



AGREEMENT WITH PATIENT ASSOCIATION Project support

This Agreement is made by and between

JANSSEN-CILAG A/S DENMARK, a company with offices at Bregnerødvej 133 2, DK-3460 Birkerød Denmark, hereinafter "J&J Affiliate";

and

Lyle – Patientforeningen for Lymfekræft, Leukæmi & MDS
Banetoften 26
4700 Næstved
Denmark, CVR no. 31306833, 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 within the Hematology area;
- Organization is an organization dedicated to support Lymphoma, Leukaemia & MDS patients and their relatives;
- 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 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.
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 **123,750.00 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. 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. J&J Affiliate is entitled to use the name and logo of the Organization under the following conditions: Not applicable for this support.
2. In addition, J&J Affiliate is entitled to use the following proprietary materials of the Organization under the following conditions: Not applicable for this support.
3. During the year 2016 Organization will publicly recognize that J&J Affiliate provides support to the Organization in the following manner: The financial support will be published on LyLe's website: <http://www.cancer.dk/lyle>.

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 (for example, on the internet) 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 takes effect as of 16-Nov-2016, hereafter the Effective Date, and will remain in effect up until the completion of the Project as described in Attachment 1.
- 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: Confidentiality

- 1. During the execution of this Agreement, Organization may have access to certain Confidential Information of J&J Affiliate. Confidential Information shall mean all confidential or proprietary information and materials related to the subject matter of this Agreement and all related trade secrets, know-how, formulations, techniques, methodology equipment, data reports, computer software and information regarding sources of supply, patent positioning, business plans and the existence, scope and activities of any research, developments, manufacturing, marketing or other projects of J&J Affiliate. Information shall not be considered confidential unless it is reduced to writing and marked "CONFIDENTIAL." An oral disclosure shall only be considered confidential if it is reduced to writing and sent to Organization within 30 (thirty) days after the oral disclosure.
- 2. Organization shall not make any commercial or other use of the Confidential Information other than for the purpose of this Agreement without the prior written consent of J&J Affiliate. Organization shall disclose or deliver Confidential Information only to persons within its organization who have a need to know for the performance of their duties and who are bound by obligations of secrecy no less strict than those set out herein. Organization shall notify J&J Affiliate promptly of its knowledge of any unauthorized use or disclosure of Confidential Information.
- 3. Organization shall not disclose, communicate or in any way divulge any Confidential Information to any other person or entity outside its own organization, or permit or

suffer its members to do so. Organization shall use the same degree of care, but not less than a reasonable degree of care, to prevent the disclosure of Confidential Information to others as it uses to prevent disclosure of its own confidential or proprietary information.

4. Notwithstanding the provisions of this article, Organization may use or disclose Confidential Information to the extent Organization can demonstrate, by clear and convincing evidence that such Confidential Information:
 - at the time of disclosure to Organization is generally available to the public, or after such disclosure becomes generally available through no wrongful act of Organization,
 - is rightfully in the possession of Organization prior to the time of disclosure,
 - is disclosed by Organization in order to comply with the requirements of applicable law or governmental regulations, provided Organization gives J&J Affiliate prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent,
 - is independently developed by Organization without the aid, application or use of the Confidential Information received from J&J Affiliate.
5. Organization agrees that J&J Affiliate is and shall remain the exclusive owner of the Confidential Information and all patents, copyright, trade secret, trademark, know how and other intellectual property rights therein. No license or conveyance of any such rights to Organization is granted or implied under this Agreement.
6. Upon termination of this Agreement or at the request of J&J Affiliate, Organization shall promptly deliver to J&J Affiliate all data, memoranda and other tangible manifestations of, and all materials consisting of Confidential Information (and all copies and reproductions thereof).
7. All obligations of confidentiality under this Agreement shall terminate ten (10) years from the date of the end of the Agreement.

Article 7: 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.

Drawn up in two (2) original copies in Birkerød on 2016-09-20.
Both parties acknowledge having received a signed copy.

FOR Janssen-Cilag A/S

Name: Søren Larsen

**Søren
Larsen**

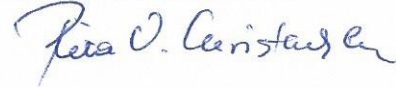
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DN: c=US, o=JNJ, ou=Employees,
ou=32004265, cn=Søren Larsen,
email=slarsen7@ITSJNJ.com
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Date: 2016.09.20 10:09:03 +02'00'
Adobe Reader version: 11.0.10

Title: Local Value Team Leader

Date:

FOR Lyle

Name: Rita O. Christensen



Title: Chairman

Date: 27.09.16

Name: Inger Sandberg

**Inger
Sandberg**

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Adobe Reader version: 11.0.10

Title: Public Affairs Leader, Denmark

Date:

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.

The financial support will be used specifically for organize and execute a half day conference on November 16th 2016 in collaboration with DMF (Multiple Myeloma Patient Association).

The objective is to increase awareness of Blood Cancer (Rare Diseases) and furthermore generate understanding among and dialogue about Blood Cancer within the Danish Healthcare System.

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

Any and all payments under this Agreement will be made by wire transfer on the following details:

Account Name:	Lyle – Patientforeningen for Lymfekræft, Leukæmi & MDS
Account Number:	1551-3229254820
Bank Name:	Danske Bank
Bank Address:	Holmens Kanal 2-12, 1092 København K
IBAN Number:	DK9230003229254820
SWIFT Code:	DABADKKK