

Occupational safety and health (OSH), fire protection (FP), environmental protection (EP) and security

These occupational safety and health (OSH), fire protection (FP), environmental protection (EP) and security conditions are applied by Teva Czech Industries s.r.o., with registered office at Ostravská 305/29, Komárov, 747 70 Opava, Company ID 26785323, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File 27159.

Version as of January 26, 2022.

1. If Contractor or authorized and/or specified persons by Contractor performing activities in the course of or in connection with fulfillment of obligations under this Agreement (the **“Contractor's employees”**), will be at Client's premises (the **“workplace”**), Contractor undertakes to observe and ensure that Contractor's employees comply with all relevant generally binding legal regulations and Client's internal regulations, with which Contractor was demonstrably acquainted, especially regulations on safety at work, fire protection, SVP, etc. Contractor hereby confirms that it was acquainted with Client's internal regulations, which forms Annex No. 4 of this Agreement. Client is entitled to amend these internal regulations and/or to submit new internal regulations to Contractor (Contractor's employees) or to issue binding instructions regarding behavior at workplace at any time during the term of this Agreement. Contractor acknowledges that pharmaceutical production takes place at workplace and undertakes to instruct Contractor's employees to consistently comply with Client's internal regulations and instructions.
2. Client and Contractor undertake to ensure that their activities and work of their employees is organized, coordinated and carried out in a manner that protects also employees of another or other employers at workplace.
3. The organization and coordination of the work of Client's employees is ensured by respective Client's superior employees. The organization and coordination of the work of Contractor's employees is ensured by respective Contractor's superior employees, but always in accordance with paragraph 1 of this Article of Agreement.
4. Client's and Contractor's superior employees are obliged to cooperate to ensure safety and health at work for all employees and natural persons at workplace.
5. Client and Contractor agree that in the course of performing tasks by Client's and Contractor's employees at workplace, Contractor shall be responsible for coordinating the implementation of measures and procedure to protect safety and health at work. These coordination activities are carried out by respective Client's superior employees.
6. Contractor undertakes to cooperate with Client for the purpose of coordination activities pursuant to paragraph 4 of this Article and to ensure the fulfillment of measures to protect safety and health of employees in the manner and within the terms set by respective Client's superior employees.
7. Client and Contractor undertake to inform each other in writing of the risks and adopted measures against these risks in relation to their works and workplace, prior to commencement

of works at workplace and always on the basis of change of scope or conditions of works not included in written notice. The performance of this obligation is carried out by respective Contractor's and Client's superior employees.

8. Client undertakes to provide Contractors employees with appropriate and adequate information and instructions to ensure safety and health at work and with taken measures, in particular firefighting, first aid and evacuation in case of emergency, prior to commencement of activities at workplace.
9. Contractor undertakes to inform in writing respective Client's superior employees of all persons who will perform works for Contractor or on behalf of Contractor at least 1 day prior to commencement of their activities at workplace. Contractor undertakes to ensure that these persons shall not enter other workplace than designated to perform their works and report to respective Client's superior employees prior their entry into workplace designated to perform their works.
10. Contractor undertakes to ensure that Contractor's employees shall use personal protective equipment at Client's workplace taking into account the risks of performed works and nature of workplace (eg. work or protective clothes, safety shoes, goggles, welding helmet, welding clothes, welding gloves, safety gloves, safety helmet, protective earplugs or earmuffs, quarter mask, etc.).

If works are carried out at workplace of chemical production or other workplace with the risk of explosion, Contractor undertakes to ensure that Contractor's employees shall use at least antistatic clothes, antistatic, safety (ie. with safety toe) and fully closed shoes and safety goggles. Contractor undertakes to control antistatic nature of shoes and to record it properly in a special Book of Records at least once a year.

If works are carried out at laboratories, Contractor undertakes to ensure that Contractor's employees shall use at least work clothes and goggles.

If the subject of works is construction or installation activity, Contractor undertakes to ensure that Contractor's employees shall use at least work clothes, safety shoes and safety helmet.

If any part of works is carried out at heights requiring the use of personal protective equipment against falling, Contractor undertakes to ensure that Contractor's employees shall use at least the appropriate personal protective equipment for working at heights and receive valid training (at least once a year).
11. Contractor undertakes to ensure that Contractor's employees at workplace with a risk of explosion shall use special tools, devices and equipment designed and approved for work in place with risk of explosion according to type of zone, explosion group and temperature class.
12. Contractor undertakes to ensure that Contractor's employees, when entering and leaving the workplace with controlled area, shall make a record in the book "Records of Visits in Controlled Areas".
13. Contractor undertakes to ensure that Contractor's employees at Client's workplaces shall not carry out any activities that have not been agreed in advance with Client's superior employee and which are not subject of this Agreement.

14. Contractor undertakes to ensure that Contractor's employees at Client's workplaces shall not use any instruments and tools which are Client's property.
15. Contractor undertakes to ensure that all machinery, equipment, appliances, tools, transport and handling equipment used at Client's workplaces shall have valid revisions, examinations and service inspections and shall be in good technical condition.
16. Contractor undertakes to ensure that Contractor's employees at Client's workplaces shall not commence maintenance of the equipment, works at heights, works in confined areas, works in areas with risk of explosion, works with open fire unless such employees sign introductory document on safety measures stated in respective permit or work order according to the relevant Client's internal regulations.
17. In case of injury to Contractor's employee or other person staying at workplace with Contractor's knowledge, Contractor undertakes immediately inform Client and cooperate in clarifying the causes and circumstances of the occurrence of incident.
18. Contractor acknowledges that if Contractor's employee refuses to undergo an alcohol test on the order of Client's superior employee or security guard of Client's site, Client may order such person to leave Client's site and prohibit further entry.
19. Waste arising in connection with activities of Contractor and/or Contractor's employees at the Client's site is Contractor's property. In such case, Contractor shall be deemed to be the originator of this waste pursuant to the Waste Act. Contractor is obliged to sort occurred waste according to the type, to provide adequate protection against the leakage into the environment and to ensure at its own expense further management according to the Waste Act and its related legal regulations through the authorized person for recovery and disposal of waste, based on contractual relationship with such authorized person. Contractor shall bear the costs of these activities.
20. Parties agree that in the event of violation of the ban on smoking, consumption of alcoholic beverages or abuse of other addictive substances at any workplace at Client's site or entering Client's site under influence of any addictive substances, Client is entitled to prohibit respective Contractor's employee further entry into Client's site and Contractor is obliged to pay Client a contractual penalty in amount of CZK 10,000 (in words: ten thousand Czech crowns) for each violation of this obligation. Contractor is also obliged to pay Client a contractual penalty in amount of CZK 10,000 (in words: ten thousand Czech crowns) in the event of a serious breach of legal regulations on OSH, FP, PSA (prevention of serious accidents) and EP which endangers environment, property of Client or its employee or possibly other person in reach of Contractor's employee who violated legal regulations on OSH, FP, PSA and EP.
21. Parties agree that if Contractor's employee violates the principles of safety and health at work at Client's site (eg. failure to use PPE according to the risks of carried out activities or the nature of workplace) and this behavior endangers solely respective Contractor's employee and the amount of penalty is not set out in the table below, Contractor is obliged to pay Client a contractual penalty in amount of CZK 5,000 (in words: five thousand Czech crowns) for each violation of this obligation.

22. In case of repeated violation of the ban on smoking, consumption of alcoholic beverages, abuse of other addictive substances, serious breach of the regulations of OSH, FP, PSA and EP, which endangers environment, Client's property or its employee, respectively other persons or repeated violation of the principles of safety and health at work, the contractual penalties listed in the table below for individual violation in double amount will apply and respective Contractor's employee who committed this breach shall be prevented from further entry into the Client's site.
23. Parties agreed that in case of a demonstrable breach of the OSH, FP or EP principles specified in the table below, Contractor is obliged to pay Client a contractual penalty for each individual violation (ie. for each Contractor's employee who breaches the applicable obligation) in the amount set out in the following table:

List of penalties – Type of violation		Penalty
1	Entry to other workplace than was designated for works, and without prior knowledge of the superior employee of this workplace	CZK 5,000
2	Commencement of works at Client's workplaces without prior discussion and consent of Client's employee	CZK 5,000
3	Commencement of maintenance or repair of equipment, works at height, works in confined premises, works in premises with risk of explosion, works with open fire at Client's workplaces prior the person carrying out activities for Contractor has signed the relevant permit or work order	CZK 10,000
4	Failure to comply with permits for maintenance or shutdown of equipment, works at heights, works in confined premises, works in premises with risk of explosion, works with an open fire	CZK 5,000
5	Smoking or stay at workplace under the influence of alcohol or other addictive substances	CZK 10,000
6	Failure to keep records of entry and exit to and from workplaces with controlled zones into the book "Records of Visits in Controlled Zones"	CZK 1,000
7	Failure to use safety helmet or safety shoes during construction or installation work	CZK 1,000
8	Failure to use welding clothing, helmet and gloves during welding work	CZK 2,000
9	Failure to use face shield or goggles, gloves and earmuffs or earplugs during sanding or grinding	CZK 2,000
10	Entry to workplace with risk of explosion without antistatic clothing and antistatic shoes or with mobile phone that is not designed for these areas	CZK 3,000
11	Failure to use at workplace with risk of explosion tools, instruments and tools designed and approved for the premises with risk of explosion	CZK 5,000
12	Failure to use protective glasses at workplace of chemical production and laboratories	CZK 1,000

13	Violation of legal regulation and directives on fire protection and measures imposed in a permit for works with fire with the potential to cause fire or serious accident	CZK 10,000
14	Violation of legal regulations and directives in the field of fire protection	CZK 5,000
15	Non-enclosure of excavations, securing of excavations	CZK 2,000
16	Use of improper ladders (damaged, wooden, non-compliant with Government Decree No. 362/2005 Coll.)	CZK 2,000
17	Use of damaged or non-compliant electrical equipment, extension cords, etc.	CZK 2,000
18	Do not cover openings, do not cover openings against objects falling from height	CZK 2,000
19	Working footbridge non-compliant with OSH (without railings, trench bar, insufficient wide etc.)	CZK 2,000
20	Use of construction that is not intended for ascend (formwork, boarding, etc.)	CZK 2,000
21	Work at heights without fall protection (collective protection, railing, net, fall protection, etc.)	CZK 4,000
22	Poor binding and transport of loads	CZK 4,000
23	Use of damaged binding devices	CZK 4,000
24	Storage of alcohol and other addictive substances	CZK 2,000
25	Waste disposal by unlawful manner	CZK 4,000
26	Non-sorting of waste according to the instructions given by Client or using Client's containers for waste collection	CZK 5,000
27	Damage to construction site enclosures, unauthorized access to construction site	CZK 2,000
28	Movement at workplace without identification card	CZK 1,000
29	Use of private electrical appliances at construction site	CZK 2,000
30	Works at heights on insufficiently secured scaffolding	CZK 4,000
31	Works in open excavation	CZK 5,000

24. Contractor acknowledges and agrees that application of a contractual penalty or failure to allow Contractor's employee to enter Client's site and/or expel Contractor's employee for the reasons set forth in this Agreement shall not affect any Client's claim resulting from delay in performance and handover of Work by Contractor.

The present safety conditions shall become effective on the date stated at the heading of these conditions. These safety conditions shall cease to be effective at the moment when new safety conditions are issued by Teva Czech Industries s.r.o.