

Order Terms and Conditions

"Supplier" shall be understood as being the entity to which the Order is sent for the supply of products and/or services, as referred to therein.

"Purchaser" shall be understood as being Novartis Farmacéutica, S.A. (hereinafter referred to as "Purchaser" or "NOVARTIS", without distinction), the company making the purchase.

Purchaser and Supplier shall be referred to jointly as "the Parties".

Acceptance of the terms and conditions of purchase

All the terms, conditions and specifications included in or attached to Supplier's offer, as well as the correspondence related thereto, to which no specific reference is made in the Order, shall be understood as being rejected by NOVARTIS and shall be ineffective. Supplier's General Terms and Conditions of Sale, which are expressly waived by virtue of the acceptance of the Order, are also rendered null and void.

Terms of payment, form of payment and invoicing terms and conditions

-Form and means of payment: as indicated in the Order. In case the payment term is not indicated, it will be 60 days.

-Invoicing terms and conditions. All invoices must include the requisites provided in current applicable legislation. Supplier is under the obligation to include the Order number on the invoice. Should it fail to do so, NOVARTIS shall return the invoice to Supplier.

-Payment date. Payments shall be made on the 18th day of the month or, if said day is not a business day, on the following business day.

- Supplier shall submit invoices aligned with the Novartis Purchase Order structure, Upon Novartis request, within 30 days, Supplier shall establish an electronic supplier account through which Supplier will receive Purchase Order, submit invoices and any other relevant documents, Novartis will not pay any invoice unless the Supplier has submitted the invoice electronically through the network.

Documents

Supplier hereby undertakes to keep the originals of all the documents related to the service and/or products covered in the Order for a minimum term of seven (7) years unless NOVARTIS were to specify a longer term, where said term will begin on the date of delivery of the supply of the materials and/or services. In whatsoever case and in said term, Supplier hereby undertakes to provide NOVARTIS with the aforementioned documents in a term of no more than three (3) working days.

Inspection and audit

NOVARTIS and its authorized representatives may inspect the material and/or the development of the services during the manufacturing process or the provision of the services, respectively, on Supplier's premises, where Supplier shall do everything necessary for said inspections.

The inspection and acceptance of the material and/or

service shall not release Supplier from its guarantees and responsibilities for supplying the material and/or providing the service in accordance with specifications.

Transfer

Supplier may not transfer the Order or any of the rights and obligations arising from these terms and conditions, without prior approval in writing from NOVARTIS.

Subcontracting

Supplier may not partially or fully subcontract the execution of the Order without prior approval in writing from NOVARTIS.

Should subcontracting be expressly authorized, Supplier shall be fully responsible for the supply or provision of the service and shall respond before NOVARTIS for whatsoever breach.

Cancellation

NOVARTIS may cancel or modify the Order at any time by simply serving supplier with written notice. Upon receipt of said notice, Supplier shall stop all work related to the Order and, where applicable, issue an invoice for the services and/or products effectively provided and/or delivered to NOVARTIS

Force majeure

As a general rule, neither of the Parties may lodge any claims for responsibility or liability against the other Party for full or partial breach of the obligations assumed when said breach is due to Force Majeure.

The Party affected by the cause of Force Majeure shall notify the other Party of the event as soon as possible and shall make every effort to take all measures in its power to reduce the negative or damaging effects thereof in fulfilment of its obligations. Should either party's fulfilment of its obligations as per this Order be delayed or rendered impossible by causes of Force Majeure, the affected Party shall notify the other Party by registered fax as soon as possible, and, in whatsoever case, in a term of no more than 48 hours after the cause of Force Majeure has occurred or as from the moment when the Party becomes aware thereof, as applicable, providing details of the causes of said Force Majeure in writing, together with the time it is expected to last and indicating the obligations pending execution that have been or may be delayed or rendered impossible.

In the term of 10 days after notice of the Force Majeure, as provided in the foregoing paragraph, the Party that has declared said Force majeure should notify the other Party, explaining the causes and the time it is expected to last. Furthermore, where possible, said Party shall propose the measures considered appropriate to mitigate the effects of the Force Majeure, provided it does not affect any duties to confidentiality of the Party declaring Force Majeure.

If the situation of Force Majeure that affects all or a considerable part of the obligations of one of the Parties persists continuously for a period of more than two (2) months, the Party not affected shall be entitled to cancel the Order with no responsibility towards the other Party, serving notice thereof fifteen (15) days in advance.

Delivery Terms and Conditions

NOVARTIS shall indicate the delivery terms and



conditions on each Order. The delivery shall be made in accordance with the indications provided on the order and carriage paid, unless agreed otherwise.

NOVARTIS may, in a reasonable manner and with prior notice, change the delivery terms and conditions that appear on the order.

Whatsoever incident preventing the delivery of the agreed quantities in the terms provided on the Order shall be reported to NOVARTIS immediately.

Packaging, identification and shipment

All materials are to be appropriately packaged and identified by Supplier in such a way that they can be transported and stored in absolute safety.

Accordingly, Supplier shall apply all appropriate measures of protection to keep the product safe, packing it with weatherproof materials.

All the requested products are to be identified on their packaging in a perfectly legible manner, indicating at least the quantity, product and destination, and all additional information as specified on the Order and/or which may be necessary for compliance with current legislation.

Nondisclosure

Supplier shall maintain strict secrecy over all the information provided to it by NOVARTIS verbally or in writing and shall use it only to serve the order or to comply with the services under contract even though said information does not bear whatsoever seal or sign that identifies it as confidential.

This duty to nondisclosure covers all knowledge acquired by virtue of the confidential information.

The duty to nondisclosure and the limited use of the corresponding information shall not apply to confidential information which, as must be accredited by Supplier in a certified and reliable manner:

- a) Is already part of the public domain when notified by NOVARTIS to Supplier.
- b) Following notification thereof by NOVARTIS to Supplier, becomes part of the public domain due to reasons other than breach of Supplier's duty to nondisclosure.
- c) Is already in Supplier's legal possession prior to the disclosure thereof by NOVARTIS, where it has not been directly or indirectly obtained previously from the latter.
- d) After disclosure thereof by NOVARTIS, has been legally notified to Supplier by whatsoever third party that has not acquired said confidential information directly or indirectly from NOVARTIS or which, in said case, is expressly authorized to disclose said information.

In whatsoever case, the content of the Orders, delivery plans and manufacturing or service provision schedules that are notified to Supplier shall be considered as confidential, by way of example but not limited thereto, where Supplier shall undertake to maintain said information in secrecy, not only in respect of third parties but also among its own personnel, provided they do not need to access the information as part of their duties in the company.

Supplier may not use the logos, distinguishing signs and marks owned by NOVARTIS and may not refer to

NOVARTIS as a customer unless it has obtained the prior and express consent thereof.

Taxes and duties

Each party shall assume the payment of whatsoever taxes, duties, charges and licenses required in current legislation for the purpose of the Order.

Staff

All members of staff assigned by Supplier to the duties related to this Order shall depend, for work and functional matters, on Supplier, who hereby assumes all the corresponding obligations as the employer and, in particular, undertakes to pay the salaries and social security contributions in accordance with current applicable legal provisions and to strictly comply with health and safety legislation on the activities that are to be carried out.

For the intents and purposes of Article 42 of the Workers' Statute, Supplier must provide NOVARTIS, at any time when so required by NOVARTIS with photocopies of the documents that certify the fulfilment of Social Security obligations related to the employees providing services for NOVARTIS.

Tax and Social Security Certificate

At the NOVARTIS's request, Supplier shall provide a certificate issued by the Spanish Tax Authorities accrediting the fact that during the twelve months prior to the date of issue thereof Supplier is up-to-date with its tax obligations. If, after one (1) year from the date of the certificate, and if the service covered in the Order remains valid, at any time when so required by NOVARTIS, Supplier shall provide to NOVARTIS with a new valid certificate.

Additionally, pursuant to Article 42.1 of the Workers' Statute, at the NOVARTIS's request, Supplier shall provide a certificate issued by the Social Security Management Entity, which proves that the Supplier is up-to-date with payments of Social Security contributions.

If the mentioned certificates prove debts or arrears of contributions due, NOVARTIS will be entitled to cancel the Order with Supplier according to the conditions set out in paragraph "Cancellation".

Intellectual and industrial property rights

The ownership of the documents, projects and reports, where applicable, drawn up by Supplier based on the Order, shall correspond exclusively to NOVARTIS and, therefore, Supplier must comply with any requests made by NOVARTIS in relation to said Information at all times.

Supplier hereby acknowledges that all the intellectual and industrial property rights, including know-how, arising from this Order or from its commercial relationship with NOVARTIS shall be the exclusive property of NOVARTIS and may be used by NOVARTIS for whatsoever purpose and without limitation. This conveyance of intellectual and/or industrial property rights shall not confer any rights for

remuneration for Supplier further to that provided on the Order.

Should the products or services provided by Supplier involve the full or partial use or benefit of whatsoever intellectual property rights belonging to Third Parties, Supplier shall hold the rights required for the use and non-controversial benefit of the aforementioned intellectual property rights by NOVARTIS and must release NOVARTIS from whatsoever liability in the event of whatsoever third-party claim.

Guarantees, liabilities and insurance

Supplier is liable for any damages caused to third parties or items during the provision of the services and/or products covered by the Order that are attributable thereto, where he shall repair or provide indemnification for any damages caused and where NOVARTIS may not be held liable in whatsoever way.

Fulfilment of the Code of Good Practices of the Pharmaceutical Industry

In all the services it may offer and provide for Novartis, Supplier hereby undertakes to comply with the provisions of the Farmaindustria "Spanish Code of Good Practices for of the Pharmaceutical Industry" in force at any given time.

In addition, in the context of prevention in front of the health crisis of COVID-19, Supplier undertakes to dispose of all proper protection means and to take all prevention and security measures to comply with hygienic and sanitary rules set forth by Farmaindustria. Supplier will also respect the rules and instructions of public authorities in the case the product or service implies holding a face-to-face event/congress/working day.

Notices

All notices or communications to be made by either Party to the other by virtue of this Order or related thereto shall be made in writing, signed by the Party serving the notice or for and on the behalf thereof and sent to the address provided on the Order.

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, Third Party shall:

- comply with the Third Party Code (and any published updates) which can be viewed and downloaded from <https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines> (you may request a copy free of charge from Novartis);

- having regard to Section 10.7 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 Third Party Affiliates and/or subcontractors/agents of Third Party and its Affiliates have been pre-approved by Novartis (in accordance with this Agreement) to provide the goods/services/deliverables that such third parties also comply with the above requirements relating to the Third Party Code.

Third Party acknowledges and agrees that the Third Party Code forms an integral part of this Agreement.

Data Privacy

1. The representatives of the parties, or if they hire a natural person in their own name and representation, acknowledge being informed that the personal data reflected in the Contract are processed by the other parties for the purposes of maintenance, compliance, development, control and management of the contractual relationship.

2. In accordance with what is established in the current legal regulations, the Controller of the provider's data is the company of the corresponding Novartis Group. The list of companies is: Novartis Farmacéutica, S.A., located at Gran Vía de les Corts Catalanes, nº 764, Cp 08013, Barcelona; Sandoz Farmacéutica, S.A., and Bexal Farmacéutica, S.A., both located at Centro Empresarial Parque Norte, Edificio Roble, calle Serrano Galvache, nº 56, Cp 28033, Madrid; Alcon Cusí, S.A., located at Camil Fabra, nº 58, Cp 08320, Barcelona; Sandoz Industrial Products, S.A., located at carretera Granollers-Cardedeu km 4.3, Cp 08520, Les Franqueses del Vallés.

The main purposes of using the data are: managing our suppliers and service providers throughout the supply chain; supervise activities in our facilities, including compliance with applicable policies as well as hygiene and safety standards implemented; any other purpose that the law and the authorities impose.

We will process your personal data if: we have previously obtained your consent; the processing is necessary to comply with the contractual obligations that we have acquired with you or to adopt pre-contractual measures if requested; the processing is necessary to comply with our legal or regulatory obligations; or the processing is necessary for our legitimate interests and does not unduly affect their interests or fundamental rights and freedoms.

Data will not be provided to third parties except for legal and/or contractual obligations. Likewise, we inform you that it will be possible, in accordance with the provisions of current legal regulations, to use providers that provide services to us, which may be inside or even outside the European Union, even in countries without a comparable level of protection. Among the guarantees to carry it out are, for example, binding corporate rules, and through standard contractual clauses of the European Commission. You can access, rectify and delete the data, as well as other rights, as explained in the General Privacy Statement.

The additional and detailed information is included in our Privacy Annex for Orders, which you will find below the link with it.

3. In the event that a service with access to personal data is performed by the provider, the provisions set forth below will be applied. The nature, purpose, types of personal data and interested parties made by the Supplier are established in the order description.

4. The supplier also accepts the rest of the general data protection conditions for Orders required by the regulations contained in the Privacy Annex for Purchase Orders at <https://www.novartis.es/sites/www.novartis.es/files/dpa-agreement-purchasev2.pdf>

Electronic signature

The conditions applicable to the relationship between NOVARTIS and the supplier will be formalized in a contract. The signing of the contract can be done by handwritten signature or digital signature, through DocuSign or any other tool available at Novartis for electronic signatures.

Governing law and jurisdiction

The terms and conditions of this Order shall be governed by and interpreted in all regards in accordance with Spanish law. For the resolution of whatsoever litigation arising from the execution and/or interpretation of the provisions of this Order, Supplier and NOVARTIS hereby expressly submit to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

Compliance with the Law

In exercising its rights and performing its obligations under this Agreement, the Third Party will:

- (a.) not promise, offer, pay, cause to pay, accept payment or induce payment or take any action that could be considered a bribe;
- (b.) 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);
- (c.) comply with industry standards;

- (d.) comply with all policies and guidelines provided to it by Novartis in relation to the Third Party's activities under this Agreement 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 Third Party's activities under this Agreement, Novartis will provide the Third Party with a copy and the Third Party will duly comply with such guidelines and policies thereafter. The Third Party hereby confirms that it has read and understood the above mentioned Novartis' policies and guidelines; and
- (e.) Perform its obligations under this Agreement with high ethical and moral business and personal integrity standards.

The Third Party's breach of any obligation set forth in this section 1 or 2 shall constitute a material breach of this Agreement, and Novartis shall have the right to terminate this Agreement.

Structural Changes

The Third Party warrants and represents that the information provided in the "Questionnaire for Third Parties" completed before entering this Agreement is accurate and complete (and such information shall be treated as being part of this Agreement). The Third Party will inform Novartis in writing of: (i) any material change to the information provided with the Questionnaire for Third Parties; and (ii) of any Material Change in the Structure of the Third Party¹, in both cases as soon as reasonably practicable after the relevant change occurs. For the purpose of this Section 5, a Material Change to the Structure of the Third Party means:

- (a) **Change in ownership/control:** the Third Party or any person who Controls the Third Party 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 Third Party:** there is a change to the membership of the executive body of the Third Party. For example, a change to the executive management of the Third Party (e.g., CEO, N-1 to CEO).

¹ The recommended definition to use for 'Material Change in the Structure of the Third Party' is contained in the glossary to the

TPG subject to the usage guide principles at the beginning of Annex 4 Sample Clauses of the Third Party ABP Guideline.