



13 February 2020

Ms Lene Jensen
Rare Diseases Denmark / Sjældne Diagnoser
Blekinge Boulevard 2
Taastrup, 2630
Denmark.

Re: Grant Funding Terms

Dear Ms Lene Jensen,

This letter sets forth the agreement (“Letter Agreement”) between **BioMarin Europe Limited** (“BioMarin”) and **Rare Diseases Denmark / Sjældne Diagnoser** (the “Institution”) regarding the terms of a grant requested from the Institution and agreed to by BioMarin in support of their planned activities for a Rare Disease Day in Denmark, aiming to raise awareness through activities that will encourage the public and decision makers aware of rare diseases and the people living with them. This event be held on the 28 – 29 February 2020, Taastrup Denmark. (the “Purpose”).

Both BioMarin and Institution are aware of certain requirements, including but not limited to EFPIA’s “Code of Practice on Relationships”, the ABPI Code of Conduct 2017 and other regulations applicable to European countries (the “Regulations”) which relate to interactions between the pharmaceutical industry and Patient Organisations and this Letter Agreement is entered into in order to ensure compliance with such Regulations.

Therefore, the Institution and BioMarin agree that BioMarin will support the work of the Institution by contributing a total amount of **50,000DKK** (Inclusive of VAT) (the “Grant”) in relation to the Purpose on the following basis:-

1. Names of partnering organisations: BioMarin Europe Limited (“BioMarin”) and Rare Diseases Denmark / Sjældne Diagnoser
2. Type of activity: Patient Organisation grant for a Rare Disease Day in Denmark, aiming to raise awareness through activities that will encourage the public and decision makers aware of rare diseases and the people living with them. These activities include: Workshops for raising awareness; Rare march through central parts of Arthus, with printed umbrellas, balloons in the color of rare disease logo and signboards with printed names of the small rare disease associations; A national event where ~400 participants will be writing postcards to politicians with their story of rare disease; Creative station; Rare diseases Denmark Rare Award; Exhibitions.
3. Objectives: to raise awareness of rare diseases and for people living with rare diseases.
4. Agreed role of the pharmaceutical company and patient organization: BioMarin will provide the grant and the Institution shall organize and carry out the event.
5. Time-frame: 28 – 29 February 2020.

Request No.3678, Rare Diseases Denmark, 13 February 2020.

6. Amount of funding: 50,000 DKK (Inclusive of VAT).
7. Description of significant indirect/non-financial support: None.
8. Bank details (and name(s) of signatories for bank account).

Payee:	Rare Diseases Denmark / Sjældne Diagnoser
Bank:	Arbejdernes Landsbank
BIC:	ALBADKKK
Account holder:	Sjældne Diagnoser
Intl. Account no. (IBAN):	DK7853330000244622

All parties are fully aware that the Grant must be clearly acknowledged and apparent from the outset. In order to fulfil these obligations the Institution hereby undertakes, warrants, covenants and agrees:-

- (a) To make BioMarin's Grant for the Purpose clear to all relevant parties (including the disclosure of the same where required by its own internal rules or such external guidelines or laws that may be applicable);
- (b) To account to BioMarin for all monies received hereunder (including the provision of copies of receipts to BioMarin where possible or applicable) for the purpose of allowing BioMarin to fulfil its obligations under the Regulations (or such other legislative or other disclosure obligations it may have);
- (c) To retain all such documentation for a period of five (5) years and allow BioMarin to audit all such documentation insofar as it relates to any transactions hereunder upon reasonable notice;
- (d) To adhere to such other Regulations or legislation that apply to the transaction(s) contemplated under this Letter Agreement and inform BioMarin of any changes in the Regulations or other applicable laws that may affect the obligations of the Institution hereunder.
- (e) To only use the Grant for the Purpose as stated above, it will be used for non-profit purposes only and that it will not be made available to any other party without BioMarin's prior written approval;
- (f) To only use the Grant in full compliance with medical and ethical standards and all applicable laws, rules and Regulations;
- (g) To declare to BioMarin in writing if it receives any additional funding or grant money for the Purpose (notwithstanding the aforementioned, it is understood and agreed that Institution is free to obtain grants from other third parties and nothing contained herein is intended or should be construed as limiting the ability of the Institution to obtain separate funding from any third party); and
- (h) On behalf of itself and its employees and agents, that it is not presently debarred, excluded or disqualified in any way; and is not aware of any conduct, action or failure to act for which Institution or its employees or agents could be debarred, excluded or disqualified.

The parties further agree and understand that the Grant is for the Purpose only and is not intended to promote any of BioMarin's products. Furthermore, the parties hereby confirm that the Grant is neither given nor received for any other purposes, stated or otherwise. [The parties also understand that the Institution is solely responsible for the organisation and attendance of its employees in relation to the Purpose.]

Institution hereby agrees and undertakes to provide disclosure of BioMarin's financial support of the Purpose and any significant relationship between the Institution and BioMarin. The parties agree that

BioMarin has permission to include the Institution's name in the list of patient associations that BioMarin supports and that is available on BioMarin's website (and to disclose the same and the contents of this Letter Agreement to any regulatory or governmental bodies BioMarin may be required to by applicable law, Regulations or industry guidelines or codes of conduct).

The funding of this Grant is not, has not been, and will not be contingent upon the purchase, recommendation, promotion or referral of any of BioMarin's products, and is not intended to induce the Institution to order, prescribe, promote or recommend any of BioMarin's products. The parties agree and shall cause their respective agents and employees to agree to observe and comply with all applicable law in the use of and accounting for the Grant.

Compliance with Foreign Corrupt Practices Act, 1977 and UK Bribery Act 2010

In this clause, "Government Official" means (a) any natural or legal person or entity which receives any form of payment from the funds, which originate with the Department of Finance, Ministry of Health (or equivalent thereof) or such other government auspice or which are otherwise raised by tax or duty or (b) is formed by or under statute. Examples of Government Officials include government departments, public hospitals, local authorities, reimbursement committees and their officers, employees and consultants together with general practitioners practices. For the purposes of this Letter Agreement in relation to the UK Bribery Act, 2010, it also means an individual who could influence or procure the influence of a Government Official.

Institution now warrants that:-

- (i) it respectively holds for the duration of the Purpose and shall continue to hold all licences, permissions, registrations and authorisations as may be required under applicable regulations, statutes or administrative policies to carry out its business and in particular to carry out the Purpose and shall produce evidence of such licences, permission, registrations and authorisations in a timely fashion when requested by BioMarin;
- (ii) it respectively has not and undertakes that it will not directly or indirectly offer or pay or authorise the offer or payment of any money or anything of value in order to improperly influence a Government Official; and
- (iii) it being a Government Official, has not accepted and undertakes that (s)he will not accept any money or any other benefit whether or not having a specific cash value or otherwise permit him/herself to be improperly influenced.

BioMarin may terminate this Letter Agreement immediately in the event of any violation by Institution, its servants or agents of the terms of this Letter Agreement. Institution hereby agrees to indemnify and hold BioMarin harmless from any breaches of, or misrepresentations concerning, the above.

Changes to purpose of the Grant If Institution:

- (a) ceases, suspends or modifies any of the stated Purpose listed herein at any time; or
- (b) loses the services of any healthcare professional or member funded or part-funded through this Grant and cannot replace the services of such healthcare professional or member within a reasonable period of time; or
- (c) wishes to use the Grant for any purpose other than as set out herein;

then Institution shall inform BioMarin in writing of such occurrence together with supporting details dates, forthwith. BioMarin and Institution will then jointly discuss and agree what modifications or adjustment to the Grant is required, to ensure that the Grant is not viewed or construed as an inducement from BioMarin. If the parties agree to adjust the Grant, then Institution agrees to repay such amount of the Grant to BioMarin as agreed between the parties.

Confidential Information. Institution acknowledges on behalf of itself and its employees and agents (“Receiving Party”), that all technology, know-how, inventions, trade secrets, business plans and other confidential information of BioMarin communicated to, learned of, developed or otherwise acquired in by Receiving Party (“Confidential Information”), whether identified as confidential or not, are valuable assets of BioMarin to be kept confidential and secret. Receiving Party therefore agrees to keep confidential and not disclose to any third party or use any Confidential Information of BioMarin, except in connection with the fulfillment of the terms of this Letter Agreement. “Confidential Information” shall not include, however, information placed in the public domain through no fault of the Receiving Party, information disclosed to the Receiving Party by a third party entitled to disclose it, information already known to the Receiving Party prior to receipt thereof from BioMarin, or information that is independently developed by Receiving Party without reference to information provided by BioMarin. The obligations of this provision shall survive for a period of five (5) years following the termination or expiration of this Letter Agreement.

Publications. Institution shall be free to publish reports or other publications, subject to requirements of applicable laws, regulations, rules and guidelines and the confidentiality provisions set forth herein. Notwithstanding the above, at least forty five (45) days prior to the proposed publication date, Institution shall submit any proposed report or publication to BioMarin in order to determine whether the proposed report contains any Confidential Information, information about BioMarin products, other proprietary BioMarin information, or information/subject matter related to a patent application(s) that BioMarin has or intends to file. Apart from the aforementioned, Institution shall retain complete editorial control over any publication. The obligations of this provision shall survive for a period of five (5) years following the termination or expiration of this Letter Agreement. Other than for transparency and disclosure purposes, Institution shall not use BioMarin’s name or logo under any circumstances without BioMarin’s express written permission.

Term & Termination. BioMarin and/or the Institution shall have the right to terminate this Letter Agreement at any time. In such a case, BioMarin and/or the Institution shall notify the other party in writing at least 30 days, prior to termination, or at such shorter notice as conditions permit. In the event of termination of the Letter Agreement, BioMarin shall be relieved from its obligation and liability for the Grant.

Unless the termination of the Letter Agreement is attributable to any breach of obligation or responsibility on the part of the Institution, BioMarin shall reimburse those non-cancellable, documented costs incurred prior to the date of termination in an amount not to exceed the Grant. On termination, any of the Grant paid by BioMarin, but unearned by Institution, shall promptly be refunded to BioMarin.

Reconciliation, Unexpended Funds and Audit.

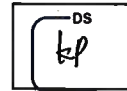
- (a) Institution shall furnish to BioMarin, within ninety (90) days of the fully paid Grant, a report including the BioMarin reconciliation form (hereinafter "Reconciliation"), detailing total Grant expenditure, documentation of the Grant's final agenda/table of contents, topics, faculty list or author(s), brochure (if applicable), description of Grant methods, and evaluation data summary. Failure to provide this information to BioMarin may result in withholding of additional payment of funds and denial of future grant

funding, if applicable. Send questions and/or reconciliation reports to eGrantsEUMEA@bmrn.com.

- (b) In the event that all funds provided by BioMarin are not used in connection with the Grant, Institution agrees to return unexpended funds to BioMarin upon submission of Grant Reconciliation. In the event that BioMarin is not the sole financial supporter of the Grant, Institution agrees to return to BioMarin that percentage of unexpended funds proportional to BioMarin's contribution to estimated total costs applicable to the Purpose as a whole.
- (c) Upon reasonable notice and at reasonable times, and no more frequently than once during the Grant's terms, BioMarin shall have the right, at its expense, to audit and examine all non-privileged contracts, documents, correspondence, account and expense records, and any other materials, which relate to the Grant and which are necessary to substantiate the Institution's use of funds provided hereunder. In no event will BioMarin have access to Institution's individual employee salary information or overhead operating expenses information in connection with any such audit.

Miscellaneous. This Letter Agreement embodies the entire understanding between the parties and may not be amended or changed in any way except by written instrument signed by both parties. This Letter Agreement may not be assigned without the written consent of the non-assigning party.

Governing Law. This Letter Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Ireland. The parties shall attempt to settle any dispute arising out of or relating to this Letter Agreement in an amicable way. In the event that such attempts should fail, the matter (whether such dispute is contractual or non-contractual in nature) shall be brought before the competent courts of Ireland.

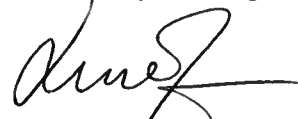


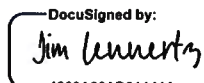
17-Feb-2020

GCE Initials

Acknowledged and Agreed to:

Yours Sincerely,


Name: LENE JENSEN
Title: CEO
Name of Institution: RARE DISEASES DENMARK
Date: 20/2-20

DocuSigned by:

4003A00AD01141A...
James K. Lennertz
Director
BioMarin Europe Limited
Date: 18-Feb-2020