

Grant Agreement

between

Takeda Pharma A/S

and

**LyLe Patientforeningen for Lymfekræft, Leukæmi og MDS
Co/ Villy O Christensen, Sekretariatsleder og redaktør
Banetoften 26
4700 Næstved**

This Agreement (the "**Agreement**"), effective as of **August 21, 2017** (the "**Effective Date**") is entered into by and between **Takeda Pharma A/S**, a company incorporated in Denmark under identification number DK 16406899, having its registered offices at Dybendal Alle 10, 2630 Taastrup, Denmark (hereinafter referred to as "**Takeda**") and **LyLe Patientforening for Lymfekræft, Leukæmi og MDS** having its office at **Banetoften 26, 4700 Næstved** (hereinafter referred to as the "**Organisation**"; both Takeda and the Organisation are hereinafter referred to as "**Party**" or "**Parties**").

WITNESSETH

WHEREAS, Takeda is a manufacturer of pharmaceutical and diagnostic products focusing on research, development, manufacture, distribution, marketing and sale of pharmaceutical products;

WHEREAS, the Organisation is dedicated to **improve patient care for patients suffering from Lymphoma cancer, leukemia and MDS**

WHEREAS, Takeda wishes to provide support to the Organisation in the form of a **RESTRICTED GRANT**

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Article 1: Contribution

- 1.1 Contribution.** Takeda agrees to support the Organisation in the form of a **restricted grant** as set out in Exhibit A (the "**Contribution**").
- 1.2 Use of Contribution.** The Organisation shall use the Contribution exclusively for the purpose of the **Educational 10 year jubilee weekend for patients and families** (the "**Purpose**"). Without prejudice to the generality of the foregoing, the Organisation shall not use the Contribution for the provision of any hospitality, entertainment and/or leisure time programmes and/or subsistence to any healthcare professionals, appropriate administrative staff and/or members and appropriate staff of the Organisation unless and to the extent permitted by applicable laws, regulations, codes and guidelines (including, without limitation, the IFPMA and EFPIA codes and any corresponding, equivalent or similar applicable national codes such as – but not limited to – the Danish Ethical Rules for Promotion of Medicinal Products towards Healthcare Professionals (the "**ENLI Code**") and the Danish Ethical Rules for Collaboration between Patient Groups, etc. and the Pharmaceutical Industry (the "**Patient Association Code**")) (the "**Applicable Laws**").

Article 2: Payment

- 2.1 Terms of Payment.** Upon **October 30th 2017**, the Organisation shall submit to Takeda an invoice for the Contribution which shall be payable within forty-five (45) days upon receipt and acceptance of the duly issued invoice by Takeda. Any invoice submitted by the Organisation to Takeda must, as a minimum, include the information set out in **Exhibit B** (the "**Minimum Information for Invoices**").
- 2.2 No Other Sum Payable.** Unless otherwise expressly agreed in writing between the Parties, the Contribution shall constitute the entire sum payable by Takeda under this Agreement.

Article 3: Organisation Obligations

- 3.1 Conduct of Activities.** The Organisation shall carry out all activities in relation to which it uses the Contribution in a professional manner using all due skill, care and diligence, and in conformity with the Applicable Laws.
- 3.2 Reporting and Approval of Activities.** The Organisation shall provide Takeda with a brief report on the contemplated activities to be carried out by or on behalf of the Organisation in relation to which the Contribution is planned to be used. An activity to be carried out must be approved by Takeda. In this regard, Takeda's review and assessment of any such activity is limited solely to ensure that the activity can be carried out in accordance with the Applicable Law. The report shall be provided to Takeda by email, or in such other format and by such other method as Takeda may specify, and at a point in time where it is still possible to amend or cancel the contemplated activities, if Takeda cannot approve them.

Article 4: Representations and Warranties

The Organisation represents and warrants to Takeda that: where applicable

- 4.1 it will use the Contribution exclusively for the Purpose and in full compliance with the Applicable Laws, namely that
 - 4.1.1 the Organisation's name and the purpose of the activities to be carried out appear from the invitation to such activities, just as the invitation must state whether the event has been sponsored by Takeda and one or more pharmaceutical companies,
 - 4.1.2 the activities to be carried out are held in an appropriate venue that is conducive to the main purpose of the activities to be carried out and may only offer hospitality when such hospitality is appropriate, cf. section 13.03 of the ENLI Code,
 - 4.1.3 the activities to be carried out do not take place outside the Organisations home country, unless 1) most of the invitees are from abroad and, given the countries of origin of most of the invitees, it makes greater logistical sense to hold the event in another country, or 2) given the location of the relevant resource or expertise that is the object or subject matter of the event, it makes greater logistical sense to hold the event in another country, cf. section 13.04 of the ENLI Code,
 - 4.1.4 hospitality extended in connection with the activities to be carried out must be limited to travel, meals, accommodation and genuine registration fees, cf. section 13.05 of the ENLI Code,
 - 4.1.5 hospitality is only extended to persons who qualify as participants in their own right, cf. section 13.06 of the ENLI Code,
 - 4.1.6 all forms of hospitality offered to healthcare professionals must be reasonable in level and strictly limited to the main purpose of the activities to be carried out, and also, in terms of time, be a minor consideration to activities. The hospitality provided must not exceed what healthcare professional recipients would normally be prepared to pay for themselves, cf. section 13.07 of the ENLI Code,
 - 4.1.7 no meals (food or beverages) are offered to healthcare professionals, unless, in each case, the value of such meals does not exceed one of the following monetary thresholds: DKK 400 for lunch, DKK 700 for dinner or DKK 1,200 covering all meals at all-day activities to be carried out, cf. section 13.08 of the ENLI Code. The monetary thresholds apply to meals taken in Denmark. When providing meals in other European countries, the monetary thresholds set by the pharmaceutical associations in these countries must be complied with,
 - 4.1.8 hospitality does not include sponsoring or organizing entertainment events, cf. section 13.09 of the ENLI Code,
 - 4.1.9 venues renowned for their entertainment facilities or that are extravagant and/or luxurious are not used, cf. section 13.10 of the ENLI Code,
 - 4.1.10 funding is not offered to compensate merely for the time spent by healthcare professionals in attending the activities to be carried out, cf. section 13.11 of the ENLI Code,
 - 4.1.11 the activities to be carried out are held separately from any potential professional activities – such as exhibition stands – where pharmaceutical companies are given access to promotion and marketing of medicinal products, cf. section 19 of the ENLI Code,
- 4.2 it is legally recognized as charitable in the country in which the Contribution is executed and is legally authorized to accept financial support; and
- 4.3 the terms of this Agreement do not conflict with or violate the terms of any policies or procedures of the Organisation or any other contractual or legal obligations the Organisation may have.
- 4.4 the activities to be carried out of the Organisation in relation to which it uses the Contribution are scientific, medical, educational and information dissemination activities of the Organisation.

Article 5: Transparency

- 5.1 **Declarations by the Organisation.** The Organisation shall make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the Organisation, as Takeda may require and/or as may be required under the Applicable Laws. All declarations shall be in the form requested or approved by Takeda and must accurately reflect the nature of Takeda's relationship to the Organisation. The Organisation shall submit any such declarations to Takeda for review, and shall delay its disclosure as required in order to correct any eventual inaccuracy or incorrectness. The Organisation shall take into account any changes reasonably requested by Takeda.
- 5.2 **Declarations by Takeda.** Takeda and/or its affiliates shall be entitled to make such declarations in relation to the provision of the Contribution by Takeda, and the use of the Contribution by the

Organisation, as may be required under the Applicable Laws, and to use the name, logos or trademarks of the Organisation in relation to such declarations. Without prejudice to the generality of the foregoing, the Organisation agrees that Takeda shall be entitled to identify itself as a donor of the Organisation on websites, in literature and/or in other company material of Takeda and/or its affiliates and the Organisation acknowledges and agrees that Takeda and/or its affiliates are making publicly available the information required to be disclosed under applicable laws, including, but not limited to, information to the Organisation and the Contribution given to the Organisation by, or on behalf of, Takeda and/or its affiliates. Promptly on request, the Organisation shall provide Takeda with any further information as Takeda considers necessary to enable Takeda and/or its affiliates to make such declarations.

- 5.3 No Inducement or Influence.** The Parties acknowledge and agree that this Agreement is concluded independently from any business transactions and decisions in relation to the supply or purchase of goods or services from Takeda or its affiliates and that the provision of the Contribution shall not in any way: (i) constitute any inducement to, or reward for, recommending, prescribing, purchasing, supplying, selling, administering or taking any decisions favourable to, any products or services of Takeda or its affiliates; or (ii) have any influence on the content of any materials authored by or on behalf of the Organisation.
- 5.4 Other Donors.** Takeda has not, and the Organisation acknowledges and confirms that Takeda has not, in any way requested or required that it be the exclusive donor of the Organisation or any of its programmes or activities.
- 5.5 Relationship of the Parties.** The Parties acknowledge and agree that no joint venture, association, partnership or agency relationship is created hereby. Each Party shall be conclusively deemed independent of the other and neither Party shall have any right or authority to bind the other hereto.

Article 6: Anti-Corruption Obligations

The Organisation shall carry out all activities in relation to which it uses the Contribution in compliance with the Applicable Laws and shall not offer to make, promise, authorize or accept any payment or giving anything of value, including but not limited to bribes, either directly or indirectly to any public official, regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage or obtain or retain business. The Organisation shall notify Takeda immediately upon becoming aware of any breach of its commitments under this Article 6.

Article 7: Liability and Indemnification

- 7.1 Liability.** The Organisation shall be solely responsible and liable for all activities in relation to the use of the Contribution.
- 7.2 Indemnification.** The Organisation shall fully indemnify, defend and hold harmless Takeda, its affiliates and their respective personnel from and against any and all liability, losses, claims, actions, proceedings, injuries, demands, fees, penalties, judgments, fines, damages, costs and/or expenses (including reasonable attorneys' fees and costs) sustained or incurred by Takeda and/or its affiliates arising as a result of:
- 7.2.1** any misrepresentation or breach of this Agreement by the Organisation;
 - 7.2.2** any third party claim brought against Takeda and/ or its affiliates in relation to any activities in relation to which the Organisation uses the Contribution; and/or
 - 7.2.3** any breach of the Applicable Laws in the performance of any activities in relation to which the Organisation uses the Contribution.

Article 8: Term and Termination

- 8.1 Term.** This Agreement shall come into force on the Effective Date and shall expire upon achievement of the Purpose.

- 8.2 Termination for Breach.** Each Party may terminate this Agreement at any time for a material breach of the Agreement by the other Party by giving written notice of immediate termination to the other Party, including, without limitation, a termination pursuant to Articles 8.3 and 8.4.
- 8.3 Termination for Inappropriate Use.** If the Organisation uses the Contribution for any purpose other than the Purpose, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organisation shall return to Takeda the Contribution.
- 8.4 Termination for Lack of Completion.** In case the Sponsored Activity is not completed within a reasonable timeline, Takeda shall be entitled to immediately terminate the Agreement for material breach pursuant to Article 8.2 above. In case of such termination the Organisation shall immediately return to Takeda the portion of the Sponsorship Contribution that has not been expended, applied or committed for the purposes of the Sponsored Activities as at the date of such termination.
- 8.5 Survival.** Any provision, which by its intent or content is meant to have validity beyond expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.

8.6

Article 9: Miscellaneous

- 9.1 Business Identifiers.** Neither Party shall use the name, logos or trademarks of the other Party and/or its products or services, nor make any announcement, comment upon or originate any publicity or otherwise disclose any information relating to this Agreement to any third party except: (i) to the extent required by the Applicable Laws; (ii) with the prior written consent of the other Party; and/or (iii) as otherwise provided in this Agreement.
- 9.2 Disclosure of Agreement.** The Agreement shall be published on the websites of the Parties at the time when the Agreement is made and must be accessible for Takeda for at least six months after the termination of the Agreement and for the Organisation for at least two years from the receipt of the Contribution.
- 9.3 Independence and impartiality.** By their signatures, the Parties declare that the Organisation shall be free to corporate with and receive grants from other pharmaceutical companies, just as Takeda shall have the right to collaborate with and grant contributions to one or several organizations. Further to this, Takeda declare not to lay down conditions for the Organisation's view on professional and political issues.
- 9.4 Waiver.** Failure or delay by either Party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with regard to all matters herein and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof and the transactions contemplated hereby. The Parties acknowledge that in entering into this Agreement they do not rely on any statement, representation (excluding any fraudulent misrepresentation), warranty, course of dealing, custom or understanding except for those expressly set out in this Agreement.
- 9.6 Applicable Law and Jurisdiction.** This Agreement shall be construed in accordance with, and governed by, the laws of Denmark. The place of jurisdiction shall be the City Court of Copenhagen.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

| TAKEDA PHARMA A/S | LYLE PATIENTFORENINGEN FOR LYMFEEKRÆFT, LEUKÆMI OG MDS |
|--|---|
| Name: Ghita Astrup | Name: Villy O Christensen |
| Job Title: Managing Director | Job Title: Sekretariatsleder og redaktør |
| Signature:  | Signature:  |
| Place & Date: <u>23.08.2017</u> | Place & Date: <u>11.10.17</u> |
| Name: Malene Kelstrup | |
| Job Title: Medical Director | |
| Signature:  |  |
| Place & Date: <u>Tårnvej 22 Aug 2017</u> | |

Exhibit A

Contribution

Takeda will support the Organisation in the total amount of 25.000 DKK / twenty five thousand Danish crowns.

Exhibit B

Minimum Information for Invoices

Any invoice submitted by the Organization to Takeda must include the following:

- the Contribution to which the invoice relates;
- the date on which the invoice was issued;
- the name and address of Takeda; Takeda Pharma A/S, DYbendal Alle 10, 2630 Taastrup
- the name and e-mail address of Takeda's contact person; Malene Kelstrup
- Takeda's tax number: 16406899;
- where value added tax (which shall have the meaning described in Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax and any similar, additional tax) is properly chargeable by the Organisation, the amount of VAT and the Organisation's VAT invoice details;
- invoice name, address and name of bank, bank account number, SWIFT and IBAN to which the Contribution is payable; and
- all other information and details as may be reasonably requested by Takeda from time to time (e.g. Takeda's cost center and/or purchase order number, as given by Takeda, if applicable).