



# TEVA PHARMACEUTICAL EMPLOYMENT AGREEMENT LETTER

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This Employment Agreement ("Agreement") is made and entered into on \_\_\_\_\_  
Between **TEVA PHARMACEUTICAL** whose principal place of business is located at UNITED  
STATE at 41 MooresRd, Malvern, PA 19355 (610-344-0200), (hereinafter referred to as  
"EMPLOYER") AND \_\_\_\_\_ whose present address and  
telephone number are :

(Hereinafter referred to as "EMPLOYEE".)

In consideration of the mutual covenants set forth below, EMPLOYER agrees to hire  
EMPLOYEE and EMPLOYEE agrees to work for EMPLOYER as set forth in this Agreement.

## 1. SPECIAL INFORMATION

**This is a liaison between TEVA PHARMACEUTICAL and the new Employee**

## 2. DESCRIPTION OF DUTIES

### *Name of Position*

The Employee shall be employed in the capacity of:

**"Virtual Assistant/Data Entry Clerk" under the auspices of Procurement Unit**

### *Essential Job Functions and Duties*

- i. it's your *job* to update and maintain information on computer systems .
- ii. Creating financial commitments according to valid contracts
- iii. Maintaining and managing existing vendor and customer relationship

Employee shall also perform such other duties as are customarily performed by other persons  
in similar/such positions, as well as such other duties as may be assigned from time to time by  
the Employer.

### *Duty of Loyalty and Best Efforts*

Employee shall devote all of his/her working time, attention, knowledge, and skills to Employer's  
business interests shall do so in good faith, with best efforts, and to the reasonable satisfaction of  
the Employer. Employee understands that they shall only be entitled to the compensation,  
benefits, and profits as set forth in this Agreement. Employee agrees to refrain from any interest, of  
any kind whatsoever, in any business competitive to Employer's business.

The Employee further acknowledges they will not engage in any form of activity that produces a  
"conflict of interest" with those of the Employer unless agreed to in advance and in writing.

### *Place and Hours of Employment*

Employee agrees that their duties shall be primarily rendered at Employer's agreed business  
sites/premises/database or at such other places as the Employer shall in good faith require.

Part time service for the Employee is expected which requires a minimum of 20 to 30 hours per week, exclusive of vacation, or any other form of leave as described within this Agreement.

### 3. PERFORMANCE TERMS

Based on representations made by the Employee, as well as expectations of the Employer, the following performance terms are entered into:

* Processing valid procurement requests and schedules
* it's your <i>job</i> to update and maintain information on computer systems
* Maintaining and managing existing vendor and customer relationship

The Employee understands that failure to reach said benchmarks or performance terms may result in reassignment, demotion or termination. Employee further understands that reaching these benchmarks or performance terms constitutes a reasonable and substantial condition of employment but does not in any way guarantee or promise continued employment.

### 4. COMPENSATION TERMS

#### ***Base Compensation***

Employee shall receive a [salary/wage] of **\$25.00 USD** per hour payable in equal installments on the Thursdays of every 2<sup>nd</sup> week (Bi- weekly).

#### ***Commission***

As additional compensation for services to be rendered under this Agreement, Employee shall be entitled to a commission income on the following basis:

* Extra accountable expenses made during task handling
* Extended work hour due to official duties needed to be completed
* Other administrative assistant task within assigned or other departments in the Company

In the event that Employee receives an advance on commissions from Employer, any amounts so advanced shall be considered a "draw" and shall be deducted from any commissions earned in the future.

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#### ***Exempt Status***

Employee understands that at all times they are employed as a salaried/exempt employee and, therefore, he/she is not entitled to overtime wages. Employee shall not receive overtime compensation for the services performed under this Agreement, unless specifically agreed to in writing.

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**Expenses Reimbursement**

Employee shall be entitled to reimbursement of any/all authorized and reasonably incurred expenses in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Employee must timely provide Employer with an itemized account of all or the expenditures, along with suitable receipts therefore.

**Salary Adjustments**

Salary adjustments are based on the value contributed by Employee to Employer. While salary adjustments are primarily based on merit, Employer may at times adjust salaries depending on overall company performance, and/or the cost of incurred expenses changes to salaries of similarity started by employees in the company or industry.

**5. TERMINATION**

**A. "At Will" Employment**

Employee's employment with Employer is "at will." "At will" is defined as allowing either Employee or Employer to terminate the agreement at any time, for any reason permitted by law, with or without cause and with or without notice.

**6. COVENANTS**

**Non-Disclosure of Trade Secrets, Customer Lists and Other Proprietary Information**

Employee agrees not to use, disclose or communicate, in any manner, proprietary information about Employer, its operations, clientele, or any other proprietary information, that relate to the business of Employer. This includes, but is not limited to, the names of Employer's customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential or proprietary information of Employer including but not limited to:

Company's trade interest and income information
Company's vendors and trade partners information
Disclosure and Mismanagement of any finances meant for official task e.t.c.

Employee acknowledges that the above information is material and confidential and that it affects the profitability of Employer. Employee understands and that any breach of this provision, or of any other Confidentiality and Non-Disclosure Agreement, is a material breach of this Agreement.

To the extent Employee feels that they need to disclose confidential information; they may do so only after being authorized to so do in writing by Employer.



### ***Supervision and Monitoring of Task and Funding***

Employer monitors the task being performed by Employee for the first 6 weeks of task handling. During this stated period, Employee shall be assigned under a Supervisor within his or her region and shall complete all task with assistance and guidance from the Supervisor. Employer, through the Chief Financial Officer shall monitor any/all financial task related service entrusted to Employee within his or her work department.

### ***Non-Solicitation Covenant***

Employee agrees that for a period of 12 months following termination of employment, for any reason whatsoever, Employee will not solicit customers or clients of Employer. By agreeing to this covenant, Employee acknowledges that their contributions to Employer are unique to

Employer's success and that they have significant access to Employer's trade secrets and other confidential or proprietary information regarding Employer's customers or clients.

### ***Non-Recruit Covenant***

Employee agrees not to recruit any of Employer's employees for the purpose of any outside business either during or for a period of 12 months after Employee's tenure of employment with Employer. Employee agrees that such effort at recruitment also constitutes a violation of the non-solicitation covenant set forth above.

### ***Covenant to Notify Management of Unlawful Acts or Practices***

Employee agrees to abide by the legal and ethics policies of Employer as well as Employer's other rules, regulations, policies and procedures. Employer intends to comply in full with all governmental laws and regulations as well as any ethics code applicable to their profession. In the event that Employee is aware of Employer, or any of its officers, agents or employees, violating any such laws ethics codes, rules, regulations, policies or procedures, Employee agrees to bring forth all such actual and suspected violations to the attention of Employer immediately so that the matter may be properly investigated and appropriate action taken.

### ***Existing Customers or Clientele of Employee***

Employer agrees that existing customers or clients of Employee will become the property of Employer as the condition of employment.

### ***New Customers or Clientele Generated While at Work***

Employee agrees that any customers or clientele generated by Employee pursuant to employment with Employer are the customers and clientele of the Employer and subject to the non-disclosure and non-solicitation covenants set forth above.

### ***Records and Accounts***

Employee agrees that all records and accounts maintained during the course of employment are the property of Employer, shall remain current and be maintained at Employer's place of business/database.

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***Return upon Termination***

Employee agrees that upon termination they will return to Employer all of Employer's property, including, but not limited to, intellectual property, trade secret information, customer lists, records and accounts, materials subject to copyright, trademark, or patent protection, customer and Employer information, business documents, reports, and security devices

***Entire Agreement***

This Agreement represents the complete and exclusive statement of the employment agreement between the Employer and Employee. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their employment agreement.

***The Effect of Prior Agreements or Understandings***

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

***Statute of Limitations***

Employee has a one year statute of limitation for the filing of any requests for mediation, or arbitration, or for any lawsuit related to this Agreement or the terms and conditions of their employment. If said claim is filed more than one year subsequent to Employee's last day of employment it is precluded by this provision, regardless of whether the claim had accrued at that time or not.

Employee warrants and represents that Employee in executing his/her Agreement has had the opportunity to rely on of Employee's choice, so that the terms of this Agreement and their consequences could have been fully read and understood and that Employee fully understands the terms of this Agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**[REDACTED]**  
\_\_\_\_\_  
Employee's Name

**Joanna Vasquez**  
\_\_\_\_\_  
TEVA PHARMACEUTICAL Representative

**19<sup>th</sup>-February-2018**  
\_\_\_\_\_  
Date

