

GENERAL TERMS AND CONDITIONS

一般条款和条件

1. Transaction Documents 交易文件

1.1 An entire agreement between Novartis and Supplier with respect to any specific transaction shall be comprised of one or more of the following documents (collectively, the "Transaction Documents" and each a "Transaction Document"), and any inconsistency among the Transaction Documents with respect to such specific transaction shall be resolved by giving precedence in the order of the following documents unless otherwise specifically provided in the Transaction Documents:

- (a) Any specific long-term or one-off contract or agreement governing the provision of services/products or other collaborations (the "Contract");
- (b) These General Terms and Conditions;
- (c) Purchase Order; and
- (d) Other documents (if necessary) (e.g., Work Order/Statement of Work).

诺华与供应商之间就某个特定交易的全部协议应包括下列一个或多个文件（统称为“交易文件”，每一个文件称为一份“交易文件”），若该等特定交易的交易文件间有任何不一致之处，则除非交易文件另有明确约定，交易文件的优先等级应以以下次序降序排列：

- (a) 与提供服务/产品或其他合作有关的任何特定的长期或一次性合同或协议（“合同”）；
- (b) 本一般条款和条件；
- (c) 采购订单；和
- (d) 其他文件（如有）（例如工作订单/工作说明书）。

1.2 Supplier hereby acknowledges and agrees that in the event that both (x) a Purchase Order and (y) a Contract will be entered into between Novartis and Supplier, Supplier shall not start to fulfil any of its obligations or incur any cost unless and until (x) the Purchase Order has been issued by Novartis to Supplier, and (y) the Contract has been duly signed by both parties.

供应商承认和同意若（x）采购订单，和（y）合同 均被诺华和供应商签署，则除非直至（x）诺华已向供应商下达采购订单，且（y）双方已正式签署了合同，供应商不应开始履行其任何义务或产生任何费用。

1.3 Supplier hereby further acknowledges and agrees that if it, within three (3) days after a Purchase Order has been sent by Novartis to an email account specified by Supplier in writing earlier, does not inform Novartis in writing that it does not agree to any term under such Purchase Order, Supplier shall be deemed as having agreed to and been bound by such Purchase Order issued by Novartis.

供应商在此确认并同意，如果供应商在诺华通过其之前书面提供的邮箱账号向其发送采购订单之后的三天之内，没有书面通知诺华其不同意采购订单中的任何条款，供应商将被视为已经同意并且愿意接受该采购订单。

1.4 Supplier agrees and confirms that the Affiliates of Novartis (including but not limited to Beijing Novartis Pharma Co., Ltd., Shanghai Novartis Trading Ltd., China Novartis Institutes for Bio-Medical Research Co., Ltd., Suzhou Novartis Technical Development Co., Ltd., Sandoz (China) Pharmaceutical Co., Ltd., each hereinafter as an "Affiliate") shall have the right to issue Work Order(s) to Supplier based on the terms under the Transaction Documents, and Supplier shall not reject such Work Orders unless Supplier has any legal ground. Unless otherwise agreed by Supplier and any Affiliate of Novartis, upon effectiveness of the Work Order(s) between Supplier and any such Affiliate of Novartis, the terms hereunder shall automatically be incorporated into and apply to such Work Orders. In case Supplier breaches any provisions under such Work Order(s), Supplier shall assume default liabilities and pay liquidated damages or other compensation to such Affiliate of Novartis directly. For purpose of clarification, any agreement or Work Order between Supplier and Novartis or any Affiliate of Novartis is an independent agreement, and the entity which enters into the agreement or the Work Order with Supplier shall independently perform the obligations and pay service fees to Supplier pursuant to the terms and conditions thereunder. In no event shall Novartis or any of its Affiliates assume any joint liability with respect to any obligations under any agreement or Work Order that is executed by another Affiliate.

供应商确认，诺华集团下属在华企业及在华企业分支机构(包括北京诺华制药有限公司、上海诺华贸易有限公司、诺华(中国)生物医学研究有限公司、苏州诺华医药科技研发有限公司、山德士(中国)制药有限公司，以下各自单独称为“附属公司”)有权按照交易文件约定的条款及条件内容向供应商发出采购要约或要约邀请，供应商无正当理由不得拒绝接受诺华附属公司的前述采购要约或要约邀请；且一旦诺华附属公司和供应商之间就此所签订的个别订单生效，则交易文件的条款应自动适用于该等订单；如供应商未按照交易文件履行前述生效的订单的，则供应商需向诺华附属公司直接承担违约赔偿责任。

为避免歧义, 该等个别协议或订单构成供应商和诺华或诺华附属公司之间独立的合同法律关系, 诺华或诺华附属公司基于该等个别订单而各自独立地对供应商享有合同权利及承担合同义务。在任何情况下均不应视为诺华和诺华附属公司相互间需共同对供应商承担任何连带责任。

2. Delivery and Inspection 交付和检验

Supplier shall deliver the goods or perform the services ordered under the relevant Transaction Documents to/at Novartis facility (or other designated Novartis location) set forth in the Transaction Documents or as otherwise conveyed in writing by Novartis to Supplier ("Delivery Point"). Goods delivered under the Transaction Documents shall be subject to inspection and testing at the Delivery Point (or, if purchased for export, at the ultimate destination abroad). All or any part of the order may be returned at Supplier's expense if found within a reasonable time from the date of Novartis's inspection and testing to be defective or not in accordance with the Transaction Documents. Acceptance of all or part of the goods, or payment therefore, or failure to notify Supplier promptly, shall not waive nor affect Novartis's right to cancel all or any part of the Purchase Order, return all or part of goods, seek liquidated damages or indemnification based on Supplier's warranties or agreements of indemnity, or any other remedies Novartis may have pursuant to the Transaction Documents and the applicable People's Republic of China laws and regulations. Supplier shall bear the cost of inspecting and testing of goods which are rejected. 供应商应向/在交易文件指定的诺华地点或诺华书面另行通知的其它地点(简称“交付地点”)向诺华交付货物或提供服务。交易文件下的交付的产品须在交付地点(如果是基于出口目的的采购, 则在最终的国外目的地)进行检验和检测。如果诺华在自检验和检测之日起的合理期限内发现货物有缺陷或与交易文件不符, 则诺华有权决定退还全部或部分的货物, 因此产生的费用由供应商承担。诺华接受全部或部分货物, 或因此而付款, 或未能及时通知供应商, 并不意味着诺华放弃、亦不会影响诺华的如下权利: 全部或部分地撤销采购订单的权利; 退回全部或部分货物的权利; 基于供应商承诺或赔偿约定进行索赔的权利; 以及其他诺华根据适用的中华人民共和国的法律法规应享有的救济。供应商应自行承担被拒收货物的检验检测费用。

3. Title and Risk of Loss 所有权和灭失风险

Title and risk of loss to goods delivered to Novartis pursuant to the Transaction Documents shall be transferred to Novartis at the Delivery Point after the goods have passed inspection process and been accepted by Novartis. 根据交易文件交付的产品之所有权和灭失风险应在产品运抵交付地点且经诺华验收合格和接受后转移至诺华。

4. Time of Essence, Cancellation 时间至关重要; 撤销

Novartis may cancel all or any part of the Purchase Order(s) or may refuse to accept (and in the case of goods, may choose to return) any goods or services ordered hereunder if Supplier fails to deliver the goods or services within the time specified in the Transaction Documents (time being of the essence hereof), or fails to deliver all or any part of the goods or services in accordance with the terms under the Transaction Documents. Acceptance of part of the goods and services shall not oblige Novartis to accept later shipments of goods or performance of services, nor affect Novartis's right to return goods already accepted.

如果供应商未能按照交易文件规定的时间交付产品或提供服务(时间对于交易文件下的产品交付/服务提供至关重要), 或未能按照交易文件的规定交付产品或提供服务, 则诺华有权撤销全部或部分采购订单, 或拒收任何产品或服务(包括在标的是货物情况下可选择退货)。接受部分产品或服务, 并不意味着诺华有义务后续继续接受产品或服务, 其亦不影响诺华退还已接受产品的权利。

In the event Supplier fails to meet the delivery schedule under the Purchase Order, Novartis shall have the right to, without prejudice to its other remedies available, deduct from the Purchase Order price the liquidated damages as specified below: (i) for the first week of delay, if Supplier is able to provide an acceptable reason, no liquidated damages will be payable by Supplier; (ii) starting from the second week of delay, Supplier will need to pay liquidated damages to Novartis at the amount of 5% of total price under the relevant Purchase Order(s) per week, unless such delay is caused by a Force Majeure event, and (iii) if Supplier fails to deliver the goods/services within four (4) weeks after the due date or any other grace period agreed by both parties, without prejudice to any other rights Novartis may have (including but not limited to the right to collect liquidated damages), Novartis shall have the right to (x) terminate the related Transaction Documents in whole or in part, (y) refuse to accept any subsequent delivery of goods/services which Supplier attempts to deliver; and/or (z) recover from Supplier any expenditure reasonably incurred by Novartis in obtaining the goods/services in substitution from another supplier and claim damages for any additional costs, losses or expenses incurred by Novartis which are in any way attributable to Supplier's failure to deliver the goods/services on the due date.

若供应商未能依据采购订单约定的时间交付服务/产品, 则诺华有权(在不影响其他救济的情况下)根据以下标准从采购订单下的应付帐款中扣除违约金: (i)在迟延履行的一周内, 若供应商能提供合理的理由, 供应商无需承担任何违约金; (ii)自迟延履行的第二周起, 每迟延一周, 供应商应向诺华支付相关订单金额的 5%作为违约金, 除非该等迟延履行是由于不可抗力事件所导致的; 和(iii)若供应商在约定的交付日期后的四(4)周(或双方约定的其他宽限期)内仍未能交付产品/提供服务的, 则在不影响诺华享有的任何其他权利(包括但不限于收取违约金的权利)的前提下, 诺华有权(x)终止全部或部分的相关交易文件; (y)拒绝接受供应商事后试图提供的产品/服务; 和/或(z)要求供应商承担诺华为从其他供应商处取得替代的产品/服务而合理产生的任何费用, 并要求供应商赔偿诺华因供应商未能按时提供产品/服务而产生的任何额外成本、损失或费用。

5. Supply of Goods/Services 产品/服务的提供

When performing the obligations under the Transaction Documents, the following provisions shall apply in addition to other applicable provisions under the Transaction Documents:

在履行交易文件要求的义务时，除了交易文件下的其他适用条款之外，以下条款也应当适用：

- (a) Any obligation performed thereunder is in Supplier's capacity as an independent contractor and Supplier shall be solely responsible for and have control over the means, methods, techniques, and sequences of the services/goods. Neither Supplier nor its employee, agent, or representative is the employee of Novartis, and Supplier retains the exclusive right to hire, discipline, evaluate and terminate its own employees and to set their hours, wages and terms and conditions of employment. Supplier is not entitled to, and will not, receive from Novartis any insurance coverage, pension, investment saving plan contribution or other benefits provided, by or on behalf of Novartis to its employees, agents or representatives. Supplier agrees that neither itself nor its employee, agent or representative will claim to be an employee of Novartis for any purpose, and that any such claim will constitute a breach of the related Transaction Documents.

本协议项下的任何义务应由供应商作为一个独立的供应商来履行。供应商应全权负责和控制服务/产品的手段，方法，技术和顺序。供应商或其雇员、代理人或代表都不是诺华的员工。供应商保留雇用、处罚、评估和解雇其雇员，以及设定其工作时间、工资以及雇佣条款和条件的排他性权利。供应商无权，也不会收到来自诺华的任何保险、养老金、投资储蓄计划或者由诺华或代表诺华提供给其雇员的任何其他福利。供应商同意，其以及其任何雇员、代理人或代表均不会为任何目的声称其是诺华的员工，并且同意任何该等声称均将构成对相关交易文件的违反。

- (b) Supplier shall, at its sole expense, obtain, keep in force, and comply with, any and all permits, licenses, qualifications and approvals (collectively, "Permits") required under any applicable laws and regulations with respect to the services/goods provided thereunder, including, but not limited to, any and all immigration documents, visas, clearances and the like necessary and appropriate for the lawful rendition of the provisions of services/goods thereunder.

供应商应自担费用，获得并符合所提供的服务/产品相关法律法规要求的所有许可证、执照、资质和批准（统称“许可证”）并保持其效力，包括但不限于，任何所有的移民文件、签证、清关等本协议项下的服务/产品相关法律法规条款要求的必要文件。

- (c) (i) All inventions and discoveries made and/or developed by Supplier or one or more of its employees, agents and/or representatives, alone or together with one or more others, as a result of the performance of obligations under the Transaction Documents (collectively "Inventions"), and any patents on any Inventions(s), shall be the sole and exclusive property of Novartis, and Supplier hereby assigns, grants and conveys, and agrees to assign, grant and convey and to require its employees, agents and representatives to assign, grant and convey, to Novartis all right, title and interest in and to any Inventions and any such patents and to execute all documents reasonably deemed necessary or desirable by Novartis to perfect its sole and exclusive ownership of such Inventions and patents. Without Novartis's prior written consent, neither Supplier nor one or more of its employees, agents and/or representatives, alone or together with one or more others, shall file any patent applications on any Inventions. As used in these General Terms and Conditions, the term "Inventions" includes patentable and un-patentable inventions and discoveries, and the term "patents" includes both China and foreign patents, extensions thereof, reissues thereof, re-examination certificates issued therefore and supplemental protection certificates based thereon, and applications for all of the foregoing.

由供应商或其一个或多个雇员、代理人和/或代表单独或共同因提供交易文件下的服务而做出和/或开发的所有发明或发现（统称为“发明”），以及任何发明的任何专利，均为诺华独有且排他的财产。供应商特此向诺华转让、授予和移交，并同意该等转让、授予和移交，且要求其雇员、代理人 and 代表向诺华转让、授予和移交这些发明及其专利的所有权利、所有权和利益，并应签署诺华为实现其对该等发明及专利的独有且排他的所有权而被合理认为是必须或者要求的文件。未经诺华书面许可，无论是供应商还是其一个或多个雇员、代理人或代表，均无权单独或共同就任何发明递交任何专利权申请。在本采购订单中，“发明”一词的含义包括可获得专利的和不可获得专利的发明或发现；“专利”一词的含义包括中国专利和外国专利，以及基于上述专利的延期、再颁发、复审证书、补充专利保护证书，以及对上述证书的全部申请。

(ii) All works, including, but not limited to, information, materials, documents, software code or programs (together with any related documentation), research results, designs and plans falling outside the scope of Inventions prepared and/or created as a result of the performance of obligations pursuant to the Transaction Documents (collectively the "Works") shall be the sole property of Novartis, and Novartis does and shall own all right, title and interest in all such Works. Supplier hereby assigns, grants and conveys, and agrees to assign, grant and convey and to require its employees, agents and representatives to assign, grant and convey to Novartis all right, title and

interest in and to any intellectual property rights, including any copyrights, trademarks and service marks, in each such Work. The foregoing intellectual property rights include, but are not limited to, (i) all rights to register, or to renew any registration(s) for, such intellectual property rights, (ii) all causes of action related to such intellectual property rights and (iii) any and all moral rights, so-called *droits morale* and rights of attribution. Supplier hereby agrees to execute, and to require its employees, agents and representatives to execute, all documents reasonably deemed necessary or desirable by Novartis to perfect its ownership of such Works and any intellectual property rights in such Works. Without the written consent of Novartis, Supplier will not attempt to register any Work, or any part thereof, at any applicable registration offices in China, or any foreign counterpart of any of these offices. As used in these General Terms and Conditions, terms such as “copyrights”, “trademarks” and “service marks” include both China and foreign copy rights, trademarks and service marks, respectively, and applications therefore.

因提供交易文件下的服务而准备或者完成的所有发明之外的作品，包括但不限于信息、材料、文件、软件代码或程序（以及相关参考资料）、调研成果、设计及图纸（统称为“作品”），均为诺华的专有财产，诺华拥有这些作品的所有权利、所有权和利益。供应商特此向诺华转让、授予和移交，并同意该等转让、授予和移交，且要求其雇员、代理人和代表向诺华转让、授予和移交这些知识产权的所有权利、名称和利益，包括版权、商标权和服务商标。上文中所提及的知识产权，包括但不限于(i) 该等知识产权的申请权、注册权和展期权；(ii) 与该知识产权相关的权利主张的支持依据，以及(iii) 与知识产权相关的人身权。供应商应签署并要求其雇员、代理人或代表签署诺华为实现其对该等作品的所有权以及任何知识产权而被合理认为是必须的或者要求的文件。未经诺华书面允许，供应商不得试图在任何境内或境外机构注册上述作品或其部分权利。在本一般条款和条件中，“版权”、“商标权”、“服务商标”等词根据上下文的需要均分别代表中国和国外的版权、商标权、服务商标以及其申请。

(iii) Notwithstanding the above provisions, the Supplier's intellectual property rights that existed before the effective date or not created and/or developed in accordance with the Transaction Documents after the effective date are still owned by the Supplier ("Supplier Intellectual Property Rights"). If the deliverables or services provided by the Supplier require the use of the Supplier's intellectual property rights, the Supplier hereby grants Novartis a permanent, non-exclusive, worldwide, free, and sublicensable license to use, and Novartis is only licensed to unrestricted use of the deliverables or services under the Transaction Documents to use the Supplier's intellectual property rights in the foregoing deliverables or services.

尽管有上述规定，供应商在生效日前已经存在的知识产权，或者在生效日之后并非根据交易文件创设和/或开发的知识产权仍归供应商所有（“供应商知识产权”）。如供应商提供的交付成果或服务需要使用供应商知识产权，供应商在此授予诺华一项永久的、非独占的、世界范围的、免费的、可再许可的许可使用权，许可诺华仅在不受限制地使用交易文件项下的交付成果或服务的范围内使用前述交付成果或服务中的供应商知识产权。

(iv) If the deliverables or services provided by the Supplier contain any third-party intellectual property rights, the Supplier shall ensure that: (1) the use of such third-party intellectual property rights has been fully authorized and the deliverables or services provided does not infringe the intellectual property rights of any third party; (2) Novartis obtains the same license as Section 5(c)(iv) for such third party intellectual property rights. Otherwise, the Supplier shall compensate Novartis for all losses (including but not limited to litigation/arbitration fees and legal fees) suffered by any third party claiming intellectual property infringement.

如供应商提供的交付成果或服务中包含任何第三方知识产权的，供应商应确保：（1）其对该等第三方知识产权的使用已经获得了充分的授权，其提供的交付成果或服务不侵犯任何第三方的知识产权；（2）诺华就该等第三方知识产权获得与第5(c)(iv)条同等的许可。否则，供应商应赔偿诺华因任何第三方主张知识产权侵权而遭受的所有损失（包括但不限于诉讼/仲裁费和律师费）。

(v) Unless expressly stipulated in the Transaction Documents, the Transaction Documents do not grant any right in the existing intellectual property rights of either party to the other.

除非交易文件明确约定，交易文件不授予任何一方另一方既有知识产权中的任何权利。

- (d) Novartis retains the exclusive ownership interest in all tools, patterns, moulds, printing plates, drawing, plans, prints materials (including, without limitation, all graphics and files), information, software, hardware, and any other equipment that Novartis may supply to Supplier in the course of Supplier's performance of the obligations thereunder, and Supplier acknowledges Novartis's exclusive ownership interest in the foregoing and agrees not to contest such interest. Supplier may use the foregoing only to provide the services/goods thereunder, and shall carefully keep the foregoing and maintain them in good operating condition at all times. Novartis shall have the right to, by notifying Supplier in writing, take back any and all the above-mentioned tools, patterns, moulds, printing plates, drawing, plans, prints materials, information, software, hardware, and any other equipment.

在供应商履行义务的过程中，诺华对所有的由诺华提供给供应商的器具、工具、模具、打印板、制图、规划、材料（包括但不限于所有的图表和文件）、信息、软件、硬件及任何其他设备享有

专有所有权。供应商承认诺华的上述专有所有权，并承诺不就该等权利主张利益。供应商仅可将上述财产用于提供服务/产品，且应妥善保管和维护上述财产并使其始终处于良好的工作状态。诺华应有权，在书面通知供应商的情况下，收回任何和所有的上述器具、工具、模具、打印板、制图、规划、材料、信息、软件、硬件及任何其他设备。

- (e) As a condition precedent to any payment, Supplier will furnish waivers or release of contractors' rights to file mechanic's liens against the work, materials, articles or equipment. Supplier promises to keep said property free and clear of all liens for materials and labor incident to the obligations thereunder. Supplier also waives its right to assert any lien on its own behalf and shall include in all contracts with subcontractors, labourers, and materialmen a clause containing similar provisions. In the event any lien is attached after final payment is made by Novartis pursuant to the Transaction Documents, Supplier shall refund to Novartis all expenses incurred by Novartis in discharging such liens. Novartis shall have the right, at Novartis's option, to remove any such lien by making payment to the claiming party without verifying the truthfulness and validity of the lien. All such payment shall be charged to Supplier or treated as setoff against payment payable to Supplier by Novartis.

作为任何付款的先决条件，供应商将放弃或解除其对工作、材料、物品或设备享有的留置权。供应商承诺保证上述财产无任何权利负担，并解除所有与履行本一般条款和条件项下的义务有关的材料和劳动力的留置权。供应商也放弃代表自身主张任何留置权的权利，并将在所有与分包商、工人、材料商签订的合同中包含类似的条款。如果诺华根据交易文件进行最后付款之后上述财产仍附有任何权利负担，供应商应退还给诺华为解除该权利负担而产生的所有费用。诺华有权选择通过支付给留置权人相关费用解除留置权，而不核对该留置权的真实性和有效性。以上所有费用将向供应商收取或抵销诺华对供应商的付款。

6. Price and Payment 价格和付款

- 6.1 If no price is specified on the Purchase Order or any other Transaction Documents, the goods and/or services furnished thereunder shall be billed at the price last quoted to Novartis, or at the prevailing market price, whichever is lower.

如果在采购订单或任何其他交易文件中未载明价格，则本一般条款和条件下提供的产品和/或服务应以给诺华的最后报价或者以通行的市场价格计价，以价格较低者为准。

- 6.2 Novartis will only reimburse those out-of-pocket expenses that are reasonable, necessary and expressly authorized under the relevant Transaction Documents or otherwise approved by Novartis in writing. All such expenses shall be billed at actual cost and must be supported by the verified true and accurate invoices, receipts or other appropriate documentation requested by Novartis. Otherwise, Novartis shall have the right to refuse to make any payment.

诺华仅报销那些合理、必要以及在有关交易文件中明确授权或者诺华书面批准的自付费用。所有这些费用应按实际开销计费，并必须提供经核实的真实和准确的发票、收据或诺华要求的其他相关文件。否则，诺华有权拒绝支付任何款项。

- 6.3 Unless otherwise provided under the Transaction Documents, no charge will be allowed for packing, boxing, cartage or insurance, and Supplier shall prepay and assume all shipping charges. Unless otherwise agreed in writing by both parties through an order or other means, the service fee shall include all costs, remuneration, and expenses. Novartis is not obliged to pay any additional fees for the services provided by the Supplier under the Transaction Documents (including relevant orders) in addition to the service fee (including but not limited to the additional costs incurred by the Supplier due to delayed performance or correction of any service defects and the costs incurred by the time of the Supplier's personnel, etc.).

除非在交易文件中另有规定，供应商不应要求诺华承担任何包装、打包、搬运或保险费用，供应商应预付和承担所有运费。除非双方通过订单或者其他方式另行书面同意，服务费应包括所有成本、报酬、费用，诺华无义务在服务费之外就供应商根据交易文件（包括适用的订单）提供的服务额外支付任何费用（包括但不限于供应商因迟延履行或纠正任何服务缺陷而产生的额外费用以及供应商人员的在途时间所产生的费用等）。

- 6.4 Supplier shall send the invoice to Novartis after the services/goods have been delivered to the satisfaction of Novartis, which invoice shall cover the value of the goods delivered or service provided. Unless Novartis has any question or comment on the services/goods rendered by Supplier or the invoice issued by Supplier, relevant payment due shall be released within ninety (90) days or any longer payment period as specified under the relevant Statement of Work or Purchase Order(s) (whichever period is longer) after Novartis has received (x) the verified true and accurate invoice issued by Supplier, and (y) a copy of the Purchase Order with the written confirmation from Novartis that goods/services have been received by Novartis and have passed Novartis's inspection and testing.

供应商应该在向诺华交付令其满意的服务/产品之后，向诺华寄送发票。该发票应当体现所交付产品或服务的价值。除非诺华对供应商提供的服务/产品或者供应商开具的发票有任何问题或意见，诺华应当在收到以下文件的 90 天之内或按照适用的工作说明书或采购订单中载明的更长的付款周期（以较长付款周期为准）向供应商支付相关价

款: (x) 供应商开具的已经验证的真实准确的发票, 和(y) 一份采购订单的复印件, 并附有诺华书面确认已收到该产品/服务, 且该产品/服务已经通过诺华检查和验收。

- 6.5 The finance department of Novartis will only accept the invoice that is issued after the delivered goods/provided services have passed the inspection and testing of Novartis. Any invoice issued before the actual delivery date of the goods/services will be refused and returned by Novartis.

诺华财务部仅接受在交付的产品或者提供的服务通过诺华的检查 and 验收之后开具的发票。任何在产品/服务交付之前开具的发票均将会被诺华拒绝或者退回。

- 6.6 Novartis has the right to decline the payment, if the Purchase Order value is not equal to the invoice value or the good receipt value.

如果采购订单价值与发票金额或者收据金额不符, 诺华有权拒绝付款。

- 6.7 If Novartis has received and accepted the goods/services provided by Supplier, but does not receive the invoice issued by Supplier (including the invoice for instalment or partial payment) within thirty (30) days after the goods/services have been received and accepted, Novartis shall have the right to claim Supplier against any financial losses (if any) suffered by Novartis therefrom.

如果诺华收到且接受了供应商提供的产品/服务, 但是在收到以及接受产品/服务后 30 天之内没有收到供应商开具的发票 (包括分期付款或者部分付款的发票), 诺华有权要求供应商支付诺华因此遭受的任何财务损失 (如有)。

- 6.8 If it is the first time for Supplier to provide the services/goods to Novartis, Supplier shall provide the Business License or the registration certificate with similar nature, the Tax Registration Certificate (if any), or any other qualification license and documents requested by Novartis to the procurement department of Novartis. Each of such documents shall be affixed with the company chop of Supplier and be provided to Novartis via both email and facsimile. Otherwise, Novartis shall not be liable for any delay or failure of payment arising therefrom.

对于第一次向诺华提供产品/服务的供应商, 供应商须按要求向诺华采购部提交《营业执照》或类似的注册登记文件、《税务登记证》(如有)、相关“资质证书”、以及任何其他诺华要求的文件。任何该等文件均需加盖供应商公章并以邮件和传真的方式向诺华提供。否则, 诺华对由此引起的付款迟延不承担任何责任。

7. Confidentiality 保密

When performing the obligations under the Transaction Documents, Supplier may have access to private or confidential information of Novartis, including, but not limited to, technical information, sales, cost and other unpublished financial information, product and business information, marketing data and plans and trade secrets (“Confidential Information”). Supplier acknowledges and agrees that the Transaction Documents themselves, the Works, Inventions, and all knowledge related to Novartis that Supplier may gain from its performance of the obligations under the Transaction Documents shall be deemed Confidential Information owned by Novartis. Supplier agrees that: (i) all Confidential Information shall remain the exclusive property of Novartis; (ii) it shall maintain, and shall use prudent methods, but in no event less than commercially reasonable efforts, to cause its employees (and, if approved pursuant to the applicable Transaction Documents, its sub-contractors and agents) to maintain the confidentiality and secrecy of the Confidential Information; (iii) it shall not, and shall use prudent methods to ensure that its employees, subcontractors and agents do not, copy, publish, disclose to any third parties or use (other than pursuant to the terms hereof) the Confidential Information; and (iv) it shall return or destroy all copies of Confidential Information upon request of Novartis, and promptly certify in writing as to such destruction having occurred. The obligation of non-disclosure by Supplier shall not apply where the Supplier is required to disclose Confidential Information pursuant to judicial process, court order or administrative request, provided that Supplier has notified Novartis sufficiently in advance of any such disclosure so as to allow Novartis to seek a protective measure. Supplier shall keep Confidential Information confidential pursuant to the provisions under Appendix A hereto.

在履行交易文件规定的义务之时, 供应商可能接触诺华的隐私或者保密信息, 包括但不限于技术信息、销售、成本以及其他未公开的财务信息、产品及业务信息、市场数据以及计划和商业秘密 (统称“保密信息”)。供应商承认并且同意交易文件本身、作品、发明以及供应商从履行交易文件义务的过程中可能获得所有与诺华有关的讯息将被视为诺华拥有的保密信息。供应商同意 (i) 所有保密信息均为诺华的专有财产; (ii) 其应保持并采用谨慎的方法, 但在任何情况下, 不低于商业上的合理努力, 确保其员工 (如果适用的交易文件批准, 其分包商和代理商) 保持保密信息的保密性; (iii) 其应使用谨慎方法确保其员工、分包商以及代理商不会复制、出版、向任一第三方披露或者 (未按照本协议条款规定) 使用保密信息; (iv) 按照诺华要求, 归还或者销毁所有保密信息复印件, 及时提供销毁的书面声明。供应商不披露的义务将不适用于根据司法程序、法院命令或行政要求必须披露的保密信息。这种情况下, 供应商应事先通知诺华该等披露, 以便其能够寻求保护措施。供应商应根据附件 A 的标准保护保密信息。

8. Representations and Warranties of Supplier 供应商的陈述和保证

Supplier hereby represents and warrants that:

供应商兹此陈述并保证:

- (a) In exercising its rights and performing its obligations under the Transaction Documents, the Supplier will:
- (i) Not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe;
 - (ii) comply with all applicable laws and regulations, including those related to bribery and corruption (such as, but not limited to, the US Foreign Corrupt Practices Act, UK Bribery Act);
 - (iii) comply with industry standards;
 - (iv) comply with all policies and guidelines provided to it by Novartis in relation to the Supplier's activities hereunder including without limitation the Third Party Code, and as amended from time to time. In the event that Novartis issues additional guidelines or policies in relation to the Supplier's activities hereunder, Novartis will provide the Supplier with a copy and the Supplier will duly comply with such guidelines and policies thereafter. The Supplier hereby confirms that it has read and understood the above mentioned Novartis' policies and guidelines; and
 - (v) perform its obligations under the Transaction Documents with high ethical and moral business and personal integrity standards.

The Supplier's breach of any obligation set forth in this section shall constitute a material breach hereunder, and Novartis shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

在行使交易文件规定的权利并履行其中规定的义务的过程中，供应商应：

- (i) 不得承诺、提供、支付或让人支付、收受款项或诱导付款或采取任何可被视为贿赂之行动；
- (ii) 遵循所有适用的法律和法规，包括与反贿赂和反腐败相关的法律（例如但不限于美国反海外腐败法和英国反贿赂法案）；
- (iii) 遵守行业标准；
- (iv) 遵守由诺华提供的与交易文件规定的与供应商活动相关的所有政策和指南（包括但不限于第三方准则），包括定期修订的更新内容。如果诺华发布其他与交易文件规定的供应商活动相关的指南或政策，诺华将向供应商提供一份副本，此后供应商需严格遵守此类指南和政策。供应商特此确认其已阅读并理解上述诺华政策和指南；且
- (v) 根据高度伦理与道德的商业和个人诚信标准，履行交易文件规定的义务。

供应商若违反本条所规定的任何义务，则构成重大违约，且诺华有权根据第 13.3 条终止相关交易文件。

- (b) The Supplier shall comply with all requirements of the Novartis' Professional Practices Policy ("P3 Policy") as updated from time to time to the extent such requirements are applicable to the Services/Products being provided by the Supplier hereunder. Without limitation, the Supplier shall:
- (i) it shall perform its duties under the Transaction Documents in compliance with all applicable laws, regulations, ordinances and rules, including but not limited to those applicable laws described under sub-sections (a) above, and the provisions in relation to anti-bribery in the Criminal Law, Anti-Unfair Competition Law, the Provisional Regulations on the Prohibition of Commercial Bribery and Foreign Corruption Practices Act of USA, etc.;
 - (ii) not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe;
 - (iii) abide by the industry codes of conducts of RDPAC (China Association of Enterprises with Foreign Investment R&D-Based Pharmaceutical Association Committee) (see http://cnadmin.rdpac.org/upload/upload_file/1575297067.pdf) when performing the duties under the Transaction Documents (including but not limited to (x) not to provide or to offer HCPs (Healthcare Professionals) with any cash or cash equivalents that could have an inappropriate influence on HCP's decision to prescribe, dispense, recommend, purchase, supply or administer products, and (y) any interaction with HCPs should serve the ultimate purpose of improving patient care and/or practice of medicines);
 - (iv) ensure any promotional, non-promotional or internal use only content prepared by the Supplier for Novartis' benefit are pre-approved in advance under Novartis procedures as required before any dissemination or publication;
 - (v) ensure any giveaways, cultural acknowledgments, medical utility items and all events, activities or interactions organized by Supplier for the purpose of the Services are pre-approved in advance under Novartis procedures as required;
 - (vi) ensure that Novartis' involvement is transparent and disclosed in accordance with applicable laws and Novartis procedures as required;
 - (vii) comply with the Novartis travel policy and maximum reimbursement policies on meals, expenses, travel and fees for any healthcare professionals, healthcare institutions or other third parties engaged, contracted or paid by Supplier for the purpose of the Services;
 - (viii) ensure any benefits, fees, expenses paid or provided to healthcare professionals, healthcare institutions or other third parties on behalf of Novartis, are fair market value and not any form

- of inappropriate inducement to prescribe, supply, administer, recommend or buy Novartis' products;
- (ix) ensure that it has obtained all necessary employer, industry association and government approvals to pay any fees or expenses to healthcare professionals, healthcare institutions or other third parties by the Supplier for the purpose of the Services;
 - (x) report any adverse events about Novartis products to Novartis within 1 Business Day of becoming aware, in accordance with Novartis instructions and co-operate with Novartis to enable it to comply with its regulatory obligations to report adverse events in according with applicable laws and regulations;
 - (xi) comply with all policies and guidelines provided to it by Novartis in relation to the Supplier's activities under the Transaction Documents, including but not limited to the Novartis Global Anti-Bribery Policy (see Appendix B). In the event that Novartis issues additional guidelines or policies (or updates to existing guidelines or policies) in relation to the Supplier's activities under the Transaction Documents, Novartis will provide the Supplier with a copy and the Supplier will duly comply with such guidelines and policies thereafter. The Supplier hereby confirms that it has read and understood all Novartis' policies and guidelines provided to it; and
 - (xii) ensure that it has obtained all necessary privacy and intellectual property consents for individuals to participate and for Supplier to provide the required Services (including the data, deliverables, personal data) in accordance with Novartis' intended use.

若诺华专业互动政策（“P3 政策”，包括其不时更新的版本）适用于供应商在交易文件下提供的服务/产品，则供应商应遵守 P3 政策下的所有要求，包括但不限于：

- (i) 供应商应当以符合适用的法律、法规、条例和规则的方式履行交易文件中要求的职责，包括但不限于上述第(a)款所述适用的法律、与刑法反贿赂相关的规定、反不正当竞争法、禁止商业贿赂行为的暂行规定以及美国反海外腐败法等；
- (ii) 不得承诺、提供、支付或让人支付、收受款项或诱导付款或采取任何可被视为贿赂之行动；
- (iii) 在履行交易文件要求的职责时应当遵守 RDPAC(中国外商投资企业协会药品研制和开发行业委员会)的相关行业行为规范(见 http://cnadmin.rdpac.org/upload/upload_file/1575297067.pdf), (包括但是不限于(x)不向 HCPs(医疗卫生专业人士)提供任何现金或者对 HCP 在处方、分配、推荐、购买、供应或管理产品方面有任何不良影响的现金等价物，以及(y)与 HCP 的任何互动都应秉承以提高患者护理和/或药物治疗为最终目的；
- (iv) 供应商应确保其为诺华权益而准备的任何推广、非推广或仅供内部使用的资料内容在其对外散播或出版前均已根据诺华的政策获得事先批准；
- (v) 供应商应确保其为提供服务而组织安排的风俗礼品、医用物品及所有活动、安排或互动均已根据诺华的政策获得事先批准；
- (vi) 供应商应确保诺华的参与是公开透明的，且已根据适用法律和诺华政策予以披露；
- (vii) 对于供应商就其为提供服务之目的而聘请、缔约或产生支付义务的医疗卫生专业人士、医疗卫生机构或其他第三方，其应遵守诺华差旅政策，且相关费用的报销金额不得超过诺华有关餐饮、费用、差旅或服务费的最高限额；
- (viii) 供应商应确保其代表诺华向医疗卫生专业人士、医疗卫生机构或其他第三方提供或支付的任何利益、费用、金额均符合市场公允价值，且不构成在处方、供应、管理、推荐或购买诺华产品方面的任何不当诱导；
- (ix) 供应商应确保其已获得用人单位、行业协会和政府机构的所有必要的批准从而得以为提供服务之目的向医疗卫生专业人士、医疗卫生机构或其他第三方支付任何费用或款项；
- (x) 供应商应在其获悉有关诺华产品的任何不良事件后的 1 个工作日内向诺华报告该等不良事件，且供应商应配合诺华使其能够按照适用法律法规的规定履行报告不良事件的义务；
- (xi) 在交易文件涉及的相关活动中，供应商应当遵守诺华提供的所有政策和准则，包括但不限于诺华全球反贿赂政策(见附件 B)。若诺华就供应商在交易文件下的活动发布任何其他准则或政策（或对现有准则或政策有任何更新），诺华将向供应商提供一份副本，且供应商应在此后遵守该等准则和政策。供应商兹此确认已阅读并理解所有诺华向其提供的政策和准则；和
- (xii) 供应商应确保其已根据诺华拟定的用途就相关个人的参与以及其提供所需服务（包括数据、产出和个人信息）获得了所有必须的隐私或知识产权同意函。

- (c) all goods manufactured, packaged, labelled, licensed, tested, certified, inspected or delivered under the Transaction Documents have been or will be produced, packaged, labelled, sold and delivered in accordance with all applicable laws, treaties, codes, licenses, rules, binding requirements and regulations, including, by way of example, all laws and regulations relating to health, safety, employment, transportation, hazardous materials, toxic substances, environments, serial and identification numbers, labelling and country of origin/destination and custom requirements; 所有按照交易文件需要生产、包装、标记、许可、测试、认证、检查或交付的商品已经或将按照所有适用的法律、条约、法规、许可证、规则、约束性要求和法规（包括例如所有与健康、安全、就业、运输、危险材料、有毒物质、环境、序列号和识别码、标签和国家的原产地/目的地以及海关要求相关的法律和法规）进行生产、包装、标签、销售和交付。

- (d) Supplier agrees to execute and/or furnish to Novartis as requested, all certifications, guaranties and other documents regarding compliance with laws and regulations;
供应商同意按照诺华的要求签署和/或提供与符合法律法规有关的所有认证、担保以及其他文件。
- (e) it shall provide the services/goods (x) in a timely and professional manner, consistent with applicable industry standards and practices, (y) in conformance with that level of care and skill exercised by other professionals in similar circumstances but in any event no less than reasonable care and skill; and (z) with high ethical and moral business and personal integrity standards;
供应商应当(x)在符合适用的行业标准和操作实践的情况下以及时和专业的方式提供服务/产品; (y) 以其他专业人员在类似情况下所能达到的专业和技术水平提供服务/产品; 但在任何情况下, 都不低于合理的专业和技术水平; 和(z)以高尚的道德和个人诚信标准提供产品/服务。
- (f) Supplier presently, and will remain, during the term of the Transaction Documents and any extension thereof, free from any commitments or conflicts of interest that would prevent Supplier from performing its obligations to Novartis. In the course of rendering the services or providing the goods, Supplier will not violate and has not violated any prior confidentiality agreement, employment contract or any other duty owed to any other third party; and
在交易文件有效期以及延展期内, 供应商目前并将继续不受限制地其向诺华履行义务, 而不会被任何承诺或利益冲突所制约或阻碍。在提供服务或提供产品的过程中, 供应商不会违反, 并不曾违反任何在先的保密协议、劳动合同或任何向第三方所负的义务; 以及
- (g) all goods to be delivered under the Transaction Documents will be of merchantable quality, free from any latent or patent defects in design, materials or workmanship, will conform to Novartis's specifications, descriptions and samples, will conform to the requirements of the Transaction Documents and will be safe for their intended use, and no goods manufactured, packaged, labelled, licensed, tested, certified, inspected or delivered under the applicable Purchase Order, is, as of the date of shipment are fake or with low quality.
所有交易文件下交付的商品将符合商品质量要求, 在设计、材料或工艺方面无任何潜在的或明显的瑕疵, 将符合诺华的规格、描述和样品要求、满足交易文件要求、并能够安全使用于既定目的。根据适用的采购订单生产、包装、标记、许可、测试、认证、检查或交付的商品截止装运日期时没有任何赝品和劣质品。

9. Undertakings of Supplier on 供应商承诺

9.1 The Supplier warrants and represents that the information provided in the "Questionnaire for Third Party" completed before entering these Terms and Conditions is accurate and complete (and such information shall be treated as being part of these Terms and Conditions). The Supplier will inform Novartis in writing of: (i) any material change to the information provided with the Questionnaire for Third Party; and (ii) of any Material Change in the Structure of the Supplier, in both cases as soon as reasonably practicable after the relevant change occurs. For the purpose of this Section, a Material Change to the Structure of the Supplier means:

- (a) **Change in ownership/control:** the Supplier or any person who Controls the Supplier has a change of Control. "Control" in this context means the direct or indirect ownership of more than 50% of the equity interest or voting rights in a corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity (e.g., by the appointment of a majority of the directors or management or otherwise); or
- (b) **Change to membership of the executive body of the Supplier:** there is a change to the membership of the executive body of the Supplier. For example, a change to the executive management of the Supplier (e.g., CEO, N-1 to CEO).

供应商兹此保证并确认其在“针对第三方的问卷”(在签订本一般条款和条件前填写完成)中所提供的信息是准确而完整的(并且该信息应被视为一般条款和条件的一部分)。当(i)针对第三方的问卷中所提供信息有重大变更时, 和(ii)供应商结构发生实质性变更时, 供应商应在上述两种相关变更发生后在合理可行的第一时间以书面形式通知诺华。供应商结构的实质性变更指:

- (a) **所有权/控制权变更:** 供应商或供应商的任何控制人发生了控制权变更。在本条款中, “控制”指在一个公司或经营实体中直接或间接地拥有 50%以上的股权或投票权, 或有能力在该等公司或经营实体中控制管理层的决策(例如有权任命绝大多数的董事或管理层); 或
- (b) **供应商决策层的变更:** 供应商决策层成员的变更(例如: CEO 或者向 CEO 直接汇报的人员发生了变更)。

9.2 Subject to Novartis requesting otherwise, the Supplier shall be responsible for training all of its personnel (including approved sub-contractors) engaged in performing the activities set forth in the Transaction Documents on anti-bribery ("AB Training") at its own expense. Such training shall include at a minimum the provisions of the applicable bribery and corruption laws and shall take place prior to the performance of services for Novartis. The

Supplier shall ensure that the AB Training is performed for any new personnel (including approved sub-contractors) that the Supplier later wishes to engage to provide the services to Novartis. Novartis shall be entitled, upon request, to perform (directly or via its affiliated companies or contractors) the AB Training (or any part thereof). If Supplier receives any such request, it hereby agrees to fully cooperate with Novartis to enable such training to be carried out. Upon request from Novartis, the Supplier shall promptly provide copies of the training material and the training attendance sheets (including name and qualification of the trainer).

除非诺华有不同要求, 否则供应商应自担费用负责对所有参与交易文件中所规定业务的供应商员工(包括批准的分包商), 进行反贿赂培训(“反贿赂培训”)。反贿赂培训至少应包括适用的反贿赂和反腐败法律之条文, 并且应在为诺华提供服务之前进行。供应商应确保对其后续聘用的、将为诺华提供服务的新进员工(包括批准的分包商)进行反贿赂培训。诺华有权提出要求, (直接或通过其关联公司或承包商进行)进行反贿赂(或其中任何部分)的培训。如果供应商收到任何上述要求, 供应商特此同意全力配合诺华, 以进行反贿赂培训。根据诺华要求, 供应商应立即提供培训材料副本和培训人员签到表(包括培训师的姓名和资质)。

- 9.3 When requested by Novartis, the Supplier shall, for each calendar year during the term of the related Transaction Documents, deliver to Novartis a duly completed “Compliance Confirmation” in the form to the satisfaction of Novartis (each a “Compliance Confirmation”). The Compliance Confirmation shall be delivered during the first quarter of the year following the end of the calendar year to which the Compliance Confirmation relates. The Supplier’s failure to provide a duly completed Compliance Confirmation within thirty (30) days of the due dates shall constitute a material breach, and Novartis shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

在诺华要求时, 供应商应在交易文件期间, 于每个公历年提供诺华一份适当填写完成的“合规确认书”, 合规确认书的格式应令诺华满意。合规确认书应在交易文件期间每一公历年结束后的第一季度内提交。供应商若无法在到期日后的三十(30)天内提交本条所要求的填写完毕的合规确认书, 将构成重大违约, 且诺华有权根据以下第13.3条的约定终止相关交易文件。

10. Indemnity 赔偿

- 10.1 Supplier shall indemnify, defend and hold Novartis and its affiliates (including their respective officers, directors, employees, contractors and agents) harmless from and against any and all third party claims, demands, causes of action, damages, liabilities, losses, costs and expenses (including reasonable attorneys’ and experts’ fees), penalties, and compensatory, multiple, exemplary, and punitive damages (collectively, the “Claims”), arising out of, or resulting from (a) the negligence or wilful misconduct of Supplier and/or its Representatives in the performance of any of its duties under the Transaction Documents (for the purpose of this Section the term “Representatives” includes the Supplier’s employees, subcontractors, agents, or assignees (including Supplier’s employees and subcontractors)), (b) from the breach by Supplier or its Representatives of any of its warranties, representations or obligations under the Transaction Documents, (c) failure of Supplier or its Representatives to comply with any applicable government requirements or laws, or (d) any assertion that the Services infringe or misappropriate any intellectual property right or other right of any third party; all except to the extent that such Claims were caused by the gross negligence or wilful misconduct of Novartis. For the purpose of these General Terms and Conditions, the term “affiliate” or “affiliate company” or “affiliate party” shall mean corporation, partnerships or other business entities thereof which, directly or indirectly, are controlled by, control, or are under common control with a party.

供应商应赔偿、保护和确保诺华和其附属公司(包括其各自的管理层、董事、雇员、承包商和代理)免遭任何由以下行为直接或间接引起的第三方索赔、要求、诉讼请求、损失、责任、损害、成本和费用(包括合理的律师和专家的费用)、罚款、以及补偿性、多重性、示范性和惩罚性赔偿(统称“索赔”): (a)供应商和/或其代表在履行交易文件的义务时的疏忽或故意的不当行为(本条款中的代表包括供应商的雇员、分包商、代理商或受托人(包括供应商的员工和分包商)); (b)供应商或其代表违反交易文件下任何保证、陈述或义务; (c)供应商或其代表未能遵守任何适用的政府要求或法律; 或(d)被指服务侵犯或盗用任何第三方的知识产权; 除非这样的索赔是由诺华的严重过失或故意的不当行为导致的。在本一般条款和条件下, “附属公司”或“关联公司”或“关联方”指直接或者间接由一方控制或共同控制或被控制或被共同控制的公司、合伙企业或其他经营实体。

- 10.2 Novartis shall give Supplier written notice of any Claims. Supplier shall be entitled to select counsel of its own choosing and shall bear all of the costs for the defense of the Claims. Novartis shall be entitled to participate in the defense and settlement of any Claims and reserves the right to retain counsel at its sole cost and expense. Supplier shall not (a) enter into a settlement of any Claims asserted against Novartis, or (b) agree to any remediation in connection with any release or threatened release for which Novartis may be primarily, jointly, or secondarily responsible however, whensoever and wheresoever occurring, without the written approval of Novartis. Supplier shall reasonably and timely inform Novartis of the progress of defense and potential settlement of any Claims and any required remediation. Novartis shall be entitled, if it so chooses, to assume the defense and settlement of any Claims brought against Novartis with counsel of its own choosing at its own expense.

诺华将书面通知供应商第三方索赔事宜。供应商有权选择自己的律师, 并承担所有索赔的辩护费用。诺华有权参与任何索赔的辩护与和解, 并保留自行承担费用聘请律师的权利。没有诺华的书面同意, 供应商不得(a)达成任何针对诺华的索赔和解, 或(b)就无论何时何处发生的, 诺华可能承担主要、共同或者次要责任的事件, 达成补偿协议。供应商应合理并及时告知诺华索赔的辩护进程和潜在的和解方案以及任何被要求的补偿。诺华有权(如果选择该方式), 自己承担费用选择律师进行索赔的辩护以及和解。

- 10.3 EXCEPT WITH RESPECT TO INDEMNITY OBLIGATIONS, BREACH OF CONFIDENTIALITY OBLIGATIONS, OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE TRANSACTION DOCUMENTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

除有关赔偿义务、违反保密义务或者重大过失或故意不当行为, 在任何情况下, 任何一方都不对任何由交易文件产生的或由其引起的特殊性、间接性、结果性、示范性或附带性损害承担责任, 即使该方已被告知此类损害的可能性。

11. Insurance 保险

Upon request of Novartis, Supplier shall procure insurance as requested by Novartis and provide reasonable evidence of its insurance.

若诺华要求, 供应商应购买诺华要求的保险并向诺华提供购买保险的合理凭证。

12. Tax 税务

Unless otherwise provided under the Transaction Documents, Supplier shall be solely responsible for any applicable taxes associated with payments made to Supplier pursuant to the Transaction Documents. Supplier shall indemnify Novartis for any liability that Novartis may face as a result of Supplier's failure to pay any such taxes. Novartis shall be liable only for those taxes imposed on a purchaser of services/goods by operation of law. 除非交易文件另有明确约定, 对于诺华根据交易文件向供应商付款而产生的所有相关税赋, 应由供应商完全独立承担。若供应商未能遵守上述约定承担税款而导致诺华承担任何责任, 供应商应予以补偿。诺华仅承担根据适用法律作为服务/产品采购方面需承担的税款。

13. Termination 终止

- 13.1 Notwithstanding anything to the contrary contained in the other Transaction Documents, the Transaction Documents and any Work Order/Statement of Work issued thereunder may be terminated by Novartis without cause upon not less than thirty (30) or fewer (if so provided in the other Transaction Documents) days' written notice to Supplier. For services performed or goods delivered prior to the effective date of termination, Supplier shall be entitled to be compensated pro rata (including reimbursement for authorized expenses) for all services executed or goods delivered in a satisfactory manner and in accordance with the Transaction Documents and any applicable Work Order/Statement of Work. Otherwise, Novartis is not liable for breach of contract or compensation.

不论其他交易文件是否有相反约定, 诺华可以在任何情况下提前至少三十(30)天或提前更短的期限(若其他交易文件中有相关约定)书面通知供应商终止交易文件和任何出具的工作订单/工作说明书, 而无须给出任何原因。对于终止日期之前已提供的服务或已交付的产品, 若该等服务/产品是根据交易文件及任何相关的工作订单/工作说明书以令诺华满意的方式提供的, 则供应商有权按比例获得报酬(包括报销被批准费用)。除此以外, 诺华无需承担违约或赔偿责任。

- 13.2 In the event that (a) either party becomes insolvent or is unable to pay its debts, or a petition in bankruptcy or for reorganization is filed by or against it, or a receiver is appointed of the whole or any substantial portion of its property; or (b) either party is in material breach of its obligations hereunder, which breach (if curable), remains uncured for thirty (30) days following receipt of written notice from the other specifying the breach, then the other party shall have the right to terminate the Transaction Documents and any Work Order/Statement of Work issued thereunder by written notice of such election.

如果(a)任何一方无力偿债或无法偿还其债务, 或针对其破产或重组的申请已提起, 或其财产的全部或实质部分已被任命接管人; 或(b)任何一方严重违反其在本一般条款和条件下应尽的职责, 且该等违反(如果可改正)在违约方收到另一方书面通知该等违反后的三十(30)天内仍未改正的, 则另一方有权通过书面通知终止交易文件和任何已签发的工作订单/工作说明书。

- 13.3 If Supplier breaches any provision under Sections 5, 7, 8, 9, 10, 16.8, 16.12, 16.13 and/or 16.14, or if Supplier makes any material omission or misrepresentation of information in responding to the "Questionnaire for Third Parties" that is to be completed before signing these Terms and Conditions, Supplier will be deemed as having committed material breach of the Transaction Documents. In such circumstance, Novartis shall have the right to immediately terminate the Transaction Documents with written notice. Furthermore, no matter whether Novartis terminates the Transaction Documents or not, Supplier shall be obligated to pay Novartis liquidated damages equalling to 20% of the total contract value hereunder for each material breach of the Transaction Documents. If the liquidated damages are not enough to cover the damages suffered by Novartis, Supplier shall further compensate the shortfall.

如果供应商违反本一般条款和条件下第5、7、8、9、10、16.8、16.12、16.13 和/或 16.14 条的任何规定, 或者供应商在回应“针对第三方的问卷”(在签订本一般条款和条件之前完成)中有任何重大遗漏或误导情况, 供应商将被视为严重违反了交易文件, 诺华可以在任何时候以书面形式通知第三方, 立即终止交易文件。在该等情况下, 诺华有权通过书面通知立即终止交易文件。此外, 无论诺华是否终止交易文件, 供应商应就每次严重违反交

易文件的行为向诺华支付交易文件下合同总价值之 20% 的金额作为违约金。若违约金不足以补偿诺华所遭受的损失, 供应商应进一步补偿。

- 13.4 In any termination event, the parties will cooperate to discontinue the services provision/goods supply in the most cost-effective manner possible.

若交易文件因任何原因被终止, 双方应合作以成本最低的方式终止服务的提供/产品的供给。

- 13.5 Upon the termination of a Transaction Document, Supplier shall immediately return, and shall cause each employee, agent, subcontractor or other related contractor, to immediately return to Novartis any and all Novartis Information, works, and materials received from Novartis for the performance of Supplier's obligations under such Transaction Document.

交易文件终止时, 供应商应立即自行并促使其每位员工、代理、分包商或其他相关供应商立即返还为履行交易文件下供应商的义务而从诺华收到的任何和所有的诺华信息、作品以及资料。

- 13.6 Termination of any Transaction Document shall be without prejudice to any claim or right of action of either party against the other party.

任何交易文件的终止不妨碍一方对另一方行使任何索赔或采取法律行动的权利。

14. Force Majeure 不可抗力

Neither party shall be liable for any failure or delay in performance under any Transaction Document (except for indemnity obligations) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence. Strikes, lock-outs and other labour related disputes shall not be regarded as an event beyond a party's reasonable control. The parties will meet and confer in good faith to determine the best solution to limit the consequences of any force majeure event. Notwithstanding the foregoing, to the extent that a force majeure event continues for a period in excess of three (3) months from the occurrence of such event, either party may terminate the related Transaction Document upon immediate written notice.

如果由于超出一方合理控制的事件而使得其未能履行或迟延履行任何交易文件下的义务(赔偿义务除外), 且该一方没有任何疏忽或过失, 则该方无须为该等未能履行或迟延履行承担任何责任(赔偿义务除外)。罢工、停工和其他劳资纠纷不得被视为是超出了当事人合理控制范围的事件。对于不可抗力事件, 双方将真诚地协商以确定尽可能降低不可抗力事件影响的最佳方案。尽管如此, 若某一不可抗力事件自其发生之日起持续时间超过了三(3)个月, 则任何一方可立即书面通知终止相关交易文件。

15. No Publicity 不宣传

Neither party nor their agents shall use the name, insignia, symbol, trademark, trade name or logotype of the other party or any of their affiliates (or any abbreviation or adaptation thereof) in any press release or other promotional material, or otherwise disclose the fact that it is a party to any Transaction Document (except to its affiliates and advisors), or make any other disclosure or statement effecting same without the other party's prior written consent unless such disclosure is required by applicable law or judicial order.

未经另一方事先书面同意, 任何一方或其代理人不应当在任何新闻稿或其他宣传材料中使用另一方及其附属公司的名称、徽记、标志、商标、商号或标识(或其任何缩写或改写), 或以其他方式披露其是参与交易文件一方的这一事实(向其附属公司或顾问披露的除外), 或作出可达到相同效果的任何其他披露或陈述, 除非这种披露是所适用的法律或司法判决要求的。

16. Miscellaneous 其他

- 16.1 **Assignment.** The obligations under the Translation Documents shall not be assignable without the prior written consent of the other party. Supplier hereby agrees and consents: notwithstanding anything to the contrary contained in any Transaction Documents and without any further consent of Supplier, Novartis may assign the rights and/or obligations under any Transaction Document in whole or in part to (1) any Affiliate(s); and/or (2) any successor taking over Novartis's business or assets in whole or in part. Novartis will deliver written notice to Supplier when the aforementioned assignment occurs, and the effective time and other details of the assignment shall follow Novartis's written notice. Relevant assignee/successor shall bear all the rights and obligations (or in case of partial assignment, relevant rights and obligations in connection with the assigned part) of the assignor under the assigned Transaction Document(s), and become a party to the assigned Transaction Document(s), as from the date the assignment comes into effect. Any attempted assignment in contravention of this Section shall be null and void.

转让。未经另一方事先书面同意, 交易文件下的任何义务不得转让, 但无论交易文件是否含有相反约定, 诺华有权将交易文件下的权利和/或义务全部或部分地转让给(1)诺华的任何附属公司; 和/或(2)任何收购诺华全部或部分业务或资产的收购方, 而无须获得供应商的许可。诺华会向供应商发出书面通知, 通知其上述转让是否发生, 转让的生效时间及其他与转让有关的具体约定应以诺华发出的书面通知为准。自转让生效之日起, 相关的受让人/承继人应承担转让人在转让的交易文件下的所有权利和义务(在部分转让的情况下, 应承担与转让部分有关的权利和义务), 并成为相关交易文件的一方。违反本条的任何转让均是无效的。

- 16.2 Novartis is committed to operate in compliance with all applicable export controls and trade sanction rules promulgated and amended by foreign authorities, to the extent that is permitted by the local laws and regulations in China.
诺华致力于合规运营, 在中国当地法律、法规允许的范围内, 诺华将遵循国外机关发布和修订的、所有可适用的出口管制及贸易制裁规则。
- 16.3 **Applicable law, Dispute Resolution.** The Transaction Documents shall be construed by and enforced in accordance with the laws of the People's Republic of China without regard to its principles of conflicts of law. The parties hereto agree to furnish any dispute in relation to the Transaction Documents to Shanghai International Arbitration Center ("SHIAC") to be settled by arbitration in Shanghai in accordance with its then current arbitration rules. The arbitral award of SHIAC shall be final and binding upon both parties.
适用法律, 争议解决。 交易文件应由中华人民共和国的法律管辖并予以解释, 但排除其冲突法原则的适用。双方兹此同意, 有关交易文件的任何争议应提交上海国际仲裁中心 ("SHIAC"), 根据其届时有效的仲裁规则在上海予以仲裁。SHIAC 的仲裁裁决是终局的, 对双方当事人均有约束力。
- 16.4 **Access/Badging.** The performance of the Transaction Documents may require Supplier to be granted access to Novartis premises. For those engagements, Novartis shall grant Supplier's employees reasonable access to its premises for the sole purpose of performing its obligations under the Transaction Documents. Novartis shall issue identification badges or access cards for entry to Novartis' premises during performance of the Transaction Documents. Badges and access cards remain the property of Novartis. While on Novartis' premises, badges must be worn in plain sight at all times. Supplier shall promptly report any missing badges or access cards to Novartis, and Supplier shall return all badges and access cards to Novartis upon completion of the services/duties or upon Novartis' request. Supplier shall require its employees to comply with all instructions given by Novartis employees or security personnel, and any other restrictions that may be imposed upon them by Novartis. Novartis reserves the right to deny access to its facilities or remove from its premises, any individual who does not comply with Novartis' rules, regulations and policies.
访问门禁卡。 交易文件的履行可能会要求供应商被授权访问诺华场所。对于该等事宜, 诺华应授予供应商的员工仅以履行交易文件义务为唯一目的、合理访问其经营场所的权限。在交易文件执行期间, 诺华应向供应商发放身份牌或通行门禁卡以进入诺华场所。身份牌和通行卡始终是诺华的财产。在诺华的经营场所内, 身份牌必须在任何时候均佩戴在显著的位置。供应商应及时报告诺华任何丢失的身份牌或通行卡, 且供应商应在服务/职责履行完毕后或在诺华要求时, 将所有身份牌和通行卡交还给诺华。供应商应要求其雇员遵守诺华员工或保安人员的指令, 以及由诺华发出的任何其他限制。诺华有权拒绝任何不符合诺华之规定、规章和政策的个人进入其场所或者责令其离开诺华场所。
- 16.5 **Survival of Terms.** Any provision of these General Terms and Conditions that by its general nature and operation imposes or contemplates continuing obligation, including but not limited to the provisions pertaining to of (Confidentiality), (Intellectual Property), (Indemnity), (Insurance), (Termination), (Tax), (No Publicity), and (Miscellaneous), shall remain in force and effect notwithstanding the termination or expiration of the Transaction Documents.
持续有效。 本一般条款和条件下任何根据其自身属性需持续履行义务的条款应在交易文件终止或到期后持续有效, 该等条款包括但不限于“保密条款”、“知识产权条款”、“赔偿条款”、“保险条款”、“终止条款”、“税务条款”、“不宣传条款”和“其他条款”。
- 16.6 **Entire Agreement.** The Transaction Documents represent the entire agreement and understanding between the parties relating to the subject matter, and shall supersede all documents and verbal consents or understandings (if any) given or made between the parties prior to the date of the applicable Transaction Documents. The terms under the Transaction Documents may only be amended or modified in writing signed by both parties. All Appendixes and Addendums to any Transaction Document shall form an integral part of the Transaction Documents.
完整协议。 交易文件是双方之间就主题事宜达成的全部协议和谅解, 并且其将取代双方之间在相关交易文件签署日期之前达成或取得的所有书面和口头的共识或谅解 (如有)。交易文件的条款只能通过双方签署书面文件的方式进行修改或调整。交易文件的所有附录和附件均是交易文件不可分割的组成部分。
- 16.7 **Waiver.** The failure of a party to insist upon strict adherence to any term of the Transaction Documents on any occasion shall not be considered a waiver or deprive that party of the right to insist upon strict adherence to that term or any other term of the Transaction Documents. Any waiver must be in writing and signed by the party making the waiver. The invalidity or unenforceability of any term or provision of any Transaction Document shall not affect the validity or enforceability of any other term or provision thereof.
弃权。 一方没有要求严格遵守交易文件中的任何条款不应视为该方放弃或剥夺该方坚持要求严格遵守该条款或交易文件下的任何其他条款的权利。任何弃权必须以书面形式由弃权的一方签署。任何交易文件中的任何条款或规定的无效或无法执行, 不影响其他任何条款或规定的有效性和可执行性。
- 16.8 **Ethical Business Conduct 道德的商业行为**

- By executing these General Terms and Conditions, the Supplier agrees to conduct all business contemplated herein in a manner which is consistent with both applicable local law and good business ethics. The Supplier agrees to comply with, and not to take any action which would be subject to penalty under all laws, rules and regulations applicable to any applicable Transaction Document, including without limitation the Foreign Corrupt Practices Act, the UK Bribery Act as well as the applicable OECD Guidelines on Anti-bribery insofar that those acts are in line with local law. Any violation of this Section shall be deemed a material breach of the Transaction Documents, providing cause for termination pursuant to the Transaction Documents;
通过签署本一般条款和条件, 供应商同意以与适用的当地法律和良好的商业道德相一致的方式开展所有业务。供应商同意遵守任何相关交易文件所适用的所有法律、法规和规章, 且不会采取可能违反该等适用法律、法规和规章的任何行动, 该等法律、法规和规章包括但不限于美国反海外腐败法、英国反贿赂法以及相关的反贿赂经合组织准则(若该等法案符合当地法律)。对本条的任何违反均将被视为实质性违反交易文件, 且守约方可据此终止交易文件;
 - Novartis promotes and protects the rights defined in the Universal Declaration of Human Rights of the United Nations within sphere of influence. Novartis does not tolerate human rights abuses within business operations. Supplier shall implement the same and not employ any “under aged” employee, use forced labor and/or engage in any other forms of exploitation labor;
诺华在其影响范围内, 促进和保护在联合国世界人权宣言中规定的权利。诺华在其商业运作中不允许任何侵犯人权的行。供应商应执行相同的标准, 且不得雇佣任何“未达到年龄”的员工, 使用强迫劳动力和/或从事任何其他形式的劳动剥削;
 - Novartis also promotes sound practices under its Corporate Health, Safety and Environment (HSE) Policy. The health and safety of employees and the protection of the environment are major concerns. Novartis considers these topics vital to the success of the business and do not compromise them for economic or productivity gains. Supplier shall implement the same and ensure that all work places are suitably equipped and free from any recognized hazards which are liable to cause death, injury or illness; and
诺华亦推广符合企业健康、安全和环境(HSE)政策的良好实践。员工的健康和安全以及环境保护始终是重中之重。诺华认为该等事宜对企业的成功至关重要, 且不会为了追求经济价值或生产力而弱化对其之重视。供应商应执行相同的标准, 保证其各工作场所均配备适当的装备, 而使其员工远离任何已知的可能引起死亡、伤害或疾病的危害因素; 和
 - Supplier agrees to adhere to the Novartis Code of Ethics and the Anti-bribery Policy, which can be found at <https://www.novartis.com/our-company/corporate-responsibility/reporting-disclosure/codes-policies-guidelines>
供应商同意遵守诺华道德准则和反贿赂政策, 该等政策可以在以下网址查找
<https://www.novartis.com/our-company/corporate-responsibility/reporting-disclosure/codes-policies-guidelines>
- 16.9 **Quality.** If required under the applicable Novartis quality policies and procedures, the parties to the Transaction Documents will enter into a satisfactory Quality Agreement. Supplier and Novartis quality personnel will cooperate in the drafting and execution of such Quality Agreement. The inability of the parties to agree upon a Quality Agreement will be grounds for termination of the related Transaction Documents. If the subject matter of the Transaction Documents is related to any controlled good, product or service, Supplier will allow a representative from Novartis, upon reasonable advance written notice, to audit and inspect their operations. Supplier will immediately notify Novartis of any inspections by health authorities.
质量。如果诺华相关的质量政策和程序有相应要求, 交易文件各方将签署一份另各方满意的质量协议。供应商和诺华质量人员将合作起草和执行该质量协议。若当事人不能就质量协议达成一致, 相关方可终止相关交易文件。如果交易文件的标的物与任何需要控制的商品、产品或者服务有关, 供应商应允许诺华代表, 在合理的事先书面通知的情况下审核和检查其操作运营。就任何卫生部门的检查, 供应商应立即通知诺华。
- 16.10 **Notice.** Any notice required or permitted to be given by the applicable Transaction Documents shall be in writing and shall be deemed to have been properly served if delivered by hand or overnight courier with tracking capabilities, addressed as notified by the other party in writing.
通知。相关交易文件下的任何通知均应以书面形式作出。如果该等通知是向另一方书面通知的地址亲自递送, 或通过可追踪的隔夜快递发出, 则其将被视为已适当作出。
- 16.11 **Severability.** In the event any provision of any Transaction Document is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the Transaction Documents otherwise remains in full force and effect.
可分割性。如果任何交易文件下的任何条款被裁定为非法、无效或不可执行, 该等条款仅在必要和最低的程度内被视为已删除或相应修改, 交易文件的其他条款和条件仍具有完全的效力。
- 16.12 **Audit.** Novartis shall have the right, at its cost, at any time upon reasonable prior notice, to audit Supplier's records and facilities to ensure its compliance with the terms of the Transaction Documents, including compliance

with Representations and Warranties of Supplier and Third Party Risk Management, and to confirm all payments made by Novartis. Novartis may appoint a third party auditor to perform an audit and, if so, the appointed auditor will be subject to confidentiality obligations in relation to its review of the third party's confidential information. Supplier agrees to maintain accurate and complete records of all contracts, papers, correspondence, copybooks, accounts and/or other information in Supplier's possession relating to the Transaction Documents (collectively, the "Records"). The Records shall be maintained in accordance with recognized commercial accounting practices and retained during the term of the related Transaction Documents and thereafter for a period of three (3) years, or as otherwise required by law. Supplier shall, during the course of the related Transaction Documents and for three (3) years after the termination or expiration of such Transaction Documents or the applicable Work Order/Statement of Work (or as otherwise required by law, whichever is later), keep and make available to Novartis or its public accountants or other representatives for inspection and audit at all reasonable times, time (including Supplier's employee billing/time records), cost and expense records in connection with fees and expenses, including outside expenses incurred and services and materials procured by Supplier under the related Transaction Documents. Any such audits or inspections shall be conducted at Novartis' expense; however, in the event an audit or inspection reveals an overcharge equal to or in excess of ten percent (10%) of the total fees and expenses for the period of the audit, Supplier shall bear the cost of the audit. Upon written notice by Novartis that it wishes to conduct an audit, the Supplier will promptly provide full cooperation and grant access to all relevant documents and materials as reasonably required. The Supplier's refusal or obstruction to audit its records shall constitute a material breach, and Novartis shall have the right to terminate the related Transaction Documents according to Section 13.3 hereunder.

审计: 诺华有权自担成本在经理事先通知供应商的情况下, 于任何时候审计供应商的记录和设施, 以确保供应商符合交易文件条款 (包括符合本一般条款和条件关于供应商的陈述和保证以及关于第三方风险管理的内容), 并核实和确认由诺华支付的所有款项。诺华可委托第三方审计机构进行审核, 在该等情况下, 被指定的审计师应对其审计的第三方保密信息承担保密义务。供应商同意保持其持有的与交易文件相关的所有合同、文件、信件、副本、账户和/或其他信息 (统称为“记录”) 的准确性和完整性。该等记录应按照公认的商业会计实务进行维护, 且在相关交易文件有效期间及其终止后的三 (3) 年内 (或者法律要求的保存期间) 予以保存。供应商应当在相关交易文件有效期内以及该交易文件或者工作订单/工作说明书终止或者到期后3年内 (或者法律要求的保存期间) (取较晚者), 保存并向诺华或其会计师或其他代表在任何合理的时间内出示和提供与费用和支出有关的时间记录 (包括供应商员工的账单/时间记录)、成本和开支记录 (包括产生的外部费用, 以及供应商在相关交易文件下采购的服务和材料), 以供诺华查阅和审计。任何此类审计或检查应由诺华承担费用, 但是, 如果审计或检查发现供应商多收取了经审计的交易期间之交易金额的10%, 则供应商应承担该审计费用。根据诺华需要履行审计的书面通知, 供应商应立即全力予以配合并根据合理要求授权诺华查看所有相关文档和材料。供应商拒绝或妨碍对其记录的审计将构成重大违约, 且诺华应有权根据第13.3条的约定终止相关交易文件。

16.13 **Third Party Risk Management.** Novartis has put in place a Third Party Risk Management framework which is aimed at promoting the societal and environmental values of the United Nations Global Compact with specific third parties that Novartis deals with. In connection with the above, the Supplier shall:

- comply with the Third Party Code (and any published updates) which can be viewed and downloaded from <https://www.novartis.com/our-company/corporate-responsibility/reporting-disclosure/codes-policies-guidelines> (the Supplier may request a copy free of charge from Novartis);
- having regard to Section 12.6 of the Third Party Code, provide information/documentation on reasonable request to Novartis, its affiliated companies and respective representatives to allow Novartis to verify compliance with the Third Party Code in the form requested;
- to rectify identified non-compliances with the Third Party Code (where capable of remedy) and report remediation progress to Novartis, its affiliated companies and respective representatives on request;
- ensure that where any affiliate and/or subcontractor/agent of the Supplier has been pre-approved by Novartis (in accordance with these Terms and Conditions) to provide the goods/services, that such third parties also comply with the above requirements relating to the Third Party Code.

Supplier acknowledges and agrees that the Third Party Code forms an integral part of these Terms and Conditions.

第三方风险管理: 诺华已制定了一套第三方风险管理机制, 以期向与诺华有合作关系的特定第三方实体推广联合国全球契约中的社会和环境价值。

基于此, 供应商应当:

- 遵守“第三方准则”的各项要求 (以及之后公布的更新版本)。“诺华第三方准则”可通过以下链接查阅和下载 (<https://www.novartis.com/our-company/corporate-responsibility/reporting-disclosure/codes-policies-guidelines>)。供应商亦可要求诺华向其提供一份免费的“第三方准则”;
- 根据第三方准则第 12.6 条的要求, 应诺华的合理要求向诺华、其关联公司及其各自的代表提供相关的信息和文件, 以供诺华验证供应商是否遵循了“第三方准则”;
- 如有被认定为不符合“第三方准则”的行为, 供应商必须尽力改正 (如果可以改正) 并按要求向诺华、其关联公司及其各自的代表报告整改的进展;
- 若诺华已事先 (根据本一般条款和条件) 同意供应商通过其关联公司和/或分包商或代理向诺华提供产品/服务, 则供应商应确保该等第三方亦将同样遵守有关第三方准则的上述要求。

供应商兹此同意并确认第三方准则是本一般条款和条件不可分割的组成部分。

- 16.14 **Data Privacy.** If the Transaction Documents include collecting and processing of personal data, meaning information (as defined by local rules and regulations), in any form (including electronic and paper-based files), relating to an identified or identifiable person, both parties agree to comply with all applicable local laws or regulations governing personal data protection (“Data Protection Laws”), to conduct their own personal information collecting and processing activities, and independently assume legal and compliance responsibilities. To the extent the Transaction Documents will include the processing of personal data falling within the scope of Data Protection Laws, by Vendors for or on behalf of Novartis, the terms of Appendix C (“Data Protection Requirements”) shall apply. Supplier shall strictly comply with the Transaction Documents and all requirements in applicable Data Protection Laws when collecting, processing or managing the personal information.

隐私保护。如果交易文件涉及搜集和处理个人信息，即根据当地法规和规定的定义，以任何形式（包括电子和纸质文件）识别或可识别个人的信息，双方均应严格遵守适用的个人信息保护相关的法律法规（“数据保护法”）进行各自的个人信息搜集和处理活动，并独立承担法律和合规责任。如果交易文件涉及供应商为诺华或代表诺华处理数据保护法范围内的个人信息，则附件 C（“个人信息保护要求”）适用。供应商在收集、处理或管理个人信息时，应严格遵守交易协议以及适用的数据保护法的所有要求。

The Transaction Documents may contain personal data such as name, signature, bank account details (if any) and contact information etc. that identifies or describes one or more individuals. The Transaction Documents may be transferred to, stored or otherwise processed in or other countries that have privacy and data protection laws that differ from those where the Transaction Document is executed or where the individual(s) resides. The personal data disclosed hereunder will be used for the purposes of administration and enforcement of the Transaction Documents, future interactions or the dispute resolution. Execution and delivery of the Transaction Documents constitutes the representation by each party hereto that the individuals identified have been notified of and have consented to, the transfer, storage, and processing of such personal data, as described in this paragraph.

交易文件可能含有个人信息，例如可识别或描述一名或多名个人的姓名、签名、银行账号信息（如有）和联系方式等。交易文件有可能被传输、存储或处理于与交易文件签署地或签字人所在地有着不同数据保护法律的其他国家。交易文件下披露的个人信息将被用作管理和执行交易文件、未来沟通联系或双方纠纷解决之目的。交易文件的签署和交付将构成每一方的声明，确认交易文件中被披露的个人均已被通知且同意该等个人信息可以按照本条描述的方式被传输、存储或处理。

Appendix A

MINIMUM INFORMATION SECURITY CONTROLS

附件 A

最低限度的信息安全控制

1. GOVERNANCE AND COMPLIANCE 管治与合规

- Supplier shall implement organizational security policies and standards aligned to security industry standards and ensure compliance with those.

供应商应执行符合安全行业标准的组织安全政策与标准，并确保遵守这些政策与标准。

- Supplier shall ensure that it has nominated an appropriate individual to hold accountability for ensuring technical and organizational compliance with security and privacy controls as defined in this contract and in Supplier's own policies.

供应商应确保其已指定适当的人员，负责确保技术和组织方面遵守本合同及供应商自己的政策中规定的安全和隐私控制。

2. CONTINUITY 连续性

- Supplier shall have appropriate business continuity plans, including IT disaster recovery, in place to counteract and / or ensure timely recovery of its IT systems storing or processing Novartis data or IT systems otherwise supporting the services provided to Novartis, in case of a disaster.

供应商应落实适当的业务连续性计划，包括 IT 灾难恢复，以在灾难发生时应对灾难及/或确保其存储或处理诺华数据的 IT 系统或以其他方式支持向诺华提供服务的 IT 系统的及时恢复。

- Supplier shall ensure that its disaster recovery plans are tested and updated regularly to ensure they are up-to-date and effective.

供应商应确保其灾难恢复计划经过测试和定期更新，以确保它们是最新且有效的。

- Supplier shall maintain the integrity and availability of information and information processing facilities through back up-copies of information and software, which shall be taken and tested regularly in accordance with the agreed backup policy.

供应商应通过信息和软件备份维护信息和信息处理设施的完整性与可用性，并根据约定的备份政策对这些备份进行定期检测和测试。

3. MEDIA HANDLING 媒介处理

- Procedures for handling and storage of information shall be established by Supplier to protect information from unauthorized disclosure or misuse.

供应商应制定信息处理与存储程序，以防信息遭到非授权披露或滥用。

- Supplier shall ensure media is disposed of securely and safely when no longer required, using formal procedures.

供应商应确保，使用正式安全程序、稳妥地处理不再需要的媒介。

- Supplier shall ensure that system documentation is protected against unauthorized access.

供应商应确保系统文档不受非授权访问。

4. EXCHANGE OF INFORMATION 信息交换

- Supplier shall maintain the security of information and software exchanged within its organization and within any external entity; this includes exchange agreements, physical media in transit, electronic messaging and the protection of information associated with the interconnection of business information systems.

供应商应维护在其组织内及任何外部实体内交换的信息和软件的安全性；这包括交换协议、传输中的物理媒介、电子讯息及与业务信息系统互连相关的信息的保护。

5. ACCESS CONTROL 访问控制

- Supplier shall establish and implement an access control policy to ensure authorized access to users and to prevent unauthorized access, in particular, to sensitive Personal Data.

供应商应制定和实施访问控制政策，以确保授予用户访问权及防止非授权访问，特别是敏感个人数据。

- Supplier shall review user access rights to ensure that the allocation and use of privileges are controlled and restricted where necessary.

供应商应审查用户访问权限，以确保必要时控制和限制权限的分配与使用。

6. CRYPTOGRAPHIC CONTROL 加密控制

- In higher risk situations Supplier shall supplement existing access controls with encryption solutions both for data at rest as in transit. Higher risk may relate to:

在高风险环境下，供应商应对静止和传输中的数据采用加密解决方案，补充现有的控制措施。高风险可能涉及：

– the type of data (e.g. sensitive Personal Information or information can materially impact Novartis requires better protection than data that is not personal information or otherwise confidential)

数据类型（例如：敏感个人信息或可能会对诺华造成严重影响的信息比个人信息或其他机密信息以外的数据更需要保护）

– the related vulnerabilities (e.g. data stored in internet facing system is more vulnerable than data stored inside the private network)

相关漏洞（例如：存储在面向互联网的系统中的数据比存储在专用网上的数据更容易受到攻击）

– the related threats (e.g. data in transit over an open network is more threat sensitive).

相关威胁（例如：在开放式网络上传输的数据对威胁更加敏感）。

- Supplier shall have a policy on the use of cryptographic controls for protection of information that is implemented and followed.

供应商应制定并遵守关于使用加密控制的政策，以保护信息。

7. NETWORK CONTROL 网络控制

- Supplier shall ensure that networks are adequately managed and controlled, in order to be protected from threats, and to maintain security for the systems and applications using the network, including information in transit.

供应商应确保适当管理和控制网络，以防止威胁、维护使用该网络的系统和应用程序（包括传输中的信息）的安全性。

8. SECURITY TRAINING AND AWARENESS 安全培训和意识

- Supplier shall ensure that all employees, contractors and third party users are aware of information security threats and concerns, their responsibilities and liabilities, and are equipped to support organizational security policy in the course of their work.

供应商应确保，所有员工、承包商和第三方用户认识到信息安全威胁与问题、其职责与责任，并在各自工作中支持组织安全政策。

- Supplier shall ensure that its employees, contractors and third party that handle Personal Information (including coded) are aware of the definition of Personal Data and sensitive Personal Data as stated by the European Commission and such other relevant authorities.

供应商应确保，处理个人信息（包括编码信息）的员工、承包商和第三方了解欧洲委员会及该等其他相关机构规定的个人数据和敏感个人数据的定义。

- Supplier will ensure that where relevant, all employees, contractors and third party users shall receive appropriate awareness training.

供应商应确保，所有相关员工、承包商和第三方用户接受适当的意识培训。

- Supplier shall ensure that its employees use institutional e-mail addresses when communicating or transferring data and/or Personal Data.

供应商应确保，其员工使用机构的电子邮件地址传播或传输数据和/或个人数据。

9. PHYSICAL AND ENVIRONMENTAL SECURITY 物理与环境安全

- Supplier shall ensure that the appropriate security perimeters and entry controls are in place to prevent unauthorized physical access, damage and interference to Supplier's premises and information including all end user devices.

供应商应确保落实适当的安全边界和出入口控制, 以防止非授权物理访问、损坏或干扰供应商的经营场所和信息, 包括所有终端用户设备。

- Supplier shall ensure that equipment is correctly maintained to ensure its continued availability and integrity.
供应商应确保正确维护设备, 以确保设备的持续可用性和完整性。

10. PROTECTION OF ORGANIZATIONAL RECORDS 保护组织记录

- Supplier shall ensure their security policy includes data retention and data destruction policies and security standards.

供应商应确保, 其安全政策涵盖数据保留和数据销毁政策及安全标准。

- Supplier shall ensure appropriate controls are implemented to prevent records from loss, destruction or falsification during their retention period.

供应商应确保实施适当的控制, 以防止记录在保留期间发生丢失、销毁或伪造事件。

- Supplier agrees that upon the request of Novartis or upon termination of the Agreement, it shall dispose (e.g. erase, destroy or render unreadable) all Novartis data that Supplier, its Affiliates or subcontractors hold, (excluding any and all copies of the Novartis data residing on Supplier's standard backup media, providing that such backup media are secured according recognized and then-current data privacy and data security best practices). Supplier shall provide to Novartis report with appropriate level of detail on Novartis data stored on backup media upon Novartis request at no additional costs to Novartis.

供应商同意, 经诺华要求或在协议终止时, 其应处理 (例如: 删除、销毁或使之不可阅读) 供应商、其附属公司或分包商持有的所有诺华数据, (不包括存储在供应商标准备份媒介中的任何及所有诺华数据副本, 只要该等备份媒介根据公认的最新数据隐私与数据安全最佳实践得到妥善保护)。经诺华要求, 供应商应向诺华提供相关报告, 详细说明存储在备份媒介中的诺华数据, 且不得向诺华收取额外费用。

- Where requested by Novartis, Supplier shall certify in writing that these actions have been completed.

The following shall be considered exceptions to this disposal requirement:

- Supplier must keep Novartis data on file for legal or regulatory purposes; such Novartis data shall then be removed as soon as the legal retention periods have expired

- Novartis data which Novartis has requested Supplier to keep archived for legal hold purposes

经诺华要求, 供应商应以书面形式证明已完成这些行动。

以下是该处置要求的例外情况:

- 供应商出于法律或监管目的必须将诺华数据存档; 该等诺华数据应在法定保存期到期后立即删除
- 诺华出于依法保留目的要求供应商存档的诺华数据

11. TECHNICAL VULNERABILITY MANAGEMENT 技术漏洞管理

- Supplier shall endeavor to reduce risks resulting from exploitation of published technical vulnerabilities.

供应商应努力降低因利用已公布的技术漏洞而导致的风险。

- Supplier shall implement applicable industry best practices which are defined for example in Center for Internet Security (CIS) standards (<https://www.cisecurity.org/>)

供应商应实施适用的行业最佳实践, 例如, 互联网安全中心 (CIS) 标准 (<https://www.cisecurity.org/>) 中定义的实践

12. INFORMATION SECURITY INCIDENT MANAGEMENT 信息安全事件管理

- Supplier will ensure that management responsibilities and procedures are established to ensure a quick, effective and orderly response to security incidents and to report and manage information security incidents and weaknesses.

供应商应确保建立管理责任和程序, 以快速、有效和有序地响应安全事件, 报告和管理信息安全事件与漏洞。

13. MONITORING 监控

- Supplier will use appropriate systems and controls to detect unauthorized information processing activities.

供应商应采用适当的系统和措施, 检测非授权信息处理活动。

14. CONFIGURATION MANAGEMENT 配置管理

- Supplier shall establish and maintain policies that demonstrate adequate application of updates and patch systems.

供应商应制定并维护相关政策，以确保其充分应用更新和补丁系统。

- Supplier shall create and maintain hardware and software inventories and conduct regular vulnerability scans.

供应商应创建和维护硬件与软件清单，并定期扫描漏洞。

- Supplier shall ensure audit controls are implemented to enable independent audits/testing of appropriate audit data on operational systems while minimizing the risk of disruption to business processes.

供应商应确保实施审计控制，以实现独立审计/测试操作系统的适当审计数据，同时尽量降低业务流程中断的风险。

15. HARMFUL CODE PREVENTION 预防有害代码

- Supplier shall develop policies that manage the risks to the business processes from harmful code and include anti-malware defenses.

供应商应制定相关政策，管理业务流程风险，防止有害代码，落实反恶意软件保护。

16. INFORMATION RISK MANAGEMENT 信息风险管理

- Supplier shall establish a governance framework with supporting risk management policies that will enable and support risk management.

供应商应建立配有辅助风险管理政策的管治框架，以实现和支持风险管理。

Appendix B

NOVARTIS ANTI-BRIBERY POLICY

附件 B

诺华全球反贿赂政策

Effective: November 1st, 2020

生效日期: 2020 年 11 月 1 日

Version ERC 100.V6. EN

版本 ERC 100.V6.简体中文

1. Introduction 介绍

1.1 Purpose 目的

Our Code of Ethics states that we do not bribe anyone. This Policy sets forth the respective principles and rules and how they must be implemented.

我们的道德准则规定，不得贿赂任何人。该政策规定了原则和法规以及如何确保其实施。

1.2 Scope and Applicability 范围与适用性

This Policy addresses a variety of contexts in which bribery issues may arise. Other aspects of business ethics and corruption, including conflicts of interest and passive bribery (e.g. receipt of a bribe) as well as insider trading, are regulated separately.

本政策规制贿赂问题可能发生的不同情况。商业道德和腐败的其他方面（包括利益冲突、收受 贿赂之类的被动贿赂和内幕交易）则单独进行规范。

This Policy contains Novartis global standards. In some countries, more stringent applicable laws, regulations or industry codes supersede the principles set out in this Policy. Divisions and local Novartis organizations may also establish more restrictive practices.

本政策包含诺华全球标准。如果某些国家的适用法律、法规或行业准则更加严格，则可取代本政策中规定的原则。

各部门和本地诺华组织机构也可以建立更有限制性的实践规范。

This Policy is effective as of November 1, 2020, and must be adopted by all Novartis affiliates. It replaces the existing version of the Anti-Bribery Policy dated February 1, 2020.

该政策自 2020 年 11 月 1 日起生效，并且必须由所有诺华子公司采用。它将取代现有的 2020 年 2 月 1 日的反贿赂政策。

2. Principles and Rules 原则和规定

2.1 Basic Rules 基本规定

Principles and Rules 原则和规定

Associates must not bribe and they must not use intermediaries, such as agents, consultants, advisers, distributors or any other business partners to commit acts of bribery.

诺华员工不得贿赂，也不得使用中介（如代理、咨询顾问、顾问、经销商或任何其他商业伙伴）实施贿赂行为。

Novartis does not distinguish between public officials and private persons so far as bribery is concerned: bribery is not tolerated, regardless of the status of the recipient.

就贿赂而言，诺华不会区别对待公职人员和私营组织人员：无论接收人是何种身份，都不容许贿赂。

Always ask yourself before offering, giving, or promising anything of value to any person if what you are considering could be viewed as having an illegitimate purpose. If the answer is yes, you must not proceed.

向任何人提供、给予或承诺任何有价值之物之前，始终询问自己正在考虑的行为是否会被视为具有非法目的。如果答案是肯定的，则不得进行。

If you are in any doubt, consult a legal or compliance representative before proceeding.

如果您有任何疑问，请在进行之前咨询法律或合规代表。

Definitions 定义

Bribery means offering, giving or promising (or authorizing someone to offer, give, or promise) an improper benefit, directly or indirectly, with the intention of influencing or rewarding the behavior of someone to obtain or retain a commercial advantage.

贿赂是指提供、给予或承诺（或授权某人提供、给予或承诺）不当利益，旨在直接或间接地影响或回馈某人的行为以便获得或维持商业利益。

Bribery can take a variety of forms – offering or giving money or anything else of value. In fact, even common business practices or social activities, such as the provision of gifts and hospitality, can constitute bribes in some circumstances.

贿赂可以通过多种形式，包括提供或给予金钱或者其他任何有价值之物。实际上，即使常规商业行为或社交活动（如提供礼品和招待）在某些情况下也可构成贿赂。

Situations when Associates receive, agree to receive, request or accept a financial benefit or anything else of value are regulated by the Conflicts of Interest Policy.

《利益冲突政策》对员工接收、同意接收、要求或接受财物利益或任何其他有价值之物的情形进行了相关规定。

References 参考

- Novartis Anti-Bribery Third Party Guideline 《诺华反贿赂第三方指南》
- Novartis Conflicts of Interest Policy 《诺华利益冲突政策》

2.2 Gifts, Hospitality, and Entertainment 礼品、招待和娱乐

Principles and Rules 原则和规定

Gifts, hospitality, and entertainment must be modest, reasonable and infrequent so far as any individual recipient is concerned.

就任何接收个人而言，礼品、招待和娱乐务必适度、合理且不可过于频繁。

Gifts, hospitality, and entertainment must never be promised, offered, or provided with the intent of causing the recipient to do something favoring Novartis, to reward such behavior, or to refrain from doing something disadvantaging Novartis.

承诺、提供或给予礼品、招待和娱乐绝不能旨在使接收人做出有利于诺华的事情，或对这种行为进行回馈，或旨在使接收人避免做出不利于诺华的事情。

Gifts of any kind including personal gifts, cultural acknowledgements or promotional aids etc., whether branded or unbranded, must not be provided to Healthcare Professionals (HCPs) or their family members.

任何种类的礼物，包括个人礼物、风俗礼节物品或推广辅助用品等，不论是否标示品牌，均不得向医疗卫生专业人士 (HCP) 或其家庭成员提供。

Cash and gifts that are cash equivalent (e.g., shopping coupons) must never be given.

绝不能给予现金和与现金等价的礼品（例如购物券）。

Do not provide entertainment to any participant to Novartis business meetings, congresses or comparable events, unless the entertainment is an appropriate and incidental part of such events. Do not pay for any side or extended trips.

切勿向诺华商务会议、大会或类似活动的任何参与者提供娱乐活动，除非其为此类活动适当且附带的一部分。切勿为任何顺带的或延长的旅行支付费用。

Do not pay for the entertainment, hospitality, or travel costs of anyone who accompanies an invitee to a Novartis business meeting, congress, or comparable event. In situations where an invitee is unable to travel alone (e.g., patients or minors), travel costs for an accompanying person (e.g., caregiver) can be paid for provided that the rationale for this support is legitimate, documented, and considers applicable data privacy requirements.

请勿为诺华商务会议、大会或类似活动受邀者的随从人员支付娱乐、招待、或差旅费用。受邀者不能独自出行（例如，患者或未成年人）的情况下，可以支付随从人员（例如护理人员）的差旅费用，前提是提供这种支持的理由要合法、经文档备案记录并且考虑了适用的数据隐私要求。

Before giving a gift or providing hospitality or entertainment to anyone, consider whether the reputation of Novartis, yourself, or the recipient is likely to be damaged if news of the gift, hospitality, or entertainment appeared on the front page of a newspaper. If this would embarrass either Novartis or the recipient, do not proceed.

给予任何人礼品或者提供招待或娱乐活动之前，请考虑一下如果礼品、招待或娱乐出现在报纸首页上是否可能有损诺华、您自己或者接收人的名誉。如果会给诺华或接收人带来麻烦，请勿进行。

Definitions 定义

Gifts are benefits of any kind given to someone as a sign of appreciation or friendship without expectation of receiving anything in return. They include ‘courtesy gifts’, which are small gifts given at culturally recognized occasions (e.g., weddings, funerals) or special times of the year (e.g., Christmas, New Year).

礼品是指给予某人任何形式的利益，作为答谢或友谊的表示，而不期望接收任何回报。其中包括“礼节性礼品”，即在文化上认可的场合（例如婚礼、葬礼）或者年度特殊时期（例如圣诞节、新年）给予的小礼品。

Hospitality generally includes refreshments, meals, and accommodation.

招待通常包括茶点、餐饮和住宿。

Entertainment generally includes attendance at plays, concerts, and sports events.

娱乐通常包括观看戏剧、音乐会和体育活动。

References 参考

- Principles & Practices for professionals (P3) 专业互动政策指南(P3)

2.3 Grants, Donations and Sponsorship 捐助、捐赠和赞助

Principles and Rules 原则和规定

Novartis may provide funding or other support to external organizations. This includes grants, donations and sponsorships which are governed by the P3 Policy and P3 External Funding Guideline.

诺华可以向外部组织提供资金或其他支持。其中包括受《P3 政策》和《P3 对外资助指南》管理的捐助、捐赠和赞助。

References 参考

- Principles & practices for professionals (P3) 专业互动政策指南(P3)
- Novartis Global P3 Guideline on External Funding 《关于对外资助的诺华全球 P3 指南》
- Management Authorization Levels, also known as MALS 《管理授权级别》，即 MAL

2.4 Rules Relating to Public Officials 公职人员相关的规定

Principles and Rules 原则和规定

Novartis does not distinguish between public officials and employees of private sector organizations so far as bribery is concerned; however, it is important to recognize that public officials are often subject to rules and restrictions that do not apply to persons who operate in the private sector.

就贿赂而言，诺华不会区别对待公职人员和私营组织的雇员，但是需要了解公职人员通常遵守的规定和约束不适用于在私营组织中工作的个人，这一点很重要。

Any relationship with public officials must be in strict compliance with the rules and regulations to which they are subject (i.e., any applicable rules or regulations in the particular country relating to public officials or that have been imposed by their employer) and any benefit conveyed to a public official must be fully transparent, properly documented, and accounted for.

与公职人员的所有来往必须严格遵守公职人员应遵守的规定和法规（例如特定国家所适用的公职人员相关的规定或法规或者雇主所施行的规定或法规），而且所有向公职人员提供的利益都必须完全透明、适当记录并予以解释。

Definitions 定义

The term ‘public official’ has been extensively interpreted by regulators and includes

监管者对术语“公职人员”进行了广泛解释，其含义包括：

- Any elected or appointed officer or employee of a government or government department, government agency, or of a company owned or partially owned by a government

政府或政府部门、政府机关、或政府所有/部分所有的企业中选举或指派的官员或雇员

- Any elected or appointed officers or employees of public international organizations, such as the United Nations

任何国际公共组织（例如联合国）中选举或指派的官员或雇员

- Any person acting in an official capacity for or on behalf of a government or a government department, government agency, or of a public international organization

任何以官方身份或代表政府或政府部门、政府机关或公共国际组织行事的人员

- Politicians and candidates for a political office

政治人物和政治职务候选人

- Any other person who is considered to be a public official according to applicable laws, regulations and industry codes

任何根据适用法律、法规和行业准则被认定为公职人员的人

Medical and scientific personnel qualify as public officials when they work at a hospital, clinic, university or other similar facility owned or partially owned by a government.

在政府所有或政府部分所有的医院、诊所、大学或其他类似机构内就职的医学和科技人员也被视为公职人员。

In some countries, doctors, pharmacists, clinical trials investigators, and nurses are public officials irrespective of whether they are working at a government institution.

在一些国家中，医生、药剂师、临床试验研究员以及护士都是公职人员，无论他们是否是在为政府机构工作。

2.5 Political Contributions 政治捐助

Principles and Rules 原则和规定

Novartis may only make political contributions where these are part of the political culture in a country and aim to help build sustainable healthcare systems for the benefit of patients. For instance, Novartis may seek to support candidates, committees, or other organizations that are committed to economic growth, recognize the importance of healthcare innovation, or patient access to therapies.

诺华仅在将政治捐助视为政治文化组成部分的国家，和以帮助建立可持续的医疗卫生系统，为患者谋求福祉为目标的情况下进行政治捐助。

例如，诺华可能会寻求支持承诺经济发展、认同医疗保健创新或患者治疗可及性的重要意义的候选人、委员会或其他组织。

Political contributions must never be made with the expectation of a direct or immediate return for Novartis.

绝不通过政治捐助期望直接或立即给予诺华回报。

Political contributions must meet all of the following requirements:

政治捐助必须满足以下所有要求:

- Compliant with applicable laws, regulations, and industry codes
遵守适用的法律、法规和行业准则
- Covered by a separate budget position, approved in the ordinary budget process 设有独立的预算空间、通过正常预算流程审批
- Approved in advance by the relevant Novartis Country President, or his/her designee
事先获得相关诺华所在国家总裁或其指定人员的批准

Definitions 定义

Political contributions are monetary or non-monetary (commonly referred to as “in-kind” contributions, which include uses of resources, facilities, etc.) contributions to support political parties, politicians or political initiatives.

政治捐助是指以货币形式或非货币形式（通常称为“实物”捐助，其中包括使用资源、设施等）的捐助来支持政党、政府官员或政治提案。

2.6 Lobbying

Principles and Rules 原则和规定

Novartis engages in lobbying activities to provide policy makers with data and insights to enable widely informed decision-making conducive to improving patient outcomes and sustainable business.

诺华参与 Lobbying 活动的目的是为政策制定者提供数据和见解，让决策基于对情况的广泛了解而制定，从而有助于提高患者获益和业务可持续性。

Lobbying should not be misused for any corrupt or illegal purposes, or to improperly influence any decision. Relevant functions (e.g., Public & Government Affairs) provide guidance on how lobbying should be conducted based on the values of transparency, honesty and integrity.

Lobbying 不得为任何腐败或非法之目的而滥用，或対任何决策产生不正当的影响。相关职能部门（例如公共事务和政府事务部门）根据透明、正直、诚信的价值标准，为应该如何进行 Lobbying 提供指南。

Definitions 定义

‘Lobbying’ describes interactions with policy makers and other external stakeholders with the intent to represent Novartis’ perspective in the policy making process. Active contribution to policy making is an integral part of the democratic process and a legitimate activity as it enables the representation of different societal interests.

“Lobbying” 是指在制定政策过程中，代表诺华观点与政策制定者以及其他外部利益相关方进行的互动活动。对政策制定的积极贡献是民主程序中不可分割的一部分，也是一种合法的活动，因为它能让不同的社会利益群体表达观点。

References 参考

- Code of Ethics 《道德准则》
- Novartis Responsible Lobbying Guideline 《诺华负责任 lobbying 指南》
- Novartis Anti-Bribery Third Party Guideline 《诺华反贿赂第三方指南》

2.7 Facilitation Payments 通融费

Principles and Rules 原则和规定

Novartis prohibits facilitation payments, irrespective of whether local law permits facilitation payments.

无论当地法律是否允许，诺华禁止使用通融费。

Definitions 定义

Facilitation payments are payments to public officials to expedite the performance of duties of a non-discretionary nature. These payments are intended to influence only the timing of the public officials’ actions (e.g., payments to expedite the issuance of a visa or clearing goods through customs), but not their outcome.

通融费是指支付给公职人员用于加快履行非自由决定性质的职责。这些费用意图是仅影响公职人员的履行时间（例如付款以便加快签证发放或海关清货），而不影响最后结果。

2.8 Third Parties 第三方

Principles and Rules 原则和规定

Novartis must only engage Third Parties if all of the following requirements are met:

仅在满足以下所有要求的情况下，诺华才能与第三方来往：

- There is a legitimate need for the services or the goods that they provide
对第三方提供的服务或货物有合法需求
- The services and goods are priced at no more than market value
其服务及货物定价不高于市场价格
- The Third Party is suitable from an anti-bribery perspective after assessment in a robust Due Diligence process
经过严格的尽职调查流程评估之后，第三方符合反贿赂的相关要求
- There is a written contract or other written document with a similar legal effect (e.g., Purchase Order)
具备书面协议以及其他具有类似法律效力的书面文件（例如采购单）

The receipt of services or goods must be documented and in line with the requirements stipulated in Section 2.10 of this Policy.

接收第三方服务或货物时必须进行记录并且必须符合本政策第 2.10 条规定的要求。

Engagement of Third Parties – including healthcare professionals – must never be used to create an incentive, or to reward or to secure any improper business advantage for Novartis.

与第三方（包括医疗卫生专业人员）的来往绝不能用来为诺华激励、回馈或确保任何不当业务利益。

Definitions 定义

A Third Party is any natural person or legal entity with whom Novartis interacts and who poses, due to the nature of their business, a particular level of bribery risk. Novartis affiliates and Associates are not considered Third Parties in this Policy.

第三方是指与诺华往来的、因其业务性质而具有特定程度贿赂风险的自然人或法人实体。在本政策中诺华关联机构和员工不属于第三方范围。

References 参考

- Novartis Anti-Bribery Third Party Guideline 《诺华反贿赂第三方指南》

2.9 New Business and Joint Ventures 新业务和联合经营

Principles and Rules 原则和规定

Before entering into an agreement for new business or entering into a joint venture, adequate anti-bribery due diligence must be completed. In addition, a remediation plan should be developed and implemented to address identified issues.

签订新业务协议或进行联合经营之前必须完成充分的反贿赂尽职调查。除此之外，应该制定和实施相关纠正计划以解决发现的问题。

Definitions 定义

New business means any transaction involving the takeover or acquisition of all or any part of a third party or business, or the merger of a Novartis business with another company or business.

新业务是指涉及所有或部分第三方或第三方业务的接管或收购的交易，或指诺华业务与其他公司或业务的合并。

Joint venture means any type of joint agreement or arrangement between Novartis and one or more third parties to own and operate an enterprise as a separate business for the mutual benefit of Novartis and the third party or parties.

联合经营是指为了诺华和一个或多个第三方的共同利益，诺华与一个或多个第三方之间签订的任何形式的联合协议或安排，从而以独立业务的方式来拥有和运营一家企业。

2.10 Books and Records/Internal Controls 帐簿和记录/内部控制

Principles and Rules 原则和规定

Novartis must prepare and maintain books and records that accurately and in reasonable detail document the source and use of Novartis revenues and assets.

诺华必须准备并维护准确且合理地详细记录诺华收入和资产来源及使用情况的帐簿和记录。

'Off-the-books' accounts and false or deceptive entries in Novartis books and records are strictly prohibited. All financial transactions must be documented, regularly reviewed and properly accounted for in the books and records of the relevant Novartis entity.

“帐外”账目以及诺华帐簿和记录中的错误或虚假条目都必须严格禁止。所有财务交易都必须记录在册、定期检查并在相关诺华实体的帐簿和记录中适当说明。

All relevant financial controls and approval procedures must be followed.

必须遵守所有相关财务控制和审批流程。

The retention and archive of Novartis records must be consistent with Novartis standards and tax and other applicable laws and regulations.

诺华记录的保管和归档都必须遵守诺华的标准、税务以及其他适用法律和法规。

Definitions 定义

Books and records include accounts, invoices, correspondence, papers, CDs, tapes, memoranda and any other document or transcribed information of any type.

帐簿和记录包括账目、发票、往来通信、纸质文档、CD、磁带、备忘录以及所有其他文档或任何类型的转抄信息。

References 参考

- Management Authorization Levels, also known as MALS 《管理授权级别》，即 MAL
- Novartis Financial Controls Manual 《诺华财务控制手册》
- Novartis Accounting Manual 《诺华会计手册》

3. Implementation 实施

3.1 Training 培训

Associates must familiarize themselves with this Policy. Associates must be trained per the Novartis-wide compliance training curriculum. Local Novartis organizations may define additional training requirements.

员工必须熟悉本政策。员工必须根据适用于整个诺华的合规培训课程体系进行培训。本地诺华 组织机构可以定义额外的培训要求。

Training requirements for Third Parties are defined by the *Anti-Bribery Third Party Guideline* in conjunction with the *Training for Third Parties and External Service Providers Framework Guideline*.

对第三方的培训要求由《反贿赂第三方指南》和《第三方和外部服务供应商培训框架指南》共同定义。

3.2 Reporting Potential Misconduct/Non-Retaliation 报告潜在不当行为/反报复

Any Associate with knowledge of suspected misconduct must report his or her suspicion promptly in accordance with the SpeakUp Office process.

任何了解到疑似不当行为的员工必须根据 SpeakUp 办公室流程立即进行报告。

Associates who report potential misconduct in good faith or who provide information or otherwise assist in any inquiry or investigation of potential misconduct will be protected against retaliation.

出于善意地报告潜在不当行为，在任何潜在不当行为的质询或调查中提供信息或以其他方式提供协助的员工都将得到保护，避免遭到报复。

3.3 Breach of this Policy 违反此政策

Breaches of this Policy will not be tolerated and may lead to disciplinary and other actions up to and including termination of employment.

任何员工不得违反此政策，否则可能面临纪律处分，直至解除劳动合同。

3.4 Responsibilities and Implementation 责任和执行

It is the responsibility of every Novartis manager to implement this Policy within his or her area of functional responsibility, lead by example, and provide guidance to the Associates reporting to him or her. Novartis managers must also seek to structure incentives and conduct performance assessments accordingly.

每位诺华经理都有责任在其职能职责范围内执行本政策、以身作则并指导向其报告的员工。诺华经理还必须寻求激励机制并相应地进行绩效评估。

All Associates are responsible for adhering to the principles and rules set out in this Policy.

所有员工都有责任遵守本政策中制定的原则和规定。

The owner of this Anti-Bribery Policy is Ethics, Risk & Compliance.

本《反贿赂政策》的所有者为道德、风险与合规部。

Appendix C
DATA PROTECTION REQUIREMENTS

附件 C
个人信息保护要求

1. Conflict and Survival 冲突和存续

1.1. This Data Protection Requirements Appendix (“Data Protection Appendix”) is made a part of the Agreement and incorporated therein by reference. This Data Protection Appendix will survive the expiration or termination of the Agreement for as long as Personal Data is being processed by Data Processor. In the event of a conflict or inconsistency between this Data Protection Appendix and any other portion of the Agreement, this Data Protection Appendix will govern.

本个人信息保护要求（“数据保护附件”）是本协议的组成部分，并通过引用纳入其中。只要数据处理方在处理本附件范围内的个人信息，本数据保护附件在本协议到期或终止后将继续有效。如果数据保护附件与协议的任何其他部分发生冲突或不一致，则本数据保护附件优先适用。

2. Specification of the Personal Data and Processing Activities 个人信息和处理活动

2.1. Personal Data under this Appendix means any information that relates to an identified or identifiable person including without limitation electronic data and paper based files that is Processed directly or indirectly, by Vendor or Vendor Subcontractors on behalf of and as instructed by Novartis. This may include name or initials, home or other physical address, cell/mobile or telephone number, photograph and/or any data or information subject to Data Protection Laws.

本附件范围内的个人信息是指供应商或供应商的分包商代表诺华并根据诺华指示，直接或间接处理的任何识别或可识别个人的信息，包括但不限于电子数据和纸质文件。这可能包括但不限于：名字或姓名首字母缩写、家庭或其他地址、手机或电话号码、个人健康信息、收入信息、照片和/或任何受数据保护法约束的其他数据或信息。

2.2. Nature, Purpose and Duration of the intended processing of Personal Data

The nature, purpose and duration of Processing of Personal Data by the Supplier are defined in the Agreement.

拟进行的个人信息处理的内容、性质、目的和期限

供应商处理个人信息的内容、性质、目的和期限由本协议及/或适用的工作说明书或采购订单约定或决定。

3. Technical and Organisational Measures 技术和组织措施

3.1. Supplier shall carry out Processing activities on Personal Data solely for the purpose and requirements specified in the Agreement and as instructed by Novartis. All persons who have access to Personal Data must maintain its confidentiality, the limitation of use to specific purposes, and access shall be permitted on a need-to-know basis to the extent required for the performance of Supplier’s obligations. Supplier shall ensure that all persons who have access to Personal Data have received appropriate privacy and security training, which shall be updated periodically in accordance with applicable laws, regulations, and industry standards, or as otherwise requested by Novartis. Supplier shall not use or disclose any Personal Data that Supplier creates, receives, maintains, or transmits as a result of performance of Supplier’s obligations, other than as expressly permitted or required by the Agreement.

供应商应按照协议中规定的目的和要求，并按照诺华的指示开展个人信息处理活动。所有有权访问个人信息的人员必须对数据严格保密，确保仅为特定目的使用，并且仅在履行供应商义务所需的范围内、在“需要知道”的基础上访问。供应商应确保所有有权访问个人信息的人员都已经接受适当的隐私保护和培训，并根据适用的法律、法规和行业标准或按照诺华的其他要求进行定期更新。除非本协议明确允许或要求，供应商不得使用或披露其为履行供应商义务而创建、接收、维护或传输的任何个人信息。

3.2. The Supplier shall establish the minimum technical security and organizational measures referenced in the Third Party Code together with any additional requirements, if applicable. The technical and organisational measures are subject to technical advancements and development. In this regard, it is permissible for Supplier to implement alternative adequate measures so long as the minimum defined level of security is not reduced. Substantial changes must be documented.

供应商应制定“诺华第三方准则”中提及的最低技术安全和组织措施以及任何额外安全要求（如有）。技术和组织措施受到技术进步和发展的影响。在这方面，只要不降低最低定义的安全水平，供应商就可以实施替代的适当措施。供应商应有正式的流程管理和记录此类变更。

3.3. Throughout the term of the Agreement, Supplier will maintain and monitor a comprehensive, written privacy and information security program, including data protection policies and procedures, and consistent with any privacy compliance plan established between the parties and attached hereto, that contains administrative, technical and physical safeguards designed to protect against reasonably anticipated threats to the security, confidentiality or integrity of, and the unauthorized Processing of, Personal Data. Supplier will periodically assess reasonably foreseeable risks to the security, confidentiality, integrity, and resilience of electronic, paper and other records containing Personal Data and evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks.

在整个协议期内, 供应商需维护和监控一个全面的书面隐私和信息安全计划, 例如符合本附件要求的个人信息保护政策和流程, 其中包含旨在防止可合理预见的信息安全、保密或完整性以及防止未经授权的个人信息处理相关的管理、技术以及物理的防护措施。对于包含个人信息的电子、纸质和其他记录的安全性、保密性、完整性和可用性等方面可合理预见的风险, 供应商应进行定期评估, 并在必要时评估和改进其控制内部和外部风险的保护措施的有效性。

4. Rectification, Restriction, Cross-Border Transfer and Erasure of Personal Data 修改、限制、跨境传输和删除个人信息

- 4.1. The Supplier may not on its own authority rectify, erase or restrict the processing of Personal Data that is being processed on behalf of Novartis or transfer any Personal Data outside of China, except by written instructions from Novartis. Supplier will notify Novartis promptly (and in any event within five business days from receipt) of any communication received from a Data Subject relating to the Data Subject's rights to access, modify, correct or delete Personal Data and to comply with all instructions of Novartis in responding to such communications.

除诺华的书面指示外, 供应商不得自行更改、删除或限制正在代表诺华进行的个人信息的处理或向中国境外传输本附件范围内的个人信息。如果收到来自信息主体的任何与信息主体访问、修改、更正或删除个人信息等权利相关的任何要求或投诉等, 供应商应立即通知诺华 (且任何情况下应在收到通知的五个工作日内), 并遵守诺华回应相关要求或投诉的所有指示。

5. Quality Assurance and other Duties of Supplier 供应商的合作和其他义务

- 5.1. As requested by Novartis at any time, Supplier shall immediately (at least within twenty four (24) hours) provide Novartis with the contact details of Supplier's data protection officer or person responsible for personal data protection for the purposes of direct contact.

如诺华的要求, 供应商应立即 (至少二十四 (24) 小时内) 向诺华提供其个人信息保护专员 (如法律有专员指定的强制要求) 或者如前述不适用, 提供负责个人信息保护的人员的联系方式, 以便直接联系。

- 5.2. Supplier will notify Novartis in writing and as soon as practical of any request made by any government, law enforcement or regulatory agency (but no later than one (1) business day from the date of any such request) for information concerning, or access to, Personal Data, unless notification to Novartis is prohibited by Data Protection Laws or other applicable laws, rules, regulations or orders. Supplier will cooperate with Novartis in responding to such requests.

如果任何政府、执法机构或管理机构要求提供有关个人信息的相关信息或提出访问个人信息的任何要求时, 供应商应以最快的速度书面形式通知诺华 (但不迟于收到此类请求之日起一 (1) 个工作日), 但数据保护法或其他适用的法律、法规或命令禁止通知诺华的除外。供应商应与诺华合作响应或回复此类要求。

- 5.3. Novartis shall be informed immediately of any inspections and measures conducted by the supervisory authority, insofar as they relate to the Processing of Personal Data. This also applies insofar as the Supplier is under investigation or is party to an investigation by a competent authority in connection with infringements to any civil or criminal law, or administrative rule or regulation regarding the processing of Personal Data in connection with the Agreement.

供应商应立即通知诺华关于监督机构进行的任何与个人信息处理相关的检查和措施。这也适用于供应商正在被调查中, 或者作为与本协议项下处理个人信息相关的主管当局调查 (包括民事侵权、刑事或者行政) 的当事一方。

- 5.4. As requested by Novartis, Vendor shall make available to Novartis all information necessary to demonstrate compliance with this Data Protection Appendix and shall allow for and contribute to audits, including inspections, conducted by Novartis or another auditor mandated by Novartis.

如果诺华要求, 供应商应向诺华提供所有必要信息和说明等以证明其符合本附件约定的要求, 并应允许并协助诺华或审计人员进行审核。

6. Supplier Subcontracting 供应商分包

- 6.1. Subcontracting for the purpose of this Data Protection Appendix are to be understood as meaning services which relate directly to the provision of the principal obligation related to the processing of Personal Data pursuant to the Agreement. This does not include ancillary services, such as telecommunication services, postal / transport services, maintenance and user support services or the disposal of data carriers, as well as other measures to ensure the confidentiality, availability, integrity and resilience of the hardware and software of data processing equipment. 本数据保护附件的项下的分包应理解为根据本协议, 与提供个人信息处理有关的主要义务直接相关的服务。这并不包括辅助服务, 例如电信服务, 邮政/运输业务, 维护和用户支持业务或数据载体处理, 以及确保数据处理设备硬件和软件的机密性, 可用性, 完整性和恢复的其他措施。

- 6.2. Supplier understands and agrees that, without limitation, the confidentiality, privacy and security requirements contained in the Agreement also apply to any permitted Supplier Subcontractors, temporary employees or other third-parties who receive any Personal Data as a result of the Agreement. Supplier shall only enter into sub-contract agreements that include data protection provisions no less restrictive than the provisions set forth in this Data Protection Appendix. Upon written request by Novartis, copies of such sub-contracts shall be provided to Novartis within seven (7) business days. Novartis must be granted (a) the right to monitor and inspect Supplier Subcontractors upon reasonable notice and (b) the right to obtain information from Supplier about the substance of the sub-contract and the implementation of the data protection obligations within the sub-contract relationship, upon written request.

供应商理解并同意, 本协议中包含的保密, 隐私和安全要求也适用于任何基于本协议而接收任何个人信息的供应商的分包商、临时雇员或其他第三方。供应商应签订分包协议, 其包含的数据保护条款不得低于本数据保护附件

中规定的限制条款。在诺华提出书面要求的情况下, 供应商应在七(7)个工作日内向诺华提供此类分包协议的副本。供应商应授予诺华(a)在合理的通知下监督和检查供应商的分包商的权利, 以及(b)经书面要求, 有权从供应商获得有关分包协议的实质内容以及分包协议内数据保护义务的实施情况。

7. Data Security Breach 数据安全事件

7.1. At any time during the processing of Personal Data, Supplier shall notify Novartis immediately of any Data Security Breach involving Personal Data which may affect Novartis data under this Agreement, including any breach at facilities, systems or equipment of Supplier's subcontractors. The Novartis contact for reporting Data Security Breach identified by Supplier: soc@novartis.com. Supplier agrees to assist and cooperate with Novartis concerning any disclosures to affected parties, government or regulatory agencies and with any other remedial measures requested by Novartis or required under any law. Supplier will take such mutually agreeable steps to prevent the continuation or repetition of such Data Security Breach.

在个人信息处理过程中, 如果发生任何涉及个人信息的数据安全事件或者任何数据泄露、毁损、丢失等情况可能影响本协议项下诺华相关数据(“数据安全事件”), 包括在供应商的分包商的设施、系统或设备等发生的数据安全事件, 供应商应立即通过soc@novartis.com通知诺华。供应商同意协助并与诺华合作处理任何向受影响的第三方、政府或监管机构的披露以及采取诺华或法律所要求的任何其他补救措施。供应商应采取共同同意的步骤防止此类数据安全事件持续或重复发生。

7.2. Unless otherwise required by applicable Data Protection Laws or any other law, rule, regulation or order, Supplier will make no disclosures to affected parties or any government, law enforcement or regulatory agencies concerning a Data Security Breach relating to the Personal Data except as directed by Novartis. Notwithstanding the foregoing, Supplier may contact local police in the event of a physical breach of Supplier facilities or theft of equipment or documents.

除非适用的数据保护法或任何其他法律、法规或命令另有要求, 在没有诺华指令的情况下, 供应商不应向受影响的第三方或任何政府、执法机构或监管机构披露与个人信息相关的数据安全事件。尽管有上述规定, 供应商可能会在发生供应商设施的物理损坏或者设备或文件被盗窃的情况下与当地警方联系。

7.3. Supplier will assist and cooperate with Novartis concerning any disclosures to such parties or agencies, and with any other remedial measures requested by Novartis or required under any law, rule, regulation or order applicable to Supplier or Novartis, at Supplier's expense, including providing notice to Data Subjects of a Data Security Breach and providing any other services to such individuals.

供应商应自行承担所有费用协助并与诺华合作处理任何向相关第三方、政府或监管机构的披露以及处理诺华要求的或法律、法规或命令所要求的任何适用于供应商或诺华的其他补救措施, 包括但不限于通知信息主体发生的数据安全事件, 以及向这些个人提供的任何其他服务。

8. Deletion and Return of Personal Data 个人信息的删除和返还

8.1. Copies or duplicates of Personal Data shall never be created without the knowledge of Novartis, with the exception of back-up copies as far as they are necessary to ensure orderly data processing, as well as Personal Data required to meet regulatory requirements to retain data.

在诺华不知情的情况下, 供应商不得创建任何个人信息的复印件或副本, 但是确保数据处理所必须的备份副本或者为满足法律或监管机关数据留存要求所需的个人信息除外。

8.2. Upon termination or expiration of the Agreement, or as requested in writing by Novartis at any time, Supplier will, at its own expense and at Novartis's option: (a) promptly return all Personal Data; or (b) destroy all documents, materials, and any other media that may contain Personal Data, without retaining any portion or copy thereof. Supplier will provide Novartis with a Certificate of Destruction of Personal Data in a form acceptable to Novartis, signed by an authorized employee of Supplier who has supervised such destruction.

本协议终止或到期时, 或者根据任何时候诺华的书面要求, 供应商应自行承担费用并按诺华的要求: (a) 及时归还所有个人信息; 或(b) 销毁所有可能包含个人信息的文件、资料和其他媒体, 而不保留任何部分或副本。供应商应向诺华提供一份诺华接受的个人信息销毁证明, 由供应商授权的监督销毁的员工签署。

9. Definition 定义

“Personal Data” – The definition set out in Article 2.1 of this Appendix.

“个人信息” – 定义见本附件2.1条。

“Data Protection Laws” – all laws, rules, regulations, and orders of any jurisdiction or subdivision thereof relating to the privacy, security, confidentiality and/or integrity of Personal Data that are applicable to the operations, services or products of Supplier and Novartis, including but not limited to China Cybersecurity Law and other laws and regulations governing personal data protection.

“数据保护法” –

适用于供应商或诺华的运营、服务或产品的, 有关个人信息隐私、安全、保密和/或完整性相关的任何管司法辖区的法律法规, 包括但不限于中国网络安全法以及其他规制个人信息保护的法规和法规。

“Data Security Breach” – (a) the loss, inadvertent disclosure, unauthorized access to or acquisition of or misuse of Personal Data or any media containing Personal Data; (b) the disclosure or use of Personal Data in a manner inconsistent with Data

Protection Laws, the Agreement or this Data Protection Appendix; or (c) any other act or omission that negatively impacts the security, confidentiality, and/or integrity of Personal Data.

“数据安全事件” -

(a) 个人信息或任何含有个人信息的媒介遗失、疏忽泄露、未经授权访问、获取或滥用；(b) 以不符合数据保护法、协议或本数据保护附件的方式披露或使用个人信息；或(c) 对个人信息的安全性、保密性和/或完整性有负面影响的其他任何行为或不作为。

“Data Subject” - an identified or identifiable person whose Personal Data are processed, accessed, received, transmitted, deleted, or maintained by the Supplier on behalf of and under the instruction of Novartis. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity.

“信息主体” -

供应商代表诺华并在诺华指导下处理、访问、接收、传输、删除或维护的个人信息所能识别或可识别的个人。可识别的个人可能是直接或间接识别的人，特别是通过结合身份证号码或者一个或多个他/她的身体、生理、精神、经济、文化或社会身份的特定因素。

“Process, Processed, Processing” - any handling of Personal Data by any means, including, without limitation, collecting, accessing, receiving, using, transferring, retrieving, manipulating, recording, organizing, storing, maintaining, hosting, adapting, altering, possessing, sharing, disclosing (by transmission, dissemination or otherwise making available), blocking, erasing, destroying, selling, or licensing.

“处理” -

以任何方式处理个人信息，包括但不限于收集、访问、接收、使用、转移、检索、操作、记录、组织、存储、维护、托管、改编、拥有、共享、披露（通过传输、传播或其他方式提供）、限制、删除、销毁、出售或许可。

“Supplier” - the performer and provider of the Services or Products under the Agreement as described thereunder.

“供应商” - 指协议第一页所述服务的执行者和提供者。

“Supplier Subcontractor” - any third party that assists Supplier in performing its obligations under the Agreement, including an affiliate or direct or indirect subcontractor of Supplier.

“供应商的分包商” - 协助供应商履行协议项下义务的任何第三方，包括供应商的分支机构或者直接或间接分包商。

