

**GENERAL TERMS & CONDITIONS OF PURCHASE OF GOODS AND SERVICES OF
TEVA PHARMACEUTICALS EUROPE B.V.**

Filed with the trade register at the chamber of commerce under number 30110625

1. DEFINITIONS

In these General Terms and in the Agreement, the following definitions apply:

"Agreement" means an agreement between TEVA and Supplier for the purchase by TEVA of Goods and/or Services from Supplier, and consisting of a Purchase Order and such schedules or other documents as agreed by both Parties and are expressly referenced in or contain an express reference to the Purchase Order.

"Effective Date" means the date on which the Agreement is established in accordance with Clause 3.

"General Terms" means the present general terms and conditions for the purchase of Goods and Services.

"Healthcare Organization": An entity providing healthcare services including, without limitation, hospitals, clinics, pharmacies, and group medical practices.

"Healthcare Professional" ("HCP"): Members of the medical, dental, pharmacy, and nursing professions and any other persons who, in the course of their professional activity, are qualified or permitted to prescribe, supply, administer, purchase, recommend, reimburse, pay for or acquire a medicine, or influence or authorize any of the foregoing. The term also includes health service managers and administrative or clinical support staff who provide support to HCPs, as well as any employees of any entity that is owned by or comprised of HCPs.

"Government Official": Any (i) Official (elected, appointed, or career) or employee of a federal, national, state, provincial, local, or municipal government or any department, agency, or subdivision thereof; (ii) Officer or employee of a government-owned or –controlled enterprise or organization (e.g., a Healthcare Professional practicing at a government owned or -controlled hospital or clinic); (iii) Officer or employee of a public international organization (e.g., UN, World Bank, EU, WTO, NATO); (iv) Individual acting for or representing a government or any of the organizations referred to above, even if he/she may not be an employee of such government or organization; (v) Individual who is considered to be a government official under applicable local law; (vi) Candidate for political office; (vii) Official of a political party; and (viii) Family member of any of the Government Officials described in this definition.

"Government Entities": (i) Any federal, national, state, provincial, local, or municipal body or any

department, agency, or subdivision thereof a; (ii) Any government-owned or –controlled enterprise or organization (iii) Any public international organization (e.g., UN, World Bank, EU, WTO, NATO); (iv) Any political organization or office; (vii) Any entity which is considered to be a government body under applicable local law.

"Goods" means the goods, including any software, being purchased by TEVA from Supplier under the terms of and as described in the Agreement. Goods shall include all deliverables resulting from the provision of Services;

"Services" means the services being purchased by TEVA from Supplier under the terms of and as described in the Agreement. Services shall include all services, functions and responsibilities that are not specifically described in the Agreement but which are reasonably required for or incidental to the proper performance of the Agreement or the provision of the Services;

"Parties" means TEVA and Supplier, each of which is also referred to as a **"Party"**;

"Purchase Order" means a purchase order together with a purchase order number issued by TEVA to Supplier for the purchase of Goods and/or Services from Supplier;

"Specifications" means (i) functional and technical specifications in respect of the Goods, and (ii) any descriptions and requirements, including service levels, with regard to the Services; in either case as specified in the Agreement, in any standard documentation pertaining to the Goods or Services, or as may otherwise be agreed in writing between the Parties;

"Supplier" means the person, organisation or company, identified in the Agreement;

"TEVA" means Teva Pharmaceuticals Europe B.V., with offices at Piet Heinkade 107, 1019 GM, the Netherlands and registered at the Dutch Chamber of Commerce under number 30110625.

2. APPLICABILITY AND VARIATION

These General Terms shall apply to each Agreement. In the event of a conflict between the provisions of these General Terms and the provisions of the Agreement, the former shall prevail except to the extent the Agreement contains an express deviation from the General Terms. Unless expressly agreed otherwise in writing by TEVA, the applicability to the Agreement of any terms and conditions proposed by Supplier (whether or not referred to in any quotation, proposal, invoice or other documents of, or communications by, Supplier) is excluded. No

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variation of the General Terms or an Agreement shall be valid unless expressly agreed in writing by a duly authorised representative of TEVA.

3. ESTABLISHMENT OF AN AGREEMENT

An Agreement (including these General Terms) will be deemed established upon the earlier of (i) Supplier's receipt of a Purchase Order that has been issued by a duly authorised representative of TEVA, unless Supplier notifies TEVA in writing (including per email) that Supplier rejects the Purchase Order in whole or in part within two business days of receiving the same; or (ii) the commencement of performance by Supplier of such Purchase Order prior to receiving the same. TEVA shall not be bound to apparent mistakes in any Purchase Order issued, and may in any event revoke or replace a Purchase Order within two business days of issuing the same or, if later, until such time as Supplier commences the performance of the Purchase Order.

4. DELIVERY

4.1 Supplier shall deliver the Goods and provide the Services in accordance with applicable Specifications, promptly and within the timeframes as may be set forth in the Agreement or otherwise agreed between the Parties in writing, and at such location as is designated in the Agreement or as Parties may otherwise agree in writing.

4.2 Supplier shall be deemed in breach, without notice of default being required, if Supplier fails to deliver Goods or Services according to Specifications within agreed timeframes. If Parties have agreed a penalty for late or faulty performance, the payment of such penalty shall be without prejudice to any other rights and remedies available to TEVA under the Agreement or at law, including the right to claim performance or to claim damages that are in excess of the amount in penalties paid.

4.3 Supplier shall package and label the Goods in a manner suitable for transit and storage and in accordance with any specifications set forth in the Agreement or otherwise agreed between the Parties in writing.

4.4 Supplier shall ensure that all personnel deployed in the performance of its obligations under the Agreement shall conduct themselves in a professional and orderly manner and in accordance with all reasonable instructions issued by or on behalf of TEVA. In performing its obligations, Supplier shall use all reasonable efforts to minimise any disruption of TEVA's business operations. At TEVA's request, Supplier shall remove or replace personnel deployed in the supply of Services if TEVA reasonably objects to such personnel.

4.5 TEVA may, at its discretion, require that any Good or Service shall be subject to explicit acceptance by TEVA. Parties shall then perform such tests as are reasonably necessary and as may be further specified in the Agreement to determine whether the Good or Service complies with the Specifications. Supplier shall at its costs provide TEVA with such assistance as TEVA may reasonably require for the purpose of performing such acceptance tests.

5. TITLE, RISK AND INTELLECTUAL PROPERTY RIGHTS

5.1 Supplier warrants that at the date of delivery Supplier has full and unencumbered title to all Goods and has obtained and shall maintain all licences, clearances, consents and authorisations necessary for the supply of the Goods and Services. Unless otherwise provided in the Agreement, ownership title in respect of Goods and the risk of loss of or damage to the Goods shall pass to TEVA upon delivery or, if explicit acceptance has been agreed, upon the acceptance of the Goods by TEVA in accordance with the Agreement, without prejudice to Supplier's liability in respect of defects under the Agreement.

5.2 Unless stated otherwise in the Agreement, all intellectual property rights to Goods (deliverables) resulting from the provision of Services shall vest in TEVA, and Supplier shall at no additional charge execute all documents and do all such things as are reasonably required to ensure that these rights vest in TEVA.

6. COMPLIANCE AND QUALITY ASSURANCE

6.1 Supplier shall perform its obligations under the Agreement in accordance with all applicable laws and regulations and good industry practice. Supplier represents and warrants that it conducts its business in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws. Supplier shall (and shall ensure that its agents, and its and their directors, officers and employees shall) comply with all reasonable policies of TEVA notified to the Supplier in advance and in writing.

6.2 Supplier shall ensure that upon delivery the Goods will be in good working order and free from defects in materials and workmanship (including, as regards software, any known viruses or other malware), will comply with all Specifications and any legal requirements (including applicable safety standards), and will be fit for the purpose for which the Goods may reasonably be expected to be intended or any other purpose expressly made known by TEVA.

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- 6.3 Supplier shall ensure that Services are provided in accordance with the Specifications and any legal requirements and industry standards applicable to such Services, using the skill, expertise and care one might reasonably expect from a diligent, suitably qualified and experienced professional service provider.
- 6.4 Supplier will allocate sufficient, appropriately qualified and experienced personnel and other resources to enable its performance of the Agreement in accordance with the terms and conditions thereof.
- 7. REMEDY OF DEFECTS**
- 7.1 In the event that upon delivery or during such warranty period as is specified in the Agreement or is applicable at law, Goods or Services (whether or not inspected, tested or accepted by TEVA) do not comply with the Specifications or other requirements under the Agreement, TEVA shall notify Supplier thereof and may: (i) reject the Goods or Services and terminate the Agreement in respect thereof, in which event Supplier shall (against the return of the Goods concerned) reimburse TEVA for all amounts paid for the faulty Goods or Services; or (ii) allow Supplier the opportunity to remedy the non-compliance within a reasonable period or such period as TEVA sets forth in its aforementioned notification, in which event Supplier shall promptly and at its cost remedy such non-compliance by repairing or replacing the non-compliant Good or re-performing the non-compliant Services. Supplier shall be responsible for and bear the costs of removing and returning any rejected or replaced Goods and any required storage pending such removal and return.
- 7.2 If Supplier is unable to remedy any non-compliance as indicated in clause 7.1 or to do so within a reasonable period of time or such time as is specified in TEVA's notification of the non-compliance, then TEVA shall, at its discretion and against compensation by Supplier of the reasonable additional costs incurred by TEVA in connection therewith, be entitled to undertake the remedy itself or to instruct a third party to do so on its behalf. Supplier shall at its costs provide TEVA and the aforementioned third party all reasonable assistance in enabling such remedy.
- 7.3 The rights and remedies provided in this clause 7 are without prejudice to any other rights and remedies available to TEVA under the Agreement or applicable law, or under any warranties of third party suppliers which Supplier passes on to TEVA.
- 8. PRICES AND PAYMENT**
- 8.1 Unless stated otherwise in the Agreement, all prices for the Goods and Services (i) are fixed; (ii) shall be stated and payable in the currency as specified in the Purchase Order or, in the absence thereof, in Euro; (iii) are stated exclusive of value added tax, but inclusive of all other taxes, duties, royalties and levies; and (iv) include all costs of packaging, labelling, carriage, insurance, delivery and all other expenses (including communication costs and travel and living expenses) pertaining to the performance of the Agreement.
- 8.2 Unless stated otherwise in the Agreement, TEVA will pay for Goods and Services delivered as specified in the Agreement within sixty (60) days following the date on which TEVA receives a correct invoice which specifies the Goods and Services in sufficient detail and references the correct Purchase Order. Actual payment day may be the specific predetermined monthly payment run date, on the 10th or on 25th day of each month, immediately following the required payment date as per the payment terms specified on the Purchase Order. TEVA may, upon written notice to Supplier, suspend payment of incorrect invoices and/or disputed amounts until a correct invoice is issued or the dispute is resolved.
- 8.3 TEVA shall be entitled to set-off any amounts due and owing to Supplier under or in connection with the Agreement against amounts which are, on whatever basis, due and owing by Supplier to TEVA.
- 9. LIABILITY, INDEMNIFICATION AND INSURANCE**
- 9.1 Except for damages caused by TEVA's wilful intent or gross negligence (*bewuste roekeloosheid*), TEVA's aggregate liability for damages arising from or in relation to the Agreement, whether in contract, tort (*onrechtmatige daad*) or otherwise, is limited to the total amounts payable by TEVA for Goods and Services under the Agreement, and TEVA's liability for indirect or consequential damages, howsoever arising, is entirely excluded, which include (without limitation) loss of revenues, profits, anticipated savings and goodwill.
- 9.2 Supplier shall indemnify and hold harmless TEVA (which, for the purpose of this clause 9, includes its affiliates, and its and their directors, officers and employees) from and against any loss, liability and costs (including legal costs) directly or indirectly arising from any claim by a third party that the Goods and/or Services, or the purchase, receipt or use of the Goods and Services by TEVA in accordance with the Agreement, infringes any rights of such third party. TEVA shall notify Supplier in writing upon becoming aware of any such claim.
- 9.3 The Supplier shall maintain adequate insurance for its liabilities under the Agreement and shall, promptly upon TEVA's request, provide reasonable evidence of such insurance.

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10. CONFIDENTIALITY AND ADVERTISEMENT

10.1 The Supplier shall treat all information supplied by TEVA (including the terms and conditions of the Agreement) as confidential and shall not, directly or indirectly, disclose or use such information for any other purpose than to perform the Agreement in accordance with its terms, unless (i) the information is or becomes part of the public domain other than by breach of this confidentiality obligation; (ii) such disclosure or use is mandatory under applicable law; or (iii) such disclosure or use is ordered by any competent court, governmental or supervisory authority, in each case acting within its jurisdiction, provided that in such event Supplier will notify TEVA promptly of any such order (unless such order forbids the same) and shall provide all reasonable efforts to limit the disclosure or use of the confidential information pursuant to the order as far as possible. Supplier shall ensure that its directors, employees, advisors and/or agents, who are necessarily aware of TEVA's confidential information for the performance of this Agreement, are advised of, and Supplier shall ensure their adherence to, this confidentiality obligation.

10.2 The Supplier shall not, without the prior written consent of TEVA, advertise, publish or otherwise disclose in any way whatsoever the fact that Parties have entered into an Agreement, or use the name or trademarks of TEVA.

11. TERMINATION

11.1 Without prejudice to its rights of termination under applicable law, TEVA may terminate the Agreement in whole or in part without incurring liability towards Supplier:

- (a) if Supplier breaches its obligations under the Agreement and, if such breach is capable of remedy, fails to cure the same within thirty (30) days following receipt of written notice specifying the breach or within such other period as is specified in the notice; and
- (b) if Supplier ceases to do business, becomes insolvent, has a receiver, manager, administrator or similar officer appointed in respect of the whole or any part of its assets or business, enters into any moratorium or suspension of payments proceeding, makes any composition or arrangement with its creditors, or an order or resolution is made for its dissolution or liquidation, or enters into liquidation voluntarily.

11.2 Unless expressly stated otherwise in the Agreement, TEVA may terminate the Agreement for convenience at any time and without incurring liability towards Supplier upon written notice to Supplier taking into

account such reasonable notice period as may be determined at TEVA's sole discretion. Such termination shall not render TEVA liable for the payment of any amounts for Goods or Services still to be provided by Supplier at the date of termination, unless expressly agreed otherwise in writing between the Parties.

12. SUPPLIER CODE OF CONDUCT AND ANTI-CORRUPTION

12.1 Supplier represents and warrants that it will:

- (a) familiarize itself with the requirements of the Teva Supplier Code found at http://www.tevapharm.com/files/supplier_FAQs/Teva_Supplier_Code_of_Conduct_vFinal_2017.pdf (the "Teva Supplier Code");
- (b) answer any reasonable inquiry regarding compliance with the Teva Supplier Code; allow reasonable audits during regular business hours to assess compliance with the Teva Supplier Code;
- (c) train any representative who is involved with the performance of Services on anti-corruption and anti-bribery, at its own expense, and that such training shall include the provisions of the applicable anti-corruption and anti-bribery laws and the standards set out in the Teva Supplier Code;
- (d) provide Teva with prompt written notice of any facts or circumstances (whether occurring prior to or after the Effective Date) which cause or may cause any of the representations and warranties contained in this subsection not to be true, accurate and complete as of the Effective Date or as of any date thereafter;
- (e) and acknowledge that the failure to adhere to these standards shall entitle Teva to terminate this Agreement.

12.2 Supplier understands that TEVA is subject to the applicable anti-corruption laws and principles (including the United States' Foreign Corrupt Practices Act and the United Kingdom's U.K Bribery Act 2010, collectively: the Applicable Anti-Corruption Laws and Principles). The Anti-Corruption Laws and Principles prohibit the corrupt payment, offer, promise, or authorization of the payment or transfer of anything of value or any benefit, directly or indirectly, to any Government Official, or to any other person while knowing that all or some portion of the payment, thing of value, or benefit will be offered, given, promised, or passed on to a Government Official. Certain of the Applicable Anti-Corruption Laws and Principles also prohibit

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- commercial bribery—i.e., the payment or transfer of anything of value, any benefit, or any advantage, directly or indirectly, to any private person with the intention to improperly obtain or retain business or any business advantage or to improperly influence the recipient's behavior.
- 12.3 Supplier represents that it has not been found by a government agency or court to have violated any Applicable Anti-Corruption Laws or Principles. Supplier represents and covenants further that nothing of value received under this Agreement has been or will be accepted or used by it for any purpose that would violate or be contrary to the Applicable Anti-Corruption Laws and Principles, nor has it or will it take any action that would violate or be contrary to the Applicable Anti-Corruption Laws and Principles.
- 12.4 Supplier represents and covenants further that, unless permitted under the Applicable Anti-Corruption Laws and Principles, it has not paid, promised to pay, authorized a payment, given, permitted to give, or authorized the giving, and will not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value or any benefit to any Government Official for purposes of (i) influencing any act or decision of such Government Official in his official capacity, (ii) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such Government Official; (iii) securing any improper advantage; or (iv) inducing such Government Official to use his influence to affect or influence any act or decision of the government with respect to any activities undertaken relating to this Agreement.
- 12.5 Supplier will not make or permit any off-the-books accounts, inadequately identified transactions, recording of non-existent expenditures, entry of liabilities with incorrect identification of their object, or the use of false documents in connection with performing on this Agreement. Supplier will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under this Agreement.
- 12.6 Without derogating from any other rights which TEVA has to audit the records of Supplier under this Agreement or any other agreement between the parties, for the term of this Agreement and a period of five (5) years thereafter, TEVA shall be entitled to audit all books, records, invoices, and relevant documentation of Supplier related to this Agreement in order to verify compliance with the terms of this Clause and the requirements of the Applicable Anti-Corruption Laws and Principles. Supplier will cooperate fully in any audit or investigation conducted by TEVA in relation to compliance with this Agreement or the Applicable Anti-Corruption Laws and Principles.
- 12.7 TEVA shall have the right to suspend or terminate this Agreement and any payments thereunder if it has a good faith belief that Supplier or any of its personnel may have violated or acted contrary to any of the terms of Clause or the Applicable Anti-Corruption Laws and Principles.
- 12.8 Supplier agrees that all of the representations contained herein shall remain true and accurate throughout the duration of this Agreement. Supplier must inform TEVA promptly if it becomes aware of any potential breach of this Clause or the Applicable Anti-Corruption Laws and Principles or any other change that would render any of the representations herein untrue or inaccurate. Failure to notify TEVA under this section shall constitute a material breach of this Agreement by Supplier entitling TEVA to terminate this Agreement.
- 12.9 Clauses 12.2 through 12.9 are only applicable to any Supplier engaged and/or paid by TEVA that may, with reasonable foreseeability, act on behalf of or represent TEVA, directly or by an intermediary, in front of Government Officials, Governmental Entities, Healthcare Organizations or Healthcare Professionals.
- 13. GENERAL**
- 13.1 If any provision of the Agreement (including these General Terms) is held to be invalid or unenforceable by a competent court of law, the validity or enforceability of any other provision of the Agreement shall not be affected and the Parties shall in good faith negotiate a valid and enforceable replacement provision which approximates as far as possible the purpose of the provision held to be invalid or unenforceable.
- 13.2 Supplier may not assign, delegate, subcontract, charge or otherwise transfer or encumber any of its rights and obligations under the Agreement without the prior written consent of TEVA. Supplier shall in any event be liable towards TEVA for acts and omissions of any third party included by Supplier in the performance of the Agreement as if it were acts and omissions of Supplier itself.
- 14. GOVERNING LAW AND JURISDICTION**
- 14.1 These General Terms and the Agreement are governed by the laws of the Netherlands.
- 14.2 The competent courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute between the Parties arising from or in relation to these General Terms or the Agreement.