

## GENERAL TERMS AND CONDITIONS

These terms and conditions concerning the deliveries of goods and services are applied by **TEVA Pharmaceuticals Slovakia s.r.o.**, with registered office at Teslova 26, 821 02 Bratislava, Company ID 35 923 253, registered in the Commercial Register maintained by the District Court in Bratislava, Section Sro, File 35083/B.

Issued on: May 1, 2020

### 1. Definitions and interpretation

- 1.1. Unless otherwise stipulated herein or unless otherwise resulting from the context, capitalized terms used in this document shall have the following meaning:

"VAT" means the Value Added Tax;

"Commercial Code" means Act 513/1991 Coll., as amended.

"Buyer" or "Client" or "Customer" or "company Teva" refers to **TEVA Pharmaceuticals Slovakia s.r.o.**, at Teslova 26, 821 02 Bratislava, Company ID 35 923 253, registered in the Commercial Register maintained by the District Court in Bratislava, Section Sro, File 35083/B.

"Seller" or "Contractor" or "Vendor" means the partner entering into an agreement with Teva Pharmaceuticals Slovakia s.r.o., in accordance with the present Terms and Conditions;

"Terms and Conditions" means these general terms and conditions issued pursuant to Section 273 of the Commercial Code, forming an integral part of the relevant agreement as Annex 1;

"Business Day" means a day on which banks in the Czech 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 Terms and Conditions;

"Parties" means 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 interpreted and construed as such.
- 1.3. Unless expressly stated otherwise or unless the context requires otherwise, the reference to articles used in the present Terms and Conditions shall mean the reference to articles of the present Terms and Conditions.
- 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 parts thereof are issued in both Slovak and another language version, the Slovak version shall always prevail.
- 1.6. The company **TEVA Pharmaceuticals Slovakia s.r.o.** is obliged to inform its contractual partners about changes to these Terms and Conditions by publishing the text thereof on its website [www.teva.sk](http://www.teva.sk).
- 1.7. Should there be any differences between the provisions of the relevant agreement and the present Terms and Conditions, the provisions of the specific agreement shall prevail.

### 2. Special provisions for ordering goods

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

#### 2.1. Definitions and interpretation

"Purchase Agreement" means any individual purchase agreement concluded between the Parties the subject matter of which is the Seller's delivery of Products 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 a draft of the Purchase Agreement;

"Product" means the goods supplied by the Seller to the Buyer under the terms and conditions set out in the Purchase Agreement and the present Terms and Conditions.

#### 2.2. Delivery of Products

- 2.2.1. The Seller shall deliver the Products to the Buyer in accordance with the Contract Documentation and the present Terms and Conditions, while exerting maximum care and effort that may be reasonably required to meet the Buyer's requirements regarding the Product quality.

#### 2.3. Purchase price, terms of payment

- 2.3.1. The Buyer shall duly and timely pay the purchase price for the Products to the Seller, in the amount stated in the Purchase Agreement and in a manner and under the conditions stipulated in the present Terms and Conditions.
- 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. The Buyer will issue a written Purchase Order and submit it to the Seller via fax or e-mail, before the required Product delivery date.
- 2.4.2. As a general rule, the Buyer's Purchase Orders shall comprise the following details:
- identification of the requested Product by specifying the product type, size, colour and possibly other parameters as required by the Buyer;
  - the Buyer's item number (ID), identification of the Buyer and the Buyer's contact person, including the e-mail address;
  - quantity and price of the purchased Product;
  - requested date of delivery;
- 2.4.3. The Seller shall send a signed (confirmed) copy of the Purchase Order via fax or e-mail within ten (10) Business Days following the receipt thereof. A Purchase Agreement shall be deemed entered into upon the 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 Purchase Order, which includes amendments, objections, restriction or other changes, is rejection of the Purchase Order, considered to make a new draft of Purchase Order. For the conclusion of new Purchase Contract is necessary written confirmation of the Purchase Order.

### 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 the principal office of the Buyer, unless otherwise stated in writing in the Purchase Agreement, and the delivery term is DAP (Incoterms 2010).

### 2.6. Terms of delivery

- 2.6.1. The Product will be delivered to the Buyer and the Buyer will accept the Product on the basis of acceptance certificate of the Product signed by the Buyer's representative. The delivery of the Product shall be deemed to constitute the completion of the taxable supply within the meaning of the Value Added Tax Act.
- 2.6.2. The Products shall be delivered DAP TEVA Pharmaceuticals Slovakia s.r.o., Teslova 26, 821 01 Bratislava (Incoterms 2010), unless agreed otherwise in the Purchase Agreement.

### 2.7. Terms of payment

- 2.7.1. The Seller is entitled to issue an invoice charging the purchase price of the Products no sooner than on the day of the Product delivery.
- 2.7.2. Invoice due date will occur at the earliest payment date of the Buyer after the 60-day period, which start running from the date of the registered receipt of the invoice by the buyer on email: [invoice@teva.sk](mailto:invoice@teva.sk). Date of Buyer payments are the 10th or the 25th of each month. The Seller acknowledges that the Buyer will pay the purchase price only to the account provided to the Buyer and placed in the Buyer's Information System, regardless of the account number listed on the Seller's invoice. In the event of a change in an Account that the Seller does not notify to the Buyer, and this will not be made in the Buyer's Information System, the Buyer is not responsible for the late payment of the Purchase Price. The Parties agree that the purchase price shall be consider as paid on the date when full amount of purchase price is debited from the Buyer's account according to the relevant document. Each Party pays its own bank charges.
- 2.7.3. In addition to the details required to be included in invoices under the Value Added Tax Act and requirements of commercial document pursuant to Section 74 of Value Added Tax Act (and other generally binding legal regulations), each invoice shall also contain the following:
- registration number of the Buyer's purchase order;
  - identification of the Purchase Agreement pursuant to which the delivery has been effected;
  - identification of the document certifying the taxable supply;
  - invoice number and the maturity date;
  - advance payment amount;
  - customs tariff number (if applicable).
- 2.7.4. Invoices must include the Seller's stamp and the signature of the person authorized to issue the invoice on behalf of the Seller.
- 2.7.5. If the Products delivered by the Seller:
- are of poor quality; or
  - are inadequate in quantity; or
  - have a wrong invoiced price; or
  - have no test certificate; or
  - lack any other important required details,
- the Buyer shall be entitled not to pay the invoice. In such case the Buyer returns the invoice to the Seller.
- 2.7.6. If there are any incorrect data in the invoice or any data missing, the Buyer shall be entitled to return the invoice to the Seller prior to the maturity date. In such case the Seller is obliged to issue a new invoice with a new maturity date in the sense of Article 2.7.2 of this Terms and Conditions

### 2.8. Quality of the Products

- 2.8.1. The quality of the Products supplied by the Seller must correspond to the quality required according to the valid Product specification in the Contract Documentation or applicable legal regulations

### 2.9. The Buyer's rights arising from deficient performance, warranty and risk of damage to the Products

- 2.9.1. In case of a breach of the Seller's obligations arising from the generally binding regulations or from the Contract Documentation or these Terms and Conditions causing harm to the property or other harm to the Buyer or to a third party as a consequence of using the Products, the Seller will pay the damages regardless of who is to blame. This provision is valid also after the Purchase Agreement is terminated for whatever reason including a withdrawal from the Agreement by one or both of the Parties.
- 2.9.2. A defect means a deviation from quantity, type and qualitative characteristics of the Product which are 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 of the Product. A defect also means a defect in the documents delivered together with the Product. The Seller hereby declares and guarantees to the Buyer that:
- the Products delivered correspond to the agreed specification and quality. the Products are manufactured in accordance with generally binding regulations and standards and with the requirements for good manufacturing practice;
  - the documents submitted to the Buyer are complete;
  - the Seller is the sole owner of the Product and there is no lien, pre-emptive right, encumbrance nor other rights belonging to a third party including industrial property rights placed on the Product;
  - the Seller has all necessary permissions for manufacturing the Products;
  - the Products shall retain all relevant characteristics, the agreed quality and faultlessness and that the Products will be eligible for use in pharmaceutical production at least during 24 months from receipt by the Buyer, unless agreed otherwise in writing between the Parties (hereinafter the "**warranty**")

- period*) and the Seller guarantees the quality of the Product during the entire warranty period.
- 2.9.3. The Buyer is obliged to report to the Seller about defects in writing within 15 Business Days after the defect was found. The report must contain the nature of the defect (or defects) found, whether it constitutes a material breach of the agreement and which of the possible rights arising from the fact that a defect has been found the Buyer chooses.
- 2.9.4. If a dispute regarding the Product quality (or regarding the conformity of the Product with the specifications) cannot be solved amicably, the Seller and the Buyer undertake to submit the Product for an analysis to an independent laboratory/expert based on their agreement. If the Parties fail to agree on the selection of the independent laboratory/expert within 7 days following the date of the proposal, the independent laboratory shall be determined by the Buyer. The laboratory/expert findings are binding for both Parties and the cost of the analysis will be borne by the Party whose claims regarding the Product quality (or conformity with the specifications) were found to be untrue.
- 2.9.5. The Parties agree that a material breach of the agreement means especially an occurrence of such defect (or defects) of the Product which precludes using the Product fully or partially in pharmaceutical production. Unless the Buyer requests of the Seller otherwise in the report of the material defect (or defects) of the Product, the Seller is obliged to remove the defects at its costs within 10 days after receiving the report and if the Seller fails to do so in full scope, the Buyer is entitled to request a discount from the purchase price for the Product or to withdraw from the agreement or to remove the defects on its own or by appointing a third party on the Seller's costs and risk.
- 2.9.6. In case of occurrence of a defect (defects) which does not constitute a material breach of the agreement, the Buyer is entitled to request a removal of the defect or an adequate discount from the purchase price. If the Seller fails to remove the defects within 10 days after receiving the report from the Buyer, the Buyer is entitled to request a discount from the purchase price or to remove the defect (or defects) on its own or by appointing a third party at the Seller's cost and risk or to withdraw from the agreement.
- 2.9.7. This shall be without prejudice to other rights of the Buyer arising from the defective Product in accordance with the generally binding legal regulations.
- 2.9.8. The risk of damage to the Products passes over to the Buyer at the moment of the Buyer's acquisition of the proprietary rights to the Products. The proprietary rights to the Product pass over to the Buyer at the moment when the Buyer accepts the Product at the place of delivery.

## 2.10. Penalties

- 2.10.1. Should the Seller be in default with the delivery of the Product or any part thereof, the Buyer shall be entitled to charge the Seller a penalty in the amount of 0.05% of the total invoiced value of the non-delivered Product per each new day of the delay, unless the Parties agreed otherwise.
- 2.10.2. Should the Buyer be in default with the payment of the invoiced value for the supplied Products, the Buyer shall pay the Seller a penalty in the amount of 0.05% of the outstanding amount for each day of the delay, but in total only up to 5% of the price for the supplied Products according to the Purchase Agreement.
- 2.10.3. The penalty shall be charged to the other Party in writing and the billing shall be duly delivered to such other Party. The billing must indicate the amount of the penalty and the justification thereof. The penalties are payable within ten (10) days after the Party who is in breach received a written notice from the other Party to pay the penalty.
- 2.10.4. The obligation to pay the penalty does not affect the right of the other Party to receive damages in full amount. 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 penalty shall also continue after the termination of the Purchase Agreement or upon the withdrawal from the Purchase Agreement by either Party or both Parties.

## 2.11. Termination of Purchase Agreement

- 2.11.1. The Purchase Agreement may be terminated if the Parties agree on the termination in writing or by submitting a notice on termination in writing by one of the Parties in case of a material breach of the Purchase Agreement by the other Party.
- 2.11.2. A material breach of the Purchase Agreement means the following:
  - if the Buyer is in delay with the payment of the purchase price for a period exceeding three months; or
  - if the Seller fails to deliver the Products in the agreed quality and according to the specification and other conditions stated in the Contract Documentation; or
  - if the Seller is delay with the Product delivery for a period exceeding 30 days,
- 2.11.3. The written notice of withdrawal from the Purchase Agreement must contain the reason for the withdrawal.

## 3. Common provisions

### 3.1. Delivery of documents

- 3.1.1. Any notification or other communication to be made according to the Contract Documentation or in connection herewith shall be made in writing
  - and sent by registered mail with a delivery note; the mail shall be considered delivered on the date of delivery specified in the delivery note; or
  - by fax; the communication shall be considered delivered at the moment of sending, if a copy of the sending Party's fax message includes a confirmation of the successful sending to the recipient's fax number;
  - 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
  - upon the delivery thereof to the Client's registry.
- 3.1.2. The Client's contact details:
  - address of the principal office and registry of the Client: : **TEVA Pharmaceuticals Slovakia s.r.o.**, ROSUM, Bajkalská 19B, 821 01 Bratislava.
  - fax: +421 2 5726 7919;
  - to the contact person's e-mail address.
- 3.1.3. The communication to the Contractor shall be delivered to the address of its registered office or place of business entered in the Commercial Register or another register, unless the Contractor informs the Client of another contact

address, and to the e-mail address of the person representing the Contractor in the matters of the Contract Documentation.

- 3.1.4. If communication is delivered in accordance with the provisions of this Article not in a Working Day, such communication shall for the purpose of the relevant agreement be considered delivered on the following Business Day.

### 3.2. Compliance with anti-corruption laws

- 3.2.1. Definitions: For the purposes of this Schedule, the following terms shall bear the meanings assigned to them below: (i) "Personnel" means Third Party's (and its affiliates') owners, directors, and officers, and any of Third Party's (or its affiliates') employees, agents, or consultants of the supplier that may reasonably be expected to perform on 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., 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 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" or the "Company") 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 to make Seller aware of the laws that may apply to Teva in the operation of its business and does not subject Seller to such laws or the jurisdiction of any foreign government where such laws or jurisdiction would not otherwise apply. Seller understand that Teva and Seller are required to comply with all applicable 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 "Anti-Corruption Laws"). The 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 behavior.
- 3.2.3. Knowledge and Compliance: Seller agrees to ensure that all of its Personnel are knowledgeable regarding the purpose and provisions of the Anti-Corruption Laws and Principles, and also agrees to take appropriate steps to ensure that such Personnel will comply with the letter and spirit of the Anti-Corruption Laws and Principles and will not take any actions which would cause either Party to violate or contravene the Anti-Corruption Laws and Principles.
- 3.2.4. Seller will maintain policies, procedures, and internal controls to ensure that it will be in compliance with the Anti-Corruption Laws and Principles in connection with its performance of this Agreement. Such policies, procedures, and internal controls will include processes through which employees will obtain approval for expenditures that may be incurred on behalf of or result in payments to Government Officials, healthcare professionals, or customers in connection with performance of relevant Agreement (e.g., gift, travel, entertainment, hospitality, conference, meeting, event, 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 represents and covenants further 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 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: Seller represents that none of its Personnel are Government Officials. Seller represents that it has fully disclosed to Company any existing Close Family Member relationships between any of its Personnel and any Government Official, and Third Party agrees to notify Company of any such Close Family Member relationship that may arise during the term of this Agreement.
- 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 inadvertently force them to prescribe, buy or recommend Customer's products, or formally to act for the Customer's actions that would be unlawful, unethical or breach of trust or other duty.
- 3.2.8. Method of Payments: The Parties agree that all payments made to Seller in connection with relevant Agreement shall be made after receipt by the Buyer of an invoice detailing the products or services provided during the period. All payments under relevant Agreement shall be made by check or bank transfer for the benefit of, or to the account of, Seller in the country where goods and/or services are delivered/provided or the country of residence/principle place of business of Seller.
- 3.2.9. No Unlawful Payments: Seller represents and covenants further 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 performing of the customer's obligation following from relevant Agreement. Seller will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under relevant Agreement.
- 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 Schedule 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 agrees that all of the representations contained herein shall remain true and accurate throughout the duration of relevant Agreement. Seller must inform Buyer promptly if it becomes aware of any potential breach of this Schedule 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 relevant Agreement by Seller entitling Buyer to terminate relevant Agreement under Paragraph 15 of this Schedule.
- 3.2.13. Annual Certification: In its sole discretion, Buyer may require that Seller complete an annual certification or provide some other form of assurance of compliance with this Schedule.
- 3.2.14. Right to Indemnification: Seller agrees that it will indemnify the Buyer for any costs, including fines and penalties, incurred by the Buyer as a result of Seller's breach of this Schedule or any Anti-Corruption Laws and Principles.
- 3.2.15. No Assignment: Notwithstanding any other provision of relevant Agreement, Seller covenants that it will not assign its rights to any non-Party without the prior written consent of the Buyer and that any services required by the Agreement will be performed by Seller and its disclosed Personnel unless otherwise agreed to in writing by the Buyer. Any assignment made by Seller without Buyer prior written consent will be null and void and of no force or effect.
- 3.2.16. Right to Terminate: Buyer shall have the right to suspend or terminate relevant Agreement and any payments thereunder if it has a good faith belief that Seller or any of its Personnel may have violated or acted contrary to any of the terms of this Schedule or the Anti-Corruption Laws and Principles.

### 3.3. Confidentiality

- 3.3.1. All information shared between the Parties upon drafting the Contract Documentation or in connection to it, is considered confidential within the meaning of Section 1730 of the Civil Code and none of the Parties is entitled to share this information with a third party or to use them for a purpose contradicting the purpose of obtaining such information for the Party's own needs. The Party which used the confidential information in contradiction to this provision or law without authorisation is obliged to pay damages arising from such use and to forfeit any profit gained from such use.
- 3.3.2. The Contractor agrees that the conclusion of Agreement with the Client is not covered by confidentiality and the Contractor expressly agree that the Client is entitled to publicly indicate cooperation with the Contractor and the Contractor gives its consent to disclose Agreement or provide it, in particular to the state administrative bodies.

### 3.4. Special provisions on data processing

- 3.4.1. The Parties may, within the scope of their business activities, process data (especially the name and surname of persons, their address, e-mail address, telephone and fax number, and possibly also ID number, bank details and VAT number) of natural persons (hereinafter the "data subjects"). According to the relevant legal regulations, in particular according to the Regulation of the EP and the Council (EU) 2016/679 (hereinafter the "Regulation"), these data may be personal data (hereinafter the "Data"). For the avoidance of doubt, it is stipulated that the Data are considered as confidential information.
- 3.4.2. If the Contractor in connection with the performance of the Contractual Documentation provides the Customer with the Data of its employees or other persons participating in the performance established by the Contractual Documentation, the Contractor undertakes to inform these persons about the processing of their Data (hereinafter also the "data subjects").
- 3.4.3. The Parties declare that each Party is entitled by conclusion of the Contractual Documentation to process mutually provided Data to the necessary extent, for the purpose of cooperation and mutual performance provided on the basis of the Contractual Documentation, as well as for related accounting and administrative purposes and for purposes of ensuring compliance with legislation and the regulatory framework.
- 3.4.4. Each Party shall ensure that data subjects are not subject to any legal disadvantages, in particular ensure protection the right to respect for human dignity, and also protection against unauthorized interference with their private and personal lives. The Party shall not use such Data, nor provide it to any third party, unless otherwise agreed in the Contractual Documentation.
- 3.4.5. Each Party is further obliged to ensure the technical and organizational security of the Data protection and to take measures to prevent unauthorized access to the Data, their modification, destruction or loss, unauthorized transfers, processing, as well as other misuse of the Data.
- 3.4.6. The Parties further undertake to protect Data against access by unauthorized persons by preventing access of unauthorized persons to the premises of the other Party, as well as by password protection of computers.
- 3.4.7. The Parties undertake to immediately inform the other Party of any suspected breach of the Data protection.
- 3.4.8. If one Party finds that the other Party violates its obligations set out in the Contractual Documentation and applicable legal regulations, in particular the Regulation, such Party is entitled to withdraw from the Contractual Documentation for material breach of contractual arrangements.
- 3.4.9. The data subjects have the right to access their personal data processed by the Parties. They may have the right to require from Party to modify, update or delete their personal data and, under certain conditions, they may have the right to request restrictions or raise objections in respect of data processing.
- 3.4.10. The data subjects may contact the Data Protection Officer at [EUprivacy@tevaEU.com](mailto:EUprivacy@tevaEU.com) in order to exercise their rights in relation to the Customer. Further information about Customer's data processing in the sense of

Article 13 of the Regulation is provided on the Customer's website <https://www.teva.sk/general-pages/Privacy-Policy/>

### 3.5. Other Provisions

- 3.5.1. The Contractor declares that: (a) the Contractor is not aware that the Buyer abused its economic position in drafting the Contract Documentation; (b) the Contractor considers the mutual rights and obligations agreed in the Contract Documentation to be balanced; (c) all conditions in the Contract Documentation were drafted by agreement between the Parties and not by one Party only and the Contractor had a real possibility to influence the conditions thereof; (d) the Contractor had a possibility to consult qualified lawyers upon drafting the Contract Documentation; (e) the Contractor does not sign the Contract Documentation under distress, being inexperienced or careless.
- 3.5.2. The Contractor represents and warrants that it will:
- familiarize itself with the requirements of Teva's Supplier Code found at website [www.teva.sk](http://www.teva.sk) (the "Teva Supplier Code") and does not find any flagrantly startling clauses;
  - 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;
  - 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;
  - 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 Commencement Date or as of any date during the term of relevant Agreement; and
  - acknowledge that failure to adhere to these standards shall entitle Teva to terminate relevant Agreement with immediate effect.
- 3.5.3. Except for where expressly stipulated in the Contract Documentation, the Parties' rights and obligations shall be governed by the Commercial Code.
- 3.5.4. Unless expressly stated otherwise in the Contract Documentation, all operations causing changes to or termination of the Contract Documentation must be done in writing.
- 3.5.5. The Parties agree that the Contractor is not entitled to pass over or pledge any of its obligations, rights and/or claims arising from or connected to the Contract Documentation to a third party fully or partially without prior consent expressed in writing by the Client.
- 3.5.6. The Parties agree that during the entire duration of the Contract Documentation, the Contractor is not entitled to cede any rights and/or obligations arising from the Contract Documentation or from a part thereof to a third party prior to obtaining a consent from the Client.
- 3.5.7. The Parties agree that the Contractor is not entitled to offset unilaterally any debts payable by the Client arising from the Contract Documentation against debts payable by the Contractor to the Client.
- 3.5.8. The Parties agree that the Client is entitled to offset unilaterally any debts payable by the Contractor (mature or immature) arising from the Contract Documentation against debts payable by the Client to the Contractor (both mature and immature).
- 3.5.9. The Parties agree that any disputes shall be preferably settled by mutual agreement. Any disputes which may be connected to or arise from the Purchase Agreement or the Contract for Work or in connection to the Contract Documentation will be settled by Slovak courts of competent jurisdiction and the territorial jurisdiction is to be determined according to the location of the principal office of the Client.

### 3.6. Final provisions

- 3.6.1. 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 to the content and purpose of the original provision of the Contract Documentation as much possible.
- 3.6.2. The 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 Terms and Conditions shall enter into effect on the date 1 May 2020. These Terms and Conditions shall cease to be effective at the moment when new Terms and Conditions are issued by **TEVA Pharmaceuticals Slovakia s.r.o.**