

Patient Organization Services Agreement

This Agreement (hereinafter the "**Agreement**") is made by and between

JANSSEN-CILAG A/S, a company with offices at Bregnerødvej 133 2, DK-3460 Birkerød , Denmark, VAT no.: DK19248615;

(hereinafter "**Company**");

and

COLITIS-CROHN FORENINGEN, Nørregade 71-75 1.th, 5000 Odense C, Denmark; Org. ID no.: CVR 21314307

(hereinafter referred to as the "**Service Provider**"; Company and Service Provider collectively the "**Parties**").

Article 1: Scope of Services

1.1 Service Provider hereby agrees to partner with Company for the following purposes:

Service Provider shall seek to appoint at least one qualified, interested and willing patient representative ("Patient Representative") to participate as a live speaker at IBD Nurse Forum Region South EV00405724 and voluntarily share insights on e.g. patient materials, patient-centric programs, disease awareness programs, and other types of medical information & educational materials developed for patients suffering from the Service Provider's disease area.

1.2 The presentation shall not contain any information of a promotional nature whatsoever and more generally, Company shall comply with all applicable rules on the advertising and promotion of prescription medicines to the public including the industry code of ethics in the context of such interaction(s).

Article 2: Compensation

2.1 The services provided by Service Provider as described under Article 1 shall be remunerated at the fair market value rate of 3000 DKK.

2.2 Time Commitment. The Parties shall jointly estimate and agree on the maximum time that shall be foreseen from the Service Provider to provide the services described above and define a maximum time commitment.

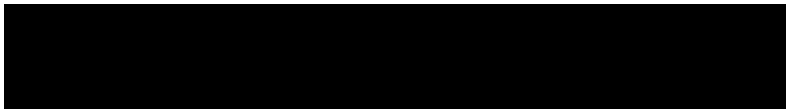
At the time of signing, it is expected that Service Provider shall be consulted for an estimated total time of 5 hours which is estimated at time of signing to be allocated as follows:

- Pre-meeting, preparation of meeting topic " Redskaber til at mestre en kronisk sygdom i hverdagen, udfordringer hjælp og rettigheder" and attending meeting in Kolding 12 of March 16h00-18h40. Socialrådgiver CCF Malene Holm
- 2.3 For the sake of clarity and transparency, modest/reasonable and documented expenses incurred in connection with the performance of the services expected under the Agreement, may be reimbursed provided that (a) such out of pocket expenses are consistent with the reimbursement policy of Company attached hereto in **Annex: 'Travel & Expense Policy'** and (b) has obtained the prior written approval of Company for such out-of-pocket expenses and the anticipated costs. All travel arrangements for air, rail, lodging and car rental will be directly organized by Company in accordance with the applicable J&J travel policy. The only monetary or economic obligation of Company is to provide the compensation as set forth in this Article 2.
- 2.4 All payments made by Company under this Agreement shall be made to the Service Provider after the Services described under Article 1 have been provided, and within 45 days as of the date of receipt of a valid relevant invoice. Documentation shall be provided (e.g., receipts) to allow the reimbursement of the expenses referred to above (travel expenses).
- 2.5 Invoices should, as a minimum requirement, contain the following items: (a) full name, address and bank account details of party issuing the invoice; (b) where applicable VAT registration number of party issuing the invoice; (c) full name, address, VAT registration number of Company; (d) place and date of invoice; (e) brief description of services invoiced with date of service rendered; (f) fee amount + currency + pre-approved reimbursable expenses; (g) where value added tax ("VAT") is applicable, statement of net amounts invoiced, VAT amount and gross amounts.; and (h) include the following reference number/s: EV00414467. In addition, the invoice shall include the total number of hours spent by the Service Provider for the meeting(s) arrangements and associated hourly rate as well as breakdown of time spent. Invoices that do not comply with the aforementioned requirements, will not trigger any payment obligation by Company and thus Service Provider shall not be entitled to any late payment fee.
- 2.6 Payment shall be made by bank transfer and only to a bank account held in the name of Service Provider in its country of residence. Company shall not be under any obligation to make any payments hereunder except to a bank account located in the country of legal residence of Party.
- 2.7 Where the service provided pursuant to Article 1 of this Agreement is subject to value added tax (VAT), the above net amount (Article 2.1) shall be grossed up to include applicable VAT, provided however, that the invoice must properly state the VAT amount due. Service Provider shall be responsible for proper treatment and declaration of direct taxes with regard to invoiced and paid amounts. In case Service Provider is rendering the Services from another country than Denmark (being the country of establishment of Company), the general B2B rule for cross-border services will be applicable, in accordance with the EU VAT Directive. According to this rule, the Services are taxable where the customer (i.e., Company) is established (article 44 of the EU VAT Directive). In such case the recipient (Company) will account for the VAT under the reverse charge mechanism (article 196 EU VAT Directive). Consequently, Service Provider should not include any VAT on the issued invoice.

2.8 Withholding Taxes

- (i) Company shall make all payments to Service Provider under this Agreement without deduction or withholding for taxes except to the extent that any such deduction or withholding is required by law in effect at the time of payment.
- (ii) Any tax required to be withheld on amounts payable under this Agreement shall promptly be paid by Company on behalf of Service Provider to the appropriate governmental authority, and Company shall furnish Service Provider with proof of payment of such tax. Any such tax required to be withheld shall be an expense of and borne by Service Provider.
- (iii) Company and Service Provider shall cooperate with respect to all documentation required by any taxing authority or reasonably requested by Company to secure a reduction in the rate of applicable withholding taxes.
- (iv) If Company had a duty to withhold taxes in connection with any payment it made to Company under this Agreement, but Company failed to withhold, and such taxes were assessed against and paid by Company, then Service Provider shall indemnify and hold harmless Company from and against such taxes (including interest). If Company makes a claim under this section, it shall comply with the obligations imposed by section 2.6(ii) as if Company had withheld taxes from a payment to Service Provider.

To facilitate all payments in respect of this Contract Company will use the following provided bank details:



Article 3: Term and Termination

- 3.1 This Agreement shall commence as of the last date of signature here below and, unless sooner terminated as provided hereunder, shall continue in full force for "until the Services as set forth in Article 1 have been fully rendered".
- 3.2 Either party may terminate the Agreement on 30 days notice without cause.
- 3.3 Either Party may terminate this Agreement with immediate effect at any time if it is unable to perform its obligations due to evolving policies related to COVID-19 or because of any uncertainty related to the impact of COVID-19 and neither Party shall have any further obligation to the other, including any obligation to pay for goods or services not actually delivered prior to the notice of termination. Furthermore, Company may cancel any meeting covered by this Agreement upon notice without liability, cancellation fees or damages, in the event of epidemics or pandemics for which the U.S. Centers for Disease Control, comparable health authorities, the World Health Organisation, and/or other governmental authorities, issue travel alerts or warnings recommending against non-essential travel to the meeting location, or any other emergency beyond the control of either Party, making it inadvisable, illegal, or impossible to host the meeting, provide the

Services under the Agreement or if the meeting could create a significant risk to the health and safety of the participants.

If the meeting/Services is a physical meeting and is converted into digital form or otherwise converted into a different form than originally agreed upon, the meeting/Services costs and related payment will be re-evaluated by the Parties. In particular, the organizer or the delegated agency shall provide Company with a list and detailed breakdown of the actual costs incurred for the provision of the obligations set out in this Agreement to allow performance in the changed form (which are expected to be lower than the costs that may have been incurred for a face-to-face meeting/Services). In case of such conversion to a different meeting/Services form, Company shall be obliged to pay only the newly identified amount or shall be entitled to receive reimbursement of the difference between the originally agreed upon contractual amount and the re-evaluated amount within 30 (thirty) days of Company's written request to the organizer. Such provisions shall take precedence over any other contracting provisions and/or other agreements and/or understandings that may have been reached between the Parties.

Service Provider's obligations regarding Article 4 (Confidentiality) and Article 5.1 (Ownership of Materials & Acknowledgement) shall survive termination or expiration of the Agreement.

Article 4: Confidentiality

- 4.1 Neither Party intends to disclose any of its confidential information to the other Party in the performance, and during the term, of this Agreement. If a Party will disclose any of its confidential information, the Parties shall enter into a separate confidential disclosure agreement prior to any such disclosure.
- 4.2 Service Provider shall not disclose to Company, or induce Company to use, any confidential information belonging to others, including any other clients or former employers of Service Provider.
- 4.3 These provisions shall be applicable to Service Provider as well as their Patient Representatives.

Article 5: General Provisions

- 5.1 Ownership of Materials & Acknowledgement. Service Provider agree that Company may photograph, and video record the Service Provider as she performs the Presentation. Service Provider hereby agree(s) and acknowledge(s) that Company shall be sole owner of any materials and other output created under this agreement, including any and all intellectual property rights to any recordings made in the course of the services provided hereunder (the "**Materials**"), and shall be free to use, modify, and publish the Materials as Company sees fit. The Parties however agree that Materials to be published or externally circulated shall acknowledge the collaboration with Service Provider in a manner that shall be agreed upon in writing by both Parties prior to publication.
- 5.2 Personal Data. Company needs to collect personal information from Service Provider, and Company and its affiliates will use such information, in order to

manage Company's relationship with Service Provider 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"). Company may also disclose Service Provider's personal information to third-parties Service Providers, and parties engaged in the organization of events, including hotels and airlines. If Service Provider does not provide the personal information requested, Company will not be able to fulfill its obligations to Service Provider pursuant to this Agreement. Based on Company's legitimate interests, Company may use Service Provider's personal information to compile statistical data based on the information in our databases, as well as on surveys, customer feedback questionnaires, and similar communications.

Service Provider may contact Company with questions or request to review the personal information Company has collected and/or to request its correction, deletion, blocking, data portability or restriction at: jacdk@its.jnj.com

Service Provider may also lodge a complaint with a data protection authority for Service Provider's country or region.

The use and disclosure of personal information may involve a transfer of the information to jurisdictions located outside Service Provider's country of residence, including the U.S., which may provide for different data protection rules than in Service Provider's country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. Some non-European Economic Area (EEA) countries are recognized by the European Commission as providing an adequate level of data protection according to EEA standards (the list of these countries is available at https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en). For transfers from the EEA to countries not considered adequate by the European Commission, Company has ensured that adequate measures are in place, including by ensuring that the recipient is bound by EU Standard Contractual Clauses or an EU-approved code of conduct or certification, to protect Service Provider's personal information. Service Provider may obtain a copy of these measures by contacting Company's data protection officer responsible for Service Provider's country or region, if applicable, at emeaprivacy@its.jnj.com.

Company will retain Service Provider'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 Company has an ongoing relationship with Service Provider; (ii) whether there is a legal obligation to which Company is subject; and (iii) whether retention is advisable in light of Company's legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).

5.3 Transparency. In order to create appropriate transparency of the service, and in line with the applicable code(s) of practice, Company 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, Company will make the following details publicly available:

- a) Date that the contract was executed;
- b) Name of the Service Provider;
- c) Country of the Service Provider;

- d) Web address of the Service Provider, if available;
- e) Description of the nature and the purpose of the contribution;
- f) Amount as contracted, if financial.

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

Company is entitled to increase the level of details made publicly available to Service Providers either as required by applicable rules and legislation, or upon notice to Organization.

This article shall survive any termination of the Agreement.

- 5.4 Compliance with Anti-Corruptions Laws. 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.

If Service Provider 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, Company shall have the right to terminate the Agreement with immediate effect upon written notice to Service Provider, without penalty or liability of any nature whatsoever.

- 5.5 When making public statements, in writing or verbally, about the matter that is the subject of this Agreement, the Service Provider shall declare that Service Provider is a consultant to Company.
- 5.6 This Agreement shall be governed by Danish law and the Parties hereto hereby submit to the jurisdiction of the competent courts of Denmark.

5.7 *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 Company:

Mikkel Johansen

Electronically signed by: Mikkel Johansen
Reason: I acknowledge that my electronic signature is the legally binding equivalent for my handwritten signature
Date: Feb 6, 2024 10:43 GMT+1

Head of Access & Policy

For Service Provider:

JH

Electronically signed by: Jakob Hansen
Reason: I acknowledge that my electronic signature is the legally binding equivalent for my handwritten signature
Date: Feb 26, 2024 21:51 GMT+1

Country Chairman

Janssen Nordic Travel & Expense Policy Annex October 2022/v.03

Date: 06 February 2024

Annex: Travel & Expense Policy for Consultants & Speakers

(Extracts from Johnson & Johnson Global Travel, Meetings and Expense Policy)

Johnson & Johnson Travel & Meeting Services, or their designated agent, must be used to book all arrangements. This will ensure policy compliance and use of preferred rates. In relation to Company supporting an expense, it must have been agreed upon in writing beforehand and must be supported with original receipts.

Travel must be closely related to the timing of the meeting. Company will not arrange for or reimburse travel expenses relating to side-trips, unrelated trip extensions or unnecessary stopovers. There can be no tickets purchased for spouses or guests. Any administration charges due to changes incurred by the recipient cannot be reimbursed.

Company is not responsible for providing insurance coverage.

Air Travel: Airfare must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. All flights will be in Economy Class.

Hotel Room: Hotel must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Category 4 stars and below permitted. Lodging should not be at resorts and spas. Bed and breakfast will be allowed, additional costs (telephone, mini bar, etc.) will not be refunded.

Train: Train travel reservations must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent.

Ground Transportation: Taxicabs are an acceptable mode of local urban transportation (e.g., trips to the airport); however, consideration should be given to alternative services such as buses, tubes or local airport shuttles.

Car rental: Car rental must be booked via the J&J approved travel agent. Cost must be paid directly by J&J travel agent. Car rental will only be permitted when other suitable means of transportation are not available.

Use of Personal Vehicle: Use of Personal Vehicle: Can as part of travel on behalf of Company, under this agreement, be reimbursed in accordance with the applicable industry professional code of conduct. Only expenses actually incurred can be reimbursed, i.e. kilometers driven in own car can be reimbursed based on actual cost for fuel, how far the car drives per liter of fuel, number of kilometers driven, and ferry and bridge expenses can be reimbursed on the basis of a receipt."










[2021482] Consultancy Agreement - for one time project


Final Audit Report

2024-02-26


Created:	2024-02-06
By:	J&J ICD system (icdsup@its.jnj.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8VfW1ByXO7k5zVOWt39_WzmBj3u2y6OM

"[2021482] Consultancy Agreement - for one time project" History

-  Document created by J&J ICD system (icdsup@its.jnj.com)
2024-02-06 - 8:53:11 AM GMT
-  Document emailed to Mikkel Johansen (mjohan12@its.jnj.com) for signature
2024-02-06 - 8:54:28 AM GMT
-  Document emailed to formand@ccf.dk for signature
2024-02-06 - 8:54:29 AM GMT
-  Email viewed by formand@ccf.dk
2024-02-06 - 9:06:38 AM GMT
-  Email viewed by Mikkel Johansen (mjohan12@its.jnj.com)
2024-02-06 - 9:42:34 AM GMT
-  Mikkel Johansen (mjohan12@its.jnj.com) has agreed to the terms of use and to do business electronically with JOHNSON AND JOHNSON SERVICES, INC.
2024-02-06 - 9:43:25 AM GMT
-  Document e-signed by Mikkel Johansen (mjohan12@its.jnj.com)
Signing reason: I acknowledge that my electronic signature is the legally binding equivalent for my handwritten signature
Signature Date: 2024-02-06 - 9:43:25 AM GMT - Time Source: server
-  Email viewed by formand@ccf.dk
2024-02-26 - 8:50:08 PM GMT
-  Signer formand@ccf.dk entered name at signing as Jakob Hansen
2024-02-26 - 8:51:16 PM GMT

 Jakob Hansen (formand@ccf.dk) has agreed to the terms of use and to do business electronically with JOHNSON AND JOHNSON SERVICES, INC.

2024-02-26 - 8:51:18 PM GMT

 Document e-signed by Jakob Hansen (formand@ccf.dk)

Signing reason: I acknowledge that my electronic signature is the legally binding equivalent for my handwritten signature

Signature Date: 2024-02-26 - 8:51:18 PM GMT - Time Source: server

 Agreement completed.

2024-02-26 - 8:51:18 PM GMT