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# Patient Organisation Fee for Service

This Agreement is made by and between

**JANSSEN-CILAG A/S**, a division of Johnson & Johnson, a company with its registered address at Bregnerødvej 133 2, DK-3460 Birkerød, Denmark, *CVR* 19248615

(hereinafter "J&J AFFILIATE");

and

PSORIASISFORENINGEN, Blekinge Boulevard 2, 2630 Taastrup, Denmark Direktør Lars Werner (hereinafter the Consultant);

J&J AFFILIATE and Consultant, collectively the "Parties".

## Article 1: Scope of Services

- 1.1 Consultant agrees to participate in a planning-workshop for and participation in the debate meeting with the topic: Personalized Medicine and autoimmune diseases at Folkemødet 2018 for J&J AFFILIATE for the purpose of evaluating, discussing and advising the J&J AFFILIATE regarding the debate meeting at Folkemødet. Facilitated by LEAD Agency, sponsored by Janssen and with participation in the workshop and debate meeting are: Gigtforeningen, Psoriasisforeningen and Colitis-Crohnforeningen. (the "Consulting Services") involving
- 1.2 Consultant agrees to devote his best diligent efforts to provide the Consulting Services as requested by J&J AFFILIATE, including responding to surveys or other questions prior to or as part of the meeting. If requested by the J&J AFFILIATE, Consultant shall provide the J&J AFFILIATE with a written summary of his advice or comments regarding specified issues for which Consulting Services were provided. Nothing herein shall require Consultant to provide any patient-identifiable information to the J&J AFFILIATE.
- 1.3 The date, time and location of the meeting are as follows:
  Discussions started February 6<sup>th</sup> 2018
  Actual Location: Folkemødet, Meningsministreriet, Allinge, June 15<sup>th</sup> 2018

## Article 2: Remuneration

2.1 In consideration for the above services (Article 1), J&J AFFILIATE or its appointed agent shall pay, within 45 days of being issued confirmation that service was performed, a service fee in the gross amount of **0.00 DKK**. Issuance of payment request and pertaining payment can only occur after the Consulting Services have been delivered. Additionally, J&J AFFILIATE or its appointed agent shall reimburse the Consultant for any reasonable and documented out-of-pocket expenses incurred by Consultant which are related to the Consulting Services, provided that such out of pocket expenses are consistent with the reimbursement policy of J&J



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AFFILIATE (attached hereto in Annex 'Travel & Expense Policy'). All travel arrangements for air, rail, lodging and car rental must be booked by J&J AFFILIATE. Payments shall be made by bank transfer and only to a bank account held in the name of the Party on Payroll in Party's country of residence. Service performed form is obtained by J&J AFFILIATE and completed in accordance with instructions.

- 2.2 Where the service provided pursuant to Article 1 of this Agreement is considered taxable personal income, the above gross amount (Article 2.1) is the total fee paid by J&J AFFILIATE and tax is withdrawn in line with tax law in Denmark. Consultant shall be solely responsible for the proper treatment and declaration of due taxes with regard to invoiced amounts.
- 2.3 The Parties acknowledge and agree that the above remuneration and compensation represents the fair market value for the Consulting Services, has not been determined in a manner that takes into account the volume or value of any business otherwise generated between J&J AFFILIATE and Consultant, and shall not obligate Consultant to purchase, use, recommend, or arrange for the use of any product of J&J AFFILIATE or its affiliates.

Any and all payments under this Agreement will be made to the following account:

### Article 3: Confidentiality/Return of Documents

- 3.1 In preparation for making the Consulting services, J&J AFFILIATE may provide Consultant with information concerning J&J AFFILIATE including, without limitation, information regarding existing or contemplated J&J AFFILIATE products, processes, techniques, or know-how, that is confidential or proprietary and the disclosure of which would cause irreparable injury to J&J AFFILIATE (collectively, the "Confidential Information"). Consultant as receiving party (hereinafter a "Receiving Party") agrees not to disclose the Confidential Information to any person unless Receiving Party has received prior written authorization from J&J AFFILIATE. Additionally, upon termination or expiration of this Agreement for any reason or upon the request of J&J AFFILIATE, Receiving Party shall promptly return to J&J AFFILIATE all originals and copies of documents or other materials constituting or containing Confidential Information. Receiving Parties' obligations regarding the Confidential Information shall survive termination or expiration of this Agreement.
- 3.2 Where J&J AFFILIATE has provided Consultant with documents related to or necessary for the performance under this agreement, Consultant undertakes to properly store such documents and not to allow third parties to access such documents. Consultant shall return such documents to J&J AFFILIATE after completion of the Consulting services, and thus upon expiry of this Agreement.

## Article 4: Copyright/Publications

4.1 Consultant 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



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or products which are created by Consultant 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 (analogue 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 Consultant pursuant to Article 2 shall serve as sufficient consideration for granting of the Right of Use.

- 4.2. The Right of Use shall survive the termination of this Agreement. J&J AFFILIATE shall be entitled to assign or to sublicense said Right of Use. J&J AFFILIATE may assign its Right of Use or sublicense it in part of in full to an affiliate of J&J AFFILIATE.
- 4.3 Consultant warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Consultant has obtained approval by third parties in order to grant said Right of Use to J&J AFFILIATE. Consultant 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 5: General Provisions

5.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any promise, agreement or consent on the subject matter hereof made between the Parties hereto by officers or employees of the Parties before the execution of this Agreement. No modification of this Agreement shall be binding upon either Party, unless approved in writing by authorized representatives of each of the Parties.

## 5.2 <u>Anti-Corruption Compliance Provision</u>

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.

## 5.3 Approval

Where the provision of the Consulting services by Consultant is subject to professional and/or employment rules requiring approval by professional organization and/or employer, Consultant warrants that he shall obtain such approval prior to delivering the Consulting services. Upon request by J&J AFFILATE, Consultant shall provide without delay written evidence of the relevant approval(s). Furthermore Consultant agrees that J&J Affiliate may disclose the



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existence and content of this Agreement to the relevant professional organization and/or employer and/or relevant institution or government entities where the Consultant is active.

If permitted by local laws, regulations and Consultant's contractual obligations, Consultant shall notify J&J AFFILIATE if Consultant attains a position to influence purchasing decisions of a government entity or a health-care-related institution owned or substantially controlled by a government or public body. Such purchasing decisions may relate, for instance, to tenders issued by health authorities or decisions of formulary committees of public hospitals. In case of such notification by Consultant, J&J AFFILIATE has the right to terminate this Agreement with immediate effect by written notice. Where such notification to J&J AFFILIATE is not permitted by local laws, regulations or Consultant's contractual obligations, Consultant shall notify the purchase decision-maker in said government entity, institution or hospital of Consultant's financial relationship with J&J AFFILIATE before any purchasing decision is made.

## 5.5 <u>Data privacy provisions</u>

In order to fulfill the purpose of this Agreement, J&J AFFILIATE might need to share the Consultant's personal data with any third parties providing support services, such as travel agencies, hotels, event organizers, etc. This might involve transferring Consultant's data to third countries where those third parties might be located, as well as to J&J affiliates of J&J AFFILIATE located in those countries, where data protection standards might vary from those applicable in the Consultant's country. Consultant's personal data will be processed by J&J AFFILIATE, its affiliates and the third parties providing support for the services defined in this Agreement with the adequate privacy safeguards to protect the personal data provided and only for the purposes of this Agreement.

# 5.6 <u>Transparency & Disclosure of transfers of value</u>

Transparency of Collaboration between Health Care Professionals and Medical Device Companies or Pharmaceutical Industries

According to the applicable Danish legislation, doctors, dentists and pharmacists must notify or seek permission from the Danish Medicines Agency ('Lægemiddelstyrelsen') when collaborating with a Pharmaceutical Company or a Medical Device Company. Nurses only need to notify or seek permission when working with a Medical Device Company. Danish Medicines Agency publishes information about collaborations on a list on its website. The legislation and associated guidelines are available on the website of the Danish Medicines Agency, www.dkma.dk.

5.7 Consultant shall declare that Consultant is a consultant to J&J Affiliate whenever Consultant writes or speaks in public about a matter that is the subject of this Agreement.

## 5.8 Governing law and jurisdiction

This Agreement shall be governed by the law of Denmark and the Parties hereto hereby submit to the jurisdiction of the competent court of Denmark.



## 5.9 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:

Signature: Inger Sandberg

Email: isandber@its.jnj.com

CONSULTANT: Public Affairs Leader

Signature: L. F. Werner Mar 9, 2018)

Email: lw@psoriasis.dk

Title: CEO