



UNRESTRICTED GRANT AGREEMENT

The Unrestricted Grant Agreement ("Agreement") has entered into force on 17th April 2009 by and between

1. Novo Nordisk FemCare AG, a limited liability company having its registered office at Andreasstrasse 15, 8050 Zurich, Switzerland ("Novo Nordisk"), with company registration number CH-170.3.026.883-2, duly represented by Julian Butler
2. Simply Hormones, P O Box 218, Uckfield, East Sussex TN22 3YT, United Kingdom ("Simply Hormones"), an educational organisation duly represented by Ms. Kathryn Colas.

Now it is hereby agreed as follows:

1 Background

- 1.1 Simply Hormones (United Kingdom) is an independent and privately funded organisation for the education and raising awareness of menopause symptoms and how to overcome them.
- 1.2 Novo Nordisk wishes to support Simply Hormones for the project "Menopause the Movie 'Lost in Translation'"
- 1.3 Novo Nordisk's support will result in an unrestricted grant of 1.000 GBP.

2 Scope of the Project

- 2.1 The Project "Menopause the Movie 'Lost in Translation'" consists of a number of activities:
 - Patient interview
 - Script revisions
 - Filming on location and voiceover

3 Costs

- 3.1 The costs incurred for the Project are estimated to the amount of 1.000 GBP.

Novo Nordisk FemCare AG

Andreasstrasse 15
CH-8050 Zurich Oerlikon
Switzerland

Telephone:
+41 43 222 4300
Telefax:
+41 43 222 4403

Internet:
www.novonordisk.com



4 Obligations of Novo Nordisk

- 4.1 Novo Nordisk will pay 1.000 GBP as an unrestricted grant to support the execution of the Project.
- 4.2 The above mentioned amount will be transferred to the below stated bank account of Simply Hormones after the contract will have been signed, by 30th July 2009 at latest.

Recipient: Simply Hormones.com
Bank: Bank of Scotland
Account Holder: Kathryn Colas trading at Simply Hormones.com
Bank Code Number: 12-24-81
Account Number: 06697617
IBAN: GB41 BOFS 1224 8106 6976 17
BIC: BOFSGBS1BBL

5 Status of the parties

- 5.1 Institution will act independently of Novo Nordisk and shall perform in its own name and for its own account for all purposes and at all times. This Agreement is not intended as nor shall it be construed to create partnership or joint venture between the Novo Nordisk and Simply Hormones. Novo Nordisk and Simply Hormones expressly note that neither Simply Hormones nor any of its representatives shall be employees or agents of Novo Nordisk.

6 Material Breach

- 6.1 Novo Nordisk and Simply Hormones may terminate this Agreement with immediate effect in the event that the other Party has materially breached or defaulted on the performance of any of its obligations hereunder and such default has continued for thirty days after written notice thereof was provided to the breaching Party by the non-breaching Party. Any termination shall become effective at the end of such a thirty-day period unless the breaching Party has remedied any such breach or default prior the expiry of the thirty-day period.



7 Applicable Law

- 7.1 This Agreement shall be construed and interpreted pursuant to the laws of Denmark.
- 7.2 Any disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by an arbitrator appointed in accordance with said rules. The arbitration shall take place in Copenhagen and shall be conducted in English language.
- 7.3 Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. A provision will be ineffective only to the extent of a prohibition or invalidity, without invalidating the remainder of the Agreement.

8 Miscellaneous

- 8.1 Novo Nordisk and Simply Hormones shall abstain from behaviours resulting in damage of the good reputation or interests of both Institutions.
- 8.2 Novo Nordisk and Simply Hormones shall abide by all relevant national and European laws, standards and regulations, including any code of practice and other applicable guidelines.
- 8.3 Novo Nordisk will not be responsible for any deviation or departure from relevant laws, standards, regulations and guidelines that are not due to any act or omission by Novo Nordisk.
- 8.4 Novo Nordisk and Simply Hormones shall keep confidential all information they receive from each other for five (5) years. This non-disclosure obligation shall not apply to information that (i) is already in the possession of the other Party, (ii) was in the public domain at the time when it was disclosed, (iii) becomes known to the other party in a lawful manner from a source other than Simply Hormones or Novo Nordisk, (iv) is disclosed pursuant to an order of a court, administrative agency or other governmental body, (v) is developed independently by the other Party
- 8.5 Any result, regardless of form and regardless of whether it is or can be protected and any intellectual property rights derived thereof, origination from the Project, shall be the sole property of Simply Hormones.



8.6 It is agreed between the Novo Nordisk and Simply Hormones that Novo Nordisk will be credited as the provider of an unrestricted grant for the Project but Novo Nordisk will not without prior written approval from Simply Hormones directly or indirectly refer to Simply Hormones or its employees in connection with marketing, including marketing of Novo Nordisk or Novo Nordisk products, or conduct any other exploitation of Institution name.

In witness whereof, Novo Nordisk and Simply Hormones have executed this Agreement by their respective duly authorized representatives.

Date 15.04.09.

Date 15.04.09

For Simply Hormones

For Novo Nordisk FemCare AG

Kathryn Colas
Menopause Awareness Consultant

Julian Butler
Global Marketing HRT,
Global Marketing Director