

General terms:

Unless there is an agreement between the parties, this purchase order represents the entire agreement and understanding between the parties and supersedes all documents or verbal consents or understandings (if any) given or made between the parties prior to the date thereof. If there is an agreement between the parties, such agreement shall prevail in the event of any conflict between a substantive provision of the agreement and the terms of this purchase order.

None of the terms of this purchase order may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.

The Provider shall provide the services described in this purchase order (the "**Services**") to Novartis' full satisfaction and in the most efficient and professional way, all in accordance to Novartis' guidance, and according to the key performance indicators and schedule agreed by the parties. Provider is competent and qualified to perform the services to professional industry standards.

Delivery terms: products / service should be provided within the timeframe set out in this purchase order. If there is an expected delay in supply, the supplier must inform Novartis two weeks prior to the original delivery date.

In case the products/ service are not delivered to Novartis within the timeframe set out in this purchase order, Novartis may cancel the purchase order without any payment or compensation and the provider shall have no claim or demand against Novartis in connection with such cancelation.

Payment schedule: Novartis makes payments every Tuesday. If the payment is not made in the payment terms specified above, please contact accounting department.

Legal dispute: Any dispute arising out of this purchase order shall be discussed exclusively by the competent courts of Tel Aviv, Israel, and according to the laws of the State of Israel.

Invoice: After delivering the Services the Provider shall provide an invoice to Novartis. The invoice must contain: (i) the Provider's name and address; (ii) the Services to which the invoice relates, the dates of such Services and the Novartis' purchase order number; (iii) the amount invoiced; (iv) the Provider's VAT number, if applicable; (v) the Provider's bank account information; (vi) Novartis contact person; (vii) attach a valid tax invoice approval bookkeeping and a valid tax withholding certificate, and any other relevant information as required by Novartis.

Additional terms:

1. In providing the services specified in this purchase order the Provider accepts and agrees to the terms and conditions herein.
2. Provider warrants that it holds all applicable approvals, authorizations and permits required by law for providing the Services, and that the Provider has no obligations to any third party which might be in conflict with the obligations under this purchase order. Provider shall comply with all applicable laws and regulations in the performing of the Services.
3. Provider shall hold Novartis entirely free and harmless from any liability, cause of action, or claim which may be filed by any third party arising from Provider's failure to comply with any law, rule or regulation (which is now in effect or which hereafter may be enacted) in the performance of the Services. Provider shall hold valid and adequate insurance to cover its liability under this purchase order.
4. This purchase order shall be effective for the performance of the Services, unless was cancelled beforehand by a written notice of 30 days, by either party.
5. The parties expressly declare that no employment relationship exists between Novartis and the Provider, its employees and any one on its behalf. The Provider is not entitled to sublicense or subcontract any of its obligations under this purchase order without the prior written consent of Novartis.
6. The Provider may not assign its rights and obligations under this purchase order without the Novartis' prior written

consent.

7. Confidentiality And Data Protection 7.1. Provider undertakes to keep all information, data and documents disclosed to it and any one on its behalf, deliberately or unintentionally throughout the provision of the Services (the "**Information**") in strict confidence, without any time limitation. Provider undertakes that the Information will be used exclusively for the purposes of the Services.

7.2. The limitations in this Section shall not apply with respect to Information which is already generally available to the public, or was already in the possession of Provider prior to the beginning of providing services to Novartis, as long as it was obtained legally and without breaching confidentiality obligations.

7.3. Upon the termination of the services provided to Novartis, or expiry of this purchase, order, Provider shall return to Novartis all copies of and extracts from the Information.

7.4. Should the Provider be exposed to personal data or sensitive data, as such terms are defined in the Data Protection law of 1981 and its regulations, including the Privacy Protection Regulations [Data Protection] 2017 (the "**Law**" and the "**Regulations**", respectively) throughout the provision of the Services, the Parties undertake to comply with all legal obligations in connection with the handling of such data, and hereby agree and represent that:

7.4.1. Provider may process personal or sensitive data only as necessary for the provision of the Services herein, and shall use the minimal amount of personal or sensitive data required for performing its obligations hereunder;

7.4.2. The Parties shall implement appropriate security and data protection mechanisms in connection with personal or sensitive data;

7.4.3. In the event of a security breach involving any personal or sensitive data obtained by Provider in connection with the performance of its obligations hereunder, Provider shall immediately inform Novartis of the breach, and provide Novartis with appropriate details regarding the breach; and

7.4.4. The Parties acknowledge, that in connection with the provision of the Services, each of the Parties may provide the other Party with certain personal data regarding the disclosing Party's employees, namely contact information (such as name, email address and phone number), as necessary and appropriate to facilitate the provision of the Services. The Parties undertake to keep such data confidential, and to use such data only as necessary and appropriate in connection with the Services, or as otherwise permitted under applicable law.

7.5. According to the Law and its regulations, The Provider hereby agrees that Novartis keeps details as provided by The Provider to be kept in a secured database and to be accessed by functions in Novartis for management of the Services and bookkeeping purposes, all according to the law.

8. Intellectual property previously owned by each party prior to the engagement between the parties shall remain the intellectual property of such party. All intellectual property provided to Provider by and/or on behalf of Novartis, which is owned by or licensed to Novartis prior to being provided to Provider, shall remain the property of Novartis. Provider shall acquire no right, title or interest in such property. Novartis shall be the owner of all intellectual property produced or developed by Provider or its collaborators which are obtained as a result of activities in pursuance of this purchase order, and the Provider shall acquire no right in such results.

9. Novartis 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 with specific third parties that Novartis deals with. In connection with the above, in exercising its rights and performing its obligations herein throughout the provision of the Services, Provider will:

9.1. Company with the Third Party Code (and any published updates), as shown in the following link: "<https://www.novartis.com/sites/www.novartis.com/files/novartis-third-party-code.pdf>"

9.2. Having regard to Section 10.7 of the Third Party Code, Provider shall provide information/documentation on reasonable request to Novartis in order to verify compliance with the Third Party Code in the form requested.

9.3. Rectify identified non-compliances with the Third Party Code (where capable of remedy) and report remediation progress to Novartis on request.

9.4. Ensure that where Provider uses subcontractors or agents, these subcontractors or agents have been pre-approved by Novartis to provide the Services, that such subcontractors or agents were provided with the Third Party Code and that they comply with the above requirements relating to the Third Party Code.

9.5. Provider acknowledges and agrees that the Third Party Code forms an integral part of the engagement with Novartis and understands that failure to adhere to these standards and/or obstructing/refusing Novartis' audit rights as stated in the Third Party Code shall constitute a material breach of its obligations towards Novartis which shall entitle Novartis to immediately terminate the engagement with the Provider without any compensation.

10. The Providers represents that none of its employees are public officials, agents or representatives of the government or any political party, and undertakes not to transfer, directly or indirectly, any payment or provide any valuables from the payments under this purchase order to any public official, agents or representatives of the government or any political party.

11. Neither Party shall have the right to use the other party's name and logo without the other party's prior written approval.