

## **Patient 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 "JANSSEN");

and

DANSK MYELOMATOSE FORENING, Chairman Søren Dybdal, Fiolgade 21B, 3000 Helsingør, Denmark;

(hereinafter referred to as the "Service Provider"); JANSSEN and Service Provider collectively the "Parties").

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

- 1.1 Service Provider hereby agrees to partner with JANSSEN for the following purposes: To share patient association perspectives in regards to patient engagement during Janssen DK virtual internal launch event of the book 'When cancer changed my life – Decisions and choices' on September 30<sup>th</sup> 2020.

### **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 **600 DKK/hour**.
- 2.2 Time Commitment. The Parties shall jointly estimate and agree on the maximum time that shall be foreseen from the Patient Representative to provide the services described above and define a maximum time commitment.

At the time of signing, it is expected that the Patient Representative shall be consulted for an **estimated total time of 2 hours** which is estimated at time of signing to be allocated as follows:

- 1 hour is dedicated for preparation
  - 1 hour is dedicated for service
- 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 JANSSEN (attached hereto in **Annex 'Travel & Expense Policy'**). All travel arrangements for air, rail, lodging and car rental must be booked by Janssen.
  - 2.4 All payments made by JANSSEN 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 JANSSEN; (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 JANSSEN will use the following provided bank details:

ACCOUNT Name: DANSK MYELOMATOSE FORENING  
CVR nr.: 27554687

### **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 until September 30<sup>th</sup> 2020.
- 3.2 Either party may terminate the Agreement on 30 days of 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 JANSSEN, or induce JANSSEN to use, any confidential information belonging to others, including any other clients or former employers of Service Provider.

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

- 5.1 Personal Data. JANSSEN needs to collect personal information from Service Provider, and JANSSEN and its affiliates will use such information, in order to manage JANSSEN'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"). JANSSEN 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, JANSSEN will not be able to fulfill its obligations to Service Provider pursuant to this Agreement. Based on JANSSEN's legitimate interests, JANSSEN 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 JANSSEN with questions or request to review the personal information JANSSEN 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 JANSSEN's data protection officer responsible for Service Provider's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

JANSSEN 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 JANSSEN has an ongoing relationship with Service Provider; (ii) whether there is a legal obligation to which JANSSEN is subject; and (iii) whether retention is advisable in light of JANSSEN's legal position.

- 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 JANSSEN.
- 5.5 This Agreement shall be governed by Danish law and the Parties hereto hereby submit to the jurisdiction of the competent courts of Denmark.
- 5.6 *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 JANSSEN:**

**For Service Provider:**

Janssen Nordic Travel & Expense Policy Annex 20190814/v.02

Date: *03 December 2020*

**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.