
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14D-9

(RULE 14d-101)

(Amendment No. 3)

**SOLICITATION/RECOMMENDATION STATEMENT UNDER
SECTION 14(D)(4) OF THE SECURITIES EXCHANGE ACT OF 1934**

ADVANCED ACCELERATOR APPLICATIONS S.A.

(Name of Subject Company)

ADVANCED ACCELERATOR APPLICATIONS S.A.

(Name of Person(s) Filing Statement)

**Ordinary shares, par value €0.10 per share (“Ordinary Shares”)
American Depositary Shares (“ADSs”), each representing two Ordinary Shares of Advanced Accelerator Applications S.A., par value €0.10 per share**
(Title of Class of Securities)

00790T100 (ADSs)

(CUSIP Number of Class of Securities)

Heinz Mäusli

Advanced Accelerator Applications S.A.

20 rue Diesel

01630 Saint Genis Pouilly, France

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

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

This Amendment No. 3 to Schedule 14D-9 (this “**Amendment**”) amends and supplements the Solicitation/Recommendation Statement on Schedule 14D-9 originally filed with the United States Securities and Exchange Commission on December 7, 2017 (together with the Exhibits and Annexes thereto and as amended or supplemented hereby and from time to time, the “**Schedule 14D-9**”) by Advanced Accelerator Applications S.A., a *société anonyme* organized under the laws of France (the “**Company**”). The Schedule 14D-9 relates to the tender 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, to purchase all of the outstanding ordinary shares, nominal value €0.10 per share (each, a “**Company Share**,” and collectively, the “**Company Shares**”), including Company Shares represented by American Depositary Shares (each of which represents two Company Shares) (each, an “**ADS**,” and collectively, the “**ADSs**”), of the Company, for U.S. \$41.00 per Company Share and U.S. \$82.00 per ADS, 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, 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**”).

Capitalized terms used, but not defined, in this Amendment shall have the meanings ascribed to them in the Schedule 14D-9. Except as set forth below, the information set forth in the Schedule 14D-9 remains unchanged and is incorporated herein by reference as relevant to the items in this Amendment.

Item 3. Past Contracts, Transactions, Negotiations and Agreements.

Item 3(a) (“Past Contracts, Transactions, Negotiations and Agreements — Arrangements with Current Executive Officers and Directors of the Company”) of the Schedule 14D-9 is hereby amended and supplemented by amending and restating the paragraph under the heading “Retention Plan Effective Upon the Offer Acceptance Time” with the following:

“Pursuant to the Memorandum of Understanding, the Company has established the terms of a retention plan for the benefit of approximately 35 key employees of the Company (the “**Retention Plan**”), which will become effective as of the time at which Purchaser accepts for payment and pays for any Company Shares (including the Company Shares represented by ADSs) validly tendered and not properly withdrawn pursuant to the Offer (the “**Offer Acceptance Time**”). Under the terms of the Retention Plan, the Company or the surviving corporation will pay to participating key employees retention payments in amounts ranging from six to twenty-four months of base salary, contingent on the continuing employment of the participating key employees through the scheduled payment dates during the applicable retention period (which ranges from six to thirty-six months). For participating employees who are required to remain employed with the Company for six months after the Offer Acceptance Time, the applicable retention amount will be payable, subject to continued employment, six months after the Offer Acceptance Time. For participating employees who are required to remain employed with the Company for one year after the Offer Acceptance Time, 100% of the applicable retention amount will be payable, subject to continued employment, on the first anniversary of the Offer Acceptance Time. For participating employees who are required to remain employed with the Company for two years after the Offer Acceptance Time, 50% of the applicable retention amount will be payable, subject to continued employment, on the first anniversary of the Offer Acceptance Time and the remaining 50% of the applicable retention amount will be payable, subject to continued employment, on the second anniversary of the Offer Acceptance Time. For participating employees who are required to remain employed with the Company for three years after the Offer Acceptance Time, 33 1/3% of the applicable retention amount will be payable, subject to continued employment, on each of the first, second and third anniversaries of the Offer Acceptance Time. Individual retention agreements for participating key employees will be entered into as of or promptly after the commencement of the Offer and will be based on a Form of Retention Agreement for US/Other Employees or a modified version of such form for employees located in certain other jurisdictions to account for variations in local law.

The foregoing description is qualified in its entirety by reference to the Form of Retention Agreement for US/Other Employees, a copy of which is attached as Exhibit (e)(16) hereto and is incorporated herein by reference.”

Item 3(a) (“Past Contracts, Transactions, Negotiations and Agreements — Arrangements with Current Executive Officers and Directors of the Company”) of the Schedule 14D-9 is hereby amended and supplemented by amending and restating the five paragraphs under the heading “Executive Officer Arrangements Effective Upon the Offer Acceptance Time” with the following:

“Two of the Company’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 Company’s 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 Schedule, 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 the Company 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 Memorandum of Understanding (the “**Closing**”), will supersede the terms of 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, the Company or any of its subsidiaries, other than as set forth in the Services Agreements; and (iii) under their respective Employment Agreements, including the severance benefits described under “*Employment Agreements with Executive Officers*” in this Item 3(a) 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 Company 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.

The foregoing description is qualified in its entirety by reference to the Letter Agreements and the Service Agreements, copies of which are attached as Exhibits (e)(14) — (15) and (e)(17) — (18) hereto and are incorporated herein by reference.”

Item 9. Exhibits.

The following are hereby added to the list of exhibits, following Exhibit No. (e)(15) “Letter Agreement, dated October 28, 2017, by and between Novartis AG and Gérard Ber.”:

Exhibit No.	Description
(e)(16)	Form of Retention Agreement for US/Other Employees.*
(e)(17)	Services Agreement, dated as of January 11, 2018, by and between Novartis Pharma AG and Stefano Buono.*
(e)(18)	Services Agreement, dated as of January 11, 2018, by and between Novartis Pharma AG and Gérard Ber.*

* Filed herewith.

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.

ADVANCED ACCELERATOR APPLICATIONS S.A.

By: /s/ Heinz Mäusli

Name: Heinz Mäusli

Title: *Chief Financial Officer*

Dated: January 12, 2018

STRICTLY CONFIDENTIAL
FORM OF RETENTION AGREEMENT
FOR U.S. AND OTHER EMPLOYEES

[AAA Letterhead]

[•], 2018

[Recipient]
[Recipient Address]
[Recipient Address]

Dear [Recipient]:

As you are aware, Advanced Accelerator Applications S.A. (the “**Company**”) entered into a Memorandum of Understanding with Novartis AG (“**Novartis**”), dated as of October 28, 2017 (the “**MoU**”), pursuant to which Novartis will, through a subsidiary of Novartis and on the terms and subject to the conditions set forth in the MoU, make a cash tender offer to acquire all the outstanding ordinary shares of the Company. You are a valuable member of the Company’s leadership team and key to both the Company’s integration into Novartis and its future success. In recognition of this, and in order to encourage your continued contributions and high level of commitment to the Company (together with its subsidiaries and affiliates, the “**Company Group**”) during the Retention Period (as defined below), you will be eligible to receive a special retention bonus (the “**Retention Bonus**”) in accordance with, and subject to the terms and conditions of, this letter agreement (this “**Agreement**”).

This Agreement is contingent upon the occurrence of the Offer Acceptance Time (as defined in the MoU). In the event that the Offer Acceptance Time does not occur, this Agreement will be null and void *ab initio*.

1. *Retention Bonus.* The aggregate amount of your potential Retention Bonus is \$[•](1) (the “**Retention Amount**”). Subject to the terms and conditions of this Agreement, your Retention Bonus will be paid to you in cash on the following schedule:

(1) **Note to Company:** Insert the dollar amount of the Recipient’s aggregate Retention Bonus.

(a) [100%](2) [50%](3) [33 1/3%](4) of the Retention Amount [(the “**First Payment Amount**”)](5) will be paid as soon as practicable (but in no event later than 60 days) following the [date that is six months after](6) [first anniversary of](7) the date of the Offer Acceptance Time [(the “**Payment Date**”)](8) [the “**First Payment Date**”](9); [and

(b) [The remaining 50%](10) [An additional 33 1/3%](11) of the Retention Amount [(the “**Final Payment Amount**”)](12) [(the “**Second Payment Amount**”)](13) will be paid as soon as practicable (but in no event later than 60 days) following the date that is two years after the date of the Offer Acceptance Time [(the “**Final Payment Date**”)](14) [(the “**Second Payment Date**”)](15)

(c) [The remaining 33 1/3% of the Retention Amount (the “**Final Payment Amount**”)] will be paid as soon as practicable (but in no

(2) **Note to Company:** For Recipients required to stay one year or less.

(3) **Note to Company:** Recipients required to stay more than one year will receive the Retention Amount in the following installments: Recipients with (1) two-year retention periods will receive 50% of the Retention Amount on the first anniversary of the Offer Acceptance Time and the remaining 50% on the second anniversary of the Offer Acceptance Time and (2) three-year retention periods will receive 33 1/3% of the Retention Amount on each of the first, second and third anniversaries of the Offer Acceptance Time.

(4) **Note to Company:** For Recipients required to stay three years.

(5) **Note to Company:** For Recipients required to stay one year or less, the defined terms “First Payment Amount”, “Second Payment Amount” and “Final Payment Amount” are not necessary, and the defined term “Retention Amount” can be used instead.

(6) **Note to Company:** For Recipients required to stay only six months.

(7) **Note to Company:** For Recipients required to stay one, two or three years.

(8) **Note to Company:** For Recipients required to stay one year or less.

(9) **Note to Company:** For Recipients required to stay two or three years.

(10) **Note to Company:** For Recipients required to stay two years.

(11) **Note to Company:** For Recipients required to stay three years.

(12) **Note to Company:** For Recipients required to stay two years.

(13) **Note to Company:** For Recipients required to stay three years.

(14) **Note to Company:** For Recipients required to stay two years.

(15) **Note to Company:** For Recipients required to stay three years.

event later than 60 days) following the date that is three years after the date of the Offer Acceptance Time (the “**Final Payment Date**”).(16)

For purposes of this Agreement, the “Retention Period” is the period beginning on the date of this Agreement and ending on the [Payment Date][Final Payment Date].

2. *Conditions to Retention Bonus.* (a) The payment of the Retention Amount is conditioned upon (i) the occurrence of the Offer Acceptance Time; (ii) [(A) in the case of the First Payment Amount,](17) your continued employment through the [Payment Date](18) [First Payment Date;](19) [and, (B) in the case of the Final Payment Amount, the Final Payment Date](20) [(B) in the case of the Second Payment Amount, the Second Payment Date; and, (C) in the case of the Final Payment Amount, the Final Payment Date](21); and (iii) your compliance in all material respects with the terms of this Agreement. Accordingly, if your employment with the Company Group terminates on or before the [Payment Date][Final Payment Date] for any reason, other than in the unanticipated event that the Company Group terminates your employment without Cause (as defined below), then you will not be entitled to the acceleration of the [Retention Amount][any previously unearned and unpaid portion of the Retention Amount]. Although the Company values your continued employment and does not expect to terminate your employment prior to payment of the Retention Amount, if the Company does terminate your employment without Cause, [any portion of] the Retention Amount that has not already been paid to you will be paid to you no later than 60 days after your termination date. For purposes of this Agreement, “Cause” means: (i) gross negligence or willful misconduct in connection with the performance of your duties; (ii) your indictment for (or pleading guilty or pleading no contest or *nolo contendere* to) a felony; (iii) fraud, embezzlement or material dishonesty by you against the Company Group; (iv) a material breach by you of this Agreement, any other material agreement between you and any member of the Company Group or the written material policies of the Company Group that is not remedied within 30 days of the Company Group providing you with written notice of such breach; or (v) the continued failure by you to carry out,

(16) **Note to Company:** For Recipients required to stay three years.

(17) **Note to Company:** For Recipients required to stay two or three years.

(18) **Note to Company:** For Recipients required to stay one year or less.

(19) **Note to Company:** For Recipients required to stay two or three years.

(20) **Note to Company:** For Recipients required to stay two years.

(21) **Note to Company:** For Recipients required to stay three years.

in all material respects, the reasonable and lawful directions of the Company Group (other than as a result of total or partial incapacity due to physical or mental illness).

(b) You hereby agree that you will use your best efforts to continue to perform your duties and responsibilities relating to your employment with the Company Group for the duration of the Retention Period.

3. *Confidentiality and Related Matters.* You hereby agree that you will keep the terms of this Agreement confidential, and will not, except as required by law, disclose such terms to any person other than your spouse or professional advisors (who also must keep the terms of this Agreement confidential). You also hereby agree that you will comply with all other confidentiality and other restrictive covenants that you may be subject to under any other agreement with any member of the Company Group.

4. *Waiver and Release.* The Company's obligation to make any Retention Bonus payments to you under this Agreement will be subject to your execution and delivery to the Company and non-revocation of a waiver and release (relating to your release of claims against the Company Group) in a form to be provided by the Company. If such waiver and release is provided to you other than in connection with a termination of your employment, such waiver and release must be executed and delivered by you to the Company no later than 15 days after it is provided to you. If such waiver and release is provided to you in connection with a termination of your employment, such waiver and release must be executed and delivered by you to the Company no later than 15 days [(45 days in the event that you are subject to the Age Discrimination in Employment Act of 1967, as amended, or any similar state or foreign law)](22) after it is provided to you. If such 15-day [or 45-day period](23), as applicable, begins in one taxable year and ends in the following taxable year, any Retention Bonus that would otherwise be due during such period will not be paid until such following taxable year.

5. *Miscellaneous.*

(a) *Governing Law.* The terms of this Agreement and all rights and obligations of the parties thereto, including its enforcement, will be interpreted and governed by the laws of the State of New York without regard to the principles of conflicts of laws of the State or those of any other jurisdiction which

(22) **Note to Company:** To include for U.S. Recipients only.

(23) **Note to Company:** To include for U.S. Recipients only.

could cause the application of the laws of any jurisdiction other than the State of New York.

(b) *Entire Agreement.* The terms contained in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior negotiations, representations or agreements relating thereto whether written or oral, *provided* that this Agreement will not supersede any other restrictions relating to confidentiality, noncompetition or nonsolicitation to which you may be subject.

(c) *Administration.* This Agreement will be administered by the Company. The Company will have discretionary and final authority to interpret and implement the provisions of this Agreement and to determine eligibility for payments hereunder. All interpretations or other exercise of any power or discretion by the Company will be conclusive and binding upon all parties having or claiming to have an interest under this Agreement or otherwise directly or indirectly affected by such action, without restriction, however, upon the right of the Company to reconsider or re-determine such action.

(d) *Withholding.* The Company Group shall withhold from any amounts payable under this Agreement all taxes and other authorized deductions under applicable local law.

(e) [Section 409A.(24) The Company and you acknowledge and agree that this Agreement is intended to meet the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and Department of Treasury regulations and other interpretive guidance issued thereunder (collectively, "**Section 409A**") with respect to amounts subject thereto, and will be interpreted and construed consistent with that intent. The Company may reform this Agreement or any provision hereof to maintain the original intent of the provision without violating the provisions of Section 409A, *provided*, that any deferral of payments will be only for such time period as may be required to comply with Section 409A. The Company will act in good faith regarding the implementation of this Section 5(e), *provided*, that none of the Company Group or any of its employees, officers, directors or representatives will have any liability to you with respect thereto. [For purposes of Section 409A, each payment made under this Agreement will be designated as a "separate payment" within the meaning of Section 409A.]](25)

(24) **Note to Company:** To include if there are U.S. taxpayers.

(25) **Note to Company:** To include if there are multiple payments.

(f) *No Guarantee of Employment.* You are a highly-valued member of the Company's leadership team and the Company does not expect to terminate your employment prior to payment of the Retention Amount. However, this Agreement does not and will not be construed as a guarantee of continued employment of you by the Company or any member of the Company Group for any period of time and will not be construed to confer on you any right or entitlement to receive any other retention or compensation related payments at any time in the future or in respect of any future period. Nothing herein will give you any claims against the Company or any member of the Company Group for any actions taken by such party, including with respect to the transactions contemplated by the MoU.

(g) *Headings.* The headings of the sections contained in this Agreement are for convenience of reference only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

(h) *Notice.* For purposes of this Agreement, notices and all other communications provided for in this Agreement will be in writing and will be deemed to have been given when hand delivered, one day after being sent by overnight courier, or four days after being mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, addressed, in the case of you, to your address as shown on the Company's records, and, in the case of the Company, to its principal office, to the attention of the Global General Counsel of the Company (with a copy to the head of Human Resources of the Oncology Business Unit of Novartis), or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address will be effective only upon receipt.

(i) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which will be deemed an original of the party executing the same and all of which together will constitute one and the same instrument.

(j) *Successors and Assigns.* The rights and obligations of the Company under this Agreement will be binding upon its successors and assigns and may be assigned by the Company to the successors in interest of the Company. The rights and obligations of you under this Agreement will be binding upon your heirs, legatees, personal representatives, executors or administrators. This Agreement may not be assigned by you, but any amount owed to you upon your death will inure to the benefit of your heirs, legatees, personal representatives, executors, or administrators.

(k) *Waiver.* No delay or omission by the Company or you in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company or you on any one

occasion will be effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion.

(l) *Severability.* In the event that any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

[Signature Page Follows]

ADVANCED ACCELERATOR APPLICATIONS S.A.

By: _____
Name: Stefano Buono
Title: Chief Executive Officer

Accepted and Agreed:

[Name]

Dated: _____

[Signature Page to Retention Letter Agreement — U.S. and Others]

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 Scheiffele

Title: Global Head, Strategy, NVS Oncology

By: /s/ Neil Berrisford

Name: Neil Berrisford

Title: Global Head, Compensation & Benefits Novartis Oncology

[SIGNATURE PAGE TO THE CONSULTING 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's 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 received 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:

Novartis Pharma AG

If to the Consultant:

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 Scheiffle

Name: Mari Scheiffle

Title: Global Head, Strategy, NVS Oncology

By: /s/ Neil Berrisford

Name: Neil Berrisford

Title: Global Head, Compensation & Benefits Novartis Oncology

[SIGNATURE PAGE TO THE CONSULTING 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's 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.