

Scientific Committee / Speaker Conditions - [REDACTED]

1. GENERAL

This document contains the terms and conditions relating to the performance of the Services by Consultant. These terms and conditions, together with the specific conditions expressed in the Annexes (the “Terms and Conditions”), shall constitute the full and exclusive expression of the agreement of the Parties and supersede all prior agreements, understandings, writings, general terms and conditions, representations and communication, oral or written, of either Party with respect to the subject matter hereof. Any amendment or modification to these Terms and Conditions shall only be made in writing.

2. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

“Consultant”: means the legal entity which is contacted by JANSSEN to provide the Services.

“Party”/“Parties”: means either separately or collectively Consultant and/or JANSSEN.

“Services”: means the services provided by Consultant to JANSSEN as specified in Clause 3.1. and Annex 1.

3. SCOPE

- 3.1 Consultant agrees to act as a Scientific committee member for the purpose of designing the program of the event as specified in Annex 1.

Consultant agrees to provide a presentation relating to the topic and on the date, time and location as specified in Annex 1 (hereinafter “Presentation”). The Presentation shall not promote JANSSEN products, but shall focus on scientific and/or educational topics.

- 3.2 Consultant agrees to devote his best diligent efforts to provide the Services as requested by JANSSEN. Consultant agrees to cooperate with JANSSEN with respect to the specific content of the Services. However, Consultant acknowledges and agrees that as a manufacturer of health care products, JANSSEN's activities are regulated by the competent health authorities. Should Consultant make any reference to any JANSSEN product while providing the Services, Consultant agrees that such statements, including without limitation, representations relating to the use, safety and effectiveness/performance of the JANSSEN products and/or to actual or potential clinical outcomes which have been observed or can be expected when using said products, shall be fairly balanced. The Services shall not promote JANSSEN products, but shall focus on scientific and/or educational topics.
- 3.3 JANSSEN offers to review any materials prepared by Consultant for use during the Services from a regulatory point of view. It is, however, understood between the Parties that it is Consultant who will determine the content of the Services and who will be responsible for it. As part of the Services, Consultant agrees to disclose to attendees that Consultant is being compensated by JANSSEN in connection with the Services.

4. REMUNERATION AND PAYMENT

- 4.1 In consideration for the Services as further detailed in Annex 1, JANSSEN or its appointed agent shall pay to Consultant, within sixty (60) days as of the date of receipt of a valid invoice, a net amount as specified in Annex 1 provided the following conditions have been met:
- (i) Consultant shall sign, date and return a completed Service Performed Form provided by JANSSEN to verify Consultant's completion of the agreed Services. The said form is to be returned to JANSSEN in the manner prescribed by JANSSEN within forty-five (45) days of the completion of the Services by Consultant;
 - (ii) Consultant shall issue an invoice when the Services have been rendered. Invoices should be provided to JANSSEN or its appointed agent no more than three (3) months after the date the applicable payment is earned.
- Payment can only occur after the Services were provided and the Service Performed Form has been returned by Consultant to JANSSEN. The invoices will be issued in accordance with the provisions of Annex 1.
- 4.2 Additionally, JANSSEN or its appointed agent shall reimburse Consultant for any reasonable and documented out-of-pocket expenses incurred by Consultant which are related to the provision of the Services, provided that (a) such out-of-pocket expenses are consistent with the reimbursement policy of JANSSEN (attached hereto in Addendum) and (b) Consultant has obtained the prior written approval of JANSSEN for such out-of-pocket expenses and the anticipated costs. All travel arrangements for air, lodging and car rental will be directly organized by JANSSEN or its appointed agent in accordance with the applicable JANSSEN travel policy. Invoices shall be

Educational Speaker Conditions - [REDACTED]

1. GENERAL

This document contains the terms and conditions relating to the performance of the Services by Speaker. These terms and conditions, together with the specific conditions expressed in the Annexes (the “Terms and Conditions”), shall constitute the full and exclusive expression of the agreement of the Parties and supersede all prior agreements, understandings, writings, general terms and conditions, representations and communication, oral or written, of either Party with respect to the subject matter hereof. Any amendment or modification to these Terms and Conditions shall only be made in writing.

2. DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

“Speaker”: means the person contracted by JANSSEN to provide the Services.

“Party”/“Parties”: means either separately or collectively Speaker and/or JANSSEN.

“Services”: means the services provided by Speaker to JANSSEN as specified in Annex 1.

3. SCOPE

Speaker agrees to provide a presentation relating to the topic and on the date, time and location as specified in Annex 1 (hereinafter the “Presentation”).

The Presentation shall not promote JANSSEN products, but shall focus on scientific and/or educational topics. However, Speaker acknowledges and agrees that as a manufacturer of health care products, JANSSEN's activities are regulated by the competent health authorities. Should Speaker make any reference to any JANSSEN product in the Presentation, Speaker agrees that such statements, including without limitation, representations relating to the use, safety and effectiveness/performance of the JANSSEN products and/or to actual or potential clinical outcomes which have been observed or can be expected when using said products, shall be fairly balanced. JANSSEN offers to review the Presentation from a regulatory point of view. It is, however, understood between the Parties that it is Speaker who will determine the content of the Presentation and who will be responsible for it. As part of the Presentation, Speaker agrees to disclose to attendees that Speaker is being compensated by JANSSEN in connection with the provision of the Services.

4. REMUNERATION AND PAYMENT

- 4.1 In consideration for the Services as further detailed in Annex 1, JANSSEN or its appointed agent shall pay to Consultant, within sixty (60) days as of the date of receipt of a valid invoice, a net amount as specified in Annex 1 provided the following conditions have been met:

- (i) Consultant shall sign, date and return a completed Service Performed Form provided by JANSSEN to verify Consultant's completion of the agreed Services. The said form is to be returned to JANSSEN in the manner prescribed by JANSSEN within forty-five (45) days of the completion of the Services by Consultant;
- (ii) Consultant shall issue an invoice when the Services have been rendered. Invoices should be provided to JANSSEN or its appointed agent no more than three (3) months after the date the applicable payment is earned.

Payment can only occur after the Services were provided and the Service Performed Form has been returned by Consultant to JANSSEN. The invoices will be issued in accordance with the provisions of Annex 1.

- 4.2 Additionally, JANSSEN or its appointed agent shall reimburse Speaker for any reasonable and documented out-of-pocket expenses incurred by Speaker which are related to the Services, provided that (a) such out-of-pocket expenses are consistent with the reimbursement policy of JANSSEN (attached hereto in the Addendum) and (b) Speaker has obtained the prior written approval of JANSSEN for such out-of-pocket expenses and the anticipated costs. All travel arrangements for air, lodging and car rental will be directly organized by JANSSEN in accordance with the applicable JANSSEN travel policy. Invoices shall be issued according to the directions of payment as defined in this Section 4. The only monetary or economic obligation of JANSSEN to Speaker is to provide the compensation as set forth in this Section 4 and Annex 1.

- 4.3 Invoices that do not comply with the aforementioned requirements and the requirements of Annex 1, will not trigger any payment obligation by JANSSEN and thus Speaker shall not be entitled to any late payment fee.

- 4.4 In case Speaker is rendering services, as mentioned in this contract, from another country than Belgium (being the country of establishment of JANSSEN), the general B2B rule for cross-border services will be applicable, in

Contract reference: ICD_2293769 v. 54

[Advisory Board Expert Committee Meeting Agreement - [REDACTED] - 20.02.2026 - EV00502447]