

## TEVA EUROPEAN WORKS COUNCIL AGREEMENT

This agreement ("Agreement") is made between:

1. Teva Pharmaceuticals Europe B.V., a company organized under the laws of The Netherlands and having its headquarters in The Netherlands being the controlling undertaking within the meaning of EU Council Directive 2009/38/EC (the "**Company**");

and

2. The Teva Special Negotiating Body as duly established in accordance with EU Council Directive ("**SNB**");

Hereafter jointly: the "**Parties**";

### 1. INTRODUCTION

- 1.1. This Agreement defines the establishment, scope, role, membership and operation of the Teva European Works Council (the "**EWC**") and fulfills the Company's obligations under EU Council Directive 2009/38/EC (the "**Directive**") and the Dutch European Works Councils Act (Wet op de Europese ondernemingsraden) of 23 January 1997, as most recently amended on 16 December 2017 (the "**Act**").

### 2. PURPOSE AND SCOPE OF AGREEMENT

- 2.1. The purpose of this Agreement is to establish - as from the date of execution of this Agreement - a EWC as the platform of informing and consulting the Employees within the geographical scope of this Agreement on Cross-border matters. The geographical scope of this Agreement will be the countries listed in Appendix 1 to this Agreement (each a "**Country**" and jointly the "**Countries**").
- 2.2. The EWC is established to improve existing engagement and communications with Employees. Its aim is to develop a process by which Cross-border matters concerning operations in the Countries are discussed. The EWC shall be designed to encourage a free exchange of views and opinions between Central Management and Employee Representatives.
- 2.3. The Parties shall participate in the EWC in good faith accepting that the EWC shall not affect the prerogatives of either the Central Management or the Local Management, who ultimately remain competent and responsible for business, financial, commercial and technological decisions nor shall it affect the rights and prerogatives of national bodies that exist to represent the interests of Employees. The Parties recognise and confirm this.

24. The EWC is complementary to local and national information and consultation processes and is intended to promote the effective representation and participation of Employees in processes of information and consultation that concern them.
25. In the event that the UK is no longer a member of the European Union or European Economic Area and that the Directive (transposed into TICER 2010) is no longer applicable to the UK, the parties agree that the UK will continue to be fully covered by this Agreement and that the EWC will remain competent for all Cross-border matters in relation with the UK. The EWC members from the UK shall continue to enjoy the same prerogatives, rights and protection as the other members of the EWC as outlined in this Agreement.

### 3. DEFINITIONS

- 3.1. "Employees": the staff members employed by Controlled Undertakings in the Countries, who qualify as employees under the provisions of national law.
- 3.2. "Employee Representatives": employee members of the EWC selected by and representing the Employees in the Countries in accordance with article 5 of this Agreement .
- 3.3. "Special Negotiating Body" (SNB): a body created in accordance with the Directive and the Act to negotiate this Agreement with Central Management.
- 3.4. "Central Management": the board of directors of the Company and/or any senior executive(s) of the Company or its subsidiaries designated to act on its behalf in connection with this Agreement.
- 3.5. "Local Management": the management of each Controlled Undertaking in the Countries other than that of the Company itself.
- 3.6. "Secretary": a senior executive of the Company to be designated by the Company to act as Secretary of the EWC (or a designated substitute).
- 3.7. "Teva": the ultimate parent company of the Company.
- 3.8. "Information": the transmission of information concerning Cross-border matters by the Central Management or any more appropriate level of management to Employee Representatives in order to enable them to acquaint themselves with the subject matter and to examine it; information shall be given at such time, in such fashion and with such content as are appropriate to enable Employee Representatives to undertake an in-depth assessment of the possible impact and, where appropriate, to prepare for consultations with the Central Management or any more appropriate level of management.

- 3.9. "Consultation": the establishment of dialogue and exchange of views between the Central Management or any more appropriate level of management and Employee Representatives at such time, in such fashion and with such content that enables Employee Representatives to express an opinion on the basis of the information provided about proposed measures concerning Cross-border matters to which the consultation relates which may be taken into account by Central Management in the decision-making process, without prejudice to the prerogatives of the Central Management and/or of the Local Management and within a reasonable time, as defined in Section 11.4, which may be taken into account by Central or Local Management when making the decision on such Cross-border matter.
- 3.10. "Cross-border matters": matters which (i) concern the entire group of Controlled Undertakings in the Countries or (ii) at least two Controlled Undertakings incorporated and operating in at least two Countries. This includes matters which may concern potential direct or indirect effects on employment in at least two Countries or the transfer of activities between Countries covered by this Agreement.
- 3.11. "Select Committee": an operative body of the EWC consisting of elected EWC members in line with the provisions of this Agreement, the Directive and the Act.
- 3.12. "Controlled Undertakings": the Company as well all wholly owned or majority controlled undertakings/subsidiaries of the Company established in the Countries.

#### **4. OPERATIONS COVERED**

- 4.1. This Agreement covers all Controlled Undertakings in Europe as per Appendix 1.

#### **5. COMPOSITION OF THE EUROPEAN WORKS COUNCIL**

- 5.1. The EWC shall consist of Employee Representatives selected in line with the procedures set out in this Agreement.

#### **6. SELECTION OF EMPLOYEE REPRESENTATIVES**

- 6.1. The Employee Representatives for the purpose of this Agreement are employees who, from time to time, have been selected to the EWC under the terms of this Agreement and in accordance with the procedures set out in national law with as gender-balanced a representation of workers as possible. The Secretary will provide a role description to all Employees as part of the selection process.
- 6.2. Employee Representatives will be selected (elected or appointed) on a country basis. Countries with less than 75 Employees will not be represented directly on the

EWC but will be represented by an appropriate neighbouring or related Country with 75 or more Employees as per Appendix 2. The representation of such Countries as of the effective date of this Agreement is set out in Appendix 2. The members of the EWC shall be selected in accordance with the following formula:

- Countries with less than 75 employees will be represented by other countries as set in Appendix 2.
- Countries with 75-999 Employees will be entitled to 1 Employee Representative
- Countries with 1,000 or more Employees will be entitled to 2 Employee Representatives

The total number of Employee Representatives on the EWC shall not exceed 30.

In case of expansion and in order to keep the number of Employee Representatives at the maximum of 30, adjustments will be effected at first instance in Countries entitled to 2 Employee Representatives and only in second instance in Countries entitled to 1 Employee Representative. The adjustments shall be effectuated by the Central Management in consultation with the Select Committee.

63. The current headcount figures will be updated annually based on headcount figures as of December 31st. Following any increase or reduction in headcount, the selection procedures or downward adjustment in the number of Employee Representatives will occur after the December 31st review. In the case of downward adjustment, Central Management and the Select Committee will jointly decide where the reduction occurs.
64. Employee Representatives will serve for a four (4) year term, except where otherwise provided for by national law or where there is a reduction in the number of representatives for a Country in accordance with article 6.4 above. Employee Representatives may be re-selected if and to the extent allowed by national law.
65. Substitutes will be selected per Country, according to the same procedures and at the same time as the selection of Employee Representatives. Substitutes participate only in the event that their regular Employee Representative is legitimately absent and unable to participate. Employee Representatives who cease to be Employees of any Controlled Undertaking in the Countries or lose their mandate under national law for whatever reason shall immediately forego any rights as Employee Representatives on the EWC but shall continue to be bound by a duty of confidentiality as defined in this Agreement. Substitutes will complete the term of any Employee Representative who ceases to be an Employee. When a substitute replaces his/her regular Employee Representative permanently, a new substitute is appointed/elected without delay.

## **7. ADAPTATION OF THE EWC TO CHANGES IN COMPANY STRUCTURE**

- 7.1. When the Company or any of the Controlled Undertakings acquires another company with a presence within the EU, EEA or other Countries covered by this Agreement, then, in the first instance, Central Management will meet with the Select Committee to discuss how the employees of the newly acquired company are to be incorporated into the EWC. In general, the following principles will guide such discussions.
- 7.2. Newly acquired companies with operations in Countries where there is already a Controlled Undertaking and which has representation on the EWC shall be represented by the existing Employee Representative(s) until the completion of their term of office. If the number of employees in the acquired company in any particular country so justifies (based on the formula set out in Section 6 above), additional Employee Representatives will be selected to the EWC.
- 7.3. For newly acquired companies with operations in Countries where there is no Controlled Undertaking and therefore having no Employee Representative on the EWC, the Company will arrange for the selection of the appropriate number of Employee Representatives as provided for in this Agreement. The Employee Representatives will take their seat on the EWC from the date of their selection. If the additional Country has less than 75 employees they will be part of a grouping with a neighbouring Country.
- 7.4. Where the acquired company itself has a European Works Council, Central Management will arrange a meeting with the Select Committee and the acquired company's Select Committee, or in the absence of a Select Committee, with the acquired company's European Works Council, in order to reach agreement on how the EWC can be adapted in the future.

## **8. SELECT COMMITTEE**

- 8.1 The Employee Representatives shall elect (5) five of their members to form a Select Committee as well as one (1) substitute, all of whom should be employed in different Countries. The Select Committee members shall as much as possible constitute a balanced representation of Teva's manufacturing and commercial operations in the Countries. Select Committee meetings shall be conducted in English. Where necessary, during a Select Committee member's first year of service, translation support will be provided by the Company and that Select Committee member will be provided with adequate English language training. The Select Committee member thus supported will commit to engage seriously in learning English. Such support will be provided to a maximum of two (2) Select Committee members at any given time.

8.2 The purpose of the Select Committee is (with input from fellow Employee Representatives) among other matters to discuss with the Central Management (or its representatives) the following:

- Dates and time of EWC meetings
- The need for the involvement of experts at EWC meetings
- The provision of relevant training for EWC members to enable them to execute their duties
- An arrangement for the provision of financial and material means to the EWC and/or Select Committee
- The EWC agenda
- Meeting minutes and communiques and how employees are to be informed of the outcome of EWC meetings
- The need for, and attendance at, extraordinary meetings
- Dispute resolution
- Adjustments in the composition of the EWC following changes in company structure.

Striving to resolve together any conflicts in relation to the implementation of this Agreement, especially ensuring that EWC members can fulfil the duties assigned to them in the framework of this Agreement.

8.3 The Select Committee will meet three (3) times a year with the Central Management, in addition to the annual meeting of the EWC, at least one of which shall be a face-to-face meeting, and the others will be by video conference, unless mutually agreed otherwise. For video conferences, the substitute member of the Select Committee may also attend the meetings.

8.4 Following agreement with Central Management, the Select Committee may hold meetings at the premises of Controlled Undertakings in Countries covered by this Agreement. The EWC member(s) for that Country may participate at these meetings as observer(s.) The Secretary will inform Local Management accordingly in advance of the meeting.

## **9. ANNUAL MEETING/SCOPE OF THE EWC**

9.1 An annual meeting will be held between Central Management and the EWC.

9.2 Central Management will provide information to the EWC on relevant Cross-border matters of a business or employment nature, in order to facilitate a constructive and free exchange of views and opinions. The information will, in particular, relate to:

- The structure, economic and financial situation of the group of Controlled Undertakings in the Countries;
- The progress of the business of the group of Controlled Undertakings in the Countries and its prospects;
- The situation and probable trend in employment in the group of Controlled Undertakings in the Countries;
- Major investments planned;
- Major organisational changes;
- Introduction of new working methods or production processes;
- Mergers, acquisitions and significant transactions of a cross border nature;
- Significant transfers of products or technology between sites;
- Cut-backs or closures of undertakings, establishments or important parts thereof, divestments, and collective redundancies;
- Environmental, health and safety matters;
- Research and development and pipeline news.

affecting the group of Controlled Undertakings in the Countries or Controlled Undertakings in at least two Countries;

If some questions raised at an ordinary EWC meeting cannot be answered satisfactorily, Central Management will commit to giving an answer within 30 days after the EWC meeting.

9.3 The EWC will not consider or be responsible for:

- Collective bargaining negotiations on salary and other non-wage benefits;

- Local or national topics subject to national legislation or to local or national collective agreement;
- Issues that relate to individual employees.

Such issues will continue to be handled in accordance with the laws, collective agreements and procedures in force in individual Countries.

9.4 Central Management will use its judgement to decide whether to provide information to the Select Committee concerning significant single country events.

9.5 The annual meeting shall not affect the prerogatives of Central Management of the Company or the prerogatives of the Local Management.

## **10 OPERATION OF THE ANNUAL MEETING**

10.1 The EWC shall meet once a year at the annual meeting. Annual meetings will normally be held as soon as possible after the publication of the Company's annual financial statements. The annual meeting will be presided over by a senior European executive of the Company.

10.2 Annual meetings will be scheduled over two full days, inclusive of the Employee Representatives' pre-meeting and post-meeting.

10.3 The venue for annual meetings will be decided by Central Management according to considerations of cost, efficiency and logistics in consultation with the Select Committee.

10.4 The Secretary, on the basis of the input from the Select Committee on date/time and from Central Management on the venue, will give Employee Representatives at least 90 days notice of the dates and location of the EWC annual meeting and will circulate an agenda and supporting materials generally at least two weeks prior to the annual meeting.

10.5 Annual meetings will be conducted in English, which is the official working language of the Company. The agenda and minutes will be produced in English and translated into relevant languages. At the annual meetings simultaneous translation facilities will be made available as required.

10.6 Immediately following annual meetings the Secretary will prepare a brief communique summarizing the discussions taking place at the annual meeting. The communique will be agreed between the Select Committee and Central Management. The Secretary will arrange for translations where necessary and the communique will then be electronically circulated within the group of Controlled Undertakings in the Countries within two weeks following an Annual Meeting. Central management and Employee Representatives will discuss ways to disseminate the communique through existing



communication channels.

- 10.7 Formal minutes of annual meetings will be prepared by the Secretary and will be subject to approval of Central Management and the Select Committee. The Secretary will then arrange for translations where necessary. The minutes will then be distributed to Employee Representatives normally within one month of the annual meeting.
- 10.8 Employee Representatives will use established national arrangements and company communication channels for reporting back to the Employees they represent. EWC members will use established national bodies of Employee representation to fulfil this duty. In countries where no such national bodies exist then the EWC members will coordinate with Local Management with a view to inform the workforce using the relevant local communication channels. In case EWC members experience difficulties identifying communications channels with Local Management, they raise it to Central Management and the Select Committee.

## **11 INFORMATION AND CONSULTATION PROCESS IN EXTRAORDINARY CIRCUMSTANCES**

- 11.1 Ordinarily, Local Management will use established national procedures for information and consultation purposes during the course of the year. In extraordinary circumstances, where an issue is also a Cross-border matter and has the potential to substantially affect Employee interests, Central Management will inform the Secretary and the members of the Select Committee in a teleconference. To be defined as extraordinary circumstances the Cross-border matter must potentially affect: (i) all of the Controlled Undertakings or (ii) at least two Controlled Undertakings in at least two Countries, particularly with respect to the relocation or closure of undertakings, establishments or significant parts thereof, or major restructurings that envision significant collective redundancies, acquisitions, mergers or spin offs.

Following initial alignment between Central Management and the Select Committee concerning whether the matter in question is an “extraordinary” cross-border event within the meaning of this Article, Central Management will then determine whether to call an extraordinary meeting. If an extraordinary meeting is appropriate, Central Management and the Select Committee will discuss whether a face-to-face meeting, a videoconference or a teleconference is required. Should the event have a significant pan European impact, then a face-to-face meeting will occur. The Select Committee is also entitled to request an extraordinary meeting with Central Management on any such Cross-border matter when it deems it appropriate in accordance with the criteria of this Article. Attendance at any extraordinary meeting will involve members of the Select Committee and Employee Representatives from the Countries potentially affected by the proposal.

- 11.2 Information in extraordinary circumstances means transmission of data by Central Management to the Employee Representatives in order to enable them to acquaint themselves with the subject matter and to examine it. Information shall be given at such

time, in such fashion and with such content as are appropriate to enable the Employee Representatives to undertake an in-depth assessment of the possible impact and where appropriate to initiate consultation. Such information will cover:

- The business reasons for the exceptional circumstances;
- The Countries, sites or business units potentially impacted by the extraordinary circumstances;
- The number of Employees potentially involved; and
- The timescale envisaged.

Materials provided by Central Management to Employee Representatives will not name individual colleagues, unless required for the purpose of meaningful consultation.

The Parties to this Agreement agree that the provision of relevant information shall be deemed fulfilled, upon delivery/presentation to the Employee Representatives of the information detailed above.

In order to begin Consultation as expeditiously as possible the Select Committee is entitled to request further information, specifying the required information and documents as precisely as possible. Central Management will provide already existing information and documents. Central Management will provide the requested information to the extent it is available within two to three working days to the Select Committee to avoid delay in the Consultation process.

11.2.1 Consultation within the context of an extraordinary meeting means the establishment of dialogue and exchange of views between Employee Representatives and Central Management at such time, in such fashion and with such content that enables Employee Representatives to express an opinion on the basis of the information provided about the proposed measures to which the consultation is related, without prejudice to the responsibilities of management to take final decisions, which may be taken into account by Central and/or Local Management. In each individual set of circumstances Central Management will discuss with the Select Committee and Employee Representatives attending the extraordinary meeting how their opinion will be conveyed to Central and/or Local Management.

11.3 The Employee Representatives shall offer an opinion to Central Management either at the end of the extraordinary meeting or within 7 calendar days of the date of such meeting, unless such deadline is extended by mutual agreement. If Employee Representatives offer an opinion, Central Management will consider it and give a reasoned reply to that opinion. Central Management's response will be conveyed in writing to Employee Representatives and will bring the consultation to a close.

- 11.4 The Secretary and the Select Committee will expeditiously communicate the outcome of an extraordinary meeting to the full EWC via a brief confidential communique and a conference call. Where relevant a non-confidential communique will be distributed to the relevant Employees impacted by the Cross-border event. Central Management and Employee Representatives will discuss ways to disseminate the non-confidential communique through existing communication channels.
- 11.5 In the months following the implementation of the measure, Central Management and the Select Committee will examine together by conference call progress of local or national consultation as well as the impact of the implemented measure on the sites and the workforce.

## **12 LINKING EUROPEAN AND NATIONAL INFORMATION AND CONSULTATION PROCESSES**

Central Management will take appropriate steps to begin the information and consultation processes at approximately the same time at both local and at European level and these processes will continue concurrently and independently of each other. National information and consultation will follow the procedures set out in national law. European information and consultation will follow the procedures set out in this Agreement. In the full spirit of the EWC regarding Cross-border matters, the Company commits to follow the procedures and obligations as set forth in this Agreement.

However, it will be ensured that opinions issued by the Select Committee or the EWC will become available to the relevant national Employee Representation bodies in such a manner that the national representation body has access to the opinion issued by the EWC.

## **13 CONFIDENTIALITY**

- 13.1 The Parties agree that the EWC shall operate in an environment, which encourages the free exchange of views and opinions between the Parties. In order to support this, Employee Representatives shall not misuse or divulge information which has expressly been provided to them by Central Management in confidence. Management will provide a verbal explanation during the meetings with Employee Representatives why such information must remain confidential and, in writing, indicate the duration of this confidentiality. This confidentiality is not mandatory between EWC members and with those members of national Employee representation bodies who - as confirmed by Central Management - receive confidential information on the same project from the Company (or the relevant Controlled Undertaking) and are according to national law, similarly bound to confidentiality. The confidentiality obligation continues after the conclusion, for

whatever reasons, of Employee Representatives' terms of office or employment, for as long as the information remains confidential. Any breach of this provision will lead to the individual Employee Representative being excluded from any further participation at EWC meetings and will be viewed as a serious offence and dealt with in accordance with national laws and procedures in the Employee Representative's country of employment.

13.2 It is accepted that Central Management has no obligation to release stock price sensitive or other confidential information which is of such a nature that its release would harm the functioning of Teva, or be prejudicial to it, or is in contravention of any national law or regulations of the Countries or of any (other) country where any Teva stock is or will be listed. This includes statutory or regulatory rules, including stock exchange rules on disclosure of information applying to Teva in whatever jurisdiction it carries on business.

#### **14. PROTECTION OF EWC MEMBERS**

14.1 Employee Representatives will enjoy the same protection and guarantees provided by the national legislation in force in their Country of employment as regards the performance of their duties. In the absence of legal protection, the Employee Representatives may in no way be impeded in the exercise of their functions under the terms of this Agreement, nor may they be subject to any detriment or discrimination as a result of carrying out their duties under the terms of this Agreement.

14.2 The Secretary will inform the Local Management of all Employee Representatives of their duties and responsibilities under this Agreement. If Employee Representatives feel they are not being allowed time to do EWC work, they discuss it with Select Committee and Central Management. The Central Management will in turn discuss any such problem with Local Management.

14.3 Debates and exchanges in the EWC and with management must be open and transparent and each member must be able to express himself freely. No EWC member should suffer from any intimidation or pressure from his/her Local Management, which would infringe this principle. If an Employee Representative perceives he/she cannot express himself/herself freely with regard to his duties and responsibilities and as Employee Representative, he/she can discuss the problem with Central Management and the Select Committee.

#### **15. ADMINISTRATION**

15.1 The Employee Representatives will be provided with the means required to fulfill their duties under this Agreement.

15.2 The operating expenses for EWC meetings will be borne by the Company.

153. Employee Representatives will be released from duty, with normal pay, to attend EWC meetings. Appropriate arrangements for time off and travel shall be made in advance by Employee Representatives with Local Management in accordance with their employer's rules. Time spent at EWC or Select Committee meetings and in travelling to and from the locations of such meetings is to be considered as working time. Employee Representatives will not incur any reduction in income as a result of their obligations under this Agreement.
154. The Company will bear the reasonable cost of the Employee Representatives for travel, accommodation, translation at meetings and training, pre-meetings with Employee Representatives and any other agreed meetings. Employee Representatives should claim expenses in accordance with national/local procedures, and any delays in reimbursement should be brought to the attention of the Secretary, who will in turn flag the issue with Local or Central Management. The Company commits to provide English lessons to up to 10 (ten) Employee Representatives per year, who in turn commit to seriously engage in the training provided.
155. The EWC may request the services of a single individual expert from one selected European-level trade union federation. This expert shall be entitled to assist the EWC, to participate both in the meetings of the EWC and the Select Committee. The Company will pay the travel and accommodation costs of one such expert attending any such meetings, in accordance with and subject to the conditions of the travel and expense policy of the Company. When specific expertise is needed in extraordinary circumstances, especially when there is proposed complex restructuring, mergers, acquisitions, or spin-offs, the Employee Representatives may be assisted for the duration of the information and consultation process by an external expert. The need, mandate and costs of such an expert shall be discussed beforehand with Central Management. Central Management will not unreasonably deny the request. The Employee Representatives will obtain without delay at least 2 proposals from different professional experts, who are able to perform their duty in English. If the matter relates to more than 3 countries, then a Dutch expert shall be appointed. The final choice will be made by the Select Committee in consultation with Management. If the expertise cost is above 15,000 euros, the Select Committee must get Management's approval.
156. Employee Representatives shall be provided with such facilities as they reasonably require for the performance of their duties. This includes access to e-mail, notice boards, copying facilities, internet and telephone.
157. In addition to time spent by EWC members in meetings, they must be given the ability to carry out the tasks and responsibilities the mandate entails (such as preparation of meetings). Any complaints from the Employee Representatives can be brought to the attention of Central Management and the Select Committee.
158. The members of the European Works Council shall be provided with training without loss

of wages. The training will occur in conjunction with annual meetings. Central Management and the Select Committee will discuss and agree to the subjects to be included in the training, as well as the providers or the facilitators.

## **16. DURATION OF AGREEMENT**

- 16.1. This Agreement is valid for a 3 (three) year period from the date of its original execution.
- 16.2. If the Parties to this Agreement deem it necessary, this Agreement may be amended by the mutual consent of Central Management and the EWC during its term. Employee Representatives' consent shall be deemed to be validly given if a 2/3 majority of the EWC members so agree.
- 16.3. Central Management and the Select Committee will –upon expiry of the first year of operation of this Agreement and at the initiative of the Select Committee- enter into good faith discussion in which they will review if and to what extent the provisions of the Agreement meet the mutual expectations, without any obligation on either the Company or the Employee Representatives to agree on any changes to the provisions of this Agreement.
- 16.4. Should any Section or Appendix to this Agreement prove to be invalid for whatever reason, it shall not affect the validity of the Agreement as a whole. Any Section deemed invalid shall be amended in accordance with the procedure set out in Section 16.2 above.
- 16.5. If either the Company or the Employee Representatives (on the basis of a decision adopted by a 2/3 – two-third – majority), wish to renegotiate this Agreement, they shall notify the other party in writing at least 90 days prior to the expiry date. If no such notification is given, the Agreement will automatically be renewed for a three (3) year period. During any period of renegotiation (i.e. up to the effective date of any new/revised agreement), the Agreement will stay in full force and effect. If, after a renegotiation period of 1 year (which can be extended by 6 months if the Company and a 2/3 – two-third – majority of the Employee Representatives agree), parties do not reach an agreement, a new SNB process will be started.
- 16.6. If the Company and the Controlled Undertakings – due to the significant decrease of its headcount – would no longer fall under the definition of community-scale group as set out by the Act, the Agreement is not subject to renewal set out in Section 16.5.

## **17. LEGAL STATUS AND DISPUTE RESOLUTION**

- 17.1. This Agreement is negotiated under Article 6 of the Directive and is to be governed and construed according to the Act.

172. The Parties agree that they will work together to ensure that any disputes or misunderstanding that arise in the meaning and operation of this Agreement shall be resolved in consultation between Central Management and the EWC.
173. In the event of the failure of this internal mechanism to resolve the dispute the Central Management or the Employee Representatives may refer the dispute to the courts of competent jurisdiction in the Netherlands.
174. Central management shall ensure that the (future) Employee Representatives receive a copy of this or any substitute agreement concluded, in all the relevant languages.
175. The English text of this Agreement shall prevail in the event of any discrepancy between its versions.

**Date: 9 December 2019**

The signatories of this Agreement hereby confirm that they are fully authorised to agree to the terms of this Agreement.

**For Teva Europe B.V.:**

DocuSigned by:

*Richard Daniell*

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Richard Daniell, Executive Vice President Europe Commercial

DocuSigned by:

*Niels Walch*

72AD86FEAC9443D...

Niels Walch, Senior Vice President HR Europe

**The Special Negotiating Body representatives:**

Name: Gregor Mitgutsch

Signature:

*Gregor Mitgutsch*

Austria

Name: Vanessa Buekers

Signature:

Belgium

Name: Alexander Dalchev

Signature:

*Alexander Dalchev*

Bulgaria



Name: Aleksandra Duckic

Signature:



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**Croatia**

Name: Thomas Gajdecka

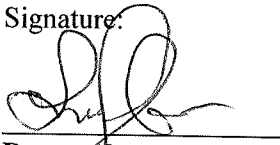
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**Czech Republic**

Name: Line Johansen

Signature:



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**Denmark**

Name: Kairi Privoi

Signature:

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**Estonia**

Name: Jaana Haikkilai

Signature:

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**Finland**


Name: Jocelyn Spata

Signature:

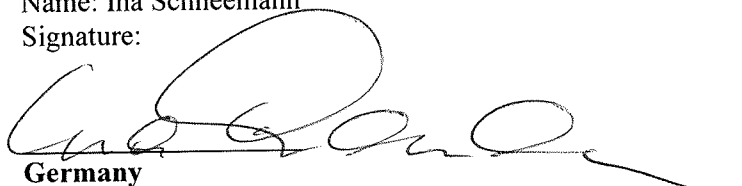
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**France**

Name: Irene Engst  
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Germany

Name: Ina Schneemann  
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Germany

Name:  
Signature:

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Greece

Name: Endre Bakó  
Signature:

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Hungary

Name: Erzsebet Szabonelakatos  
Signature:

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Hungary

Name: Christopher Crowley  
Signature:

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Ireland

Name: Jenny Sif Steingrimsdottir  
Signature:

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**Iceland**

Name: Claudio Fossati  
Signature:



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**Italy**

Name: Ieva Ernstsone  
Signature:



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**Latvia**

Name: Zilvinas Janonis  
Signature:

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**Lithuania**

Name: Noel Mamo  
Signature:

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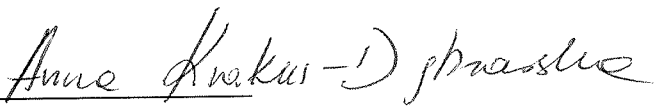
**Malta**

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**Netherlands**

Name: Anna Krakus-Dąbrowska  
Signature:

  
**Poland**

Name: Joana Balsinha  
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**Portugal**

Name: Corneliu Vlaiconi  
Signature:

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**Romania**

Name: Cedomir Cvetkovic  
Signature:

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**Serbia**

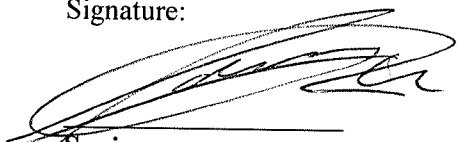
Name: Jan Zehnalek  
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**Slovakia**

Name: Victor Fortuno Alcantara

Signature:



Spain

Name: Thomas Haefele Racin

Signature:

Switzerland

Name: Ann Keelan

Signature:



United Kingdom

## **Appendix 1 – Geographical scope**

Geographical scope are all the countries that are part of the Europe Region at the time of signing the agreement :

Austria  
Belgium  
Bosnia & Herzegovina  
Republic of Macedonia  
Bulgaria  
Netherlands  
Croatia  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
Greece  
United Kingdom  
Hungary  
Ireland  
Iceland  
Italy  
Latvia  
Lithuania  
Malta  
Norway  
Poland  
Portugal  
Romania  
Serbia  
Slovakia  
Slovenia  
Spain  
Sweden  
Switzerland

**Appendix 2 – Country Representation as at the effective date of this Agreement**

Country without direct Employee Representative:	To be represented by:
Belgium	Netherlands
Bosnia & Herzegovina	Croatia
Denmark	Iceland
Estonia	Lithuania
Finland	Iceland
Latvia	Lithuania
Macedonia	Serbia
Norway	Iceland
Slovenia	Croatia
Sweden	Iceland

