

Prostatakræftforeningen PROPA
Jernbanegade 23 B
DK-4000 Roskilde

Att.: Jens Ingwersen

AMGEN AB
Branch Office in Denmark
Strandvejen 70, 2
DK-2900 Hellerup
Tlf.: +45 3961 7500
Fax: +45 3961 7506
CVR NR: 30833880

6. november 2014

Dear Jens

Re: Support for DVD Prostat Cancer

I am writing this letter ("Letter Agreement") to memorialize the terms upon which Amgen Denmark ("Amgen") wishes to sponsor the DVD Prostat Cancer to be carried out from ultimo 2014 to primo 2015 ("Project"). Amgen will make the financial support to PROPA (hereafter "Recipient"). Recipient is a patientorganisation

Amgen and Recipient may be referred to individually as a "Party" and collectively as the "Parties".

1. Amgen's Obligations.

Supported Activity. Amgen will support the Project with a financial contribution of DKK.50.000 (the "Sponsorship") as described in Annex 1 to this Agreement (the "Supported Activity"). Recipient shall invoice Amgen promptly after signing of this Letter Agreement and Amgen shall pay any and all undisputed invoices within sixty (60) days following the date of the invoice to the following bank account:

Nordea Bank: Bank Key; 2000, Account; 5906609357

2. Recipient's Obligations.

- (a) Recipients services. In consideration for Amgen's sponsoring as set out in section 1 of this Letter Agreement, Recipient shall provide services as stipulated in Annex 1 of this Letter Agreement.
- (b) Restrictions on Use. Recipient will use the sponsoring solely for the Supported Activity. No part of the contribution may be paid, granted or distributed to any other organization or individual, other than to pay reasonable compensation for items and services provided to Recipient in connection with the Supported Activity. Except for applicable VAT, the Recipient will be solely responsible for the payment of any other taxes, fees and levies imposed by any authority over any amounts received by Recipient under this Letter Agreement.

- (c) Use of logos. Recipient ensures that the Sponsorship is appropriately disclosed in order to comply with transparency reporting requirements. Except as provided in this Letter Agreement, Recipient undertakes not to use Amgen's name nor any trademark or other distinctive signs belonging to the Amgen group in any statements or public announcements without Amgen's prior written consent. Amgen shall have the right to use, copy and publish the name, trademark, or logo of the Recipient in order to comply with transparency reporting requirements to which it may be subject.
- (d) Records. Recipient will maintain records of receipts and expenditures related to the Sponsorship and the Supported Activity and as required by any applicable laws. Recipient's records required under this section must be adequate to determine whether Recipient used the Sponsorship in compliance with this Letter Agreement. Recipient will make such records available to Amgen at such times that Amgen may request in its reasonable discretion during the term of this Letter Agreement and for five (5) years after the date of this Letter Agreement.
- (e) Compliance. The Supported Activity will be conducted in accordance with the EFPIA Code of Practice on the promotion of prescription only medicines to, and interactions with, healthcare professionals and applicable local law, regulations and code of conducts. Recipient and Amgen acknowledge and agree that this Letter Agreement is not intended, directly or indirectly, to compensate Recipient and/or its employees for purchasing, ordering, prescribing, using or recommending Amgen's products or services, and neither Recipient nor its employees are required to purchase, use, prescribe, order, recommend, promote or advertise Amgen's products or services as a condition of this Letter Agreement. Recipient will, and will cause its employees, other agents and contractors to conduct the Supported Activity and use the Sponsorship in accordance with all local laws applicable to Recipient.
3. Termination. Amgen may terminate this Letter Agreement immediately upon written notice to Recipient of a material breach of this Letter Agreement by Recipient or any Recipient personnel which is not cured to the reasonable satisfaction of Amgen within thirty (30) days of Recipient's receipt of a notice describing the breach.
4. Anti-Corruption Representation and Warranty. Recipient represents, warrants and covenants, as of the date of this Letter Agreement to and through the expiration or termination of this Letter Agreement, (1) that Recipient, and, to the best of its knowledge, Recipient's owners, directors, officers, employees, or any agent, representative, subcontractor or other third party acting for or on Recipient's behalf (collectively, "Representatives"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining business or any improper advantage in connection with this Letter Agreement, or that would otherwise violate any applicable laws, rules and regulations concerning or relating to public or commercial bribery or corruption ("Anti-Corruption Laws"), (2) that Recipient's books, accounts, records and invoices related to this Letter Agreement or related to any work conducted for or on behalf of Amgen are and will be complete and accurate

and (3) that Amgen may terminate this Letter Agreement (a) if Recipient or Recipient's Representatives fails to comply with the Anti-Corruption Laws or with this provision, or (b) if Amgen has a good faith belief that Recipient or Recipient Representatives has violated, intends to violate, or has caused a violation of the Anti-Corruption Laws. If Amgen requires that Recipient completes a compliance certification, Amgen may also terminate this Letter Agreement if Recipient (1) fails to complete a compliance certification, (2) fails to complete it truthfully and accurately, or (3) fails to comply with the terms of that certification.

5. Entire Agreement; Amendment; Waiver. This Letter Agreement, including any exhibits, is the entire agreement between Amgen and Recipient regarding the subject matter hereof. Should any additional terms and conditions that may be included or attached to this Letter Agreement, including but not limited to any of Recipient's standard contract terms and conditions, conflict with this Letter Agreement, the terms of this Letter Agreement shall prevail. This Letter Agreement supersedes all prior or contemporaneous discussions, representations, correspondence, and agreements, oral or written, between the Parties with respect to the subject matter hereof. Any amendments or modifications to this Letter Agreement must be in writing and signed by both Parties. None of the provisions of this Letter Agreement shall be considered waived by either Party except when such waiver is given in writing.
6. Governing Law. This Letter Agreement will be governed by Danish law and the Parties submit to the exclusive jurisdiction of the competent Courts of Denmark.

Privacy Statement and Financial Disclosure Obligations

The administration and management of this Letter Agreement may include Amgen's collection and processing of Recipient's information. Personal information includes non-sensitive information such as, but not limited to, Recipient's name, contact details, field of expertise, banking details (if required to make a payment) and the content of this Letter Agreement. This information may be transferred to a third party for processing and/or processed and securely stored in countries outside of that in which it was collected, such as the United States or other non-EU/EEA countries. Regardless of the country where Recipient's personal information is either collected or processed, Amgen will make reasonable efforts, in line with industry standards, to safeguard Recipient's privacy. For example, transfers to Amgen Inc., based in the United States, are made under the EU-US Safe Harbor framework. Recipient may access, correct or request deletion of Recipient's personal information, subject to certain restrictions imposed by law, by contacting Amgen by email at privacyoffice@amgen.com.

Notwithstanding anything to the contrary in this Letter Agreement, Recipient acknowledges and agrees that, to the extent required or necessary to comply with applicable laws and codes of practice on financial disclosure obligations, Amgen or the appropriate Amgen group member shall have the right to publicly disclose information regarding this Letter Agreement and that information may include without limitation the following: (i) amounts, dates, and description of payments made to, or other transfers of value to, Recipient; (ii) Recipient's name, professional address; and (iii) a description of the Services to be, or actually, provided hereunder.

Please be aware that if Recipient does not consent to the disclosure of personal information as set forth in this provision, Amgen will be unable to make any transfer of value to Recipient.

As part of Amgen's on-going commitment to the support of medical education and high quality patient care we appreciate the opportunity to help you accomplish the Supported Activity. If the terms of the Letter Agreement are acceptable, please indicate your acceptance by signing two copies of it, faxing a copy immediately and returning one original to Amgen by post. If I can be of any assistance to you, please do not hesitate to contact me at the above address.

Yours sincerely,

Amgen Denmark


 06.11.2014

Anders N. Nielsen
Business Unit Manager

Acknowledgement and Agreement:

I/We have read this Letter Agreement and agree to be bound by its terms and conditions, including the disclosure of my/our personal information in order to comply with applicable laws and codes of practice on financial disclosure obligations.

By:


Signature


Title


Date

Annex 1**DVD Prostat Cancer**

PROPA is requesting support for the production of prostat cancer DVD. On an annual basis PROPA supply 3000 to 3500 DVD's. The current DVD is not up to date - especially the section on locally advanced metastatic PCa is outdated and not ajour with the new drugs.

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