

GENERAL TERMS OF BUSINESS

These terms and conditions concerning deliveries of goods and services are applied by **TEVA Pharmaceuticals Slovakia s.r.o.**, with its registered office at Teslova 26, 821 02 Bratislava, Company ID 35 923 253

Acting through: Juan Carlos Conde Ibarra, Executive Officer

Gintaras Miciulis, Executive Officer

Corporate ID (IČO): 359 23 253

VAT Reg. No. (IČ DPH): SK 2021957124

Account No: Citibank Bratislava, 2006260005/8130

IBAN: SK86 8130 000 0020 0626 0005

SWIFT: CITISKBA

Registered in the Commercial Register maintained by Bratislava I District Court, Section: Sro,

Reg. File No.: 35083/B

(the "Seller" or "Teva SK")

1. Definitions and interpretation

1.1. Unless otherwise stipulated herein or unless the context requires otherwise, capitalized terms used in this document shall have the following meaning for the purposes of these General Terms of Business:

"VAT" means Value Added Tax;

"Commercial Code" means Act No. 513/1991 Coll., as later amended;

"Buyer" or **"Client"** or **"Customer"** means **Teva Pharmaceuticals Slovakia, s.r.o.**, having its Registered Office on Teslova 26, 821 02 Bratislava, Corporate ID (IČO): 359 23 253, VAT Reg. No. (IČ DPH): SK 2021957124, registered in the Commercial Register maintained by Bratislava I District Court, Section: Sro, Reg. File No.: 35083/B

"Seller" or **"Contractor"** or **"Vendor"** means an entity entering into contractual relationship with **Teva Pharmaceuticals Slovakia, s.r.o.** in accordance with these General Terms of Business;

"GTB" means the present General Terms of Business issued in accordance with Section 273 of the Commercial Code and forming inseparated parts of the relevant contract as its Annex;

"Business Day" means a day on which banks in the Slovak Republic are open for the public;

"Contract Documentation" means the relevant agreement (purchase agreement or contract for work), including any draft thereof, i.e. Purchase Orders and these GTB;

"Parties" mean collectively or individually the Buyer or the Client or generally the Customer, and the Seller or the Contractor or generally the Vendor.

1.2. Unless expressly stated otherwise, or unless the context requires otherwise, the terms defined above shall – when capitalized – retain the meaning stipulated above if used in any part of the Contract Documentation, and shall under all circumstances be construed as such.

- 1.3. Unless expressly stated otherwise, or unless the context requires otherwise, references to articles used in the present GTB shall mean references to articles of the present GTB.
- 1.4. If the Contract Documentation state any deadlines or periods based on the number of days, months and years, this shall be understood to mean calendar days, months and years, unless expressly stated otherwise.
- 1.5. If the Contract Documentation or any part thereof is executed in both the Slovak and another language version, the Slovak version shall always prevail.
- 1.6. **Teva Pharmaceuticals Slovakia, s.r.o.** is required to inform its contractual partners about any amendments to these GTB as may be introduced by Teva Pharmaceuticals Slovakia, s.r.o. at least 30 days before the intended effective date of the amendment by publishing the text of the amendment on its website www.teva.sk
- 1.7. Should there be any differences between the provisions of the relevant agreement and the present GTB, the provisions of the former shall prevail.

2. Special Provisions on Ordering Goods

These special provisions regulate legal relationships between the Parties for delivery of goods.

2.1. Definitions and interpretation

"Purchase Agreement" means any individual purchase agreement concluded between the Parties having as its subject matter deliveries of Products by the Seller to the Buyer;

"Purchase Order" means an order for Products placed by the Buyer in writing or electronically; a Purchase Order shall also serve as proposal for the Purchase Agreement;

"Product" means goods supplied by the Seller to the Buyer on the terms and conditions set out in the Purchase Agreement and the GTB.

2.2. Deliveries of Products

2.2.1. The Seller must deliver the Products to the Buyer in accordance with the Contract Documentation and the present GTB, while exerting maximum care and effort as may be reasonably required to meet the Buyer's requirements for the Product quality.

2.3. Purchase Price, Terms of Payment

2.3.1. Buyer shall pay to the Seller the purchase price for the Products as and when required, in the amount stated in the Purchase Agreement and in a manner and on the conditions stipulated in the present GTB.

2.3.2. Unless otherwise stipulated in the Contract Documentation, all prices are stated exclusive of VAT.

2.4. Purchase Orders for Products

2.4.1. Buyer will issue and submit to the Seller a written Purchase Order via e-mail before the required Product delivery date.

2.4.2. As a rule, Buyer's Purchase Orders shall comprise the following details:

- i. identification of the requested Product by specifying the product type, size, colour and possibly other parameters as required by the Buyer;
 - ii. identification of the Buyer and the Buyer's contact person, including the e-mail address;
 - iii. quantity of the purchased Product;
 - iv. requested date of delivery;
- 2.4.3. Seller shall send a signed copy of the Purchase Order via e-mail within the subsequent ten (10) Business Days following its receipt. A Purchase Agreement shall be deemed entered into upon delivery of the signed copy of the Purchase Order, i.e. the delivery thereof by mail, fax or e-mail, always no later than on the date when the Seller may be expected to fulfil the Purchase Order in view of the given circumstances, or on the first day on which the Seller starts fulfilling the Purchase Order. Confirmation of a Purchase Order that includes amendments, objections, restrictions or other changes is deemed rejection of the Purchase Order and is considered a new proposal for a Purchase Agreement. In such a case, subsequent written confirmation of so modified Purchase Order by the Buyer will be required for the conclusion of Purchase Agreement.

2.5. Shipping of Products

- 2.5.1. The purchase price of the Products stated in the Contract Documentation includes transport, packaging and insurance coverage until the Products are received by the Buyer. The place of delivery is the address of Buyer's principal office, unless otherwise stated in writing in the Purchase Agreement; the delivery term is DAP (Incoterms 2010).

2.6. Terms of Delivery

- 2.6.1. Product will be delivered by the Seller and received by the Buyer under the Product's delivery note signed by the Buyer's responsible employee. Delivery of Product shall be deemed to constitute a taxable supply within the meaning of the Value Added Tax Act.
- 2.6.2. Products will be delivered DAP TEVA Pharmaceuticals Slovakia s.r.o., Teslova 26, 821 02 Bratislava (Incoterms 2010), unless set out otherwise in the Purchase Agreement.

2.7. Terms of payment

- 2.7.1. Seller is entitled to issue an invoice billing for the purchase price of the Product no earlier than on the Product delivery date.
- 2.7.2. Invoices will be payable within 60 days of registration of receipt of any particular invoice by the Buyer's mail room. Payments will be made by wire transfer to the Seller's bank account specified in the invoice. Buyer will be entitled to pay the purchase price on a Seller's bank account other than that specified in the invoice if (i) if the bank account specified in the invoice is not an account published by the tax administrator pursuant to applicable provisions of Act No. 222/2004 Coll. concerning value added tax, as amended (the "Value Added Tax Act" or "VAT Act") and, at the same time, (ii) Seller's bank account to which the Buyer transfers a payment is published as such in a publicly accessible register of VAT payers at the time of making the payment. Each of the Parties is responsible for the fees charged by its bank.
- 2.7.3. If, at the date of taxable supply or at any time within the maturity period of an invoice the Seller is identified as unreliable VAT payer pursuant to Section 69(14) of the VAT Act and the Seller will not deliver a confirmation of due payment of the VAT on the taxable supply to the Buyer at least 7 Business Days before expiry of the invoice maturity date, the Buyer reserves the right to pay to the Seller's bank account only the Product's purchase price exclusive of VAT. The Parties have agreed that so withheld amount of VAT will serve to

the Buyer as a guarantee, should the Buyer become liable for the outstanding tax on the delivery not settled by the Seller. The Buyer is authorized to use the so withheld amount of VAT for settlement of the relevant outstanding tax on the taxable supply, if the Buyer is obliged to pay such tax on behalf of the Supplier as a guarantor, or to transfer the withheld amount of VAT to the Seller within 10 Business Days of the date on which the Seller furnishes a proof of settlement of the tax on the taxable supply in question. Also, the Seller agrees to inform the Buyer within 5 Business Days of publishing of the relevant information that the former has become unreliable payer pursuant to the VAT Act. If the Seller fails to fulfil the above notification obligation as and when required, it will be required to pay to the Buyer a contractual penalty of EUR 1,500 (in writing: fifteen hundred euros).

2.7.4. In addition to the details required to be included in tax documents under Section 74 of the Value Added Tax Act (and other generally binding legal regulations), also the following shall be shown in each invoice:

- i. Buyer's purchase order No.;
- ii. identification of the Purchase Agreement under which performance has been made;
- iii. identification of the document certifying the taxable supply;
- iv. invoice number and its due date;
- v. amount of advance payment;
- vi. customs tariff number (if required).

2.7.5. Invoices must bear the Seller's stamp and signature of the person authorized to issue the invoice on behalf of the Seller.

2.7.6. If the Products delivered by the Seller:

- i. are of poor quality; or
- ii. are inadequate in quantity; or
- iii. have wrong invoiced price; or
- iv. have no test certificate; or
- v. lack any other important required element(s),

the Buyer will be entitled not to settle the invoice. In such a case, the invoice will be returned to the Seller.

2.7.7. If there any of the elements of an invoice are either incorrect or missing, the Buyer will be entitled to return the invoice to the Seller prior to its due date. In such a case, the Seller is obliged to issue a new invoice with a new due date in line with Article 2.7.2

2.8. Quality of Products

2.8.1. Quality of the Products supplied by the Seller must conform to the quality required according to the valid Product specification in the Contract Documentation and/or relevant legal regulations.

2.9. Buyer's Rights Arising from Deficient Performance, Warranty and Risk of Damage to Products

2.9.1. If, as a result of the Seller's breach of its obligations resulting from generally binding regulations or from the Contract Documentation or these GTB, the Buyer or third parties incur damage to property or other harm as a consequence of using the Products, the Seller will pay damages regardless of who is to blame. The obligation contained in the preceding sentence is valid also after the Purchase Agreement is terminated for whatever reason, including withdrawal from the Agreement by one or both of the Parties.

2.9.2. Defect means deviation from the quantity, type and qualitative characteristics of the Product as stated in the Purchase Agreement or in generally binding regulations. A defect also means if the Seller does not warn the Buyer about defects of the Product, even if

such defects are not typical for the Product. A defect also means a defect in documents delivered together with the Product. The Seller hereby represents and guarantees to the Buyer that:

- a) the Products delivered conform to the agreed specification and quality. The Seller guarantees that Products are manufactured in accordance with generally binding regulations and standards;
- b) documents submitted to the Buyer are complete;
- c) the Seller is the sole owner of the Product and these are free from liens, pre-emptive rights, encumbrances or any other third party rights, including industrial property rights;
- d) the Seller holds all necessary licences/permits required for manufacturing the Products;
- e) Products shall retain all relevant characteristics, the agreed quality and wholesomeness and that the Products will be fit for use for at least 24 months (hereinafter the "**Warranty Period**"), and that the Seller guarantees the quality of the Product during the entire warranty period.

2.9.3. Buyer is obliged to notify to the Seller defects on/in Products in writing within 15 Business Days after the defect was discovered. The notice must contain the description of the nature of the identified defect(s), whether the defect constitutes a material breach of the Agreement and which of the possible rights arising from the defect the Buyer chooses to exercise.

2.9.4. If a dispute regarding the Product quality (or regarding conformity of the Product with specifications contained in documentation) cannot be solved amicably, the Seller and the Buyer undertake to submit the Product for analysis to an independent party on whom they mutually agree. If the Parties fail to agree on selection of such independent party within 7 days following the date of the proposal, the independent party shall be appointed by the Buyer. The findings of the independent party are binding on both Parties and the cost of the analysis will be borne by the Party whose claims regarding the Product quality (or conformity with specifications) were found to be untrue.

2.9.5. The Parties have agreed that material breach of the agreement shall be deemed especially the occurrence of such defect(s) of the Product that prevents the Product from being used wholly or partly. Unless the Buyer requests of the Seller otherwise in the notice of material defect(s) of the Product, the Seller is obliged to remove the defects at its costs within 10 days of receipt of the defect notice and if the Seller fails to do so in fullest extent, the Buyer is entitled to request a discount on the purchase price for the Product or to withdraw from this agreement, or to remove the defect(s) on its own or by appointing a third party at the Seller's costs and risk.

2.9.6. In the case of occurrence of defect(s) not constituting a material breach of the agreement, the Buyer is entitled to request removal of the defect or an adequate discount on the purchase price. If the Seller fails to remove the defects within 10 days of receiving the Buyer's defect notice, the Buyer is entitled to request a discount on the purchase price or to remove the defect(s) on its own or by appointing a third party at the Seller's cost and risk or to withdraw from this agreement.

2.9.7. This shall be without prejudice to other Buyer's entitlements arising from defective Products in accordance with generally binding legal regulations.

2.9.8. The risk of damage to the Products passes onto the Buyer at the moment of the Buyer's acquisition of the title to the Products. Buyer acquires ownership title to the Products upon their acceptance and receipt at the place of delivery.

2.10. Penalties

- 2.10.1. Should the Seller default in delivering a Product or any part thereof, the Buyer shall be entitled to charge to the Seller a penalty of 0.05% of total invoiced value of the non-delivered Product per each, including started, day of the delay, unless the Parties agree otherwise.
- 2.10.2. Should the Buyer default in payment of the invoiced value for the supplied Products, the Buyer shall pay to the Seller a penalty of 0.05% of the outstanding amount for each day of the delay, and in any case only up to 5% of the price of the Products supplied under the Purchase Agreement.
- 2.10.3. The penalty must be charged to the other Party in writing and the bill must be duly delivered to the other Party. The bill must indicate the amount of the penalty and its justification. Penalties are due within ten (10) days of delivery of the payment notice to the breaching Party, unless the Parties agree otherwise.
- 2.10.4. The obligation to pay the penalty shall be without prejudice to the relevant Party's right to claim full damages. The obligation to pay the penalty may also occur repeatedly and the total amount of the penalty is not limited.
- 2.10.5. The obligation to pay the contractual penalty shall survive the termination of the Purchase Agreement or withdrawal from the Purchase Agreement by either of the Parties, or both of them.

2.11. Withdrawal from the Purchase Agreement

- 2.11.1. Contractual relationship established under the Purchase Agreement may be terminated by written agreement between the Parties or written withdrawal from the Purchase Agreement by either of the Parties, should a material breach of the Agreement by the other Party occur.
- 2.11.2. Material breach of the Purchase Agreement shall be deemed the following:
 - i. if the Buyer defaults in payment of the purchase price for more than three months; or
 - ii. if the Seller fails to deliver Products in the agreed quality and according to the specification and/or other conditions stated in the Contract Documentation; or
 - iii. if the Seller is in delay with the Product delivery for a period exceeding 30 days.
- 2.11.3. In the withdrawal notice, the withdrawing Party must state the underlying reason.

3. Common Provisions

3.1. Service of Documents

- 3.1.1. Any notice or other communication to be made according to the Contract Documentation or in connection herewith shall be made in writing
 - i. and sent by registered mail with a delivery note; the mail is considered delivered on the date of delivery specified in the delivery note; or
 - ii. by fax; the communication shall be considered delivered at the moment of transmission, if a copy of the sending Party's fax message includes a confirmation of successful transmission to the recipient's fax number;
 - iii. by e-mail; the communication shall be considered delivered at the moment of sending, provided that it had been sent to e-mail addresses of the Client stated below if sent by the Contractor and to the address from which the Client and the Contractor have communicated if sent by the Client, or
 - iv. by delivery to the Client's address for service of documents.
- 3.1.2. Client's contact details:

- i. Client's address for correspondence: **Teva Pharmaceuticals Slovakia, s.r.o.**, having its Registered Office at Teslova 26, 821 02 Bratislava
 - ii. fax: +421 2 5726 7919;
 - iii. to the contact person's e-mail address.
- 3.1.3. Communication to the Contractor shall be delivered to the address of its registered office or place of business entered in the Commercial Register or other register, unless the Contractor informs the Client of another contact address, and to the e-mail address of the person communicating for the Contractor in Contract Documentation matters.
- 3.1.4. If a communication is delivered in accordance with the provisions of this Article on other than a Business Day, such communication shall be considered delivered on the following Business Day for the purpose of the relevant agreement.

3.2. Compliance with Law

- 3.2.1. Definitions: For the purposes of this Article, the following terms shall have the meanings assigned to them below: (i) "Personnel" means owners, members of executive and representative bodies and officers, if any, and any of the supplier's employees, agents, or consultants that may reasonably be expected to perform under this Agreement; (ii) "Government Official" means any of the following: (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, company, 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., UNO, World Bank, EU, WHO, NATO); (iv) individual acting for or representing a government or any of the organizations referred to above, even if he/she is not 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; and (vii) an official of a political party. (iii) "Close Family Member" means any parent, child, spouse, or sibling, whether by blood or marriage. (iii) "Party" or "Parties" refers to Seller and the Buyer.
- 3.2.2. Anti-Corruption Principles and Legislation: Seller understands that Teva Pharmaceutical Industries Ltd. and/or its subsidiaries including, without limitation, the Buyer (collectively "Teva") are subject to certain anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act ("FCPA") and/or the U.K. Bribery Act 2010 ("Bribery Act"). For the avoidance of doubt, this reference to the FCPA and the Bribery Act is included in the Contract Documentation in order to make Seller aware that such anti-corruption laws may apply to Teva, while the Supplier is not required to follow such anti-corruption laws, unless they apply also to the Supplier. Seller understands that Teva and Seller are required to comply with anti-corruption and anti-bribery laws of those jurisdictions where Seller will provide goods and/or services to, or otherwise act on behalf of, Teva (herein referred to as the "Applicable Anti-Corruption Laws"). The Applicable Anti-Corruption Laws, together with the principles contained in the Organisation for Economic Co-Operation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, effective 15 February 1999, on which many international anti-corruption laws are based, are herein referred to as the "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 Anti-Corruption Laws and Principles also prohibit 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 behaviour.

- 3.2.3. Knowledge and Compliance: Seller agrees to ensure that all of its Personnel be acquainted with the purpose and provisions of the Anti-Corruption Laws and Principles. Also, the Seller agrees to take appropriate steps to ensure that its employees follow the letter and spirit of the Anti-Corruption Laws and Principles and refrain from any act or conduct that might result in violation of the Anti-Corruption Laws and Principles by either of the Parties.
- 3.2.4. Seller undertakes to maintain policies, rules and internal controls in a manner ensuring that they will be compliant with the Anti-Corruption Laws and Principles in the course of performance of this Agreement. Such policies, rules and internal controls will include processes through which employees will obtain approval of any payment to be made to Government Officials, healthcare professionals, or customers in connection with the performance of relevant Agreement (e.g., gift, travel, entertainment, hospitality, consulting, and research expenditures).
- 3.2.5. No Action Contrary to Anti-Corruption Laws and Principles: Seller represents that it has not been found by a government agency or court to have violated the FCPA or any Anti-Corruption Law of any country. Seller also represents that nothing of value received under relevant Agreement has been or will be accepted or used by it for any purpose that would violate or be contrary to the Anti-Corruption Laws and Principles, nor has it taken or will it take any action that would violate or be contrary to Anti-Corruption Laws and Principles.
- 3.2.6. Status of Employees, Family Relationships: The Seller represents that none of its Personnel are Government Officials. The Seller represents that it has fully disclosed any existing Close Family Member relationships between any of its Personnel and any Government Official and undertakes to disclose any close family relationships that may arise while any of the Seller's obligations owed to the Buyer under this Agreement is effective.
- 3.2.7. Purpose of Remuneration: The Contractor acknowledges and agrees that payments and bonuses under the applicable contract represent the fair market value of the services and that their payment will not inappropriately force the Contractor to prescribe, buy or recommend Customer's products, or take formally steps inuring for the Customer's benefit that would be unlawful, unethical or in breach of trust or other duty.
- 3.2.8. Method of Payments: The Parties agree that all payments made to Seller under with relevant Agreement shall be made after receipt of an invoice detailing the services provided during the covered period. All payments shall be made by bank transfer for to the Seller's account in the country where goods and/or services are delivered/provided or the country of residence/principle place of business of the Seller.
- 3.2.9. No Unauthorized Payments: the Seller represents that, unless permitted under the 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 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 relevant Agreement.
- 3.2.10. Accurate Books and Records: Seller 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 performance of its obligations owed to the Customer under relevant Agreement. Seller shall keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under relevant Agreements.

- 3.2.11. **Rights of Audit:** Without derogating from any other rights which the Buyer has to audit the records of Seller under relevant Agreement or any other agreement between the parties, for the term of relevant agreement and a period of five years thereafter, Buyer shall be entitled to audit all books, records, invoices, and relevant documentation of Seller related to this Agreement in order to verify compliance with the terms of this Article and the requirements of the Anti-Corruption Laws and Principles. Seller will cooperate fully in any audit or investigation conducted by the Buyer in relation to compliance with relevant Agreement or the Anti-Corruption Laws and Principles.
- 3.2.12. **Obligation to Update/Report Changes:** Seller declares that all of the representations contained herein are, and will remain true and accurate throughout the term of relevant Agreement. Seller must inform Buyer promptly if it becomes aware of any potential breach of this Article or the Anti-Corruption Laws and Principles or any other change that would render any of the representations herein untrue or inaccurate. Failure to notify the Buyer under this section shall constitute a material breach of the relevant Agreement by Seller entitling the Buyer to withdraw from the relevant Agreement.
- 3.2.13. **Annual Certification:** The Buyer may require in its sole discretion, that Seller undergo annual certification or provide some other form of assurance of compliance with the provisions of this Article.
- 3.2.14. **Obligation to Indemnify:** The Seller undertakes to indemnify the Buyer for any costs, including fines and penalties, incurred by the Buyer as a result of Seller's breach of the relevant Agreement or any Anti-Corruption Laws and Principles.
- 3.2.15. **No Assignment:** The Seller undertakes not to assign its rights to any person who is not a Party without the prior written consent of the Buyer, and that any services that are to be supplied under the relevant Agreement will be performed, as far as possible, by the Seller and/or Personnel designated by the Seller, unless otherwise agreed to in writing by the Buyer. Any assignment made by Seller without the Buyer's prior written consent will be null and void and of no force or effect.
- 3.2.16. **Right to Withdraw:** The Buyer shall have the right to suspend any payments under a Relevant Agreement or to withdraw from this Agreement if the Buyer believes in good faith that the Seller or any of its Personnel may have violated or acted contrary to any of the provisions contained in this Article or the Anti-Corruption Laws and Principles.

3.3. Confidentiality

- 3.3.1. The Seller agrees to treat as confidential any and all confidential information coming in its knowledge in the course of cooperation. For the purpose of this Article, confidential information shall be deemed any information marked as such, or any information that, if disclosed, may cause harm to either of the Parties, regardless whether personal, commercial or any other information are concerned. The Seller undertakes not to notify or disclose to any third person, not to use or misuse such information for its own benefit, and to store such information in a manner preventing their disclosure to any third party. This confidentiality obligation is not limited in time and shall survive the termination of the relevant Agreement, if any. Should the Seller use confidential information in breach of this Article, it will be required to compensate for the damage occurring as a result thereof and to forfeit any profit gained from such use.
- 3.3.2. The Seller agrees that the sole fact of the conclusion of an agreement with the Buyer is not covered by the confidentiality obligation and expressly agrees that the Buyer has the

right to declare publicly the cooperation with the Seller and, for this purpose, gives its consent to the disclosure of the Agreement as such, or its furnishing to public/governmental authorities.

3.4. Other Provisions

- 3.4.1. The Contractor declares that: (a) the Contractor is not aware that the Buyer would abuse its economic position in negotiations for the Contract Documentation; (b) the Contractor considers the mutual rights and obligations agreed in the Contract Documentation to be balanced; (c) the Contractor had a genuine opportunity to influence the contents of the Contract Documentation; (d) the Contractor had an opportunity to consult qualified lawyers when drafting the Contract Documentation; (e) the Contractor does not sign the Contract Documentation under duress, being inexperienced or careless.
- 3.4.2. The Contractor represents and warrants that it:
- has familiarized itself with the requirements of Teva's Supplier Code found on: www.teva.sk (the "Teva Supplier Code") and does not find any flagrantly startling clauses;
 - will answer any reasonable inquiry regarding compliance with the Teva Supplier Code;
 - will allow reasonable audits during regular business hours to assess compliance with the Teva Supplier Code
 - will train any representative who is involved with the performance under relevant Agreement 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;
 - will provide Teva with prompt written notice of any facts or circumstances (whether occurring prior to or after the Effective Date) which render, or may render any of the representations and warranties contained in this subsection not to be true, accurate and complete as of the Commencement Date or as of any date during the term of relevant Agreement; and
 - acknowledges that failure to adhere to the standards contained in the Teva Supplier Code will entitle Teva to terminate the relevant Agreement with immediate effect.
 - The rights and obligations of the Parties not expressly addressed in the Contract Documentation shall be governed by the Commercial Code.
- 3.4.3. Unless expressly stated otherwise above, any and all acts aimed at amendment or termination of the Contract Documentation must be performed in writing.
- 3.4.4. The Parties have agreed that the Seller is not entitled to assign and/or pledge any claims, rights and/or obligation, in full or partly, resulting from or associated with the Contract Documentation for the benefit of third party without having obtained the Buyer's consent.
- 3.4.5. The Parties have agreed that, while the Contract Documentation is valid and effective, the Seller is not entitled to transfer, as assignor, any rights and/or obligations resulting from the Contract Documentation, or its part, to any third person without the Buyer's consent.
- 3.4.6. The Parties have agreed that the Seller is not entitled to set-off unilaterally any debts arising from the Contract Documentation and payable by the Client to the Seller against debts payable by the Seller to the Client.
- 3.4.7. The Parties have agreed that the Client is entitled to set-off unilaterally any debts payable by the Contractor (mature or otherwise) arising from the Contract Documentation against debts payable by the Client to the Contractor (both mature and immature).
- 3.4.8. Both Parties agree that any disputes shall be preferably settled by mutual agreement. Any disputes which may arise from, or in connection with a Purchase Agreement or

Contract for Work, or in connection with the Contract Documentation, will be resolved by Czech courts of competent jurisdiction and the territorial jurisdiction is to be determined according to the location of the principal office of the Client.

3.5. Final Provisions

3.5.1. If any provision of the Contract Documentation which does not form an essential element thereof is or becomes invalid, void, unenforceable or apparent or if it contains a mistake, ambiguity or is formally deficient, then such provision is fully severable from other provisions of the Contract Documentation without prejudice to the existence, validity, legal effectiveness and enforceability of the Contract Documentation as a whole nor of any other provisions contained therein. The Parties undertake to replace such invalid, void, unenforceable or apparent provision by a new provision which is valid, effective and enforceable and which corresponds, as much as possible, to the content and purpose of the original provision of the Contract Documentation.

3.5.2. Termination of the agreement shall not affect those provisions of the Contract Documentation which shall, by their nature, remain valid until the full settlement of all claims arising from the Contract Documentation.

The present General Terms of Business shall enter into effect on the date stated at their top. These General Terms of Business will cease to be effective at the moment when **TEVA Pharmaceuticals Slovakia s.r.o.** issues new General Terms of Business.