

Update: October 2011 version: 2011/10-v.02

AGREEMENT WITH PATIENT ASSOCIATION

Grant – financial 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, hereafter referred to as "J&J Affiliate";

and

LYLE LYMFEBKRÆFT OG LEUKÆMI, Banetoften 26, 4700 Næstved, 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 incl. hematological cancers;
- Organization is an organization to support patients with Blood Cancers and their relatives.
- Organization has asked J&J Affiliate to provide support for its activities in the year 2018 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: Support

1. For 2018 J&J Affiliate will provide support to Organization in the amount of 60,000.00 DKK.
2. The amount will be wire transferred within 45 days of the signature of this agreement on the following account:

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



3. Organization shall ensure that the support is used in a professional and ethical manner to further its purpose as described in its by-laws and consistent with this Agreement and applicable rules and legislation. Organization shall inform J&J Affiliate on a regular basis, and at least two times per year or upon request, on how the support is used in general.
4. 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.
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 2: 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: N.A.
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: N.A.
3. During the year 2018 Organization will publicly recognize that J&J Affiliate provides support to the Organization in the following manner: The support will be published on LyLe's website [www.lyle.dk/].



4.

Article 3: 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.

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



For J&J AFFILIATE:

Signature: Inger Sandberg
Inger Sandberg (Mar 23, 2018)

Email: isandber@its.jnj.com

For ORGANIZATION: Public Affairs Leader

Signature: Rita O. Christensen
Rita O. Christensen (Mar 25, 2018)

Email: lyle@lyle.dk

Title: President