Collaboration Agreement

This Collaboration Agreement (the "**Agreement**") effective as of 17 December 2019 (the "Effective Date") is made by and between:

a) **Astellas Pharma a/s**, a company incorporated in Denmark with company registration (CVR) number 10888638, whose registered office is at Kajakvej 2, 2770 Kastrup (the "Company");

b) **PROPA (Prostatakræftforeningen)**, a patient organisation incorporated and registered in Denmark with company registration number (CVR) 28876343, whose registered office is at Jernbanegade 238, 4000 Roskilde (the "**Organisation**"); and

c) **Molecule Consultancy A/S,** a company incorporated in Denmark with company registration number (CVR) : 28515766, whose registered office is at c/o Rebel Work Space, Dampfærgevej 27-29, 5. sal, 2100 København Ø (the "**Agency**").

The Company, the Organisation and the Agency each referred to as a "**Party**" and together as the "**Parties**".

1. The Purpose of the collaboration

1.1. The Company and the Organisation will develop and launch a joint initiative with the aim of creating awareness about prostate cancer for patients, relatives and the public in general (the "**Disease Awareness Campaign**"). The purpose of this Agreement is to set out the terms for the collaboration between the Parties regarding the digital part relating to all online activities of the Disease Awareness Campaign. The Agency will prepare digital items in collaboration with the Organisation to be used as part of the Disease Awareness Campaign, including a number of cartoons.

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, regulations and applicable industry codes, including the ENLI Patient Organisation Code and will

ensure that the Disease Awareness Campaign is unbiased and non-promotional presentation of prostate cancer and its impact on patients and their relatives.

2.2. **Role of the Company**

The Company undertakes to provide funding in the amount of DKK 50.000 (the "**Funding**") to cover the cost of the Agency's services pursuant to this Agreement. The amount is exclusive of VAT. Funding will be paid by Company directly to Agency.

The Company will provide the Agency with a number of cartoon templates to be used by the Agency for inspiration and further development (the "**Basic Cartoons**").

The Company shall make the final approval of all digital campaign elements developed by the Agency.

2.3. **Role of the Agency**

The Agency shall in accordance with the Organisation's and Company's instructions develop a digital campaign package consisting of the following digital campaign elements (the "Deliverables"):

- Creation of cartoons for the Disease Awareness Campaign (the "**Cartoon Project**").
- Creation of posts for Facebook containing one or more cartoon(s) created as part of the Cartoon Project.
- Create content for the Organisations webpage (www.PROPA.dk) based on the cartoons created as part of the Cartoon Project.
- Be responsible for the approval process and conducting necessary and relevant changes and adjustments as requested by the Organisation.
- Be responsible for coordinating with the Organisation in connection with the Disease Awareness Campaign.
- Deliver files that are platform optimised for **www.PROPA.dk** and Facebook.

The Agency shall responsible for coordinating with the Organisation in connection with the Disease Awareness Campaign and for the approval process and conducting necessary and relevant changes and adjustments as requested by the Organisation.

The Agency shall ensure that all Deliverables are approved in draft in writing by the Company prior to finalisation.

2.4. **Role of the Organisation**

The Organisation shall initiate and be overall responsible for the roll out of and promotion of the Disease Awareness Campaign.

2.5. 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 or in any way to promote the interest of the Company.

2.6. The Company shall not impose any conditions for Organisation's professional or stakeholder-policy viewpoints. The Company shall not seek to influence the text of Organiations publications or other materials in a manner favourable to its own interests.

2.7. The Company does not require that it be the sole funder of the Organisation or the Disease Awareness Campaign. Organisation shall be free to collaborate with other pharmaceutical companies. The Organisation and the Company further state that their relationship does not involve exclusive rights with respect to specific products or therapeutic areas. The Company does not seek to influence the text of the Organisation's publications or other materials in a manner favorable to its own interests.

2.8. The Company shall not impose any conditions for Organisation's professional or stakeholder-policy viewpoints. This Agreement shall not be seen as explicit or implicit agreements that confer an obligation on Organization to recommend or in any other way promote the interest of the Company and the Company shall not seek to influence the text of Organisations 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.

3. Confidentiality

3.1. The Organisation and the Agency shall maintain as secret and confidential all confidential information obtained directly or indirectly from the Company in the course of or in anticipation of this Agreement. The Organisation and the Agency shall not use confidential information obtained from the Company or on behalf of the Company for any purposes other than to provide Services, and shall not disclose such Confidential Information to any third party without Company's prior written approval.

3.2. The Agency and the Organisation may disclose confidential information obtained from the Company to third parties without prior written approval by Company only to the extent the disclosure is mandatory by law or order of a court of other public body that has jurisdiction over the Agency or the Organisation. The Agency and Organisationr shall notify the Company immediately, to the extent persmissible by applicable laws, as soon as the Agency or the Organisation becomes aware of any such disclosure requirement.

4. Intellectual Property

4.1. The Organisation shall be the owner of all digital content created under this Agreement, including the cartoons, created as part of the Cartoon Project. Company shall retain full ownership of the Basic Cartoons.

4.2. The Organisation grants the Company and its affiliates a perpetual, worldwide, royalty free license to use, copy and distribute the cartoons created as part of the Cartoon Project in any format, including translation of any text in the cartoons for any purpose as deemed appropriate by the Company.

4.3. The Organisation shall ensure that it is at all times stated on its website, currently www.PROPA.dk, that the Disease Awareness Campaign is the product of a cooperation between

the Organisation and the Company. Further, "read more on www.PROPA.dk" must appear at all times in the text of any social media posts made in connection with the Campaign.

4.4. The Agency warrants that no part of the Deliverables or the use thereof will infringe, misappropriate or violate the rights, including intellectual property of any third party.

5. Use of Organisation's logo

5.1. Company may use organisation's logo and name to publicly refer to the collaboration.

6. Use of Company's logo

6.1. 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.

7. Disclosure Obligations

7.1. The Company and the Organization shall comply with any and all applicable laws, regulations, and industry codes imposing disclosure requirements for transfers of value to patient organizations, including the EFPIA Code of Practice on Relationships between the Pharmaceutical Industry and Patient Organizations and the ENLI Patient Organisation Code.

7.2. The Organisation acknowledges that the Company and/or its affiliates in accordance with the ENLI Patient Organisation Code will make publicly available information about this Agreement and the Funding on their website(s) for a period of time up to 6 months after the termination of the Disease Awareness Campaign and, as required, disclose to relevant authorities and/or enforcement bodies, details of this Agreement and Funding (including, without limitation, the name of Organization, a description of the nature of Funding).

7.3. Disclosure to the Public. If the Organization, through any of its employees or representatives, makes any public statements, or presentations or writes for publication about a matter which is the subject of this Agreement or any other issue concerning the Company's products or business operations in general, the Organization shall publicly declare that the Organization is Party to this Agreement.

8. Data protection

8.1. The Parties shall comply with all data protection and privacy laws and regulations, including without limitation, the requirements of the General Data Protection Regulation ("Databeskyttelsesforordningen") (EU) 2016/679 of 27 April 2016 and the ePrivacy Directive ("E-handelsdirektivet") 2002/58/EC as supplemented or implemented in Denmark by the Danish Data Protection Act ("Databeskyttelsesloven"), Act No. 502 of 23 May 2018 (as amended) and the Executive Order on the protection of electronic communication ("Bekendtgørelse om krav til information og samtykke ved lagring af eller adgang til oplysninger i slutbrugeres terminaludstyr") ("Cookiebekendtgørelsen"), No. 1148 of December 12 2011 and any other rules or regulations relating to data protection in Denmark.

8.2. In the course of the Agreement and the collaboration on connection with the Disease Awareness Campaign, the Company may be provided with personal data (including your name, as a representative of the Organisation or the Agency and other details under this Agreement), which may be shared with and processed by: (i) the Company, its affiliated companies, including affiliates outside the European Union, (ii) third parties engaged as service providers by the Company that may not be located in the same country as the Organisation or Agency, given that such processing is necessary to fulfill this Agreement and for the purposes of the legitimate

interests pursued by the Company and (iii) relevant regulatory authorities and/or enforcement bodies.

8.3. The Company has provided information to the Organisation and the Agency about its use of personal data under Schedule 1, which may be updated from time to time.

9. Term

9.1. This Agreement shall commence on the Effective Date and terminate when the Deliverables have been satisfactory delivered and the Company has provided the Funding.

10. Safety Information

10.1. In the event the Organisation or the Agency receives Adverse Event and / or other Safety Information relating to a produet of the Company, Organisation and Agency shall report such Adverse Event and/ or other Safety Information to the Company, within one (1) business day of receipt, using the foliowing e-mail address: drug.safety.nordic@astellas.com.

"Adverse Event" means any untoward medical occurrence in a patient or clinical trial subject administered a medicinal produet and which does not necessarily have to have a causal relationship with a treatment. Adverse Event covers any unfavourable and unintended sign (e.g., an abnormal laboratory tinding), symptom, or disease temporally associated with the use of a medicinal produet, whether or not considered related to the medicinal produet.

"Safety Information" means (a) any Adverse Event, including any Adverse Event related to a quality defect or received through a medical information inquiry, or (b) any Adverse Event related to a report of falsified or counterfeit medicinal produet or (c) any of the foliowing with or without an associated Adverse Event: (i) any unspecified event of death, (ii) drug exposure during lactation, (iii) drug exposure during pregnancy or at the time of conception (maternal or paternal), (iv) lack of therapeutic efficacy, (v) overdose, (vi) misuse, (vii) abuse, (viii) medication error potential, intercepted or actual, (ix) unintended beneficial effects, (x) occupational exposure, (xi) off label use, or (xii) suspected transmission of an infectious agent.

11. General

11.1. Clauses 3, 4, 5, 6, 7, 8, 9 and 10, shall survive the expiration of this Agreement.

11.2. 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.

11.3. Nothing in this Agreement shall be deemed to create a relationship of partnership or employment, or agency or joint venture between the Parties.

SIGNATURE

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.

Signed on behalf of Astellas Pharma a/s

Signed:

Name:

Position: Country Manager

Date: 17/12-19

Signed on behalf of PROPA (Prostatakræftforeningen)

Signed:

Name:

Position: Landsformand

Date: 17/12,2019

Signed on behalf of Molecule Consultancy A/S

Signed:

Name:

Position: MANAGING DIRECTOR

Date: 17.12.2019

SCHEDULE 1

COMPANY DATA PROTECTION NOTICE

Company may process Personal Data of any person whom Company has been provided with Personal Data under this Agreement (hereinafter, referred to simply as "you"), in order to exercise its rights, perform its obligations and in general to manage the present contractual relationship. Company is also processing such Personal Data in order to comply with Applicable Rules.

1. The type of Personal Data Company collects and the reasons for data processing
Personal Data that Company collects about you within the framework of this Agreement broadly falls into the following categories:

Types of personal data	Why Company collects it
(a) Title; (b) First Name; (c) Surname; (d) Professional details such as place of practice, job title, the medical field in which you may be active if you are a healthcare professional, as well as your professional and educational qualifications; (e) Professional registration number; (f) VAT / Tax registration number; (g) Bank account details; (h) Email Address; (i) Postal Address; (j) Telephone Number; (k) Passport nr./identity details; (l) Details about the underlying interaction of this Agreement; (m) Amount of the values transferred to you under this Agreement, if you are the ultimate beneficiary.	Company collects Personal Data, which is necessary for the performance of this Agreement with you or the entity you are representing and/or working for. Company collects Personal Data in order to comply with Applicable Rules relating to the disclosure of transfer of values where ultimate beneficiaries are healthcare professionals. Company collects Personal Data for its legitimate interests in order to gain insight and drive business planning in relation to its contractual relationships with healthcare professionals in a transparent and compliant manner, including monitoring who is being paid by Company, how much, and for what reasons.

Company may obtain information about you from third-party sources, such as social media platforms and third-party data providers. Company uses this information to plan our activities and organise our contractual relationships with you.

2. Sharing Personal Data
Company may disclose Personal Data to the following categories of recipients:

- to Company **group companies, third party services providers and partners** who provide data processing services to the Company, and to **third party controller partners** who do not provide data processing services to the Company but process Personal Data for purposes that are described in this Privacy Notice. Such third party services providers and partners would include indicatively conference organisers and related agencies, healthcare organizations and scientific bodies, travel agencies, hotels, airline companies, etc. A list of Company's current group companies is available here https://www.astellas.com/en/worldwide;
- to any **competent law enforcement body, regulatory, government agency, court or other third party** where Company believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend Company's legal rights, or (iii) to protect you vital interests or those of any other person;
- to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of Company business, provided that Company informs the buyer it must use Personal Data only for the purposes disclosed in this Privacy Notice;

3. Legal basis for processing Personal Data
The legal basis for collecting and using Personal Data described above will depend on Personal Data concerned, the specific context in which Company collects it and Applicable Rules. Particularly:

Company is processing your Personal Data for the performance of this Agreement and/or in order to take all required steps at your request (or request of any entity you are representing or working for) prior to entering into a contractual relationship. Also, the legal basis for collecting and using Personal Data described above is Company's legitimate interest in maintaining a relationship with you (or any entity you are representing or working for) and conducting its business in a transparent and compliant manner, as well as in order to comply with legal obligations (such as e.g. tax laws, Applicable Rules, etc.).

In terms of the disclosure of Personal Data according to Applicable Rules, the legal basis is as follows: if public disclosure of any transfer of values (ToVs) to you as ultimate beneficiary of such ToV is mandated by law (fully or partially), where applicable, the legal basis for the data processing is the need to comply with a legal obligation to which Company, as data controller, is subject. Where public disclosure of ToVs is made in adherence to the European Federation of Pharmaceutical Industries and Associations ("EFPIA") Code and the applicable national disclosure codes, your consent shall be required and obtained. Consent is voluntary. You may refuse the consent in relation to any ToV or may at any time and in any manner withdraw the given consent, without prejudice to any rights. In those instances, depending on whether you grant your consent to Company, the type of disclosure of ToVs will vary: (a) if you grant consent for individual disclosure: In that case, the total sum of ToVs provided during one calendar year will be publicly disclosed at an individual level. The legal basis is the consent of the data subject for the processing of his/her personal data for the above reasons. (b) if you do not grant consent for individual disclosure: In that case, no disclosure of the total sum of ToVs provided will take place individually but only at an aggregate level. Aggregate sums of ToVs to you (which are anonymized statistical data) require data processing on Company's behalf. Thus, in those instances the legal basis is Company's legitimate interest to comply with the pharmaceutical industry's codes (such as the EFPIA Code) and at the same time to promote transparency in the pharmaceutical sector and conduct its business in a transparent and compliant manner.

4. How does the Company keep Personal Data secure?
Company uses appropriate technical and organizational measures to protect Personal Data that it collects and processes about you. The measures are designed to provide a level of security appropriate to the risk of processing your Personal Data.

5. International data transfers
Personal Data may be transferred to, and processed in, countries other than the country in which you are a resident. These countries may have data protection laws that are different to the laws of the country of residence (and, in some cases, may not be as protective).

Specifically, Company's servers are located in EU, USA, Japan, and Company's group companies and third party service providers and partners operate around the world. This means that when Company collects Personal Data, it may process it in any of these countries. However, Company has taken appropriate safeguards to require that Personal Data will remain protected in accordance with this Privacy Notice. These include implementing the European Commission's Standard Contractual Clauses for transfers of Personal Data between Company's group companies, which require all group companies to protect Personal Data they process from the EEA in accordance with European Union data protection law. Company's Standard Contractual Clauses can be provided on request. Company has implemented similar appropriate safeguards with third party service providers and partners and further details can be provided upon request.

6. Data retention
Company retains Personal Data where it has an ongoing legitimate business need to do so (for example, to fulfil a contract with you or an entity you are representing or working for or to comply with applicable legal, tax or accounting requirements). When Company has no ongoing legitimate business need to process Personal Data, Company will either delete or anonymise it or, if this is not possible (for example, because Personal Data has been stored in backup archives), then it will securely store Personal Data and isolate it from any further processing until deletion is possible.

7. Your data protection rights
You have the following data protection rights:

- If you wish to **access, correct, update or request deletion** of Personal Data in certain circumstances, this can be done at any time by contacting the Company using the contact details provided under the "How to contact Astellas" heading below.

- In addition, you can **object to processing** of Personal Data, ask Astellas to **restrict processing** of Personal Data or **request portability** of Personal Data. Again, you can exercise these rights by contacting Astellas using the contact details provided under the "How to contact Astellas" heading below.

- Similarly, if Astellas has collected and processes Personal Data with your consent, then you can **withdraw the consent** at any time. Withdrawing the consent will not affect the lawfulness of any processing conducted prior to the withdrawal, nor will it affect processing of Personal Data conducted in reliance on lawful processing grounds other than consent.

- You have the **right to complain to a data protection authority** about the collection and use of Personal Data. For more information, you may contact the local data protection authority. (Contact details for data protection authorities in the European Economic Area, Switzerland and certain non-European countries (including the US and Canada) are available here, http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm)

Company responds to all requests it receives from data subjects wishing to exercise their data protection rights in accordance with applicable data protection laws.

8. How to contact Company
If you have any questions or concerns about the use of Personal Data, you can contact Company's data protection officer using the following details: privacy@astellas.com.