

23. februar 2017

Re: Disease Awareness Campaign, PR collaboration

In accordance with the LIF/ENLI Patient Organisation Code (the "Code"), we set out below an agreement between

- a) Astellas Pharma A/S, a company incorporated and registered in Denmark with company registration (CVR) number 10888638, whose registered office is at Kajakvej 2, 2770 Kastrup (the "Company");
- b) PROPA, a patient organisation incorporated and registered in Denmark with company registration (CVR) number 28876343, whose registered office is at Jernbanegade 238, 4000 Roskilde (the "Organisation"); and
- c) Mark & (E-mark holding2 APS), a company incorporated and registered in Denmark with company registration (CVR) number 27205283, whose registered office is at Daugløkke Ege 35, 3050 Humlebæk (the "Agency").

The Company, the Organisation and the Agency together referred to as the "Parties".

1. The Purpose of the cooperation

- 1.1. The Parties has developed a joint initiative (12 MEN) with the aim of creating awareness about prostate cancer and its consequences for both patients, relatives and the public in general (the "Disease Awareness Campaign"). This contract concerns supplement material for the campaign.
- 1.2. For the avoidance of doubt, the purpose of the Disease Awareness Campaign is not to promote particular medicinal products.

2. Roles of the Parties

- 2.1. The Parties will conduct the Disease Awareness Campaign in compliance with Danish laws and applicable industry codes, including by ensuring that the Disease Awareness Campaign is unbiased and non-promotional presentation of prostate cancer and its impact on patients and their relatives.
- 2.2. The Parties have agreed to make a supplement to the campaign consisting of different printed material. For the avoidance of doubt, the Parties agree that the Organisation is the owner of the material and that it must at all times appear in the material that the Disease Awareness Campaign is the product of a cooperation between the Organisation and the Company unless media reports the story as third party and the information is not controlled by the Parties.
- 2.3. The Organisation undertakes to promote the Disease Awareness Campaign in collaboration with the PR agency Mark & and to play an active role in conducting any other activity, which – in the Organisation's best judgement – will serve to further promote the Disease Awareness Campaign and its purpose.
- 2.4. The Organisation and the Company agree that PR shall be created by a communication Agency (the Agency) in accordance with the Organisation's and Company's instructions.
- 2.5. This agreement shall commence from 1 March 2017 and terminate at the latest by 30 June 2017.
- 2.6. The Company will cover the cost of the Agency's services pursuant to this agreement with an amount of DKK 84.050 without VAT This amount will cover costs relating to services such as logo, poster, leaflet and post cards.
- 2.7. The Organisation and the Agency agree that nothing relating to this agreement is to be taken as implying that the Company expects the Organisation or the Agency to recommend or promote the prescription, administration or sale of any product of the Company.
- 2.8. The Company does not require that it be the sole funder of the Organisation or the Disease Awareness Campaign. The Company does not seek to influence the text of the Organisation's publications or other materials in a manner favourable to its own interests.
- 2.9. The Company's corporate logo is a registered trade mark of Astellas Pharma Inc. and/or its related entities. If to be used, the logo may only 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 by Company, no other rights of any kind are granted hereunder.
- 2.10. The Parties agree that in accordance with the Code, the Company will make this agreement available on its website for a period of time up to 6 months after the termination of the Disease Awareness Campaign, and that Company will furnish copies of this agreement to third parties upon request.

3. Data protection

- 3.1. The Parties shall comply with all data protection and privacy laws and regulations, including without limitation, the Danish Personal Data Act.
- 3.2. In the course of the Disease Awareness Campaign, the Company may be provided with personal data (including your name, as a representative of the Organisation or Agency and other details under this agreement), which may be processed by the Company, its affiliated companies, and third parties engaged as service providers by the Company, given that such processing is

necessary to fulfill this agreement and for the purposes of the legitimate interests pursued by the Company.

4. General

- 4.1. Subject to Clauses 2 and 3 above, which shall survive the expiration of this agreement, this agreement shall commence from the date that this agreement is signed by the Parties and shall terminate immediately following the termination of the Disease Awareness Campaign.
- 4.2. This 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.
- 4.3. Nothing in this agreement shall be deemed to create a relationship of partnership or employment, or agency or joint venture between the Parties.

5. SIGNATURE

- 5.1. By signing below, you agree that this agreement is a complete and accurate statement of the nature and terms of the cooperation, and that you have full authority and right to enter into this agreement.

Acknowledged and confirmed:

Date:

24.2.2017



Signed on behalf of Astellas Pharma.
Medical Director, Ove Schebye

Date:

2.03.2017



Signed on behalf of PROPA.
Chairman, Axel Petersen

Date:

24.04.2017

Signed on behalf of Mark &
Owner, Thomas Mark

