

Advisory Board Participation Conditions - PSORIASISFORENINGEN

1. GENERAL

This document contains the terms and conditions relating to the performance of the Services by Consultant. These terms and conditions, together with the specific conditions expressed in the Annexes (the “**Terms and Conditions**”), shall constitute the full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, general terms and conditions, representations and communication, oral or written, of either Party with respect to the subject matter hereof. Any amendment or modification to these Terms and Conditions shall only be made in writing.

2. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

“**Consultant**”: means the person or the entity who is contacted by JANSSEN to provide the Services.

“**Party**”/“**Parties**”: means either separately or collectively Consultant and/or JANSSEN.

“**Services**”: means the participation of Consultant in an Advisory Board/Product Focus Group meeting for JANSSEN with the purpose of evaluating, discussing and advising JANSSEN regarding new and/or existing clinical or market developments, techniques and/or strategies involving product or topic as referred to in Annex 1.

3. SCOPE

Consultant will devote his best diligent efforts to provide the Services as requested by JANSSEN, including responding to surveys or other questions prior to or as part of the meeting. If requested by JANSSEN, Consultant shall provide JANSSEN with a written summary of his advice or comments regarding specified issues for which Services were provided. Nothing herein shall require Consultant to provide any patient-identifiable information to JANSSEN.

4. REMUNERATION AND PAYMENT

- 4.1 In consideration for the Services as further detailed in Annex 1, JANSSEN or its appointed agent shall pay to Consultant, within sixty (60) days as of the date of receipt of a valid invoice, a net amount as specified in Annex 1. Consultant shall issue an invoice when the Services have been rendered. Invoices should be provided to JANSSEN or its appointed agent no more than three (3) months after the date the applicable payment is earned. Payment can only occur after the Services were provided. The invoices will be issued in accordance with the provisions of Annex 1
- 4.2 Additionally, JANSSEN or its appointed agent shall reimburse Consultant for any reasonable and documented out-of-pocket expenses incurred by Consultant which are related to the Services, provided that such out of pocket expenses are consistent with the reimbursement policy of JANSSEN (attached hereto in Addendum). All travel arrangements for air, lodging and car rental will be directly organized by JANSSEN in accordance with the applicable JANSSEN travel policy. Invoices shall be issued according to the directions of payment as defined in this section 4. The only monetary or economic obligation of JANSSEN to Consultant is to provide the compensation as set forth in this Section 4 and the Annexes.
- 4.3 Invoices that do not comply with the aforementioned requirements and the requirements of Annex 1, will not trigger any payment obligation by JANSSEN or its appointed agent and thus Consultant shall not be entitled to any late payment fee.
- 4.4 In case the Consultant is rendering services, as mentioned in this contract, from another country than Belgium (being the country of establishment of JANSSEN), the general B2B rule for cross-border services

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will be applicable, in accordance with the EU VAT Directive. According to this rule, the services as mentioned in this contract, are taxable where the customer (i.c. JANSSEN) is established (article 44 of the EU VAT Directive). In such case the recipient (JANSSEN) will account for the VAT under the reverse charge mechanism (article 196 EU VAT Directive).

Consequently, the Consultant should not include any VAT on the issued invoice. The Consultant should include the following wording on the invoice: "Reverse charge - VAT to be paid by co-contractor - Article 44 and 196 of EU Directive 2008/8/EC".

4.5 All payments shall be made by bank transfer and only to a bank account directly held in the name of Consultant in his country of residence. JANSSEN shall not be under any obligation to make any payments hereunder except to a bank account located in the country of legal residence of Consultant

4.6 Parties shall not 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. Without limiting the foregoing, Parties shall not 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.

If Consultant fails to comply with the above paragraph, such as an offer, promise or payment in violation of such Anti-Corruption Laws (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach and, upon any such failure, JANSSEN shall have the right to terminate the cooperation with immediate effect upon written notice to Consultant, without penalty or liability of any nature whatsoever.

5. TERM AND TERMINATION

5.1 The Terms and Conditions shall become effective as of the last date of signature here below and, unless sooner terminated as provided under these Terms and Conditions, shall continue in full force until the Services as set forth in Annex 1 have been fully rendered. Upon completion of said Services the cooperation between the Parties shall terminate.

5.2 Consultant's obligations regarding Sections 6 (Confidentiality/Return of Documents) and 7 (Copyright/Publications) shall survive termination or expiration of the cooperation.

6. CONFIDENTIALITY / RETURN OF DOCUMENTS

6.1 In preparation for making the Services, JANSSEN may provide Consultant with information concerning JANSSEN including, without limitation, information regarding existing or contemplated JANSSEN products, processes, techniques, or know-how, that is confidential or proprietary and the disclosure of which could cause irreparable injury to JANSSEN (collectively, the "**Confidential Information**"). Any such Confidential Information shall not be disclosed by Consultant to others or used for Consultant's own benefit without the prior written consent of JANSSEN. Notwithstanding the foregoing, the obligations of confidentiality and non-use set forth herein shall not apply to any Confidential Information, which can be demonstrated by Consultant:

- (i) was in the lawful knowledge and possession of, or was independently developed by Consultant prior to the time it was disclosed to, or learned by, Consultant;
- (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Consultant;
- (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Consultant which would be in breach with these Conditions; or
- (iv) was lawfully disclosed to Consultant by a third party who had no confidentiality obligation to the disclosing party.

- 6.2 All written documents containing any Confidential Information, or other material in tangible or electronic form received or acquired by Consultant in connection with the Services hereunder shall remain the property of JANSSEN. Consultant will properly store such documents and materials and will not allow third parties to access. Upon termination or expiration of the cooperation for any reason or upon the request of JANSSEN, Consultant shall promptly return to JANSSEN all originals and copies of such documents or materials.
- 6.3 Consultant shall not disclose to JANSSEN, or induce JANSSEN to use, any confidential information belonging to others, including any other clients or former employers of Consultant.

7. COPYRIGHT/PUBLICATIONS

- 7.1 Consultant grants JANSSEN a non-exclusive worldwide and in time unlimited right to use in all possible forms and media all copyrightable documents or products which are created by Consultant in the course of performance of the Services (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 (analogous 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 4 shall serve as sufficient consideration for granting of the Right of Use.
- 7.2 JANSSEN shall be entitled to assign or to sublicense in part or in full said Right of Use.
- 7.3 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 JANSSEN. Consultant shall hold JANSSEN harmless against third party claims for infringement of copyrights related to the Right of Use granted to JANSSEN, and shall assist JANSSEN in defending against such third party claims.
- 7.4 Should Parties agree that the Services hereunder require the employment by Consultant of other personnel (hereinafter “**Consultant Representatives**”), Consultant shall employ only such personnel if the employment of such was approved by JANSSEN in writing, and who have, for the benefit of JANSSEN, executed an agreement with Consultant containing provisions of the character and scope of Sections 6 (Confidentiality/Return of Documents) and 7 (Copyright/Publications). Consultant is solely responsible for paying all applicable taxes and social security contributions.

8. INDEPENDENT CONTRACTOR

- 8.1 The relationship between the Parties shall be that of independent contractors. Neither these Terms and Conditions nor the services performed hereunder shall be construed to create the relation of principal and agent or joint venture between the Parties and neither JANSSEN nor Consultant shall have the right to make any commitment for, or create any obligation on behalf of the other party.
- 8.2 JANSSEN shall on no account be entitled to exercise over Consultant any part of the authority normally vested in an employer.
- 8.3 Consultant shall obtain and maintain all permits and licenses which may be necessary to perform its Services hereunder.

9. LIABILITY FOR (OVERDUE) SOCIAL, TAX AND SALARY PAYMENTS

Consultant shall in the performance of the Services, comply with all the employment, social, salary and tax obligations that apply to it and to its activities, more particularly – without this being an exhaustive enumeration – obligations in the area of safety and welfare at work, the guarantee of a minimum wage for its white-collar and blue-collar workers, payment of the wages of its white-collar and blue-collar workers, obligations with respect to the environment and the protection thereof, the prohibition to engage in or accept practices such as private or public corruption, employment or accommodation of foreign workers, and where needed DIMONA (registration of employment) and LIMOSA (registration of secondment). Consultant shall also ensure that all social security contributions (RSZ) and all taxes such as VAT, payroll withholding tax, are regularly paid.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Where the execution of the Services by Consultant is subject to professional and/or employment rules requiring approval by the professional organization and/or the employer, Consultant warrants that he shall obtain such approval prior to delivering said Services. Upon request by JANSSEN, Consultant shall provide without delay written evidence of the relevant approval(s). Failure by Consultant to obtain such approval when required, shall be considered a material breach.
- 10.2 The Consultant warrants and represents that the execution, delivery and performance of the Services will not conflict with, breach, cause a default under, or result in the termination of any contract, employment relationship, grant or funding, agreement or understanding, oral or written, with any third party, including without limitation any noncompetition covenant by which Consultant is bound. Consultant further represents and warrants that it does not, and Consultant Representatives do not, have any obligation, whether express or implied, to any third party that would interfere with, hamper or limit its ability to provide the consulting services or to comply with any other obligations under these Conditions.

11. ASSIGNMENT

In no event shall Consultant assign its rights and obligations towards JANSSEN to a third party without JANSSEN's prior written consent. JANSSEN has the right to assign its rights and obligations or part of it to affiliates within the Johnson & Johnson Group of Companies.

12. PUBLICITY

Without the prior written consent of JANSSEN, Consultant shall not generate any publicity, news release or other announcement concerning the existence of this cooperation or the terms of engagement of Consultant hereunder or the Services to be performed by Consultant hereunder or otherwise utilize the name of JANSSEN or Johnson & Johnson for any advertising or promotional purposes.

13. DATA PRIVACY

JANSSEN may transmit personal data about Consultant to other affiliates of the Johnson & Johnson group of companies and their respective agents worldwide for the purpose of execution of the Services. Accordingly, personal data may be transmitted to countries outside the European Economic Area, such as the United States, which the EU has determined currently lack appropriate privacy laws providing an adequate level of privacy protection. Nonetheless, JANSSEN and its affiliates of the Johnson & Johnson group of companies and respective agents will apply adequate privacy safeguards to protect such personal data. Consultant can contact JANSSEN at its registered address to exercise any rights of access to, correction or deletion of any personal data of Consultant in JANSSEN's possession, subject to applicable laws and regulations.

14. TRANSPARENCY

- 14.1 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 (for example, on the internet) and Organization explicitly agrees with such disclosure. More precisely, J&J Affiliate will make the following details publicly available:

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- 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.

- 14.2 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.

15. GOVERNING LAW AND JURISDICTION

The laws of Belgium with the exception of its conflict of law rules are applicable. In case of a dispute only the courts of Turnhout, Belgium, will have jurisdiction. The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or of any remaining part of such provision.

By signing this document Consultant fully agrees with and acknowledges all Terms and Conditions set forth herein as well as the specific terms and conditions set forth the Annexes

By: PSORIASISFORENINGEN
Blekinge Boulevard 2, 2630 Taastrup, Denmark

CONSULTANT:

Signature: *L. F. Werner*
L. F. Werner (May 4, 2018)

Email: lw@psoriasis.dk

Title: Managing Director

JANSSEN:

Signature: *Elise Wouters*
Elise Wouters (May 4, 2018)

Email: ewouter3@its.jnj.com

Title: Senior Financial Analyst

Annex 1

Services and direction of payment

I. Description, time and location of Services

PSORIASISFORENINGEN agrees to participate in a Advisory Board meeting for JANSSEN for the purpose of evaluating, discussing and advising the JANSSEN regarding new and/or existing clinical or market developments, techniques and/or strategies (the "Consulting Services") involving Psoriasis Co-Creation.

CONSULTANT agrees to devote his best diligent efforts to provide the Consulting Services as requested by JANSSEN, including responding to surveys or other questions prior to or as part of the meeting. If requested by the JANSSEN, CONSULTANT shall provide the JANSSEN 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 JANSSEN.

The date, time and location of the meeting are as follows:

- Date: 08.05.2018 till 08.05.2018
- Meeting time: 09:00h till 17:00h
- Title: Psoriasis Co-Creation Advisory Board - Psoriasis Foreningen
- Location: London

II. Compensation for Services

11,760.00 DKK for 11.00 total service hours delivered (Preparation time: 4.00 hours, Event presence: 7.00 hours).

III. Direction of payment

1) **Invoices** shall be **issued** with at least the following information (please note an invoice template is available upon request):

- (i) Invoice number / Invoice issue date / VAT registration number of Consultant (if applicable)
- (ii) JANSSEN VAT registration number BE-0403.834.160 / amount (0.00 DKK) + reimbursable expenses / Janssen reference: EV00156342 / Event name: Psoriasis Co-Creation Advisory Board - Psoriasis Foreningen / Event start date: 08.05.2018 / Service hours: 11.00h / contract number: ICD 1153557.

Bank details payment recipient:

Account Name: _____

Account Number: _____

Bank Name: _____

IBAN Number: _____

SWIFT Code: _____

The invoices are to be **issued to** the following legal entity:

JANSSEN PHARMACEUTICA NV
Turnhoutseweg 30
2340 Beerse
Belgium

2) The **invoice is to be emailed in PDF to:**

- Bone, Emily: <ebone1@ITS.JNJ.com>

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For CONSULTANT

Signature: *L. F. Werner*
L. F. Werner (May 4, 2018)

Email: lw@psoriasis.dk

Name **Title:** Managing Director

PSORIASISFORENINGEN

Addendum

Reimbursement & Travel policy of Janssen for Consultants & Speakers

Approved date: 17th December 2014

Expense Category	Travel & Expense Category Amendments
Air Travel	<ul style="list-style-type: none"> - Airfare must be booked via the J&J approved travel agent. Cost must be paid directly by J&J to travel agent. - Economy class is required when in-flight time * < 6 hrs - Business Class is permitted when in-flight time * > 6 hrs or it is a transatlantic flight if permitted by local regulation - * <i>in flight time = time communicated on airlines website</i>
Meals	<ul style="list-style-type: none"> - Meal limits must be in line with limits for HCPs/GOs of the country where the activity takes place, unless there are more stringent regulations in the country where the HCP/GO resides that apply to hospitality abroad. For applicable limits please contact your Janssen contact person. Your Janssen contact can find local limits on http://jihccp.inj.com/WWOHCCP/hcc/Pages/CrossBorderInteractions.aspx
Hotel Room - excluding taxes	<ul style="list-style-type: none"> - Hotel must be booked via the J&J approved travel agent. Cost must be paid directly by J&J to travel agent. Hotel limits must be in line with limits for HCPs/GOs of the country where the activity takes place, unless there are more stringent regulations in the country where the HCP/GO resides that apply to hospitality abroad. For applicable limits please contact your Janssen contact person. Your Janssen contact can find local limits on http://jihccp.inj.com/WWOHCCP/hcc/Pages/CrossBorderInteractions.aspx - Lodging should not be at resorts and spas
Spouse, Children, Guests	<ul style="list-style-type: none"> - J&J will not reimburse travel expenses for spouses, children or guests.
Car Rental	<ul style="list-style-type: none"> - To be used only when other suitable means of transportation are not available. - Car rental must be booked via the J&J approved travel agent. Cost must be paid directly by J&J to travel agent.
Ground Transportation	<ul style="list-style-type: none"> - Sedan service is acceptable if commensurate with or less than a taxi (e.g. trips to the airport)

Note: All hotel lodging costs and any expenses must be supported with original receipts. All requests for expense reimbursement should be reasonable and appropriate in nature.

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[1153557] Janssen/PSORIASIS FORENINGEN

Adobe Sign Document History

05/04/2018



Created:	05/04/2018
By:	J&J ICD System (icdsup@its.jnj.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIqzYGh4MbUjoQm_gGGcc_plsQufF8gOE

"[1153557] Janssen/PSORIASISFORENINGEN" History

- Document created by J&J ICD System (icdsup@its.jnj.com)
05/04/2018 - 10:55:51 AM GMT+2- IP address: 148.177.129.212
- Document emailed to L. F. Werner (lw@psoriasis.dk) for signature
05/04/2018 - 10:55:56 AM GMT+2
- Email viewed by L. F. Werner (lw@psoriasis.dk)
05/04/2018 - 12:11:57 PM GMT+2- IP address: 209.211.166.10
- L. F. Werner (lw@psoriasis.dk) entered valid password.
05/04/2018 - 12:12:28 PM GMT+2
- Document e-signed by L. F. Werner (lw@psoriasis.dk)
Signature Date: 05/04/2018 - 12:14:43 PM GMT+2 - Time Source: server- IP address: 209.211.166.10
- Document emailed to Elise Wouters (ewouter3@its.jnj.com) for signature
05/04/2018 - 12:14:44 PM GMT+2
- Email viewed by Elise Wouters (ewouter3@its.jnj.com)
05/04/2018 - 1:16:40 PM GMT+2- IP address: 148.177.129.210
- Elise Wouters (ewouter3@its.jnj.com) entered valid password.
05/04/2018 - 1:16:46 PM GMT+2
- Document e-signed by Elise Wouters (ewouter3@its.jnj.com)
Signature Date: 05/04/2018 - 1:17:16 PM GMT+2 - Time Source: server- IP address: 148.177.129.210
- Signed document emailed to J&J ICD System (icdsup@its.jnj.com), Elise Wouters (ewouter3@its.jnj.com) and L. F. Werner (lw@psoriasis.dk)
05/04/2018 - 1:17:16 PM GMT+2