

## General Terms and Conditions of Purchase

### **1 Performance of the Services**

- 1.1 The purpose of this AGREEMENT is to set out the terms and conditions under which PROVIDER shall provide to MYLAN the Services described in Exhibit.
- 1.2 These Conditions alone govern and are incorporated in every contract or other course of dealings made or undertaken by MYLAN with PROVIDER. No other action on the part of MYLAN, whether by accepting the Services or otherwise, shall be construed as an acceptance of any other conditions.
- 1.3 PROVIDER shall perform the Services according to the requirements and deadlines detailed in the AGREEMENT, its Exhibit(s) and these Conditions, as well as in accordance with MYLAN's instructions. MYLAN shall be entitled to reject any Services which do not conform to such requirements and/or instructions. In the event Services are rejected by MYLAN, PROVIDER shall, as soon as reasonably possible, procure that the Services comply with the relevant requirements. PROVIDER shall perform the Services as an independent contractor. Any exercise by MYLAN of its right to instruct PROVIDER and any inspection made by MYLAN pursuant to this PROVIDER shall not prejudice in any way PROVIDER'S independent status.
- 1.4 PROVIDER undertakes to:
  - 1.4.1 conduct itself in the manner generally expected by MYLAN of its own employees and in a manner consistent with the best practices in the workplace;
  - 1.4.2 comply with all instructions and orders given by MYLAN;
  - 1.4.3 promptly notify MYLAN in writing about any unreasonable, inefficient or unlawful instructions;
  - 1.4.4 devote such of its time, attention and abilities as necessary for the proper performance of the Services and to the best of MYLAN's interests;
  - 1.4.5 carry out the Services in accordance with all relevant applicable current legislation and administrative regulations and with the relevant EU standards;
  - 1.4.6 faithfully and diligently perform those duties and tasks, and exercise such powers consistent with them which are necessary in connection with the performance of the Services.
- 1.5 MYLAN shall make available to PROVIDER, to the extent necessary for the performance of the Services, all information regarding the Services, in general, as well as day-to-day requirements in relation to the Services.
- 1.6 Due to the nature of the Services, PROVIDER may be required to use some of MYLAN's equipment and materials, provided however that such use is intended for the sole purpose of and is strictly in connection with the furtherance of the Services. Any and all documents (along with all copies, reproductions and reductions into writing thereof), materials and equipment made available to PROVIDER by MYLAN, at any time during the AGREEMENT, shall remain the exclusive property of MYLAN and shall be returned to MYLAN (i) at any time upon MYLAN's written request within fifteen (15) days following such request, and (ii) within fifteen (15) days following the termination for whatever reason of this AGREEMENT. PROVIDER shall under no circumstances retain, sell, loan, use as a deposit and/or security or in any way dispose of the documents, materials or equipment provided under the AGREEMENT. PROVIDER shall remain responsible for any and all such documents, materials or equipment for the duration of this AGREEMENT and, therefore, be solely liable for any and all damages caused to any third party by the materials or equipment provided hereunder.
- 1.7 If PROVIDER fails to meet any deadline set out in relation to the performance of the Services or breaches any of its other obligations set out in this AGREEMENT or prescribed by applicable legislation, MYLAN reserves its right to claim from PROVIDER compensation for any and all damages incurred by MYLAN in conjunction with such breach. In case of delay by PROVIDER exceeding fifteen (15) days, MYLAN – following a written notice setting at least fifteen (15) days of fulfilment term and the unsuccessful expiry thereof – shall be entitled to rescind the AGREEMENT by written notice with immediate effect. MYLAN shall, within thirty (30) days of delivery of the rescission notice, pay PROVIDER for all Services performed to date as witnessed by the corresponding written performance certificate(s) signed by MYLAN.
- 1.8 Upon request of MYLAN and based on a written agreement concluded between the Parties, PROVIDER shall provide to MYLAN, in addition to the Services, any additional services which are consistent with the type of the Services (hereinafter referred to as "Additional Services").

### **2 Price and expenses**

- 2.1 In consideration of the Services, MYLAN shall pay PROVIDER the Price at the rate and in the manner set out in this AGREEMENT. The Parties agree that the Price is a fixed lump sum price, which shall cover PROVIDER's profit as well as any and all costs to be incurred by PROVIDER in conjunction with the provision of the Services, including without limitation the costs planning, costs of materials machinery and equipment, costs of labour, costs of inspection, tests and documentation needed for the performance. Therefore, such Price is exclusive of any other payment and constitutes the full and final payment for the Services provided by PROVIDER to MYLAN by virtue of this AGREEMENT. Any extraordinary hours or extra costs charged shall be discussed and agreed in writing between the Parties beforehand.
- 2.2 Payment of all sums due to PROVIDER under this AGREEMENT shall be made by bank transfer within sixty (60) days from receipt of the corresponding invoice submitted by PROVIDER. PROVIDER shall issue any and all invoices only upon MYLAN's issuing of a written fulfillment certificate for the corresponding Services. PROVIDER will submit with each invoice a detailed activity report setting out a description of the Services provided for MYLAN. In the event of any dispute in relation to the Price, the Parties will use all reasonable efforts to resolve such dispute. MYLAN shall be entitled to defer payment of the disputed amount for as long as such dispute hasn't been fully resolved.

### **3 Term and termination**

- 3.1 This AGREEMENT shall come into effect on the Effective Date and remain in force for the duration of performance of the Services by PROVIDER, unless terminated by either Party or by mutual written consent of both Parties.
- 3.2 Either Party may terminate this AGREEMENT by ordinary termination upon thirty (30) days prior written notice sent to the other Party by registered letter with acknowledgement of receipt.
- 3.3 Either Party may, without prejudice to its claim against the other Party for any compensation, terminate this AGREEMENT by extraordinary termination, upon written notice to the other Party with immediate effect, if the other Party commits a serious breach of the AGREEMENT which is not remedied within ten (10) days from the delivery of such notice. No prior notice shall anticipate the termination notice in case the breach is, by its nature, not capable of remedy.
- 3.4 MYLAN shall also be entitled to terminate this AGREEMENT by extraordinary termination, upon written notification to PROVIDER with immediate effect and without any compensation being due by MYLAN, if bankruptcy or voluntary dissolution with liquidation process is initiated against PROVIDER. Any termination of this AGREEMENT by MYLAN shall be without prejudice to any other rights or remedies available to MYLAN in respect of any breach of this AGREEMENT by PROVIDER.

### **4 Effects of Termination**

- 4.1 Notwithstanding the termination for whatever reason of this AGREEMENT: (i) the rights of the Parties accrued prior to such termination shall not be affected; and (ii) any and all provisions intended to survive the termination of this AGREEMENT shall continue to apply in full force and effect.
- 4.2 In the event of termination of the AGREEMENT by any means, MYLAN shall pay PROVIDER for all Services performed to date as witnessed by the corresponding written performance certificate(s) signed by MYLAN.

### **5 Representations and Warranties**

- 5.1 PROVIDER represents and warrants that:
  - (a) PROVIDER shall not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in the performance of the Services;
  - (b) PROVIDER has all up-to-date required licenses and permits required for the performance of the Services and possesses the skills, qualifications, sufficient knowledge, human resources and such other experience appropriated and necessary for the performance of the Services;
  - (c) PROVIDER will, and will cause its personnel and/or eventual subcontractors to, carry out the Services with all reasonable diligence and care, in accordance with (i) all relevant applicable laws and regulations, (ii) the rules of good workmanship, (iii) the best practices relative to the Services and (iv) MYLAN's requirements, and cooperate with MYLAN's personnel in order to perform the Services with maximum efficiency; PROVIDER shall bear full liability for any damages caused to MYLAN by the breach of any of the above warranties.
  - (d) PROVIDER complies, in the performance of its activity, with all agreed terms on guarantee and warranty.
  - (e) PROVIDER's personnel will comply with MYLAN's Environment, Health and Safety (EHS) rules.
  - (f) PROVIDER has the authority to enter into and perform the AGREEMENT, provided that the entry into this AGREEMENT and the performance of the Services will not result in a breach or violation of any contract, agreement, obligation or understanding PROVIDER may have with any third party.
  - (g) Notwithstanding the provisions of Article 7 below, PROVIDER is the sole and exclusive owner of any and all rights to be assigned to MYLAN with respect to the Services and, therefore, no third party has any rights that may restrain or restrict the acquisition of rights by MYLAN or the further use by MYLAN of such rights.

### **6 Intellectual Property/Ownership**

- 6.1 Any and all results and/or deliverables (movable or immovable property, intellectual property rights, etc.) created or discovered by PROVIDER in the course of the performance of the AGREEMENT and in connection with the Services or otherwise in connection with the subject matter of this AGREEMENT, shall forthwith be disclosed to MYLAN and shall belong to and become the exclusive property of MYLAN or otherwise be licensed to MYLAN.
- 6.2 MYLAN reserves its right to use such results or discovery at its own convenience and for whatever purpose MYLAN deems appropriate. MYLAN shall therefore be exclusively entitled

to use, alter fully or partially, employ in any other work phase, develop further, reproduce the above described results or discovery and to exercise any other rights or actions in connection thereof.

## **7 Liability/Insurance**

- 7.1 PROVIDER shall defend, indemnify and hold MYLAN harmless from and against any damage, claim, loss, liability, cost and expense, interest, judgement, damages, fines or fees, including, but not limited to attorneys' fees, suffered or incurred by MYLAN as a result of: (i) any breach or violation of any representation, obligation, warranty or provision of this AGREEMENT by PROVIDER; (ii) any misrepresentation made in connection herewith by PROVIDER; (iii) any act or failure to act by PROVIDER which is in violation of any applicable laws, rules, regulations or of any judicial or administrative authority.
- 7.2 Therefore, PROVIDER shall have and maintain up-to-date, at its own costs and expense, during the term of this AGREEMENT, an appropriate and sufficient insurance coverage for any and all risks and liability incurred by virtue of this AGREEMENT, with a reputable insurance company. PROVIDER shall, upon MYLAN's request, provide a copy of the insurance policy certificate evidencing the coverage conditions and amounts. PROVIDER shall inform MYLAN of any change in its insurance coverage. In any event, the value of such insurance coverage shall at least cover the total value of the Price payable to PROVIDER by MYLAN under the AGREEMENT.

## **8 Independent Contractors**

- 8.1 PROVIDER acknowledges that none of its employees are employees, directors, partners or agents of MYLAN.
- 8.2 PROVIDER shall be solely responsible for meeting its corporation tax and employee social security obligations as well as for ensuring that its employees meet their respective income tax, social security and all other social insurance obligations. PROVIDER shall indemnify and hold MYLAN harmless from and against all taxes, national insurance or other contributions, costs, claims, penalties, interest, expenses or proceedings which MYLAN may incur as a result of PROVIDER's failure to meet its responsibilities under this Article.

## **9 General**

- 9.1 These Conditions, the AGREEMENT, together with its Exhibit(s): (i) embodies the entire understanding between the Parties hereto with respect to the subject matter hereof; (ii) supersedes all previous communications, representations, agreements or understandings, either oral or written, between the Parties with respect to the subject matter hereof; and (iii) may only be modified in writing by mutual agreement signed by the duly authorized representatives of both Parties.
- 9.2 PROVIDER may not, without the prior written consent of MYLAN assign any of its rights or transfer any of its obligations, or sub-contract or delegate any of its obligations under the AGREEMENT.
- 9.3 If any provision of these Conditions and/or the AGREEMENT is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions will remain in full force and effect and will not in any way be impaired.
- 9.4 PROVIDER shall not without the prior written consent of MYLAN advertise or announce that it supplies Services to MYLAN and shall discontinue any such permitted advertisement or announcement on demand.
- 9.5 No failure or delay on the part of either Party to exercise any right or remedy under this AGREEMENT shall, to the extent permitted by law, be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of any such right or remedy. The waiver of any claim for breach of this AGREEMENT by either Party shall not operate as a waiver of any claim pertaining to another, prior or subsequent, breach.
- 9.6 The failure or inability of either Party to comply with the terms and conditions hereof due to a Force Majeure event should not be deemed a breach of this AGREEMENT. The Party claiming Force Majeure, shall promptly notify the other Party in writing of the occurrence of any event delaying or preventing the performance of its obligations hereunder. In such case, the performance of the obligations of each Party shall be suspended for the period of the Force Majeure event. If the Force Majeure event continues for a period exceeding one (1) month, the Parties shall review in good faith the desirability of and the conditions for terminating the AGREEMENT. "Force Majeure" means, with respect to either Party, any cause affecting the performance of this AGREEMENT arising from or attributable to an exceptional event or circumstance (other than the payment of money), which is beyond the Party's reasonable control, which such Party could not reasonably have provided against before entering into this AGREEMENT, which, having arisen, such Party could not reasonably have avoided or overcome;
- 9.7 Any and all notice or other communications required to be given under this AGREEMENT shall be made in writing and shall either be delivered by hand against receipt of the receiving Party, be sent by prepaid and registered post with acknowledgement of receipt to the receiving Party's business address as last notified in writing to the other Party.

## **10 Governing Law and Jurisdiction**

This AGREEMENT is governed by and is to be construed in accordance with Slovak law. The Parties irrevocably agree that any dispute, which may arise out of or in connection with the AGREEMENT shall be subject to the exclusive jurisdiction of the Slovak courts.

## **11 Notice of Inspection**

PROVIDER shall provide with prior notice of, and the opportunity to attend (itself or through a representative of MYLAN), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the Services are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, PROVIDER shall provide notice and a summary of the results of such inspection to MYLAN within three (3) business days after such inspection. PROVIDER shall provide MYLAN with copies of any written inspection reports, requests, directives or other correspondence or communications issued to PROVIDER by any regulatory authority relating to the Covered Activities or the Services ("Regulatory Communications") within three (3) business days of PROVIDER's receipt thereof. Prior to responding to any Regulatory Communications, PROVIDER will provide a copy of any such responses to MYLAN for MYLAN's review and comment.

## **12 Debarment and Anti-Corruption**

- 12.1 PROVIDER shall not knowingly utilize the services of any employee or other person who is debarred by the US Food and Drug Administration, any other regulatory authority or any other applicable law or is otherwise prohibited by any government authority from participating in any government health program.
- 12.2 PROVIDER shall comply with, and will not cause MYLAN and its affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices Act (the "FCPA") and U.K. Bribery Act 2010. Without limiting the foregoing, PROVIDER will not, directly or indirectly, pay any money to, or offer or give anything of value to, any "government official" as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for MYLAN or for itself or any of their respective affiliates. PROVIDER undertakes not to bribe government officials or any private companies or individuals, "bribes" having the following definition: Offering, promising, or giving a financial or other advantage to another person where it is intended to bring about the improper performance of a relevant function or activity, or to reward such improper performance; acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity. "Improper Performance" means a breach of expectations that a person will act in good faith, impartially, or in accordance with a position of trust.