

AGREEMENT WITH PATIENT ASSOCIATION Project support

This Agreement is made by and between

JANSSEN-CILAG A/S, a Johnson & Johnson company with its registered address 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, CVR 21314307,

hereafter referred to as “**Organization**”

Company and Organization are individually referred to as a “**Party**”, collectively referred to as the “**Parties**”.

WHEREAS:

- Company is a research-oriented pharmaceutical company active in the development and marketing of medicinal products.
- Organization is a patient organization “Colitis-Crohn Foreningen” blev etableret 15. marts 1989, og har ca. 5.000 medlemmer i dag. De primære tarmsygdomme er Crohn's sygdom, colitis ulcerosa, mikroskopisk kolit, galdesyrediarre og irritabel tyktarm. Foreningen arbejder også for en lang række andre relaterede tarmsygdomme. Der er omkring 58.000 danskere (i 2023) der er lider af inflammatoriske tarmsygdomme. Sammen med irritabel tyktarm har op imod 1 million danskere ondt i tarmene. Foreningen arbejder bl.a. for
- at støtte videnskabelig forskning.
- at søge at forbedre forholdene, for mennesker ramt af colitis og Crohn i alle henseender. Dette gælder også andre relaterede tarmsygdomme.

- at udbrede kendskabet til tarmsygdommene og derved skabe forståelse for de vilkår mennesker med colitis, Crohn og andre tarmsygdomme lever under.
- at støtte en landsdækkende opbygning af foreningens virke.
- at deltage i nordisk og andet internationalt samarbejde.”
- Organization has asked Company to support one of its projects and Company 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 Company 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 Company exclusively for the purpose of the Project.

Article 2: Support

1. The total amount of support that Company will provide for the Project amounts to **20,000.00 DKK**.
2. Further details on the level and type of support, including payment method and timelines, are included in **Annex 1**.
3. Organization and Company acknowledge and agree that the support shall not obligate Organization to purchase, use, recommend, or arrange for the use of any products of Company.
4. EU and National legislation and codes of practice prohibiting the advertising of prescription-only medicines to the general public, apply. Organization and Company acknowledge and agree that Company 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 Company, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Organization will also keep Company regularly informed of its direct or indirect relationships with government officials and/or government authorities.
6. If any funds provided by Company to Organization under this Agreement remain upon completion of the Project, such surplus shall be refunded by Organization to Company within forty-five (45) days of completion of the project.

Article 3: Use of name and logo or other proprietary materials

1. Company is entitled to use the name and logo of the Organization under the following conditions: at web page
2. In addition, Company is entitled to use the following proprietary materials of the Organization under the following conditions:]
3. Organization will publicly recognize that Company provides support for the Project in the following manner: at web-page

Article 4: Transparency

1. In order to create appropriate transparency on the support to patient organizations by Company, 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 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, Company will also make copies of this contract available to interested parties upon their request.

2. Company 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 7: Right of Use

1. Organization hereby grants Company 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 Organization in the course of performance of this Agreement (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 Organization pursuant to this Agreement shall serve as sufficient consideration for granting of the Right of Use.
2. The Right of Use shall survive the termination of this Agreement. Company shall be entitled to assign or to sublicense in part or in full said Right of Use.
3. Organization warrants that in granting the Right of Use, no rights of third parties, including data privacy rights have been infringed and that where necessary, Organization has obtained approval by third parties in order to grant said Right of

Use to Company. Organization shall hold Company harmless against third party claims for infringement of copyrights related to the Right of Use granted to Company and shall assist Company in defending against such third party claims.

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

Company needs to collect personal information from the Organization, and Company and its affiliates will use such information, in order to manage Company'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”). Company 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, Company will not be able to fulfill its obligations to the Organization pursuant to this letter agreement. Based on the Company's legitimate interests, Company 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 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. 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 Company's data protection officer responsible for the Organization's country or region, if applicable, at emeaprivacy@its.jnj.com.

Company 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 Company has an ongoing relationship with the Organization; (ii) whether there is a legal obligation to which Company is subject; and (iii) whether retention is advisable in light of the Company'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 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: Nov 18, 2024 13:15 GMT+1

Market Access and Policy Director

For ORGANIZATION:

René Skau Björnsson
Electronically signed by: René Skau
Björnsson
Reason: I acknowledge that my
electronic signature is the legally binding
equivalent for my handwritten signature
Date: Nov 18, 2024 13:07 GMT+1

Sekretariatschef

Annex 1: Project details

CCF represents 5000 members, more than 58.000 experiencing inflammatory bowel diseases and more than one million with bowel diseases in Denmark.

The member survey is designed to increase inclusivity and for the organization to receive important feedback on the most pressing and important issues facing patients with bowel diseases.

Payment method:

Company 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 Company 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. Company will inform the Organization in case the invoice needs to be addressed to its appointed agent instead of to Company.

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 support was used and confirm that the support 20.000 DKK 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.