

NOVARTIS AND PARTNERS CHALLENGE

TERMS OF REFERENCE

Intended partnership between the Government, CEmprende, INNPULSA, the Colombian Society of Cardiology (SCC), the Colombian Internal Medicine Association (ACMI), El Bosque University, Novartis, and CONNECT BOGOTÁ, hereinafter collectively referred to as The Organizers (should new partners join, their names will be published at www.cualestuproposito.com and this document will be updated accordingly).

ACCEPTANCE OF CONDITIONS OF USE

This call for proposals is hosted in www.cualestuproposito.com. In this website, participating proponents will find the instructions to submit NON-CONFIDENTIAL proposals, which will be evaluated from the point of view of relevance for implementation in Colombia. The User of the platform states that the information submitted through the website does NOT CONSTITUTE confidential information or industrial secret and that no acquired Intellectual Property right is infringed. Therefore, the User knows and accepts that this platform is an open space, and commits to provide non-confidential information. The User recognizes liability for any damages resulting from the publication of confidential information on the platform.

The User warrants that the proposal does not violate any intellectual property rights or any third-party traditional knowledge, and holds THE ORGANIZERS safe from any liability on that account.

Acceptance of these Terms of Reference by the User will be construed as a free, express and informed authorization for Connect Bogotá, as the party responsible for managing personal information, to use any personal data when releasing to the public the results of this call for proposals, through any communication media; and also, to inform the User about other events organized by this Entity or any of its partners, as they relate to their roles, the service they provide, the publications they prepare; and to request ratings on the quality of its services. Likewise, the User authorizes transfer and/or relay of his/her data to third parties, to the other

organizations that are parties to this partnership, when needed, and to third-parties with which they may have agreements or partnerships pertaining to the objectives of this call for proposals. If a User accesses and/or uses the platforms on behalf of a company, either as employee, consultant or external agent, the User represents and warrants that he/she is authorized to act on behalf of said company and accepts the terms and conditions of use described in relation to the User and which also include said organization.

The Organizers reserve the right to remove, reject or suspend access to this call for proposals in the event the information provided is false, inaccurate or misleading. Likewise, the Organizers have the right to remove any content that infringes these terms and conditions. Unless otherwise agreed in writing, user registration in the platform, the content published in the platform and the services provided through the platform, are subject to the acceptance of the terms of use of the website. The fact of participating in the INNOVATION THAT BEATS challenge implies acceptance of the Terms and Conditions described herein. Upon registering or accessing the platform, the user agrees to respect the terms of use. Should the User not be in agreement with the terms of use, the User must abstain from using the platform.

The User agrees to abstain from accessing or using the platform or its services for other ends that are incompatible with the legitimate interests of the Organizers. The User is authorized to use the services only in accordance with the terms of use in order to obtain information, provided said information is not used in such a way as to cause damage to the Organizers or to the participants that post their proposals. It is forbidden to use of the services of the platform for any other purpose, without prior written consent from the Organizers. No information shared by the User on the platform will be considered as a commercial bid and will in no way bind the Organizers to accept or develop any or all of the proposed solutions.

INTELLECTUAL PROPERTY

All information shared by the Organizers and the participants during the first three stages is NON-CONFIDENTIAL information as it is part of a co-creation environment and is, therefore, considered public. The Organizers have no

ownership, or do not have any liability over the developments and/or solutions submitted by the proponents.

With each submission, the proponents declare and certify that the submitted solutions do not violate third-party intellectual property rights; particularly, but not limited to, copyright, industrial property, plant breeders, or traditional knowledge rights. In the event a violation is demonstrated, the participant will be immediately removed from the process. Should such a situation arise after the Challenge closes and the party involved is the Winner, the Winner shall not be entitled to any of the benefits offered; in the event any benefits have already been granted, the Winner shall return them immediately.

All rights are subject to the terms set forth under the TERMS OF USE. The proponent shall retain all intellectual property rights and ownership of the content provided by the User on the platform, to the extent that the proponent is the owner or holder of the rights over that intellectual property. Nothing in this Agreement will prohibit the User from selling or licensing the User's content to any other party under an independent or separate agreement.

DISSEMINATION AND COMMUNICATIONS

The participants grant authorization to publish the results of the projects submitted to the Program as part of internal and external campaigns undertaken by the Organizers. The participants shall not be able to use the logos of any of the Organizers, without prior authorization. When posting or uploading to the platform any information related to an invention, development, item related to the solution, data, code, text, software, documents, graphs, images, marketing material, video, photographs, ideas, expressions of ideas, or when publishing in any forum or website media of the platform (collectively referred to as the "Content"), the User understands that he/she reserves all property rights over that content. However, the User recognizes that he/she, as well as any subsequent owner of the Content, surrenders any right to revise or evaluate authorization or publication rights to enable the Organizers to redistribute or publish that content, now or in the future. The User represents and warrants that the Organizers have the right, title and/or authorization to disclose the information on the platform. The Organizers may, at their own discretion, decide to publish or not the content sent by the User through forms or files. Should any of the Organizers decide to publish the content on the platform, the Organizers can, at their own discretion,

decide to remove the published information without prior notice. The User recognizes and agrees that the relationship between the User and the Organizers is not confidential, fiduciary or in any other way a special relation. The Organizers shall have the right, but not the obligation, to use the user name, image, data, and other information pertaining to the User in relation to any use that the User makes of the content. Nothing in this Agreement will prohibit or limit the right of the Organizers to create or make other similar presentations using the content submitted by the User. The Organizers are in no way bound to publish or use any content submitted by the User, and the Organizers shall have the right to eliminate any content at any time, at their own discretion, even if the Organizers have previously notified the User that the content submitted by the latter will be used or published.

INFORMATION CONFIDENTIALITY

The User agrees to not reproduce any confidential information to which he/she gains access during the process of selection and negotiation, physical, digital or other form of implementation, except as authorized at the time of disclosure. Every reproduction of the Organizers' confidential information will continue to be the property of the Organizers. The user agrees to take all reasonable steps (as defined below) to maintain the strictest confidence and (a) use the Confidential Information only as authorized at the time of disclosure, and (b) to not disclose any confidential information to any of the parties without prior written consent from the Organizer(s). The User does not acquire any rights over the Confidential Information, except for the limited rights described herein. In no case will the User make use of the confidential information that it may receive in order to create, improve, modify, lease, rent, lend, sell, distribute or create work that competes with the Organizers or their services, either in part or in full. As stated herein, "Confidential Information" is understood to refer to all commercial secrets and other information or services that the Organizers or other third parties protect against unrestricted disclosure by others, or that are labeled as confidential, or are reasonably identifiable as confidential based on the type of information and the form of their disclosure; and the "reasonable measures" that the User and/or Organizers take to protect the information, shall not be less reasonable than those applied to similar confidential information of the Organizers and/or the User. The User will be **ACCOUNTABLE** for all files uploaded to the platform, and the **ORGANIZERS SHALL NOT BE LIABLE**

FOR THE USE OR MISUSE OF ANY INFORMATION uploaded by the User or by any other user on the platform.

PROTECTION OF USER INFORMATION, PRIVACY AND DATA

The User is solely responsible for providing the Organizers with complete, truthful and updated information, and has the sole responsibility for maintaining accurate and updated User information. The User is solely responsible for the use and security of the password and all activities taking place in the user account. The User shall not use any other individual's account at any time. The User agrees that the Organizers may have access to, and maintain and disclose information of, the user account and/or content if required by the law for a legal proceeding or to (i) reply to claims pertaining to Content, (ii) in case of violation of third-party rights, or (iii) to protect the rights, property or personal security of the Organizers, the users and the public. The User agrees to comply with the Organizers' legal terms of Privacy.

For all legal purposes, the explicit submission or registration of the project exclusively for the purpose of this call for proposals requires specific authorization from the owner of the information for the use of his/her personal information by the Organizers. Whoever submits or registers the project as an individual or company represents having specific authorization from all individuals or companies associated with the proposal and the project to provide the information subject matter of the data management law; and commits to be accountable to Colciencias for any actual or potential lawsuit, litigation, court or out-of-court proceeding filed by any of the individuals or companies associated with the proposal and the project.

COPYRIGHT PROTECTION

The entire content of the platform is the intellectual property of the Organizers. Unauthorized copy, distribution, modification, public exhibition or public performance of copyright work is a violation of the rights of the copyright holder. The User agrees not to use the platform to infringe the Organizers' or any other party's intellectual property rights in any way. The User shall abstain from deleting, overwriting or damaging any copyright notice, commercial brand, logo,

caption or other notice of ownership of any Content on the platform. As explained, “Intellectual Property Rights” are understood to mean any type of patent, design rights, utility models or other similar rights on inventions, copyright, commercial brands, service brands, commercial secrets or confidentiality rights, and any other type of immaterial property right, including applications for any of the above, in any country, as may arise under statutory or common law, or by agreement, whether executed or not, current, future, submitted, issued or acquired.

LIABILITY FOR LINKS AND CONTENT

The Organizers shall be able, at any time, freely and at their discretion, to suspend or cancel the User’s account and deny the User any current or future use of the platform. The Organizers shall be able to delete any content published on the platform at their sole discretion. The Organizers shall not be liable to the User or any third party for any termination or change of the platform and/or the services offered on it. In the event the User should send files with confidential content or which are the property of a third party, without authorization from said third party, or in the event the user should post or upload files with malicious content in order to infect or disrupt informatics operation of the platform or of any other user, the Organizers shall be able to report this improper use to the competent authorities in order to ensure the security of the platform and allow the authorities to deal with the case. Violations include infringements of intellectual property rights of any of the parties, including advertising, promotional materials, polls, spam, chain letters or any other form of request, commercial or not, containing a software virus, Trojans, worms, time bombs, cancelbots, corrupt files or any other hardware or software file designed to disrupt, destroy, harm or limit the operation of any hardware, software or other property; defame, stalk, threaten or violate other individual legal rights, such as privacy and publicity rights; impersonate an individual or company, including, without limitation, an employee or official of the Organizers; issue false statements or misrepresent the user’s affiliation to a person or entity; forge e-mail headers or in any other way manipulate identifies in order to disguise the origin of any Content streamed through the Services; download any file or content sent by another user when the User is aware or should be aware that said content cannot be lawfully reproduced shown and/or distributed in such a way; interfere or interrupt services, servers or networks supporting the Services, or fail to comply with the requirements, procedures,

policies or regulations of the networks connected to the Organizers; violate any local, state, national or international law, or regulation; and/or gather or store other users' personal information or data. The Organizers shall have the right to give advance notice in writing, indicating the date and effective action to terminate this Use Agreement for any reason, or with no reason, in whole or in part at any time.

CHANGES AND NOTICES

The Organizers reserve the right to change the terms of use, modify, change or suspend part or all of the Services provided on the platform, at any time. The Organizers shall notify the User of any change in the terms of use and registration on the platform, and the User shall be required to accept those changes before continuing. In the event the Program cannot develop correctly due to flaws related to the program itself or to technical errors or any other situation that is beyond the control of the Organizers, and affects its normal development, the Organizers reserve the right to cancel, modify or suspend it. The Organizers reserve the right to modify the conditions and dates of the Program and shall notify them accordingly. The Organizers shall not be liable for any delays or other circumstances attributable to third parties and that may affect participation in, or development of, the Program. The Organizers reserve the right to disqualify any participant that defrauds, alters or disrupts the normal development of the Program, or carries out improper practices to increase their own profitability, or uses any practice considered contrary to the spirit of the Program. The Organizers reserve the right to disqualify participants that wrongfully affect the rights of third parties. The Organizers are exempt from any liability derived from damages of any type that attributed to the temporary unavailability or lack of operation continuity of the system participating in the Program. The Organizers shall not be responsible for inaccurate user information or the inability to contact the participants for reasons beyond their control.

QUESTIONS ABOUT THE CALL FOR PROPOSALS

A section on Frequently Asked Questions is included in the Program website. This section should be visited frequently for updated information regarding the call for proposals. If you cannot find an answer to your question, feel free to submit it in the Contact Us section or write an e-mail to emprendimiento@connectbogota.org. The Organizers are not required to

evaluate or contact the participants to provide information or feedback regarding the submitted proposals. The Organizers reserve the right to contact any of the participants at their discretion to expand the information provided and clarify any questions they may have. In no case shall the Organizers be bound to accept a submitted proposal or to commit to an evaluation timeframe, even if they have requested information or additional content regarding any information supplied by the User.

GOVERNING LAW

These TERMS AND CONDITIONS shall be construed and performed exclusively in accordance with the laws of the Republic of Colombia, without prejudice of conflict resolution provisions contained in the laws of any other country.

Novartis de Colombia S.A. Calle 93B No. 16 – 31. PBX 654 44 44. Bogotá, D.C. Novartis de Colombia S.A. Novartis Pharma, AG de Basilea, Suiza. ®= Marca registrada. Mayor información en el Departamento Médico de Novartis de Colombia S.A. Tel. 6544444 o al correo informacion.cientifica@novartis.com. Material exclusivo para uso del público general. No se autoriza la grabación o toma de fotografías del material y tampoco difusión por medios no autorizados por Novartis. Fecha de aprobación: 28/04/2021. Fecha de caducidad: 31/12/2022. Código P3:AN2104284028.