

Global Prevention of Corruption Policy

Table of Contents

Purpose	1
Scope	2
Application	2
Guiding Principles.....	2
Ethical Business Practices	3
Facilitation Payments	3
Transparency Reporting.....	3
Third Party Representatives.....	4
Accurate Books, Records, and Internal Controls	4
Resources	4
Glossary.....	5

Owner:	Lori Queisser, Senior Vice President, Global Chief Compliance & Ethics Officer	Effective Date:	March 15, 2022
Delegate Owner:	Global Compliance & Ethics Leadership Team	Domain:	Compliance & Ethics

Purpose

The purpose of this Global Policy is to ensure that Teva conducts activities ethically and in compliance with all anti-corruption laws. This Global Policy is a supplement to [Teva's Code of Conduct](#).

Scope

In Scope:

All interactions with external individuals or organizations, regardless of local customs and traditions.

These include **Government Officials (GOs)**, **Healthcare Professionals (HCPs)**, **Customers**, patients, other members of the **Healthcare Community**, **Third Party Representatives (TPRs)**, and other business partners.

Application

All **Teva Organizations Worldwide** are responsible for compliance with this Global Policy.

*Teva personnel should promptly report any known or suspected violation of this Policy or **Applicable Laws and Codes** in accordance with **Teva's Code of Conduct**. Any Teva personnel receiving a report of noncompliance alleging corruption, fraud, or financial misconduct, should promptly forward complete details to **Teva's Office of Business Integrity (OBI)**. Teva will not tolerate retaliation against anyone making a good faith report. Any breach of this Policy, including failure to report actual or potential violations, may result in disciplinary measures, up to and including termination of employment.*

Guiding Principles

- 1 Teva is committed to doing business the right way. Teva complies with all **Applicable Laws and Codes** and avoids situations that are contrary to Teva's values or that may damage Teva's reputation.
- 2 Teva does not tolerate any form of bribery or corruption. Teva must never – directly or indirectly – give, offer, or promise **Anything of Value** for the purpose of:
 - Improperly obtaining or retaining business,
 - Securing a business advantage, or
 - Influencing any other decision or action by the recipient.
- 3 Teva's commitment to integrity means that Teva would rather lose an opportunity or sale than obtain benefits through unethical or improper means.

Applicable anti-corruption laws include international anti-corruption laws such as Article 291A of the Israeli Criminal Law, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and the anti-corruption, anti-trust, and competition laws of every country in which Teva operates.

Ethical Business Practices

- a. In order to prevent improper payments or even the appearance of impropriety, Teva must make sure that all of its activities and payments:
 - Have a legitimate purpose and are not intended to gain an **Improper Advantage**;
 - Are appropriate and reasonable;
 - Are provided at **Fair Market Value (FMV)**;
 - Are supported by accurate and adequate documentation, including proof of service;
 - Are appropriately reported under relevant transparency requirements; and
 - Comply with **Applicable Laws and Codes**.
- b. Certain activities and/or interactions with external individuals or organizations must be reviewed and approved in the [Healthcare Interactions Portal \(HIP\)](#). Please contact your Local Compliance & Ethics Officer (LCO) or the Global Compliance & Ethics department for guidance on the process and activities requiring review and approval in HIP.

Items must never be provided to gain a benefit or improper advantage. These include donations, political contributions, gifts, money, and hospitality.

Facilitation Payments

- a. Teva prohibits **Facilitation Payments**. Facilitation payments violate most anti-corruption laws, and Teva strictly prohibits them even if a payment may be permissible or not expressly prohibited under local law.

Transparency Reporting

- a. Certain activities and/or interactions with external individuals or organizations (such as with **GOs, HCPs**, research organizations, etc.) must be reported to regulatory authorities under relevant local transparency requirements. Teva must report payments and transfers of value made to certain recipients that provide services to Teva according to these requirements.

For guidance on transparency reporting requirements and processes, contact your LCO or the Global Compliance & Ethics department.

- b. Teva is responsible for ensuring that the applicable spend is captured accurately and in accordance with **Applicable Laws and Codes**.

Third Party Representatives

- a. Teva cannot take actions indirectly through a **TPR** that Teva cannot take directly themselves. Teva may be held responsible for the actions of TPRs and expects them to abide by all **Applicable Laws and Codes**.
- b. Teva must only engage ethical, reputable, and approved TPRs according to the **Global Third Party Due Diligence Policy & Procedure**. TPRs must be engaged through **Written Agreements** including **Teva’s Ethical Business Clauses**.

Accurate Books, Records, and Internal Controls

- a. Teva must maintain accurate and transparent books and records, which must reflect financial transactions and dispositions of assets fairly, accurately, and in reasonable detail.
- b. Teva prohibits false or misleading entries in Teva’s books and records, “slush funds,” or other “off-the books” accounts.
- c. Teva must maintain an effective system of internal accounting controls where transactions are accurately recorded. All Teva assets must be accounted for and access must be controlled.

Resources

Name of Resource	Location of Resource
Global Third Party Due Diligence Policy & Procedure	MyTeva intranet
Healthcare Interactions Portal (HIP)	Automatic Login: https://tevahip.com/Teva-GCP-PROD Manual Login: https://tevahip.com/Teva-GCP-PROD/User/SSOLogin

Teva's Code of Conduct	MyTeva intranet
Teva's Ethical Business Clauses	MyTeva intranet

Glossary

- **Anything of Value** – Anything that has monetary value or would constitute an advantage, financial or otherwise, to the recipient, for example: cash or a cash equivalent, services, offers of employment, fee-for-service contracts, charitable donations, political contributions, travel and/or entertainment expenses, meals, drug samples, gifts, conference and registration fees, and discounts not readily available to the public.
- **Applicable Laws and Codes** – The international, regional, national, and local laws, regulations, competent authorities' decisions and guidelines, and industry codes governing the activity or interactions, which may include those of the country where the Teva entity responsible for the activity is located, where the activity or interaction takes place, and/or where the Healthcare Professional (HCP) practices their profession.
- **Customer** –
 - Current or prospective business partner that purchases or intends to purchase any Teva product or service;
 - Party that negotiates the purchase price or purchase terms of Teva products or services on behalf of such purchaser; or
 - Representative, owner, shareholder (10% or greater), officer, director or employee of such purchaser.
 - Examples of Customers include retailers, wholesalers, and distributors.
- **Facilitation Payments** – The giving of a small payment of cash or Anything of Value to a Government Official (GO) to secure or speed up a routine government action, such as clearing Teva's products through customs or expediting the processing of a visa.
- **Fair Market Value (FMV)** – The value that would be paid as a result of bona fide bargaining between well-informed parties in arm's-length transactions for the goods or services to be provided. The value shall consider the nature or quality of the goods or services to be provided, the qualifications of the provider, the geographic location where goods or services

are to be provided, the nature of the market for the goods or services to be provided, and the prevailing rates for similar goods or services.

- **Government Entity** –
 - Federal, national, state, provincial, local, or municipal body or any department, agency, or subdivision thereof;
 - Government-owned or –controlled enterprise or organization;
 - Public international organization (e.g. UN, World Bank, EU, WTO, NATO);
 - Political organization or office; or
 - Entity that is considered a government body under applicable local law.
- **Government Official (GO)** –
 - Elected, appointed, or career official or employee of a federal, national, state, provincial, local, or municipal government or any department, agency, or subdivision thereof;
 - Officer or employee of a government-owned or –controlled enterprise or organization (e.g. a Healthcare Professional (HCP) practicing at a government-owned or –controlled hospital or clinic);
 - Officer or employee of a public international organization (e.g. UN, World Bank, EU, WTO, NATO);
 - individual acting for or representing a government or any of the organizations referred to above, even if they may not be an employee of such government or organization;
 - individual who is considered to be a GO under applicable local law;
 - Candidate for political office or official of a political party; or
 - Family member of any of the GOs described above.
- **Healthcare Community** – Healthcare Professionals (HCPs), Teva’s Customers, Healthcare Organizations (HCOs), HCP associations, payers, non-HCP researchers related to Teva’s research and development projects, universities involved in research or education related to medical or pharmaceutical science, government institutions providing services to Teva, patients, patients’ associations, patients’ advocacy groups, and journalists, collectively.
- **Healthcare Organization (HCO)** – An entity providing healthcare services including hospitals, clinics, pharmacies, and group medical practices.
- **Healthcare Professional (HCP)** – A member of the medical, dental, pharmacy, and nursing professions and any other individuals who, in the course of their professional activity, are

qualified or permitted to prescribe, supply, administer, purchase, recommend, reimburse, pay for or acquire a medicine, or influence or authorize any of the foregoing. The term also includes health service managers and administrative or clinical support staff who provide support to HCPs, as well as any employees of any entity that is owned by or comprised of HCPs. Examples of HCPs include physicians, nurses, medical assistants, pharmacists, paramedics, product formulary committee members, clinical investigators, and public and private hospital employees.

- **Improper Advantage** – Exercising inappropriate influence to obtain or retain business, secure a commercial advantage, or gain something to which Teva is not legally or ethically entitled: for example, a regulatory approval for a product that fails to meet the statutory requirements. Improper Advantage also includes actual and perceived inducements of Healthcare Professionals (HCPs) to prescribe, use, purchase, or order a Teva product, or to improperly influence the use or pricing of, or improperly arrange for the purchase, prescription, or use of, a Teva product.
- **Teva Organizations Worldwide** – Teva Pharmaceutical Industries Ltd. and its subsidiaries and affiliates in which Teva holds, directly or indirectly, 50% or more of outstanding equity interest, voting power, or rights to appoint at least one of the directors and managers.
- **Third Party Representative (TPR)** –
 - A Third Party whom Teva provides or sells goods and who further provides or sells these goods, directly or by an intermediary, to Government Officials (GOs), Government Entities, or Healthcare Organizations (HCOs); or
 - A Third Party engaged and/or paid by Teva that may, with reasonable foreseeability, act on behalf of or represent Teva, directly or by an intermediary, in front of GOs, Government Entities, HCOs, or Healthcare Professionals (HCPs).
- **Written Agreement** – A document approved by Teva’s Legal department such as a contract, appendix, signed statement, or amendment to a contract.