

## **Advisory Board Agreement**

This Advisory Board Agreement is made by and between

**JANSSEN-CILAG A/S**, a division of Johnson & Johnson, a company with its registered address at Bregnerødvej 133 2, DK-3460 Birkerød , Denmark, VAT no.: 19248615

(hereinafter "J&J AFFILIATE");

and

LYLE - Patientforeningen for lymfekræft, Leukæmi og MDS, Banetoften 26, 4700 Næstved, Denmark

(hereinafter the Consultant);

J&J AFFILIATE and Consultant, collectively the "Parties".

### **Article 1: Scope of Services**

- 1.1 Consultant agrees to participate in a Advisory Board meeting for J&J AFFILIATE for the purpose of evaluating, discussing and advising the J&J AFFILIATE regarding Consultant agrees to participate in advisory Board meeting for J and J Affiliate for the purpose of disseminate knowledge about patient association Lyle where CLL patients belong. Moreover, show the HCP what opportunities the patient association can offer the CLL patients
- 1.2 Consultant agrees to devote his best diligent efforts to provide the Consulting Services as requested by J&J AFFILIATE, including responding to surveys or other questions prior to or as part of the meeting. If requested by the J&J AFFILIATE, Consultant shall provide the J&J AFFILIATE with a written summary of his advice or comments regarding specified issues for which Consulting Services were provided. Nothing herein shall require Consultant to provide any patient-identifiable information to the J&J AFFILIATE.
- 1.3 The date, time and location of the meeting are as follows:  
Date: **26<sup>th</sup> May 2021** Time: **13:00 - 15:00**  
Location: **Virtual meeting**

### **Article 2: Remuneration**

- 2.1 In consideration for the above services (Article 1), J&J AFFILIATE or its appointed agent shall pay, within 45 days of being issued an invoice, a service fee in the net amount of **3,200.00 DKK**. Issuance of invoice and pertaining payment can only occur after the Consulting Services have been delivered. Additionally, J&J AFFILIATE or its appointed agent shall reimburse the Consultant for any reasonable and documented out-of-pocket expenses incurred by Consultant which are related to the Consulting Services, provided that such out of pocket expenses are consistent with the reimbursement policy of J&J AFFILIATE (attached hereto)

in Annex 'Travel & Expense Policy'). All travel arrangements for air, rail, lodging and car rental must be booked by J&J AFFILIATE. Payments shall be made by bank transfer and only to a bank account held in the name of the Party on Invoice in Party's country of residence. Invoices should, as a minimum requirement, contain the following items: (a) full name and address of party issuing the invoice; (b) where applicable tax number of party issuing the invoice; (c) full name and address of the J&J Affiliate or its appointed agent; (d) place and date of invoice; (e) brief description of services invoiced with date of service rendered; and (f) where value added tax (VAT) is applicable, invoicing party's VAT number, statement of net amounts invoiced, VAT rate, amount and gross amounts. J&J AFFILIATE will inform Consultant in case the invoice needs to be addressed to its appointed agent instead of to J&J AFFILIATE.

- 2.2 Where the service provided pursuant to Article 1 of this Agreement is subject to value added tax (VAT), the above net amount (Article 2.1) shall be grossed up to include applicable VAT, provided however, that the invoice properly state invoicing Party's VAT-number, the applicable VAT rate and applicable VAT amount due. Consultant shall be responsible for proper treatment and declaration of direct taxes with regard to invoiced and paid amounts.
- 2.3 The Parties acknowledge and agree that the above remuneration and compensation represents the fair market value for the Consulting Services, has not been determined in a manner that takes into account the volume or value of any business otherwise generated between J&J AFFILIATE and Consultant, and shall not obligate Consultant to purchase, use, recommend, or arrange for the use of any product of J&J AFFILIATE or its affiliates.

Any and all payments under this Agreement will be made to the following account:

***BANK DETAILS MUST BE  
INCLUDED IN EVERY  
AGREEMENT***

Payment by **invoice**

Company Name: LYLE – Patientforeningen for lymfekræft, Leukæmi og MDS

VAT Number: 31306833

### **Article 3: Confidentiality/Return of Documents**

- 3.1 In preparation for making the Consulting services, J&J AFFILIATE may provide Consultant with information concerning J&J AFFILIATE including, without limitation, information regarding existing or contemplated J&J AFFILIATE products, processes, techniques, or know-how, that is confidential or proprietary and the disclosure of which would cause irreparable injury to J&J AFFILIATE (collectively, the "Confidential Information"). Consultant as receiving party

(hereinafter a "Receiving Party") agrees not to disclose the Confidential Information to any person unless Receiving Party has received prior written authorization from J&J AFFILIATE. Additionally, upon termination or expiration of this Agreement for any reason or upon the request of J&J AFFILIATE, Receiving Party shall promptly return to J&J AFFILIATE all originals and copies of documents or other materials constituting or containing Confidential Information. Receiving Parties' obligations regarding the Confidential Information shall survive termination or expiration of this Agreement.

- 3.2 Where J&J AFFILIATE has provided Consultant with documents related to or necessary for the performance under this agreement, Consultant undertakes to properly store such documents and not to allow third parties to access such documents. Consultant shall return such documents to J&J AFFILIATE after completion of the Consulting services, and thus upon expiry of this Agreement.

#### **Article 4: Copyright/Publications**

- 4.1 Consultant hereby grants J&J AFFILIATE a non-exclusive worldwide and in time unlimited right to use in all possible forms and media all copyrightable documents or products which are created by Consultant in the course of performance of this Agreement (hereinafter the "Work"), including, without limitation the right to use, adapt, edit, chose a title for the Work, translate, input and/or combine into (conventional, electronic, digital) database, reproduce (regardless of media of reproduction and of number of reproduced copies), publish, make available online (including in intranets and in the internet), sell, lease, give away for free, exhibit, record, film, and broadcast the Work, in its entirety or in part, in all forms of media, whether in printed or recorded form (analogue or digital), and regardless of whether in writing, as sound and/or as image, and regardless of whether for commercial or charitable purpose ("Right of Use"). The remuneration of Consultant pursuant to Article 2 shall serve as sufficient consideration for granting of the Right of Use.
- 4.2. The Right of Use shall survive the termination of this Agreement. J&J AFFILIATE shall be entitled to assign or to sublicense said Right of Use. J&J AFFILIATE may assign its Right of Use or sublicense it in part or in full to an affiliate of J&J AFFILIATE.
- 4.3 Consultant warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Consultant has obtained approval by third parties in order to grant said Right of Use to J&J AFFILIATE. Consultant shall hold J&J AFFILIATE harmless against third party claims for infringement of copyrights related to the Right of Use granted to J&J AFFILIATE, and shall assist J&J AFFILIATE in defending against such third party claims.

#### **Article 5: General Provisions**

##### **5.1 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any promise, agreement or consent on the subject matter hereof made between the Parties hereto by officers

or employees of the Parties before the execution of this Agreement. No modification of this Agreement shall be binding upon either Party, unless approved in writing by authorized representatives of each of the Parties.

## 5.2 General Anti-Corruption Compliance Provision

Neither Party shall perform any actions that are prohibited by local and other anti-corruption laws (collectively "Anti-Corruption Laws") that may be applicable to one or both parties to the Agreement. Without limiting the foregoing, neither party shall make any payments, or offer or transfer anything of value, to any government official or government employee, to any political party official or candidate for political office or to any other third party related to the transaction in a manner that would violate Anti-Corruption Laws.

## 5.3 Compliance with Professional and/or Employment Rules

Where the provision of the Consulting services by Consultant is subject to professional and/or employment rules requiring approval by professional organization and/or employer, Consultant warrants that he shall obtain such approval prior to delivering the Consulting services. Upon request by J&J AFFILIATE, Consultant shall provide without delay written evidence of the relevant approval(s). Furthermore Consultant agrees that J&J Affiliate may disclose the existence and content of this Agreement to the relevant professional organization and/or employer and/or relevant institution or government entities where the Consultant is active.

## 5.4 Conflict of Interest

If permitted by local laws, regulations and Consultant's contractual obligations, Consultant shall notify J&J AFFILIATE if Consultant attains a position to influence purchasing decisions of a government entity or a health-care-related institution owned or substantially controlled by a government or public body. Such purchasing decisions may relate, for instance, to tenders issued by health authorities or decisions of formulary committees of public hospitals. In case of such notification by Consultant, J&J AFFILIATE has the right to terminate this Agreement with immediate effect by written notice. Where such notification to J&J AFFILIATE is not permitted by local laws, regulations or Consultant's contractual obligations, Consultant shall notify the purchase decision-maker in said government entity, institution or hospital of Consultant's financial relationship with J&J AFFILIATE before any purchasing decision is made.

## 5.5 Personal Data

J&J AFFILIATE needs to collect personal information from Consultant, and J&J AFFILIATE and its affiliates will use such information, in order to manage J&J AFFILIATE's relationship with Consultant pursuant to this Agreement. A list of affiliates is at <http://www.investor.jnj.com/sec.cfm> (click on the link to Form 10K, Exhibit 21, under "SEC Filings"). J&J AFFILIATE may also disclose Consultant's personal information to third-parties service providers, and parties engaged in the organization of events, including hotels and airlines. If Consultant does not provide the personal information requested, J&J AFFILIATE will not be able to fulfill its obligations to Consultant pursuant to this Agreement. Based on J&J

AFFILIATE's legitimate interests, J&J AFFILIATE may use Consultant's personal information to compile statistical data based on the information in our databases, as well as on surveys, customer feedback questionnaires, and similar communications.

Consultant may contact J&J AFFILIATE with questions or request to review the personal information J&J AFFILIATE has collected and/or to request its correction, deletion, blocking, data portability or restriction at: [jacdk@its.jnj.com](mailto:jacdk@its.jnj.com). Consultant may also lodge a complaint with a data protection authority for Consultant's country or region.

The use and disclosure of personal information may involve a transfer to other jurisdictions, including the U.S., which may provide for different data protection rules than in Consultant's country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. Consultant may obtain a copy of these measures by contacting J&J AFFILIATE's data protection officer responsible for Consultant's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

J&J AFFILIATE will retain Consultant's personal information for as long as needed or permitted in the light of the purpose(s) for which it was obtained, based on: (i) the length of time J&J AFFILIATE has an ongoing relationship with Consultant; (ii) whether there is a legal obligation to which J&J AFFILIATE is subject; and (iii) whether retention is advisable in light of J&J AFFILIATE's legal position.

#### 5.6 Transparency & Disclosure of transfers of value

Transparency of Collaboration between Health Care Professionals and Medical Device Companies or Pharmaceutical Industries

According to the applicable Danish legislation, doctors, dentists and pharmacists must notify or seek permission from the Danish Medicines Agency ('Lægemiddelstyrelsen') when collaborating with a Pharmaceutical Company or a Medical Device Company. Nurses only need to notify or seek permission when working with a Medical Device Company. Danish Medicines Agency publishes information about collaborations on a list on its website. The legislation and associated guidelines are available on the website of the Danish Medicines Agency, [www.dkma.dk](http://www.dkma.dk).

- 5.7 Consultant shall declare that Consultant is a consultant to J&J Affiliate whenever Consultant writes or speaks in public about a matter that is the subject of this Agreement.

#### 5.8 Pandemic

If either of the Parties is unable or unwilling to perform its obligations under this Agreement due to its evolving policies related to the COVID-19 health pandemic, or because of uncertainty related to the impact of COVID-19, either Party may terminate this Agreement upon not less than 7 days' written notice to the other, in which case neither Party shall have any further obligations to the other, including any obligation to pay for goods and/or services not actually performed and/or delivered prior to the written notice of termination.

J&J AFFILIATE may cancel any meeting upon notice without liability, cancellation fees or damages, in the event of the COVID-19 health pandemic and/or any other health pandemic for which the World Health Organization and/or other local governmental and/or health authorities issue travel alerts or warnings recommending against non-essential travel to Meeting location and/or against meetings of groups of people, making it inadvisable, illegal, or impossible to provide the facilities or to have the meeting/Event, or if the meeting/Event could create a significant risk to the health and safety of participants.

If the meeting/Event is a physical meeting and is converted into digital form or otherwise converted into a different form than originally agreed upon, the meeting/Event costs and related payment will be re-evaluated by the Parties. In particular, the organizer or the delegated agency shall provide J&J AFFILIATE with a list and detailed breakdown of the actual costs incurred for the provision of the obligations set out in this Agreement to allow performance in the changed form (which are expected to be lower than the costs that may have been incurred for a face to face meeting/Event). In case of such conversion to a different meeting/Event form, J&J AFFILIATE shall be obliged to pay only the newly identified amount or shall be entitled to receive reimbursement of the difference between the originally agreed upon contractual amount and the re-evaluated amount within 30 (thirty) days of J&J AFFILIATE's written request to the organizer. Such provisions shall take precedence over any other contracting provisions and/or other agreements and/or understandings that may have been reached between the Parties.

#### 5.9 Governing Law and Dispute Resolution

This Agreement shall be governed by the law of Denmark and the Parties hereto hereby submit to the jurisdiction of the competent court of Denmark.


#### 5.10 Electronic Signatures

The Parties explicitly agree to execute this Agreement by way of an electronic signature, and agree this shall constitute a valid and enforceable agreement between the Parties. The present Agreement is made in an electronic pdf-version (using Adobe Sign) which shall be electronically signed by each Party. Each Party hereby acknowledges receipt of the e-signed agreement, electronically signed for approval by both Parties.

  
Brit Sandgren (May 7, 2021 15:20 GMT+2)

Business Lead, hematology

**For J&J AFFILIATE:**

  
Rita O. Christensen (May 7, 2021 10:31 GMT+2)

Chairwoman

**On behalf of Organisation:**

LYLE – Patientforeningen for lymfekræft, Leukæmi og MDS

**Annex: Travel & Expense Policy for Consultants & Speakers**

(Extracts from Johnson & Johnson Global Travel, Meetings and Expense Policy)

**Johnson & Johnson Travel & Meeting Services, or their designated agent, must be used to book all arrangements. This will ensure policy compliance and use of preferred rates. In relation to J&J AFFILIATE supporting an expense, it must have been agreed upon in writing beforehand and must be supported with original receipts.**

Travel must be closely related to the timing of the meeting. J&J AFFILIATE will not arrange for or reimburse travel expenses relating to side-trips, unrelated trip extensions or unnecessary stopovers. There can be no tickets purchased for spouses or guests. Any administration charges due to changes incurred by the recipient cannot be reimbursed.

J&J AFFILIATE is not responsible for providing insurance coverage.

Air Travel: Airfare must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. All flights will be in Economy Class.

Hotel Room: Hotel must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Category 4 stars and below permitted. Lodging should not be at resorts and spas. Bed and breakfast will be allowed, additional costs (telephone, mini-bar, etc.) will not be refunded.

Train: Train travel reservations must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Non-economy class train travel will be permitted when the cost of the travel does not exceed that of the lowest logical airfare to the same destination.

Ground Transportation: Taxicabs are an acceptable mode of local urban transportation (e.g. trips to the airport); however, consideration should be given to alternative services such as buses, tubes or local airport shuttles.

Car rental: Car rental must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Car rental will only be permitted when other suitable means of transportation are not available.

Use of Personal Vehicle: Can as part of travel on behalf of J&J AFFILIATE, under this agreement, be reimbursed in accordance with the prescribed rates approved by the local tax authorities, provided the total reimbursement of mileage will not exceed the cost of an airline or rail ticket.













# [1590726] Advisory Board / Focus Group Agreement

Final Audit Report

2021-05-07

Created:	2021-05-06
By:	J&J ICD System (icdsup@its.jnj.com)
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## "[1590726] Advisory Board / Focus Group Agreement" History

-  Document created by J&J ICD System (icdsup@its.jnj.com)  
2021-05-06 - 7:22:26 PM GMT- IP address: 199.65.128.85
-  Document emailed to Brit Sandgren (bsandgre@its.jnj.com) for signature  
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-  Document emailed to Rita O. Christensen (formand@lyle.dk) for signature  
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-  Email viewed by Brit Sandgren (bsandgre@its.jnj.com)  
2021-05-06 - 8:29:13 PM GMT- IP address: 212.10.66.230
-  Email viewed by Rita O. Christensen (formand@lyle.dk)  
2021-05-07 - 8:26:01 AM GMT- IP address: 5.186.126.56
-  Rita O. Christensen (formand@lyle.dk) entered valid password.  
2021-05-07 - 8:26:41 AM GMT
-  Document e-signed by Rita O. Christensen (formand@lyle.dk)  
Signature Date: 2021-05-07 - 8:31:35 AM GMT - Time Source: server- IP address: 5.186.126.56
-  Brit Sandgren (bsandgre@its.jnj.com) entered valid password.  
2021-05-07 - 1:18:46 PM GMT
-  Document e-signed by Brit Sandgren (bsandgre@its.jnj.com)  
Signature Date: 2021-05-07 - 1:20:53 PM GMT - Time Source: server- IP address: 212.10.66.230
-  Agreement completed.  
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