

## **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, CVR 19248615 hereinafter "J&J Affiliate";

and

LYLE (PATIENTFORENINGEN FOR LYMFEBKRÆFT, LEUKÆMI og MDS), Banetoften 26, 4700 Næstved, Denmark, Web id: ODK33852483, 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 Hematology among others;
- Organization is a patient organization dedicated to support patients with Leukemia, Lymphoma and MDS Myeloma 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, 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 **Annex 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 **43,750.00 DKK**.
2. Further details on the level and type of support, including payment method and timelines, are included in **Annex 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.
6. If any funds provided by J&J Affiliate to Organization under this Agreement remain upon completion of the Project, such surplus shall be refunded by Organization to J&J Affiliate within forty-five (45) days of completion of the project.

## **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: 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. Organization will publicly recognize that J&J Affiliate provides support for the Project in the following manner: The support will be published on LyLe's website [www.lyle.dk](http://www.lyle.dk) according to Danish ENLI Code and announced during the webinar.

#### **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](http://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 **Annex 1**.

#### **Article 8: 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. Personal Data

J&J AFFILIATE needs to collect personal information from the Organization, and J&J AFFILIATE and its affiliates will use such information, in order to manage J&J AFFILIATE's relationship with the Organization pursuant to this letter 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"). J&J AFFILIATE may also disclose the Organization's personal information to third-parties service providers, such as technology and marketing service providers, and parties engaged in the organization of events, including hotels and airlines. If the Organization does not provide the personal information requested, J&J AFFILIATE will not be able to fulfill its obligations to the Organization pursuant to this letter agreement. Based on the J&J AFFILIATE's legitimate interests, J&J AFFILIATE may use the Organization'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.

The Organization may contact J&J AFFILIATE with questions or request to review the personal information J&J AFFILIATE has collected and/or to request its correction, deletion, blocking, data portability or restriction at: [jacdk@its.jnj.com](mailto:jacdk@its.jnj.com) The Organization may also lodge a complaint with a data protection authority for the Organization's country or region.

The use and disclosure of personal information may involve a transfer to other jurisdictions, including the U.S., which may provide for different data protection rules than in the Organization's country. Appropriate contractual and other measures are in place to protect personal information when it is transferred. The Organization may obtain a copy of these measures by contacting the J&J AFFILIATE's data protection officer responsible for the Organization's country or region, if applicable, at [emeaprivacy@its.jnj.com](mailto:emeaprivacy@its.jnj.com).

J&J AFFILIATE will retain the Organization'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 J&J AFFILIATE has an ongoing relationship with the Organization; (ii) whether there is a legal obligation to which J&J AFFILIATE is subject; and (iii) whether retention is advisable in light of the J&J AFFILIATE's legal position.

## 3. Governing Law

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

## 4. Dispute Resolution

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**

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:**

  
Tina Buhl (May 26, 2020 10:41 GMT+2)

Government & Public Affairs Lead

**For ORGANIZATION:**

  
Rita O. Christensen (May 26, 2020 12:03 GMT+2)

Chairwoman

## **Annex 1: Project details**

### *Objective:*

To support LyLe's webinar on May 28<sup>th</sup> 2020

### *Roles & responsibilities:*

LyLe is responsible for planning and executing the webinar; whereas Janssen is only supporting the activity financially.

### *Contact persons:*

LyLe: Rita Christensen, e-mail: formand@lyle.dk

Janssen: Susanne Greisgaard, e-mail: sgreisga@its.jnj.com

### *Timelines:*

The agreement is expected to be terminated May 31<sup>st</sup> 2020.

### **Payment method:**

J&J AFFILIATE shall pay the Support within 45 days of being issued an invoice. Payments shall be made by bank transfer and only to a bank account held in the name of the Party on Invoice. Invoices should, as a minimum requirement, contain the following items: (a) full name and address of Party issuing the invoice; (b) where applicable tax number of Party issuing the invoice; (c) full name and address of the J&J Affiliate or its appointed agent; (d) place and date of invoice; (e) brief description of services invoiced with date of service rendered; and (f) where value added tax (VAT) is applicable, invoicing Party's VAT number, statement of net amounts invoiced, VAT rate, amount and gross amounts. J&J AFFILIATE will inform the Organization in case the invoice needs to be addressed to its appointed agent instead of to J&J AFFILIATE.]

### **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.