

**Patient Organisation Support Agreement**

**between**

Astellas Pharma a/s (the "Company")  
Kajakvej 2  
2770 Kastrup

**and**

Prostatakræftforeningen PROPA (the "Organisation")  
Jernbanegade 23 B  
4000 Roskilde

(the Company and the Organisation each a "Party" and jointly the "Parties")

**11/07/2013**

**Nordic Patient Survey on quality of life among men with prostate cancer**

This Patient Organisation Support Agreement (the "Agreement") describes the terms and conditions by which the Company and the Organisation have agreed to co-operate regarding a Nordic Patient Survey on Prostate Cancer (the "Survey").

It is noted that this Agreement intends primarily to describe the terms and conditions for the part of the Survey relating to Denmark. It is the company's intention to enter into identical agreements with the corresponding local patient organisations in Sweden, Norway and Finland.

**Conduct, Support and conditions**

The Company cooperates with a third party, communication agency - Kompas Kommunikation - (the "Agency") and has assigned the Agency to prepare and produce a Survey questionnaire and to conduct the Survey including to process the data gathered.

The Company undertakes to pay all fees to the Agency for these activities (the "Support") and hence the Organisation will not have any expenses relating to the preparation and conduct of the Survey. In accordance with the Formal Description of Nordic Patient Survey on Prostate Cancer 2013-2014 (attached), the Company will pay € 4,000 excl. VAT to the Agency to conduct the Survey in Denmark, € 4,000 excl. VAT to conduct the Survey in Sweden, €4,000 excl. VAT to conduct the Survey in Finland and € 4,000 excl. VAT to conduct the Survey in Norway. (The € 16,000 covers the costs for conducting the survey in cooperation with the Nordic patient organizations and experts, programming the survey and distributing the online as well as the printed version). The Organisation will not receive any payments from the Company relating to the Survey.

It is estimated that the Survey will be completed by 31.01.2014 but with the possibility of continuation if necessary.

#### Representations and obligations

The Company and the Organisation declare in signing this Agreement that the Organisation shall be free to collaborate with several pharmaceutical companies and that the Company shall be free to collaborate with one or more organisations.

The Company and the Organisation further state that their relations shall not involve exclusive rights with respect to specific product or therapeutic areas. The Company agrees in signing this Agreement not to impose conditions for the Organisation's professional or stakeholder-policy viewpoints.

The Company agrees in signing this Agreement that it has no executive duties in the Organisation that have any significance for the present Agreement.

The Company and the Organisation confirm that the sum awarded does not exceed the true costs of the activity and that the scope of the Support is clear. The Organisation agrees that the scope of the Support to be provided is clear and the Organisation accepts that nothing relating to this Agreement is to be taken as implying that the Company expects the Organisation to recommend or promote the prescription, administration or sale of any product of the Company and the Organisation confirms that it is the Organisation's understanding that the Support does not constitute an illegal inducement.

#### Transparency

In the interests of transparency, the Company will list the Organisation on the website <http://www.astellas.eu/patient-advocacy/> as having a collaboration regarding the Survey. The Company will also report the grant to the code of practice authority as required by local regulations.

This Agreement shall be publicly disclosed on the Company's website [www.astellas.dk](http://www.astellas.dk) until 31.06.2014 or 6 months after expiry of the Agreement if prolonged.

This Agreement shall further be publicly accessible for the same period on the Organisation's website [www.propa.dk](http://www.propa.dk).

#### Outputs and regulations

Pharmaceutical industry codes of practice and national regulations have strict requirements relating to communications on medicines including that the Company should not promote the Company's products to the public directly or indirectly. The Company may be held responsible for outputs that the Company have sponsored. The Organisation is therefore requested to send draft copies of any such outputs for the Company's review and internal approval. This is not intended to compromise the Organisation's independence but simply to ensure that the Company complies with applicable regulations.

#### Data Protection

The Company and the Organisation 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. In the course of this Agreement and the



provision of Support, the Company may be provided with statistical data and the Organisation consent to such statistical data being shared with the Company and its affiliated companies.

#### Data ownership and license rights

The Survey, including its data, is owned by the Organisation. The Organisation undertakes to inform the Agency prior to any public use of the data, in order to prevent loss of possible media hooks.

The Organisation grants the Company (with effect also after termination/expiry of this Agreement) the right to use the data from the Survey for any scientific/commercial/marketing purpose. The Company may also use the Organisation's logo or name, including the fact that the Survey has been sponsored by the Company for any scientific/commercial/marketing purpose (with effect also after termination/expiry of this Agreement).

#### Breach of Agreement

If one of the Parties is in breach of its obligations under this Agreement, the other party may terminate the Agreement with immediate effect and the latter party shall be entitled to seek other legal redress in Danish law for breach of agreement, including a claim for compensation irrespective of whether the Agreement shall have been terminated.

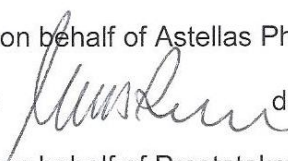
#### Governing Law & Venue

This Agreement shall be subject in every respect to Danish law. If disputes cannot be resolved by mediation, they shall be brought before the Maritime and Commercial Court in Copenhagen. If the Maritime and Commercial Court in Copenhagen refuses to hold jurisdiction, the Parties agree that the case shall be referred to the city of court of Copenhagen.

#### Signatures

Signed on behalf of Astellas Pharma Nordic by: Mats Persson, Managing Director

Signed:



date: 12/9 2013

Signed on behalf of Prostatakræftforeningen PROPA by chairman K.B. Madsen

Signed:



date: 21-9-2013