Novartis Argentina S.A. (hereafter referred to as “Novartis”) – General Terms and

Conditions 1. Purpose.

1.1 All supply of goods and/or service by Novartis suppliers (hereafter referred to as the "Supplier" and jointly with Novartis, "the Parties") shall be governed by the General Terms and Conditions set forth in this document, which is an integral part of the Novartis Purchase Order (hereafter referred to as the "Purchase Order"). The relationship between the Parties shall be governed by the following documents: (a) the Purchase Order issued by Novartis and (b) these general terms and conditions (hereinafter, the “Terms and Conditions”). These documents shall be read and interpreted together and as a single contractual agreement. In the event that the Parties decide to implement a specific document, either a contract or other type of agreement (hereinafter, the “Specific Agreement”), the following order of priority regarding the hierarchy and validity of the documents will be applied, to avoid any ambiguity or contradiction between its terms: (i) Specific Agreement; (ii) Purchase Order together with these Terms and Conditions; and (iii) Supplier Terms and Conditions (hereinafter, the “Supplier Terms and Conditions”).

2. Purchase order.

2.1. The Parties agree that the Purchase Order will be issued by Novartis based on the quotation sent by the Supplier, which will be sent by Novartis to the Supplier by email.

2.2.1. The Supplier shall have a period of up to 96 (96) hours from receipt of the Purchase Order to decide on the Purchase Order sent by Novartis. If the Supplier does not state within this period or supplies the good and/or renders the service, he/she will be deemed to have tacitly and fully accepted the Purchase Order and its Terms and Conditions.

3. Price and terms of payment.

3.1. The price and other commercial conditions specified in the Purchase Order (hereinafter referred to as the "Price") are final and binding, including each and all costs necessary for the supply of the good and/or the provision of the service subject to the Purchase Order.

3.2. Unless specifically indicated otherwise in the Purchase Order, all costs relating to the transport and/or delivery of the good and/or the provision of the service by the Supplier, at the address indicated by Novartis, are also included in the Price.

3.3. The Price shall be paid in accordance with the period and conditions described in the Purchase Order, once the respective invoice issued by the Supplier has been received and approved by Novartis. The invoice must be sent to Novartis within 2 (two) business days of the date of issue.

3.4. In the event of a delay by the Supplier in dispatching the invoice, in breach of the period stipulated in clause 3.3 above, payment of the Price by Novartis will be automatically delayed in the number of days equivalent to the delay that occurred, without any increase or update in the Price or application of any fine.

3.5. All taxes that may be charged for the supply of the good and/or the provision of the service contemplated in the Purchase Order, must be included in the Price provided in the Purchase Order.

4. Delivery, shipping and execution.

4.1. The Supplier shall immediately inform Novartis in writing of any delay or possible delay in the delivery of an item and/or in the provision of a service.

4.2. The possible acceptance by Novartis of the shipment of the good and/or the provision of the service, outside the timeframe established in the Purchase Order, shall not be considered, in any way, as a waiver of any right to compensation for damages which Novartis may claim by virtue of such delay.

4.3. All documents related to the good and/or service rendered by the Supplier, in accordance with the provisions of the Purchase Order and, where applicable, as good manufacturing practices in the pharmaceutical industry (Current Good Manufacturing Practices – “cGMP”), must be provided to Novartis at the time of delivery of the good and/or service provision by the Supplier. Each individual delivery shall be governed by applicable law.

4.4. Should Novartis detect, during the audit process provided for in Clause 9 below, the Provider's failure to comply with clause 4.3 above, the Provider shall be subject to payment of a fine, which shall be defined by Novartis.

4.5. The Provider shall bear the costs of packing, freight, reels and insurance, as well as the expenses incurred by Novartis with any refund, correction or recovery of the good and/or provision of the service which, due to a deficiency in production and/or execution, damage to transport, inadequate packing, among others, is not in Novartis' opinion in perfect conditions of use and/or execution.

4.6. The Supplier shall bear and cover all risks for the transport and storage of the good, until its actual delivery and/or provision of the service to Novartis.

5. Property, exclusivity and confidentiality.

5.1. Property of the good shall be transferred to Novartis exclusively and unconditionally, irrespective of the Price Paid.

5.2. Materials, technical specifications, drawings, samples, descriptions or other instructions sent to the Supplier by Novartis shall be used exclusively for this Purchase Order, and in no case may they be used in any application for third parties, nor for any processing, mixing or combination of materials performed by the Supplier on behalf of Novartis but in accordance with its direct instructions.

5.3 Any decrease in the value of the good subject to this Purchase Order or any loss to Novartis, due to the Provider’s failure to meet the obligation under clause 5.2 above, shall incur liability under clause 7.5 below.

5.4. The Provider undertakes to keep confidential of all terms and conditions of this Purchase Order as well as of all information transmitted to and/or made available to the Supplier by Novartis derived from the Purchase Order, including, but not limited to, any and all oral and/or written information of a technical, operational, commercial, legal, know-how, business plans, techniques and accumulated experiences, documents, contracts, documents, studies, opinions, investigations, formulas, samples or Novartis products, which will be considered confidential, restricted and proprietary to Novartis (hereafter referred to as "Confidential Information").

5.5. The Provider undertakes to use Confidential Information only in order to provide the good and/or provide the service indicated in the Purchase Order sent by Novartis.

5.6. No information which is publicly accessible or has legitimately come to the Provider’s knowledge prior to receipt of such information by Novartis shall be considered Confidential Information, without any breach of the confidentiality obligation.

5.7. Having the object fulfilled and the Purchase Order processed, if Novartis requests it, the Supplier shall immediately return any Confidential Information and destroy any copy thereof.

6. Data privacy.

6.1. In the event that the service contemplated by this Purchase Order involves the processing of Novartis Personal Data by the Supplier, the provisions of this data privacy clause shall apply.

6.2. The terms used in this Data Privacy Clause shall have the following meaning: “**Security Breach**” is accidental or unlawful destruction, loss or alteration, disclosure, unauthorized access or acquisition or misuse of Personal Data or any device or support containing Personal Data or any other unauthorized processing of Data

Novartis Personnel; "**Novartis Personal Data**" is any information relating to an identified or identifiable person that is processed by the Provider on an order or upon Novartis instructions under this Purchase Order; "**Data Protection Laws**" are all laws, decrees and regulations of any jurisdiction relating to privacy, security, confidentiality and/or integrity of personal data that are applicable to the Processing of Novartis Personal Data under this Purchase Order; "**Owner**" is the person to whom some of Novartis Personal Data refer; "**To Process**" means any activity carried out on Novartis Personal Data by any means.

6.3. The Provider shall Process Novartis Personal Data in accordance with Data Protection Laws and only to the extent necessary to fulfill its obligations under this Purchase Order. In the event that the Provider considers that the provision of the service or instructions issued by Novartis in this regard infringe Data Protection Laws, the Provider must immediately inform Novartis in writing. Unless specifically stated in this Purchase Order, the Provider may not process Novartis Personal Data for its own or third-party purposes or combine Novartis Personal Data with personal data that the Provider holds in its own databases or receives from a third party.

6.4. The Provider declares that it will not need to transfer Novartis Personal Data to any foreign country which has not been declared appropriate for international transfers of personal data under Data Protection Laws. In the event the Provider needs to transfer Novartis Personal Data to a country which does not comply with the above, it will inform Novartis in writing and implement appropriate transfer mechanisms.

6.5. The Provider shall ensure that only those members of its staff and that of its subcontractors who need it to provide the services contracted herein shall have access to Novartis Personal Data and that such personnel have an obligation of confidentiality and have been adequately trained in matters of privacy and security.

6.6. The Provider shall take all necessary measures to ensure a level of security appropriate to the risk that the Treatment presents to the rights and freedoms of persons, taking into account the state of the art, the implementation costs and the nature, scope, context and purposes of the Treatment. As a minimum, the Provider must comply with the Minimum Information Security Requirements available on https://www.novartis.com/esg/reporting/codes-policies-and-guidelines and any other security measures indicated in this Purchase Order.

6.7. The Provider shall notify Novartis without delay and no later than three (3) days from receipt of any communication received from a Owner regarding his/her rights under Data Protection Laws and/or any request he/she receives from any authority concerning Novartis Personal Data. The Provider must then comply with the Novartis instructions regarding response to such communication or requirement.

6.8. In the event that the Provider will subcontract to third parties, some or all of the services related to the processing of Novartis Personal Data, the Provider must obtain prior authorization from Novartis, who may object to the subcontracting within thirty (30) days of receipt of the Provider's request in this regard. All subcontracting relating to the Processing of Novartis Personal Data must be performed in writing and must contain obligations relating to the confidentiality, protection and security of Novartis Personal Data at least as stringent as those contained in this Purchase Order. The contract shall also provide for monitoring and audit rights in favor of Novartis. In the event that a subcontractor fails to meet its contractual or legal obligations, the Provider shall be fully liable to Novartis for such a failure.

6.9. The Provider shall notify Novartis without delay upon the first suspicion of a Security Gap affecting Novartis Personal Data and shall take all necessary measures to eliminate or contain the exposure of Novartis Personal Data to the Security Gap. The Provider must inform Novartis of the nature of the Novartis Personal Data affected by the Safety Gap, the categories and approximate number of Holders affected and the measures

adopted or proposed to contain the Security Gap. In the event that such information is not available in the first communication, it can be shared subsequently but without delay. The Provider shall assist and cooperate with Novartis in notifying the Holders, authorities and government, as well as with other measures requested by Novartis or required by law. Unless otherwise stated by law, the Provider shall not inform the authorities or the Holders of the Security Gap in relation to Novartis Personal Data if it does not have written instructions from Novartis in this regard. Without prejudice to the above, you may give notice to the police in case there was an intrusion into your premises and/or theft of equipment or documentation.

6.10. The Provider will not create copies of Novartis Personal Data unless specifically authorized in this Purchase Order, with the exception of copies for backup, and provided those backup copies are adequately maintained and monitored. At the conclusion of the provision of services or sooner if Novartis requests it in writing, the Provider must, at Novartis' own expense and at Novartis' discretion: (a) delete all Novartis Personal Data and certify to Novartis that it has done so; or (b) return Novartis Personal Data to Novartis and delete all copies thereof in its possession. In the event that the Provider is required to retain Novartis Personal Data to fulfill any legal obligation, the Provider must limit the processing purposes to compliance with that obligation and remove the data as soon as possible in accordance with law.

6.11. Novartis contact details regarding the provisions of this clause are: dpo.argentina@novartis.com and in case of Security Gap: +420 225 775 050 (backup number: +420 225 850 012), Email: soc@novartis.com. The contact data of the Provider for topics related to this clause are indicated in the Purchase Order; in the case that there are no data specific to privacy and/or security topics, it will be the generic contact for topics related to the provision of the services.

7. Non-compliance, quality, inspection obligations.

7.1. In the event of any concealed defects or defects and/or breach of the provisions of this Purchase Order and/or any specifications, standards, drawings, samples, descriptions or other indications submitted by Novartis concerning the quality or property of the good and/or service rendered, or any breach of the obligation by the Supplier, Novartis rights shall be governed by applicable law, except as expressly provided otherwise in this Purchase Order.

7.2. The Supplier declares and warrants that the good being the subject of this Purchase Order and/or all products and materials used for the provision of the service contracted by Novartis are free from any defect and shall take into account all specifications, standards, drawings, samples, descriptions or other instructions given by Novartis and agreed between the parties. The Provider warrants that the import, storage, sale and conventional use of the goods shall not infringe any third party patent or intellectual property rights.

7.3. The Supplier shall comply with all laws, regulations and/or regulations applicable to the subject matter of this Purchase Order.

7.4. Novartis will be responsible for carrying out its inspection process (sampling inspection) which will include visual inspection, delivery documents and quality control.

7.4.1. Should Novartis identify any hidden defect and/or defect in the good object of this Purchase Order, the Supplier shall be liable in the terms indicated in clause 7.5 below.

7.5. The Supplier shall be liable for damages to Novartis due to any breach of this Purchase Order, concealed defects and defects and/or failure to meet specifications and other proven technical instructions.

8. Additional obligations of the supplier.

8.1. Third party risk management.

8.1.1. Novartis expects the suppliers with whom it operates to abide by the laws and adopt the business ethical principles set forth in the Novartis Code of Third Parties. The Third Party Code

Novartis and other supplier-related codes, policies and guidelines (hereafter referred to as “Novartis Third Party Standards”) are available on the website: https://www.novartis.com/supplier-portal.

8.1.2. Suppliers shall be familiar with Novartis Third Party Standards and shall provide all required information by Novartis in relation to its practices: Labor Rights, Health, Safety, Environment, Animal Welfare, Anti-Corruption, Unfair Competition, Data Privacy and Information Protection, Responsible Minerals, GMP Quality, Trade Sanctions and Export Controls in the required manner. Novartis (or third party specialists), shall have sufficient and appropriate access to audit compliance with these third party standards.

8.1.3. Suppliers shall make their best efforts to remedy identified non-conformance cases and shall report to Novartis on the progress of these cases, where necessary. In Novartis sole discretion, failure to follow these rules of conduct by the Provider shall give Novartis the right to terminate the business relationship derived from this Purchase Order, without the Provider having the right to payment of any compensation, fine or compensation. The Provider confirms that they have read and understood all Novartis third party standards.

8.2. Anti-corruption.

8.2.1. In exercising its rights and in carrying out its obligations under this Purchase Order, the Provider: (i) Shall comply with all applicable laws and regulations, including those related to the fight against corruption. (ii) Must comply with all industry standards, applicable to this Purchase Order. (iii) Must comply with all Novartis policies and guidelines relating to the activities of this Purchase Order, including Novartis Global Anti-Corruption Policy and any other related guidelines or policies, as well as periodic updates and modifications. In the event that Novartis issues further guidelines or policies relating to the Supplier's activities under the Purchase Order, Novartis will provide to the Supplier a copy of those documents, and the Supplier shall fully comply with those guidelines and policies thereafter. The Supplier confirms that it has read and understood the above-mentioned Novartis policies and guidelines; and (iv) will comply with its obligations under this Purchase Order, with high ethical and moral standards of business and personal integrity.

8.2.2. The Supplier shall be responsible for the anti-corruption training of all employees involved in activities related to this Purchase Order, where applicable. Training should include applicable anti-corruption legislation and other rules laid down in Novartis Global Anti-Bribery Policy. At the request of Novartis, a copy of the training as well as the attendance list of its trained employees (including the name and qualification of the person responsible for the training) should be made available by the Provider immediately.

8.2.3. The Supplier certifies that the information provided in the "Third Party Questionnaire" published prior to the execution of this Purchase Order, if applicable, is accurate and complete. The Provider undertakes to inform Novartis of all relevant changes to the information provided in the "Third Party Questionnaire", once a relevant change has occurred.

8.2.4. Failure by the Provider to meet any of the obligations under this clause shall be considered a material violation of these Terms and Conditions and Novartis shall therefore have the right to immediately terminate or resolve the relationship with cause.

8.3. Compliance and non-existence of a job bond.

8.3.1. During the performance of the subject matter of this Purchase Order, the Supplier shall comply with all Novartis safety regulations and instructions, as well as with applicable legislation.

8.3.2. The Supplier shall ensure that all its employees who perform work at the Novartis facility are suitably trained, identified by a plate and uniformed under the name of the Supplier. The Provider shall further ensure that its employees use all personal protection requirements required by applicable law, which must be provided by the Provider.

8.3.3. The Provider shall immediately replace any employees deemed by Novartis to be inappropriate for services, at Novartis sole discretion, without any justification.

8.3.4. No employment relationship or liability is established under this Purchase Order for Novartis to personnel that the Supplier employs for the supply of goods and/or the provision of services now contracted, at the exclusive account of the Supplier, solely responsible as employer, for all expenses with such personnel, including charges arising under applicable law, whether labor, social security, security or any other applicable law.

8.3.5. Regardless of the above, if the Provider's employees file a labor lawsuit or any other judicial action or out-of-court proceeding against Novartis, the Provider is obliged to apply to the courts for the exclusion of Novartis, assuming all the burden arising from such possible proceedings, including full payment of all amounts Novartis may be convicted of, including, but not limited to, the amounts established by the Court or Court as well as extra-judicial fees and charges, subject to the fact that in failing to do so, Novartis shall be entitled to terminate this Purchase Order, as well as require the Provider to pay a compensation fine equivalent to the amount for which Novartis was convicted by being this amount updated with the applicable legal increments. The Provider is deemed to be the sole and exclusive employer, responsible for any court complaint or out-of-court proceeding.

8.3.6. The Provider, if he is a health care professional, declares, for all purposes, that this agreement shall in no way exert any influence or prejudice his independence with respect to the exercise of his activities and professional capacity.

8.4. Prohibition of subcontracting.

8.4.1 The Provider may not delegate or subcontract any of its obligations under this Purchase Order without the prior written consent of Novartis, such consent being in Novartis' sole discretion. If Novartis grants such authorization: (i) The Provider shall remain fully responsible for the performance of its obligations herein; and (ii) The Provider shall be exclusively responsible for all costs associated with any delegation or subcontracting agreement.

9. The right to audit.

9.1. Novartis shall have the right, at any time and at its own cost, to audit supplier records to ensure compliance with this Purchase Order, including without limitation the provisions of the privacy clause, as well as its compliance with applicable law and to confirm all necessary payments made by Novartis.

9.2. Novartis may designate an auditor to perform the audit and if so, the designated user shall be subject to confidentiality obligations with respect to the analysis of all Novartis Confidential Information and/or Provider Information.

9.3. Novartis must send to the Supplier 15 (fifteen) days in advance a written notification informing its intention to perform an audit (hereafter referred to as "Audit Notification") in order to perform the audit. Upon receipt of the Audit Notification, the Provider undertakes to provide full cooperation to Novartis and/or the designated auditor, as appropriate, by granting access to all documents and materials relevant to this contract, as requested. The refusal or obstruction by the Provider to perform the audit of its records shall be considered a material violation of this Purchase Order and warrants Novartis the right to immediately resolve the relationship with the Supplier.

10. Intellectual property.

10.1 As long as the Provider assigns and transfers to Novartis the copyright, image, voice and/or content, these may be used by Novartis in any manner and in any medium, existing or created, including, but not limited to, transmission, retransmission, exhibition without in the Argentine Republic or abroad, free exhibition to the general public, for disclosure of any

purpose; and its use in whole or in part, together with other Novartis materials, for use in any medium or medium.

10.2 Any assignment and transfer of copyright, image use, voice and/or content from the Provider to Novartis shall be made free of charge, unless otherwise directed in writing by the Provider.

10.3. Novartis shall ensure that the Provider is mentioned as the author of the disclosed content, and shall ensure the regular and ethical use of the image and voice only in the manner foreseen in the agreement signed between Novartis and the Provider.

10.4. The Provider authorizes any change in the graphic design of the released material, without modification of the content.

10.5. The Supplier declares, for all purposes, that this Purchase Order shall not exert any influence or endanger its independence with respect to the exercise of its activities and professional capacity.

10.6. The Provider declares that this Purchase Order does not involve any conflict of interest related to applicable law.

10.7. The Provider declares and warrants that it is the sole and legitimate owner of all content that is made available to Novartis or that it possesses appropriate authorization from third parties for the use of this content.

10.8. The Provider is responsible for any claim or demand that may be made against Novartis based on intellectual property rights including, but not limited to, copyright and/or copyright subject to this Purchase Order.

11. Pharmacovigilance. Adverse Event Reports.

If the Provider becomes aware of an Adverse Event in a patient on treatment or receiving any Novartis product, it should be reported to the Patient Safety department within the first twenty-four (24) hours of learning of it. The Provider should report all Adverse Events regardless of the Provider's causality assessment of the reporter. The Provider will report the adverse event to Patient Safety using the following routes:

- E-mail: farmaco.vigilancia@novartis.com
- Via web: www.novartis.com/report

For the purpose of this clause, an **Adverse Event (AE)** is any untoward medical occurrence in a patient or subject in a clinical study being treated with a Novartis medicinal product (i.e. a medicinal product and/or medical device) and which does not necessarily have to have a causal relationship with this product. Therefore, an adverse event can be any unfavorable and/or unintended sign (e.g., laboratory abnormality), symptom, or disease temporally associated with the use of a Novartis product, regardless of whether it is considered related or unrelated to the product.

Additionally, all **death** cases **and the following special scenarios** described below are also reportable to the Pharmacovigilance area in the same way as AEs:

- Laboratory findings with results outside the reference range (with or without associated symptoms).
- Drug-drug or drug-food interactions (with or without symptoms)
- Pharmacokinetic interactions with the only effect being a change in the plasma concentration of the medicinal product.
- Overdose (with or without symptoms).
- Lack of efficacy or lack of expected therapeutic effect (as defined in the product labeling).
- Product abuse or misuse (e.g. longer use days than indicated, incomplete doses) (with or without symptoms).

- Dependence, drug product addiction (with or without symptoms).
- Medication errors (e.g. product maladministration or device use; occupational exposure, accidental exposure, dispensing or prescription errors) (with or without symptoms):
- Exposure in pregnancy (with or without knowledge of the outcome) and use of a product during lactation.
- Discontinuation reaction/syndrome or rebound effects (with or without symptoms).
- Disease progression and/or aggravation (with or without symptoms).
- Off label use (use outside of locally approved indication, e.g. use in another indication, use in children, although not recommended, and similar).
- Unexpected beneficial effect (i.e. beneficial effect not related to the indication for which the product is indicated).
- Transmission of infectious agents via a medicinal product.
- Treatment non-compliance with AEs/associated special scenario.

12. Termination.

12.1. Novartis may terminate the relationship under this Purchase Order at any time with immediate effect, by notification in writing to the Supplier, in the cases expressly provided in the Purchase Order, as well as in cases of (i) breach by the Supplier of clauses relating to compliance with law and/or intellectual property rights; (ii) Change in the Control of the Supplier; and (iii) bankruptcy or bankruptcy of the Supplier's creditors.

13. General provisions.

13.1. Unless expressly provided otherwise, failure by a party to seek timely compliance with any of the present provisions or to exercise any of the rights set forth herein shall not be considered a waiver of these provisions, nor shall it constitute a novation or in any way affect the future exercise of such right.

13.2. The relationship derived from this Purchase Order shall be governed and interpreted in accordance with the laws of the Argentine Republic. In the event that any provision hereof is deemed null and/or ineffective, the validity and effectiveness of the remaining provisions shall not be affected, while remaining in full force and effect.

13.3. The Provider may not assign or transfer any rights or obligations resulting from these Terms and Conditions without the prior written consent of Novartis.

13.4. These Terms and Conditions and their corresponding Purchase Order constitute the only valid agreement between the Parties.

13.5. The Provider declares and warrants that it is not employed by government companies, state or controlled companies, public agencies or public bodies, including government-controlled medical or healthcare institutions whose position or performance permits any type of influence or improper promotion of Novartis businesses, primarily related to public tenders and purchases.

13.5.1. If the Provider has held or occupied a public position within the last 6 (six) months in the manner described in clause 13.5 above, during the term of the relationship, the Provider shall immediately inform Novartis in writing, subject to termination of the relationship.

13.5.2. The Provider shall immediately notify Novartis in writing if it moves into a position with power of influence over purchase and hiring decisions in a government entity or institution involved in health care owned or controlled by public authorities.

13.5.3. Should the event described in clause 13.5.2 above occur, Novartis shall have the power to terminate the relationship immediately by simple written notification to the Supplier.

13.5.4. If Novartis decides not to terminate the relationship, or if the obligations already assumed by the Supplier towards third parties make it impossible to terminate immediately the existing relationship between the Parties, the

The supplier shall immediately notify the department responsible for its employment with the government entity of the existence of the relationship derived from this Purchase Order with Novartis.

13.6. If the provision of services is subject to professional regulations requiring the approval of a professional organization/association and/or public entity, it shall be for the Provider to ensure that such approval is obtained prior to the provision of any of the contracted services. Evidence of such obtained approvals must be provided in writing by the Supplier at Novartis' request.

14. Applicable Law, Jurisdiction and Domiciles.

14.1. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Argentine Republic.

14.2. The Parties agree to submit any dispute or dispute to the National Courts with competence in Commercial matters seated in the Autonomous City of Buenos Aires, Argentina, expressly waiving any other jurisdiction or jurisdiction that may correspond.

14.3. The Parties constitute an address in the cases indicated in the Purchase Order.