Your Obligations

Principles and Policies

- You are aware of Novartis' obligations under the current version of the Medicines New Zealand Code of Conduct (and equivalent Codes in Your country of origin and the country in which the Activity is undertaken) and You will not do anything that would result in Novartis being in breach of any such Code. In particular, You will not engage in off-label promotion of a Novartis product
- You agree that any payment to You under this Agreement is not intended to influence any decision You make as a health care professional, including Your decision on the prescribing of products
- You confirm that You have not offered, promised or paid, either directly or indirectly, any benefit to a Government official (including, but not limited to, a healthcare professional employed by a government-owned healthcare facility) to induce such Government official to act in any way in connection with his or her official duties with respect to the Activity performed under this Agreement or to otherwise obtain an improper advantage for You or Novartis
- You must disclose to relevant audiences and in relevant publications or presentations relating to the Activity, any financial support or assistance You have received from Novartis or any relationship You have with Novartis, as required by law or which a reasonable and ethical person would expect to be disclosed in the circumstances
- You confirm You have not been debarred or disqualified from the practice of medicine under applicable law or regulation and You will immediately inform Novartis if this happens at any time after this Agreement is signed
- You are aware of Novartis' obligations for adverse event reporting in accordance with all local laws and regulations

Undertaking the Activity

- You are undertaking the Activity for or on behalf of Novartis independently and not as an agent or employee of Novartis
- You will undertake the Activity personally and will not sub-contract performance of it (or part of it) to someone else, without Novartis' prior approval
- You agree that there is no conflict of interest in You undertaking the Activity
- In the event Novartis has disclosed any confidential information to You, You agree to keep that information confidential
- You will undertake the Activity diligently, with all necessary skill and care, and within the timeframe specified in this Agreement or otherwise notified to You by Novartis
- You agree to comply with all relevant laws that apply to You in the performance of the Activity
- If required, You must seek Your employer's approval in accordance with the conditions of Your employment. You must immediately inform Novartis if Your employer refuses to grant approval. The Agreement will not commence until Your employer has granted approval to You. Any amounts inadvertently paid to You prior to approval must be refunded to Novartis

Presentations and Recordings (if applicable)

- You agree to permit Novartis Medical personnel to review material You intend to present at least 2 weeks prior to the Activity and in any case before the presentation
- You agree to a recording of Your presentation being made by Novartis (or entities engaged by Novartis). You grant Novartis (and its affiliates) permission to use the recording, together with any biographic material or

- other relevant information concerning your presentation
- You permit Novartis (and its affiliates) to use and reproduce that material (and any recording of the Activity), without charge, in any media for any Novartis related purpose which may include, without limitation, internal and external websites and social media channels, advertising, promotion and marketing
- You promise to Novartis that Your presentation will not infringe the moral rights or copyright of any third party
- You agree to disclose the Novartis sponsorship contribution in any presentation by You

Privacy and Disclosure

- You consent to Novartis (and entities engaged by Novartis within and outside New Zealand including: Switzerland, Ireland, India, France and others) collecting, storing and using (including disclosing) Your personal information, for the purposes of carrying out the Activity, the administration of this Agreement, verifying your status as a healthcare professional, compliance with Novartis' legal and best practice obligations and asking you about the types of information You would like to receive in the future
- You acknowledge that Novartis (and entities engaged by Novartis within and outside New Zealand) will collect, store and use (including disclose) Your personal information, for the purposes of complying with any reporting and disclosure obligations of Novartis under the current version of the *Medicines New Zealand Code of Practice* and the *Medicines New Zealand Guidelines for Disclosure of Transfers of Value from Pharmaceutical Companies to Healthcare Professionals* and equivalent codes or laws where the Activity may be undertaken or this Agreement is performed (collectively the **Disclosure Obligations**). In signing this Agreement, You acknowledge that Novartis will publish personal information about You and any Transfer of Value (**TOV**) made to You on its website to comply with the Disclosure Obligations (or on websites where it is required to be published under the Disclosure Obligations) including but not limited to the following information:
    - Your name and profession
    - Your business/practice address including region
    - A description of the Activity You undertook under this Agreement
    - The amount of the financial payment (or other TOV) You received from Novartis under this Agreement for this specific Activity
    - The amount of air travel, accommodation costs (room rate), registration fee and any other amount required to be disclosed under the Code paid by Novartis and/or reimbursed to You for You to undertake the Activity
    - Any financial payments (or other TOV) made to third parties as directed by You in relation to this Agreement
- In accordance with the Disclosure Obligations, if You are a HCP registered to practice under a law of New Zealand, You will be provided with a statement detailing the information listed above and the TOV to be disclosed. You will be entitled to review and confirm or correct Your personal information prior to publication by Novartis on its website
- Your personal information will be handled at all times in accordance with New Zealand privacy

legislation. Subject to the other privacy obligations mentioned, Your personal information will be handled in accordance with Novartis' Privacy Policy (available at: http://www.novartis.com.au/privacy-policy)

Patient Safety

(Adapted from FRM-8034979 v2.0)

- You must report any adverse event relating to a Novartis product identified during the Activity to Novartis Patient Safety **within twenty-four (24) hours** of becoming aware of it. You can contact Novartis Patient Safety via the below:

  e-mail: patientsafety.aunz@novartis.com
  Ph: 1800 814 677 (Australia) 0800 650 555 (New Zealand) / +612 9805 3439
  Fax: 1800 650 493 (Australia) 0800 650 493 (New Zealand) /+612 8874 2306
  Online: Pharmacovigilance Intake (PVI) website: www.report.novartis.com

- Novartis will confirm receipt of Your report. You must immediately re-send the report, or contact Novartis Patient Safety, if a confirmation of receipt is not received within 24 hours or next business day of initial transmission

- The information You provide to Novartis Patient Safety will be treated in accordance with local laws and the Novartis Privacy Policy, and may be processed and stored on servers located in jurisdictions outside of the country in which it was collected.. You agree that Novartis Patient Safety may follow-up to collect further information from You in relation to Your report. Novartis may share Your report with health authorities, pharmaceutical companies (with whom Novartis has a relevant license agreement), or other third parties engaged by Novartis to meet its regulatory requirements for reporting safety information in relation to its products

- You will not be precluded from independently reporting any adverse events to a health authority in your capacity as a healthcare professional

- For the purposes of this section:

  - **"adverse event"** or "**AE**": any untoward medical occurrence in a patient or clinical-trial subject administered a medicinal product and which does not necessarily have to have a causal relationship with this treatment. An adverse event can therefore be any unfavorable and unintended sign (e.g. an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether considered related to the medicinal product.
    Safety cases of death without known cause and the following special case scenarios are handled the same way as AEs: laboratory findings outside a published reference range (without symptoms), drug-drug or drug-food interactions (with or without symptoms), kinetic interactions in which the only effect is a change in drug plasma concentrations, transmission of infectious disease via medication, lack of efficacy or lack of expected therapeutic effect (as defined in the product label), pregnancy exposure (with or without outcome) and drug use during lactation, overdose, drug abuse and misuse (with or without symptoms), drug dependence/addiction, medication errors (e.g. accidental exposure, occupational exposure, dispensing/prescribing errors or drug maladministration (with or without symptoms), disease aggravation and disease progression (with or without symptoms), withdrawal reaction/syndrome and rebound effect and unexpected beneficial effect (i.e. beneficial effect that is not related to the indication for which the product was given).

    Off-label use is also handled as an AE when associated with an AE or special case scenario, occurs during pregnancy, occurs during breastfeeding, or if specified.

    Treatment non-compliance is also handled as an AE when associated with an AE or

special case scenario.

- **"products"** includes any medicinal treatment (including a biological medicine) or medical device marketed by a division of Novartis: Innovative Medicines (comprising Pharmaceuticals and Oncology) and Sandoz.

Administrative arrangements

- To the extent that the Activity involves travel for or on behalf of Novartis, such travel will be covered under Novartis' global travel insurance policy. If You travel for personal reasons either before, during or after the Activity, You agree to arrange appropriate travel insurance and/or other coverage in relation to any such personal travel

- You agree not to vary any arrangements relating to the Activity without Novartis' prior approval

- Subject to the below, this Agreement will end when You have completed the Activity and complied with all other obligations under this Agreement. Obligations which are capable of applying after the end of the Agreement will continue to apply, including: Your obligation of confidentiality, Novartis' right to store and use Your personal information for the administration of future Activities, and permission to reproduce Your presentation material and recordings without charge

- If Novartis decides to cancel the Activity (without cause) or the Activity is cancelled by a third party:
    - Novartis will pay for expenses You have reasonably incurred (or for which You are contractually liable) as at the date of cancellation;
    - You must not use any airfares, accommodation, transfers or other entitlements, even though those amounts may have been paid by Novartis;
    - No honorarium will be paid if the cancellation occurs 14 days or more from the date of the Activity, otherwise the honorarium payable will be as follows:
        - 50% of the honorarium will be paid if the cancellation occurs within 3 and 13 days of the Activity;
        - 100% of the honorarium will be paid if the cancellation occurs within 2 days of the Activity
- Novartis may terminate this Agreement and cancel the Activity without any liability to You, if You are in breach or threatened breach of this Agreement, including the privacy obligations set out above
- You authorise Novartis to generate and send invoices to You on Your behalf. If Novartis generates and sends invoices to You, You agree that you will not issue an invoice to Novartis. If Novartis agrees to accept invoices from You, they must be valid for tax purposes. You must also provide all reasonable information and assistance to enable Novartis to comply with relevant laws and prudent commercial practice concerning payments. Any invoices You submit to Novartis must be in the name of the individual or entity noted in the cover letter
- Withholding tax may apply as per local regulations and, when due, may be deducted from the total amount payable by Novartis under this Agreement. You acknowledge and confirm Novartis is not responsible for any accounting decisions or errors You make with respect to payment