



www.shiredenmark.dk

30. October 2019  
President Birthe Byskov Holm  
Rare Diseases Denmark  
Blekinge Boulevard 2  
2630  
Taastrup  
Denmark

Dear Birthe Byskov Holm,

Following a review of a proposal for financial support to Rare Diseases Denmark (the "Patient Organisation"), for support of Rare Disease Day, 29. February 2020, I am pleased to inform you that Shire Denmark A/S, a wholly owned subsidiary of Takeda Pharmaceutical Company Limited, having a place of business at Larsbjørnstræde 3, 1454 København K, Denmark ("Shire") will be able to offer financial support of DKK 50.000 (the "Funding").

The Funding, which is intended to be an unrestricted grant, is to contribute to the costs of Rare Disease Day 2020 with the aim of raise awareness and breaking the isolation targeting people with rare diseases and the general public, sponsored by and for the Patient Organisation.

The Funding will be subject to the following terms:

1. The Funding is made in accordance with all relevant regulatory guidelines including, but not limited to the EFPIA (European Federation of Pharmaceutical Industries and Associations) Code and all applicable legislation (including but not limited to the data protection laws and patient confidentiality laws) and the Patient Organisation agrees to comply at all times with such guidelines and legislation.
2. This Funding is in no way contingent on the prescribing, supply, administration, promotion, recommending, buying or selling of any pharmaceutical product of Shire.
3. The Funding may only be used in accordance with the terms of this agreement.
4. The Funding is subject to the below conditions:
  - o The Funding may only be used for the project specified in this agreement.
  - o The Funding may not mean that a dependency relationship arises or that the Patient Organisation cannot survive after the collaboration has ended.
5. The limits of the Funding shall be:
  - o Payment of DKK 50.000 which is payable to the Patient Organisation and not to you, personally, within 90 days of the date of this letter.
  - o The Patient Organisation agrees to provide Shire with a written receipt in respect of the Funding and details of the separate funding account into which the Funding should be paid. Please provide the relevant banking details on the form attached at Appendix 1.

- The Patient Organisation will be solely responsible for any settlement of tax on the payment of the Funding.
  - Any extension to the Funding is to be discussed and agreed in advance by Shire.
  - Shire may at any time following the Funding request and the Patient Organisation shall provide a detailed account of the use of the Funding.
  - In the event that the Patient Organisation ceases to support the activities funded under this agreement, Shire shall be notified immediately and any unallocated Funding shall be returned to Shire within thirty (30) days.
6. Shire recognises the independence of the Patient Organisation and will not seek to influence the content of editorial material it sponsors. Shire reserves the right to review and comment on any planned publications that arise from the research activity as a direct result of the Funding for technical accuracy only. Shire commits to complete this process in ten (10) working days from the date of notification. Any publication should clearly reference that the research activity was funded by an unrestricted grant of Shire.
  7. In working with the Patient Organisation, Shire does not seek to influence the Patient Organisation's attitude towards Shire's products in any way. The Patient Organisation will not be influenced in the advice it gives to its members and audiences regarding pharmaceutical products.
  8. Shire and the Patient Organisation must openly declare details of any funding or other support on their website. Transparency is a fundamental principle that Shire believes in in their relationships with Patient Organisations and will declare funding to the Patient Organisation on its website at the time this Agreement is made. Such information shall remain accessible for a minimum of six months following the conclusion of the research activities. The Patient Organisation agrees to publish details of the Funding on its website no later than one month following receipt of the Funding. Such information shall remain accessible for a minimum of two years following receipt of the Funding.
  9. Shire will not make public use of the Patient Organisation's logo and or proprietary material without written permission from the Patient Organisation. If Shire wishes to use any such material, Shire will seek the permission of the Patient Organisation and will clearly define the specific purpose and the way the logo and/or proprietary material will be used.
  10. In line with the regulations governing the pharmaceutical industry, the Patient Organisation is required to declare the nature and sponsorship of Shire on any materials or meetings that are sponsored by Shire. This wording of the sponsorship must be prominent and accurately reflect the company's involvement. Hospitality arrangements at meetings must be in compliance with applicable pharmaceutical industry Codes of practice. Funding must not be used to pay for entertainment at meetings.
  11. If you agree with the above terms and conditions, please indicate your acceptance by signing and dating both copies of this letter and returning one copy to Shire. This is to accept Funding on the basis of this letter's contents.

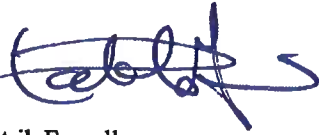
12. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of the agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Signatures to this agreement transmitted by fax, by electronic mail in "portable document format" (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

We hope that this Funding will enable you to achieve your objectives.

[Signature Page to follow]

**SHIRE DENMARK A/S**

Signature



Name: Patrik Forsell

Title: Managing Director

Date: 30.10.2019

**AGREED TO AND ACCEPTED BY:  
Rare Diseases Denmark**

Signature



Name:

LENE JENSEN

Title:

CEO

Date:

14/11-19

PromoMats Reference: C-ANPROM/DK/0259