

**SERVICES AGREEMENT**

This Services Agreement (the "Agreement") is made and entered into as of this .1<sup>st</sup> day of January, 2003, by and between

**NESTLÉ S.A.**, a Swiss corporation whose address is 55 avenue Nestlé, CH-1800 Vevey, Switzerland ("Nestlé")

and

**ALCON, INC.**, a Swiss corporation whose address is Bösch 69, CH-6331 Hünenberg, Switzerland ("Alcon").

**WHEREAS**, Nestlé has agreed to provide treasury and investment services to Alcon on the terms and conditions set forth in this Services Agreement.

**NOW, THEREFORE**, Nestlé and Alcon do hereby mutually agree as follows:

**1. Provision of Services**

1.1 During the Term of this Agreement (as defined in Clause 2), Nestlé shall, in the name and on behalf of Alcon, invest funds entrusted to it by Alcon and manage the investment portfolio so constituted (the "Services"). Such funds (the "Capital") managed by Nestlé shall at all times remain the property of Alcon. Any company directly or indirectly controlled by Alcon which wishes, with Nestlé's agreement, to benefit of the Services ("Alcon Affiliate") shall be covered by the terms and conditions of this Agreement. All payments due under Clause 3 below shall be made by Alcon for itself and for the Alcon Affiliates.

1.2 Subject to any limitation contained in this Agreement or communicated in writing by Alcon to Nestlé, Alcon hereby gives Nestlé full power, and expressly authorizes Nestlé, to act and invest in the name and on behalf of Alcon. Such power and authorization is strictly limited to any action taken by Nestlé for the purpose of rendering the Services under this Agreement.

1.3 In rendering the Services under this Agreement, Nestlé will follow the Nestlé Money Market Investment Guidelines and the Nestlé Treasury Money Market Limits.

1.4 Alcon shall communicate to Nestlé its instructions, which Nestlé is bound to follow, in terms of:

- currency and capital of the portfolio,
- minimum and maximum duration of the investment,
- counterpart limits (name, rating, amounts),
- portfolio benchmark.

In case Alcon's instructions contradict Nestlé's rules and guidelines under Subclause 1.3, Alcon's instructions shall govern. However, Nestlé shall not be bound by any instruction from Alcon regarding the choice of investment instruments used to render the Services, which shall be determined solely by Nestlé.

1.5 The parties agree that Nestlé may furnish the Services through affiliates of Nestlé.

## **2. Term**

The "Term" of this Agreement shall be the period commencing on the date hereof and ending on any termination date specified in a written notice from one party to the other sixty (60) days in advance of such termination.

## **3. Consideration**

In consideration of the Services furnished, Alcon shall pay Nestlé 10 basis points ("bps") for a total Capital up to and including USD 500 mio (or equivalent) and 7 bps if the total Capital exceeds USD 500 mio (or equivalent) (the "Fees").

## **4. Expenses**

Alcon shall bear the cost of, and shall promptly reimburse Nestlé for, all reasonable out-of-pocket costs incurred by Nestlé personnel in connection with furnishing the Services to Alcon and its affiliates, including but not limited to photocopying, telephone, telefax, postage, delivery costs, transportation and travel costs (airfare to be agreed in advance on a case by case basis) and out of town lodging and meal expenses.

## **5. Invoicing and Payment**

During each quarter, Nestlé shall invoice Alcon for the Services rendered during the previous quarter. The invoice shall include the Fees and the expenses incurred by Nestlé during the previous quarter in rendering the Services. Alcon shall pay the total invoiced amount to Nestlé within thirty (30) days from the date of invoice.

## **6. Liability**

Nestlé shall not be held liable for any damages suffered by Alcon arising from the rendering of the Services by Nestlé, unless Nestlé has acted in reckless disregard of the instructions given by Alcon as per Clause 1.4, in which case Nestlé shall only be liable for direct damages incurred by Alcon (excluding in particular any consequential or incidental damages or lost profits).

## **7. Confidentiality**

Each party hereby agrees to keep, hold and maintain in confidence all information of every kind and character of the other party that it may receive or collect, whether directly or indirectly, in the performance of the Services. The parties agree to use all reasonable efforts to neither directly nor indirectly disclose such information to any third party outside of Nestlé or Alcon.

## **8. Notices**

Any notices required or permitted to be given hereunder shall be in writing and shall be directed to the address of the receiving party as written above and to the attention of:

if to Nestlé:           Group Treasurer

if to Alcon:            Head of Finance

or to such other persons or addressees as either party may from time to time designate by a subsequent notice in writing to the other.

## **9. Applicable Law**

This Services Agreement is governed by the laws of Switzerland. In particular, the provisions on the ordinary mandate (articles 394 ff) of the Swiss Code of Obligations shall apply.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above written.

**NESTLÉ S.A.**

**ALCON, INC.**

/s/ Philippe Blondiaux  
Philippe Blondiaux  
Vice President, Group Treasurer

/s/ Guido Koller  
Guido Koller  
General Manager

/s/ Stefan Basler  
Stefan Basler  
Finance Manager

