

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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 Farma - Produtos Farmacêuticos, 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".

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

Unless any other payment conditions have been agreed, the normal payment deadline is 60 (sixty) days, from the date of delivery of the invoice to NOVARTIS, and always that is if there are no complaints about the reception of the goods/services.

The Purchase Order ("Purchase Order" or "PO") was issued by Novartis Farma - Produtos Farmacêuticos, S.A. The terms and conditions mentioned in this Purchase Order are considered to be accepted if they have not been refused, in a written form, by 2 (two) working days after the delivery of the Purchase Order. Bearing in mind this Purchase Order, the Supplier undertakes to strictly accomplish its obligations, namely in respects to price, date, and delivery place of the respective supply.

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.

Form and means of payment: as indicated in the Order. In case the payment term is not indicated, it will be 60 days. goods/services. Invoicing terms and conditions, and all invoices must include the requisites provided in current applicable legislation. Supplier is under the obligation to include the Order number or service requester on the invoice. Should it fail to do so, NOVARTIS shall return the invoice to Supplier.

Invoicing

All invoices and similar documents shall be sent exclusively to NOVARTIS offices (invoices.portugal@novartis.com), at Avenida Professor Doutor Cavaco Silva, n.º 10E – Taguspark-2740-255 Porto Salvo, Portugal.

In case of any doubt or additional clarifications in which matters to the obligations of the Purchase Order, the Supplier shall contact by e-mail the PO owner/Receiver. This Purchase Order is covered by the Portuguese Law, and the Courts of the judicial district of Sintra are competent to solve any judicial question that may occur in the scope of this Purchase Order.

Supplier shall submit invoices aligned with the Novartis Purchase Order structure and relevant documents. Novartis will not pay any invoice unless the Supplier has submitted the invoice.

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.

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 24 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 shall 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.

Cancellation

NOVARTIS can cancel this Purchase Order at any time (totally or partially), by informing the Supplier in writing; and will reimburse the Supplier for costs already incurred until the date of the cancellation. Any costs related to profit, losses or selling objectives cannot be allocated to NOVARTIS. All costs must be supported by specific documentation

Reception of Goods and/or Services

All goods or services delivered under the Purchase Order will be submitted to a verification process, in order to conclude if the referred goods and services were delivered according to the order of NOVARTIS, and that they have not defects of production, transportation and storage, or have been incorrectly handled. The payment of invoices issued to the supply of goods and services that shall be considered as "non compliant", will be postponed until the compliant process is completed. If ,after the inspection anything has been identified as non compliant (totally or partially) with our specifications, or if the goods or services have any defect or damage, NOVARTIS reserves the right to debit the Supplier the costs of resolution.

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.

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.

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.

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

Confidentiality - 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.

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.

NOVARTIS SUPPLIER CODE:

Novartis promotes the societal and environmental values of the United Nations Global Compact to its external suppliers and uses its influence where possible to encourage their adoption. Third Party shall:

- (a) comply with the Novartis Supplier 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>
- (b) to rectify identified non-compliances with the Novartis Supplier Code (where capable of remedy) and report remediation progress to Novartis on request;
- (c) 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 Novartis Supplier Code.

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.
- (e.) Perform its obligations under this Agreement with high ethical and moral business and personal integrity standards.

The Third Party's failure to comply with any obligation set forth in this section will constitute a material breach of this Agreement, and Novartis will have the right to terminate this Agreement.