

## Terms and Conditions (6th Edition)

### Article 1 (Application of Terms and Conditions)

1. These Terms and Conditions prescribe details about the basic matters regarding transactions of materials and services that are executed between Novartis Pharma K.K. or its affiliated companies (the “**Customer**”) and providers (the “**Provider**”) based on orders placed by the Customer. These Terms and Conditions shall be applied to contracts (hereinafter referred to as “**Individual Contracts**”) related to individual Transactions (defined in Article 2 Paragraph 1) between the Customer and the Provider, and have the objective of contributing to the smooth and fair performance of transactions between the Customer and the Provider.
2. Notwithstanding the preceding Paragraph, if a separate agreement (regardless of its title, including Special Agreement or Memorandum) has been executed between the Customer and the Provider in relation to the basic matters regarding the Transactions, and there is a conflict between the provisions of these Terms and Conditions and the provisions of such an agreement, the provisions of such an agreement shall prevail.
3. If an Individual Contract excludes the application of a part of these Terms and Conditions, or prescribes matters that differ from these Terms and Conditions, the provisions of the Individual Contract shall prevail regardless of the provisions of these Terms and Conditions.

### Article 2 (Subject of Transactions)

1. These Terms and Conditions shall be applied to the following transactions that are performed by the Provider based on the order by the Customer (hereinafter referred to as “**Transactions**”).
  - (1) Transactions in which “Standard Products” of the Provider are delivered to the Customer
  - (2) Transactions in which “Special Products” are manufactured based on the specifications of the Customer, and are delivered to the Customer
  - (3) Transactions in which “Services” are performed and completed based on the specifications of the Customer
2. “**Standard Products**” in the preceding Paragraph refers to goods that are manufactured based on the specifications and design of the Provider or a supplier of the Provider, and which are not Special Products.
3. “**Special Products**” in Paragraph 1 refers to goods that have been completed by the Provider in accordance with the specifications, drawings, and processes, etc., instructed by the Customer.
4. “**Services**” in Paragraph 1 refers to work that is performed by the Provider in accordance with the specifications, etc., instructed by the Customer, or based on the specialist knowledge of the Provider in accordance with its care and obligations as a manager. “Special Products” and “Services” are hereinafter collectively referred to as “**Customer Specification Products**.”
5. “**Products**” in these Terms and Conditions refers to “Standard Products” or “Customer Specification Products.”

### Article 3 (Execution of Individual Contract)

1. An Individual Contract for a Transaction shall be executed upon the issuance of a purchase order by the Customer to the Provider (hereinafter referred to as "**Purchase Order**") and when either of the following occurs.
  - (1) When the Purchase Order is accepted by the Provider.
  - (2) When the Customer has not received a written notification of refusal from the Provider within three (3) business days from the business day following that on which the Purchase Order was received by the Provider.
2. If the Provider, when executing an Individual Contract, intends to add clauses other than those stated in these Terms and Conditions, or clauses or conditions that are contrary to those stated in these Terms and Conditions, the prior written agreement between the Customer and the Provider upon consultation with the Customer for such additional terms shall be required. Additional conditions that have not been agreed in writing by the Customer shall not be incorporated into an Individual Contract.
3. The conditions required for the performance of the Transactions, other than those set forth in these Terms and Conditions, shall be separately prescribed in an Individual Contract as necessary.

#### Article 4 (Specifications of the Product)

The Customer, in the case of Customer Specification Products, shall provide to the Provider the specifications, minutes, and drawings, etc. (hereinafter referred to as "**Specifications, Etc.**"), required to manufacture the Special Products or the performance of the Services by the Provider. The Provider shall manufacture such Special Products or perform Services based on these Specifications, Etc., and the instructions of the Customer.

#### Article 5 (Change of Order Content)

1. The Customer may issue a written request to the Provider to change the content of a Purchase Order or to cancel a Purchase Order.
2. In the case of the preceding Paragraph, the Provider shall immediately notify the Customer of a change in the contract price, the impact on delivery date, or other effects of the change of content or cancellation of a Purchase Order.
3. If the Customer elects to change or cancel a Purchase Order considering the various impacts of the change or cancellation set forth in the preceding Paragraph, the Customer shall notify the Provider thereof, and the Provider shall perform the Individual Contract in accordance with the content of said change. Additionally, the Provider must not take measures with respect to the change or cancellation in Paragraph 1 until it receives an amended Purchase Order in writing from the Customer.

#### Article 6 (Obligations of the Provider)

1. The Provider, in the case of Customer Specification Products, shall perform the Individual Contract in accordance with these Terms and Conditions, as well as the provisions of the Specifications, etc., separately agreed between the Customer and the Provider, in compliance with laws and regulations that are applicable to the manufacture of the Special Product and the performance of the Services, and with the same level of duty of care and skill as would normally be demonstrated by other business operators engaged in specialist work in similar circumstances.

2. The Provider may subcontract the performance of obligations under these Terms and Conditions and the Individual Contracts to a third party by obtaining the prior written consent of the Customer. In such a case, the Provider shall comply with each of the following items.

- (1) It shall represent and warrant to the Customer that it has implemented a due diligence process that is reasonably satisfactory to the Customer to assess such a third party (hereinafter referred to as "**Subcontractor**"), and that there are no negative findings as a result of such due diligence process.
- (2) It has imposed on the Subcontractor the same obligations as it bears under these Terms and Conditions and the Individual Contracts, shall monitor the Subcontractor, and shall take responsibility for the actions of the Subcontractor.
- (3) If there is a concern about a problem occurring at the Subcontractor, the Provider shall notify the Customer thereof in writing within seven (7) days at the latest from the day on which said concern arose (in the case of a major issue, such as a violation of laws and regulations, or health damage, the Provider shall inform the Customer on that same day).

#### Article 7 (Estimate and Pricing)

1. The Provider, at the request of the Customer, shall submit an estimate for each Individual Contract. This estimate shall state the name of the Product, the specifications for the Special Product in the case of a Special Product, the content of the Service in the case of a Service, the unit price, contract price, quantity, delivery date, delivery method, delivery place, and other necessary matters.
2. The Customer and the Provider shall agree on the unit price and contract price for each Product upon consultation, based on the estimate in the preceding Paragraph.
3. If the need to review the unit price and contract price in the preceding Paragraph arises due to a change in the economic situation, etc., the Customer and the Provider shall review the unit price and contract price as necessary. Such a review shall be performed upon the issuance of a request by either party, and consultations with the other party, and shall enter into force upon the a mutual agreement of the parties.

#### Article 8 (Payment)

1. The Customer shall pay the amount prescribed in the Individual Contract based on the payment conditions set forth in the Purchase Order.
2. For the payment in the preceding Paragraph, the Provider, upon the completion of the acceptance inspection (defined in Article 10) by the Customer, shall issue an invoice to the Customer with the cutoff date stated on the Purchase Order.

#### Article 9 (Delivery)

1. The Provider shall deliver the Product or shall complete the Services, in accordance with the provisions of the Individual Contract, based on the specified delivery date, quantity, and location, with a delivery note attached to the Product.
2. If the Customer or the Provider needs to change conditions relating to the delivery of the Product or the completion of the Services in the preceding Paragraph, the Customer or the Provider shall promptly

notify the other party, and consult with the other party, and the parties shall agree on new delivery conditions for the Product or new completion conditions for the Services. In such a case, if the other party incurs damages as a result of the change, the parties shall also discuss compensation for such damages.

3. If the Provider receives a request or instruction from the Customer regarding the packaging, packing, or transportation method, etc., for the delivery of the Product, it shall follow such request or instruction.
4. The Provider, upon request by the Customer, shall attach an inspection report certifying the completion of the shipment inspection of the Product at the time of delivery in Paragraph 1.

#### Article 10 (Acceptance Inspection and Delivery Completion)

1. The Customer shall perform a visual, quantity and quality check, etc., on the Products (hereinafter collectively referred to as "**Acceptance Inspection**") without delay after the delivery of the Products in the preceding Paragraph. If Customer finds that the Products do not violate any of the content of the Customer Specifications, etc., it shall notify the Provider thereof within five (5) business days from the day on which the Products were received. The delivery of such Products from the Provider to the Customer shall then be completed. If the Customer does not issue a notification of acceptance under this Paragraph or a notification of rejection under Article 11 within five (5) business days from receipt of the Products by the Customer, the Products shall be regarded as accepted by the Customer.
2. Notwithstanding the provisions of the preceding Paragraph, the Customer may omit the Acceptance Inspection in the preceding Paragraph upon prior consultation with the Provider.
3. In the event that the Provider is to only perform Services, the provisions of the preceding two Paragraphs shall not apply. In this case, the Customer shall confirm the completion of the Services based on a completion report issued by the Provider to the Customer, or by another method agreed in advance between the parties.

#### Article 11 (Measures in the Case of Failure of Inspection)

1. The Provider must perform either or both of the following items for Products that have failed the Acceptance Inspection in the preceding Article (hereinafter referred to as "**Failed Items**"), based on the instructions of the Customer, and by the date specified by the Customer.
  - (1) Collect the Failed Items and deliver replacements thereof.
  - (2) Repair the Failed Items.
2. In the event that the Customer elected Item (1) of the preceding Paragraph and notified the Provider thereof, but nonetheless the Provider fails to collect the Failed Items within the period set forth in the preceding Paragraph, the Customer may return the Failed Items to the Provider. In such a case, the expenses for sorting the Failed Items, transportation charges, packing costs, and all other expenses required for the return shall be borne by the Provider.
3. Notwithstanding the provisions of Paragraph 1, in the event that the Customer repairs or sorts the Failed Items in Item (2) of Paragraph 1 on behalf of the Provider, the Customer may make a claim to the Provider for the costs of the repair, etc., after consultation with the Provider.
4. The Customer shall bear the duty of care of a prudent manager for the storage of the Failed Items during the period of Paragraph 1; however, the Customer shall not bear any responsibility after the said period.

5. The Provider shall undergo an Acceptance Inspection by the Customer also for the replacements or repaired items prescribed in Paragraph 1.
6. The Customer may claim compensation for damages, which it incurred due to the Failed Items or insufficient quantity of the Products, from the Provider.

#### Article 12 (Transfer of Ownership)

Ownership of the Products shall be transferred from the Provider to the Customer upon the completion of the delivery in Article 10.

#### Article 13 (Risk of Loss)

In the event that the Products are lost or damaged prior to the completion of delivery due to a reason not attributable to either party, the Customer may refuse to make the payment in Article 8, or may terminate the Individual Contract.

#### Article 14 (Liability for Non-conformities)

1. Notwithstanding the Acceptance Inspection in Article 10, in the event that the Products delivered by the Provider to the Customer do not conform with the content of these Terms and Conditions and the Individual Contract in quality or quantity, the Customer may request that the Provider complete performance by promptly repairing the Products at the Provider's own responsibility and expense, delivering Products that conform with the content of these Terms and Conditions and the Individual Contract, or delivering the shortfall in quantity. The Provider may not complete its performance by any method other than that requested by the Customer, even if it would not impose an unreasonable burden on the Customer. The inspection and delivery of the Products that have been repaired or redelivered shall be performed in accordance with the provisions of Article 10 and Article 11.
2. In the case of the preceding Paragraph, the Customer may make a claim to the Provider for a reduction in the price or a refund of all or a portion of the contract price already paid, without any demand to the Provider to cure the non-conformity of the performance, in lieu of the repair of the Products, the delivery of Products that conform with the content of these Terms and Conditions and the Individual Contract, or the delivery of the shortfall in quantity.
3. In the event that the Customer incurred damages due to the non-conformity of the Products with the content of these Terms and Conditions and the Individual Contract in the type, quality, or quantity (including where a third party makes a claim against the Customer for damages caused by such a non-conformity), the Provider must compensate for such damages incurred by the Customer.
4. In the event that the Customer does not notify the Provider that the type or quality of Products does not conform with the content of these Terms and Conditions and the Individual Contract within one (1) year after having learned thereof, the Provider shall not bear the obligations set forth in the preceding three paragraphs. However, this shall not apply if the Provider was aware of the non-conformity of the Products or was not aware of it due to its gross negligence at the time of the completion of the delivery of the Products. The provisions of the Commercial Code concerning liability for non-conformity with contract shall not apply.

#### Article 15 (Product Liability)

1. In the event that any third party files a claim for compensation against the Customer on the grounds that the Products that were delivered by the Provider to the Customer caused damage to the life, body or property of the third party, the parties shall discuss and clarify the responsibility for such claim, and make efforts to appropriately handle and resolve the said claim for compensation. In the event that the cause of the claim for compensation was clearly a defect in the Products, the Provider shall be obliged to compensate for damages, and handle the claim at its own expense and responsibility.
2. In the event that the cause of the claim for compensation of the preceding Paragraph was clearly a defect in the Products, which nonetheless the Customer has resolved it at its own expense, the Customer may claim compensation for such damages from the Provider.

#### Article 16 (Ownership of Results, Intellectual Property Rights)

1. In the case of Special Products, if a creation, etc., arises over the course of the performance of these Terms and Conditions and the Individual Contract, the intellectual property rights (including the right to receive registration of intellectual property rights, hereinafter referred to as "**Intellectual Property Rights**") shall be owned by the Customer, and the contract price prescribed in the Individual Contract shall include the consideration for such Intellectual Property Rights.
2. In the preceding Paragraph, the rights relating to contents, data, routines, modules, and other programs, etc., that were previously owned by the Provider shall be retained by the Provider.
3. Notwithstanding the preceding Paragraph, the Customer shall have the right to use the rights retained by the Provider in the preceding Paragraph free of charge.
4. The Provider warrants to the Customer in regard to copyright relating to the Products and relevant reports, etc., that it shall not exercise the moral rights of author (right of publication, right to display name, and right of integrity), and shall ensure that employees of the Provider, the Subcontractor, and employees of the Subcontractor, etc., who were involved in the performance of these Terms and Conditions and the Individual Contract will not exercise such rights.
5. When the Provider becomes aware that Intellectual Property Rights in Paragraph 1 have arisen, it shall immediately notify the Customer thereof, and shall provide reasonably necessary cooperation to the Customer such that the Customer can receive registration of such Intellectual Property Rights.
6. The Provider shall not obtain any rights, titles, or interest in the trademarks, service marks, and copyrights that are owned by the Customer (hereinafter referred to as "**Trademarks, Etc.**"), and shall not be regarded as having been permitted to use any Trademarks, Etc., through the performance of Transactions for the Customer based on these Terms and Conditions and the Individual Contract.

#### Article 17 (Infringement of Third Party Rights)

1. In the event that the Customer becomes subject to any kind of litigation, objection, or claim, etc., from a third party on the grounds that the use of all or a part of the Products by the Customer constitutes an infringement of intellectual property rights such as copyright and patent rights of the third party, the Provider shall be solely responsible for resolving such matter.
2. If it is found that the intellectual property rights of a third party have been infringed in the preceding Paragraph, the Provider shall take one of the following measures, in accordance with the decision of the Customer.
  - (1) Alter the Products free of charge so that they are no longer in violation.

- (2) Obtain a license from the third party, at the expense of the Provider, so that the Customer can make use of the Products.
- (3) Provide compensation for the damages incurred by the Customer as a result of losing the use of the Products.

#### Article 18 (Confidentiality)

1. The Provider confirms that the information and materials provided or disclosed by the Customer to the Provider in relation to these Terms and Conditions and the Individual Contracts (hereinafter referred to as "**Confidential Information**", includes but is not limited to the personal information prescribed in Article 19 of these Terms and Conditions) are all valuable property of the Customer, and constitute trade secrets of the Customer. However, this shall not apply to information that falls under any of the following items. The personal information prescribed in Article 19 of these Terms and Conditions shall be treated as Confidential Information even if it falls under any of the following items.
  - (1) Information that was already held at the time of disclosure
  - (2) Information that was already publicly known or publicly available at the time of disclosure
  - (3) Information that has become publicly known or publicly available after disclosure due to a reason not attributable to the Provider
  - (4) Information that has been lawfully obtained by the Provider from a third party with legitimate authority without bearing the duty of confidentiality
  - (5) Information that has been independently developed by the Provider without reference to the disclosed information
2. The Provider, both during the effective period and after the termination of these Terms and Conditions and the Individual Contracts, shall maintain the confidentiality of all Confidential Information. In addition, the Provider shall take all necessary measures in relation to the management of the Confidential Information in order to ensure that there is no unauthorized access, loss, damage, theft, or leakage of Confidential Information.
3. The Provider must comply with the following items.
  - (1) The Provider must not use the Confidential Information for any purpose other than the performance of these Terms and Conditions and the Individual Contracts.
  - (2) The Provider may provide or disclose Confidential Information to its employees who need to use Confidential Information in order to perform these Terms and Conditions and Individual Contracts, and allow them to use Confidential Information for the purpose of performance in accordance with this Article. In such a case, the Provider shall make them sufficiently aware of the content of this Article. In addition, in the event that the Provider intends to provide or disclose Confidential Information to a third party other than its employees, and allow such a third party to use the Confidential Information for the purpose of the performance of these Terms and Conditions and the Individual Contracts, the Provider must obtain the prior written consent of the Customer. When requesting such written consent from the Customer, the Provider shall notify the Customer in writing and in advance of the name and address of the third party that will receive and use Confidential Information, as well as the level and details of necessity of such disclosure and use for the performance of these Terms and Conditions and the Individual Contracts.
  - (3) The Provider shall impose on such third party, for which the consent of the Customer has been obtained according to the preceding item, the same duties of confidentiality as prescribed in this

Article, and shall ensure that said third party maintains the confidentiality of the Confidential Information.

- (4) The Provider shall not provide, disclose or publish Confidential Information for any third party (including the employees of the Provider, affiliated organizations, affiliated companies, and affiliated bodies of the Provider) except for the cases set forth in Item (2), regardless of whether through transfer of Confidential Information or by any other method.
- (5) The Provider shall notify the employees of the Provider who are to receive Confidential Information of the content of this Article through rules, a contract, notification, display, or other method, and shall ensure that the confidentiality of the Confidential Information is maintained in accordance with the content thereof.
- (6) The Provider shall not duplicate or copy Confidential Information beyond the scope required for the performance of these Terms and Conditions and the Individual Contracts.
- (7) In the case of either of the following items, the Provider must immediately return to the Customer all of the Confidential Information received from the Customer (including copies and duplicates thereof), or if the information is not suitable for return, delete or dispose of the Confidential Information in accordance with the instructions of the Customer. In addition, the Provider must notify the Customer in writing of the completion of the return, deletion, or disposal described above.
  - (i) Whenever the Customer requests a return
  - (ii) When these Terms and Conditions or the Individual Contracts are terminated or expire
- (8) When there is an unauthorized access to Confidential Information or the loss, damage, theft, or leakage, etc., of Confidential Information, or a concern thereof, the Provider shall immediately report that information to the Customer, and shall cooperate with the Customer in the investigations, complaint processing and other actions, in accordance with the instructions of the Customer.

#### Article 19 (Protection of Personal Information)

The Provider shall appropriately handle personal information that is received from or disclosed by the Customer, or that is learned over the course of the performance of these Terms and Conditions and the Individual Contracts, in accordance with the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003), other relevant laws, regulations and guidelines, as well as the provisions of the preceding Article. The Provider shall not use such personal information for any purpose other than the performance of these Terms and Conditions and the Individual Contracts without the prior consent of the person concerned. In addition, the Provider must not provide such personal information to a third party without the prior consent of the person concerned. The Customer may request that the Provider from time to time report the implementation status of the safety management measures for personal information taken by the Provider.

#### Article 20 (Force Majeure)

Neither party shall be responsible to the other party in cases where the performance of these Terms and Conditions or an Individual Contract, including the payment obligations, has become impossible or is delayed due to natural disaster or other force majeure.

#### Article 21 (Indemnity)



When either party causes damage to the other party due to a violation of the provisions of these Terms and Conditions or an Individual Contract, or any intentional act or negligence, such party shall compensate the other party for such damage upon a claim by the other party.

#### Article 22 (Termination)

1. Either party may terminate all or a part of these Terms and Conditions and the Individual Contracts without any notice, in the event that the other party falls under any of the following items. In such a case, the terminating party may also claim compensation for the damages that it has incurred.
  - (1) In the event that the other party violates Article 6 (Obligations of the Provider) Paragraph 2 or Article 27 (Novartis Third Party Code), or hinders or refuses the audit rights of the Customer prescribed in the Novartis Third Party Code, these Terms and Conditions, or the Individual Contracts.
  - (2) In the event that the other party violates the provisions of these Terms and Conditions or the Individual Contracts, and such violation has not been rectified even ten (10) business days after a demand that the violation be rectified.
  - (3) In the event that (i) a bill or check that the other party has drawn or underwritten has been dishonored, or otherwise the other party entered into a suspension of payments, (ii) the other party has become subject to a petition for provisional remedy, compulsory execution, or auction, or (iii) the other party has become subject to a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation proceedings.
  - (4) In the event that the Provider has become subject to an administrative action by a government agency with competent jurisdiction such as the suspension of all or a part of business or the revocation of a registration required for business.
  - (5) In the event that the Provider has abolished or transferred a major part of its business, including transfer through a corporate de-merger.
  - (6) If there are any other grounds equivalent to any of the preceding items.
2. In addition to the provisions set forth in the preceding Paragraph, in the event that a transaction between the Customer and the Provider concerning an Individual Contract continues for a period of two (2) months or longer, the Customer may terminate all or a part of the Individual Contract prospectively by at least two weeks' prior notice, even during the said period. In such a case, the Customer shall pay a fee commensurate to the work performed by the Provider up to the termination.

#### Article 23 (Surviving Clauses)

The rights and obligations of the Customer and the Provider under the following provisions of these Terms and Conditions shall remain in effect even after the termination or expiration of these Terms and Conditions and the Individual Contracts.

Article 14 (Liability for Non-conformities), Article 15 (Product Liability), Article 16 (Ownership of Results, Intellectual Property Rights), Article 17 (Infringement of Third Party Rights), Article 18 (Confidentiality), Article 19 (Protection of Personal Information), Article 21 (Indemnity), Article 22 (Termination) Paragraph 1, Article 25 (Governing Law and Jurisdiction), Article 30 (Elimination of Antisocial Forces) Paragraph 4 and Paragraph 5

#### Article 24 (Amendment)

1. When the Customer intends to make changes to these Terms and Conditions, it shall post the content of the amended Terms and Conditions and effective date thereof on its website, and shall notify the Provider thereof by stating the URL of that website in the Purchase Order, with a notice period of at least thirty (30) days in advance.
2. If the Provider received a Purchase Order after the effective date of changes to these Terms and Conditions in the preceding Paragraph, and accepts the Purchase Order in accordance with Article 3 Paragraph 1 Item (1), or does not issue a notification of refusal in accordance with Article 3 Paragraph 1 Item (2), the Provider shall be deemed as having agreed to such changes to these Terms and Conditions.

#### Article 25 (Governing Law and Jurisdiction)

These Terms and Conditions and the Individual Contracts shall be governed by the laws of Japan, and the Tokyo District Court shall be the agreed court of exclusive jurisdiction for disputes that arise in relation to these Terms and Conditions or the Individual Contracts.

#### Article 26 (Severability)

Even in the event that a part of the provisions of these Terms and Conditions have been deemed invalid, unlawful, or unenforceable by a court, this shall not affect the effectiveness, legality, and enforceability of the other provisions.

#### Article 27 (Novartis Third Party Code)

The Customer 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 (UNGC) with specific third parties that it deals with. The Provider will:

- comply with the Third Party Code which can be viewed and downloaded from <https://www.novartis.co.jp/koubai>;
- having regard to the Novartis Third Party Code, provide information/documentation on reasonable request to the Customer and/or its affiliated companies to allow it to verify compliance with the Third Party Code in the form requested;
- rectify identified non-compliances with the Novartis Third Party Code (where capable of remedy) and report remediation progress to the Customer on request;
- ensure that the Provider, its affiliates, and/or subcontractors/agents obtain prior approval of the Customer (in accordance with these Terms and Conditions) to provide the goods, services, or deliverables, and that such parties comply with the above requirements relating to the Novartis Third Party Code; and
- where required by the Customer, fully co-operate in completing and returning, as reasonably instructed, any Questionnaire for Third Parties (and any requested updates to the same during the term of these Terms and Conditions). The Provider warrants and represents that the information

provided in any Questionnaire for Third Parties (whether provided before or during the term of these Terms and Conditions, including updates to the same) is accurate and complete (and such information shall be treated as being part of these Terms and Conditions). This subparagraph applies to the Provider only, and not to any subcontractor engaged by it in accordance with the terms of these Terms and Conditions.

The Provider acknowledges and agrees that the Novartis Third Party Code forms an integral part of these Terms and Conditions. The Provider shall allow employees of the Customer (or the third party auditor nominated by the Customer) to appropriately access the facilities of the Provider, as well as the documents or records relating to the Purchase Orders, after seven (7) business days from receipt of a written request from the Customer.

In the event that the Provider fails to comply with any of the above, the Customer may immediately terminate these Terms and Conditions and the Individual Contracts without the payment of compensation. The Provider confirms that it has read and understood the latest version of the Novartis Third Party Code.

#### Article 28 (Non-Assignment)

The Provider must not transfer to a third party or provide as collateral all or a part of any of the rights and obligations (including claims and debts) arising from these Terms and Conditions and the Individual Contract without the prior written consent of the Customer.

#### Article 29 (Notification)

The Provider must promptly notify the Customer if any of the following occurs:

- (1) A change of trade name, address, representative, major shareholder, or other important matter.
- (2) Transfer or takeover of all business.
- (3) Merger, corporate de-merger, or reorganization.

#### Article 30 (Elimination of Antisocial Forces)

1. The Customer and the Provider confirm the matters set forth in each of the following items to the other party.
  - (1) It is not an organized crime group, company affiliated with an organized crime group, extortionist, party equivalent to these, or a member thereof (hereinafter collectively referred to as “**Antisocial Force**”).
  - (2) Its officers (refers to employees, directors, executive officers, and parties equivalent to these who execute business) are not an Antisocial Force.
  - (3) It is not allowing an Antisocial Force to use its name in order to execute an Individual Contract.
  - (4) It will not perform any of the following acts in relation to these Terms and Conditions and the Individual Contracts, either itself or through the use of a third party.
    - a. Use violent words and deeds or violence against the other party
    - b. Use deception or power to interfere with the business of the other party or to damage the credit of the other party

2. In the event that either the Customer or the Provider has fallen under any of the following items, the other party may terminate these Terms and Conditions and the Individual Contract without any notice.
  - a. When it made a false declaration in relation to a pledge in Item (1) or (2) of the preceding Paragraph
  - b. When it entered into the contract in violation of the pledge of Item (3) of the preceding Paragraph
  - c. When it violates a pledge of Item (4) of the preceding Paragraph
3. When the Customer or the Provider reasonably found that a third party used by the other party for the performance of obligations under these Terms and Conditions and the Individual Contracts is an Antisocial Force, it may demand that the other party promptly dissolve the relationship with said third party. If the other party does not provide evidence showing that such a relationship is dissolved within a reasonable period of time, the former party may terminate these Terms and Conditions and the Individual Contracts.
4. In the event that these Terms and Conditions or the Individual Contracts are terminated pursuant to the provisions of Paragraph 2 or the preceding Paragraph, the terminating party may claim compensation for the damages it has incurred as a result of the termination from the other party.
5. In the event that these Terms and Conditions or the Individual Contracts are terminated pursuant to the provisions of Paragraph 2 or Paragraph 3, the terminated party shall not make any claim against the other party for the damages incurred as a result of the termination.

#### Article 31 (Consultation in Good Faith)

If there is a matter not prescribed in these Terms and Conditions or a doubt arising in regard to the interpretation of the provisions of these Terms and Conditions, both parties shall discuss the matter in good faith to reach a resolution.

[Version 6, amended December 2022]