

Landsformand, K.B. Madsen
PROPA, Prostatakræftforeningen
Jernbanegade 23B
4000 Roskilde

23 January 2015

Dear Landsformand, K.B. Madsen

Re: Production of PROPA DVD regarding prostate cancer

We are pleased to collaborate with you in this activity.

The Danish code of practice (the "Code") requires pharmaceutical companies interacting with patient organisations in order to support their activities to have in place a written agreement stating what has been agreed, including details of any funding provided, for every significant activity or on-going relationship between the two.

In order to comply with this requirement, we set out below a letter agreement between, Astellas Pharma a/s (the "Company") and PROPA, Prostatakræftforeningen ("you"), together referred to as the "Parties".

1. NATURE OF COLLABORATION

- 1.1 The Company agrees to provide financial support to you by way of grant of DKK 50.000 to support production of DVD regarding prostate cancer according to the prospectus for the period from [23/01/2015] to [30/11/2015] (the "Support") and on the terms and conditions set out below.
- 1.2 For the avoidance of doubt, the objective of this activity is to give patients suffering from prostate cancer, information about prostate cancer, treatment of prostate cancer, and the side effects of the treatment.
- 1.3 The role of the Company in this activity is supporting the production of the DVD financially. Your role in this activity is producing the DVD.
- 1.4 The collaboration is deemed to commence on the date of this letter. It is estimated that the collaboration will be completed by autumn 2015 in accordance with the timeline set out in the Annex to this letter.

2. DELIVERY OF SUPPORT

- 2.1 The Support shall be delivered in accordance with clause 2.2.
- 2.2 You will receive the financial support no later than 30 days after submission of data through our web based application (Astellas FAS).

Your log in details to Astellas FAS will be e-mailed to you. In Astellas FAS you must select the option to claim the financial support by enclosing an invoice.

- 2.3 You will submit your invoices in a timely manner.
- 2.4 You agree that you will be solely responsible for the payment of all taxes and any other charges or deductions related to the Support.

3. REPRESENTATIONS AND OBLIGATIONS

- 3.1 The Parties warrant that this collaboration complies with all applicable laws and industry codes of practice as they may be amended or re-enacted from time to time. You also agree to examine the documents or activities resulting from this collaboration in accordance with your internal procedures.
- 3.2 The Company will certify this letter agreement as compliant with the Code and relevant laws and, where appropriate, will certify as so compliant, the documents or activities resulting from the collaboration.
- 3.3 You agree that the scope of the Support to be provided is clear and you accept that nothing relating to this letter agreement is to be taken as implying that the Company expects you to recommend or promote the prescription, administration or sale of any product of the Company and you confirm that it is your understanding that the Support does not constitute such an inducement.
- 3.4 The Company does not require that it be the sole funder of your organisation nor of any of your major programmes. The Company will not make public use of your logo or proprietary material without your prior written consent. The Company does not seek to influence the text of your publications or other materials in a manner favourable to its own interests.
- 3.5 The Company's corporate logo is a registered trade mark of Astellas Pharma Inc. and/or its related entities. The logo should be used in a format as provided by the Company and this format should not be deviated from. Except for the limited right to use the Company's trademarks as expressly permitted under this letter agreement, no other rights of any kind are granted hereunder.
- 3.6 The Parties agree that the Support will be clearly and prominently acknowledged in any publication, material or activity resulting from the Support.
- 3.7 You agree to provide the Company with all reasonable assistance in the event that the Company requests evidence relating to the Support and its use for the purpose described in this letter agreement.
- 3.8 You agree that the Support will not be made available for the personal use/benefit of your employees.
- 3.9 You represent that as of the date of this letter agreement you are not under investigation by any regulatory authority or professional body and have not been disciplined or disqualified by any regulatory authority or professional body.
- 3.10 The Parties agree that the Company will disclose the monetary value of financial support and of invoiced costs and/or significant indirect/non-financial support provided to the named patient organisation. For significant non-financial support that cannot be assigned a meaningful monetary value, the published information must describe clearly the non-monetary value that the patient organisation received.
- 3.11 The Parties acknowledge that the Company or its affiliated companies may be required by applicable law and/or Code of Practice to make publicly available, including the requirement to disclose to the relevant regulatory authority and/or enforcement body, details of certain transfers of value made to you or for your benefit in relation to this agreement (including, without limitation, the name of the patient organisation, a description of the nature of the Support provided and the amount and/or value of the transfer made to you under this agreement) and you consent to such disclosure. This disclosure will be made via the Company's website or via any other method that the Company sees fit.

4. DATA PROTECTION

- 4.1 The Parties shall comply with all data protection and privacy laws and regulations, including without limitation, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive)

Regulations 2003 and all other applicable legislation, regulations and guidance implemented pursuant to EC Directives 95/46/EC and 2002/58/EC.

- 4.2 In the course of this letter agreement and the provision of Support, the Company may be provided with personal data (including your name, as a representative of the patient organisation and other details under this agreement) and you consent to such personal data being shared and processed by (i) the Company and its affiliated companies (ii) third parties the Company engages as service providers who may be located outside of the European Union/European Economic Area; and (iii) the relevant regulatory authority and/or enforcement body.

5. GENERAL

- 5.1 Subject to Clauses 3 and 4 above, which shall survive the expiration of this letter agreement, this letter agreement shall commence from the date of this letter and shall terminate immediately following the provision of Support.
- 5.2 This letter agreement constitutes the entire agreement between the Parties. The validity, construction and performance of this agreement shall be governed by the laws of Denmark and shall be subject to the exclusive jurisdiction of the Danish courts. Nothing in this agreement shall be deemed to create a relationship of partnership or employment, or agency or joint venture between you and the Company.

6. SIGNATURE

- 6.1 By signing below, you agree that this letter agreement is a complete and accurate statement of the nature and terms of the Support and that you have full authority and right to enter into this letter agreement.
- 6.2 Please sign the acknowledgment at the foot of this letter agreement and return it to Mette Nymann, Sales Coordinator at Astellas Pharma a/s.

We are very pleased to have the opportunity to collaborate in this activity and look forward to working with you.

Acknowledged and confirmed:

Signed on behalf of Astellas Pharma a/s by:


Ákos Kókai-Nagy, Country Manager

23 January 2015

Signed on behalf of PROPA, Prostatakræftforeningen:


K.B. Madsen, Landsformand

10-02-2015
Date: