

**PATIENT ASSOCIATION
Educational Event
AGREEMENT**

This Agreement is made by and between

JANSSEN-CILAG A/S, a company with a registered address at Bregnerødvej 133 2, DK-3460, Birkerød Denmark, hereafter referred to as "Janssen" ;

and

DANSK MYELOMATOSE FORENING, a with a registered address at Sønderkær 285 7190 Billund Denmark, hereafter referred to as "PO".

Janssen and PO 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;
- PO is an organization dedicated to support patients with Multiple Myeloma and their relatives;
- PO and Janssen will collaborate to conduct the Educational Event described herein under the terms of this agreement.

THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS:

Article 1: Scope

1. PO and Janssen will carry out the Educational Event jointly, and both Parties shall ensure that the Educational Event is carried out in a professional and ethical manner consistent with this Agreement and applicable rules and legislation. More details on the Educational Event (including the objective, roles and responsibilities of both parties, contact persons, outputs and timelines) are included in Attachment 1.

Article 2: Support

1. The parties hereby agree that no funds will be transferred between the parties for the purpose of the Educational Event, and that Janssen shall be responsible for any contractual arrangements with any third parties engaged in the conduct of the Educational Event, including but not limited to payments to such third parties.
2. PO and Janssen acknowledge and agree that this Educational Event shall not obligate PO to purchase, use, recommend, or arrange for the use of any products of Janssen.
3. PO 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 Janssen, and that, to the extent applicable, it has performed the necessary notifications or received the necessary approvals. Janssen is required to comply with United States laws and regulations, including but not limited to the Foreign Corrupt Practices Act (FCPA), and may be required to account for its direct and indirect interactions with government officials and/or government authorities. Therefore, upon the request of Janssen, PO shall provide Janssen with detailed information of its direct and/or indirect relationships with government officials and/or government authorities.

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

1. Janssen is entitled to use the name and logo of the Organization under the following conditions: Not applicable.
2. In addition, Janssen is entitled to use the following proprietary materials of the Organization under the following conditions: Not applicable.
3. PO will publicly recognize this collaboration with Janssen. Organization will publicly recognize that Janssen provides support for the Educational Event in the following manner: The financial support will be published on PO's website: www.myelomatose.dk/.

Article 4: Transparency

1. In order to create appropriate transparency on the support to, and collaboration with, patient organizations by Janssen, and in line with the applicable code(s) of practice, Janssen will make the existence of this agreement and details relating thereto publicly available at Janssen Denmark Website www.janssen.com/denmark; and PO explicitly agrees with such disclosure. More precisely, Janssen 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 collaboration;
- f) Amount as contracted, if financial.

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

- 2. Janssen 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 PO .
- 3. This article shall survive any termination of the Agreement.

Article 5: Term and termination

- 1. This Agreement takes effect as of the last signature, hereafter the Effective Date, and will remain in effect up until the completion of the Educational Event.
- 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 herein.

Article 6: 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.

For J&J AFFILIATE:

By: Inger Sandberg
Title: Public Affairs Leader
Date: _____

Inger
Sandberg

Digitally signed by Inger Sandberg
DN: c=DK, o=JANSSEN-CILAG A/S //
CVR:19248615, cn=Inger Sandberg,
serialNumber=CVR:19248615-
RID:1148478696524
Reason: I am approving this document.
Date: 2017.08.31 16:18:11 +02'00'
Adobe Reader version: 11.0.10

Organization:

By: Kaja Schmidt
Title: Chairman 
Date: 0809 2017