

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

PSORIASISFORENINGEN, Blekinge Boulevard 2, 2630 Taastrup, Denmark, 81 93 53 19 , 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/a humanitarian association. They work to spread knowledge about psoriasis and psoriatic arthritis as well as to support and improve the conditions for the more than 200,000 Danish psoriasis patients and their relatives.
- 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 25,075.00 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: Logo will be used in ads related to patients in 5 releases. See ANNEX I
2. Organization will publicly recognize that J&J AFFILIATE provides support for the Project in the following manner: paying for patient related ad in membership magazine.

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: Confidentiality

1. During the execution of this Agreement, Organization may have access to certain Confidential Information of J&J AFFILIATE. Confidential Information shall mean all confidential or proprietary information and materials related to the subject matter of this Agreement and all related trade secrets, know-how, formulations, techniques, methodology equipment, data reports, computer software and information regarding sources of supply, patent positioning, business plans and the existence, scope and activities of any research, developments, manufacturing, marketing or other projects of J&J AFFILIATE. Information shall not be considered confidential unless it is reduced

to writing and marked "CONFIDENTIAL." An oral disclosure shall only be considered confidential if it is reduced to writing and sent to Organization within 30 (thirty) days after the oral disclosure.

2. Organization shall not make any commercial or other use of the Confidential Information other than for the purpose of this Agreement without the prior written consent of J&J AFFILIATE. Organization shall disclose or deliver Confidential Information only to persons within its organization who have a need to know for the performance of their duties and who are bound by obligations of secrecy no less strict than those set out herein. Organization shall notify J&J AFFILIATE promptly of its knowledge of any unauthorized use or disclosure of Confidential Information.
3. Organization shall not disclose, communicate or in any way divulge any Confidential Information to any other person or entity outside its own organization, or permit or suffer its members to do so. Organization shall use the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent disclosure of its own confidential or proprietary information.
4. Notwithstanding the provisions of this article, Organization may use or disclose Confidential Information to the extent Organization can demonstrate, by clear and convincing evidence that such Confidential Information:
 - at the time of disclosure to Organization is generally available to the public, or after such disclosure becomes generally available through no wrongful act of Organization,
 - is rightfully in the possession of Organization prior to the time of disclosure,
 - is disclosed by Organization in order to comply with the requirements of applicable law or governmental regulations, provided Organization gives J&J AFFILIATE prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent,
 - is independently developed by Organization without the aid, application or use of the Confidential Information received from J&J AFFILIATE.
5. Organization agrees that J&J AFFILIATE is and shall remain the exclusive owner of the Confidential Information and all patents, copyright, trade secret, trademark, know how and other intellectual property rights therein. No license or conveyance of any such rights to Organization is granted or implied under this Agreement.
6. Upon termination of this Agreement or at the request of J&J AFFILIATE, Organization shall promptly deliver to J&J AFFILIATE all data, memoranda and other tangible manifestations of, and all materials consisting of Confidential Information (and all copies and reproductions thereof).
7. All obligations of confidentiality under this Agreement shall terminate ten (10) years from the date of the end of the Agreement.

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 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.

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

Mikkel Johansen (May 30, 2022 12:47 GMT+2)

Head of Market Access and Public Affairs

For ORGANIZATION:

Susanne Rasmussen

Susanne Rasmussen (May 30, 2022 13:44 GMT+2)

Accountant

Annex 1: Project details

Increase disease awareness and collaboration with the organization.



DERMATOLOGY
GASTROENTEROLOGY
RHEUMATOLOGY

**JANSSEN IN
IMMUNOLOGY**

FOR THE
PEACE
WITHIN

We're creating a future
where auto-immune disease
is a thing of the past

CP-122683 29.10.2019

janssen  Immunology
PHARMACEUTICAL COMPANIES OF *Johnson & Johnson*

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 Support shall be paid to the Organization's intermediary FL Reklame ("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:
FL Reklame
Agerbakken 21, 8362 Hørning Tlf. 86 91 46 77
CVR: CVR 72803116

E-mail: info@hud-helse.dk
Udgiver: Psoriasisforeningen Blekinge Blvd. 2, Taastrup

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.

