CONSULTANCY AGREEMENT

This consultancy agreement (**"Agreement"**) is entered into as of December 9th 2014 (**"Effective Date"**) between Novartis Farma S.p.A., located at Largo Umberto Boccioni 1, 21040 Origgio (VA), Italy (**"Novartis"**) and **Danish Myeloma Foreningen** (Patient Organization), located at Dalen 5, DK 4300 Holbæk, Denmark (**"Patient Organisation"**)

1. THE SERVICES

Patient Organisation agrees to provide the consultancy services described in **Annex 1** attached hereto (the **"Services"**). At this purpose, Patient Organisation appoints Mrs **Bibi Moe** to provide the services described in Annex 1 attached here to (the "Services"). Mrs **Bibi Moe** acting on behalf of the Patient Organisation has special expertise that the Patient Organisation wishes to provide as a service to Novartis. Mrs **Bibi Moe** may not be replaced by the Patient Organisation without the prior written consent from Novartis.

1.1 If the parties should so determine, in the sole and absolute discretion of each, Patient Organisation shall also provide additional services which shall be outlined in individual work orders as may be mutually agreed between the parties in writing from time to time (**"Work Orders"**). For clarity, unless mutually agreed between the parties in a duly signed Work Order, there is no obligation on the part of either party to provide or pay for (as applicable) any additional services.

Such Work Orders shall contain a description of the additional Services to be performed by Patient Organisation, compensation for the additional Services, and any remaining commercial terms not dealt with by this Agreement. It shall be signed by the parties and attached to and incorporated into this Agreement. Work Orders will be subject to the terms of this Agreement except as otherwise indicated therein.

1.2 Patient Organisation warrants that it shall provide the Services in accordance with the terms of this Agreement. Patient Organisation further warrants that it shall provide the Services in a timely and professional manner, in conformance with that level of care and skill ordinarily exercised by other professionals in similar circumstances, and in compliance with all applicable laws (including, without limitation, anti-bribery laws), regulations, and professional codes.

2. FEES & EXPENSES

2.1 In consideration of the Services performed by Patient Organisation, Novartis agrees to pay to Patient Organisation the consultancy fee(s) and expense(s), as applicable, described in **Annex 2**, plus any VAT or other withholding tax legally required. Social security contributions, where applicable, will be deducted. Any fees and expenses to be paid for additional Services will be set forth in the respective Work Order.

2.2 Patient Organisation acknowledges and agrees that:

(a) the compensation received for the Services is consistent with the fair market value in arm's length transactions;

(b) all amounts received are only for legitimate expenses, reimbursement of such expenses or compensation for the performance of the Services; and

(c) receipt of such amounts is in full accordance with all applicable laws, regulations and industry codes and policies.

2.3 Except as specified in this Agreement or any subsequent Work Order, Patient Organisation shall receive no other payment or reimbursement from Novartis for or in connection with the Services. In particular, it is Patient Organisation's sole responsibility to ensure that it has adequate insurance in relation with the Services it shall provide under this Agreement.

3. PAYMENT AND INVOICING

3.1 Patient Organisation shall send invoice(s) according to the payment schedule and instructions specified in this Agreement.

3.2 **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.**, on behalf of Novartis, shall pay all undisputed amounts within sixty (60) days following receipt of the applicable invoice. No invoice shall be paid unless such invoice includes a sufficiently detailed breakdown of the Services performed, with details of time spent and date(s) of performance.

3.3 In case Patient Organisation did not invoice VAT in accordance with applicable laws, Novartis agrees to pay all or part of such VAT still due, with the exclusion of any late interest or other penalties and provided that Patient Organisation provides Novartis with a VAT-compliant invoice and the VAT refund is not time-barred.

4. INTELLECTUAL PROPERTY AND OWNERSHIP

4.1 Intellectual property shall include all rights, titles and interest in and to any patent, design, invention, technology, trade mark, trade dress, copyright, know-how, trade secret, specification, formula, device, system, method, solution, process, document, result and any other proprietary right, information, data or form of intellectual property, in any form (whether protectable by registration or not) (**"Intellectual Property"**). Intellectual Property owned by Patient Organisation prior to the Effective Date that is not Work Product (hereinafter defined) shall remain the property of Patient Organisation. Intellectual Property owned by Novartis prior to the Effective Date and/or provided to Patient Organisation by or on behalf of Novartis in the course of this Agreement shall remain the property of Novartis (**"Novartis Intellectual Property"**). Patient Organisation shall acquire no right, title or interest in or to any Novartis Intellectual Property as a result of its performance of the Services.

Intellectual Property which is produced or developed by Mrs **Bibi Moe** on behalf of **Danish Myeloma Foreningen** (Patient Organisation) as a result of Services performed for Novartis pursuant to this Agreement and/or any Work Order constitutes **"Work Product"**. Novartis shall be the sole owner of, and shall be entitled to use and commercially exploit, at its sole discretion, any and all Work Product. Patient Organisation hereby transfers and assigns all right, title and interest in and to the Work Product to Novartis and shall, at no additional cost to Novartis, provide all assistance and execute all documents to the extent necessary for Novartis to secure its right, title and interest in and to the Work Product.

Upon completion of any respective Services and/or Work Order, or the early termination or expiration of the Agreement, Patient Organisation shall provide to Novartis all Work Product.

4.2 Anything in this Agreement to the contrary notwithstanding, Patient Organisation represents that it owns or has the right to use and/or transfer any and all Intellectual Property which it shall use to perform the Services pursuant to this Agreement. Except as necessary to perform the Services, Patient Organisation shall not use Novartis' name or logo without the prior written consent of Novartis.

5. CONFIDENTIALITY

5.1 Patient Organisation will treat as strictly confidential any and all Novartis Intellectual Property and any and all Work Product (altogether "**Information**"). Patient Organisation shall not disclose any Information to any third party without Novartis' prior written consent and shall not use any Information for any purpose other than performance of the Services. These obligations remain in effect until such Information enters the public domain through no fault, act or omission of Patient Organisation and shall survive termination or expiration of this Agreement and/or applicable Work Order.

5.2 Upon completion of any respective Services and/or Work Order or at the request of Novartis at any time, Patient Organisation shall promptly return to Novartis or destroy, at Novartis' option, all documents containing any Information, all computer data, copies and extracts hereof, and all materials or documents supplied by or on behalf of Novartis or its affiliates.

5.3 The obligations specified in this Section 5 shall not apply to Information which Patient Organisation can demonstrate by written evidence:

(a) is (at the time of disclosure) or becomes (after the time of disclosure) known to the public through no breach of any obligations by Patient Organisation;

(b) is disclosed to Patient Organisation by a third party who is entitled to disclose it without breaching a confidentiality obligation;

(c) was known to, or otherwise in the possession of, Patient Organisation prior to the time of disclosure by or on behalf of Novartis or its affiliates; or

(d) is developed by Patient Organisation independently of any information disclosed by or on behalf of Novartis or its affiliates.

Patient Organisation may also disclose such Information if compelled to do so by a court, administrative agency or other tribunal of competent jurisdiction; provided however, that Patient Organisation shall first provide prompt written notice to Novartis of such requirement so that Novartis or its affiliates may seek a protective order or other remedy from such court, agency or tribunal and Patient Organisation shall only disclose that portion of Information that, in the reasonable opinion of its legal counsel, is required to be disclosed.

5.4 Novartis will collect and process Patient Organisation's data for the purposes of this agreement which may include the transfer of Patient Organisation's personal data to countries worldwide. By signing this Agreement, Patient Organisation agrees to such processing and transfer of Patient Organisation's data by Novartis, their affiliates and their authorized agents. In the event Patient Organisation receives Personal Information (as defined in **Annex 3**) from Novartis or collects Personal Information on behalf of Novartis in the course of or in connection with the Services, Patient Organisation agrees to comply with the provisions of the attached **Annex 3**. Except as otherwise expressly stated, Patient Organisation agrees not to provide Novartis with Personal Information.

5.5 The obligations set forth in Section 5 shall also be applicable to Information received from or on behalf of Novartis or its affiliates in discussing this Agreement.

6. INDEMNIFICATION

6.1 Where permitted by law, Patient Organisation agrees to indemnify, defend and hold Novartis (including all its affiliates, officers, directors, employees, contractors and agents) harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses,

costs and expenses, including attorneys' fees (collectively, the "**Claims**"), arising out of, incident to, or resulting from performance of any of the Services by Patient Organisation, or from the breach by Patient Organisation of any of its warranties, representations, covenants and obligations, except to the extent that such Claims were caused by the gross negligence or willful misconduct of Novartis.

6.2 Patient Organisation represents and warrants that it has appropriate and adequate insurance to cover claims or damages for which it shall be liable under the terms of this Agreement. Upon request of Novartis, Patient Organisation shall provide reasonable evidence of such insurance.

7. TERM

This Agreement shall become effective on the Effective Date and shall expire on the second anniversary date therefrom unless earlier terminated in accordance with Section 8. If Services are still being performed on the expiry date, this Agreement and any applicable Work Order will remain in effect until such Services are completed.

Kommentar [TS1]: Questa parte non è necessaria in quanto non stipuliamo il contratto con un consulente persona fisica ma con la PO

8. TERMINATION

8.1 This Agreement and/or any specific Work Order may be terminated by Novartis by giving prior written notice to Patient Organisation of at least thirty (30) days.

8.2 Either party may terminate this Agreement and/or any specific Work Order immediately at any time by written notice if the other party is in breach of any of its obligations under this Agreement and fails or is unable to remedy such breach within thirty (30) days of receipt of notice in writing specifying the breach.

8.3 Upon the expiry or termination of this Agreement and/or any specific Work Order, Patient Organisation shall discontinue the applicable Services in the most cost effective manner possible.

8.4 If this Agreement and/or any specific Work Order is terminated by Novartis:

(a) in accordance with Section 8.1, then Novartis will compensate Patient Organisation for all applicable Services actually performed up to the termination, and Patient Organisation will provide Novartis with all Work Product obtained up to termination; and

(b) in accordance with Section 8.2, then Novartis shall have no further obligations under this Agreement and/or the specific Work Order. Specifically, Novartis shall not be liable to pay any fees due to, or reimburse any expenses incurred by, Patient Organisation in connection with the Services under this Agreement and/or the specific Work Order, as applicable.

8.5 Upon any termination or expiration of this Agreement and/or any specific Work Order, all outstanding rights and obligations between the parties arising from or in connection with this Agreement and/or the specific Work Order shall immediately terminate, except for the following which survive such termination:

(a) any obligation that matured prior to the effective date of the termination or expiration unless agreed otherwise in this Agreement and/or the specific Work Order;

(b) Sections 4, 5 and 6; and

(c) any other provision which, by its terms, is understood to survive the termination or expiration of this Agreement and/or the specific Work Order.

Termination shall be without prejudice to any claim or right of action of either party against the other party for any prior breach of this Agreement and/or any specific Work Order.

9. PUBLICATIONS

Patient Organisation shall not make any publication, lecture, manuscript, poster presentation or other disclosure or dissemination (oral or written) referring to the Services or this Agreement (except if and to the extent required by its disclosure obligations under Section 11 below) or containing any Information, either during the term of this Agreement or after its early termination or expiration, without the prior written approval of Novartis.

10. NO INAPPROPRIATE INFLUENCE

Patient Organisation acknowledges and agrees that:

(a) in performing the Services, Patient Organisation is acting independently of Novartis and, to the extent this includes participation of Patient Organisation in a meeting, Patient Organisation shall reveal the fact that Patient Organisation is a Patient Organisation to Novartis;

(b) the Services are free from any undue influence or bias; and

(c) Patient Organisation has not been retained by Novartis, and is not receiving any financial compensation in connection with the Services, in exchange for any explicit or implicit agreement to purchase, prescribe, or provide favourable status for any of Novartis' products. For the sake of clarity, the parties confirm that hiring the Patient Organisation according to this Agreement is not an inducement to recommend, prescribe, purchase, supply, sell or administer Novartis products.

11. TRANSPARENCY/DISCLOSURE

11.1 In all materials relating to Services intended for an external audience, Patient Organisation shall disclose:

(a) that Novartis has retained Patient Organisation for professional services in relation to these Services; and

(b) any other relationships that Novartis has with Patient Organisation which a reasonable and ethical person would expect to be disclosed.

11.2 Both parties agree to make all other disclosures and/or notifications as may be required in connection with entering into, performing, or receiving compensation under this Agreement, and Patient Organisation shall follow all applicable laws, regulations and procedures in this respect, including those relating to Patient Organisation's professional relationships with decision-making authorities or bodies (if any), such as, for instance, recusal from any votes, discussions or recommendations regarding investigational or marketed products of Novartis, regardless of whether such are subject to the Services.

12. REQUIRED APPROVALS AND NO CONFLICTING OBLIGATION

12.1 Patient Organisation represents that:

(a) it has no obligation to any third party which might conflict with its obligations under this Agreement;

(b) it has provided all required notifications and received all required approvals to perform the Services under this Agreement, including, if required, approval from Patient Organisation's employer and/or relevant regulatory body; and

(c) it will not, during the term of this Agreement, enter into any such obligations without the prior written consent of Novartis.

13. **MISCELLANEOUS**

Kommentar [TS2]: Vedi commento precedente

Kommentar [TS3]: Vedi commento precedente

13.1 **Debarment**. Patient Organisation hereby represents and warrants that it has not been debarred or disqualified under any applicable law or regulation, including, without limitation, Section 306(a) or (b) of the U.S. Federal Food, Drug and Cosmetic Act. If at any time after execution of this Agreement, Patient Organisation becomes aware that it is in the process of being debarred or disqualified, Patient Organisation shall notify Novartis in writing without delay.

13.2 **Assignment**. Neither party may assign its rights and obligations under this Agreement without the other party's prior written consent, except that Novartis may without Patient Organisation's prior consent:

(a) assign its rights and obligations under this Agreement or any part hereof to one or more of its affiliates; or

(b) assign this Agreement in its entirety to a successor to all or substantially all of its business or assets to which this Agreement relates.

13.3 **Governing Law**. This Agreement shall be governed by and construed under the laws of Italy, without giving effect to the conflicts of law provision thereof. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction and venue of the competent courts of Milano, Italy, without restricting any rights of appeal.

13.4 **Entire Agreement**. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any other prior arrangements as to the Services. None of the terms of this Agreement may be amended or modified except by an instrument in writing signed by authorized representatives of the parties.

13.5 **Annexes**. All annexes to this Agreement shall form an integral part of this Agreement. With regard to any conflict between the terms of such annexes and the terms of this Agreement, the terms of this Agreement shall prevail.

13.6 **Severability**. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement otherwise remains in full force and effect.

13.7 **Modification and Waiver**. No waiver or modification of this Agreement shall be binding upon either party unless made in writing and signed by both parties, and no failure or delay in enforcing any right shall be deemed a waiver.

13.8 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9 **Notices.** Any notice required or authorized to be served hereunder shall be deemed to have been properly served if delivered by hand, or sent by registered or certified mail, or sent by facsimile transmission or electronic mail confirmed by registered or certified mail, to the party to be served at the address specified by such party for that purpose, or, if no such address is specified, at the address given at the head of this Agreement. Notices sent by post shall be deemed to have been delivered within seven days after the date of posting. Notices sent by facsimile or electronic mail shall be deemed to have been delivered within 24 hours of the time of transmission.

13.10 **Headings.** Headings in this Agreement are included for ease of reference only and have no legal effect.

Relationship. In performing the Services, Patient Organisation is acting as an independent contractor and not as servant or agent of Novartis.

13.11 IN WITNESS WHEREOF, the parties intending to be bound have caused this Agreement to be executed by their duly authorized representatives.

NOVARTIS FARMA SPA

By: _____

Name: _____

Title: SUSANNA LETO DI PRIOLO Head of Patient Advocacy Relations

By: _____

Name: DONATELLA DECISE

Title: HEAD OF PATIENT STRATEGY ONCOLOGY RE SOLID TUMORS

Danish Myeloma Foreningen

By: _____

Name: OLE DALLRIS

Title: chairman (formand)

ANNEX 1

Description of Services

(Advisory Board)

I. **General Description**

- Patient Organisation through Mrs **BIBI MOE** shall review the preparatory documents for and participate in the following meeting(s) organized by Novartis:
- Name of the speaking event organized by Novartis: Multiple Myeloma Patient Organisation Advisory board
- Date/time (& duration): from 17:00 of Jan 26th to 13:00 of Jan 27th 2015
- Venue: Novartis Farma S.p.A. –Largo Umberto Boccioni 1, Origgio (VA) Italy
- Patient Organization agrees and acknowledges that the primary purpose of the aforementioned meeting(s) is to provide multiple myeloma patients' perspectives and advice on development in the field of advanced multiple myeloma, its treatment and patients' needs of education.
- During such meeting(s), the following questions and/or topics will be addressed: see attached agenda

Patient Organisation hereby agrees that Mrs. **BIBI MOE** *will* provide her advice during the meeting

ANNEX 2

Fees and Invoice

In consideration of the Services defined in Annex 1, the agency **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.** on behalf of Novartis will pay to the Patient organisation represented by Mrs. RIA KOSTEN a fee in the amount of **€ 500 (FIVE HUNDRED EUROS)** plus VAT if applicable.

In addition to payment of consultancy fee(s), the logistics agency **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.** should also reimburse any reasonable out-of-pocket expenses actually incurred by Patient Organisation in providing the Services (such as for transportation following Novartis travel policy, accommodation, or international courier charges) and provided that no other corporation or organization have reimbursed or will reimburse the same expenses. Unless expressly stated to the contrary, Novartis will not reimburse for time spent travelling. Reimbursement of such expenses is subject to production of receipts or other evidence of payment and the written pre-approval of Novartis.

Payment Schedule & Instructions

Payment will be made upon receipt of invoice(s) in accordance with the Agreement. The amount(s) stated herein may be converted and paid to Patient Organisation in the currency of Patient Organisation's country of residence (if different) in accordance with the practice and/or policy of Novartis at the time of payment.

Invoice(s) will be issued upon completion of the Services.

The patient organisation shall send the corresponding invoice or payment requests to **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.** to the attention of **Cristina Frazzingaro** or such other person as may be designated by Novartis from time to time. Patient Organisation shall indicate on his invoice his name and address, the project to which the invoice relates, the date during which his services were performed, the amount payable and bank details. **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.** shall pay expenses as indicated in the invoice within sixty (60) days (end of the month) from receipt of the same invoice.

The invoice has to be sent to:

AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.
Via G. Ripamonti, 129 – 20141 Milan (Italy)
Direct +39 02.56601342
Fax +39 02.56601045
c.como@aimgroup.eu
www.aimgroupinternational.com

Each invoice shall be accompanied with all original receipts of expenses or other evidence of payment for which reimbursement is requested and shall include the following information:

- Patient Organisation's name and address

- a detailed description and breakdown of the Services and the date(s) of performance of the Services
- the amount payable (the invoice shall show one figure for the fees and one figure for the expenses)
- Patient Organisation's bank account details
- Patient Organisation's VAT number (if applicable)

NO INVOICE SHALL BE PAID BY **AIM GROUP INTERNATIONAL - AIM Meeting S.r.l.** UNLESS SUCH INVOICE INCLUDES A SUFFICIENTLY DETAILED BREAKDOWN OF THE SERVICES PERFORMED, WITH DETAILS OF TIME SPENT AND DATE(S) OF PERFORMANCE. NOVARTIS RESERVES THE RIGHT TO WITHHOLD PAYMENT OF AN INVOICE UNTIL RECEIPT OF WRITTEN EVIDENCE THAT PATIENT ORGANISATION HAS OBTAINED APPROVAL FROM HIS/HER EMPLOYER (WHERE REQUIRED BY LAW).

ANNEX 3

Patient Organisation agrees to comply with the following provisions with respect to any Personal Information (as defined below) that it will receive from Novartis or will collect on behalf of Novartis in the course of or in connection with the Services.

1. DATA PROTECTION DEFINED TERMS

For the purposes of this Annex, the following terms shall have the meanings given below:

"Data Controller" means the natural or legal person which alone or jointly with others determines the purposes and means of the Processing of Personal Information.

"Data Processor" means an individual or legal entity that Processes Personal Information on behalf and under instructions of a Data Controller.

"Data Subject" means the identified or identifiable person whose Personal Information are Processed.

"Process or Processing" means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Personal Information" means personal information which Novartis makes available to Patient Organisation, or which Patient Organisation has access to and otherwise Processes for the purpose and during the provision of the Services under this Agreement. For the avoidance of doubt, personal information includes: (a) any data or information subject to any data privacy laws applicable to the Processing under this Agreement; (b) any non-public personal data, such as national identification number, passport number, social security number, driver's license number; (c) any health or medical information, such as insurance information, medical prognosis or treatment, diagnosis information or genetic information; including coded clinical trial patient data; (d) any financial personal information, such as a policy number, credit card number and/or bank account number; and/or (e) sensitive personal data, such as mother's maiden name, race, religion, marital status, disability, information making up a personality profile, trade union memberships or sexuality.

2. DATA CONTROLLER AND DATA PROCESSOR

For any Personal Information accessed or Processed by Patient Organisation under this Agreement:

(a) Novartis shall be the Data Controller and shall determine the scope, manner and purposes for which and the manner in which Personal Information shall be accessed and Processed by Patient Organisation under this Agreement. Novartis will remain responsible to the individual whose Personal Information is being accessed or Processed and solely responsible for determining compliance with data privacy laws. Patient Organisation shall not be required to advise Novartis regarding data privacy laws.

(b) Patient Organisation shall be the Data Processor and shall limit its access to or use of Personal Information to that which is necessary to provide the Services and as directed by Novartis.

(c) Novartis shall be responsible for obtaining the individual consents (where required) for the Processing of Personal Information under this Agreement and for notifying the Swiss Federal Data Protection Commissioner or any other relevant data protection authority, where appropriate, of its Processing of Personal Information under this Agreement.

(d) If the Services involve or require the transfer of Personal Information originating in the European Economic Area or Switzerland to third countries, such transfer (meaning making the data accessible, including remotely to any other person or entity) shall not take place without Novartis' prior written consent. In this event, Patient Organisation agrees to execute the standard contractual clauses for the transfer of personal data from the European Community to third countries in the mandatory form as published by the European Commission, if Novartis determines that such an agreement is required. Patient Organisation further agrees to execute any similar agreements necessary in other jurisdictions for compliance with local law that serve the same purpose as the European standard contractual clauses. Patient Organisation shall not transfer any Personal Information to nor will it access such data from a third country outside of the European Economic Area (EEA) or Switzerland without Novartis' prior written consent.

3. DATA SAFEGUARDS

(a) Without limitation of any provision of this Annex, the parties agree to comply with all applicable laws governing the privacy and security of Personal Information that Patient Organisation shall create, acquire, access or receive as a result of this Agreement.

(b) Patient Organisation agrees to take appropriate security measures to protect Personal Information from (i) unauthorized or accidental destruction, (ii) theft, forgery, loss, or unlawful use, (iii) technical faults, (iv) unauthorized alteration, copying access, or (v) any other unauthorized Processing.

(c) Patient Organisation shall immediately notify Novartis of any data security breach upon its discovery. Patient Organisation shall promptly make available to Novartis details of the data security breach. The parties shall reasonably cooperate to remediate such data security breach and prevent any recurrence. Novartis, at its sole discretion, after consultation with Patient Organisation, shall determine whether and when to notify any individuals or persons (including governmental authorities) regarding any data security breach affecting Personal Information. Patient Organisation, as determined in its sole discretion, shall comply with all applicable laws to which it is subject with regard to the data security breach.

4. RECORD DESTRUCTION

Without limitation of any provision of this Agreement, (a) Patient Organisation shall destroy or purge any documents, materials, or media that may contain Personal Information in accordance with any instructions communicated by Novartis; and (b) upon termination or expiration of this Agreement, or if and when requested by Novartis, Patient Organisation, at its own expense, shall, upon request only, return promptly all such information to Novartis and/or destroy the documents, materials or media that may contain Personal Information and shall give Novartis written and signed certification confirming the destruction.

5. **NOTICES OF REQUESTS FOR INFORMATION**

Patient Organisation shall promptly notify Novartis about (a) any legally binding request for disclosure for Personal Information by a law enforcement authority unless otherwise prohibited and/or (b) any request received directly from a Data Subject in relation to Personal Information prior to responding to the Data Subject. Patient Organisation shall comply with Novartis' instructions in responding to inquiries from a Data Subject relating to the Processing of its Personal Information.

6. **OPERATIONAL AUDITS**

Upon prior written notice, Novartis or its designee, including Governmental authorities, or third party auditors, shall be permitted access to any facility at which the Services are being performed and to the data and records maintained by Patient Organisation with respect to the Services for the purposes of (a) verifying compliance with the provisions of this Annex and any applicable data protection requirements; and/or (b) verifying the integrity of Personal Information, examining the systems that process, store, support, and transmit such data, and confirming the security of Personal Information Processed by Patient Organisation.

7. **SURVIVAL**

Patient Organisation's obligation to maintain privacy and security over Personal Information received pursuant to this Agreement shall survive the termination or expiration of this Agreement so long as Patient Organisation still has access to Personal Information.

8. **PERMITTED USE**

Without limitation of any provision contained in this Agreement, Patient Organisation shall not use or disclose any Personal Information that Patient Organisation creates, receives, maintains, or transmits as a result of entering into or performing this Agreement, other than as expressly permitted or required by this Agreement.