

I have read the Confidentiality and Network Access Terms (the **Terms**) below for the protection of Confidential Information (as defined in the Terms) relating to Novartis and agree to comply with the Terms.

### **Network Access and Confidentiality Terms (the Terms)**

Novartis AG (together with its affiliates, **Novartis**) has signed or will sign certain agreements and entered into or will enter into certain arrangements with Sandoz to effect the spin-off of the Sandoz business (the **Business**) into a separate group held by Sandoz Group AG (together with its affiliates, **Sandoz**).

To enable the separation and transition of the Business from Novartis to Sandoz, Novartis has agreed to grant you, as an employee, consultant or contractor of Sandoz (**you**) access to the intranet and/or certain other software, applications, networks, databases, hardware, technology and/or computer-based resources of Novartis (the **Novartis IT Systems**) for the time period agreed between the parties or as otherwise permitted by Novartis (in each case, the **Access Period**).

As a result of such access and other arrangement(s) between Sandoz and Novartis, you will have access to non-public data and information relating to Novartis (**Confidential Information**). Some of that Confidential Information may be data or information that Sandoz is not entitled to use under the agreements between Sandoz and Novartis (**Novartis Proprietary Information**).

As a condition to Novartis granting such access to you, you agree to the following:

1. You will use the Novartis IT Systems and any Confidential Information (excluding the Novartis Proprietary Information) you acquire solely for the purposes of running the Business and effecting the separation and transition of the Business from Novartis (collectively the **Purposes**).
2. You may only disclose the Confidential Information (excluding any Novartis Proprietary Information) you acquire during the Access Period to Sandoz employees, Novartis employees, other personnel transitioning to Sandoz or any other third parties notified to you by Sandoz, in each case who need to know such information to carry out the Purposes.
3. You agree not to use or, except to the extent required by applicable law and regulation, disclose any Novartis Proprietary Information, without the express written permission of Novartis.
4. You agree to:
  - a. comply with Novartis's IT security guidelines, policies and procedures, as provided by Novartis and in particular: [Information Management Policy \(novartis.net\)](#); [Technology Guideline \(novartis.net\)](#); [Managing Novartis Data Guideline](#) (comprised in the Information Management Framework) and the [Protecting Novartis Information Global Guideline](#) for End Users as well as new/updated security guidelines, policies and procedures communicated by Novartis from time to time;
  - b. comply with the terms of any end user licence agreements relating to the Novartis IT Systems; and
  - c. not make copies of any software or application that is made available to you on the Novartis IT Systems (the **Software**) except as permitted in writing by Novartis and not permit access to, or use of, any Software by any unauthorised third parties.
5. You may copy Confidential Information (but not the Novartis Proprietary Information) only to the extent necessary to carry out the Purposes or with the express written permission of Novartis.
6. Novartis reserves the right to undertake the following, in each case in accordance with the terms of its internal policies and procedures applicable to users of its IT systems (and any new/updated applicable policies and procedures communicated by Novartis from time to time): (a) monitor at all times any user activity on the Novartis IT Systems; (b) audit compliance by you and any other users with these Terms; and (c) terminate the access granted to you at any time for failure to comply with these Terms or for any other material reason, the effect of which may impact Novartis's IT security or its business, as reasonably determined by Novartis.
7. Following the end of the relevant Access Period or at any other time that Novartis may specify (in accordance with the relevant agreement(s) between Novartis and Sandoz relating to the Purposes) in relation to the Confidential Information (including any Novartis Proprietary Information), you shall: (a) as instructed by Novartis, return to Novartis or destroy and/or delete all copies such Confidential Information in your possession; and (b) stop accessing the relevant Novartis IT Systems or such Confidential Information.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

5-2-1 ID \_\_\_\_\_

NB Signature block only relevant where electronic acknowledgement is not possible or is not received.