

## **Patient Organization Services Agreement**

This Agreement (hereinafter the "Agreement") is made by and between

JANSSEN-CILAG A/S, a company with offices at Bregnerødvej 133 2, DK-3460 Birkerød , Denmark, VAT no.: DK19248615;

(hereinafter "J&J AFFILIATE");

and

PROSTATAKRÆFTFORENINGEN PROPA, Jernbanegade 23 B, 4000 Roskilde, Denmark; Org. ID no.: DK28876343

Hereinafter referred to as the J&J AFFILIATE and Service Provider collectively the "Parties".

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

- 1.1 Service Provider hereby agrees to partner with J&J AFFILIATE for the following purposes:

Service Provider shall seek to appoint at least one qualified, interested and willing Patient Representatives to participate as a live speaker at the prostate cancer workshop and/or discuss a strategic direction focusing on prostate cancer and patients' needs; PROPA members are representing the patient perspectives

- 1.2 Ownership of Materials & Acknowledgement. Service Provider and Patient Representative hereby agree and acknowledge that J&J AFFILIATE shall be sole owner of the materials and other output created under this agreement, including any and all intellectual property rights to any recordings made in the course of the services provided hereunder (the "Materials"), and shall be free to use, modify, and publish the Materials as J&J AFFILIATE sees fit. The Parties however agree that Materials to be published or externally circulated shall acknowledge the collaboration with Service Provider in a manner that shall be agreed upon in writing by both Parties prior to publication.

- 1.3 These materials and/or presentations shall not contain any information of a promotional nature whatsoever and more generally, J&J AFFILIATE shall comply with all applicable rules on the advertising and promotion of prescription medicines to the public including the industry code of ethics in the context of such interaction(s).

## **Article 2: Compensation**

- 2.1 The services provided by Service Provider as described under Article 1 shall be remunerated at the fair market value rate of 0 DKK hour.
- 2.2 Time Commitment. The Parties shall jointly estimate and agree on the maximum time that shall be foreseen from the Patient Organization to provide the services described above and define a maximum time commitment.

At the time of signing, it is expected that Patient Organization shall be consulted for an estimated total time of 3 hours which is estimated at time of signing to be allocated as follows:

- The aim of the meeting is to discuss a strategic direction focusing on prostate cancer and patients' needs.
- 2.3 For the sake of clarity and transparency, Patient Representatives may be reimbursed for the modest/reasonable and documented expenses incurred in connection with the performance of the services expected under the Agreement, 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.
- 2.4 All payments made by J&J AFFILIATE under this Agreement shall be made to the Service Provider after the Services described under Article 1 have been provided, and within 45 days of being issued an invoice. Documentation shall be provided (e.g., receipts) to allow the reimbursement of the expenses referred to above (travel expenses of Patient Representatives).
- 2.5 Payment shall be made by bank transfer and only to a bank account held in the name of Service Provider in its 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 J&J AFFILIATE; (d) place and date of invoice; (e) brief description of services and expenses invoiced with date of service rendered; and (f) where value added tax (VAT) is applicable, statement of net amounts invoiced, VAT amount and gross amounts. In addition, the invoice shall include the total number of hours spent by the Service Provider for the meeting(s) arrangements and associated hourly rate as well as breakdown of time spent.

To facilitate all payments in respect of this Contract J&J AFFILIATE will use the following provided bank details:



### **Article 3: Term and Termination**

- 3.1 This Agreement shall commence as of the last date of signature here below and, unless sooner terminated as provided hereunder, shall continue in full force for until the Services as set forth in Article 1 have been fully rendered
- 3.2 Either party may terminate the Agreement on 30 days notice without cause.

### **Article 4: Confidentiality**

- 4.1 Neither Party intends to disclose any of its confidential information to the other Party in the performance, and during the term, of this Agreement. If a Party will disclose any of its confidential information, the Parties shall enter into a separate confidential disclosure agreement prior to any such disclosure.
- 4.2 Service Provider shall not disclose to J&J AFFILIATE, or induce J&J AFFILIATE to use, any confidential information belonging to others, including any other clients or former employers of Service Provider.
- 4.3 These provisions shall be applicable to Service Provider as well as Patient Representatives

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

- 5.1 Personal Data. J&J AFFILIATE needs to collect personal information from Service Provider, and J&J AFFILIATE and its affiliates will use such information, in order to manage J&J AFFILIATE's relationship with Service Provider 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 Service Provider's personal information to third-parties Service Providers, and parties engaged in the organization of events, including hotels and airlines. If Service Provider does not provide the personal information requested, J&J AFFILIATE will not be able to fulfill its obligations to Service Provider pursuant to this Agreement. Based on J&J AFFILIATE's legitimate interests, J&J AFFILIATE may use Service Provider'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.

Service Provider 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).

Service Provider may also lodge a complaint with a data protection authority for Service Provider'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 Service Provider's country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. Service Provider may obtain a copy of these measures by contacting J&J AFFILIATE's data protection officer responsible for Service Provider's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

J&J AFFILIATE will retain Service Provider'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 Service Provider; (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.

- 5.2 Transparency. In order to create appropriate transparency of the service, and in line with the applicable code(s) of practice, J&J AFFILIATE will make the existence of this agreement and details relating thereto publicly available at Janssen Denmark Website [www.janssen.com/denmar](http://www.janssen.com/denmar) and Organization explicitly agrees with such disclosure. More precisely, J&J AFFILIATE will make the following details publicly available:

- a) Date that the contract was executed;
- b) Name of the Service Provider;
- c) Country of the Service Provider;
- d) Web address of the Service Provider, if available;
- e) Description of the nature and the purpose of the contribution;
- f) Amount as contracted, if financial.

In addition, J&J AFFILIATE will also make copies of this contract available to interested parties upon their request.

J&J AFFILIATE is entitled to increase the level of details made publicly available to Service Providers either as required by applicable rules and legislation, or upon notice to Organization.

This article shall survive any termination of the Agreement.]

- 5.3 Compliance with Anti-Corruptions Laws. 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.
- 5.4 When making public statements, in writing or verbally, about a matter that is the subject of this Agreement, the Service Provider shall declare that Service Provider is a consultant to J&J AFFILIATE.

5.5 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's 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.

5.6 This Agreement shall be governed by Danish law and the Parties hereto hereby submit to the jurisdiction of the competent courts of Denmark

**5.7 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.

**For J&J AFFILIATE:**

Julie Brooker  
Julie Brooker (Jul 14, 2021 07:47 GMT+2)

Country Director

**For Service Provider:**

Tonny  
Tonny (Jul 14, 2021 10:38 GMT+2)

Chairman

**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.











# [1622661] Consultancy Agreement - for one time project

Final Audit Report

2021-07-14

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-  Document created by J&J ICD System (icdsup@its.jnj.com)  
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