

ACCEPTANCE OF THE ORDER: This Purchase Order shall become null and void upon the objection of the Supplier to the Purchase Order. Any Purchase Order not confirmed within 2 days shall be deemed to have been confirmed.

ACCEPTANCE OF THE PRODUCT/SERVICE: The decision on whether the goods/service subject to the order complies with the quality requirements and specifications shall be taken by the competent authorities of NOVARTIS. Any product rejected by NOVARTIS shall be replaced with the products accepted during the delivery period and no extra fee shall be paid for such change.

a. **APPLICABILITY:** In the event that an agreement regarding the PO is signed, the provisions of such agreement shall be complied with. However, if there is only a PO (Purchase Order) and no agreement, the terms and conditions in the proposal text agreed upon by the parties shall be complied with. The SUPPLIER shall not initiate any work processes unless and until an order form containing a PO (Purchase Order) number is sent by NOVARTIS.

DELIVERY CONDITIONS: It is mandatory to comply with the delivery date specified in the order. The Product(s)/Service(s) shall be delivered to the "Delivery Address" specified in this Purchase Order. Delivery Address is the place where the service shall be performed or the goods shall be delivered. Any delays due to any reason should be reported to us two weeks before the delivery. However, the acceptance or rejection of such a delay according to the delivery date is at the discretion of NOVARTIS. If this condition is not fulfilled, that is, the service is not performed on the due date of such performance or the goods are not delivered on the delivery date as specified above, NOVARTIS shall be entitled to cancel the order without paying any fee, price or compensation, or request a 0.2% default fee for each day of such delay.

PAYMENT: Payments shall be made on the first payment day of Novartis depending on the agreed term following the delivery of the invoice. The payment days of Novartis are determined by the finance department at the beginning of each year. Novartis may change such dates with prior notice.

SETTLEMENT OF DISPUTES: The competent judicial authorities are Istanbul Anatolian Courts and Anatolian Enforcement Offices.

DELIVERY OF INVOICES: It is requested to state the order number in the delivery of the goods/in the performance of the service and in the relevant correspondence. Invoices without an order number shall not be accepted.

OUR CORPORATE CONDITIONS:

1. THIRD PARTY RULES OF NOVARTIS

Novartis promotes the social and environmental values of the United Nations Global Compact to third parties and, to the extent possible, makes use of its own influence to ensure their compliance.

Any Third Party shall:

(a) comply with the Third Party Rules of Novartis (and their current updated versions), which can be viewed and downloaded at

<https://www.novartis.com/about-us/corporate-responsibility/resources-news/codes-policies-guidelines>;

(b) provide information/documents to Novartis and/or its affiliates, upon the reasonable request of Novartis and/or its affiliates in order to ensure compliance with the Third Party Rules of Novartis, taking into consideration Article 10.7 of the Third Party Rules of Novartis;

(c) Correct any detected non-compliance with the Third Party Rules of Novartis (where applicable) and notify the correction process to the SERVICE USER upon request;

(d) Ensure that its affiliates and/or subcontractors/representatives approved by the SERVICE USER (in accordance with this Agreement) to provide the contractual goods/services/outputs also comply with the aforesaid Third Party Rules of Novartis.

(e) The COMPANY agrees and acknowledges that the Third Party Rules of Novartis are an integral part of this Agreement, and that the failure to comply with these standards and/or averting/rejecting the audit rights of the SERVICE USER as specified in the Third Party Rules of Novartis constitutes a substantial breach of this Agreement, and that it gives the SERVICE USER the right to terminate this Agreement immediately in writing and without paying any compensation.

2. COMPLIANCE WITH THE LAWS

While the Supplier is exercising its rights and fulfilling its obligations under this Purchase Order, it shall;

(a) Not make and/or offer any promises, make, cause, accept, encourage any payments and/or take any action that may be considered a bribe;

- (b) Comply with all laws and regulations, including those relating to the anti-corruption and anti-bribery, and the Occupational Health and Safety Law No. 6331 and the Environmental Law No. 2872;
- (c) shall comply with the industry standards;
- (d) Regarding its activities under this Purchase Order, the Supplier shall comply with the Global Anti-Bribery Policy of Novartis which may be viewed and downloaded at <https://www.novartis.com/sites/www.novartis.com/files/anti-bribery-policy-en.pdf> and with all policies and guidelines given to it by Novartis, including any changes to such from time to time. In case additional guidelines or policies are issued by Novartis regarding its activities under this Purchase Order, Novartis shall provide a copy of them for the Supplier, and the Supplier shall comply with those guidelines and policies from that moment on. The Supplier hereby confirms that it has read and understood the aforesaid Novartis policies and guidelines.
- (e) It shall fulfill its obligations under this Purchase Order in accordance with high ethics, business ethics and personal integrity standards.

Violation of any of the obligations in this article by the Supplier shall be deemed to be a violation of this Purchase Order, and Novartis shall be entitled to cancel this Order immediately and without paying any compensation.

3. SUBCONTRACTING AND ASSIGNMENT

The Supplier may not assign any of its contractual liabilities under this Purchase Order to any subcontractor without first obtaining the prior written consent of NOVARTIS. Otherwise, Novartis may immediately and absolutely terminate this Purchase Order. In case NOVARTIS consents to subcontracting or assignment, a) the Supplier shall continue to be fully responsible for the fulfillment of its contractual liabilities under this Purchase Order, and b) all costs of said transfer and assignment procedures shall be exclusively covered by the Supplier. The Supplier may not transfer its rights and obligations under this Purchase Order without the prior written consent of NOVARTIS.

4. AUDIT

NOVARTIS shall have the right to audit the compliance of any and all records of the Supplier related to this Purchase Order with this Purchase Order (including compliance with the Article titled "Compliance with the Laws") at NOVARTIS' own cost at any time upon a reasonable prior notice and to verify all payments made by NOVARTIS. NOVARTIS could designate an auditor for such audit. In such case, the designated auditor shall be subject to confidentiality obligation in terms of reviewing the Confidential Information of the Supplier. In case NOVARTIS gives a written notice indicating that NOVARTIS shall be present at such audit, the Supplier shall completely cooperate and give permission to access to all the relevant documents and materials deemed reasonably required.

Any objection or obstruction by the Supplier against the auditing of its records shall be deemed to be a material violation of the agreement between the Supplier and NOVARTIS, and NOVARTIS shall be entitled to terminate the agreement immediately.

5. PROTECTION OF PERSONAL DATA

Novartis and Supplier expects that this Order may be subject to the processing of personal data, which means any information relating to a specific or identifiable natural person, in writing or electronically, pursuant to local legislation and regulations.

Failure to comply with the obligations contained in the Order shall be a violation of this Order. The Supplier is obliged to immediately compensate Novartis as per the provisions of this Purchase Order against any and all administrative penalties to which Novartis might suffer due to failure by the Supplier to fulfill such obligations and other obligations under the Law No. 6698 on the Protection of Personal Data and secondary legislation.

Novartis and Supplier also agrees, represents and warrants that, during the execution of the order, they shall comply with all secondary legislative provisions including the processing, storage and transfer of personal data which might enter into force regarding the Law No. 6698 on the Protection of Personal Data, and that they shall fulfill their obligations arising therefrom.

The Supplier hereby agrees to have any personal data supplied to NOVARTIS registered into NOVARTIS's systems for purposes such as current account recording, invoice recording, payment, communication etc., utilized or shared with affiliated group companies and companies acting on behalf of or carrying out operations for NOVARTIS (i.e consultants, data systems maintenance and repair companies, data management companies etc.) or administrative and legal authorities upon request by first ensuring that any safety measures to protect the said data are taken beforehand.

6. CONFIDENTIALITY

The Parties agree and declare that any and all kinds of technical, administrative, financial, commercial etc. information, and personal data received during works under this Purchase Order or supplied by either Party to the other Party (in printed form, electronic environment or by any other means) shall be deemed to be trade

secrets and confidential information and owned exclusively by the other Party who is in possession of the exclusive rights of disposition for such information.

The Parties jointly and severally agree, represent and warrant never to use the said information in possession of the other Party directly or indirectly for any purposes other than services to be performed for the other Party, not to disclose, give, transfer, assign, sell or allow the use of the same to any third parties, organizations and institutions other than their authorized personnel who shall be performing the services under the Purchase Order, not to take any copies, exhibit, publish the same, and to keep them confidential by taking all necessary measures, to prevent third parties other than their authorized personnel from accessing the same and to ensure that any employees, assistants and related persons also comply with these obligations.

7. DISCLOSURE TEXT FOR SUPPLIERS

1. ID of the Data Controller

Confidentiality is very important for Novartis.

Accordingly, Novartis respects transparency at the highest level when processing personal data. This Disclosure Text has been prepared for the following persons concerned ("Persons Concerned"):

- (a) Our natural person suppliers and service providers (such as self-employed persons);
- (b) Representatives or liaison officers of our legal person suppliers and service providers; and
- (c) Any other visitors of our company.

All concerned people shall be jointly referred to as the "Suppliers".

We invite our suppliers you to read this Disclosure Text carefully, where we explain the context in which we process personal data and where the rights of the Suppliers are specified.

We, Novartis Sağlık, Gıda ve Tarım Ürünleri Sanayi ve Ticaret A.S. (hereinafter referred to as "Novartis", "we", "us" or the "Company"), are committed to protecting your personal data and being transparent about what we do with the data we collect. With this disclosure, we, as the Company, provide you with information on how we process your personal data as the data controller.

Novartis acts as the "Data Controller" as the legal person responsible for establishing and managing the data recording system, which determines the purposes and means of processing personal data. Novartis may maintain the title of the data controller alone or together with other natural or legal persons as a "common data controller".

If you have any further questions regarding the processing of your personal data, you can contact our data protection officer at dataprivacy.turkey@novartis.com.

2. For what purposes do we process your personal data and what are the legal reasons for this?

2.1. Purposes of processing:

We always process the personal data of the Persons Concerned on legal grounds and for a limited purpose. In this context, we process the personal data of the Persons Concerned for the following purposes:

- a. To manage our relationship with you (for example, through the database systems we use),
- b. For assignments for the execution of the existing agreements and the preparation of new agreements,
- c. To adapt your specific needs to the services we provide in order to increase the quality of communication we provide with you and the services we offer you,
- d. To answer your requests and to provide you with effective support,
- e. To manage our suppliers and service providers throughout the entire supply chain;
- f. For the preparation of tender offers, for the fulfillment of duties for the preparation for the existing agreements or for the implementation of these processes;
- g. To monitor compliance of the activities in our facilities with the current health and safety rules and other applicable policies,
- h. To give our suppliers the right to access our training modules that enable them to offer us certain services;
- i. To manage our IT resources, including infrastructure management and business continuity,
- j. To protect the economic interests of the company and to ensure compliance and reporting are carried out

properly (e.g. to ensure compliance with the company policies, local legislative requirements, taxes and deductions, to manage alleged events such as abuse of authority and fraud, to carry out audits and to make defense in case of any legal dispute),

- k. To manage mergers and acquisitions regarding our company,
- l. For archiving and record retention,
- m. For all other purposes specified by the laws and authorities,
- n. To fulfill obligations such as submitting information and documents to competent authorities, public and private institutions, organizations and judicial authorities, and to fulfill other related obligations.

2.2. Legal reasons for processing:

We shall not process any personal data of the Suppliers unless required by the law. We shall process any personal data we have collected only on the basis of the following legal reasons set out in Article 5 of the Law on the Protection of Personal Data (hereinafter referred to as the "LPPD");

- a. Based on your explicit consent
- b. If it is obligatory to fulfill our legal obligation as the Data Controller.
- c. In case the data processing is mandatory for the legitimate interests of the data controller, provided that no harm is done to the fundamental rights and freedoms of the Person Concerned.

We should note that we shall always try to maintain a balance between our legitimate interests and the confidentiality of the personal data of the Suppliers when processing personal data of the Persons Concerned. Examples of such "legitimate interests" may be the data processing activities carried out for the following purposes:

- To develop a trust-based and close professional relationship with the Suppliers;
- To introduce the innovations developed by the Company in the pharmaceutical industry;
- To manage the company's human and financial resources;
- To benefit from cost-effective services (for example, using some platforms provided by the Suppliers for personal data processing);
- To prevent fraud and criminal activities, to ensure the security of our IT systems, system architecture and networks, and to prevent abuse of our services;
- To sell any part of our business or assets, or ensure that all or part of our business or assets is acquired by a third party; and
- To achieve our corporate and social responsibility objectives.

If you need more information, you can contact us at the e-mail address under Article 6.

3. What information do we hold about you?

We may collect various types of personal information provided directly by you or from our business partners (e.g. the legal person you are working for), third parties (e.g. third party suppliers such as IQVIA, Innovex or Wellpoint) or secure public sources (e.g. congress websites, university websites), including:

- a. General information and ID data (e.g. name and surname, date and place of birth, ID Number or passport number, e-mail or mail address, landline telephone number and/or mobile phone number)
- b. The duty of the Supplier (e.g. title, position or company name)
- c. Financial information (e.g. credit card data, bank account number, tax number etc.)

d. Electronic identity data when necessary for the promotion of the Company's products and services (e.g. IP address, and video and audio recordings for providing services such as, online identifiers, cookies, webinars, and member logins, access rights, passwords, etc.)

In cases where you plan to provide us with personal data about other persons (for example, your colleagues), you must provide a copy of this Disclosure Text directly for such Person Concerned.

4. Who can access your personal data and to whom can such data be transferred?

We shall not sell, share or otherwise transfer your personal data to third parties other than those specified in this Disclosure Text.

During our activities and for the same purposes as stated in this Disclosure Text, the following persons may access your personal data or your personal data may be transferred to:

- a. Novartis Group Companies
- b. Our staff (including staff, departments or other companies of Novartis group)
- c. Our independent representatives or agents (if any)
- d. Any Supplier and service provider supplying services and products to us
- e. **Our IT system providers, cloud service providers, database providers and consultants**
- f. All third parties to whom we transfer or assign our rights or obligations
- g. Our consultants and external lawyers in the context of the sales or transfer of any part of our business or company assets

The aforesaid third parties are obliged to protect the confidentiality and safety of your personal data in accordance with the laws in force, within the scope of the contractual relationship.

Where required by applicable legislation or regulations or upon request, all national and/or international legal, enforcement, public institutions or courts may access any personal data of the Suppliers, or such personal data may be transferred to such institutions.

Any personal data collected from the Suppliers may be processed, accessed or stored in a country other than the country where Novartis is located; and the same level of protection for personal data may not be provided in such a situation.

If we transfer the personal data of the Suppliers to external companies in other jurisdictions, we shall ensure that the personal data of the Suppliers is protected by (i) applying the required level of protection in accordance with the local data protection/confidentiality legislation applicable to Novartis, (ii) acting in accordance with our policies and standards, and (iii) and, unless otherwise specified, in case of any Novartis company transferring such data and located outside the European Economic Area (i.e. the EU member states and Iceland, Liechtenstein and Norway, hereinafter referred to as the "EEA"), only by transferring your personal data in accordance with, respectively, the standard agreement clauses approved by the European Commission or the Swiss Federal Data Protection and Information Law.

For the intra-group transfer of personal data, the Novartis Group has adopted the Binding Corporate Rules - a system of principles, rules and means set by the European legislation to provide effective data protection measures related to any personal data transfer outside the EEA and Switzerland. Click here for more detailed information about the Binding Corporate Rules of Novartis:

<https://www.novartis.com/sites/www.novartis.com/files/bcr-individual-rights-2012.pdf>

5. How long do we store your personal data?

We shall store any aforesaid personal data only for the time reasonably required and/or permitted by the applicable legislation, in order to fulfill the purposes set out in this Disclosure Text. Such Personal Data shall be deleted, destroyed or anonymized at the end of such period or upon the request of the data owner.

6. What are your rights and how can you exercise such rights?

You have the right to use your requests within the scope of Article 11 of the LPPD, which regulates the rights of the persons concerned, according to the "Communiqué on the Procedures and Principles for Application to the Data Controller". If you have any question or if you would like to exercise your rights stated in Article 11 of the LPPD, you can send an e-mail to dataprivacy.turkey@novartis.com with a copy of your ID for identification purposes or personally apply to Novartis at "Suryapi & Akel Is Merkezi Rüzgarlibahçe Mah. Sehit Sinan Eroglu Cad. No: 6 34805 Kavacik - Beykoz - Istanbul".

We shall use such data only to verify your identity and we shall not store such copies after the verification process is completed.

If you are not satisfied with the way we process your personal data, please send your request to our data protection officer, who shall investigate your concerns, at dataprivacy.turkey@novartis.com. In any case, in addition to your aforesaid rights, you are entitled to file a complaint to the Personal Data Protection Board.

7. How will you be able to learn about the changes to this Disclosure Text?

You may access all future changes or additions to the processing of your personal data as defined in this Disclosure Text via our regular communication channels (e.g. via our contact center or websites, or by e-mail upon request).