

DOCTOR CONSENT to participate in the J&J Patient Support Programme

Consent to disclosure and use of personal information

I, Dr _____ hereby agree to the support rendered by Janssen Pharmaceutica (Pty) Ltd (t/a Johnson & Johnson Innovative Medicine) ("Johnson & Johnson") to patients who are prescribed **Xeplion** or **Trevicta** ("Product").

I understand that, prior to Johnson & Johnson's involvement, I am required to discuss with the patient the treatment options generally available, the benefits, risks and costs of each (National Health Act, 2003). Only after a treatment plan indicating the use of the above stipulated medication has been determined, and after the patient has consented to Johnson & Johnson's involvement, will I facilitate the patient's involvement in the Programme by providing information about the patient and my practice as required. I also understand that should the patient be eligible for a repeat-prescription/re-motivation, I am free to either continue the treatment or switch the patient, if so indicated and in accordance with the requirements of the Health Professions Council of South Africa ("HPCSA").

1. Through this consent, I agree, once the patient has agreed to participate in the J&J Patient Support Programme by signing a Patient Consent and Privacy Notice, to render support and provide access to Johnson & Johnson to enable them to provide the patient with the following services:
 - a) **Reimbursement assistance** - Johnson & Johnson will liaise with my practice, the patient's medical scheme and to assist with the medicine reimbursement process.
 - b) **Injection scheduling and reminder service** – coordinate the scheduling of the patient's injections with patient's choice of pharmacy and nurse and send patient reminders for subsequent injection dates.
 - c) **Script and medicine approval expiration reminder service.** A reminder service whereby the patient and I will be notified regarding the patient's upcoming medicine approval expiry date and script expiry date. Noting that I will re-assess condition and may or may not continue same treatment.

I undertake that I will not request or receive any form of consideration (monetary or otherwise) from the patient in respect of the services provided under the J&J Patient Support Programme as these services are provided by Johnson & Johnson at no cost to the patient and/or myself.

2. I understand that in order for Johnson & Johnson to provide the services as stated in clause 1, they will require personal and health related information of the patient including:
 - a) patient's name and surname, ID number, contact numbers and e-mail address, physical and postal address;
 - b) sex, age, weight, employment status, race (if required for the medicine application documents that I may complete for consideration of treatment and medical aid reimbursement);
 - c) medical aid scheme, option plan and medical aid number;
 - d) prescribed treatment, diagnosis, medical history, treatments, medical procedures and special investigations, blood and laboratory results; and
 - e) as well as dates of follow up appointments with me;collectively referred to as "Patient's Personal and Health Information".
3. I agree to facilitate the patient's participation in the J&J Patient Support Programme by providing the patient's Personal and Health Information to Johnson & Johnson, in accordance with the Patient Consent and Privacy Notice.
4. I further, consent to the privacy notice annexed as Annex 1, and agree to provide Johnson & Johnson the following personal information related to me:
Name and surname / Practice number / Practice contact numbers / Practice e-mail addresses / relevant practice staff contact names & surnames.
collectively referred to as "My Personal Information".
5. I understand that in order for Johnson & Johnson to provide the services stated in clause 1, Johnson & Johnson will contact the medical scheme on my behalf, and with my express consent and agreement. In this process Johnson & Johnson will not make any treatment decisions, or provide any advice as to the treatment chosen, and will carry out my instructions.

Initials:

6. I understand that some or all of the Patient's Personal and Health Information and my information set out in clause 4 above will be transferred via e-mail to the patient's medical aid, the patient's chosen pharmacy, treatment centre (if applicable) ("Authorised Parties"). I grant Johnson & Johnson permission to transfer My Personal Information to the Authorised Parties.
7. I understand that the Patient's Personal and Health Information, required for the management of the services as stated in clause 1, will be captured and securely kept within the BioAccess Patient Management system of Johnson & Johnson:
Name and surname / contact numbers / e-mail address / physical and postal address / ID number / medical aid, plan option and medical aid number / prescribed treatment / diagnosis / doctor and doctor contact details / script related information / medicine approval related information / injection treatment dates.
8. I also understand that My Personal Information, required for the management of the services as stated in clause 1, will be captured and securely kept within the BioAccess Patient Management system of Johnson & Johnson.
9. I understand that Johnson & Johnson will safely manage and store my Personal Information for the period necessary to fulfil the purposes outlined in this Patient consent form unless a longer retention period is required or allowed by law or to otherwise fulfil a legal obligation. The criteria used to determine our retention periods include: (i) the length of time we have an ongoing relationship with you; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).
10. I understand that the J&J Patient Support Programme is there to provide support only. Johnson & Johnson cannot make any guarantees in relation to any of the services rendered, or the impact of its product and the services on a patient's health. Johnson & Johnson cannot be held liable if an application for treatment has not been successful. Johnson & Johnson and its staff or contractors cannot provide any healthcare service or advice and they will refer the patient back to me on all such matters.
11. I understand that Johnson & Johnson is required to report any side effects that the patient might experience during treatment, to Johnson & Johnson Global Medical Safety. In such an event the safety event will be reported according to company requirements however patient identifiable information is kept confidential.

I hereby confirm that I

- a) have read and understand the extent of this consent and the Privacy Notice set out below in Annex 1;
- b) have the right to withdraw this consent at any time by contacting the J&J Patient Support Services team on 0800 11 21 01 or jps@its.jnj.com.

Doctor signature _____

Doctor Name & Surname _____

Practice number _____

Date _____

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ANNEX 1 – PRIVACY NOTICE AGREEMENT OF AUTHORISATION TO COLLECT, USE AND DISCLOSE HEALTH INFORMATION

Janssen Pharmaceutica (Pty) Ltd (t/a Johnson & Johnson Innovative Medicine) (“Johnson & Johnson”) cares about your privacy and wants you to be familiar with how we collect, use and disclose personal information.

With your consent, we will use your personal information to manage our relationship with you, in accordance with our Privacy Notice, below. You may withdraw your consent at any time. Your personal information will be shared with our affiliates, service providers, and other third parties, as described in our Privacy Notice. Your personal information may be transferred to countries outside of your country of residence, including the United States, which may provide for different data protection rules than in your country.

1. **Information collection.** With your consent, Johnson & Johnson will collect your personal information from you for the purposes of administering the Program, evaluating the effectiveness of the Program, and communicating information about the Program to you.
2. **Disclosure of information:** We may disclose your personal information to our affiliates for the purposes described in this Privacy Notice. A list of our affiliates is available at <http://www.investor.jnj.com/sec.cfm> (click on the link to Form 10K, Exhibit 21, under “SEC Filings”). We may also disclose the personal information to unaffiliated third parties, but only to service providers that we use to support our business.
3. **Your Privacy Rights.** You have the right to request to review the personal information we have collected about you, as well as the right to request correction, deletion, blocking, data portability and restriction of our use of such information. You may also withdraw your consent to our processing of your personal information for the purposes described above at any time. You can make a request or withdraw your consent by contacting our J&J Patient Support Services team at jps@its.jnj.com.
4. **Cross-Border Transfer.** The use and disclosure of personal information contemplated in this Privacy Notice may involve a transfer of the information to jurisdictions located outside your country of residence, including the United States, which may provide for different data protection rules than in your country. Appropriate contractual and other measures are in place to protect your personal information when it is transferred.
5. **Data Retention.** We will retain your personal information for as long as needed or permitted in the light of the purpose(s) for which it was obtained. The criteria used to determine our retention periods include: (i) the length of time we have an ongoing relationship with you and provide the service to you; (ii) whether there is a legal obligation to which we are subject; and (iii) whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation, or regulatory investigations).
6. **Lodging a Complaint.** You may lodge a complaint with the Information Regulator (South Africa). Contact information for the Information Regulator is: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001; Tel 010 023 5200; e-mail enquiries@inforegulator.org.za

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