Seller's Return Goods Policy for Brand Products

Unless otherwise required by regulation or law.

The following Return Goods Policy ("Policy") applies to brand products with the following labeler codes and NDCs:

Brand Products: 00555 (including only the following Product NDCs: 00555-0762-02, 00555-0763-02, 00555-0764-02, 00555-0765-02, 00555-0766-02, 00555-0767-02 and 00555-0768-02), 00575, 01000 (including only the following Product NDC: 01000-0046-06), 51285, 51759 (including only the following Product NDC: 51759-0101-04), 52544 (including only the following Product NDCs: 52544-0080-01 and 52544-0082-01), 57844, 59310, 63459 and 68546 (collectively, "**Products**").

Brand Products Eligible for Return

Products eligible for return must (i) be expired, (ii) be in original and unopened packaging (i.e., unopened vials, inhalers, bottles, syringes, etc.), (iii) include a legible lot number and expiration date thereon, (iv) be returned at any time within one (1) year following the expiration date stated on the package and (v) not be either listed or subject to any of the conditions set forth in the "Non-Returnable Goods" section set forth on the following page of this Policy. In the event that the package expiration date is stated in a month/year format, such expiration date will default to the last day of the stated month. Submission of a Product return claim by a customer does not guarantee such customer will receive credit for the Product return. Seller reserves the right to reject Product return claims in the event any of the aforementioned requirements are not met.

This Policy applies to any brand Product distributed throughout the United States and the Commonwealth of Puerto Rico by Teva Pharmaceuticals USA, Inc. and its affiliated branded companies, divisions or recognized names, including Teva Respiratory, LLC (formerly known as Teva Specialty Pharmaceuticals, LLC and Ivax Laboratories, Inc.), the Teva Select Brands division (formerly known as Teva Biologics & Specialty Products and Gate Pharmaceuticals), Teva Women's Health, Inc. (formerly known as Duramed, Inc.), Teva Neuroscience Inc., the Teva CNS division, Cephalon, Inc. and the Teva Oncology division (collectively, "**Seller**").

Seller Return Goods Agent

Inmar/MedTurn Pharmaceutical Services ("Inmar/MedTurn") is the approved return goods agent for Seller. Inmar/MedTurn will accept Seller return good shipments from other third party return goods processors.

Seller will not pay for, nor reimburse customers for, any return goods transportation costs, handling fees, or processing fees incurred. Direct purchasing customers are specifically prohibited from deducting from any payment any such return transportations costs, handling fees, or processing fees.

> **All returns should be sent to Inmar/MedTurn for RA requests (labels) using one of the following options: https://CLSNETLINK.COM, email: rarequest@inmar.com or fax to (817) 868-5343. To contact Inmar/MedTurn Pharmaceutical Services—Ft. Worth directly, please call (800) 967-5952 or (817) 868-5300. Please ensure that a debit memo number is provided for each request. To receive reimbursement, all eligible returns should be shipped pre-paid to: Inmar/MedTurn Pharmaceutical Services, 4332 Empire Road, Fort Worth, TX 76155. Customers will only be eligible to receive reimbursement for those Product units submitted to Inmar/MedTurn; Inmar/MedTurn will work with all customers to ensure that all Product units are received. Any discrepancies with regard to the quantity of units returned/submitted to Inmar/MedTurn should be resolved between Inmar/MedTurn and the respective customer before Inmar/MedTurn submits a final claim to Seller for refund reimbursement.**

All eligible Products shipped to Inmar/MedTurn shall be shipped in a safe, secure, and reliable manner, and in compliance with all applicable federal, state, and local laws, regulations, and statutes. It is the shipper's responsibility to securely package all return goods to prevent breakage during transit and otherwise comply with laws and regulations applicable to the packaging, shipping, and transport of return goods shipments. Inmar/MedTurn's acceptance of damaged, broken, wet, and/or

leaking shipping containers damaged before or during shipment shall in no way obligate Seller to reimburse the customer for the returned goods. Seller recommends that all customers insure return goods shipments.

Non-Returnable Goods

1) The following goods may not be returned for credit under this Policy and shall be deemed "**Non-Returnable Goods**":

   a) All NDCs affiliated with the following Seller Product families: **BENDEKA®** (bendamustine HCL injection for intravenous use), **CINQAIR®** (reslizumab injection, for intravenous use), **TREANDA®** (bendamustine HCL injection for intravenous use), **TRISENOX®** (arsenic trioxide), **SYNRIBO®** (omacetaxine mepesuccinate), **PLAN B ONE STEP®**, **TAKE ACTION®**, and **PARAGARD®**.
   b) Forms-only returns (i.e., **merchandise must be received by Inmar/MedTurn Pharmaceutical Services to receive a return credit**).
   c) Merchandise sold on a non-returnable basis, marked non-returnable, professional sample, professional package, free goods or with similar markings or special label.
   d) Merchandise damaged by insurable events such as fire, smoke, etc. or involved in salvage, bankruptcy or fire sales.
   e) Merchandise which is damaged and/or deteriorated (i) outside of Seller's control and (ii) after customer assumes full responsibility for the Product shipment (i.e. Products affected by improper customer storage or handling)..
   f) Merchandise sold, purchased or distributed contrary to federal, state or local law.
   g) Product donated to any external party by Seller.
   h) Unless required by federal or state law, partially or fully open packages, or packages from which labels have been removed or defaced in any manner, including, but not limited to patient and/or prescription labels and Products that are returned by patients as part of a take back disposal program.
   i) Non-approved returns as directed by Seller.
   j) Products purchased for federal and state governmental customers for stockpiling purposes (i.e., such sales shall be final and non-returnable).
   k) Overstock merchandise in customer's inventory.
   l) Any Product which is repackaged outside of Seller's original packaging/label, including third party packaging material.
   m) Any Product which has been dispensed to a patient.
   n) Any product which has a labeler code or NDC not listed in the first section of this Policy.

Note: Products not eligible for return and reimbursement can be sent t**o** Inmar/MedTurn for disposal and destruction; however, no reimbursement will be issued for said Product unless state or local law requires otherwise. Any Inmar/MedTurn fees or charges for such disposal and destruction shall be borne by the customer. Additionally, Non-Returnable Goods returned to Seller may be processed by Seller, may subject customer to processing fees incurred by Seller and will not be returned to the customer.

Valuation of Brand Product Returns

1) For customers who purchase Products directly from Seller, a credit will be issued based upon the lower of the (i) contract price at the time the returned merchandise is received by Inmar/Medturn or (ii) invoice price at the time the Product was originally purchased.

2) For customers who purchase Products indirectly from Seller (via an authorized distributor/wholesaler), a credit will be issued based upon the lower of any of the following:

   a) Indirect contract price of the Product at the point of purchase;
   b) Wholesale Acquisition Cost (WAC) of the Product at the point of purchase;
   c) Indirect contract price of the product at the point of return; or
   d) WAC of the Product at the point of return.

3) **All indirect customer** returns which are batched and/or consolidated by 3rd party return providers must meet the following additional requirements in order to receive return credit from Seller:

   a) All Product returns which were initially awarded to a government contract must be returned on a separate debit memo, with a unique debit memo prefix identifying if such Product was initially sold to either a 340B entity or any other governmental entity.
   b) All debit memo prefixes must be sent to Seller's attention at TevaReturns.TevaReturns@tevapharm.com.

c) All batched Product returns which consist of numerous end customers must also contain additional end customer level detail on the debit memo at the time of return to Inmar/MedTurn.

4) Customers are prohibited from deducting based on debit memo amounts without the prior written approval of Seller. Debit memo amounts are often estimated and not formally considered valid by Seller until final approvals have been secured and therefore should not be deducted from future payments owed to Seller.

Miscellaneous

1) Seller reserves the right to verify all returns to make certain that they conform to this Policy.

2) Seller reserves the right to promptly destroy any returned merchandise whether or not eligible for credit or exchange.

3) Seller requires proof of purchase source of all merchandise returned for credit or exchange.

4) Transportation charges, including insurance, are the responsibility of the customer.

5) Seller's Policy strictly prohibits any sales representative or any other employee from giving samples or stock packages to any customer to replace merchandise. All returns must be made according to this Policy.

Exceptions

1) **VIASPAN®:** Call toll-free (877) 5-VIASPAN to request a return goods authorization number prior to shipping Product back for credit. These returns must be sent to: Teva Pharmaceuticals USA, Inc., 220 Lake Drive, Newark, Delaware 19711. Fax: (302) 266-7556.

This Policy is subject to change by Seller at any time and without prior notice to other parties.

2/1/2018