

**INTERIM MONITOR AGREEMENT**

This Interim Monitor Agreement ("Monitor Agreement") entered into this 15<sup>th</sup> day of June, 2005, among Francis J. Civile, Novartis AG and Sandoz Inc., (where "Respondents" as used herein means Novartis AG and Sandoz Inc. individually and collectively), provides as follows:

**WHEREAS** the United States Federal Trade Commission (the "Commission"), in *In the Matter*

Parents hereby agree that they will fully and promptly comply with all terms of the

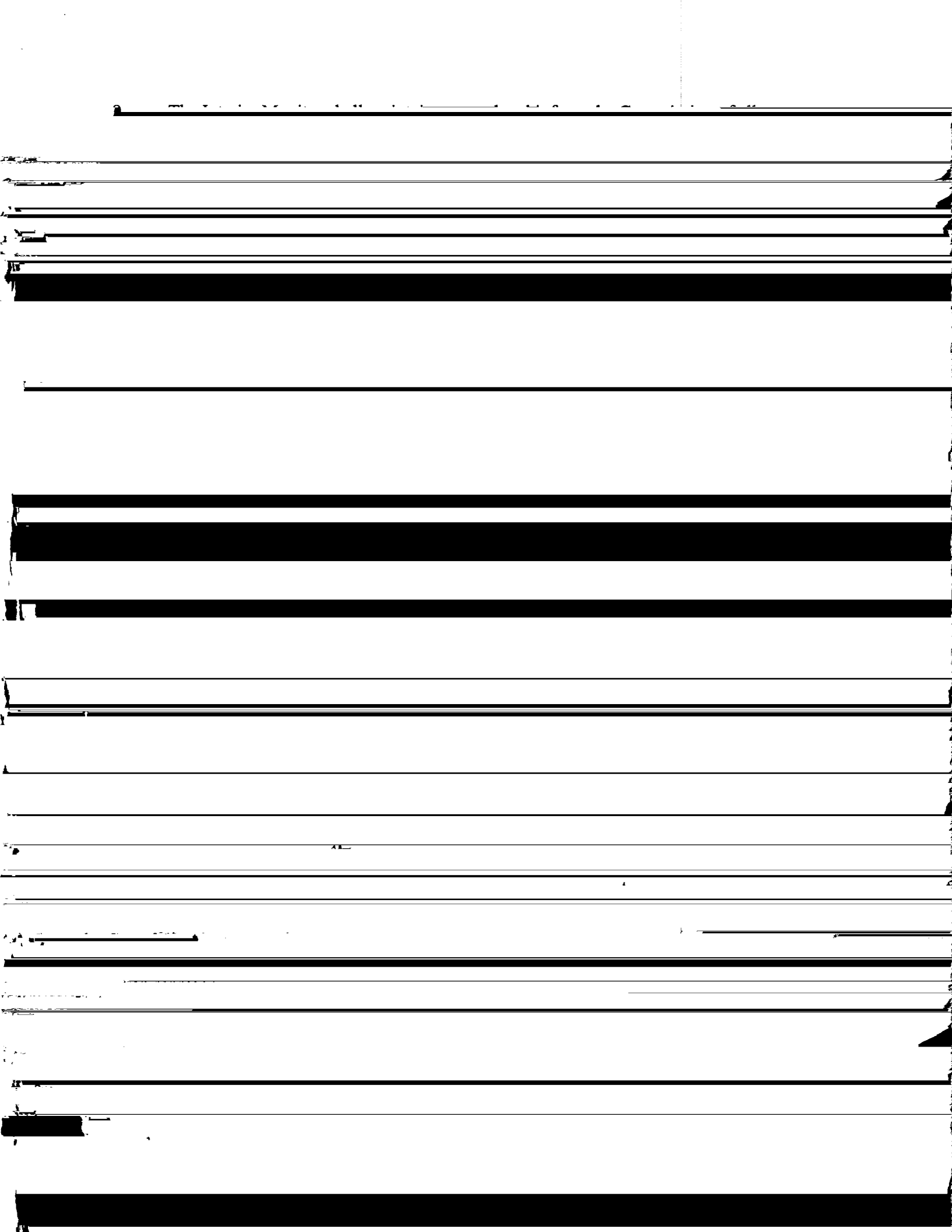
after the execution of this Monitor Agreement, relating to the manufacture, registration, regulatory approvals, marketing, sale and divestiture of the Monitored Assets, and such meetings may be attended by the Interim Monitor or his representative, at the Interim Monitor's option or at the request of the Commission or staff of the Commission;

- e. they will provide the Interim Monitor with the minutes, if any, of the above-referenced meetings, in accordance with the terms of the Monitor Agreement, and in any event, not later than three

minutes are available to any employee of the Respondents;

- f. they will provide the Interim Monitor with all correspondence, meeting minutes, telephone summaries, reports, sent to or received from the FDA after the execution of this Monitor Agreement relating to the Monitored Assets, and will provide prompt notice of any and all meetings or communications with the FDA relating to or affecting the Monitored Assets;
- g. they will provide the Interim Monitor with electronic or hard copies, as may be appropriate, of all reports submitted to the Commission pursuant to the Order, simultaneous with the submission of such reports to the Commission;
- h. to the extent not reflected in the reports submitted to the Commission pursuant to

*provided however that at the time the Order becomes final the reports described*



Monitor Agreement, and all reasonable and necessary travel time. Every six months such hourly rates should be reviewed and may be adjusted by agreement with Respondents.

- a. In addition, Respondents will pay (i) all out-of-pocket expenses reasonably incurred by the Interim Monitor in the performance of the Interim Monitor's duties, including any auto, train or air travel in the performance of the Interim Monitor's duties, international telephone calls, and (ii) all fees and disbursements ~~reasonably incurred by such consultants, accountants, attorneys, investment~~

~~brokers, business brokers, appraisers and other advisory, technical and assistances~~

reasonable expenses incurred in connection with the preparation for, or defense of, any claim, whether or not resulting in any liability, except to the extent that such losses, claims, damages, liabilities, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Interim Monitor.

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The Interim Monitor's maximum liability to the Respondents relating to services

[REDACTED]

employed by, or working with, the Interim Monitor, of any duty under this Monitor Agreement, the Interim Monitor shall promptly inform both Respondents and the Commission of such conflict or potential conflict.

23. In the performance of his functions and duties under this Monitor Agreement, the Interim

~~Monitor shall exercise the standard of care and diligence that would be expected of a~~

reasonable person in the conduct of his own business affairs.

24. It is understood that the Interim Monitor will be serving under this Interim Monitor



If to Sandoz:

Sandoz Inc.  
506 Carnegie Center  
Suite 400  
Princeton, NJ 08540  
Telephone: (609) 627-8510  
Fax: (609) 627-8684 (Attention: General Counsel)

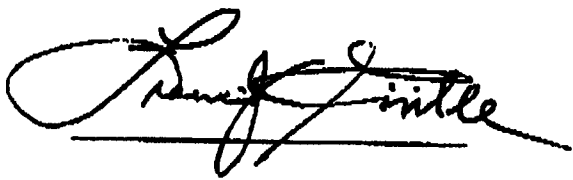
If to the Commission:

Federal Trade Commission  
601 New Jersey Avenue

30. This Monitor Agreement may be signed in counterparts.

IN WITNESS WHEREOF

Francis J. Civile



Novartis AG

Joerg Walther  
Authorized Signatory

Novartis AG

30. This Monitor Agreement may be signed in counterparts.

IN WITNESS WHEREOF the parties hereto have executed this Monitor

Francis J. Civile

Novartis AG

A handwritten signature in black ink, appearing to read "J. Krause", is written over the printed name "Novartis AG". The signature is fluid and cursive.

30. This Monitor Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Monitor Agreement as of the date first above written.

Francis J. Civile

Novartis AG

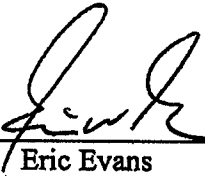
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\_\_\_\_\_  
Joerg Walther  
Legal Counsel

Novartis AG

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Peter Rupprecht  
Legal Counsel

Sandoz Inc.

  
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Eric Evans  
Vice President and  
Chief Financial Officer