

## PATIENT ASSOCIATION PROJECT COLLABORATION AGREEMENT

This Agreement is made by and between

Janssen-Cilag AS, a company with a registered address at Bregnerødvej 133, 3460 Birkerød, hereafter referred to as “Janssen”;

and

Psoriasisforeningen, a not for profit legal entity with a registered address at Blekinge Boulevard 2, 2630 Taastrup, Denmark, hereafter referred to as “PO”.

Janssen and PO are collectively referred to as “The Parties”.

### WHEREAS:

- Janssen is a research-oriented pharmaceutical company active in the development and marketing of medicinal products
- PO is an independent, humanitarian association providing support for their 5000 members with psoriasis- and psoriatic arthritis patients and their relatives. Focus area: create contacts and networks between psoriasis patients, keep members up to date on the current debate, the latest treatments, the latest research as well as the political and health professional initiatives. Mouthpiece to doctors, authorities, media, labor and the public and raise awareness about psoriasis
- PO and Janssen will collaborate to conduct the project described herein under the terms of this agreement.

### THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

#### **Article 1: Scope**

1. PO and Janssen will carry out the project described in Attachment 1 (the “Project”) jointly, and both Parties shall ensure that the Project is carried out in a professional and ethical manner consistent with this Agreement and applicable rules and legislation. More details on the Project (including the objective, roles and responsibilities of both parties, contact persons, outputs, reporting and timelines) are included in Attachment 1.

**Article 2: Support**

1. The parties hereby agree that no funds will be transferred between the parties for the purpose of the Project, and that each party shall be responsible for any contractual arrangements with any third parties engaged in the conduct of the Project, including but not limited to payments to such third parties, and that such contractual arrangements be in accordance with the budget, division of costs, and timelines, as described in Attachment 1.
2. PO and Janssen acknowledge and agree that this collaboration and Project shall not obligate PO to purchase, use, recommend, or arrange for the use of any products of Janssen.
3. PO 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 Janssen, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Janssen is required to comply with United States laws and regulations, including but not limited to the Foreign Corrupt Practices Act (FCPA), and may be required to account for its direct and indirect interactions with government officials and/or government authorities. Therefore, upon the request of Janssen, PO shall provide Janssen with detailed information of its direct and/or indirect relationships with government officials and/or government authorities.

**Article 3: Use of name and logo or other proprietary materials**

1. PO will publicly recognize this collaboration with Janssen.
2. Janssen may use the logo and name of the PO in relation to this collaboration only.

**Article 4: Transparency**

1. In order to create appropriate transparency on the support to, and collaboration with, patient organizations by Janssen, and in line with the applicable code(s) of practice, Janssen will make the existence of this agreement and details relating thereto publicly available (for example, on the internet) and PO explicitly agrees with such disclosure. More precisely, Janssen 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 collaboration;
- f) Amount as contracted, if financial.

In addition, Janssen will also make copies of this contract available to interested parties upon their request.

2. Janssen 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 PO .
3. This article shall survive any termination of the Agreement.

#### **Article 5: Term and termination**

1. This Agreement takes effect as of the last signature, 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 herein.

#### **Article 6: General Provisions**

1. 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. GDPR, Data Privacy Clause**

Janssen needs to collect personal information from PO and PO employees participating to the work defined in the this Appendix (“PO personal information”), and Janssen and its affiliates will use such information, in order to manage Janssen’s relationship with PO 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 PO’s personal information to third-parties service providers, and parties engaged in the organization of events, including hotels and airlines for the necessary parts to carry out services defined in this Appendix. If PO does not provide the personal

information requested, Janssen will not be able to fulfill its obligations to PO pursuant to this Agreement. Based on Janssen's legitimate interests, Janssen may use PO's personal information to compile statistical data based on the information in Janssen databases, as well as on surveys, customer feedback questionnaires, and similar communications.

PO 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: Janssen-Cilag A/S Denmark, [jacdk@its.jnj.com](mailto:jacdk@its.jnj.com) PO may also lodge a complaint with a data protection authority for PO's country or region.

The use and disclosure of personal information may involve a transfer to other jurisdictions than PO's country, including the U.S., which may provide for different data protection rules than in PO's country. Appropriate contractual and other measures by J&J are in place to protect PO's personal information if it is transferred. PO may obtain a copy of these measures by contacting Janssen's data protection officer responsible for PO's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

Janssen will retain PO'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 PO; (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.

3. This Agreement shall be governed by and construed under the laws of Denmark, without reference to the conflict of law rules.
4. 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.

Drawn up in two (2) original copies in Birkerød  
Both parties acknowledge having received a signed copy.

FOR Janssen-Cilag AS

Name: Inger Sandberg

Title: Nordic Senior Project Leader

Date: 22-11-2018

FOR Psoriasisforeningen

Name: Lars Werner

Title: Director

Date: Oct 19, 2018

## **Attachment 1: Project details**

### **Project brief**

**Project purpose:** Two patients tell their story from they got the diagnosis Psoriasis and Psoriasis Arthritis to when they felt well-treated in a short video each with the focus associated and linked to personalized medicine.

**Project description:** Janssen will in the agenda for Personalized Medicine awareness post small videos of patients telling their story at the Janssen Nordic YouTube channel, at the Janssens Danish website [www.Janssen.com/denmark](http://www.Janssen.com/denmark) and Twitter profil.

**Responsibilities regarding contracting other parties e.g. speakers, consultants or meeting organizers:** Janssen is responsible for contracting the participating patient. No Fee paid from Janssen to Psoriasisforeningen or patients participating. LEAD Agency will take care of the filmproduction and all expenses in connection to the this incl. budget for transportation for LEAD Agency to the patients home (Sealand and Fyn).

**PR/Advertising:** The videos will be owned by Janssen Denmark and will be posted on the Janssen Nordic YouTube channel and [Janssen.com/denmark](http://Janssen.com/denmark). Psoriasisforeningen will be posted in the end of both videos with logo and link to their website and are allowed to use the videos on their own digital channels by linking out to the Janssen Nordic YouTube channel or [Janssen.com/denmark](http://Janssen.com/denmark).

**Participation notice:** Psoriasisforeningen will help Janssen recruiting 2 patientens with one with Psoriasis and one with Psoriasis Arrthritise from their network to participant in the two videofilms in the periode between November 15.th-December 20.th 2018. Psoriasisforeningen allow Janssen to post in the end of the video to their logo and link to their website.

### **Contact persons**

Psoriasisforeningen: Director Lars Werner  
Janssen: Public Affairs Manager Anne-Sofie Marcher

### **Outputs**

#### **Reporting**

Janssen will post the video at the Janssen Nordic youtube channel, at Janssens Danish website [www.Janssen.com/denmark](http://www.Janssen.com/denmark) and at Janssen Danish Twitter profil. Colitis -Crohn Foreningen are allowed to use the video on their own digital channels by linking out to the Janssen Nordic youtube channel or [Janssen.com/Denmark](http://Janssen.com/Denmark).

### **Timelines**

N/A