

IVAX Pharmaceuticals s.r.o. - Standard Terms and Conditions of Sale / Supply

The following terms and conditions shall govern the sale and supply by **IVAX Pharmaceuticals s.r.o.**, registered seat at Ostravska 29, č.p. 305, 747 70 Opava – Komarov, Czech Republic, INO: 26785323, VAT No: CZ 26785323, Incorporated in the Commercial Register at the Regional Court in Ostrava under file No. Section C, Insert 27159 ("IVAX") of final dosage form pharmaceutical Products ("Products") to the purchaser thereof (hereinafter the "Customer"):

1. OFFER AND ACCEPTANCE

(a) IVAX's quotation or acknowledgement constitutes IVAX's offer to sell solely in accordance with the exact terms hereof and supersedes all prior or contemporaneous written or oral quotations and/or agreements and any subsequent communications (written or oral) from Customer which attempt to modify or supplement these terms and conditions. Acceptance can be made by any commercially reasonable means, including Customer's issuance of any order, acceptance or acknowledgement. Acceptance hereof by Customer is expressly limited to the exact terms hereof. If the Customer shall use its own purchase order or other form to order from IVAX, such form shall be used for convenience only and shall evidence Customer's unconditional agreement to these terms and conditions. Any contrary, different or additional terms and conditions contained therein are rejected by IVAX.

(b) Quotations shall remain valid for thirty (30) days from the date of the quotation unless a shorter period is otherwise specified. Without limiting the provisions of Section 3 hereof, prices quoted may be withdrawn or changed by IVAX at any time prior to receipt of acceptance by IVAX.

2. PAYMENT

(a) Unless credit terms have been extended by IVAX pursuant to Section 5 hereof, payment terms are net cash due within the time period noted on IVAX's invoice, measured from the date of the invoice. All accounts are payable in the currency specified in the purchase order, if not specified then in EUR.

(b) No allowances may be taken unless expressly agreed by IVAX in writing. Any payment received from Customer may be applied by IVAX against any obligation owing by Customer to IVAX, under transactions governed under these terms and conditions or for any other reason, without discharging Customer's liability for any additional amounts owing by Customer to IVAX; and the acceptance by IVAX of such payment shall not constitute a waiver of IVAX's right to pursue the collection of any remaining balance.

(c) On any invoice not paid when due, Customer shall pay interest from such due date to date of payment at the rate of fourteen percent (14%) per annum (or such lower rate as may be the maximum allowable by law), together with all costs of collection, including attorneys' fees and disbursements. In addition, if Customer fails to make any payment, when due, IVAX may declare all outstanding invoices of Customer immediately due and payable, and IVAX may sell, at a public or private sale, any or all undelivered Products, Customer remaining liable for the expenses of such sale and any deficiency in the proceeds received by IVAX as compared with the price agreed upon by IVAX and Customer.

(d) In the event any disputes arise with respect to Products covered by any invoice, Customer shall nevertheless pay all invoices (or any portion of such invoices) covering Products not in dispute, without offset.

3. PRICES

(a) All orders placed by Customer shall be billed at IVAX's prevailing prices, and unless otherwise agreed shall be in EUR.

(b) Unless otherwise expressly agreed to by IVAX in writing, all prices are EXW.

(c) IVAX reserves the right to correct all typographical or clerical errors present in any price specification.

(d) Prices for any undelivered Products may be increased by IVAX in the event of any increase in the cost to IVAX of raw materials, supplies, labor or services or any increase in IVAX's cost resulting from government action or any other cause beyond IVAX's control.

4. **DATES OF SHIPMENT** -- Shipping dates are approximate and are based upon conditions existing upon IVAX's receipt of Customer's firm order and full information. IVAX will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or damage arising from the failure to ship on or before that date. It is agreed that time is not of the essence with respect to the shipment of product hereunder.

5. CREDIT; ADVANCE PAYMENTS; SOLVENCY

(a) IVAX may, in its sole discretion, at any time and from time to time, extend, limit or cancel Customer's credit and/or require full or partial payment in cash by the earlier of: 1) ten (10) days after delivery of written notice by IVAX for such payment or 2) ten (10) days before the shipment date for any or all Products. Failure by Customer to pay in accordance with IVAX's requirement shall entitle IVAX to cancel the transactions arising under these terms and conditions or any order then outstanding (including any remaining balance of such order), and Customer shall remain liable to pay for any Products shipped or services already rendered. In addition, IVAX shall be reimbursed for all cancellation charges.

(b) Customer represents and warrants to IVAX that it is solvent at the time of ordering Products and Customer hereby makes a continuing representation and warranty of its solvency at the time of each tender of delivery or delivery hereunder.

6. RISK OF LOSS, DELIVERY, ACCEPTANCE

(a) Delivery of product to a carrier shall constitute delivery to Customer, and risk of loss shall thereupon pass to Customer. Full value will be declared on all bills of lading, and all shipments will be adequately insured by IVAX.

(b) Where product is held in accordance with Customer's instructions with the express consent of IVAX, or where no shipping instructions have been supplied by Customer, or where otherwise authorized under these terms and conditions, IVAX shall have the right to invoice the product on a bill and hold basis and the mailing by IVAX of such an invoice shall satisfy IVAX's delivery obligations hereunder but shall not transfer title to the product. After such invoicing, IVAX shall release the Products in accordance with Customer's shipping instructions, provided Customer is not then in default under any transactions arising under or governed by these terms and conditions or any other agreement, contract or other transactions with IVAX. Customer shall pay such bill and hold invoice in accordance with its terms. Products invoiced and held by IVAX for any reason shall be held at Customer's risk and expense.

(c) Delivery of any installment of Products within fifteen (15) days after the date specified therefor shall constitute a timely delivery. Thereafter, Customer may give written notice of cancellation which notice will only be effective upon its receipt by IVAX. If IVAX concurs with any Claim (as defined below), IVAX, at its option, shall either (i) replace the Products; or (ii) upon the Customer's return of such Products, credit Customer the amount paid or invoiced for such Products; provided that notice of cancellation may not be given and shall be of no force and effect after delivery of product or during the pendency of any event of force majeure under Section 10 hereof. Delay in timely delivery of an installment shall entitle Customer to cancel that installment only.

(d) Customer shall inspect each shipment of Products upon delivery for damage, defects or shortage, and (subject to Section 8(e) with respect to defects) failure to make a claim in writing against IVAX (each a "Claim") within twenty (20) days of delivery of the Products shall constitute an unequivocal acceptance of the Products. If a Claim is for shortage and IVAX concurs with the Claim, IVAX, at its option, shall either (i) deliver additional Products to Customer; or (ii) credit Customer the amount paid or invoiced for undelivered Products. If a Claim is for damages which occurred prior to shipment and IVAX concurs with the Claim, IVAX, at its option, shall either (x) replace the damaged Products; or (y) upon the Customer's return of such Products, credit Customer the amount paid or invoiced for such Products. Claims for alleged defects shall be resolved in the manner provided for in Section 8(e).

(e) In the event that a patent holder asserts an infringement claim regarding the Products or its use, or either of the parties believes that circumstances indicate that such a claim may be made, each party will notify the other party and IVAX reserves the right to suspend or cancel its obligation to supply Customer with Products for commercial marketing purposes.

7. NO CANCELLATION OR CHANGE

Customer may not cancel, reduce, terminate or otherwise change any order to IVAX, except as expressly permitted by these terms and conditions.

8. WARRANTIES

(a) IVAX warrants to Customer that Products shall conform to their specifications.

(b) THE FOREGOING (SECTION 8(A)) IS THE SOLE AND EXCLUSIVE PRODUCT WARRANTY MADE BY IVAX, IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST INFRINGEMENT OF ANY PATENT OR ANY OTHER MATTER. CUSTOMER HEREBY WAIVES AND RELEASES IVAX FROM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE.

(c) IVAX's responsibility for any warranty claim is limited to the return and/or replacement, as determined in the sole discretion of IVAX, of defective Products in accordance with subsection (e) below. This is the Customer's exclusive remedy for defective product.

(d) Customer warrants that it will use Products only in accordance with applicable law and will not use Products or process for manufacture of Products in a manner that infringes any valid patent. Customer is prohibited from reselling or otherwise transferring all or any portion of Products not used for manufacturing purposes to any other person and/or entity, either directly or indirectly, including through contract manufacturers or other third parties.

(e) Notwithstanding the requirements of Section 6(d) with respect to the due dates of Claims, Claims of latent defects must be asserted by Customer by written notice to IVAX within ten (10) days after the latent defect is discovered, but in no event more than sixty (60) days after delivery. If IVAX concurs with any Claim of latent defect, IVAX, at its option, shall either (i) replace the Products; or (ii) upon the Customer's return of such Products, credit Customer the amount paid or invoiced for such Products. Notice of a Claim for latent defects shall include reasonably detailed documentation of the basis for Customer's assertion of latent defects. If IVAX does not concur with such Claim, representative samples shall be delivered to an independent testing laboratory selected by IVAX and the results of said laboratory shall be binding on the parties. If it is determined that the Claim is incorrect (if, by way of example only, the product was not defective, or the defect was caused by

Customer or its agents, or the defect occurred subsequent to delivery of product to the carrier for shipment), then IVAX shall have no liability to Customer with respect to such Claim and the full cost of the laboratory testing shall be borne by Customer. If it is determined that the Claim is correct, then IVAX, at its option, shall either (i) replace the Products; or (ii) upon the Customer's return of such Products, credit Customer the amount paid or invoiced for such Products, and IVAX shall then be responsible for the full cost and expense of the laboratory testing. The foregoing shall constitute the sole remedy of Customer with respect to claims of latent defects.

(f) IVAX SHALL NOT IN ANY EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

(g) IVAX's liability to Customer for claims, damages or losses of any kind, including negligence (other than gross negligence), arising out of or connected with any order for the Products, any defects in the Products or otherwise, shall in no event, exceed the original invoiced cost of the given Products.

9. CONFIDENTIALITY -- All information, specifications or data furnished by IVAX to Customer shall be considered proprietary information of IVAX, and Customer shall keep confidential all such information, specifications or data, unless this requirement is waived expressly in writing by IVAX in advance of any disclosure. IVAX grants no license to Customer under any patent rights it may now own or hereafter acquire.

Customer agrees that the full disclosure of the existence and terms of this Contract may be made at any time and for any reason to whomsoever IVAX determines has a legitimate need to know such terms including, without limitation, the Government and public institutions of the Czech Republic and the Government of the United States of America.

10. FORCE MAJEURE -- Except for the obligation of Customer hereunder to make timely payments on all IVAX invoices, neither IVAX nor Customer shall have any liability or obligation under these terms and conditions or otherwise for any failure or delay occasioned by any cause beyond the reasonable control of IVAX or Customer, as the case may be, including without limitation, acts of God, fire, flood, earthquakes, explosions, sabotage, strikes, or labor disturbances (regardless of the reasonableness of the demands of the labor force), civil commotion, riots, military invasions, wars, failure of utilities, failure of carriers, or any acts, restraints, requisitions, regulations or directives issued by a competent government authority. IVAX and Customer shall (i) use reasonable commercial efforts to overcome or remove any force majeure event with reasonable dispatch; and (ii) give prompt written notice to the other within ten (10) days of becoming aware of the likelihood of any delay or failure. If by reason of any force majeure event, the quantities of Products covered hereby (or of any materials used in the production thereof) reasonably available to IVAX, shall be less than its total needs for its own use and sale, IVAX may allocate its available supply among its existing or prospective purchasers and/or its own departments, divisions, and affiliates in such manner as IVAX deems proper, without incurring any liability for failure to perform hereunder.

11. TERMINATION -- IVAX may terminate any of its obligations hereunder in whole or in part, by written notice to Customer. IVAX shall have the right to suspend or terminate this Agreement and any payments thereunder if it has a good faith belief that Customer or any of its Personnel may have violated or acted contrary to any of the terms of Article 22 or the Anti-Corruption Laws and Principles.

12. BREACH -- If Customer fails to perform as specified herein or breaches any of the terms hereof, IVAX reserves the right, without incurring any liability to Customer, and upon giving Customer written notice to (a) cancel Customer's order in whole or in part, and Customer shall be liable to IVAX for all damages, losses, and liability incurred by IVAX directly or indirectly, resulting from Customer's breach, or (b) setoff or reduce all claims for money due or to become due from IVAX to Customer to the extent IVAX is damaged by Customer's failure to perform. The remedies provided for in this Section 12 are in addition to, and not in lieu of, any rights or remedies available to IVAX whether arising under these terms and conditions, by operation of law or otherwise.

13. INDEMNIFICATION

(a) Customer shall indemnify, defend and hold harmless IVAX and each of its affiliates and their respective officers, directors, employees and agents from and against all losses, liabilities, damages, costs and expenses, including attorneys' fees and disbursements (collectively, "Loss") in connection with any and all charges, actions, suits, proceedings, hearings, investigations, claims and demands arising out of or relating to (i) any actual or alleged defect in any finished pharmaceutical or other product sold by or for Customer, unless such Loss results solely from the gross negligence or willful misconduct of IVAX; (ii) any actual or alleged infringement, contributory infringement or inducement of infringement or violation of any patent, trade secret or other proprietary rights in connection with the manufacture, marketing, sale or distribution of any finished pharmaceutical or other product by or for Customer; (iii) any enforcement or regulatory action resulting from Customer's failure to manufacture (or have manufactured for it) any finished pharmaceutical or other product in accordance with all applicable laws, rules, orders or regulations; or (iv) any other act or omission of Customer.

(b) Promptly after receipt by IVAX of written notice of the assertion of a claim or the commencement of any litigation by any third party (a "Third Party Claim") with respect to any matter for which indemnification is owing pursuant hereto IVAX shall give written notice thereof (the "Notice") to Customer and shall thereafter keep Customer reasonably informed with respect thereto, provided that failure of IVAX to give Customer prompt notice as provided herein shall not relieve Customer of any of its obligations hereunder except to the extent Customer is prejudiced thereby. Customer shall be entitled to assume such defense of any claim or litigation, by written notice to IVAX within 30 days after receipt of the Notice of its intention to do so, with counsel reasonably satisfactory to IVAX at Customer's own expense. If Customer shall assume such defense, it shall not settle such claim or litigation unless such settlement includes as an unconditional term thereof the giving by the claimant or the plaintiff of a release of IVAX, reasonably satisfactory to IVAX, from all liability with respect thereto.

Notwithstanding the assumption by Customer of the defense of any claim or litigation as provided in this subsection, IVAX shall be permitted to join in such defense and to employ counsel at its own expense.

(c) If Customer shall fail to notify IVAX of its desire to assume the defense of any such claim or litigation within the prescribed period of time, or shall notify IVAX that it will not assume the defense, then IVAX shall assume the defense thereof, in which event it may do so in good faith and in such manner as it reasonably may deem appropriate, and Customer shall be bound by any determinations made in, or any settlement of the claim or litigation effected by IVAX. Customer shall be permitted to join the defense of such litigation and to employ counsel at its own expense.

(d) With respect to Third Party Claims for which indemnification is payable hereunder, such indemnification shall be paid by Customer promptly upon (a) the entry of a judgment (or arbitral award) against IVAX and the expiration of any applicable appeal or reconsideration period; (b) the entry of a non-appealable judgment or final appellate decision against IVAX; or (c) the closing under or in accordance with any settlement agreement. Notwithstanding the foregoing, provided that there is no dispute as to whether IVAX is entitled to indemnification hereunder, expenses of IVAX for which Customer is responsible shall be reimbursed on a current basis by Customer.

14. SECURITY; SECURITY INTEREST

(a) In addition to, and not in derogation of, any other right, remedy or lien given by law or provided elsewhere, any property of or held for Customer or any company affiliated with Customer at any time in the possession of IVAX or any company affiliated with IVAX, including, without limitation, Products billed and held (whether paid for or not), shall be deemed security for Customer's obligations hereunder, and should Customer or any company affiliated with Customer be in default of any of its obligations under these terms and conditions or any other contract with IVAX, or any company affiliated with IVAX, such property may be sold by IVAX at public or private sale, Customer remaining liable for the expenses of such sale and any deficiency in the proceeds received by IVAX.

(b) Customer hereby grants IVAX a security interest in the Products ordered, as security for performance by Customer of all its obligations hereunder (including all Products hereafter acquired, future advances, accessories, substitutions, replacements, and additions from Customer and any proceeds from the sale or disposition of such Products). Customer agrees to execute such documents to evidence this security interest as IVAX may reasonably require. Customer hereby appoints IVAX as its attorney-in-fact, in the name of Customer and on its behalf, for the sole purpose of signing financing statements, continuation statements or other recordable documents reasonably necessary to provide notice of the security interest granted herein in the applicable public records. This power is coupled with an interest and is irrevocable so long as any obligations of Customer remain outstanding.

15. BANKRUPTCY; INSOLVENCY -- In the event of bankruptcy or insolvency of Customer, or in the event any proceeding is brought by or against Customer under any bankruptcy or insolvency laws, IVAX shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

16. TAXES -- The amount of any present or future sales, use, occupation, excise or other tax, whether federal, state or local (excluding duties), which IVAX now or hereafter may be required to pay (either on its own behalf or on behalf of Customer with respect to Products hereunder) shall be added to the prices contained herein and shall be the responsibility of and paid for by Customer.

17. CHANGES IN PRODUCTS -- IVAX reserves the right to change, discontinue or modify the design, construction and/or composition of its Products, and to substitute any material equal to or superior to that originally specified.

18. APPLICABLE LAW; LEGAL PROCEEDINGS -- The validity, construction, and interpretation of these terms and conditions of sale, or of any contract or sale arising out of the course of dealing between IVAX and Customer, and the rights and duties of IVAX and Customer, shall be governed by the laws of the State of New Jersey applicable to contracts made and entirely performed in such state, without regard to its conflict of laws provisions. Each of IVAX and Customer consent to the exclusive jurisdiction of the Superior Court of New Jersey (Bergen County District) and of the United States District Court for New Jersey, for all purposes in connection with any dispute or proceedings arising out of the purchase and sale of the Products; and consent that any process or notice of motion or other application to either of said courts, may be served inside or outside the State of New Jersey by certified mail return receipt requested or by personal service or in such other manner as may be permissible under the rules of the applicable court, provided a reasonable time for appearance is allowed.

19. LIMITATION OF ACTION -- No action by Customer in breach of any covenant or warranty contained herein or arising in connection herewith shall be brought more than one (1) year after the cause of action has accrued. No action based upon a noncontract theory of recovery arising herefrom may be brought by Customer more than two (2) years after the cause of action has accrued. In no event shall any action, regardless of form, be commenced by Customer more than two (2) years after delivery of the Products.

20. ASSIGNMENT -- Customer shall not assign any of its rights or obligations under these terms and conditions or any agreement incorporating these terms and conditions without the prior written consent of IVAX. Any attempt to assign any of its rights, duties or obligations hereunder without such consent shall be null and void.

21. NONWAIVER -- No waiver, alteration or modification of any of these terms and conditions shall be valid unless made in writing and signed by an executive officer of IVAX. Further, IVAX's failure to insist upon strict performance of any provision hereof shall not be deemed to be a waiver of IVAX's rights or remedies or a waiver by IVAX of any subsequent default by Customer in the performance of or compliance with any of the terms hereof.

22. Compliance with Laws

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 the Czech Republic 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."
2. 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.
3. Knowledge and Compliance: Customer understands that IVAX and/or its subsidiaries (collectively "IVAX") are subject to the Anti-Corruption Laws and Principles. Customer 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.
4. Customer 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 Contract. 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 Customer's performance of this Contract (e.g., gift, travel, entertainment, hospitality, conference, meeting, event, consulting, and research expenditures).
5. Status of Employees, Family Relationships: Customer represents that none of its Personnel are Government Officials. Customer represents that it has fully disclosed to IVAX any existing Close Family Member relationships between any of its Personnel and any Government Official, and Customer agrees to notify IVAX of any such Close Family Member relationship that may arise during the term of this Contract.
6. No Action Contrary to Anti-Corruption Laws and Principles: Customer 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. Customer represents and covenants further that nothing of value received under this Contract has been or will be accepted or used by it for any purpose that would violate or be contrary to the Anti-Corruption Laws and Principles, nor has it or will it take any action that would violate or be contrary to Anti-Corruption Laws and Principles.
7. Method of Payments: The Parties agree that all payments made to Customer in connection with this Contract shall be made after receipt by IVAX of an invoice detailing the products or services provided during the period. All payments under this Contract shall be made by check or bank transfer for the benefit of, or to the account of, Customer in the country where goods and/or services are delivered/provided or the country of residence/principle place of business of Customer.
8. No Unlawful Payments: Customer represents and covenants further that, unless permitted under the 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 Contract.
9. Accurate Books and Records: Customer 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 Contract. Customer will keep books, accounts, and records that, in reasonable detail, accurately and fairly reflect its transactions and dispositions of funds paid under this Contract.
10. Rights of Audit: Without derogating from any other rights which IVAX has to audit the records of Customer under this Contract or any other agreement between the parties, for the term of this agreement and a period of five years thereafter, IVAX shall be entitled to audit all books, records, invoices, and relevant documentation of Customer related to this Contract in order to verify compliance with the terms of this Article and the requirements of the Anti-Corruption Laws and Principles. Customer will cooperate fully in any audit or investigation conducted by IVAX in relation to compliance with this Contract or the Anti-Corruption Laws and Principles.
11. Obligation to Update/Report Changes: Customer agrees that all of the representations contained herein shall remain true and accurate throughout the duration of this Contract. Customer must inform IVAX promptly if it becomes aware of any potential breach of this Article 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 IVAX under this section shall constitute a material breach of this Contract by Customer entitling IVAX to terminate this Contract immediately.
12. Annual Certification: In its sole discretion, IVAX may require that Customer complete an annual certification or provide some other form of assurance of compliance with this Article 22.
13. Right to Indemnification: Customer agrees that it will indemnify IVAX for any costs, including fines and penalties, incurred by IVAX as a result of Customer's breach of Article 22 or any Anti-Corruption Laws and Principles.
14. Definitions: For the purposes of this Article 22, the following terms shall bear the meanings assigned to them below:
 - (i) "Personnel" means Customer's (and its affiliates') owners, directors, and officers, and any of Customer'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.

Version 1, effective as of May 1, 2014