

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.: 19248615 hereinafter "J&J Affiliate";

and

COLITIS-CROHN FORENINGEN, Nørregade 71-75 1.th, 5000 Odense C, Denmark, hereafter referred to as "Organization"

J&J Affiliate and Organization are 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;
- The Colitis-Crohn Association has approximately 5,500 members and the primary focus is intestinal diseases as Morbus Crohn, Ulcerative Colitis, Microscopic Colitis and Irritable Colon, and a wide range of related intestinal diseases. The association works for: supporting scientific research, improve colitis-crohn (and other related intestinal diseases) conditions, spreading awareness of the diseases, thereby creating an understanding of the colitis-crohn affected condition, as well as other related intestinal disorder. Furthermore, to support a nationwide structure of the association's work and to participate in Nordic and other international cooperation.;
- 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 Attachment 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 5,000.00 DKK.
2. Further details on the level and type of support, including payment method and timelines, are included in Attachment 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.

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: Publication on the Colitis-Crohn Association's website

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 Attachment 1.

Article 6: General Provisions

1. 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. Privacy

The Parties, in order to fulfil the purpose of this Agreement, might need to collect and process personal data. The Parties shall ensure in this respect that the personal data collected and processed for the purpose of this Agreement shall be collected and processed with the adequate privacy safeguards to protect the personal data received and only for the purposes of this Agreement.

If Organization collects and/or processes personal data, Organization is responsible for ensuring to obtain the consent required in accordance with the Danish Act on Processing of Personal Data (Act no. 429 of 31 May 2000) in force from time to time to record, store and process data.

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.
5. **Electronic Signatures** **[Remove this clause if signing with pen on paper]**
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:



PublicAffairsManager

Apr 12, 2019

For ORGANIZATION:

Charlotte L. Nielsen

[Charlotte L. Nielsen \(Apr 13, 2019\)](#)

Chairman

Apr 13, 2019

Attachment 1: Project details

Article 1: 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.

Support for the Colitis-Crohn Association (CCF) to optimize their Facebook post at World IBD day May 19.th 2019, buying FB marketing to expand the target group.

CCF contact person: Landsformand Charlotte Nielsen

Janssen contact person: Public Affairs Manager Anne-Sofie Marcher

Article 2: Further details on the level and type of support, including payment method and timelines, are included in Attachment 1.

Article 5: The respective rights and obligations of both parties in case of early termination of the Project or this Agreement are included in Attachment 1.

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.

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

**BANK DETAILS MUST
BE INCLUDED IN
EVERY AGREEMENT**