

## **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, VAT no.: DK19248615 hereinafter "**J&J AFFILIATE**";

and

PSORIASISFORENINGEN, Blekinge Boulevard 2, 2630 Taastrup, Denmark, Org. ID no.: ODK35850483 hereafter referred to as "**Organization**"

J&J AFFILIATE and Organization are individually referred to as a "**Party**", 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 active within Psoriasis.
- 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 **50,000.00 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: To be agreed upon.
2. In addition, J&J AFFILIATE is entitled to use the following proprietary materials of the Organization under the following conditions: To be agreed upon.
3. Organization will publicly recognize that J&J AFFILIATE provides support for the Project in the following manner: Mention support 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](http://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: Right of Use**

1. Organization 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 Organization 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 (analogous 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 Organization pursuant to this Agreement shall serve as sufficient consideration for granting of the Right of Use.

2. The Right of Use shall survive the termination of this Agreement. J&J AFFILIATE shall be entitled to assign or to sublicense in part or in full said Right of Use.
3. Organization warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Organization has obtained approval by third parties in order to grant said Right of Use to J&J AFFILIATE. Organization 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 7: 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.inj.com](mailto:jacdk@its.inj.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.inj.com](mailto:emeaprivacy@its.inj.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 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 2 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.

In case of early termination or cancellation by J&J Affiliate due to the abovementioned reasons, the Recipient will be reimbursed for any actual and documented costs, which are directly related to the Project and have been already

incurred and which cannot be recouped through cancellation policies. 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:**

Julie Brooker  
Julie Brooker (Oct 12, 2021 13:29 GMT+2)

Country Director

**For ORGANIZATION:**



Lars Werner (Oct 12, 2021 14:43 GMT+2)

CEO

**Annex 1: Project details**

*Article 1:* In relation to World Psoriasis Day 2021, the PAG will present their White Paper on better treatment of PSO. To ensure political and external focus on the white paper, the PAG has asked for support to 1) develop a one-pager on the white paper, 2) PR-outreach by agency and 3) Animations for social media on the white paper messages. The financial support from the company will be used for these activities.

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

**Payment method:**

J&J AFFILIATE shall pay the Support within 45 days of being issued an invoice. Payments shall be made by bank transfer and only to a bank account held in the name of the Party on Invoice. 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 the Organization in case the invoice needs to be addressed to its appointed agent instead of to J&J AFFILIATE.

**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.