

Novartis Terms and Conditions – Services

1. Parties:

These Terms and Conditions are between Novartis and the supplier of services specified on the front page (**Supplier**). Terms not defined in these Terms and Conditions will have the meaning in the Scope Description.

2. Scope:

2.1 Novartis appoints the Supplier as the non-exclusive supplier of services as set out in this Agreement. Novartis does not represent or guarantee any minimum volume of Services.

2.2 Novartis is entering into this Agreement on behalf of itself and for the benefit of its company affiliates. Except for rights to terminate or enforce the Agreement, which are reserved for Novartis, references to Novartis will include reference to Novartis and/or Novartis affiliates according to the context.

2.3 Unless otherwise agreed in writing by Novartis:

- (a) the Agreement will prevail over any other terms and conditions or purchase conditions provided by the Supplier, or any standard business terms attached to or referenced in a Novartis purchase order; and
- (b) the Scope Description will prevail over any inconsistent terms contained in these Terms and Conditions.

3. Confirmation of Services:

The Services will be confirmed via Novartis purchase order.

4. Supplier Obligations:

4.1 The Supplier will provide the Services in accordance with:

- (a) all applicable laws, regulations and best industry practice (including anti-bribery laws, privacy laws);
- (b) applicable pharmaceutical industry codes (including the applicable provisions of the EPFIA Code(s) of Practice and the IFPMA Code of Practice IFPMA and EFPIA Codes of Practice relating to reasonable fees, hospitality, venue and prohibition of support for spouses & entertainment, and the transparency and public disclosure of fees); and
- (c) the notified Novartis policies applicable to the Services and specified in the Scope Description or as notified by Novartis from time to time;

4.2 The Supplier will:

- (a) comply with, and ensure Supplier personnel comply with all Novartis policies applicable to the Services specified in the Services Description or as notified by Novartis from time to time;
- (b) perform its obligations in a professional and timely manner using suitably qualified personnel;
- (c) perform its obligations with high ethical and moral business and personal integrity standards;
- (d) ensure it has all necessary rights, consents and approvals to perform its obligations under the Agreement, including any governmental, industry or employer approvals;
- (e) at its own expense provide and control the necessary materials and facilities for the proper and efficient provision of the Services; and
- (f) provide the Services in a manner that does not cause Novartis to breach any applicable laws and regulations (including anti-bribery or privacy laws).

4.3 Where the Supplier fails to perform the Services to Novartis' reasonable satisfaction, the Supplier will re-supply or rectify the services at the Supplier's cost.

4.4 If the Supplier receives an adverse event about Novartis products in providing the Services, it will notify Novartis within 24 hours of becoming aware and co-operate with Novartis to follow-up the adverse event. Novartis will be responsible to report adverse events in accordance with applicable laws and regulations.

4.5 The Supplier will ensure the Supplier personnel, pre-approved subcontractors/Supplier Affiliates are aware of and appropriately trained to comply with the terms of this Agreement, at no additional cost to Novartis. The Supplier will provide evidence to Novartis on request (e.g. provision of SOPs, work instructions and training records).

5. **Questionnaire for Third Parties and Compliance with the Law and Policies**

5.1 Represents and Warrants of the Supplier:

(a) The Questionnaire for Third Parties that the Supplier complete and return to Novartis is accurate and complete, and said information shall be deemed an integral part of the Agreement.

(b) If any material change of the Supplier (including 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), or any material change to the information provided with the Questionnaire for Third Parties, the Supplier shall inform Novartis in written.

6. **Novartis' Obligations:**

Novartis will:

6.1 make available appropriate personnel to liaise with the Supplier;

6.2 provide the Supplier with all reasonable access to Novartis' premises and to any agreed Novartis resources necessary for the provision of the Services;

6.3 provide all information reasonably requested by the Supplier.

7. **Fees:**

7.1 In exchange for the Services, Novartis will pay the Fees, subject to the satisfactory completion of any associated Deliverables.

7.2 Unless otherwise specified in this Agreement, the Fees are exclusive of VAT. All other taxes are the Supplier's responsibility.

7.3 Any pre-agreed third party expenses will comply with Novartis travel policy and be invoiced to Novartis at cost, without margin, overhead or administrative fee and supported by receipts.

7.4 The Fees are fixed and include all performance requirements of the Agreement.

7.5 Unless otherwise expressly specified, the Supplier will invoice monthly in arrears for delivered Services during the previous month. The Supplier must provide to Novartis appropriate supporting documentation to substantiate the amount charged on request.

7.6 Novartis will pay the Fees within 60 days of the date of a correct and valid invoice, subject to the satisfactory completion of associated deliverables.

7.7 Novartis will pay the undisputed portion of an invoice and will withhold payment on the disputed portion until resolved. If required by applicable laws, Novartis will pay interest on any undisputed Fees at the rate set by applicable laws in Switzerland.

8. **Supplier Personnel:**

Novartis is not the employer of the Supplier's personnel used to provide the Services. The Supplier is solely responsible to employ, engage, pay the Supplier Personnel and for all losses caused by the Supplier personnel.

9. **Confidentiality Obligations:**

9.1 A party will keep all non-public or proprietary information of the other party and their affiliates (**Confidential Information**) disclosed in connection with this Agreement, confidential and secure at all times.

9.2 The receiving party will only use or disclose confidential information of the other party for the purpose of providing the Services, as required by law, regulation, or as otherwise agreed by the other party in writing.

9.3 A party may share the confidential information on need to know basis with its personnel, agents or advisors provided that such individuals have written confidentiality obligations at least as stringent as the terms of this Agreement.

- 9.4 The confidentiality obligations in this Agreement continue for a period of **3 days** following the expiry or termination of this Agreement.
- 9.5 The Supplier acknowledges that the confidential information is proprietary to Novartis and nothing in this Agreement grants to the Supplier any right to Novartis' confidential information.
- 9.6 The Supplier will indemnify Novartis from and against any liability, damages, costs, expenses or claims arising from any breach of this clause by the Supplier or the Supplier personnel.
- 10. Intellectual Property:**
- 10.1 This Agreement does not affect the pre-existing intellectual property rights of either party or any intellectual property rights created independently of this Agreement.
- 10.2 All materials, results, Deliverables and outputs of the Services will be owned by Novartis (**Created Material**). The Supplier will ensure that all intellectual property rights in the Created Material are assigned to Novartis without further payment and that any moral rights in the Created Material are waived in favour of Novartis.
- 10.3 The Supplier warrants that the Created Material does not and will not infringe the intellectual property rights of any third party. The Supplier will indemnify Novartis from and against any liability, damages, costs, expenses or claims arising from any breach of this clause by the Supplier or the Supplier personnel.
- 11. Privacy:**
- 11.1 The Supplier will comply with applicable privacy laws, this Agreement and the Novartis Third Party Code relating to the processing, collection, use, disclosure and storage of Novartis provided personal data under this Agreement.
- 11.2 The Supplier will only process Novartis provided personal data for the purpose of this Agreement and restrict access on a need to know basis and will keep it secure from unauthorized access, misuse, loss or disclosure.
- 11.3 The Supplier will ensure its affiliates, subcontractors and personnel comply with the privacy obligations of this Agreement.
- 11.4 The Supplier will immediately inform Novartis of any unauthorized use, disclosure or security breach relating to the Novartis provided personal data.
- 11.5 The Supplier will notify and cooperate with Novartis in any subject access request or investigation regarding the Novartis provided personal data.
- 11.6 The Supplier will indemnify Novartis from and against any liability, damages, costs, expenses or claims arising from any breach of this clause 10 by the Supplier or the Supplier personnel.
- 12. Liability:**
- 12.1 A party will not be liable to the other for indirect, incidental, special or consequential losses, claims or damages arising out of the Agreement.
- 12.2 Subject to clause 11.1, nothing in this Agreement will limit a party's liability for:
- (a) any category of losses which cannot be limited under applicable laws;
 - (b) for death or personal injury caused by that party's negligence;
 - (c) for breach of confidentiality or privacy or third party intellectual property infringement warranty and the related indemnities.
- 12.3 To the extent liability does not otherwise arise under clause 11.2, a party's liability arising in connection with the Services is limited to the value of the Fees payable under the Agreement.
- 12.4 A party's liability in connection with the Services (including any indemnity) will be reduced to the extent that the other party caused or contributed to the loss.
- 13. Indemnity:**
- 13.1 The Supplier agrees to indemnify Novartis against all losses, claims and damages suffered by Novartis or its affiliates as a result of a breach by the Supplier, its affiliates or personnel of this Agreement.
- 14. Termination or expiry:**

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Either party may terminate this Agreement immediately by notice in writing if the other Party:

- (a) becomes bankrupt, insolvent or cannot pay its debts when due;
- (b) materially breaches the standards and requirements set out in the Third Party Code;
- (c) materially breaches this Agreement and the breach has not been remedied within **30 days** written notice or cannot be remedied at all.

15. Additional Novartis termination rights

Novartis may immediately terminate the Agreement by written notice without compensation, in the event that the Supplier:

- (a) materially breaches the standards and requirements set out in the Third Party Code; or
- (b) materially breaches its obligations under clause 5, clause 22, and clause 23.

16. Termination for convenience:

Novartis may terminate the Services or this Agreement at its convenience with **45** days written notice to the other party. If Novartis terminates for convenience, Novartis will pay for reasonable substantiated costs that are actually incurred or are non-cancellable at the termination date up to a maximum of the Fees that would have been payable.

17. Consequences of termination or expiry:

17.1 Termination or expiry will not affect the accrued rights or liabilities of either party.

17.2 The Supplier will return all confidential information, personal data, Created Materials and Novartis resources not used in the provision of the Services, and provide copies of all reports and records.

18. Governing Law:

These Terms and Conditions and any related disputes or claims will be governed by the laws of Taiwan, without regard to its conflict of law provisions.

19. Relationship of the parties:

The parties are independent and nothing in these Terms and Conditions implies any partnership, agency, joint venture or employment relationship between the parties, their Affiliates or personnel.

20. Notices:

Any notices must be in writing and will be deemed received when delivered personally, when delivered by electronic means with proof of delivery or five business days from the date mailed, if sent by registered or certified mail.

21. Amendment:

The terms of the Agreement may not be changed without the prior written consent of parties.

22. Subcontracting:

The Supplier will not subcontract any of its obligations under this Agreement, without the prior written consent of Novartis. If the subcontractor is approved, the Supplier will include obligations which are consistent with the relevant obligations from the Agreement and conduct monitoring program of any approved subcontractors. The Supplier remains responsible for any approved subcontractor's performance under this Agreement.

23. Assignment or transfer:

Novartis may assign its rights or transfer any of its rights and obligations under the Agreement by written notice to the Supplier. A party may not otherwise assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

24. Entire agreement:

This Agreement sets out the entire agreement of the parties and supersede all prior agreements and undertakings relating to its subject matter.

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Third Party Risk Management

Novartis expects you to adhere to ethical business practices and to observe the Novartis Third Party Code and any other applicable Novartis codes, policies and guidelines.

By providing goods/services/deliverables pursuant to this Purchase Order, you hereby agree that you will:

1. comply with the Third Party Code (and any published updates) which can be viewed and downloaded from <https://www.novartis.com/esg/reporting/codes-policies-and-guidelines> (you may request a copy free of charge from Novartis);
2. 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;
3. use best endeavours 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;
4. ensure your affiliated companies and/or subcontractors/agents directly engaged in providing goods/services/deliverables in pursuance of this Purchase Order are also required to comply with all the above requirements; and
5. where required by Novartis, fully co-operate (at your own expense) with Novartis and Novartis affiliated companies and respective representatives in completing and returning, as reasonably instructed, any questionnaire relating to compliance topics including, without limitation, anti-bribery compliance, that you have received as part of Novartis Third Party Risk Management processes at any time and any updates of same ("Questionnaire for Third Parties"). You warrant and represent that the information provided in any Questionnaire for Third Parties (whether provided before or after the date of this Purchase Order, including updates to the same) is accurate and complete (and such information shall be treated as being part of the agreement between Novartis and you pursuant to this Purchase Order). For the avoidance of doubt, this subparagraph applies to you only, and not to any subcontractor engaged by you in accordance with the terms of this Purchase Order (including in accordance with the provisions of the Third Party Code).

Seven business days after the receipt of a written request from Novartis, you will allow Novartis associates (or any third party auditor nominated by Novartis) adequate access to your premises and to any documents/records relating to this Purchase Order for the purposes of auditing compliance with the above obligations.

Failure to adhere to any of the above shall entitle Novartis to terminate the agreement between you and Novartis pursuant to this Purchase Order with immediate effect and without further compensation. You confirm that you have read and understood the latest version of the Novartis Third Party Code.