

PATIENT ADVOCACY GROUP – SUPPORT AGREEMENT

THIS AGREEMENT IS MADE THIS April 2015

BETWEEN

- (1) Bristol-Myers Squibb [VAT 20315407] of Hummeltoftevej 49, 2830 Virum. Denmark (**BMS**).
- (2) Patientforeningen Lyle (VAT 31306833) of Banetoften 26, 4700 Næstved (**Organization**)

WHEREAS

BMS has agreed to provide the support to Organization and Organization has agreed to accept the support of BMS to further the Project described in Appendix 1 (**Project**) in accordance with the terms of this agreement.

IN CONSIDERATION OF THE SUPPORT BY BMS TO ORGANIZATION, IT IS NOW AGREED AS FOLLOWS

- 1. Interpretation**
 - 1.1. The headings to this agreement shall not affect the interpretation of this agreement.
 - 1.2. In this agreement unless the context requires otherwise:
 - (a) any reference to the parties or a recital or clause is to be the parties or relevant recital or clause to this agreement;
 - (b) use of the singular includes the plural and vice versa;
 - (c) references to a person include the person's permitted successors and assigns;
 - (d) references to a statute, order, regulation, statutory provision, subordinate legislation or other similar instrument shall be construed as referring to that legislation as amended or repealed and re-enacted from time to time; and
 - (e) references to any gender includes the other gender.
 - 1.3. The recitals form part of agreement and shall have effect as if set out in full in the body of this agreement, and any references to this agreement includes the recitals.
- 2. Financial Support**
 - 2.1. Upon request of the Organization, BMS agrees to provide direct financial support set out in the sum of up to a total of 36.000 DKK to Organization for the purpose of supporting the Project.
 - 2.2. For the avoidance of doubt:
 - (a) the Support is provided solely towards the Project; and
 - (b) the Organization is solely responsible for determining funding sources for the Project and that BMS has not required sole sponsorship status of the Organisation or the Project;
 - (c) BMS is not liable to make any further payment in support of the Project even if the support provided proves insufficient to enable completion of the Project.
- 3. Purpose and FCPA**
 - 3.1. BMS and Organization agree that the Support is not for the purpose of promoting any product and that any discussion of BMS products that may occur in relation to the Support will be objective, balanced and scientifically rigorous.
 - 3.2. Organization will use the Support solely to support the activities specified in Appendix 1 and the Support will not be used to defray other routine operating expenses for Organization.
 - 3.3. The parties agree that the Support is:
 - (a) to provide financial support, consistent with any applicable laws and regulations;
 - (b) not contingent on the purchase, supply or recommendation of any BMS products by Organization;
 - (c) not intended to induce Organization or participants to purchase, supply or recommend BMS products ;
 - (d) not intended to promote BMS products to healthcare professionals, to the Organization, patients or to the public generally;
 - (e) not intended for personal benefit or use; and
 - (f) intended to allow Organization to supplement its activities, ultimately leading to improved patient care.
 - 3.4. Each party acknowledges and agrees that it will comply with all applicable laws, regulations and the

- LIF regulations in performing its obligations under this agreement.
- 3.5. Each party acknowledges and agrees that applicable laws, including without limitation the *Foreign Corrupt Practices Act USC dd-1 et seq* (US) (**FCPA**) prohibits bribery and among other things the direct or indirect payment of money or anything of value to any government official, political party or candidate for the purpose of improperly or unlawfully obtaining or retaining business. Organization confirms that it is not aware of any conflict of interest which would prevent it from accepting this Support (including any conflict which would breach its obligations to comply with applicable law or otherwise conflict with the requirements of the FCPA).
- 4. Organization's responsibilities**
- 4.1. Organization retains and is responsible for exercising full control over the structure and content of any activity funded by the Support, including the selection of instructors and presenters for any programs or presentations. For the avoidance of doubt:
- (a) BMS may make reasonable recommendations relating to factual inaccuracies about BMS or its products;
 - (b) The parties acknowledge and agree that BMS shall not seek to influence the text of any materials the subject of the Support in a manner favourable to any BMS' commercial interests.
- 4.2. BMS shall be entitled to the prompt return of the Support if the activity for which the Support is provided is cancelled or if such activity is not undertaken within 6 months of the date of this agreement.
- 4.3. Organization must:
- (a) ensure full and meaningful disclosure upfront and at the time of any activity funded by the Support, to the participants of BMS' funding of the activity in accordance with all applicable laws and codes including, in particular, the Code. All acknowledgements of BMS' sponsorship must accurately reflect the nature of BMS' involvement and Support;
 - (b) acknowledge, in the form required by BMS, (ie 'sponsored by Bristol-Myers Squibb' or as otherwise requested by BMS) the support of BMS on all material directly relating to the activity for which the Support was provided. All acknowledgements of BMS' sponsorship must accurately reflect the nature of BMS' involvement and Support;
- 4.4. Organization will ensure that any third parties who are involved in performing or facilitating activities funded by the Support will comply with all relevant terms of this agreement, and Organization will indemnify and hold harmless BMS from and against loss, expense, cost (including attorney's fees), liability, damage, or claim arising out of breach of this obligation.
- 5. Internal approvals**
- BMS and Organization acknowledge and confirm that they have followed their respective internal approval processes with respect to all matters in relation to the Support including the application for, review and provision of the Support.
- 6. Confidentiality**
- 6.1. Neither party shall disclose to any person any confidential information acquired by it from the other in connection with this agreement. This obligation shall not apply in respect of any information which is in the public domain other than through a breach of this agreement, or which is known to either party other than as a result of this agreement or which is supplied by a third party who has the free right to disclose such information. This clause shall not apply in circumstances where provision of information is to be disclosed where required to do so by law, the rules of any applicable stock exchange where a party's securities are listed or applicable Code, require it.
- 6.2. If BMS receives information about Organization in connection with this Agreement which:
- (a) concerns Organization's staff or procedures;
 - (b) is the identity of any patient at any of Organization or its establishments; or
 - (c) is the medical condition of or the treatment received by any patient of Organization,
- it must not disclose that information to any third party without Organization's consent.
- 7. Publicity**
- 7.1. Subject to clause 7.2, the sponsorship declaration required under this Agreement, and otherwise as may be required by applicable laws or codes of practice, a party shall not:
- (a) advertise or publicly announce the Support;
 - (b) use the other party's name, logos or trademarks;
- without the other party's prior written consent, such consent not to be unreasonably withheld.
- 7.2. BMS shall publicly disclose the Support as it considers reasonably appropriate for compliance purposes under applicable laws, regulations and industry codes and practices, which may include publication on BMS' website.
- 8. Termination**
- 8.1. Either party shall be entitled to terminate this agreement forthwith if:
- (a) a receiver is appointed over all or part of the other party's business or if a petition for the winding up the other party is presented;
 - (b) the other party does anything which brings or is reasonably likely to bring it into disrepute; or
 - (c) the other party fails to remedy a material breach of its obligations under this agreement within 30 days of written notice of the breach and the requirement to remedy it.
- 8.2. Either party may terminate this agreement by giving to the other 1 month's written notice.
- 8.3. If this agreement is terminated by BMS in accordance with clause 8.1, the Support shall become immediately repayable to BMS.
- 8.4. If this agreement is terminated by Organization in accordance with clause 8.1, the Support shall, to the

extent permitted by law, become payable to Organization within 50 days after receipt by BMS of Organization's properly rendered invoice.

9. Severability

If any provision of this agreement is or becomes illegal, void or invalid, that provision shall not affect the legality and validity of its other provisions.

10. Accrued rights and remedies

Neither the expiration nor the termination of this agreement shall prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue either to Organization or to BMS.

11. Assignment and sub-contracting

11.1. Organization can only assign the benefit of this agreement with the prior written consent of BMS.

11.2. Neither party may sub-contract in relation to their rights and obligations under this agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

12. Third party advice

This agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to the agreement.

13. Survival

All clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall

continue to have effect after the end of the agreement.

14. Variation

This agreement constitutes the sole and complete agreement between the parties with regard to the subject of this agreement and no amendment, changes, additions or modifications to or of this agreement shall be valid unless reduced to writing and signed by the parties.

15. Relationship

The parties (and their personnel) are not partners or joint venturers and are not authorised to act or represent themselves as agents of each other nor to pledge the other party's credit.

16. Execution

This agreement may be executed simultaneously in one or more counter-parts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and facsimile signatures hereon shall be deemed original signatures.

17. Governing Law

17.1. This agreement shall be governed by and construed in accordance with the laws Denmark.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

Bristol-Myers Squibb Denmark

Signature:

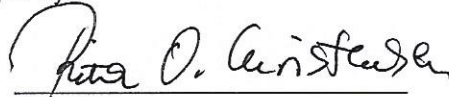


Name: Tom Garner

Title: Country Manager Denamrk

Patientforeningen Lyle

Signature:



Name: Rita O Christensen

Title: Chairman of Lyle