SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO/A

Tender Offer Statement Under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

(Amendment No. 2)

Advanced Accelerator Applications S.A.

(Name of Subject Company)

by

Novartis Groupe France S.A.

and

Novartis AG

(Name of Filing Persons (Offerors))

Ordinary Shares, par value €0.10 per share
(Title of Class of Securities)

F0R0DZ103
(CUSIP Number of Class of Securities)

American Depositary Shares, each of which represents 2 Ordinary Shares, par value €0.10 per share
(Title of Class of Securities)

00790T100*
(CUSIP Number of Class of Securities)

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(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications on Behalf of Filing Persons)

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Calculation of Filing Fee

Transaction Valuation	Amount of Filing Fee
U.S. $3,969,691,422	U.S. $494,227

(1) Estimated for purposes of calculating the amount of the filing fee only, in accordance with Rule 0-11(d) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Calculated by adding (a) 2,370,107 ordinary shares of Advanced Accelerator Applications S.A. ("AAA") issued and outstanding (the "Ordinary Shares"), multiplied by U.S. $41.00, the offer price per Ordinary Share, (b) 43,072,775 American Depositary Shares of AAA (each of which represents two Ordinary Shares) issued and outstanding (each, an "ADS," and collectively, the "ADSs"), multiplied by U.S. $82.00, the offer price per ADS, (c) 7,767,585 Ordinary Shares subject to outstanding stock options with an exercise price less than U.S. $41.00 per share, multiplied by U.S. $41.00, the offer price per Ordinary Share, (d) 376,000 Ordinary Shares subject to outstanding free shares, multiplied by U.S. $41.00, the offer price per Ordinary Share, and (e) 162,500 Ordinary Shares subject to outstanding warrants, multiplied by U.S. $41.00, the offer price per Ordinary Share. The calculation of the filing fee is based on information provided by AAA as of December 1, 2017, with respect to the amount of Ordinary Shares and ADSs, and November 20, 2017, with respect to the amount of stock options, free shares and warrants.

(2) The filing fee was calculated in accordance with Rule 0-11 of the Exchange Act and Fee Rate Advisory #1 for fiscal year 2018, issued August 24, 2017, by multiplying the transaction valuation by 0.0001245.

☒ Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and date of its filing.

Amount Previously Paid: U.S. $494,227	Filing Party: Novartis AG
Form or Registration No.: Schedule TO	Date Filed: December 7, 2017

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

☒ third-party tender offer subject to Rule 14d-1.
☐ issuer tender offer subject to Rule 13e-4.
☐ going-private transaction subject to Rule 13e-3.
☐ amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: ☐

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

☐ Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
☐ Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

* This CUSIP number is assigned to the Subject Company's American Depositary Shares, each representing two (2) Ordinary Shares.

This Amendment No. 2 (this "**Amendment**") amends and supplements the Tender Offer Statement on Schedule TO filed with the Securities and Exchange Commission on December 7, 2017 (together with any amendments and supplements thereto, the "**Schedule TO**"), relating to the offer by Novartis Groupe France S.A., a *société anonyme* organized under the laws of France ("**Purchaser**") and a direct and indirect wholly-owned subsidiary of Novartis AG, a company organized under the laws of Switzerland ("**Parent**"), to purchase all of the outstanding ordinary shares, nominal value €0.10 per share (each, an "**Ordinary Share**," and collectively, the "**Ordinary Shares**"), including Ordinary Shares represented by American Depositary Shares (each of which represents two Ordinary Shares) (each, an "**ADS**," and collectively, the "**ADSs**," and together with the Ordinary Shares, the "**Company Shares**"), of Advanced Accelerator Applications S.A., a *société anonyme* organized under the laws of France ("**AAA**"), for U.S. $41.00 per Ordinary Share and U.S. $82.00 per ADS (each such amount, the "**Offer Price**"), in each case, payable net to the seller in cash, without interest, less any withholding taxes that may be applicable, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated December 7, 2017 (together with any amendments or supplements thereto, the "**Offer to Purchase**"), and in the accompanying Ordinary Share Acceptance Form (together with any amendments or supplements thereto, the "**Ordinary Share Acceptance Form**") and American Depositary Share Letter of Transmittal (together with any amendments or supplements thereto, the "**ADS Letter of Transmittal**," and together with the Offer to Purchase, the Ordinary Share Acceptance Form and other related materials, as each may be amended or supplemented from time to time, the "**Offer**"), as applicable.

This Amendment is being filed on behalf of Parent and Purchaser. All capitalized terms used in this Amendment and not otherwise defined have the respective meanings ascribed to them in the Schedule TO. Except as otherwise set forth in this Amendment, the information set forth in the Schedule TO remains unchanged and is incorporated herein by reference to the extent relevant to the items in this Amendment. This Amendment should be read together with the Schedule TO.

The items of the Schedule TO set forth below are hereby amended and supplemented as follows:

Items 1 through 9 and Item 11.

The Offer to Purchase and Items 1 through 9 and 11 of the Schedule TO, to the extent Items 1 through 9 and 11 incorporate by reference the information contained in the Offer to Purchase, are hereby amended and supplemented as follows:

The subsection titled "Arrangements with AAA Executive Officers Effective Upon the Offer Acceptance Period" in Section 12 of the Offer to Purchase on pages 64 and 65 is amended and restated in its entirety as follows:

"*Arrangements with AAA Executive Officers Effective Upon the Offer Acceptance Period*

Two of AAA's current executive officers, Stefano Buono and Gérard Ber, executed letter agreements with Parent, dated October 28, 2017 (the "**Letter Agreements**"), pursuant to which they agreed to provide transition services relating to the integration of the AAA business (the "**Agreed Services**") after the Offer Acceptance Time. Under the Letter Agreements, the parties agreed to enter into more detailed formal agreements setting forth the duties and responsibilities of Mr. Buono and Mr. Ber, as applicable, in connection with the Agreed Services to replace and supersede the Letter Agreements.

As of the date of this Offer to Purchase, Mr. Buono and Mr. Ber have entered into such services agreements with Novartis Pharma AG ("**Novartis Pharma**"), a wholly owned subsidiary of Parent, dated January 11, 2018 (the "**Services Agreements**"), regarding their continued service and compensation with AAA after the Offer Acceptance Time, as contemplated by the Letter Agreements. The Services Agreements, which are contingent upon and effective as of the closing of the transactions contemplated by the MoU (the "**Closing**"), will supersede the terms of the employment agreements Mr. Buono and Mr. Ber entered into with AAA or its affiliate as of July 1, 2016 (the "**Employment Agreements**"), as well as the Letter Agreements. Pursuant to the Services Agreements, Mr. Buono and Mr. Ber have agreed to relinquish any claim to payments (other than their annual bonus for 2017, to the extent not previously paid) (i) under applicable law, contract or otherwise; (ii) under any severance plans, agreements or arrangements with Novartis Pharma, AAA or any of its subsidiaries, other than as set forth in the Services Agreements; and (iii) under their respective Employment Agreements, including any change in control or other severance benefits to which the executives would otherwise be entitled. Under the Services Agreements, Mr. Buono and Mr. Ber have also agreed to resign from their positions with AAA and its subsidiaries as of the Closing.

Effective as of the Closing, Mr. Buono will receive (i) annual compensation of $1,000,000, paid in monthly installments for the one-year period following the Closing, and (ii) a completion bonus of $1,000,000, paid in a single cash lump sum following the first anniversary of the Closing contingent on his performance in all material respects of the Agreed Services through the first anniversary of the Closing. If Mr. Buono ceases to provide the Agreed Services and the Services Agreement terminates prior to the first year anniversary of the Closing, Mr. Buono will (i) receive (a) any previously unpaid portion of the annual compensation earned through his last day of service, if the Agreed Services terminate at his own initiation, or (b) any remaining and previously unpaid portion of the annual compensation, if the Agreed Services terminate at the initiation of Novartis Pharma; and (ii) (a) forfeit all rights to the completion bonus, if the Agreed Services terminate at his own initiation, or (b) receive the full completion bonus, if the Agreed Services terminate at the initiation of Novartis Pharma. Mr. Buono's Services Agreement also provides that, if any amounts paid or distributable by Novartis Pharma to or for the benefit of Mr. Buono would constitute an "excess parachute payment" within the meaning of Section 280G of the Code such that it would not be tax deductible by Novartis Pharma, then the amounts payable or distributable to Mr. Buono will be reduced to the maximum amount that may be paid or distributed without causing such payments or distributions to be nondeductible.

Effective as of the Closing, Mr. Ber will receive (i) annual compensation of CHF 892,800, paid in monthly installments for the one-year period following the Closing, and (ii) a completion bonus of CHF 892,800, paid in a single cash lump sum following the first anniversary of the Closing contingent on his performance in all material respects of the Agreed Services through the first year anniversary of the Closing. If Mr. Ber ceases to provide the Agreed Services and the Services Agreement terminates prior to the first year anniversary of the Closing, Mr. Ber will (i) receive (a) any previously unpaid portion of the annual compensation earned through his last day of service, if the Agreed Services terminate at his own initiation, or (b) any remaining and previously unpaid portion of the annual compensation, if the Agreed Services terminate at the initiation of Novartis Pharma; and (ii) (a) forfeit all rights to the completion bonus, if the Agreed Services terminate at his own initiation, or (b) receive the full completion bonus, if the Agreed Services terminate at the initiation of Novartis Pharma.

Pursuant to the Services Agreements, Mr. Buono and Mr. Ber will be subject to certain non-competition and non-solicitation restrictive covenants during and for 12 months after their termination of service. If Mr. Buono or Mr. Ber suffer an evidenced economic loss due to the non-competition restriction, and the restriction is not waived by Novartis Pharma, Novartis Pharma will compensate Mr. Buono or Mr. Ber, as applicable, for such loss by paying monthly installments through the restricted period based on their last monthly base compensation and any statutory allowances.

Other than the Letter Agreements and the Services Agreements, we have not entered into any agreement, arrangement or understanding with any members of AAA management regarding employment or consultancy following the Offer Acceptance Time. We may seek to retain certain members of the AAA management team following the Offer Acceptance Time. As part of these retention efforts, we may enter into employment or consultancy, compensation, retention, severance or other employee or consultant benefit arrangements with AAA executive officers and other key AAA employees; however, there can be no assurance that any parties will reach an agreement. Any such arrangements would be subject to negotiation and discussion, and no terms or conditions have been discussed, agreed upon or finalized. Any such new arrangements would not become effective until the Offer Acceptance Time."

Item 12. Exhibits.

Item 12 of the Schedule TO is hereby amended and supplemented by adding the following exhibit:

(d)(8) Services Agreement, dated January 11, 2018, between Novartis Pharma AG and Stefano Buono.

(d)(9) Services Agreement, dated January 11, 2018, between Novartis Pharma AG and Gérard Ber.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: January 12, 2018

NOVARTIS GROUPE FRANCE S.A.

By: /s/ Jonathan Emery

Name: Jonathan Emery
Title: As Attorney

By: /s/ Benjamin Brod

Name: Benjamin Brod
Title: As Attorney

NOVARTIS AG

By: /s/ Augusto Lima

Name: Augusto Lima
Title: As Attorney

By: /s/ Peter Louwagie

Name: Peter Louwagie
Title: As Attorney

[Signature Page – Schedule TO/A]

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement"), dated as of January 11, 2018 (the "Execution Date"), is entered into by and between Novartis Pharma AG ("Novartis Pharma"), a wholly owned subsidiary of Novartis AG (the "Parent"), and Stefano Buono (the "Consultant"). (Each of Novartis Pharma and the Consultant are a "Party", and together, the "Parties"). Capitalized terms not otherwise defined herein shall have the same meaning as in the MoU (as defined below).

RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

A. Pursuant to the Memorandum of Understanding, dated as of October 28, 2017 (the "MoU"), by and among the Parent and Advanced Accelerator Applications S.A. (the "Company"), the Parent is seeking to acquire all the outstanding ordinary shares of the Company upon the terms and subject to the conditions set forth in the MoU.

B. In Parent's capacity as possible future controlling shareholder of the Company following the completion of the transactions contemplated by the MoU (the "Closing"), the Parent entered into a letter agreement with the Consultant, dated October 28, 2017, to secure the Consultant's continued services to the Company following the Closing (the "Letter Agreement"), and pursuant to which the Parent and the Consultant agreed to enter into a more detailed services agreement memorializing the terms of the Letter Agreement prior to the Closing.

C. As contemplated by the Letter Agreement, Novartis Pharma desires to engage the Consultant, subject to the terms and conditions set forth herein, and the Consultant desires to accept engagement on such terms and conditions, which the Parties intend to replace and supersede the terms and conditions of the Letter Agreement effective as of the Closing.

D. This Agreement shall be effective as of and only if and when the transactions contemplated by the MoU are consummated (the "Effective Date"). In the event the transactions contemplated by the MoU do not close or the MoU is abandoned, this Agreement shall be null and void ***ab initio.***

Accordingly, the Parties agree as follows:

1. Engagement. Subject to the terms and conditions of this Agreement, the Company hereby engages the Consultant to perform the services described in Exhibit A (the "Services") for the Company's benefit. During the Term (as defined below) the Consultant shall be permitted to perform the Services at a location of his choosing, provided that Novartis Pharma may require the Consultant to travel in person to meetings, as appropriate for the delivery of the Services (including, but not limited to, travel in France, Switzerland or the United States) and at the sole expense of Novartis Pharma (and in accordance with the Company's travel policies), but will not require more than 60 days of travel in the United States during the Term.

2. Prior Agreements. The Consultant hereby agrees to resign effective as of the Closing from all titles, offices and positions, including all positions as employee (*salarié*) or corporate officer (*mandataire social*), with the Company and any of its subsidiaries on the Closing. The Consultant further agrees to relinquish all his rights to any payments under applicable law, contract or otherwise, under any severance plans, agreements or arrangements with Novartis Pharma or the Company or any of their respective subsidiaries other than as set forth herein and to hereby waive any claim to any such payments from Novartis Pharma, the Company and/or any of their respective subsidiaries, including claims under the Consultant's existing agreement as Chief Executive Officer of the Company, dated July 1, 2016 (the "Employment Agreement"). Effective as of immediately following the Closing, this Agreement and the terms and conditions set forth herein shall supersede the terms of the Consultant's Employment Agreement, the Letter Agreement and all other agreements or arrangements relating to the subject matter hereof that the Consultant may have had with the Company, Novartis Pharma or any of their respective subsidiaries in their entirety and the Consultant shall relinquish any claim to payment thereunder; provided, however, the Consultant shall remain entitled to his annual bonus in respect of calendar year 2017 pursuant to the terms of the Employment Agreement, to the extent not previously paid.

3. Compensation.

(a) Annual Services Fee. Novartis Pharma shall pay the Consultant an annual services fee of U.S. $1 million, payable in equal monthly installments, in arrears, for the one-year period following the Effective Date (the "Annual Services Fee"). If the Consultant, at his own initiation, ceases to provide the Services and the Agreement is, as a result, terminated prior to the one-year anniversary of the Effective Date (the "Project Completion Date"), Novartis Pharma shall pay the Consultant any remaining and previously unpaid portion of the Annual Services Fee earned through the date of the termination of the Services as soon as practicable (but in no event later than 60 days) following the end of the Term. If the Consultant, at the initiation of Novartis Pharma, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, Novartis Pharma shall pay the Consultant any remaining and unpaid portion of the total Annual Services Fee as soon as practicable (but in no event later than 60 days) following the end of the Term.

(b) Project Completion Bonus. In addition to the Annual Services Fee, subject to the Consultant's performance in all material respects of the Services through the Project Completion Date, Novartis Pharma shall pay the Consultant a project completion bonus in a single cash lump sum of U.S. $1 million as soon as practicable (but in no event later than 60 days) following the Project Completion Date (the "Project Completion Bonus"). If the Consultant, at his own initiation, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, the Consultant will forfeit all rights to the Project Completion Bonus. If the Consultant, at the initiation of Novartis Pharma, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, Novartis Pharma shall pay the Consultant the Project Completion Bonus as soon as practicable (but in no event later than 60 days) following the end of the Term.

(c) Limitation on Compensation. The Consultant hereby acknowledges and agrees that it is the intention of the Parties that any payments to be made to the Consultant as set

forth herein and under any other plan, agreement or arrangement, including the MoU, shall not constitute excess parachute payments within the meaning of Section 280G of the U.S. Internal Revenue Code, as amended, and any regulations thereunder (the "Code"). If the independent accountants serving as auditors for Novartis Pharma on the Closing (or any other accounting firm designated by Novartis Pharma) determine that any payment or distribution by Novartis Pharma to or for the Consultant's benefit (whether paid or payable or distributed or distributable pursuant to the terms set forth in this Agreement, the MoU or otherwise) would be nondeductible by Novartis Pharma under Section 280G of the Code (and any successor provision) as amended from time to time, then the amounts payable or distributable pursuant to this Agreement will be reduced to the maximum amount that may be paid or distributed without causing such payments or distributions to be nondeductible. The determination shall take into account (a) whether the payments or distributions are parachute payments under Section 280G, (b) the amount of the payments and distributions under this Agreement or any other plan, agreement or arrangement, including the MoU, that constitute reasonable compensation, and (c) the present value of the payments and distributions determined in accordance with U.S. Treasury Regulations in effect from time to time. In the event any payments or benefits are to be reduced, Novartis Pharma shall reduce or eliminate the payments by first reducing or eliminating those payments or benefits that are payable in cash and then by reducing or eliminating those payments that are not payable in cash, in each case in reverse order beginning with payments or benefits that are to be paid or provided the farthest in time from the date of determination. Any reduction pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement, including the MoU, governing the Consultant's rights and entitlements to any benefits or compensation.

4. Expenses and Support Services. Novartis Pharma shall reimburse the Consultant for all necessary, customary and usual expenses, properly receipted in accordance with Novartis Pharma's policies, incurred by the Consultant in connection with the Services; provided, however, that any travel related expenses incurred by the Consultant in the performance of the Services shall be covered by the Company's travel policies; and, provided, further, that Novartis Pharma agrees, or agrees to cause the Company, to retain the services of the Consultant's personal assistant (or replacement if required) as of immediately prior to the Closing to provide continued support to the Consultant during the Term in connection with the performance of the Services.

5. Term. The Consultant's engagement pursuant to this Agreement shall commence on the Effective Date and shall end on the earliest to occur of the following: (i) ninety (90) days following the date that written notice from one Party to the other Party of the intent to terminate this Agreement is tendered; (ii) a date mutually agreed by the Parties; (iii) the date of the Consultant's death or permanent disability; and (iv) the one-year anniversary of the Effective Date (the "Term").

6. Independent Contractor. The Consultant shall be acting as an independent contractor in performing the Services and shall not be considered or deemed to be an agent, employee or partner of the Company. Neither the Company nor the Consultant shall have, nor represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party. The Consultant shall not be entitled to any employee benefits that the Company provides to its own

employees. The Consultant shall not subcontract any portion of its obligations hereunder without the Company's prior written consent, which shall be at the sole discretion of the Company.

7. Compliance with Laws. In performing under this Agreement, each of the Company and the Consultant shall comply with all applicable laws, rules and regulations.

8. Taxes. The Consultant will be responsible for and will pay all taxes (including, without limitation, any interest, penalties or fines in connection with such taxes) imposed on the Consultant by any competent taxation authority in respect of all fees, expenses or other payments of any nature paid to the Consultant pursuant to this Agreement.

9. Confidential Information. The Consultant shall not, at any time, directly or indirectly, disclose to any person, entity or other organization or appropriate for his own use or the use of others any Confidential Information, except as otherwise required by applicable law or legal process and in accordance with this Section 9. For purposes of this Agreement, "Confidential Information" means information concerning the business or financial affairs of the Parent, Novartis Pharma, the Company or any of their subsidiaries (collectively, the "Company Group") that has not been disclosed publicly by the Company Group, including the terms and provisions of this Agreement and includes, without limitation, customer lists of the Company Group, its respective trade secrets and technological know-how, information about (or provided by) any customer or supplier or prospective or former customer or supplier that is not widely and publicly known, information concerning the business or financial affairs of the Company Group, including books and records, commitments, procedures, plans and prospectus, strategies, or current or prospective transactions or business, pricing information and any other "inside information." In the event the Consultant believes he is, or has reason to believe he will be, required by any applicable law, discovery request and/or legal process to disclose any Confidential Information, the Consultant shall provide Novartis Pharma with written notice as provided in Section 14 of this Agreement as soon as practicable and, if possible, given the date of his receipt of such discovery request and/or legal process, no less than 5 business days prior to any such disclosure. In such an event, the Consultant shall disclose only that portion of the Confidential Information which, based on the advice of the Consultant's legal counsel, is legally required to be disclosed and shall exercise (at Parent's expense) reasonable efforts to provide that the receiving party shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process and Novartis Pharma shall be given an opportunity to review the Confidential Information prior to the disclosure thereof, if permitted under applicable law. The Consultant's obligations under this Section 9 shall not apply to any information that: (i) is available to the general public or is generally available within the relevant business or industry other than as a result of the Consultant's violation of this Section 9; (ii) is or becomes available to the Consultant or any of Consultant's affiliates on a non-confidential basis from a third-party source provided that such third-party source is not bound by a confidentiality agreement or any other obligation of confidentiality; (iii) is approved for release by written authorization of Novartis Pharma; or (iv) is independently developed by the Consultant or any of Consultant's affiliates and outside the scope of the Consultant's or any of Consultant's affiliates' provision of Services to the Company Group without use of or reference to the Confidential Information or otherwise in breach of this Agreement.

(a) The confidentiality covenants contained in this Section 9 have no temporal, geographical or territorial restriction.

(b) The Consultant acknowledges that all documents (including computer records, facsimiles and emails) and materials created, received or transmitted in connection with his provision of Services to the Company Group, or using the facilities of the Company Group, are the property of the Company Group and subject to inspection by Novartis Pharma, the Company or any of their respective affiliates, as applicable, at any time. Upon termination of the Consultant's Services to the Company Group, the Consultant shall promptly supply to Novartis Pharma, the Company or any of their respective affiliates, as applicable, all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards, surveys, maps, logs, machines, technical data and any other tangible product or document of the Company Group which has been produced by, received by or otherwise submitted to the Consultant during or prior to the Term of this Agreement with Novartis Pharma, and any copies thereof in his (or capable of being reduced to his) possession; provided, however, that nothing in this Agreement or elsewhere shall prevent the Consultant from retaining and utilizing: documents relating to his personal benefits, entitlements and obligations; his personal cellular phone, tablet and computer; documents relating to his personal tax obligations; his desk calendar, rolodex, and the like; and such other records and documents as may reasonably be approved by Novartis Pharma.

(c) Notwithstanding the foregoing, nothing in this Agreement limits, restricts or in any other way affects the Consultant's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity that do not constitute attorney-client privileged information of the Company Group. In addition, the Consultant acknowledges that he has received notice of the immunity from liability to which he is entitled for the disclosure of confidential information or a trade secret to the government or in a court filing as provided by Federal law, as set forth in Exhibit B to this Agreement.

10. Restrictive Covenants. In order to protect the legitimate interests of the Company Group, as well as the Company Group's development in a market sector which is highly competitive, and taking into consideration the nature of the strategic and confidential information which the Consultant has access to, the Consultant hereby agrees to the non-competition and non-solicitation covenants described herein.

(a) Non-Competition. In the areas in which the Company Group does business, the Consultant agrees that he shall not during and for 12 months after the Term: (i) develop, manufacture, produce, supply, market, sell, distribute and/or commercialize diagnostic or therapeutic molecular nuclear medicines, and (ii) perform services in any capacity for any of the companies listed as part of the "global healthcare peer group" in the Parent's most recent annual report, or Bayer AG, either as an employee, consultant, director of another company or entity, or through managing a business on the Consultant's own account, or through involvement in any business that is in competition with the Company Group (collectively, (i) and (ii) are the "Business"). This restraint on competition clause applies to activities that may take place in any country in which the Company Group is active. For the avoidance of doubt, the

Consultant may serve as a member of the Board of Directors of any entity, other than those engaged in the Business.

The Consultant may request Novartis Pharma to waive the restraint on competition. Only if Novartis Pharma insists in writing that the Consultant respect the non-competition clause and if the Consultant thereby suffers an evidenced economic loss, Novartis Pharma undertakes to compensate the Consultant's loss by paying monthly installments throughout the period of restraint, up to the amount of the Consultant's last monthly base compensation under the Employment Agreement and any statutory allowances.

Novartis Pharma may waive the restraint on competition clause at any time. With this waiver, the payment made according to the previous paragraph, if any, shall lapse at the end of the month following the waiver of the restraint on competition.

If the Consultant violates the restraint on competition clause, the Company Group may not only seek compensation of its damage, but also demand that the conditions which constituted the breach of contract be rectified.

(b) Non-Solicitation. The Consultant agrees that during and for a period of 12 months after the Term, the Consultant shall not, without the consent of Novartis Pharma, directly or indirectly induce or influence any person who is engaged by the Company Group as an employee, agent or independent contractor, to terminate the employment or engagement with the Company Group, nor shall the Consultant directly or indirectly, employ or engage, or solicit for employment or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment or engagement, any employee, agent or independent contractor of the Company Group.

(c) Certification of Reasonableness. The Consultant acknowledges that, during and as a result of the this Agreement, he will be provided access to and will receive the Company Group's Confidential Information and key business relationships, which provide the Company Group with a competitive advantage and are important to its continued business success. Accordingly, the Consultant acknowledges and agrees that the restrictions set forth herein are an essential element of this Agreement and that, but for the agreement of the Consultant to comply with these covenants, Novartis Pharma would not have entered into this Agreement. The Consultant acknowledges and agrees that the restrictions as set forth herein are reasonable and necessary for the protection of the Company Group's legitimate business interests. The Consultant further acknowledges and agrees that in light of his training and experience, the covenants set forth herein are in no way likely to prevent him from performing a professional activity or finding a job that is consistent with his qualifications and the level of responsibility.

(d) Remedies. The Consultant agrees that the breach by him of any of the covenants in this Section 10 is likely to result in immediate and irreparable harm to the Company Group. The Consultant, therefore, agrees that if he breaches or threatens to breach any such covenant, Novartis Pharma may seek to recover: (i) an order of specific performance or declaratory relief; (ii) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (iii) damages; (iv) reasonable attorney's fees and costs incurred in

obtaining relief; and (v) any other legal or equitable relief or remedy allowed by law. The Parties agree that Novartis Pharma shall not be required to post a bond or other security if an injunction is sought to enforce the covenants in this Section 10. In addition to any other remedies available to Novartis Pharma in the event of a material breach by the Consultant of any of the covenants in this Section 10, Novartis Pharma may, upon written notice to the Consultant, cease to make any payments or provide any benefits that may otherwise be due to the Consultant under this Agreement.

(e) Severability. The Parties agree that the duration and scope of the restrictive covenants set forth in this Section 10 are reasonable. In the event that any court determines that the duration or scope of the restrictions set forth in this Section 10, or both, is unreasonable and that such provision is to that extent unenforceable, the Parties hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest scope that would not render it unenforceable.

11. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no oral or written statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions hereof and this Agreement supersedes any prior or contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof, including, without limitation, the Employment Agreement and Letter Agreement; provided, however, the Consultant shall remain entitled to his annual bonus in respect of calendar year 2017 pursuant to the terms of the Employment Agreement, to the extent not previously paid. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

12. Resolution of Disputes.

(a) Subject to Section 12(f), in the event of any dispute or controversy arising from, in connection with or relating to this Agreement (a "Dispute"), the Parties shall, upon written notice by either Party to the other, first attempt in good faith to resolve the Dispute through direct discussions between the Parties or their respective representatives. If the Parties or their representatives are unable to resolve the Dispute through direct discussions within 60 days following the date written notice is first delivered by one Party to the other as to the existence of such Dispute, either Party may submit the Dispute to be finally settled by arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules.

(b) The arbitration shall be held before one arbitrator who shall be selected jointly by an individual to be designated by Novartis Pharma and an individual to be designated by the Consultant, or if such two individuals cannot agree on the selection of the arbitrator within 30 days after commencement of the arbitration, who shall be selected by the American Arbitration Association.

(c) The place of the arbitration shall be New York County, New York and the location of all hearings and proceedings related to the arbitration shall be at a neutral location in

the Borough of Manhattan in the City of New York, New York, unless the Parties agree to hold some or all of the hearings and proceedings at a different location.

(d) The arbitrator shall issue a written statement of his or her decision, including findings of fact and conclusions of law, related to the Dispute. The ruling of the arbitrator shall be binding and final, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. For purposes of the previous sentence, the Parties consent to the jurisdiction and venue of the United States District Court for the Southern District of New York, or if Federal jurisdiction is lacking, to the Supreme Court, New York County.

(e) Each Party shall bear its own costs and expenses, including attorney's fees and expenses, travel expenses and the costs of experts and other witnesses, and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the previous sentence, if the Consultant prevails on at least one of the Disputes that is the subject of the arbitration, the arbitration award shall provide that the Consultant's share of the arbitrator's and administrative fees of arbitration and the Consultant's reasonable costs and expenses incurred in connection with the arbitration shall be paid or promptly reimbursed by the Company.

(f) Nothing in this Section 12 shall preclude, or limit or restrict the right of, Novartis Pharma to seek from any court having jurisdiction any interim or provisional relief that is necessary to enforce provisions of the restrictive covenants of Section 10 or to prevent any actual or potential breach of any of the same, provided, however, that a final determination as to whether an act or omission constitutes a violation of the restrictive covenants of Section 10 shall be a Dispute subject to arbitration according to the terms of this Section 12.

(g) This Section 12 constitutes a separate agreement of the Parties and shall survive the expiration of the Term and any actual or purported termination of the Agreement.

(h) Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

13. Assignment. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which may be granted or withheld in the other Party's sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13 shall be void and shall not relieve the assigning Party of its obligations hereunder. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14. Notices. All notices, requests, claims, demands and other communications regarding this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by reputable overnight courier service (with signature required) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

If to Novartis Pharma:

Novartis Pharma AG
Postfach
CH-4002 Basel
Switzerland
Email: jonathan.emery@novartis.com
Attn: Head of M&A Legal

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
United States
Attn: Doreen E. Lilienfeld

If to the Consultant:

Stefano Buono
Via Pietro Micca 22
10122 Torino Italy

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
United States
Attn: Jeffrey P. Crandall

or to either Party at such other address as it shall have notified the other pursuant to the provisions of this Section 14.

15. Amendment; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by authorized representatives of the Company and the Consultant. The failure of a Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party to enforce such provisions.

16. Counterparts. This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

17. Termination of MoU. This Agreement shall automatically terminate and be null and void ***ab initio*** if the MoU is terminated prior to the consummation of the Closing.

[*The remainder of this page has intentionally been left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Execution Date.

STEFANO BUONO

/s/ Stefano Buono

NOVARTIS PHARMA AG

By: /s/ Mari Scheiffele
Name: Mari Sheiffele
Title: Global Head, Strategy
Novartis Oncology

By: /s/ Neil Berrisford
Name: Neil Berrisford
Title: Global Head, Compensation & Benefits
Novartis Oncology

[SIGNATURE PAGE TO THE SERVICES AGREEMENT]

EXHIBIT A

SERVICES

During the Term, the Consultant will devote substantially all of his business time to the performance of the services described herein and will not without the prior written consent of the Company engage in any other business, profession or occupation, for compensation or otherwise, that would conflict with the rendition of such services either directly or indirectly; provided, however, that the Consultant may serve on the board of any entity, other than those engaged in the Business, as long as such activities do not materially interfere with the Consultant's performance services under this Agreement. The Consultant agrees to provide the following services during the Term:

- Ensure the effective transition of critical relationships within Healthcare and Payor environments from the Company to Novartis Pharma. Critical relationships are those considered central to business performance and include and are not limited to: Government; Health Authority; Payors and Medical Experts. For example:
    - Map relationships noting: the most recent engagement topics; scope of influence and decision making; and name of Company colleague who owns the relationship.
    - Lead a joint (Company and Parent) meeting with the external stakeholder on engagement topics and demonstrate a seamless transition from the perspective of the external stakeholder.
    - Ensure that questions from external stakeholders about the transition are jointly resolved in a timely way.
- Ensure the effective transition of relationships with key suppliers, distributors and partners. Critical relationships are those considered central to business performance.
- Ensure the effective on-boarding and integration of new executives and managers to the Company. For example:
    - Lead, together with the new leader, a joint meeting with a customer or external stakeholder and effectively handover the relationship in the eyes of the external stakeholder.
    - Educate the new leader on the Company's products or services and competitors.
    - Share a comprehensive business review with the new leader and provide your best judgment on how Novartis Pharma can optimize the Company's business.
- Anticipate, plan and lead a transition that best manages employee relations and the satisfaction of the Company's employees. For example:
    - Collaborate with Novartis Pharma's HR to build a change/ transition plan for the Company's associates, which should include considerations on: employee relations, engagement, retention and communications.
    - Help to define vision for the Company's culture post transaction: what to preserve as central to the Company's success; what Novartis Pharma can learn; and where to assimilate the Company into Novartis Pharma's business; in order to best enable the Company' business performance and adherence to Novartis Pharma's compliance standards.
    - Collaborate in crafting communications to the Company's associates.
    - Participate in any of the Company's meetings with its Works Council to provide information, where required.

- Provide best judgment and inputs into strategic and operational business plans, as required. For example:
    - Highlight KSFs for the Company's ongoing business performance including and not limited to: resource allocation; investments; understanding of competitor market; and organizational and cultural aspects.
- Collaborate and resolve business administration and compliance challenges/ issues associated with the acquisition, which include and are not limited to: IP; Tax; Legal. For example:
    - Provision of information and speed of decision making for the fastest possible resolution to challenge/ issue.
- Collaborate to build and manage strong investor relations. For example:
    - If appropriate help to prepare for meeting with external investor relations and present and manage expectations on a seamless integration of the Company into Novartis Pharma's business.
    - Provision of information on the Company's business projections.
- Provide leadership and collaborate with Novartis Pharma's leaders to manage a seamless and effective integration of the Company into Novartis Pharma's business. *The success of this collaboration can be measured against mutually agreed KPIs for the acquisition.*

EXHIBIT B

18 U.S.C. 1833(b) provides:

> (1) IMMUNITY.—An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—
>
> (A) is made—
>
> (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
>
> (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
>
> (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
>
> (2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—
>
> (A) files any document containing the trade secret under seal; and
>
> (B) does not disclose the trade secret, except pursuant to court order.

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "Agreement"), dated as of January 11, 2018 (the "Execution Date"), is entered into by and between Novartis Pharma AG ("Novartis Pharma"), a wholly owned subsidiary of Novartis AG (the "Parent"), and Gérard Ber (the "Consultant"). (Each of Novartis Pharma and the Consultant are a "Party", and together, the "Parties"). Capitalized terms not otherwise defined herein shall have the same meaning as in the MoU (as defined below).

RECITALS

The Parties enter into this Agreement on the basis of the following facts, understandings and intentions:

A. Pursuant to the Memorandum of Understanding, dated as of October 28, 2017 (the "MoU"), by and among the Parent and Advanced Accelerator Applications S.A. (the "Company"), the Parent is seeking to acquire all the outstanding ordinary shares of the Company upon the terms and subject to the conditions set forth in the MoU.

B. In Parent's capacity as possible future controlling shareholder of the Company following the completion of the transactions contemplated by the MoU (the "Closing"), the Parent entered into a letter agreement with the Consultant, dated October 28, 2017, to secure the Consultant's continued services to the Company following the Closing (the "Letter Agreement"), and pursuant to which the Parent and the Consultant agreed to enter into a more detailed services agreement memorializing the terms of the Letter Agreement prior to the Closing.

C. As contemplated by the Letter Agreement, Novartis Pharma desires to engage the Consultant, subject to the terms and conditions set forth herein, and the Consultant desires to accept engagement on such terms and conditions, which the Parties intend to replace and supersede the terms and conditions of the Letter Agreement effective as of the Closing.

D. This Agreement shall be effective as of and only if and when the transactions contemplated by the MoU are consummated (the "Effective Date"). In the event the transactions contemplated by the MoU do not close or the MoU is abandoned, this Agreement shall be null and void ***ab initio.***

Accordingly, the Parties agree as follows:

1. Engagement. Subject to the terms and conditions of this Agreement, the Company hereby engages the Consultant to perform the services described in Exhibit A (the "Services") for the Company's benefit. During the Term (as defined below) the Consultant shall be permitted to perform the Services at a location of his choosing, provided that Novartis Pharma may require the Consultant to travel in person to meetings, as appropriate for the delivery of the Services and at the sole expense of Novartis Pharma (and in accordance with the Company's travel policies), but will not require more than 60 days of travel in the United States during the Term.

2. Prior Agreements. The Consultant hereby agrees to resign effective as of the Closing from all titles, offices and positions, including all positions as employee (*salarié*) or corporate officer (*mandataire social*), with the Company and any of its subsidiaries on the Closing. The Consultant further agrees to relinquish all his rights to any payments under applicable law, contract or otherwise, under any severance plans, agreements or arrangements with Novartis Pharma or the Company or any of their respective subsidiaries other than as set forth herein and to hereby waive any claim to any such payments from Novartis Pharma, the Company and/or any of their respective subsidiaries, including claims under the Consultant's existing agreement as Chief Operating Officer of the Company, dated July 1, 2016 (the "Employment Agreement"). Effective as of immediately following the Closing, this Agreement and the terms and conditions set forth herein shall supersede the terms of the Consultant's Employment Agreement, the Letter Agreement and all other agreements or arrangements relating to the subject matter hereof that the Consultant may have had with the Company, Novartis Pharma or any of their respective subsidiaries in their entirety and the Consultant shall relinquish any claim to payment thereunder; provided, however, the Consultant shall remain entitled to his annual bonus in respect of calendar year 2017 pursuant to the terms of the Employment Agreement, to the extent not previously paid.

3. Compensation.

(a) Annual Services Fee. Novartis Pharma shall pay the Consultant an annual services fee of CHF 892,800, payable in equal monthly installments, in arrears, for the one-year period following the Effective Date (the "Annual Services Fee"). If the Consultant, at his own initiation, ceases to provide the Services and the Agreement is, as a result, terminated prior to the one-year anniversary of the Effective Date (the "Project Completion Date"), Novartis Pharma shall pay the Consultant any remaining and previously unpaid portion of the Annual Services Fee earned through the date of the termination of the Services as soon as practicable (but in no event later than 60 days) following the end of the Term. If the Consultant, at the initiation of Novartis Pharma, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, Novartis Pharma shall pay the Consultant any remaining and unpaid portion of the total Annual Services Fee as soon as practicable (but in no event later than 60 days) following the end of the Term.

(b) Project Completion Bonus. In addition to the Annual Services Fee, subject to the Consultant's performance in all material respects of the Services through the Project Completion Date, Novartis Pharma shall pay the Consultant a project completion bonus in a single cash lump sum of CHF 892,800 as soon as practicable (but in no event later than 60 days) following the Project Completion Date (the "Project Completion Bonus"). If the Consultant, at his own initiation, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, the Consultant will forfeit all rights to the Project Completion Bonus. If the Consultant, at the initiation of Novartis Pharma, ceases to provide the Services and the Agreement is, as a result, terminated prior to the Project Completion Date, Novartis Pharma shall pay the Consultant the Project Completion Bonus as soon as practicable (but in no event later than 60 days) following the end of the Term.

(c) If a Swiss social security contribution (AVS/AI/APG/AC) is imposed with respect to the Annual Services Fee or the Project Completion Bonus, Novartis Pharma will be

responsible for the employer portion of any such Swiss social security contribution with respect to such Annual Services Fee or Project Completion Bonus, as applicable, and the Consultant will be responsible for the employee portion of any such Swiss social security contribution with respect to such Annual Services Fee or Project Completion Bonus, as applicable.

4. Expenses and Support Services. Novartis Pharma shall reimburse the Consultant for all necessary, customary and usual expenses, properly receipted in accordance with Novartis Pharma's policies, incurred by the Consultant in connection with the Services.

5. Term. The Consultant's engagement pursuant to this Agreement shall commence on the Effective Date and shall end on the earliest to occur of the following: (i) ninety (90) days following the date that written notice from one Party to the other Party of the intent to terminate this Agreement is tendered; (ii) a date mutually agreed by the Parties; (iii) the date of the Consultant's death or permanent disability; and (iv) the one-year anniversary of the Effective Date (the "Term").

6. Independent Contractor. The Consultant shall be acting as an independent contractor in performing the Services and shall not be considered or deemed to be an agent, employee or partner of the Company. Neither the Company nor the Consultant shall have, nor represent that it has, any power, right or authority to bind the other Party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other Party. The Consultant shall not be entitled to any employee benefits that the Company provides to its own employees. The Consultant shall not subcontract any portion of its obligations hereunder without the Company's prior written consent, which shall be at the sole discretion of the Company.

7. Compliance with Laws. In performing under this Agreement, each of the Company and the Consultant shall comply with all applicable laws, rules and regulations.

8. Taxes. The Consultant will be responsible for and will pay all taxes (including, without limitation, any interest, penalties or fines in connection with such taxes) imposed on the Consultant by any competent taxation authority in respect of all fees, expenses or other payments of any nature paid to the Consultant pursuant to this Agreement. If VAT imposed by Switzerland or any other jurisdiction is due, it will be added to the total amounts due to the Consultant and paid by Novartis Pharma. If the Consultant is Swiss VAT registered, the Consultant has to fulfil the requirement of the Swiss local VAT-laws, and issues its invoices plus Swiss VAT at the applicable ordinary rate. Invoice by the Consultant has to be issued according to the regulations of the local VAT law (Art. 26 Swiss VAT law). It shall be Novartis Pharma responsibility to pay these amounts. In general, the Consultant should avoid re-charging of non-recoverable Value Added Tax (VAT) or Goods and Services Tax (GST) amounts which have been paid to subcontractors of the Consultant. Novartis Pharma accepts re-charges of non-recoverable VAT/GST amounts by the Consultant in example for expenses or purchasing services, where a refund of VAT would not be possible in the country of the transaction. If the Consultant re-charges beyond the above mentioned situations non recoverable VAT/GST amounts in a substantial amount, Novartis Pharma should be informed prior to invoicing in order to find a solution that VAT/GST should not be a cost factor for both contractual partners.

9. Confidential Information. The Consultant shall not, at any time, directly or indirectly, disclose to any person, entity or other organization or appropriate for his own use or the use of others any Confidential Information, except as otherwise required by applicable law or legal process and in accordance with this Section 9. For purposes of this Agreement, "Confidential Information" means information concerning the business or financial affairs of the Parent, Novartis Pharma, the Company or any of their subsidiaries (collectively, the "Company Group") that has not been disclosed publicly by the Company Group, including the terms and provisions of this Agreement and includes, without limitation, customer lists of the Company Group, its respective trade secrets and technological know-how, information about (or provided by) any customer or supplier or prospective or former customer or supplier that is not widely and publicly known, information concerning the business or financial affairs of the Company Group, including books and records, commitments, procedures, plans and prospectus, strategies, or current or prospective transactions or business, pricing information and any other "inside information." In the event the Consultant believes he is, or has reason to believe he will be, required by any applicable law, discovery request and/or legal process to disclose any Confidential Information, the Consultant shall provide Novartis Pharma with written notice as provided in Section 14 of this Agreement as soon as practicable and, if possible, given the date of his receipt of such discovery request and/or legal process, no less than 5 business days prior to any such disclosure. In such an event, the Consultant shall disclose only that portion of the Confidential Information which, based on the advice of the Consultant's legal counsel, is legally required to be disclosed and shall exercise (at Parent's expense) reasonable efforts to provide that the receiving party shall agree to treat such Confidential Information as confidential to the extent possible (and permitted under applicable law) in respect of the applicable proceeding or process and Novartis Pharma shall be given an opportunity to review the Confidential Information prior to the disclosure thereof, if permitted under applicable law. The Consultant's obligations under this Section 9 shall not apply to any information that: (i) is available to the general public or is generally available within the relevant business or industry other than as a result of the Consultant's violation of this Section 9; (ii) is or becomes available to the Consultant or any of Consultant's affiliates on a non-confidential basis from a third-party source provided that such third-party source is not bound by a confidentiality agreement or any other obligation of confidentiality; (iii) is approved for release by written authorization of Novartis Pharma; or (iv) is independently developed by the Consultant or any of Consultant's affiliates and outside the scope of the Consultant's or any of Consultant's affiliates' provision of Services to the Company Group without use of or reference to the Confidential Information or otherwise in breach of this Agreement.

(a) The confidentiality covenants contained in this Section 9 have no temporal, geographical or territorial restriction.

(b) The Consultant acknowledges that all documents (including computer records, facsimiles and emails) and materials created, received or transmitted in connection with his provision of Services to the Company Group, or using the facilities of the Company Group, are the property of the Company Group and subject to inspection by Novartis Pharma, the Company or any of their respective affiliates, as applicable, at any time. Upon termination of the Consultant's Services to the Company Group, the Consultant shall promptly supply to Novartis Pharma, the Company or any of their respective affiliates, as applicable, all property, keys, notes, memoranda, writings, lists, files, reports, customer lists, correspondence, tapes, disks, cards,

surveys, maps, logs, machines, technical data and any other tangible product or document of the Company Group which has been produced by, received by or otherwise submitted to the Consultant during or prior to the Term of this Agreement with Novartis Pharma, and any copies thereof in his (or capable of being reduced to his) possession; provided, however, that nothing in this Agreement or elsewhere shall prevent the Consultant from retaining and utilizing: documents relating to his personal benefits, entitlements and obligations; his personal cellular phone, tablet and computer; documents relating to his personal tax obligations; his desk calendar, rolodex, and the like; and such other records and documents as may reasonably be approved by Novartis Pharma.

(c) Notwithstanding the foregoing, nothing in this Agreement limits, restricts or in any other way affects the Consultant's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity that do not constitute attorney-client privileged information of the Company Group. In addition, the Consultant acknowledges that he has received notice of the immunity from liability to which he is entitled for the disclosure of confidential information or a trade secret to the government or in a court filing as provided by Federal law, as set forth in Exhibit B to this Agreement.

10. Restrictive Covenants. In order to protect the legitimate interests of the Company Group, as well as the Company Group's development in a market sector which is highly competitive, and taking into consideration the nature of the strategic and confidential information which the Consultant has access to, the Consultant hereby agrees to the non-competition and non-solicitation covenants described herein.

(a) Non-Competition. In the areas in which the Company Group does business, the Consultant agrees that he shall not during and for 12 months after the Term: (i) develop, manufacture, produce, supply, market, sell, distribute and/or commercialize diagnostic or therapeutic molecular nuclear medicines, and (ii) perform services in any capacity for any of the companies listed as part of the "global healthcare peer group" in the Parent's most recent annual report, or Bayer AG, either as an employee, consultant, director of another company or entity, or through managing a business on the Consultant's own account, or through involvement in any business that is in competition with the Company Group (collectively, (i) and (ii) are the "Business"). This restraint on competition clause applies to activities that may take place in any country in which the Company Group is active. For the avoidance of doubt, the Consultant may serve as a member of the Board of Directors of any entity, other than those engaged in the Business.

The Consultant may request Novartis Pharma to waive the restraint on competition. Only if Novartis Pharma insists in writing that the Consultant respect the non-competition clause and if the Consultant thereby suffers an evidenced economic loss, Novartis Pharma undertakes to compensate the Consultant's loss by paying monthly installments throughout the period of restraint, up to the amount of the Consultant's last monthly base compensation under the Employment Agreement and any statutory allowances.

Novartis Pharma may waive the restraint on competition clause at any time. With this waiver, the payment made according to the previous paragraph, if any, shall lapse at the end of the month following the waiver of the restraint on competition.

If the Consultant violates the restraint on competition clause, the Company Group may not only seek compensation of its damage, but also demand that the conditions which constituted the breach of contract be rectified.

(b) Non-Solicitation. The Consultant agrees that during and for a period of 12 months after the Term, the Consultant shall not, without the consent of Novartis Pharma, directly or indirectly induce or influence any person who is engaged by the Company Group as an employee, agent or independent contractor, to terminate the employment or engagement with the Company Group, nor shall the Consultant directly or indirectly, employ or engage, or solicit for employment or engagement, or advise or recommend to any other person or entity that such person or entity employ or engage or solicit for employment or engagement, any employee, agent or independent contractor of the Company Group.

(c) Certification of Reasonableness. The Consultant acknowledges that, during and as a result of the this Agreement, he will be provided access to and will receive the Company Group's Confidential Information and key business relationships, which provide the Company Group with a competitive advantage and are important to its continued business success. Accordingly, the Consultant acknowledges and agrees that the restrictions set forth herein are an essential element of this Agreement and that, but for the agreement of the Consultant to comply with these covenants, Novartis Pharma would not have entered into this Agreement. The Consultant acknowledges and agrees that the restrictions as set forth herein are reasonable and necessary for the protection of the Company Group's legitimate business interests. The Consultant further acknowledges and agrees that in light of his training and experience, the covenants set forth herein are in no way likely to prevent him from performing a professional activity or finding a job that is consistent with his qualifications and the level of responsibility.

(d) Remedies. The Consultant agrees that the breach by him of any of the covenants in this Section 10 is likely to result in immediate and irreparable harm to the Company Group. The Consultant, therefore, agrees that if he breaches or threatens to breach any such covenant, Novartis Pharma may seek to recover: (i) an order of specific performance or declaratory relief; (ii) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction; (iii) damages; (iv) reasonable attorney's fees and costs incurred in obtaining relief; and (v) any other legal or equitable relief or remedy allowed by law. The Parties agree that Novartis Pharma shall not be required to post a bond or other security if an injunction is sought to enforce the covenants in this Section 10. In addition to any other remedies available to Novartis Pharma in the event of a material breach by the Consultant of any of the covenants in this Section 10, Novartis Pharma may, upon written notice to the Consultant, cease to make any payments or provide any benefits that may otherwise be due to the Consultant under this Agreement.

(e) Severability. The Parties agree that the duration and scope of the restrictive covenants set forth in this Section 10 are reasonable. In the event that any court

determines that the duration or scope of the restrictions set forth in this Section 10, or both, is unreasonable and that such provision is to that extent unenforceable, the Parties hereto agree that the provision shall remain in full force and effect for the greatest time period and in the greatest scope that would not render it unenforceable.

11. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no oral or written statement that is not expressly set forth in this Agreement may be used to interpret or vary the meaning of the terms and conditions hereof and this Agreement supersedes any prior or contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof, including, without limitation, the Employment Agreement and Letter Agreement; provided, however, the Consultant shall remain entitled to his annual bonus in respect of calendar year 2017 pursuant to the terms of the Employment Agreement, to the extent not previously paid. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

12. Resolution of Disputes.

(a) Subject to Section 12(f), in the event of any dispute or controversy arising from, in connection with or relating to this Agreement (a "Dispute"), the Parties shall, upon written notice by either Party to the other, first attempt in good faith to resolve the Dispute through direct discussions between the Parties or their respective representatives. If the Parties or their representatives are unable to resolve the Dispute through direct discussions within 60 days following the date written notice is first delivered by one Party to the other as to the existence of such Dispute, either Party may submit the Dispute to be finally settled by arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules.

(b) The arbitration shall be held before one arbitrator who shall be selected jointly by an individual to be designated by Novartis Pharma and an individual to be designated by the Consultant, or if such two individuals cannot agree on the selection of the arbitrator within 30 days after commencement of the arbitration, who shall be selected by the American Arbitration Association.

(c) The place of the arbitration shall be New York County, New York and the location of all hearings and proceedings related to the arbitration shall be at a neutral location in the Borough of Manhattan in the City of New York, New York, unless the Parties agree to hold some or all of the hearings and proceedings at a different location.

(d) The arbitrator shall issue a written statement of his or her decision, including findings of fact and conclusions of law, related to the Dispute. The ruling of the arbitrator shall be binding and final, and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. For purposes of the previous sentence, the Parties consent to the jurisdiction and venue of the United States District Court for the Southern District of New York, or if Federal jurisdiction is lacking, to the Supreme Court, New York County.

(e) Each Party shall bear its own costs and expenses, including attorney's fees and expenses, travel expenses and the costs of experts and other witnesses, and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the previous sentence, if the Consultant prevails on at least one of the Disputes that is the subject of the arbitration, the arbitration award shall provide that the Consultant's share of the arbitrator's and administrative fees of arbitration and the Consultant's reasonable costs and expenses incurred in connection with the arbitration shall be paid or promptly reimbursed by the Company.

(f) Nothing in this Section 12 shall preclude, or limit or restrict the right of, Novartis Pharma to seek from any court having jurisdiction any interim or provisional relief that is necessary to enforce provisions of the restrictive covenants of Section 10 or to prevent any actual or potential breach of any of the same, provided, however, that a final determination as to whether an act or omission constitutes a violation of the restrictive covenants of Section 10 shall be a Dispute subject to arbitration according to the terms of this Section 12.

(g) This Section 12 constitutes a separate agreement of the Parties and shall survive the expiration of the Term and any actual or purported termination of the Agreement.

(h) Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties.

13. Assignment. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which may be granted or withheld in the other Party's sole discretion; provided, however, that the Consultant may assign all of his rights and obligations hereunder without prior written consent of Novartis Pharma to a limited liability company (Sàrl) he would create (at his sole expense) for this purpose and in which he will be the sole partner, director, and employee. Any such assignment notwithstanding, the Consultant will remain personally subject to the confidentiality provisions of Section 9 and the restrictive covenants of Section 10. The Consultant agrees to hold harmless and indemnify Novartis Pharma for any cost or liability that may arise in relation to such an arrangement. Except as explicitly set forth in this Section 13, any assignment, delegation or other transfer in contravention of this Section 13 shall be void and shall not relieve the assigning Party of its obligations hereunder. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14. Notices. All notices, requests, claims, demands and other communications regarding this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by reputable overnight courier service (with signature required) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

If to Novartis Pharma:	If to the Consultant:
Novartis Pharma AG	Gérard Ber

Postfach
CH-4002 Basel
Switzerland
Email: jonathan.emery@novartis.com
Attn: Head of M&A Legal

2 route de florissant
1206 GENEVA
Switzerland

With a copy to:

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
United States
Attn: Doreen E. Lilienfeld

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
United States
Attn: Jeffrey P. Crandall

or to either Party at such other address as it shall have notified the other pursuant to the provisions of this Section 14.

15. Amendment; Waiver. This Agreement may not be amended or modified except by an instrument in writing signed by authorized representatives of the Company and the Consultant. The failure of a Party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such Party to enforce such provisions.

16. Counterparts. This Agreement may be executed in one or more counterparts, and by the respective Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.

17. Termination of MoU. This Agreement shall automatically terminate and be null and void ***ab initio*** if the MoU is terminated prior to the consummation of the Closing.

[*The remainder of this page has intentionally been left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Execution Date.

GÉRARD BER

/s/ Gérard Ber

NOVARTIS PHARMA AG

By: /s/ Mari Scheiffele
Name: Mari Sheiffele
Title: Global Head, Strategy
Novartis Oncology

By: /s/ Neil Berrisford
Name: Neil Berrisford
Title: Global Head, Compensation & Benefits
Novartis Oncology

[SIGNATURE PAGE TO THE SERVICES AGREEMENT]

EXHIBIT A

SERVICES

During the Term, the Consultant will devote substantially all of his business time to the performance of the services described herein and will not without the prior written consent of the Company engage in any other business, profession or occupation, for compensation or otherwise, that would conflict with the rendition of such services either directly or indirectly; provided, however, that the Consultant may serve on the board of any entity, other than those engaged in the Business, as long as such activities do not materially interfere with the Consultant's performance services under this Agreement. The Consultant agrees to provide the following services during the Term:

- Ensure the effective transition of critical relationships within Healthcare and Payor environments from the Company to Novartis Pharma. Critical relationships are those considered central to business performance and include and are not limited to: Government; Health Authority; Payors and Medical Experts. For example:
    - Map relationships noting: the most recent engagement topics; scope of influence and decision making; and name of Company colleague who owns the relationship.
    - Lead a joint (Company and Parent) meeting with the external stakeholder on engagement topics and demonstrate a seamless transition from the perspective of the external stakeholder.
    - Ensure that questions from external stakeholders about the transition are jointly resolved in a timely way.
- Ensure the effective transition of relationships with key suppliers, distributors and partners. Critical relationships are those considered central to business performance.
- Ensure the effective on-boarding and integration of new executives and managers to the Company. For example:
    - Lead, together with the new leader, a joint meeting with a customer or external stakeholder and effectively handover the relationship in the eyes of the external stakeholder.
    - Educate the new leader on the Company's products or services and competitors.
    - Share a comprehensive business review with the new leader and provide your best judgment on how Novartis Pharma can optimize the Company's business.
- Anticipate, plan and lead a transition that best manages employee relations and the satisfaction of the Company's employees. For example:
    - Collaborate with Novartis Pharma's HR to build a change/ transition plan for the Company's associates, which should include considerations on: employee relations, engagement, retention and communications.
    - Help to define vision for the Company's culture post transaction: what to preserve as central to the Company's success; what Novartis Pharma can learn; and where to assimilate the Company into Novartis Pharma's business; in order to best enable the Company' business performance and adherence to Novartis Pharma's compliance standards.
    - Collaborate in crafting communications to the Company's associates.
    - Participate in any of the Company's meetings with its Works Council to provide information, where required.

- Provide best judgment and inputs into strategic and operational business plans, as required. For example:
    - Highlight KSFs for the Company's ongoing business performance including and not limited to: resource allocation; investments; understanding of competitor market; and organizational and cultural aspects.
- Collaborate and resolve business administration and compliance challenges/ issues associated with the acquisition, which include and are not limited to: IP; Tax; Legal. For example:
    - Provision of information and speed of decision making for the fastest possible resolution to challenge/ issue.
- Collaborate to build and manage strong investor relations. For example:
    - If appropriate help to prepare for meeting with external investor relations and present and manage expectations on a seamless integration of the Company into Novartis Pharma's business.
    - Provision of information on the Company's business projections.
- Provide leadership and collaborate with Novartis Pharma's leaders to manage a seamless and effective integration of the Company into Novartis Pharma's business. *The success of this collaboration can be measured against mutually agreed KPIs for the acquisition.*

EXHIBIT B

18 U.S.C. 1833(b) provides:

> (1) IMMUNITY.—An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—
>
> (A) is made—
>
> (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
>
> (ii) solely for the purpose of reporting or investigating a suspected violation of law; or
>
> (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
>
> (2) USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT.—An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—
>
> (A) files any document containing the trade secret under seal; and
>
> (B) does not disclose the trade secret, except pursuant to court order.