

# Non-disclosure and Confidentiality Agreement

Upon you signifying your acknowledgement and acceptance to the matters set out in the document and its appendices, the following terms and conditions are agreed upon by Novartis Farmacéutica, S.A. (hereinafter referred to as “Novartis”) and you, as the Novartis Datathon Participants (hereinafter referred to as “the Participants”).

## **1. Confidential Information includes, but is not limited to the following:**

(a) discoveries, ideas, concepts, designs, devices, drawings, materials, specifications, techniques, models, data, documents, processes, procedures, “know-how”, improvements, budgets, projections, forecasts, marketing, development plans and any other commercially valuable commercial, business, financial, technical, operational, administrative, marketing information expressed, described or stored in any form (whether in written, magnetic, electronic, digital or any other physical form) whatsoever;

(b) non-public, confidential or information which are proprietary in nature which the Participants desire to protect against unrestricted disclosure or competitive use or which, under the circumstances surrounding disclosure ought to be treated as confidential and which is designated and marked as being confidential; or

(c) any information marked as “confidential information” by the Novartis Datathon.

2. That all such Confidential Information delivered to the participants shall be received in strict confidence and shall be safeguarded in the same manner in which the participants safeguards its own Confidential Information and shall not be divulged to any other third parties. Confidential Information which is initially orally or visually submitted and identified at the time of initial disclosure as confidential or proprietary shall also be safeguarded by the participants as Confidential Information.

## **WHEREAS:**

1. Novartis and the Participants will be engaged in a challenge for which purpose they need the disclosure of certain sales anonymized data, proprietary and confidential commercial, business, financial, technical, operational, and other information (“Confidential Information”) by Novartis to the Participants in connection with and for the purpose of facilitating the Novartis Datathon and any associated business transactions which may result from the said challenge (hereinafter referred to as “the Challenge”).

2. The Participants agrees to hold such Confidential Information in the strictest confidence upon the terms and conditions hereinafter appearing

## **NOW IT IS HEREBY agreed by the participants as follows:**

1. That all Confidential Information in whatever form (whether in written, magnetic, electronic, digital or any other physical form) delivered to the Participants by Novartis will be received in strict confidence and will be safeguarded in the same manner in which the Participants safeguards its own Confidential Information and will not be divulged to third parties. Confidential Information which is initially orally or visually submitted and identified at the time of initial disclosure as confidential or proprietary shall also be safeguarded by the Participants as Confidential Information.

2. The Participants agree and undertake:

(a) to hold the Confidential Information of Novartis in the strictest confidence and to not at any time disclose or use or permit to be disclosed or used any of the Confidential

Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose of the Project; and

(b) not to disclose or divulge the Confidential Information of Novartis to any person whatsoever without the prior written consent of Novartis.

(c) not to engage in any activity to re-identify anonymized data by any means whatsoever including but not limited to singling out, linking back or matching with other datasets.

3. The Participants hereby covenants and agrees to take all reasonable action to prevent unauthorised disclosure or use of the Confidential Information of Novartis.

4. The Participants will:

(a) keep the Confidential Information safe in a secure place and properly protected against theft, damage, loss and unauthorised access (including, but not limited to, access by electronic means) and, without prejudice to the foregoing, take all reasonable steps and exercise reasonable skill and care to keep the same confidential and exercise in relation to Confidential Information no lesser security measures and degree of care as the Participants applies to its own Confidential Information and all documents and other material reproducing or incorporating any of the Confidential Information will be kept separate from the Participants's own confidential information; and

(b) mark as confidential any documents, disks or other media containing or reflecting, or which are generated from, any Confidential Information.

5. The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which: -

(a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;

(b) is explicitly approved for release by written authorisation of Novartis;

(c) was known to the Participants at the time of disclosure as shown by written records in existence at the time of disclosure;

(d) was lawfully obtained by the Participants without breach of this Agreement and otherwise not in violation of Novartis's rights; or

(e) is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority to be disclosed.

6. The Participants acknowledges and agrees that all Confidential Information disclosed by or on behalf of Novartis shall remain the property of Novartis. Upon request by Novartis and at Novartis's direction or upon termination or completion of the Novartis Datathon, the Participants shall forthwith:

(a) return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof; or

(b) destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and the Participants shall confirm such destruction to Novartis in writing; and

(c) delete all Confidential Information from any computer, word processor or other similar device into which it was Novartis Datathon by the Participants; and

(d) destroy all notes, analyses, compilations, studies, memoranda and other documents containing or reflecting or generated from any Confidential Information by the Participants.

7. No license, whether express or implied, in the Confidential Information is granted by Novartis to the Participants to use the Confidential Information other than in the manner and to the extent authorised by this Agreement.

8. (a) The Participants acknowledges that it is aware and fully understand that in the event of any breach of this Agreement by the Participants, then Novartis could suffer substantial loss and damage which monetary damages cannot adequately remedy.

(b) The Participants acknowledges that Novartis shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.

9. This Agreement is governed by and interpreted in accordance with the laws of Spain and each party hereby agrees to submit to the exclusive jurisdiction of the Courts and Tribunals of the city of Barcelona.

10. No delay by Novartis in exercising any right, power or remedy under this Agreement shall operate as a waiver or acquiescence thereof nor shall it restrict or affect Novartis's right or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.

11. Access to the Confidential Information is granted to the Participants without waiver by Novartis of confidentiality and/or legal professional privilege and/or common law privilege which attaches to any of the Confidential Information. The Participants acknowledges and agrees that it shall not, at any time, waive, assign or compromise privilege or confidentiality in relation to the Confidential Information in any way.

12. This Agreement does not create any legal obligations on Novartis to disclose any Confidential Information.

13. Each provision of this Agreement shall be construed separately and independently from each other. Accordingly, if any provision of this Agreement is found to be unenforceable, the remainder shall be deemed modified to the limited extent required to permit enforcement in a manner most closely approximating the intention of the parties as expressed herein.

14. This Agreement contains the entire understanding between Novartis and the Participants with respect to the safeguarding of Confidential Information and supersedes all prior communications and understandings with respect thereto. No waiver, alteration, modification, or amendment shall be binding or effective for any purpose whatsoever unless and until reduced to writing and executed by authorised representatives of Novartis and the Participants.

15. The Participants hereby irrevocably undertakes to fully indemnify and keep indemnified Novartis and to hold Novartis harmless from and against all liabilities, claims, actions, damages, losses, costs and expenses which may be sustained or incurred by Novartis consequent upon any breach by the Participants of this Agreement.

16. This Agreement shall be binding on the successors in title of Novartis and the Participants respectively hereto.