

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

COLITIS-CROHN FORENINGEN, Nørregade 71-75 1.th, 5000 Odense C, Denmark, CVR 31441226, 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 "*Colitis-Crohn Foreningen er en patientforening for tarmsyge med lokalafdelinger over hele landet. Foreningen arbejder for oplysning, forskning og bedre vilkår for personer, der lider Crohn's sygdom, colitis ulcerosa, mikroskopisk kolit, galdesyreidiar, irriteret tyktarm og andre relaterede tarmsygdomme. Over 55.000 danskere er ramt af inflammatoriske tarmsygdomme. Sammen med irriteret tyktarm har op imod 1 million danskere ondt i tarmene..*"
- 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 16,334.58 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. Organization will publicly recognize that J&J AFFILIATE provides support for the Project in the following manner: write it on their webpage.

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 7: 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 8: 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 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 5 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:

Mikkel Johansen

Electronically signed by: Mikkel Johansen
Reason: I acknowledge that my electronic
signature is the legally binding equivalent
for my handwritten signature
Date: Sep 26, 2023 12:33 GMT+2

Head of Access & Policy

For ORGANIZATION:

Jakob Hansen

Electronically signed by: Jakob Hansen
Reason: I acknowledge that my
electronic approval is legally binding
Date: Sep 27, 2023 10:11 GMT+2

Country Chairman

Annex 1: Project details

From: Jens Christiansen <jtc@ccf.dk>
Sent: 24. august 2023 12:12
To: Zeidler, Anders [JACDK] <AZeidler@ITS.JNJ.com>
Cc: Hessellund, Gitte christina [JACDK] <GHessell@ITS.JNJ.com>
Subject: [EXTERNAL] Sponsorat vedr. patientpjecer

Kære Janssen

CCF forespørger hermed Janssen om et sponsorat pålydende på i alt: 16.334.58DKK
Sponsoratet er til dækning af print af 6.000 patientpjecer omkring intimitet og IBD.
4.500 pjecer bliver vedlagt CCF medlemsmagasin til november og 1.500 til anden distribution via CCF.

Patientpjecen er udarbejdet af sygeplejerske Rikke Edelbo og Louise Faurskov Møller fra Nationalt Center for Autoimmune Sygdomme (NCAS), Aarhus Universitetshospital.
NCAS ejer rettighederne til patientpjecen og har skriftligt givet godkendelse til distribution af patientpjecen til CCF.
Se vedhæftet mailkorrespondance "CCF og pjecer".

Tag endelig at i mig, hvis der er spørgsmål eller noget der skal uddybes.

Med venlig hilsen
Jens Christiansen

Sekretariatet
Colitis-Crohn Foreningen - www.ccf.dk
Nørregade 71-75, 1.th.
5000 Odense C

Tlf : +45 3535 4882
E-mail: jtc@ccf.dk



Jens Christiansen

Fra: Hesselund, Gitte christina [JACDK] <G.Hessel@ITS.JNJ.com>
Sendt: 24. august 2023 10:39
Til: Jens Christiansen
Emne: FW: CCF og pjecer

Mail korrespondance med godkendelse fra NCAS

From: Benthe Bertelsen <benthe@ccf.dk>
Sent: 12. juni 2023 15:49
To: Hesselund, Gitte christina [JACDK] <G.Hessel@ITS.JNJ.com>
Cc: Rikke Edelbo <rikke.edelbo@rm.dk>; Louise Faurskov Møller <louisras@rm.dk>; Vera Slyk <vera@ccf.dk>
Subject: [EXTERNAL] SV: CCF og pjecer

WARNING: This email originated from outside the company. Do not click on links unless you recognize the sender and have confidence the content is safe. If you have concerns about this email, report it by clicking on the "Report Suspicious Email" button in the Outlook toolbar above.

Kære Rikke og Louise,

Tusinde tak for tilladelse, at CCF må omdele jeres brochure.

CCF vil stadigvæk meget gerne lave en artikel, der trykkes i CCF's magasin. Næste magasin nr. 132 der udsendes i november 2023 bærer temaet velvære, så er oplagt, at brochuren kommer med ud der. Vi kan godt lave en artikel samtidig, hvis I synes det vil være godt, at den følger brochuren – ellers kan vi lave artiklen til første magasin i 2024 ? Vi laver 4 magasiner om året.

Men det kan vi aftale nærmere efter ferie, både Vera og jeg følger denne sag. Vi prøver dog, at holde ferie fra d.d. og frem til 03.07.2023, men der skulle også være god tid, selv hvis vi beslutter artikel følger brochuren.

God ferie og sommer.

Med venlig hilsen / Best regards

Vera Slyk og Benthe Bertelsen

Næstformand
 Colitis – Crohn Foreningen
 Patientforening for tarmsyge
 Nørregade 71-75
 5000 Odense C
www.ccf.dk



Fra: Hesselund, Gitte christina [JACDK] <GHessell@ITS.JNJ.com>
Sendt: 12. juni 2023 15:11
Til: Benthe Bertelsen <benthe@ccf.dk>
Cc: Jakob Hansen <jormand@ccf.dk>
Emne: FW: CCF og pjecer

Godkendelse fra NCAS

From: Rikke Edelbo <rikke.edelbo@rm.dk>
Sent: 9. juni 2023 15:37
To: Hesselund, Gitte christina [JACDK] <GHessell@ITS.JNJ.com>
Cc: Louise Faurskov Møller <louisras@rm.dk>
Subject: [EXTERNAL] CCF og pjecer

Hej Gitte.

Jeg går på ferie i dag. Ved ikke hvem i CCF foreningen jeg skal sende informationen til. Vil du videresende.

Kære CCF.

På vegne af NCAS giver Louise og jeg hermed tilladelse til at der i et af de kommende CCF blade lægges vores pjece om Seksualitet.

I har spurgt til en artikel omkring vores arbejde med seksualitet i NCAS og pjecens tilblivelse. Vi synes begge det kunne være optimalt at denne artikel blev lavet i forbindelse med at pjecen bliver sendt ud. Det er ikke afgørende at det bliver i samme blad, men en tanke vi begge synes godt om.

Vores mål er at så mange som muligt får gavn af pjecen.

Pjecen må i gerne deles på anden vis til jeres medlemmer, kunne forstå i også sender noget ud on-line.

Louise er med cc. på denne mail og er der noget akut er i velkommen til at kontakte hende ellers er jeg til bage om knap 14 dage.

Mvh Rikke

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.

[The following must be included, and adapted, if invoicing will be performed via Organization's intermediary (e.g., event organizer): The Support shall be paid to the Organization's intermediary [Name of Intermediary] ("Intermediary") acting on behalf and for the account of the Organization in the setting up and facilitation of the Project subject to the Support. The Organization must be mentioned on the invoice from the Intermediary. J&J AFFILIATE shall not be involved and/or be otherwise responsible in the further/subsequent dealings as between the Organization and the Intermediary.

Invoicing will be performed via the Intermediary:
[Name, address, VAT-number of Intermediary]]

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.











[1963535] Sponsorship - Other


Final Audit Report

2023-09-27


Created:	2023-09-26
By:	J&J ICD system (icdsup@its.jnj.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX04q0p2CVM8SuEHOFJtdagJhHSs-iqZR

"[1963535] Sponsorship - Other" History

-  Document created by J&J ICD system (icdsup@its.jnj.com)
2023-09-26 - 9:36:48 AM GMT
-  Document emailed to Mikkel Johansen (mjohan12@its.jnj.com) for signature
2023-09-26 - 9:37:43 AM GMT
-  Document emailed to formand@ccf.dk for signature
2023-09-26 - 9:37:43 AM GMT
-  Email viewed by Mikkel Johansen (mjohan12@its.jnj.com)
2023-09-26 - 10:30:54 AM GMT
-  Mikkel Johansen (mjohan12@its.jnj.com) authenticated with Adobe Acrobat Sign.
Challenge: The user opened the agreement.
2023-09-26 - 10:32:13 AM GMT
-  Mikkel Johansen (mjohan12@its.jnj.com) authenticated with Adobe Acrobat Sign.
Challenge: The user completed the signing ceremony by clicking on 'Click to Sign' button.
2023-09-26 - 10:33:23 AM GMT
-  Mikkel Johansen (mjohan12@its.jnj.com) has agreed to the terms of use and to do business electronically with JOHNSON AND JOHNSON SERVICES, INC.
2023-09-26 - 10:33:24 AM GMT
-  Document e-signed by Mikkel Johansen (mjohan12@its.jnj.com)
Signing reason: I acknowledge that my electronic signature is the legally binding equivalent for my handwritten signature
Signature Date: 2023-09-26 - 10:33:24 AM GMT - Time Source: server
-  Email viewed by formand@ccf.dk
2023-09-27 - 8:02:08 AM GMT
-  formand@ccf.dk entered valid password assigned by the sender.
2023-09-27 - 8:02:46 AM GMT

 Signer formand@ccf.dk entered name at signing as Jakob Hansen

2023-09-27 - 8:11:13 AM GMT

 Jakob Hansen (formand@ccf.dk) has agreed to the terms of use and to do business electronically with JOHNSON AND JOHNSON SERVICES, INC.

2023-09-27 - 8:11:15 AM GMT

 Document e-signed by Jakob Hansen (formand@ccf.dk)

Signing reason: I acknowledge that my electronic approval is legally binding

Signature Date: 2023-09-27 - 8:11:15 AM GMT - Time Source: server

 Agreement completed.

2023-09-27 - 8:11:15 AM GMT