NOVARTIS | Reimagining Medicine

General Terms and Conditions

SAUDI ARABIA

These General Terms and Conditions are to be read in conjunction with the Purchase Order between the Novartis company identified in the Purchase Order (hereinafter referred to as "**Novartis**") and the supplier identified in the Purchase Order (hereinafter referred to as "**Supplier**") and shall unless superseded by a separate agreement executed between the Parties, govern the relationship to the entire exclusion of the Supplier's terms or conditions. Novartis and the Supplier are each referred to individually as a Party and collectively as the Parties.

1. Definitions

"**Affiliate**" shall mean any business entity which controls, is controlled by or is under common control of Novartis. For the purpose of this Agreement a business entity shall be deemed to "**control**" another business if it (a) possesses, directly or indirectly, the power to direct the management or policies of the business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance or (b) to own, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such business entity or (c) in the case of a partnership, control of the general partner.
"**Agreement**" shall mean these General Terms and Conditions, the PO, any SOW, any and all schedules to the Purchase Order.
"**Losses**" means all and any losses, liabilities, claims, demands, causes of action, judgements, damages, fines, suits, actions, costs (including the costs of any enforcement action), expenses, including interest, penalties, reasonable professional fees, and reasonable lawyers' fees on an attorney/solicitor client basis together with disbursements.
"**Products**" shall mean all items, goods, materials, merchandise and any other products (including without limitation, computer software), data, as stipulated in the Purchase Order, which are supplied, delivered, or otherwise made available or to be supplied, delivered or made available, to Novartis by the Supplier.
"**Purchase Order**" or "**PO**" shall mean the written confirmation by Novartis of a quotation, proposal, or offer sent from Supplier.
"**Services**" shall mean all services as stipulated in the Purchase Order or a detailed Statement of Work (if applicable), which are offered, provided, or to be provided to Novartis.
"**Statement of Work**" or "**SOW**" shall mean a detailed statement of work, work order, or task order which shall include a breakdown of all fees and costs applicable to the Services and Products being offered and a relevant payment schedule. A SOW shall form part of a separate Agreement executed between the Parties.

2 Appointment

2.1 The Supplier will perform those Services as may from time to time be assigned to the Supplier by Novartis, as specified in the PO. The Services shall be performed at the times and locations mutually agreed between the Parties to this Agreement.

3 Payment and Invoicing

3.1 In consideration of the Services performed, or the Products purchased, pursuant to this Agreement, the Supplier shall submit to Novartis a detailed invoice for the fee payable as specified in the PO. Any applicable value added tax shall be shown separately. The Supplier shall be responsible for ensuring that all invoicing occurs in a prompt and timely manner as agreed between the Parties. Novartis shall pay all undisputed invoices in accordance with the terms of the Agreement.

3.2 Payment will be made upon receipt of the invoice(s) by Novartis in accordance with the terms of the Agreement. After completing the Services or providing the Products, invoice(s) can either be sent in original hard copy to Novartis's headquarters indicated below or mailed to sa03.nphs@novartis.com stating "Novartis Regional Headquarters Company – Ref: PO Number in the subject field. The correct Novartis entity must be addressed in the invoice:

Novartis Regional Headquarters Company
Salem Bin Abi Bakr Sheikhan, 7892
um Al-Hamam Al-Gharbi District, 2274
12329 Riyadh, Saudi Arabia

3.3 Each invoice must be accompanied by all original expense receipts or other proof of payment for which reimbursement is requested. If the invoice does not meet any of the requirements set out in the Agreement, Novartis will return the invoice to the Service Provider and will not proceed with payment.

The invoice will be returned in case of any of the below scenarios:

- Invoice image / text / receipts / payment proofs are not clear;
- Novartis entity's address is incomplete/ incorrect;
- Service Provider's address not stated;
- Service Provider's bank details not stated (if applicable);
- Invoice date not mentioned;
- Invoice amount\total not mentioned;
- PO number not mentioned/Incorrect PO number mentioned;
- The invoice is not a valid invoice (e.g., it is a pro forma invoice / statement of account / documents which are not claimed as invoice or credit note);
- The contact person at Novartis or any other person designated by Novartis is not mentioned in the invoice;
- PO currency is not same as invoice currency;
- The invoice does not indicate the currency;
- The invoice that does not comply to the tax regulation requirements (e.g. VAT number of the Service Provider, VAT rate, VAT amount etc., Net amount, Gross amount etc.);
- Detailed description and breakdown of the Services or Products and the date(s) of completion of the Services or provision of the Products (as applicable) not indicated in the invoice.

3.4 The invoice shall show all fees and costs, exclusive of value added tax, but inclusive of other costs such as administration costs. Increases to the fees and costs shall only occur if mutually agreed in writing by both Parties. No quotation, proposal, or offer shall be considered to be accepted by Novartis until it is accompanied by an official and duly executed Novartis Purchase Order which bears an official Novartis purchase order number, except in cases where additional or variant services are required and such services relate to an official and executed Novartis Purchase Order.

3.5 No out of pocket expenses incurred by Supplier or Supplier's employees in performing the Services or providing the Products shall be reimbursed by Novartis unless this has been specifically agreed upon. Where reimbursement is agreed, such out of pocket expenses must be reasonable and validly incurred by the Supplier's employees in performing the Services or providing the Products and demonstrated by receipts or other evidence of actual payment. Novartis shall not in any event be obliged to reimburse expenses which are more than the limits specifically agreed upon. All such expenses shall be as charged to the Supplier and should be detailed in the invoice, as provided above.

4 Performance of the Services and Provision of Products

4.1 Where applicable:

a) The Supplier shall provide the Services in accordance with the standards of care and skill to be reasonably expected of an expert competent in the field of providing services of the general nature of the Services; and / or
b) The Supplier shall ensure that the Products are of a satisfactory quality and are fit for the purpose for which Novartis has purchased them. In considering the foregoing, the Products will be of satisfactory quality if they they meet the standard that an expert

would regard as satisfactory, taking account of any description of the goods, the price (if relevant), technical specifications, and all the other relevant circumstances.

4.2 The Supplier agrees to correct, free of charge, any errors in the Supplier's work or in the Products which are not due to any error, act or omission of Novartis and which either become apparent to the Supplier or which are notified to the Supplier in writing by Novartis.

4.3 Subject to agreement with Novartis, the Supplier may not sub-contract the Services.

4.4 The Supplier will perform the Services at such locations identified in the PO, unless requested otherwise by Novartis.

4.5 The Supplier shall ensure that all personnel performing the Services ("**Staff**") possess the necessary qualifications, knowledge and experience. If at any time, Novartis believes in its reasonable opinion that the Staff are unsuitable to perform the Services, the Supplier shall at the request of Novartis and within a reasonable time, replace such Staff with suitable personnel.

4.6 The Supplier shall take all reasonable steps to comply with any requests from Novartis to amend or halt any plans or to reject or cancel any work in the process of preparation. Novartis will be responsible for any charges properly incurred by Supplier in line with and at the appropriate time as required, prior to, or because of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt, the Supplier shall be obliged to mitigate its losses always and Novartis shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.

4.7. Novartis shall have the right to reject goods and Products with apparent defects within 30 days of acceptance at agreed location and goods or Products with hidden defects within 30 days of their discovery. Equally, the Supplier shall bear any and all costs resulting from poor quality of the goods or Products delivered (including but not limited to return, disposal, transportation of new goods, repackaging, etc.).

5 Indemnification and Insurance

5.1 In addition to any other remedy available to the Parties, each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and its and their respective officers, directors, partners, shareholders, employees and agents from and against any and all Losses incurred by them to the extent resulting from or arising out of or in connection with: (a) any breach of any obligation in this Agreement by the other Party, and (b) the enforcement of a Party's rights under this Article 5, except to the extent such Losses arise as a result of the negligence, fraud, wilful misconduct or wrongful act of the indemnified party, its Affiliates or its or their respective officers, directors, partners, shareholders, employees or agents.

5.2 The Supplier shall keep and maintain during the term of this Agreement insurance coverage of the types and in the amounts typically carried by providers of services like the Services, or producers of products like the Products, in Supplier's field of business and provided by insurance companies of good repute.

6 Confidentiality

6.1 The Supplier shall at all times while this Agreement remains in force and for 10 years thereafter keep confidential any and all commercial and technical information relating to any of Novartis' existing or planned products, businesses, research and/or development activities, customers and suppliers and/or any subsidiary or associated company of Novartis and all other information relating to Novartis and/or any subsidiary or associated company of Novartis and/or to any of the activities or financial affairs of Novartis or any such subsidiary or associated company which the Supplier may acquire or to which it may have access to during or by virtue of this consultancy and any information generated in connection with the consultancy (the

"**Confidential Information**"). The Confidential Information shall be used by the Supplier for the sole purpose of providing the Services and shall not at any time while this Agreement is in force or thereafter be disclosed by the Supplier to any third party without the prior written consent of Novartis. All Confidential Information shall remain at all times the property of Novartis.

6.2 All Confidential Information and any other information in whatever form or medium supplied by Novartis to the Supplier shall be delivered immediately to Novartis upon demand at any time while this Agreement remains in force or thereafter.

6.3 Novartis acknowledges that as part of its business activities the Supplier may wish to provide, procure or carry out or procure the carrying out for a third party, of any services which relate to or are concerned with the development, manufacture, marketing, promotion or sale of any product which is either the same as, similar to, competitive with or which performs the same functionality in the same manner or in the same therapy area as any Novartis products, or any part of a Novartis product, to which the Services relate ("**Conflicting Services**"). The Supplier will notify Novartis prior to agreeing to carry out any Conflicting Services, and Novartis shall not unreasonably withhold its consent to the Supplier carrying out a Conflicting Service, provided that the Supplier can demonstrate that it has the relevant capacity and business processes and procedures in place in order to fully protect Novartis's Confidential Information when dealing with any such Conflicting Services. The Parties agree that the Supplier will not perform a Conflicting Service if Novartis does not, acting reasonably, grant the permission sought.

7 Intellectual Property ("IP")

7.1 All designs, development, ideas, discoveries, inventions and information having possible application in any business of Novartis or any of its subsidiary or associated companies designed, developed, discovered, invented, produced or originated in the course of or as a result of the provision of the Services by the Supplier shall be disclosed to Novartis and shall be the sole and absolute property of Novartis to deal with as Novartis deems to be appropriate. All such designs, developments, ideas, discoveries, inventions and information shall be part of the Confidential Information. In the event Novartis decides, at its discretion, to seek patent, copyright or other protection (whether in the jurisdiction in which the Services or Products are to be provided or elsewhere) in relation to any of the same, the Supplier shall co-operate fully with Novartis in the filing of any necessary applications, and in otherwise applying for, obtaining or maintaining patent, copyright or other protection subject to Novartis bearing all necessary costs and expenses in relation thereto.

7.2 The Supplier will observe all copyright in written material, including computer software, belonging to Novartis or any third party, and the Supplier will not make any unauthorised copies of such material or software.

7.3 The Supplier will fully indemnify and hold harmless Novartis against any claim for infringement of Letters Patent, Registered Designs, Trade Marks, or Copyright arising from the use by Novartis of the Services or the Products supplied by the Supplier and against all costs and damages which Novartis may incur in any action for such infringement or for which Novartis may become liable in any such action.

7.4 Each Party acknowledges that the other party owns certain inventions, processes, know-how, trade secrets, improvements and other IP which have been independently developed by each Party and which relate to that Party's business or operations. It is acknowledged by the IP owned by either Party on the date of this Agreement will remain the exclusive property of the owning party. The Supplier grants Novartis and its Affiliates and their suppliers, employees, contractors, agents and advisors a non-exclusive, royalty free, worldwide perpetual licence to use such pre-existing IP of the Supplier as is necessary to make use of the Services or anything arising therefrom for Novartis's or its Affiliates' business purposes.

8 Relationship of the Parties

The relationship of the Parties under this Agreement is that of independent contractors. The Supplier will not make any purchase or incur any liability on behalf of Novartis nor in any way bind Novartis nor do anything likely to cause the Supplier to be taken by third parties as acting as an agent of Novartis except with Novartis's specific prior written authorisation.

9 Termination

9.1 This Agreement will continue until completion of the Services or provision of the Products, subject to earlier termination as specified herein. Novartis may at any time give the Supplier 30 days written notice of termination of this Agreement in which case Supplier shall take all reasonable steps to amend or halt any plans or to reject or cancel any work in the process of preparation. Novartis will be responsible for any charges properly incurred by Supplier in accordance with the agreed timelines for the provision of the Services, prior to, or as a result of, the cancellation or amendment and which cannot be reasonably recovered by the Supplier. For the avoidance of doubt the Supplier shall be obliged to mitigate its losses at all times and Novartis shall not be liable to pay any part of the fee in respect of the period after the cancellation or amendment.

9.2 Novartis may terminate this Agreement immediately by notice in writing if the Supplier:

9.2.1 Commits any breach of any terms of this Agreement or of any of the policies, rules and regulations referred to herein, including but not limited to Novartis's Third Party Code; or

9.2.2 By its officers, employees, or agents, engages in (i) any misconduct and/or (ii) other conduct calculated to be prejudicial to Novartis's interests or to the efficient performance of the Services or safe and liable provision of the Products; or

9.2.3 Neglects, fails, refuses or is unable to perform all Services or provide all Products referred to in the Agreement to the standards reasonably required by Novartis; or

9.2.4 Becomes insolvent or makes an arrangement with its creditors or has a liquidator or a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction).

9.3 Upon termination of this Agreement, the Supplier shall immediately deliver up to Novartis all copies of, and other embodiments of, any of the Confidential Information and all other correspondence, documents, specifications, and any other property belonging to Novartis which may be in its possession.

10 Data Protection

10.1 Where the Supplier processes personal data on behalf of Novartis for the purposes of this Agreement, the Supplier will be a data processor. The Supplier warrants to Novartis that it:

10.1.1 Will process such personal data only on behalf of Novartis for the purposes of performing this Agreement or in accordance with Novartis's instructions from time to time;

10.1.2 Will not appoint any sub-data processors without the prior written consent of Novartis and in any event only such sub-data processors may only be engaged on terms providing equivalent rights to Novartis against the sub-data processors and equivalent protections in relation to the personal data to those set out in this Agreement;

10.1.3 Will take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or

destruction of, or damage to, personal data including without limitation any security provisions which are advised to the Supplier by Novartis;

10.1.4 Will ensure that those employees who have access to personal data in providing the Services have undergone reasonable levels of training on data protection;

10.1.5 Will not disclose any personal data to any third party without the prior written consent of Novartis; and

10.1.6 Will not process such personal data outside the State of Qatar without the prior written consent of Novartis and then subject to any reasonable additional restrictions set by Novartis.

10.2 The Supplier agrees, and will procure that any sub-data processor agrees, that Novartis or its agents may at any time after giving reasonable notice require such reasonable rights of access and audit as may be required to assess the Supplier's or sub-data processor's compliance with Clause 10.

10.3 In the event of any unauthorized or accidental access to or use or disclosure of any personal data for which Novartis is the data controller, or the Supplier having reasonable belief that any such access, use or disclosure has occurred, Supplier shall (1) notify Novartis immediately providing reasonable detail of the impact on Novartis of the access, use and disclosure and the corrective action taken or to be taken and (2) will take any action required by applicable law pertaining to such access, use or disclosure.

10.4 The Supplier shall indemnify Novartis against any fines, loss, or damage which Novartis may sustain or incur as a result of any breach by the Supplier of the provisions of this Clause 10.
10.5 Ownership in the personal data referred to in this Clause 10, and in the underlying intellectual property rights for such data, will remain with Novartis and/or its licensors.

11 Notice

11.1 Any notice required by this Agreement to be given to either Party shall be in writing and shall be served by sending the same by registered post or courier to the address of the other party stated in this Agreement or such other address as may from time to time have been notified by a notice given in accordance with this Clause 11.

11.2 Any notice given in accordance with Clause 11.1 which is not returned to the sender as undelivered shall be deemed to have been given on the second day after the envelope containing the same was posted, or on the same day as the email, facsimile, or other form of electronic message was sent, as the case may be.

12 Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Dubai International Financial Centre ("**DIFC**"). Any dispute arising in connection with this Agreement, including its validity, interpretation and execution shall be referred to the exclusive jurisdiction of the DIFC Courts.

13 Amendment or Variation

Any amendment or variation to this Agreement must be made in writing and signed by both Parties.

14 Warranties

14.1 Novartis shall be relying upon the Supplier's skill, expertise and experience in providing the Services or the Products, the accuracy of all representations and statements made and advise given by the Supplier in connection with the service provision.

14.2 The Supplier represents and warrants that:

14.2.1 It declares that it does not have any financial interest in Novartis; any immediate relatives or close friends with a financial interest in Novartis; any personal bias or inclination which would in any way affect their decisions in relation to Novartis and it does not have any personal obligation, allegiance, or loyalty which would in any way affect its decisions in relation to Novartis;

14.2.2 It undertakes to make a further declaration detailing any conflict, potential conflict, or apparent conflict which may arise during the contract period. It agrees to abstain from any decision where such a conflict arises;

14.2.3 It has full capacity and authority to enter into this Agreement and to supply Services on the terms herein provided;

14.2.4 The provision and/or use of the Services will not in any way constitute and infringement or other violation of any Intellectual Property rights of any third party; and

14.2.5 In all countries where the Services are provided or made available, it shall comply with all applicable laws and relevant regulations and it shall obtain and maintain at its own cost all necessary licences, consents, and permits required for it to perform the Services.

15 Use of Name

The Supplier shall not mention or otherwise use the name, insignia, symbol, trademark, trade name, or logotype of Novartis or any of its Affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of Novartis any such consent must be given for each occurrence.

16 Assignment

This Agreement and any obligations hereunder may be assigned or transferred by Novartis to an Affiliate.

17 Validity

Should any of these General Terms and Conditions become void or are otherwise unenforceable for any reason, the validity of the remaining provisions, and of the provision in question to the extent that it is not void or otherwise unenforceable, shall not be affected thereby and the Parties shall use their best endeavours to replace the provision which is void / unenforceable with a provision of similar effect.

18 Third Party Risk Management

Novartis expects the supplier 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 Products / Services / or other deliverables pursuant to this Agreement, the supplier hereby agrees that it will:

a) 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 (the Supplier may request a copy free of charge from Novartis);
b) 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;
c) 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;
d) ensure Supplier's affiliated companies and / or subcontractors / agents which are directly engaged in providing Products / Services / or other deliverables pursuant to this Agreement are also required to comply with all the above requirements; and
e) where required by Novartis, fully co-operate (at Supplier's own expense) with Novartis and Novartis's Affiliates and respective representatives in completing and returning, as reasonably instructed, any questionnaire relating to compliance topics including, without limitation, anti-bribery compliance, that supplier has received as part of Novartis's Third Party Risk Management processes at any time and any updates of same ("**Questionnaire for Third Parties**"). The Supplier warrants and represents that the information provided in any Questionnaire for Third Parties (whether provided before or after the date of this Agreement, including updates to the same) is accurate and complete (and such information shall be treated as being part of this Agreement between Novartis and the Supplier). For the avoidance of doubt, this subparagraph applies to the Supplier only, and not to any subcontractor engaged by the Supplier in accordance with the terms of this Agreement (including in accordance with the provisions of the Third Party Code).

Seven business days after the receipt of a written request from Novartis, the Supplier will allow Novartis associates (or any third party auditor nominated by Novartis) adequate access to the Supplier's premises and to any documents / records relating to this Agreement 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 with immediate effect and without further compensation to the Supplier. The Supplier confirms that it has read and understood the latest version of the Novartis Third Party Code.

19 Policies

The Supplier shall adhere to all policies, procedures, regulations, and rules which are applicable on the public website of Novartis to which the Supplier may have access whilst providing the Services.

20 Binding Effect

This Agreement becomes a final and binding agreement upon the Parties on receipt of the PO, unless the Supplier sends a written notification of rejection of the PO to Novartis within 24 hours after receipt of the PO. Any alterations, modifications or additions made to this Agreement will be deemed of no effect unless expressly accepted in writing and signed by a Novartis Representative.

21 Superseding Clause

Any inconsistency, ambiguity or conflict between: (1) the Suppliers quotation, proposal or offer; or (2) the General Terms and Conditions; or (3) any SOW; (4) a separate agreement; or (5) the PO, shall be resolved in the following order of precedence (with (i) having the highest priority): (i) separate agreement; (ii) SOW; (iii) the PO; (iv) the General Terms and Conditions; and (v) the Supplier's quotation, proposal, or offer.

22 Purchase Order

This Purchase Order is digitally approved as per Novartis approval's guidelines, hence it is valid without any signature.