

Privileged and Confidential

PLEASE READ THIS LEGAL NOTICE CAREFULLY

1. Trading Portal Terms of Use

- 1.1 Teva UK Limited, a company organised under the laws of the UK, having its registered office at Ridings Point, Whistler Drive, Castleford, WF10 5HX ("Teva" or "we" or "us") maintains this Trading Portal ("Portal"), and related services in accordance with the Trading Portal Terms of Use and any other rules posted on the Portal (collectively "Terms of Use" or "TOU")
- 1.2 We particularly wish to draw your attention to our policies relating to your purchase via Portal which is governed by the Teva's Standard Terms and Conditions of Sale which can be found at (<https://www.tevauk.com/globalassets/uk-files---global/teva-uk-limited---sale-standard-terms-and-conditions-june-2018-v2.pdf>) ("Teva T&Cs for Sale"), processing of your personal data governed in accordance with our Privacy and Cookies Policy accessible at (https://www.tevauk.com/general-pages/Privacy_Policy/), and the Pharmacovigilance Policy accessible at (<https://www.tevauk.com/pharmacovigilance-policy/>), all incorporated in the TOU
- 1.3 You acknowledge that any other agreements between you and Teva concerning the Portal are superseded by these TOU to the extent they conflict with TOU.

2. Acceptance of the TOU

- 2.1. You agree to be legally bound, without limitation or qualification, by these TOU when you register to use Portal and / or where you proceed to use the Portal. TOU contain important information about your rights and obligations and the restrictions that may apply when you use the Portal and related services. If you do not agree with any of the provisions of the TOU then you should not log on / register for or use the Portal.
- 2.2 Your security and privacy is very important to us. Teva UK Limited, as data controller under the UK Data Protection Act 2018, will be processing the data you provide into the Portal (including name, surname and email address) for the sole purposes of providing the services available to you on the Portal, including processing your orders and payment for the purchase of Products. Please read Teva's Privacy and Cookies Policy available at (https://www.tevauk.com/general-pages/Privacy_Policy/) for important information regarding the processing of your personal data that we collect when you register to use the Portal and / or make orders and purchase Products. For more information, you may also contact our Data Protection Office at EUPrivacy@tevaeu.com.
- 2.3 Teva may modify the TOU, any policies contained within TOU or any of the rules on the Portal from time to time. You are bound by any such changes and should therefore periodically visit this Portal to review the then current TOU to which you are bound. Any changes made after you have placed an Order will not affect that Order unless we are required to make the change by law.

3. Registration and account terms and conditions

- 3.1 To make an order and purchase Products you will need to register for an account. Teva will send an email to you in order to submit your request for registration. This email will require you to fill out the following credentials:.
 - Email
 - ERP ID
 - First Name
 - Last Name

When you register you will be required to provide information that is true, accurate, current, and complete in all respects.

Teva will then share a Welcome email and a reset password email, this will enable you to access the Portal using your log in credentials (email and password).

3.2 Should any of your registration information change, please notify us immediately at Tradingportal@tevauk.com. We may also change registration requirements from time to time. By registering your account and subject to the provisions of TOU, you will be able to utilise the following features:

- Request a price and volume for any Teva product that is in stock
- Place Orders for stock offered by the Trading Portal, subject to the TOU
- View progress of Orders and order history for Orders placed via the Trading Portal
- View invoices

Should you have any issues with your account or need any help in relation to it, please do not hesitate to contact us at tradingportal@tevauk.com.

3.3 If you have forgotten your password, please select the 'Forgot Your Password?' link located on the Trading Portal Login page, Teva will send an email with a link to Reset password which -should be active for 24 hours only.

4. Your obligation when using Trading Portal

4.1. This Portal is designed as a route for Teva's customers to request prices and quantities of Teva's Products and then place Orders in line with the TOU.

4.2. Your use of the Portal is at your own risk. Your use of or linking to any content on the Portal, except as provided in these Trading Portal Terms of Use is strictly prohibited.

4.3. You agree that you will not use the Portal for any purpose which is unlawful, improper or otherwise contrary to the Trading Portal Terms of Use.

4.4. In particular, you will not:

- 4.4.1. share your email and password with anyone else;
- 4.4.2. do anything that may cause damage to the Portal or our servers, systems or equipment or penetrate or attempt to any applicable security measures, and
- 4.4.3. use any service from the Portal for fraudulent purposes, or in connection with a criminal offence or other unlawful activity

4.5. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential. You should inform us immediately in writing if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner.

- 4.6 Neither Teva nor any other party involved in creating, producing, hosting or delivering the Portal is liable for any direct, incidental, consequential, indirect, or punitive damages arising out your access to, or use of, the Portal or its contents. Without limiting the foregoing, everything on the Portal is provided to you "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Teva reserves the right to withdraw, temporarily or permanently, any content from the Portal at any time and for any reason. Removal may be immediate and without notice. You confirm that Teva is not liable to you or any third party for any such withdrawal.
- 4.7 We will do the best to our commercial ability to ensure that availability of the services on the Portal would be uninterrupted. However, due to the nature of the internet, this cannot be guaranteed. In addition, your access to Portal may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. You confirm that Teva is not liable to you or any third party for any consequences resulting from such suspensions or restrictions.
- 4.8 Any questions and suggestions you transmit to the Portal by electronic mail or otherwise is, and will be treated as, non-confidential and non-proprietary. Please familiarise yourself with your confidentiality obligations set out in the TOU (in particular, please read Confidentiality section under the Teva T&Cs for Sale). You agree that will ensure your compliance with any applicable laws, including data privacy regulation and competition law. You shall keep confidential and shall not, without the prior written consent of Teva, disclose to any third party or otherwise make public the terms or existence of the contract for sale concluded between you and Teva as per TOU or any other confidential or sensitive information of Teva provided to you via Portal by Teva as part of its service. Anything you transmit or post may be used by Teva or its affiliates and / or Teva's subcontractors for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting, unless otherwise defined in the TOU. Furthermore, Teva is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Portal for any purpose whatsoever including, but not limited to, developing, manufacturing, marketing, and selling products using such ideas, concepts, know-how, or techniques.
- 4.9 Teva reserves the right to suspend, restrict or terminate your access to the Portal at any time without notice at our sole discretion. Please note that you will not be allowed to transfer your rights under these Trading Portal Terms of Use to any other person or entity.
- 4.10 You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Portal and any information provided to or taken from this Portal by you.

5. Intellectual Property Rights

- 5.1 All intellectual property, including trademarks, trade names, logos, service marks, patents, copyrights or trade secret displayed on the Portal (collectively the "IP"), including the names Teva, are registered and unregistered intellectual property rights of Teva or Teva's licensors. Teva neither warrants nor represents that your use of material displayed on the Portal will not infringe rights of third parties. Nothing contained on the Portal should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any IP without the written permission of Teva or such third party that may own the IP.
- 5.2 You should assume that everything you see or read on the Portal is copyrighted and may not be used without the written permission of Teva, except as provided in these Trading Portal Terms of Use. You may not, however, distribute, modify, transmit, reuse, re-post, or use any content of the Portal, including the text, images, audio, and video, for public or commercial purposes. You may also not create and/or publish your own database that features any parts of the services provided on the Portal (e.g. our prices and product listings) without our express written consent.

- 5.3 Images of people or places displayed on the Portal are either the property of, or used with permission by, Teva. The use of these images by you, or anyone else authorised by you, is prohibited unless specifically permitted by these Trading Portal Terms of Use. Any unauthorised use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. You are also advised that Teva will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.
- 5.4 Teva is not responsible for the content of any off-site pages or any other sites that may be linked to the Portal. Your linking to any other off-site pages or other sites is at your own risk.
- 5.5 While Teva uses reasonable efforts to include accurate and up to date information on the Portal, Teva makes no warranties or representations as to its accuracy. Teva shall not be held responsible for any action taken that is based on the information presented on the Portal, and you agree that access, of the Portal is at your own risk. Teva assumes no liability or responsibility for any errors or omissions in the content of the Portal. Please read section 6 (Order) to learn about how will Teva proceed in situations where Teva may discover an error in the pricing of Product(s).
- 5.6 Teva also assumes no responsibility, and shall not be liable for: (i) any damages to, or viruses that may infect your computer equipment or other property on account of your access to or use of the Portal, Order of purchase of Products, and (ii) any claims brought against you by a third party except as stated in these Trading Portal Terms of Use.

6. Order

- 6.1 You will be guided through the process of placing an Order by a series of instructions on the Portal ("Portal Tutorial").
- 6.2 Your purchase via the Portal is governed by Teva T&Cs for Sale. Please visit Teva T&Cs for Sale, available at (<https://www.tevauk.com/globalassets/uk-files---global/teva-uk-limited---sale-standard-terms-and-conditions-june-2018-v2.pdf>) to familiarise yourself with your rights and obligations relating to your Orders and purchase of Products (incl. delivery, price, terms of payment, risk, title, warranties, liability, indemnity, data protection, product recall, quality complaints and termination). If there is any conflict between the provisions of the Trading Portal Terms of Use relating to your rights and obligations with regards to your Orders and / or purchase of the Products (incl. this clause 6) and the Teva T&Cs for Sale, the provisions this Trading Portal Terms of Use of shall prevail.
- 6.3 Each Order shall constitute an offer by you to purchase the products specified in the Order ("Products"). All Orders are subject to the acceptance, availability of Products and your provision to us of a correct Purchase Order (PO) number.
- 6.4 Subject to Teva receiving a valid Purchase Order (PO) number from you, the Order shall only be deemed to be accepted when Teva acknowledges acceptance of the Order via email at which point the contract between Teva and you for the sale of the Products in accordance with TOU shall come into force.
- 6.5 Our Order process allows you to check and amend any errors before submitting your Order to us. Please check the Order carefully before confirming it. You are responsible for: (i) ensuring that all Orders comply with Teva's configurations, (ii) the accuracy of the Order, and (iii) giving Teva all necessary information to enable Teva to perform the Contract.
- 6.6 We may refuse to process a transaction for any reason or refuse service to anyone at any time, where in Teva's sole discretion you are not adhering to the provisions of the TOU. We will not be liable to you or any third party by reason of our withdrawing any Product from the Portal whether or not that Product has been sold, removing, screening or editing any materials or content on the Portal, refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

- 6.7 The price of the Products shall be Teva's quoted price on the Portal, unless otherwise communicated to you by Teva. All prices exclude the costs and charges of carriage and insurance (which if Teva arranges on your behalf shall be invoiced to the you). The price of the Products is exclusive of any taxes (including value added tax ("VAT")) which you shall pay to Teva.
- 6.8 Whilst every effort is made to make sure details on our Portal are accurate, we may from time to time discover an error in the pricing of Products. If we discover an error in the pricing of a Product in your Order, we will contact you to inform you of this error and, where possible in Teva's sole discretion, we will give you the option of continuing to purchase the Products at the correct price or your order will not be accepted or where previously accepted, it will be cancelled. We shall be under no obligation to accept or fulfil an Order for a Product that was displayed on Portal at an incorrect price and reserve the right to cancel such an Order that has been accepted, without any liability.
- 6.9 You shall pay the invoice by BACS unless otherwise agreed in full and in cleared funds on or before the due date stated on the invoice. If the invoice does not have a due date, payment is due 30 calendar days after the date of the invoice. Time for payment is of the essence.
- 6.10 You confirm that you shall indemnify Teva (including its Affiliates, officers, directors and employees) against any and all liability, including third party claims, fines and reasonably incurred attorney's fees, incurred by Teva as a result of your breach of your obligations set out in the TOU.

7. Trade Sanction Clauses - Appendix 1

You confirm that you shall comply with all the requirements set out in Appendix 1.

8. General

- 8.1 If any of the provisions of the Trading Portal Terms of Use is determined to be illegal, invalid or otherwise unenforceable by reason of law then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Trading Portal terms of Use and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- 8.2 Nothing in the Trading Portal Terms of Use shall exclude or limit Teva's liability for death or personal injury caused by its negligence or for any other damage which cannot be limited or excluded by applicable law.
- 8.4 Except as provided in the Trading Portal Terms of Use in respect of Teva Affiliates, Trading Portal Terms of Use do not confer any benefits on any third parties.
- 8.5 Please note that we are unable to perform the services provided on the Portal at addresses outside the UK. The Trading Portal Terms of Use shall be governed by and interpreted in accordance with the laws of England and Wales. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England.

Appendix 1

1. COMPLIANCE WITH TRADE SANCTION LAWS

1.1 Definitions:

"Trade Sanction Laws" shall mean all customs, export and import control, economic sanctions, embargo, anti-boycott or similar laws and regulations of any country or intergovernmental or supranational organization including but not limited to the United Nations, the United States of America, Israel, the United Kingdom, Canada and the European Union that are applicable to the performance of activities under this Agreement. In the event of a conflict between Teva's obligations herein and any applicable Trade Sanction Laws, the applicable Trade Sanction Laws shall prevail.

"Sanctioned Country" or "Sanctioned Countries" shall mean any country or territory subject to comprehensive territorial sanctions regimes including but not limited to those administered by the United States of America, Israel, the United Kingdom, Canada and the European Union (at present, applicable for the Crimea region and Sevastopol, Cuba, Iran, North Korea, Lebanon, and Syria).

"Sanctioned Governments" shall mean any government, including its agencies and instrumentalities, that are targeted by sanctions regimes including but not limited to those administered by the United States of America, Israel, the United Kingdom, Canada and the European Union (at present, applicable to the government of Venezuela in addition to the governments of Sanctioned Countries).

"Restricted Party Lists" shall mean lists of designated Parties (listing entities and/or individuals) created and maintained in line with Trade Sanction Laws by any country or intergovernmental or supranational organization including but not limited to the United Nations, the United States of America, Israel, the United Kingdom, Canada and the European Union.

1.2 You represent and warrant that you, your parent company, subsidiary, or your Affiliate, or any of your partners, subcontractors, suppliers or agents of the Products:

a) does not engage in any transactions or dealings which are related to the Products, whether directly or indirectly (through third Parties, third countries or otherwise) with (i) Sanctioned Governments; (ii) individuals or entities designated on Restricted Party Lists; or (iii) entities owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities designated on Restricted Party Lists;

b) are not (i) Sanctioned Governments; (ii) individuals or entities designated on Restricted Party Lists; and/or (iii) entities owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities designated on Restricted Party Lists; or (iv) otherwise targeted by applicable Trade Sanction Laws. You shall immediately notify Teva if the you, your parent company, subsidiary, or your Affiliate or any of your partners, subcontractors, suppliers or agents of the Products (i) becomes designated on any Restricted Party Lists, or (ii) becomes owned (at 50% or more) or controlled, directly or indirectly, individually or in the aggregate by Sanctioned Governments or by individuals or entities designated on Restricted Party Lists, or (iii) if you, any parent company, subsidiary, or your Affiliate or any of your partners, subcontractors, suppliers or agents of the Products, has its export privileges otherwise denied, suspended or revoked in whole or in part by any government entity or agency.

1.3 During the term of the contract for sale concluded according to Teva T&Cs for Sale and within five (5) years after its expiration or termination, Teva shall have the right to perform a review of your relevant records for compliance with all applicable Trade Sanction Laws and with the terms of this clause in connection with this Agreement. To enable such review, you confirm to give Teva reasonable access, upon giving at least a 15 (fifteen) calendar day notice, to your facilities, records and/or personnel

related to, or otherwise involved with, your performance of activities under the contract. As part of such review, Teva shall have the right to receive information about the identity of your partners, subcontractors, suppliers or agents of the Products. You agree that such information may be provided to Teva electronically or through other remote means, including electronic mail or telephone and video conferences.

- 1.4 You shall not use any banks or other financial institutions (including payment processors) that are designated on Restricted Party Lists or otherwise targeted by applicable Trade Sanction Laws as part of any transaction contemplated by this Agreement.
- 1.5 Notwithstanding any other provision of the TOU, you agree to comply fully with all applicable Trade Sanction Laws in the performance of the contract for sale and the parties will not cause each other to be in violation of applicable Trade Sanction Laws. You shall be required to take, or to refrain from taking, any action or obligation under the contract for sale where to do so would be inconsistent with or potentially violate or incur a penalty under applicable Trade Sanction Laws. Moreover, it shall be at the sole discretion of Teva to refrain from being directly or indirectly involved in the supply of Products that may be prohibited by applicable Trade Sanction Laws.
- 1.6 If you breach your obligations under any of the paragraphs of this clause 1, become designated or otherwise sanctioned under applicable Trade Sanction Laws, or admit to a violation or are determined by a governmental authority to have violated applicable Trade Sanction Laws, then Teva shall be entitled to immediately suspend your usage of the Platform or cancel your account and / or terminate the contract under the Teva T&Cs for sale upon written notice to you. You shall indemnify and hold harmless Teva from and against the judicial and financial consequences which may be suffered by Teva as a result of a breach of your obligations under this Appendix 1 by you, or any parent company, subsidiary or your Affiliate, or by any of your partners, subcontractors, suppliers or agents of the Products. Your obligations under this section shall survive the termination of the contract for sale for any reason whatsoever.