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Vlaamse Vereniging van Ziekenhuisapothekers

OVEREENKOMST WEBCOMMUNICATIE

TUSSEN De Vlaamse vereniging van ziekenhuisapothekers, beroepsvereniging, met zetel te C. Heymanslaan 10 - 9000 Gent en BTW-nummer 0476.978.494, hierbij vertegenwoordigd door haar voorzitter Jo Swartenbroekx, verder vernoemd als "VZA"

EN Teva Pharma Belgium NV, met maatschappelijke zetel te Laarstraat 16, 2610 Antwerpen en BTW-nummer BE 0451.951.110, hierbij vertegenwoordigd door Peter Helsen, Hospital Key Accountmanager, verder genoemd als "contractant"

WORDT OVEREENGEKOMEN EN GOEDGEKEURD WAT VOLGT:

Beide partijen verklaren over de vereiste juridische bevoegdheden te beschikken om onderhavig contract te ondertekenen.

ARTIKEL 1

De VZA biedt aan de contractant de mogelijkheid aan het beroep van ziekenhuisapotheker gerelateerde informatie te verstrekken aan de leden van de VZA via een VZA-mailinglijst en het aan leden voorbehouden gedeelte van de VZA-website. De aanvraag en het te versturen bericht worden door de contractant via e-mail aan het secretariaat van de VZA bezorgd die het bericht zo snel als mogelijk zal verspreiden en publiceren.

De VZA behoudt zich het recht voor om bepaalde berichtgeving niet te aanvaarden voor verspreiding; de contractant wordt hiervan telkens in kennis gesteld via e-mail waarbij VZA motiveert waarom zij de desbetreffende berichtgeving niet kan verspreiden. Indien de contractant tegemoet komt aan de opmerkingen en bezorgdheden van VZA en haar berichtgeving in die zin aanpast, zal VZA de aangepaste berichtgeving alsnog verspreiden. Wanneer informatie over een specifiek product wordt verstuurd wordt bij voorkeur de betreffende bijsluiter meegestuurd.

ARTIKEL 2

De overeenkomst wordt afgesloten voor twee kalenderjaren en zal na afloop opnieuw moeten afgesloten worden middels een nieuwe aanvraag.

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Elk der partijen behoudt het recht de overeenkomst eenzijdig te beëindigen mits een opzegtermijn van 3 maanden per aangetekend schrijven te betekenen aan de tegenpartij.

De door de contractant reeds betaalde bijdragen blijven verworven door de VZA.

ARTIKEL 3

De contractant zal de elektronische berichtgeving beheren als een goede huisvader. In elke mail wordt het doel/de reden van de berichtgeving vermeldt. Het onderwerp, de inhoud en de bijlagen zullen zich tot dit doel verhouden. De berichtgeving mag niet in strijd zijn met de wetgeving en de deontologie. De VZA kan niet aansprakelijk worden gesteld voor de inhoud of het doel van de berichtgeving.

ARTIKEL 4

De berichtgeving van contractant wordt verstuurd naar het e-mailadres van alle leden en wordt gepubliceerd op het aan leden voorbehouden deel van de VZA-website. Een bevestiging van versturing en publicatie wordt gestuurd aan de contractant. De VZA verbindt er zich toe een geactualiseerde ledenlijst bij te houden. Het correspondentieadres van de leden kan zowel privé als professioneel zijn en wordt nooit doorgegeven aan de contractant. Directe aansturing van de VZA-mailinglijsten door de contractant wordt niet toegelaten. VZA dient beschouwd te worden als de verantwoordelijke voor de verwerking van de persoonsgegevens in de zin van de wet van 8 december 1992 tot bescherming van de persoonlijke levenssfeer.

ARTIKEL 5

De VZA verdeelt en publiceert de berichtgeving zo snel als mogelijk, maar steeds binnen de termijn van één week. De berichten op de website blijven minstens 1 maand zichtbaar voor de leden.

ARTIKEL 6

De bijdrage, ten laste van contractant wordt vastgesteld op totaal € 2.000,00 (excl. BTW 21%) voor de contractperiode van 2 jaar, betaalbaar op rekeningnummer IBAN BE97 0011 5969 8149, BIC GEBABEBB van VZA, C. Heymanslaan 10, 9000 Gent en ten laatste te voldoen binnen de vijf (5) eerste kalenderdagen van de maand volgend op het verstrijken van zestig (60) kalenderdagen vanaf de datum van ontvangst door de contractant van de betrokken factuur.

ARTIKEL 7

De VZA verbindt er zich toe, in de mate van haar mogelijkheden, de overeenkomst na te komen jegens contractant. Wanneer door onvoorziene omstandigheden de afgesproken dienstverlening echter niet kan worden nagekomen brengt VZA de contractant hiervan in kennis. Indien de afgesproken dienstverlening voor een termijn van meer dan één (1) maand niet kan nagekomen worden, heeft de contractant het recht om de overeenkomst met onmiddellijke ingang te beëindigen. Desgevallend zal VZA aan de contractant de jaarlijkse bijdrage pro rata aan de resterende duurtijd van de overeenkomst terugbetalen.

Onderhavig contract is onderworpen aan het Belgisch recht. Bij betwistingen zijn enkel de rechtbanken van Gent bevoegd.

Opgemaakt in twee exemplaren te Gent, 31/07/2021.

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Elke bladzijde werd door beide partijen geparafeerd. Elk der partijen verklaart een getekend exemplaar te hebben ontvangen.

De contractant

DocuSigned by:
Jan-Willem Scheer
914CA1B9177B469...
Jan-Willem Scheer
General Manager Teva Nederland
15 Oct 2021 | 13:35 CEST

DocuSigned by:
4ED6BFD7E623489...
Eric Deschepper
Managing Director
15 okt 2021 | 10:40 CEST

De VZA

Jos Swartenbroekx (Authentication)

Digitally signed by Jos Swartenbroekx (Authentication)
DN: c=BE, cn=Jos Swartenbroekx (Authentication), sn=Swartenbroekx, givenName=Jos Frans, serialNumber=63060332181
Date: 2021.12.03 08:18:24 +01'00'

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BIJLAGE 1 – COMPLIANCE WITH ANTI-CORRUPTION LAWS AND PRINCIPLES

1. Anti-Corruption Principles and Legislation

The Organization for Economic Co-operation and Development ("OECD") adopted a convention on combating bribery of foreign public officials in international business transactions, effective 15 February 1999 (the "Convention"). The Convention requires contracting states to enact legislation relating to combating bribery of foreign public officials in international business transactions. Such legislation has been passed in Israel and, separately, in the United States as the Foreign Corrupt Practices Act ("FCPA") and in the United Kingdom in the U.K Bribery Act 2010. These and other anti-corruption laws are herein referred to collectively as the "Anti-Corruption Laws" and, together with the Convention, 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.

2. Knowledge and Compliance

2.1 The Service Provider understands that Teva Pharmaceutical Industries Ltd. and/or its subsidiaries, including without limitation, Teva Pharma Belgium NV (collectively "**Teva Group**" or "**Company**"), are subject to the Anti-Corruption Laws and Principles.

2.2 The Service Provider 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.

2.3 The Service Provider 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 Third Party's performance of this Agreement (e.g., gift, travel, entertainment, hospitality, conference, meeting, event, consulting, and research expenditures).

2.4 In its sole discretion, Teva may require training of its choosing related to Teva's standards for ethical business conduct for TPR's stakeholders and/or employees. Should Teva require such training, it must be completed within a reasonable period of time to be determined by Teva.

3. Status of Employees, Family Relationships

The Service Provider represents that none of its Personnel are Government Officials. The Service Provider represents that it has fully disclosed to Company any existing Close Family Member relationships between

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any of its Personnel and any Government Official, and the Service Provider agrees to notify Company of any such Close Family Member relationship that may arise during the term of this Agreement.

4. No Action Contrary to the Applicable Anti-Corruption Laws and Principles

The Service Provider 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. The Service Provider represents and covenants further that nothing of value received under this Agreement has been or will be accepted or used by it for any purpose that would violate or be contrary to the Applicable Anti-Corruption Laws and Principles, nor has it or will it take any action that would violate or be contrary to the Applicable Anti-Corruption Laws and Principles.

5. Method of Payments

The Parties agree that any payment made to the Service Provider in connection with this Agreement shall be made after receipt by the Company of an invoice detailing the products or services it relates to. All payments under this Agreement shall be made by cheque or bank transfer for the benefit of, or to the account of, the Service Provider in either: (i) the country where the activities relating to the goods or services are undertaken; or (ii) the country of registered office/principle place of business of the Service Provider.

6. No Unlawful Payments

The Service Provider represents and covenants that, unless permitted under the Applicable 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 this Agreement.

7. Accurate Books and Records

The Service Provider 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 on this Agreement. The Service Provider will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect transactions under this Agreement.

8. Rights of Audit

Without derogating from any other rights which the Company has to audit the records of the Service Provider under this Agreement or any other agreement between the parties, for the term of this agreement and a period of five years thereafter, the Service Provider shall provide the Company with access to all books, records, invoices, and relevant documentation of the Service Provider related to this Agreement in order to verify compliance with the terms of this Schedule and the requirements of the Applicable Anti-Corruption Laws and Principles. The Service Provider will cooperate fully in any audit or investigation conducted by the Company in relation to compliance with this Agreement or the Applicable Anti-Corruption Laws and Principles.

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9. Conduct of Parties Engaged by the Service Provider

The Service Provider agrees that any parties, (including but not limited to subcontractors and intermediaries) engaged directly or indirectly (e.g., the Service Provider engages a subcontractor that engages another party) by the Service Provider to provide services or otherwise fulfill the terms of this Contract will agree to and adhere to comply with the same ethical business clauses that the Service Provider agrees to herein.

10. Obligation to Update/Report Changes

The Service Provider agrees that all of the representations contained herein shall remain true and accurate throughout the duration of this Agreement. The Service Provider must inform Company 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 Company under this section shall constitute a material breach of this Agreement by the Service Provider entitling Company to terminate the Agreement.

11. Annual Certification

In its sole discretion, Company may require that the Service Provider complete an annual certification or provide some other form of assurance of compliance with this Schedule.

12. Definitions

For the purposes of this Schedule, the following terms shall bear the meanings assigned to them below:

(i) "**Personnel**" means the Service Provider's (and its affiliates') owners, directors, and officers, and any of Service Provider's (or its affiliates') employees, agents, or consultants that may reasonably be expected to perform on this Contract.

(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.

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