98 18
Arne Jacobsens Allé 13, 6.
2300 København S
Denmark
("**Bayer**")

and

Prostatakræftforeningen PROPA
Jernbanegade 23 B
4000 Roskilde
("**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 prostate cancer. Bayer is active in the field of prostate cancer. The Parties have agreed to collaborate on a project named"Særtillæg til PROPA NYT".

The parties will develop and distribute a special issue of the patient organization member magazine to be distributed to the members in December 2017.

The purpose of the collaboration project is to support patients in making informed choices regarding lifestyle, food and activity. The purpose is also to increase awareness of symptoms on advanced prostate cancer and skeletal metastasis among patients with prostate cancer. The project includes tools that supports patients in having an informed dialoge with healthcare professionals.

The Parties have appointed Molecule Agency as partner 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 agency and provide scientific advice to the project.

2.2. The Organisation shall distribute the special issue of the magazine to the members and act as lead contact to the Agency.

3. Finance

3.1. Bayer has committed to finance the Project with the amount of DK 72.400 Danish Kroner).Bayer's finance is to support the Agency and the costs necessary for conduct of the scientific and professional parts of the Project as described under Section one (1) "Project description". 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. The Organisation has committed to support the project with review of content, input to text and ongoing dialogue with agency.

3.3. Payment will be administrated and invoiced by Molecule Agency to Bayer on the following address.

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

Reference: 4501618468.

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, + 45 51 17 37 94, tue.hansen@bayer.com as contact person for enquires regarding this Agreement.

5.2. Organisation has appointed Axel Petersen, axp@propa.dk, as 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 fra October 1 2017 to December 31 2017.

This contract comes into force of upon signature of both Parties and continues until the special issue of "PROPA NYT" has been distributed to the members.

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.

(Place) (Date)
ORGANISATION 15/9-2017

Axel Petersen

Chairman

Copenhagen 14/9 2017
BAYER A/S

Tue Hansen
Head of Access, Advocacy & Health Policy

Copenhagen 14/9 2017
BAYER A/S

Ralf Ackermann
Medical director