

AGREEMENT WITH PATIENT ASSOCIATION

Project support

This Agreement is made by and between

JANSSEN-CILAG A/S, a company with its registered address at Bregnerødvej 133 2, DK-3460 Birkerød , Denmark, DK19248615 hereinafter "J&J Affiliate";

and

COLITIS-CROHN FORENINGEN, Nørregade 71-75 1.th, 5000 Odense C, Denmark, CVR: 21314307
hereafter referred to as "Organization"

J&J Affiliate and Organization are collectively referred to as "The Parties".

WHEREAS:

- J&J Affiliate is a research-oriented pharmaceutical company active in the development and marketing of medicinal products.
- Organization is a patient organization for patients and relatives with IBD
- Organization has asked J&J Affiliate to support one of its projects and J&J Affiliate has agreed to provide support under the terms of this agreement.

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

Article 1: Scope

1. Organization will carry out the Project for which J&J Affiliate will provide support and Organization shall ensure that the contribution is used in a professional and ethical manner consistent with this Agreement and applicable rules, legislation and code of practice. More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in **Annex 1**.
2. Organization will use the support provided by J&J Affiliate exclusively for the purpose of the Project.

Article 2: Support

1. The total amount of support that J&J Affiliate will provide for the Project amounts to **13950 DKK**.
2. Further details on the level and type of support, including payment method and timelines, are included in **Annex 1**.
3. Organization and J&J Affiliate acknowledge and agree that the support shall not obligate Organization to purchase, use, recommend, or arrange for the use of any products of J&J Affiliate.
4. EU and National legislation and codes of practice prohibiting the advertising of prescription-only medicines to the general public, apply. Organization and J&J Affiliate acknowledge and agree that J&J Affiliate shall not request, nor shall Organization undertake, the promotion of a particular prescription-only medicine.
5. Organization represents and warrants that it is a tax-exempt entity under the applicable laws and that it is authorized to accept support in the form of financial contribution or other support from private companies such as J&J Affiliate, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Organization will also keep J&J Affiliate regularly informed of its direct or indirect relationships with government officials and/or government authorities.
6. If any funds provided by J&J Affiliate to Organization under this Agreement remain upon completion of the Project, such surplus shall be refunded by Organization to J&J Affiliate within forty-five (45) days of completion of the project.

Article 3: Use of name and logo or other proprietary materials

1. J&J Affiliate is entitled to use the name and logo of the Organization under the following conditions: Only after agreement.
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: n/a
3. Organization will publicly recognize that J&J Affiliate provides support for the Project in the following manner: Publish collaboration on website.

Article 4: Transparency

1. In order to create appropriate transparency on the support to patient organizations by J&J Affiliate, 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/denmark 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 patient organization;
 - c) Country of the patient organization;
 - d) Web address of the patient organization, 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.

2. J&J Affiliate is entitled to increase the level of details made publicly available to patient organizations either as required by applicable rules and legislation, or upon notice to Organization.
3. This article shall survive any termination of the Agreement.

Article 5: Term and termination

1. This Agreement will take effect on the date when the last of the parties has signed, hereafter the Effective Date, and will remain in effect up until the completion of the Project
2. Both parties have the right to terminate this Agreement upon 2 months written notice notified by registered mail. The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in **Annex 1**.

Article 6: General Provisions

1. 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.

2. Personal Data

J&J AFFILIATE needs to collect personal information from the Organization, and J&J AFFILIATE and its affiliates will use such information, in order to manage J&J AFFILIATE's relationship with the Organization pursuant to this letter 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 the Organization's personal information to third-parties service providers, such as technology and marketing service providers, and parties engaged in the organization of events, including hotels and airlines. If the Organization does not provide the personal information requested, J&J AFFILIATE will not be able to fulfill its obligations to the Organization pursuant to this letter agreement. Based on the J&J AFFILIATE's legitimate interests, J&J AFFILIATE may use the Organization'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.

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

J&J AFFILIATE will retain the Organization'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 the Organization; (ii) whether there is a legal obligation to which J&J AFFILIATE is subject; and (iii) whether retention is advisable in light of the J&J AFFILIATE's legal position.

3. 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 Event'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.

4. Governing Law

This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.

5. Dispute Resolution

In case of any dispute arising out of or in connection with this Agreement, the Parties shall first attempt (in good faith) to reach an amicable settlement. Should such amicable settlement fail, the courts of Denmark shall have exclusive jurisdiction.

6. **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:



Tina Buhl (May 17, 2021 19:54 GMT+2)

Government & Public Affairs Lead

For ORGANIZATION:



Charlotte L. Nielsen (May 17, 2021 15:41 GMT+2)

Chairman off CCF Denmark

Annex 1: Project details

Article 1: The Company will support the Organizations travel, Accommodation etc to Folkemøde Møn 2021 as specified in the attachment.

Article 5: The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in Attachment 1.

Reporting:

Within 1 month from the activity, the organization will write a small report as proof of event. The report should consist of:

- A letter on the organization's own letterhead-paper, signed by them, where they explain how the grant/support was used and confirm that the grant/support (amount) has been used as agreed upon

And at least one of following:

- Final agenda/Advertisement/ Receipts of costs/ detailed financial accounting for use of the support

Those parts can be combined in the same document, but the content must align with the requirements.



COLITIS-CROHN FORENINGEN

Nørregade 71-75, 1.th. • 5000 Odense C • Tlf. 35 35 48 82
Reg-nr: 1551 konto: 4 666 666 • E-mail: info@ccf.dk • www.ccf.dk

Budget, Folkemødet Møn 2021

For 2 deltagere i 2 døgn fra CCF:

Overnatning	kr. 6.000,00
Transport	kr. 4.950,00
Forplejning	kr. 3.000,00
I alt	kr. 13.950,00

Udspecificering af kørsel:

Storebæltsbroen 1 bil med trailer retur: 750,- kr.

Kørsel – hente og aflevere materialer (maskotter mm.) i Odense fra Smørum, samt kørsel til og fra Møn:
4200,-

I alt: 4.950,- kr.

Bankdetaljer Colitis-Crohn Foreningen

Danske Bank
Holmens Kanal 2-12
1092 København K
Reg.nr. 1551
Konto 4666666
IBAN: DK75 3000 0004 6666 66
SWIFT: DABADKKK



COLITIS-CROHN FORENINGEN

Nørregade 71-75, 1.th. • 5000 Odense C • Tlf. 35 35 48 82
Reg-nr: 1551 konto: 4 666 666 • E-mail: info@ccf.dk • www.ccf.dk

Att: Tue Hansen
Janssen-Cilag A/S
Bregnerødvej 133
3460 Birkerød

Colitis-Crohn Foreningen vil gerne anmode Janssen-Cilag A/S om en donation pålydende 13.950 kr. så foreningen har mulighed for at deltage på Folkemøde Møn den 20. - 21. august 2021.

Pengene skal gå til dækning af CCFs deltagelse på Folkemødet Møn (så som overnatning, kørsel, forplejning m.m. for vores 2 repræsentanter).

CCF vil deltage ved de arrangementer, der vil kunne give os mere viden, øge synligheden og være der hvor tingene sker, for at kunne stil de rigtige spørgsmål, på det rigtige tidspunkt til de rigtige personer. Endvidere også at være med til fremadrettet, at kunne udbrede kendskabet til IBD samt kompleksiteterne, der er forbundet ved at have denne sygdom. Det er også på den måde, vi i CCF skaber faglige netværk, samt ligger kimen til kommende samarbejde.

Her er det ligeledes vigtigt for os, at kunne påpege, at IBD og IBS ikke skal ses som en indkapslet sygdom, men at der for mange af de IBD og IBS ramte, så kommer der desværre flere autoimmune sygdomme til.

På den måde vil det for CCF være det bedste vi kan gøre for vores medlemmer, samt yderligere kunne øge kendskabet til IBD og IBS og netværke med andre foreninger, politikere med flere.

Vi vil informere vores bagland om vores aktiviteter under Folkemøde Møn. Det gør vi igennem brug af Facebook, hjemmeside samt artikel i vores magasin.

Så derfor anmoder Colitis-Crohn Foreningen Janssen-Cilag A/S om at støtte os økonomisk, så vi kan være til stede på Folkemøde Møn som talerør for medlemmer, og derigennem sikre gode rammer i sundhedsvæsenet.

Både som patient men også som pårørende.

Hvis ovenstående skulle give anledning til spørgsmål eller andet, så står jeg selvfølgelig til rådighed.

På Colitis-Crohn Foreningens vegne.

Charlotte L. Nielsen
Landsformand











[1594171] Sponsorship - Other

Final Audit Report

2021-05-17

Created:	2021-05-17
By:	J&J ICD System (icdsup@its.jnj.com)
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"[1594171] Sponsorship - Other" History

-  Document created by J&J ICD System (icdsup@its.jnj.com)
2021-05-17 - 9:01:41 AM GMT- IP address: 199.65.128.86
-  Document emailed to Tina Buhl (tbuhl@its.jnj.com) for signature
2021-05-17 - 9:06:29 AM GMT
-  Document emailed to Charlotte L. Nielsen (formand@ccf.dk) for signature
2021-05-17 - 9:06:30 AM GMT
-  Email viewed by Charlotte L. Nielsen (formand@ccf.dk)
2021-05-17 - 1:36:12 PM GMT- IP address: 80.167.94.102
-  Charlotte L. Nielsen (formand@ccf.dk) entered valid password.
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