

| <b>MSD GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS AND SERVICES (Revised 02/02/2024)</b>   | <b>MSD SPLOŠNI POGOJI POSLOVANJA PRI NAKUPU BLAGA IN STORITEV (posodobljeno 02/02/2024)</b>  |
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| <p align="center"><b>Preamble</b></p>  | <p align="center"><b>Uvodno</b></p>  |
| <p>Merck Sharp &amp; Dohme, inovativna zdravila d.o.o., registration number: 1882589000 (hereinafter: »MSD«) is a limited liability company within the group of MERCK &amp; CO., Ltd, duly established and existing under the laws of the Republic of Slovenia.</p>  | <p>Družba Merck Sharp &amp; Dohme, inovativna zdravila d.o.o., matična številka 1882589000 (v nadaljevanju: "MSD") je družba z omejeno odgovornostjo ustanovljena po predpisih Republike Slovenije, ki je del skupine MERCK &amp; CO., Ltd.</p>  |
| <p>These General Terms and Conditions for procurement of goods and services (hereinafter: »General Terms and Conditions«) are applicable to any procurement of goods and services which MSD procures from the contractor by the »offer and acceptance« principle. In the event of a conflict between these General Terms and Conditions and the provisions of a particular business agreement with the contractor for the delivery of goods or services, whereas such a business agreement regulates certain particular areas more specifically than these General Terms and Conditions, then the provisions of such business agreement shall prevail. In the event that the provisions of a particular business agreement regulate certain particular areas less strictly and/or more loosely than they are regulated in these General Terms and Conditions, then these General Terms and Conditions prevail over the provisions of a such particular business agreement.</p> | <p>Ti Splošni pogoji poslovanja pri nakupu blaga in storitev (v nadaljevanju: "Splošni pogoji poslovanja") veljajo za vsak nakup blaga in storitev, ki ga MSD kupi od izvajalca na način »ponudbe in sprejema ponudbe«. V primeru nasprotja med temi Splošnimi pogoji poslovanja in določbami posamične poslovne pogodbe izvajalcem za dobavo blaga in storitev, pri čemer omenjena poslovna pogodba ureja določena področja bolj podrobno kot ti Splošni pogoji poslovanja, prevladajo določbe poslovne pogodbe. V primeru, da določila individualne poslovne pogodbe določena področja urejajo manj strogo in/ali bolj ohlapno, kot so urejena v teh Splošnih pogojih, pa določila teh Splošnih pogojev prevladajo nad določili individualne poslovne pogodbe.</p> |
| <p>The purpose of these General Terms and Conditions is to secure justified interests of MSD and its Affiliates, including, but not limited to, the confidentiality of information and materials that will be disclosed or made accessible by MSD or any of its Affiliates to the contractor in the course of their business relationship.</p>   | <p>Namen teh Splošnih pogojev poslovanja je zaščititi upravičene interese MSD in njenih povezanih družb, med drugim varovanje zaupnosti informacij in gradiv, ki jih izvajalcu v okviru medsebojnega poslovnega odnosa razkrije ali da na voljo MSD ali z njo povezane družbe.</p>   |
| <p>For purposes of these General Terms and Conditions, the term "Affiliate" shall mean (i) any corporation or business entity of which fifty percent (50%) or more of the voting stock or voting equity interest are owned directly or indirectly by a party; or (ii) any corporation or business entity which directly or indirectly owns fifty percent (50%) or more of the voting stock or voting equity</p>  | <p>Za namene teh Splošnih pogojev poslovanja pojem »povezana družba« pomeni (i) družbo ali poslovni subjekt, v katerem petdeset odstotkov (50%) ali več glasovalnih pravic neposredno ali posredno pripada določeni stranki; ali (ii) družba ali poslovni subjekt, ki ji neposredno ali posredno pripada petdeset odstotkov (50%) ali več glasovalnih pravic v stranki; ali (iii) družba ali</p>   |

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| interest of a party; or (iii) any corporation or business entity directly or indirectly controlling or under control of a corporation or business entity as described in (i) or (ii).  | poslovni subjekt, ki neposredno ali posredno nadzira ali je pod nadzorom družbe ali poslovnega subjekta navedenega pod točko (i) ali (ii).   |
| <b>§ 1</b>   | <b>§ 1</b>   |
| <b>Payment Terms</b>   | <b>Rok plačila</b>   |
| Due date for payment of delivered goods or performed services is 90 days from receipt of the invoice.  | Rok za plačilo dobavljenega blaga oziroma opravljenih storitev je 90 dni od datuma prejema računa.   |
| <b>§ 2</b>   | <b>§ 2</b>   |
| <b>Confidential Information and Confidential Materials</b>   | <b>Zaupne informacije in Zaupno gradivo</b>  |
| The term "Confidential Information" in these General Terms and Conditions means any information, whether oral, written or in audio, visual, electronic or any other form, made available by MSD or any of its Affiliates and their respective representatives to the contractor in relation to or as a result of the Subject Matter, including without limitation: | Pojem »Zaupne informacije« v teh Splošnih pogojih pomenijo vsako informacijo, v ustni, pisni, avdio-vizualni, elektronski ali katerikoli drugi obliki, ki jo v povezavi z Zadevo izvajalcu da na voljo MSD ali njene povezane družbe ali njihovi predstavniki, med drugim: |
| - information relating to the marketing, advertising or other activities of MSD or any of its Affiliates;  | - informacije povezane z marketingom, oglaševanjem in drugimi aktivnostmi MSD ali njenih povezanih družb;  |
| - information about sales results of MSD or any of its Affiliates, information gathered from the market research reports concerning pharmaceuticals of MSD or its Affiliates, and any other information about such products;   | - informacije o rezultatih prodaje MSD ali njenih povezanih družb, informacije zbrane iz poročil o tržnih raziskavah glede farmacevtskih proizvodov MSD ali njenih povezanih družb ali druge informacije o teh produktih;  |
| - information related to commercial policy, tactics or strategy of MSD or any of its Affiliates, and   | - informacije povezane s komercialnimi politikami, taktikami ali strategijami MSD ali njenih povezanih družb, in   |
| - information disclosed to MSD or any of its Affiliates by other persons as confidential information and provided by MSD to Contractor hereunder.  | - informacije, ki jih MSD ali njenim povezanim družbam kot zaupne razkrijejo druge osebe, in ki jih MSD nato posreduje izvajalcu.  |
| Confidential Information does not include such information for which the contractor can show, by written evidence, that such information was   | Zaupne informacije ne vključujejo informacij, za katere lahko izvajalec s pisnim dokazilom izkaže:   |
| - possessed by contractor prior to receipt from MSD other than through prior disclosure by   | - da jih je izvajalec pridobil že preden jih je prejel od MSD, razen če so mu bili predhodno razkriti s strani MSD ali njenih  |

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| MSD or any of its Affiliates, as evidenced by contractor's written records;   | povezanih oseb, kar izvajalec izkaže s pisnimi dokazili;  |
| - published or available to the general public otherwise than through breach of these General Terms and Conditions or any other obligation of confidentiality by contractor;  | - da so bile objavljene ali dane na voljo javnosti, razen če je do tega prišlo s kršitvijo teh Splošnih pogojev poslovanja ali druge obveznosti varovanja zaupnosti s strani izvajalca;   |
| - obtained by contractor from a third party with a valid right to disclose such information, provided that said third party is not under a confidentiality obligation to MSD or any of its Affiliates;  | - da jih je izvajalec pridobil od tretje osebe, ki je upravičena, da takšne informacije razkrije in pod pogojem, da omenjena tretja oseba ni zavezana k varovanju zaupnosti v razmerju do MSD ali do njenih povezanih oseb;   |
| - independently developed by employees of Contractor who had no knowledge of MSD's or any of its Affiliates' information as evidenced by contractor's written records.  | - da so jih neodvisno razvili zaposleni izvajalca, ki jim niso bile znane informacije MSD ali njenih povezanih družb, kar izvajalec izkaže s pisnimi dokazili.  |
| The term "Confidential Materials" includes any tangible materials containing Confidential Information, including without limitation written or printed documents or floppy discs, CD-ROMs or other media, whether they can be read with the use of any device or directly.  | Pojem »Zaupna gradiva« vključuje gradiva v fizični obliki, ki vsebujejo Zaupne informacije, med drugim pisne ali natislane dokumente, diskete, CD-ROMe ali druge nosilce, ne glede na to, ali je možno informacije prebrati neposredno, ali pa je za to potrebna določena naprava.  |
| <b>§ 3</b>  | <b>§ 3</b>  |
| <b>Obligations of the Contractor</b>  | <b>Obveznosti izvajalca</b>   |
| The contractor shall not disclose or make accessible to any third party or use, except as permitted under these General Terms and Conditions, any Confidential Information and/or Confidential Materials without the prior written consent of MSD.  | Izvajalec tretjim osebam ne sme razkriti ali omogočiti uporabe Zaupnih informacij in/ali Zaupnih gradiv brez predhodnega pisnega soglasja MSD, razen v kolikor je v teh Splošnih pogojih določeno drugače.  |
| Confidential Information and/or Confidential Materials may be disclosed or made accessible only to the employees, agents or permitted subcontractors of the contractor to the strictly necessary extent in connection with the Subject Matter and under the condition that the contractor secures that these employees, agents or permitted subcontractors execute a confidentiality and non-use agreement at least as stringent as these General Terms and Conditions and fulfil the terms and conditions thereof. | Zaupne informacije in/ali Zaupna gradiva se lahko razkrijejo oziroma se dostop do njih lahko omogoči le zaposlenim, agentom (zastopnikom) ali odobrenim podizvajalcem izvajalca, vendar le v obsegu, ki je nujno potreben v povezavi s Predmetom in pod pogojem, da izvajalec zagotovi, da ti zaposleni, agenti (zastopniki) in odobreni podizvajalci sklenejo dogovor glede varovanja zaupnosti in o neuporabi Zaupnih informacij in/ali Zaupnih gradiv, ki bo najmanj tako strog in omejujoč, kot so ti Splošni pogoji poslovanja ter da zagotovi tudi izpolnjevanje omenjenega dogovora. |
| The contractor is obliged to take all reasonable security measures (at least to the extent that is used for the protection of its own confidential information and materials, and in any case no less than reasonable measures in the circumstances) to   | Izvajalec je dolžan sprejeti vse razumne ukrepe zavarovanja (vsaj takšne, kot jih ima sprejete za zaščito lastnih zaupnih informacij in gradiv, vendar najmanj takšne, ki so, upoštevajoč   |

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| keep confidential any Confidential Information and Confidential Materials.  | okolščine, razumni) za zaščito zaupnosti Zaupnih informacij in Zaupnih gradiv.   |
| The Confidential Information and Confidential Materials may be used, communicated, reproduced, classified or distributed by the contractor only in connection with the Subject Matter of the contractual arrangement with MSD and only in compliance with the other provisions of these General Terms and Conditions and any other applicable agreement(s) between the parties. In addition, the contractor agrees to separate any Confidential Information and Confidential Materials from the confidential information and confidential materials of other entities.  | Izvajalec lahko Zaupne informacij in Zaupna gradiva uporablja, jih komunicira, reproducira, klasificira ali posreduje le v povezavi s Predmetom pogodbenega razmerja z MSD in le v skladu z drugimi določbami teh Splošnih pogojev poslovanja in drugih veljavnih dogovorov med strankama. Nadalje se izvajalec strinja, da bo vse Zaupne informacije in Zaupna gradiva ločil od zaupnih in formacij in zaupnih gradiv drugih subjektov.   |
| The contractor may disclose Confidential Information and/or Confidential Materials in accordance with judicial or other governmental order, provided that the contractor shall give MSD reasonable notice prior to such disclosure so that MSD may seek, via a protective order or other appropriate remedy, to challenge or limit such order, or in writing waive compliance with the provisions of these General Terms and Conditions. In any event, if the contractor is unable to promptly notify MSD, or if such protective order or other remedy is not obtained, or if MSD in writing waives compliance with the provisions of these General Terms and Conditions, then the contractor shall furnish only that portion of the Confidential Information and/or Confidential Materials which is legally required in the reasonable opinion of contractor's legal counsel, and furthermore contractor shall exercise reasonable efforts to obtain assurance that the required Confidential Information and/or Confidential Materials continue to be accorded confidential treatment both in connection with such judicial or other governmental order and in the possession of the new receiving party. | Izvajalec lahko Zaupne informacije in/ali Zaupna gradiva razkrije na podlagi sodne ali upravne odločbe, pod pogojem, da izvajalec pred takšnim razkritjem razumno obvesti MSD, tako da lahko MSD, preko začasne odredbe ali drugega pravnega sredstva, izpodbija ali omeji učinke takšne odločbe, ali da pisno potrdi, da določbam teh Splošnih pogojev poslovanja v določenem primeru ni treba slediti. V primeru, da izvajalec MSD ne more pravočasno obvestiti, ali v primeru, da začasna odredba ali drugo pravno sredstvo ni pridobljeno, ali v primeru, da MSD pisno potrdi, da določbam teh Splošnih pogojev poslovanja ni treba slediti, sem izvajalec zagotoviti le tisti del Zaupnih informacij in/ali Zaupnih gradiv, ki ga je, na podlagi razumnega mnenja izvajalčevih pravnih svetovalcev, v skladu z zakonom dolžan zagotoviti; nadalje si bo izvajalec v razumnem obsegu prizadeval pridobiti zagotovilo, da bo še naprej varovana zaupnost zahtevanih Zaupnih informacij in/ali Zaupnih gradiv tako v povezavi z predmetno sodno ali drugo upravno odločbo kot tudi v povezavi z novim prejemnikom. |
| The obligations set forth in this Article shall survive the expiration, termination or cancellation of these General Terms and Conditions for the longest period permitted by applicable law.   | Obveznosti iz tega člena veljajo tudi po izteku, odpovedi ali drugem prenehanju teh Splošnih pogojev poslovanja, in sicer za najdaljše možno obdobje določeno z zakonom.   |
| <b>§ 4</b>  | <b>§ 4</b>   |
| <b>Remedies and sanctions for violation of obligations of the contractor</b>  | <b>Pravna sredstva in sankcije za kršitev obveznosti izvajalca</b>   |
| The contractor shall immediately report to MSD any actual or suspected unlawful disclosure of   | Izvajalec je dolžan nemudoma obvestiti MSD o vsakem dejanskem ali domnevem nezakonitem   |

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| <p>Confidential Information and/or Confidential Materials and shall take all reasonable steps to prevent, control or remedy such unlawful disclosure.</p>   | <p>razkritju Zaupnih in formacij in/ali Zaupnih gradiv in je dolžan sprejeti razumne ukrepe, da takšno razkritje prepreči, obvlada oziroma odpravi posledice nezakonitega razkritja.</p>  |
| <p>Any material breach of obligations of the contractor of the terms of these General Terms and Conditions is a cause for immediate termination of any other contractual arrangements with the contractor by MSD.</p>   | <p>Hujša kršitev teh Splošnih pogojev poslovanja s strani izvajalca je razlog za takojšnjo odpoved vseh pogodbenih razmerjih med izvajalcem in MSD.</p>   |
| <p>The contractor acknowledges the proprietary nature of MSD over the Confidential Information and Confidential Materials, as well as the significant effort and costs that have been expended by MSD and its Affiliates in the development and protection of such Confidential Information and Confidential Materials. Contractor further acknowledges that, in the event of a breach of any provision of these General Terms and Conditions pertaining to the protection of Confidential Information and Confidential Materials, there may not be an adequate remedy in money damages to compensate MSD for its loss. Therefore, contractor consents to the entry, by any court of competent jurisdiction, of a temporary restraining order, preliminary injunction and permanent injunction as may be necessary and appropriate to protect against the continued breach and any further breach of these General Terms and Conditions. Furthermore, in the event of a breach of any provision of these General Terms and Conditions pertaining to the protection of Confidential Information and Confidential Materials, contractor shall pay to MSD a penalty in the amount of 5.000,00 EUR. The foregoing remedies shall be in addition to any other claims and remedies which MSD may have at law.</p> | <p>Izvajalec potrjuje, da so Zaupne informacije in Zaupna gradiva last MSD, prav tako potrjuje, da je seznanjen z velikimi prizadevanji in stroški, ki so jih MSD in njene povezane družbe porabile za razvoj in zaščito Zaupnih informacij in Zaupnih gradiv. Izvajalec nadalje potrjuje, da je seznanjen, da v določenih primerih kršitev določb teh Splošnih pogojev poslovanja, ki se nanašajo na Zaupne in formacije in Zaupna gradiva, ni na voljo ustreznega pravnega sredstva ali odškodnine, ki bi MSD nadomestila izgubo, ki jo je utrpela. Zato se izvajalec strinja, da bo vstopil v postopek glede prepovedi približevanja ali predhodne ali trajne odredbe, ki bo tekel pred sodiščem katerekoli jurisdikcije, če je to potrebno ali ustrezno za preprečitev nadaljevanja kršitve ali nadaljnjih kršitev teh Splošnih pogojev poslovanja. Nadalje, v primeru kršitve katerekoli določbe teh Splošnih pogojev poslovanja, ki se nanašajo na varstvo Zaupnih informacij in Zaupnih gradiv, bo izvajalec MSD plačal pogodbeno kazen v višini 5.000,00 EUR. Navedene sankcije in posledice ne izključujejo drugih zahtevkov ali pravnih sredstev, ki jim ima MSD na podlagi zakona.</p> |

| <b>§ 5</b>   | <b>§ 5</b>  |
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| <b>Return of Confidential Information and Confidential Material</b>  | <b>Vrnitev Zaupnih informacij in Zaupnih Gradiv</b>   |
| MSD may at any time with or without cause request in writing that the contractor returns to MSD any Confidential Information and Confidential Material disclosed under these General Terms and Conditions, whether written or in any other form whatsoever capable of being returned, and any copies thereof, together with a written statement signed by or on behalf of the contractor to the effect that the contractor has, having made reasonable inquiries, not knowingly retained in his possession, power or procurement, either directly or indirectly, any such Confidential Information and/or Confidential Material or copies thereof, and the contractor shall comply with any such request within seven (7) days of receipt of such request. | MSD lahko kadarkoli in brez razloga pisno zahteva, da izvajalec MSD vrne vse Zaupne informacije in Zaupna gradiva, ki so bila razkrita na podlagi teh Splošnih pogojev poslovanja, ki so bodisi v pisni ali drugi obliki, ki omogoča vračilo, ter vseh kopij, skupaj s pisno izjavo, podpisano s strani ali v imenu izvajalca, da po izvedenem razumnem preverjanju zavestno nima nobenih Zaupnih Informacij in/ali Zaupnih gradiv ali njihovih kopij, in sicer niti v svoji posesti, niti nima pravice, da jih pridobi, bodisi neposredno ali posredno; izvajalec bo takšno zahtevo izpolnil v roku sedem (7) dni po prejemu takšne zahteve. |
| <b>§ 6</b>   | <b>§ 6</b>  |
| <b>Governing Law and Jurisdiction</b>  | <b>Merodajno pravo in pristojnost</b>   |
| These General Terms and Conditions shall be governed in all respects, including validity, construction, interpretation and effect, by the laws of the Republic of Slovenia.  | Za te Splošne pogoje poslovanja v celoti velja pravo Republike Slovenije, kar velja tudi za njihovo veljavnost, vsebino, razlago in uporabo.  |
| Any dispute arising out of or relating to these General Terms and Conditions, including, without limitation, the interpretation of any provision or the breach, termination or invalidity thereof shall be referred to the competent court in Ljubljana. The Parties hereby consent and submit to the jurisdiction of such court.  | Vsi spori, ki izvirajo ali se nanašajo na te Splošne pogoje poslovanja, med drugim glede razlage določb, kršitev, prenehanja ali neveljavnosti se rešujejo pred stvarno pristojnim sodiščem v Ljubljani. S temi Splošnimi pogoji poslovanja sta stranki dogovorili pristojnost omenjenega sodišča.  |
| <b>§ 7</b>   | <b>§ 7</b>  |
| <b>Independent Contractor</b>  | <b>Neodvisnost izvajalca</b>  |
| In the performance of the contractor's obligations under these General Terms and Conditions, the contractor shall at all times act as and be deemed an independent contractor. Nothing in these General Terms and Conditions shall be construed to render the contractor or any of its employees, agents, or officers, an employee, joint venturer, agent, or partner of MSD. The contractor is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of MSD, except as specifically authorized herein. It is understood that the employees, methods, facilities, and equipment of   | V okviru izpolnjevanja svojih obveznosti po teh Splošnih pogojih poslovanja, se izvajalec ves čas šteje za neodvisnega izvajalca. Ti Splošni pogoji poslovanja se v nobenem primeru ne interpretirajo na način, da je izvajalec, ali katerikoli od njegovih zaposlenih, agentov ali uslužbencev, zaposlen, v skupnem podjetju z, agent ali partner MSD. Izvajalec ni pooblaščen, da bi prevzemal ali ustvarjal obveznosti in odgovornosti, bodisi izrecno ali implicitno, za račun ali v imenu MSD, razen v primeru, da je za to izrecno pooblaščen. Velja, da so izvajalčevi zaposleni, postopki,  |

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| the contractor shall at all times be under the contractor's exclusive direction and control.   | sredstva in oprema izvajalca ves čas pod izključnim nadzorom in navodili izvajalca.  |
| <b>§ 8</b>   | <b>§ 8</b>   |
| <b>Conflict of Interest</b>  | <b>Konflikt interesov</b>  |
| The contractor undertakes to disclose to MSD without delay any and all circumstances existing at the time of execution or arising at any time during the term of any contractual arrangement and involving the contractor or any of its directors, managers, or any of its employees directly providing services hereunder, which might constitute a conflict of interest for the business relationship between the parties. | Izvajalec se zavezuje, da bo MSD brez odlašanja razkril vse okoliščine, ki bi lahko predstavljale konflikt interesov za pogodbeno razmerje med strankama in ki obstajajo bodisi v trenutku sklenitve ali ki nastanejo kasneje med trajanjem pogodbenega razmerja in se nanašajo na izvajalca, njegove direktorje, vodilne delavce, ali njegove zaposlene, ki neposredno opravljajo storitve po teh Splošnih pogojih poslovanja.                        |
| Contractor agrees that, during the period in which it renders services to MSD, it will not contemporaneously render services to a third party relating to the same product category or disease entity for which it is rendering services to MSD.   | Izvajalec se strinja, da v času, ko MSD zagotavlja storitve, ne bo istočasno nudil storitev tretji stranki glede iste kategorije produktov ali bolezni v zvezi s katerimi zagotavlja storitve MSD.   |
| (3) Contractor represents and warrants that, other than as set forth below, any of its directors, officers, or employees is not employed or engaged, whether paid or unpaid, in any of the following in a capacity that could allow any of its directors, officers, or employees to influence the business of MSD or its Affiliates:   | Izvajalec jamči in zagotavlja, da, razen kolikor je drugače navedeno spodaj, noben izmed njegovih direktorjev, članov drugih njegovih organov, prokuristov ali zaposlenih niti odplačno niti neodplačno ni zaposlen oziroma ne opravlja dela v nobeni izmed spodaj navedenih funkcij oziroma položajev, ki bi omogočal, da bi katerikoli od izvajalčevih direktorjev, uslužbencev ali zaposlenih vplival na poslovanje MSD ali njenih povezanih družb: |
| (a) as government official (including a relationship with a governmental official which could cause the official to influence the business of MSD, MSD parent companies, MSD subsidiaries or affiliates);  | (a) kot državni uradnik ali javni uslužbenec (kar vključuje tudi razmerje z državnim uradnikom ali javnim uslužbencem, ki bi lahko povzročilo, da bi državni uradnik ali javni uslužbenec vplival na poslovanje MSD, MSD matičnih družb, MSD hčerinskih družb in povezanih družb);   |
| (b) on or serving in an official Contractor capacity to any reimbursement committee, pricing committee, drug approval committee, formulary or similar committee;   | (b) v svojstvu izvajalca sodeluje v organu za povračila stroškov, organu za določanje cen, organu za odobravanje zdravil, postopkovnem ali drugem podobnem organu;   |
| (c) in any other governmental position, including a position in an international governmental health organization, such as the WHO (World Health Organization) or UNICEF. The contractor will advise MSD to the extent his/her status described in the prior sentence changes during the term of these General Terms and Conditions.   | (c) v katerikoli drugi državni funkciji vključno s funkcijami v mednarodnih javnih zdravstvenih organizacijah, kot so WHO (Svetovna zdravstvena organizacija) ali UNICEF. Izvajalec mora MSD obvestiti, če se status iz prejšnjega stavka v času trajanja teh Splošnih pogojev poslovanja spremeni.  |

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| <p>(4) Contractor represents and warrants that contractor or any of its directors, officers, or employees shall not make any payment, either directly or indirectly, of money or other assets, including but not limited to compensation paid under these General Terms and Conditions, to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on their behalf, where such payment is for the purpose of influencing decisions or actions with respect to any aspect of the business of MSD or its Affiliates.</p> | <p>(4) Izvajalec jamči in zagotavlja, da izvajalec ali njegovi direktorji, člani drugih njegovih organov, prokuristi ali zaposleni ne bodo izvajali plačil, niti neposredno niti posredno, ne denarnih in ne v drugi obliki, kar vključuje tudi nadomestilo iz teh Splošnih pogojev poslovanja, v razmerju do državnih funkcionarjev ali funkcionarjev političnih strank, kandidatov za državno ali javno funkcijo ali do zastopnikov drugih podjetij ali oseb, ki bi delovali imenu teh oseb, če bi bilo takšno plačilo namenjeno vplivanju na odločitve ali ukrepe povezane s katerikoli vidikom poslovanja MSD ali z njo povezanih družb.</p> |
| <p>(5) In the event of a conflict of interest arises during the term of these General Terms and Conditions, contractor shall disclose it to MSD and shall immediately cease to work for MSD if requested to do so by MSD, and MSD shall be entitled to terminate the contractual arrangement with immediate effect upon notice to contractor</p>   | <p>(5) Če konflikt interesov nastopi v času trajanja teh Splošnih pogojev poslovanja, je dolžan izvajalec o tem nemudoma obvestiti MSD in prenehati z opravljanjem dela za MSD, če MSD tako zahteva, MSD pa ima pravico, da pogodbeno razmerje z prekine s takojšnjim učinkom, tako da izvajalcu poda odpoved.</p>   |
| <p>(6) In case the contractor or any of its directors, officers, or employees has/have any of the functions mentioned in the letters (a) to (c) of the second paragraph of this Article, the contractor must notify to MSD that its directors, officer or employees are members of the organizations as mentioned in this Article or they have functions or positions as mentioned in this Article.</p>  | <p>(6) V primeru, da izvajalec ali njegovi direktorji, člani drugih njegovih organov, prokuristi ali zaposleni zasedajo katero izmed funkcij iz točk (a) do (c) drugega odstavka tega člena, mora izvajalec MSD obvestiti, da so njegovi direktorji, člani drugih njegovih organov, prokuristi ali zaposleni, člani organizacij navedenih v tem členu ali da zasedajo funkcije ali položaje navedene v tem členu.</p>  |
| <p>(7) Without waiving the Confidentiality provisions of these General Terms and Conditions, MSD and contractor agree that contractor and any of its directors, officers, or employees undertake to disclose the nature of his/her relationship with MSD to the relevant entities as required by and consistent with the applicable policies and procedures of such entities.</p>  | <p>(7) Poleg zavez iz določb o varovanju zaupnosti iz teh Splošnih pogojev poslovanja, MSD in izvajalec soglašata, da so izvajalec in njegovi direktorji, člani drugih njegovih organov, prokuristi ali zaposleni dolžni razkriti naravo svojega razmerja z MSD posameznim subjektom, kot to določajo in nalagajo veljavna pravila in postopki teh subjektov.</p>  |
| <p>(8) For transparency reasons MSD is entitled to inform any requestor about contractor's services under this contractual relationship as far as MSD is requested to do so according to statutory law or any other public rule.</p>   | <p>(8) Zaradi zagotavljanja transparentnosti ima MSD pravico, da, v kolikor je to dolžan storiti na podlagi zakona ali drugega predpisa, o izvajalčevih storitvah iz tega pogodbenega razmerja obvesti subjekt, ki za takšno informacijo zaprosi.</p>  |



| <b>§ 9</b>   | <b>§ 9</b>  |
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| <b>Standard of Effort / No Subcontracting</b>  | <b>Skrbnost / Prepoved proizvodjanja</b>  |
| <p>(1) Contractor agrees to devote its best efforts to efficiently perform any services for MSD with care, skill and diligence, fully adhering to all applicable laws, rules and regulations, including legislation on advertising of medicines, and utilizing professional, well-trained and knowledgeable personnel. Contractor shall not subcontract any services to be provided to MSD or any of its Affiliates without the prior written consent of MSD. Contractor shall at all times be responsible to supervise its employees, agents and permitted subcontractors, and shall at all times be responsible for the performance of the services for MSD by such employees, agents and permitted subcontractors.</p>            | <p>(1) Izvajalec se strinja, da si bo po najboljših močeh prizadeval za učinkovito izvajanje vseh storitev za MSD, in sicer s skrbnostjo, ki se od njega zahteva v skladu z zakonom in drugimi predpisi, vključno s zakonodajo, ki ureja oglaševanje zdravil, ter da bo angažiral profesionalne, dobro usposobljene in izobraženo sodelavce. Izvajalec izvajanja storitev, ki jih zagotavlja MSD ali njenim povezanim družbam, brez predhodnega pisnega soglasja MSD ne bo prenesel na podizvajalca. Izvajalec je dolžan ves čas nadzirati zaposlene, agente (zastopnike) in odobrene podizvajalce, in je v celoti odgovoren za izvedene storitve za MSD s strani teh zaposlenih, agentov (zastopnikov) in odobrenih podizvajalcev.</p> |
| <b>§ 10</b>  | <b>§ 10</b>   |
| <b>No Assignment</b>   | <b>Prepoved prenosa pogodbe</b>   |
| <p>(1) Neither party may assign to any third party, transfer or otherwise dispose of these General Terms and Conditions or any obligation with respect thereto, without the prior written consent of the other party, provided, however, that MSD may transfer and assign its rights and obligations hereunder to any Affiliate of MSD without the consent of contractor. Any purported or attempted assignment in violation of this paragraph shall be null and void.</p>   | <p>(1) Nobena stranka ne sme asignirati, prenesti ali kako drugače razpolagati s temi Splošnimi pogoji poslovanja niti ne sme prenesti posamezne obveznosti iz teh Splošnih pogojev poslovanja brez predhodnega pisnega soglasja druge stranke, kar pa ne velja za prenos ali asignacijo pravic in obveznosti iz teh Splošnih pogojev poslovanja na povezano družbo MSD, ki se lahko izvede brez soglasja izvajalca. Vsak namen ali poskus asignacije ali prenosa v nasprotju s tem odstavkom je ničen.</p>   |
| <b>§ 11</b>  | <b>§ 11</b>   |
| <b>Inventions, Ownership and Intellectual Property Rights</b>  | <b>Izumi, lastništvo in pravice intelektualne lastnine</b>  |
| <p>(1) Nothing in these General Terms and Conditions or in the business relationship between the parties relating to the Subject Matter shall constitute or be construed as the grant to the contractor of any property right, license, or any other right or interest in any information made available by MSD to the contractor in the course of the business relationship or in any trademarks, patents, copyrights or other intellectual property rights owned by MSD or any of its Affiliates. Contractor recognizes the validity of the title in the information made available by MSD and the trademarks, patents, copyrights and intellectual property rights owned by MSD or its Affiliates, whether registered or not.</p> | <p>(1) Ti Splošni pogoji poslovanja ali poslovno razmerje med strankami glede Predmeta v nobenem primeru ne podeljuje in se ne sme razlagati v smislu, da je izvajalcu podeljena lastninska pravica ali imetništvo, licenca ali druga pravica ali upravičenje glede informacij, ki jih izvajalcu da na voljo MSD v teku njunega poslovnega odnosa, ali glede blagovnih znamk, patentov ali drugih pravic intelektualne lastnine v lasti MSD ali njenih povezanih družb. Izvajalec potrjuje, da pravice in upravičenja glede informacij, ki jih da na voljo MSD, in glede blagovnih znamk, patentov, avtorskih pravic, pravic intelektualne lastnine pripadajo MSD ali</p>   |

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|  | njenim povezanim družbam, kar velja ne glede na to, ali so registrirane ali ne.  |
| (2) Furthermore, any and all discoveries and inventions, patentable or not, conceived or developed by the contractor in the course of the business relationship with MSD and relating to the Subject Matter including without limitation materials ("Inventions") shall become the sole and exclusive property of MSD and the contractor acknowledges that it shall have no rights with respect to such property, and shall promptly notify MSD of such Inventions and shall assign any such rights to MSD.  | (2) Nadalje, vsa odkritja, izumi, ne glede na to ali so patentibilni ali ne, ki jih je razvil izvajalec v teku poslovnega razmerja z MSD v povezavi s Predmetom, kar vključuje tudi gradiva (»Izumi«) postanejo izključna pravica oziroma lastnina MSD; izvajalec potrjuje, da v razmerju do takšne »lastnine« nima nikakršnih pravic, in da bo MSD o vsakem Izumu nemudoma obvestil ter nanjo prenesel vse pravice.   |
| (3) Each work prepared by the contractor within the scope of the contractual arrangement with MSD shall be considered a work made for hire for MSD. The contractor hereby assigns all of his or her worldwide rights, title and interest in the work, including all copyrights and other intellectual property rights and any renewals thereto, to MSD, effective from the moment of creation, for use in any and all media, now known or later developed, with or without modification, and with or without attribution, and the contractor agrees to execute such documents as may be requested by MSD to confirm such assignment.   | (3) Vsako delo, ki ga bo izvajalec izvedel v okviru pogodbenega razmerja z MSD, se šteje za delo narejeno po naročilu MSD. Izvajalec s temi Splošnimi pogoji poslovanja na MSD teritorialno neomejeno prenaša vse svoje pravice, pravne naslove in upravičenja na takšnem delu, vključno z avtorskimi pravicami in pravicami intelektualne lastnine in vsemi njihovimi posodobitvami in predelavami, z učinkom od trenutka, ko je bilo delo ustvarjeno in za uporabo na vseh nosilcih, ki so znani v tem trenutku ali ki bodo morebiti razviti v prihodnosti, z ali brez prilagoditev, in z ali brez pripisa avtorstva, izvajalec pa se strinja, da bo podpisal vse dokumente, ki so potrebni za potrditev takšnega prenosa.   |
| <b>§ 12</b>  | <b>§ 12</b>  |
| <b>Data Privacy</b>  | <b>Varstvo podatkov</b>  |
| MSD, in its commitment to protecting the privacy and security of Personal Information, shall comply with all applicable laws, rules and regulations, including without limitation all applicable data protection and privacy laws, rules and regulations, as amended from time to time with respect to the privacy and security of Personal Information about contractor, its employees and principals which is shared by contractor with MSD for the purposes of carrying out the contractual arrangement with MSD. Accordingly, MSD may use and transmit (either in hand copy or electronically) such Personal Information, to Merck & Co., Inc. and/or any and all of its Affiliates or agents worldwide for the above purposes, and to keep track of MSD interactions with contractor, its employees and principals including in countries that do not have an adequate law protecting these types of data. MSD may also disclose Personal Information as required by regulatory agencies or otherwise under | MSD je zavezan k varovanju zasebnosti in varovanju Osebnih podatkov in bo ravnal v skladu z vsemi veljavnimi zakoni in predpisi, med drugim z zakoni in predpisi o varstvu osebnih podatkov in zasebnosti, vključno z vsemi spremembami in dopolnitvami v povezavi z zasebnostjo in varnostjo Osebnih podatkov o izvajalcu, njegovih zaposlenih in principalih, ki jih pogodbenih deli z MSD zaradi izpolnjevanja pogodbenih zavez z MSD. Glede na navedeno lahko MSD (bodisi v fizični obliki ali elektronsko) te Osebnne podatke uporablja in prenese družbi Merck & Co. in/ali njenim povezanim družbam ali agentom po celem svetu za prej navedene namene, in za spremljanje MSD razmerja s izvajalcem, njegovimi zaposlenimi in principalami, kar vključuje tudi države, ki nimajo ustrezne zakonodaje za zaščito tovrstnih podatkov. MSD lahko nadalje razkrije Osebnne podatke, če to zahtevajo regulatorni organ ali če se to sicer zahteva na podlagi zakona. |

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| <p>applicable laws. Upon request, contractor, its employees and principals can exercise the rights of access, rectification and erasure, restriction of processing, to object.</p>   | <p>Izvajalec, njegovi zaposleni in principalali lahko uveljavljajo pravico do dostopa, popravka, izbrisa, omejitve obdelave in ugovora.</p>   |
| <p>"Personal Information" shall mean any information or set of information in any format that identifies, or is used by or on behalf of MSD to identify, an individual. Personal Information does not include information that has been encoded such that individuals are no longer identifiable. However, publicly available information on an individual that can identify such individual shall also be deemed as Personal information.</p>   | <p>»Osebni podatek« pomeni katero koli informacijo ali zbir informacij v kakršni koli obliki, ki določa (identificira) posameznika, ali ki jih MSD (ali v imenu MSD) uporablja za določanje (identifikacijo) posameznika. Osebni podatki ne vključujejo informacij, ki so bile šifrirane na način, da posameznika ni več mogoče določiti. Kot Osebni podatki se štejejo tudi javno dostopne informacije o posamezniku, ki določajo tega posameznika.</p>  |
| <p>Contractor shall, throughout the term of these General Terms and Conditions, comply with all applicable data protection and privacy laws, rules and regulations, as amended from time to time, with respect to the collection, use, storage, transfer, modification, deletion, disclosure and/or other processing of any Personal Information under these General Terms and Conditions.</p> <p>In the event that contractor shall provide Personal Information to MSD, contractor represents and warrants that it is not violating any applicable laws, rules or regulations, or the rights of any individual or entity, by providing such Personal Information to MSD.</p> <p>Contractor shall notify MSD immediately of any accidental, unlawful or unauthorized uses or disclosures of Personal Information of which it becomes aware.</p> <p>No Personal Information other than the information necessary for contractor to carry out the services hereunder shall be provided to MSD by contractor under these General Terms and Conditions.</p> | <p>Izvajalec bo v času trajanja teh Splošnih pogojev poslovanja, deloval skladno z vsemi veljavnimi zakoni in predpisi glede varstva osebnih podatkov in zasebnosti, vključno z vsemi spremembami in dopolnitvami glede zbiranja, uporabe, hrambe, prenosa, spremembe, uničenja, razkritja in/ali druge obdelave Osebnih podatkov iz teh Splošnih pogojev poslovanja.</p> <p>V primeru, da izvajalec posreduje osebne podatke MSD, izvajalec jamči in zagotavlja, da s tem, ko te podatke posreduje MSD, ne krši veljavnih zakonov in drugih predpisov, ali pravic posameznikov ali drugih subjektov.</p> <p>Izvajalec je dolžan MSD nemudoma obvestiti o vsaki naključni ali nezakoniti ali nepooblaščen uporabi ali razkritju Osebnih podatkov, za katero izve.</p> <p>Na podlagi teh Splošnih pogojev poslovanja izvajalec MSD ne bo posredoval nobenih drugih Osebnih podatkov, razen tistih, ki so potrebni za to, da izvajalec izvede storitve.</p> |
| <p>Contractor represents that it has the right or legal basis under applicable data protection and privacy laws, rules and regulations, to provide to MSD and to utilize the Personal Information as contemplated under these General Terms and Conditions.</p>  | <p>Izvajalec jamči, da ima na podlagi veljavnih zakonov in predpisov o varstvu osebnih podatkov in zasebnosti, pravico oziroma pravno podlago, pravico, da Osebne podatke posreduje in uporablja kot je določeno v teh Splošnih pogojih poslovanja.</p>   |
| <p>Contractor shall use best efforts to ensure that that all Personal Information is accurate, and shall where necessary update Personal Information which is inaccurate or incomplete.</p>  | <p>Izvajalec si je dolžan po najboljših močeh prizadevati, da zgotovi, da so vsi Osebni podatki točni in da Osebne podatke, ki so netočni ali nepopolni ustrezno popravi ali dopolni.</p>   |

The Contractor may perform tasks related to the processing of Personal Information transmitted by MSD or obtained from individuals on behalf of MSD. In this case the contractor processes Personal Information on behalf of MSD.

When processing personal data on behalf of MSD in connection with the General Terms and conditions the contractor shall:

- execute the "Description of processing as follows:

Personal data: [General description of relevant personal data]

Categories of personal data: [Specification the type of personal data involved, e.g. identification and contact details, health information etc.]

Categories of data subjects: [Description of general categories of data subjects]

Processing operations: [Description of the general nature of what processing activities the contractor will be performing.]

Purpose of processing: [Description of the purpose of the processing, e.g. to provide the services under General Terms and Conditions.]

Subcontractors: [If applicable, details of approved subcontractors.]

- only process Personal data on MSD's documented instructions unless required otherwise by EU Member State law in which case contractor shall inform MSD of that legal requirement before commencing processing unless that law prohibits such information on important grounds of public interest;
- immediately inform MSD if the contractor is of the opinion that an instruction of

Izvajalec lahko izvaja tudi naloge povezane z obdelavo Osebnih podatkov, ki mu jih je posredovala MSD ali jih je prejel od posameznikov v imenu MSD. V tem primeru izvajalec Osebnih podatke obdeluje v imenu MSD.

V primeru obdelave osebnih podatkov v imenu MSD na podlagi teh Splošnih pogojev poslovanja je izvajalec dolžan:

- skleniti »Opis obdelave« z naslednjo vsebino:

Osebni podatki: [splošen opis predmetnih Osebnih podatkov]

Vrste osebnih podatkov: [Opredelitev vrste osebnih podatkov, npr. identifikacijski in kontaktni podatki, zdravstveni podatki ipd.]

Vrste posameznikov: [Opis splošnih vrst posameznikov, na katere se nanašajo osebni podatki]

Dejavnost obdelave: [Opis splošne narave dejavnosti obdelave, ki jih bo izvajal izvajalec.]

Namen obdelave: [Opis namena obdelave, npr. Izvajanje storitev po Splošnih pogojih poslovanja.]

Podizvajalci: [V kolikor je relevantno, odobrene podizvajalce.]

- obdelovati Osebnih podatke le v skladu z dokumentiranimi navodili MSD, razen če določila merodajne zakonodaje države članice EU določajo drugače; o teh zakonskih zahtevah bo izvajalec MSD obvestil pred začetkom obdelave, razen če zakon takšno obvestilo zaradi pomembnih razlogov javnega interesa prepoveduje;
- nemudoma obvestiti MSD, če izvajalec meni, da navodila MSD glede obdelave osebnih podatkov kršijo zakonodajo s področja varstva osebnih podatkov;
- zagotoviti, da so vsi izvajalčevi sodelavci, ki imajo dostop do Osebnih podatkov, ustrezno zavezani k varovanju zaupnosti;

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| <p>MSD regarding processing Personal data infringes data protection legislation;</p> <ul style="list-style-type: none"> <li>• ensure that all contractor's personnel who have access to personal data are subject to suitable confidentiality obligations;</li> <li>• not disclose or transfer Personal data to any third party without MSD's written prior consent except where such disclosure or transfer is to an agent or subcontractor which, prior to such disclosure, has agreed by written contract to be bound by obligations that are no less onerous than the obligations set out in this General Terms and Conditions. The contractor shall inform MSD of any such agent or subcontractor; if MSD objects to the choice of a subcontractor, MSD shall notify the contractor of its objections in writing within ten 14 days of receipt of information from the contractor and shall be entitled to terminate the contractual relationship with immediate effect and without liability in the event the contractor does not take into consideration MSD's objections;</li> <li>• be fully responsible for all acts or omissions of its employees, agents, and subcontractors in the same manner as for its own acts or omissions;</li> <li>• implement and maintain technical and organizational measures to prevent a personal data breach as set in this Article;</li> <li>• in the event of an actual or reasonably suspected personal data breach, the contractor shall notify MSD without undue delay (and in any event within 24 hours) and, at its sole cost and expense, undertake all remediation efforts necessary to rectify and prevent a recurrence of the personal data breach;</li> <li>• promptly notify MSD without undue delay, and in any event within 24 hours, of any request:       <ul style="list-style-type: none"> <li>○ for information from or complaint by a data protection authority in relation to Personal data; and</li> <li>○ to contractor by a data subject to exercise rights such as to access, rectify, amend, correct, share, delete or cease processing his or her personal data;</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• ne razkriti ali prenesti Osebnih podatkov tretji osebi brez predhodnega pisnega soglasja MSD, razen če gre za razkritje ali prenos osebi ali podizvajalcu, ki se je pisno zavezal k spoštovanju obveznosti, ki so vsaj tako zavezujoče, kot obveznosti iz teh Splošnih pogojev poslovanja. Izvajalec bo o vseh teh subjektih predhodno pisno obvestil MSD; če MSD nasprotuje izbiri podizvajalca, bo MSD izvajalca o svojem ugovoru pisno obvestil v roku 14 dni po prejemu obvestila s strani izvajalca; MSD je upravičena odpovedati pogodbeno razmerje z takojšnjim učinkom in brez odgovornosti, v primeru, da izvajalec ne upošteva ugovora MSD;</li> <li>• je v celoti odgovoren za vsa dejanja in opustitve svojih zaposlenih, agentov in podizvajalcev v enakem obsegu kot za svoja lastna dejanja ali opustitve;</li> <li>• izvajati in vzdrževati tehnične in organizacijske ukrepe za preprečevanje kršitev osebnih podatkov, ki so navedene v tem členu;</li> <li>• v primeru dejanske kršitve osebnih podatkov ali utemeljenega suma kršitve varstva osebnih podatkov je dolžan izvajalec MSD nemudoma (najkasneje pa v 24 urah) obvestiti in na svoje stroške izvesti vse ustrezen ukrepe, da omeji in prepreči nadaljevanje kršitve;</li> <li>• nemudoma, vendar najkasneje v 24 urah obvestiti MSD v primeru zahteve:       <ul style="list-style-type: none"> <li>○ za zagotovitev podatkov ali pritožbe s strani nadzornega organa v povezavi z Osebnimi podatki;</li> <li>○ do izvajalca s strani posameznika glede izvajanja pravic, kot so pravica do dostopa, popravka, spremembe, posredovanja, izbrisa, prenehanja obdelave njegovih osebnih podatkov.</li> </ul> </li> <li>• MSD zagotoviti pomoč, ki je potrebna da MSD izpolni svoje obveznosti po zakonodaji o varstvu osebnih podatkov (med drugim, pri odgovarjanju na zahteve posameznikov, ki izvršujejo svoje pravice, pri izvajanju ocene učinka in pri posvetovanju s pristojnimi organi);</li> </ul> |
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| <ul style="list-style-type: none"> <li>• provide all assistance to MSD as reasonably necessary for MSD to meet its obligations under data protection legislation (including, in responding to requests from data subjects exercising their rights, conducting data protection impact assessments and consulting with competent authorities);</li> <li>• at the choice of MSD, promptly delete or return all Personal data on MSD's request or the termination of the Agreement, unless required otherwise by applicable law;</li> <li>• upon MSD's request, make available information reasonably necessary to demonstrate compliance with this General Terms and Conditions, and allow for MSD or another auditor mandated by MSD to audit compliance with this General Terms and Conditions; and</li> <li>• process personal data only within the European Economic Area.</li> </ul> | <ul style="list-style-type: none"> <li>• po izbiri MSD, nemudoma izbrisati ali vrniti vse Osebne podatke bodisi na zahtevo MSD bodisi ob prenehanju pogodbenega razmerja, razen v kolikor zakon narekuje drugače;</li> <li>• na zahtevo MSD predložiti vse podatke, ki so razumno potrebni, da izkaže, da izvajalec ravna skladno s temi Splošnimi pogoji poslovanja ter dovoliti, da MSD ali druga oseba, ki jo za to zadolži MSD, preveri skladnost s temi Splošnimi pogoji poslovanja; in</li> <li>• obdelovati Osebne podatke le znotraj EU in Evropskega gospodarskega prostora.</li> </ul> |
| <p>In accordance with this Article the parties ensure the protection of Personal Information and undertake to respect technical and organizational measures relating to the protection of Personal Information, namely:</p>  | <p>V skladu s tem členom stranki zagotavljata varstvo Osebnih podatkov in se zavezujeta, da bosta izvajali tehnične in organizacijske ukrepe za zaščito Osebnih podatkov, in sicer:</p>  |
| <p>- Protection of premises, equipment and system software including with I/O units, from any unauthorized person or accesses from local network or from elsewhere:</p>  | <p>- Varstvo prostorov, opreme in systemske programske opreme, vključno z I/O enotami, pred nepooblaščenimi osebami ali nepooblaščenim dostopom iz lokalnega ali drugega omrežja:</p>  |
| <ul style="list-style-type: none"> <li>○ Entry to corporate premises shall be locked and guarded by a receptionist.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Vhod v službene prostore je zaklenjen in varovan z receptorjem.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Local network is secured and can only be accessed by a user with a username registered in the local system on the computer, registered in corporate domain.</li> </ul>  | <ul style="list-style-type: none"> <li>○ Lokalno omrežje je zaščiten, tako da do njega lahko dostopa le uporabnik z uporabniškim imenom registriranim na lokalnem sistemu na računalniku, ki je registriran na službeni domeni.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Remote access to local network shall be either disabled or secured with highest security measures.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Oddaljen dostop do lokalnega omrežja je bodisi onemogočen ali pa zaščiten z najstrožjimi varnostnimi ukrepi.</li> </ul>   |
| <ul style="list-style-type: none"> <li>○ Server room shall be separated and locked. Access shall be allowed to an authorized person only.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Strežniška soba je ločena in zaklenjena. Dostop je dovoljen le pooblaščenim osebam.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ All computers shall be automatically locked after 5 minutes of inactivity. A username and a password shall be required for login.</li> </ul>  | <ul style="list-style-type: none"> <li>○ Vsi računalniki se avtomatično zaklenejo po 5 minutah neaktivnosti. Za prijavo se zahteva uporabniško ime in geslo.</li> </ul>  |
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| - protection of application software including with prevention of unauthorized access by individuals and local network users:   | - varstvo aplikacijske programske opreme vključno s preprečevanjem nepooblaščenega dostopa s strani posameznikov in uporabnikov lokalnega omrežja:  |
| <ul style="list-style-type: none"> <li>○ The application is installed only on computers of authorized persons and additionally protected by a username and a password.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Aplikacije na računalnike nameščajo le pooblašcene osebe, zagotovljena je dodatna zaščita preko uporabniškega imena in gesla.</li> </ul>   |
| - prevention of unauthorized access to Personal Information during transmission within the local network:   | - preprečevanje nepooblaščenega dostopa do Osebnih podatkov med prenosom znotraj lokalne mreže:   |
| <ul style="list-style-type: none"> <li>○ Information shall be stored on network server. Only authorized employees shall have applicative access to such information.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Podatki se shranjujejo na omrežnem strežniku. Le pooblašчени zaposleni imajo aplikativen dostop do teh podatkov.</li> </ul>  |
| - control and surveillance of traffic and communications  | - kontrola in nadzor nad prometom in sporočili  |
| <ul style="list-style-type: none"> <li>○ Data shall be transmitted only within the private network.</li> </ul>  | <ul style="list-style-type: none"> <li>○ Podatki se prenašajo le znotraj zasebnega omrežja.</li> </ul>  |
| - ensuring effective way of restriction of processing, destruction, erasure of information on all media after the statutory period for storing data on individuals and their data:  | - zagotavljanje učinkovitega načina za omejitev obdelave, uničenje, izbris podatkov na vseh nosilcih po preteku zakonskih rokov za hrambo podatkov o posameznikih:  |
| <ul style="list-style-type: none"> <li>○ Upon request by MSD all data shall be erased from all media with eight (8) days and written confirmation thereof shall be provided by the Contractor to MSD.</li> </ul>  | <ul style="list-style-type: none"> <li>○ Na podlagi zahteve MSD se vse podatke izbriše iz vseh nosilcev v roku osmih (8) dni, kar izvajalec MSD pisno potrdi.</li> </ul>  |
| - ensuring control and access supervision at the level of physical access to data:  | - zagotavljanje nadzora in kontrole nad dostopom na ravni fizičnega dostopa do podatkov:  |
| <ul style="list-style-type: none"> <li>○ Questionnaires and other physical media with Personal Information shall be stored in premises to which only authorized persons shall have access. The Contractor shall keep detailed records of access by any person to such information.</li> </ul> | <ul style="list-style-type: none"> <li>○ Vprašalniki in drugi fizični nosilci z Osebnimi podatki se hranijo v prostorih, do katerih imajo dostop le pooblašcene osebe. Izvajalec vodi natančno evidenco vpogledov posameznih oseb to teh informacij.</li> </ul> |
| - ensuring control and access supervision of local network access to data:  | - zagotavljanje nadzora in kontrole nad dostopom do podatkov preko lokalnega omrežja:   |
| <ul style="list-style-type: none"> <li>○ Any access to information shall be recorded by the server and also any attempt to access information shall be recorded at the level of network.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Vsak dostop do podatkov se zabeleži na strežniku, prav tako se zabeleži vsak poskus dostopa do podatkov na ravni omrežja.</li> </ul>   |
| - protecting local networks from unauthorized intrusions or interventions and approaches:   | - varovanje lokalnih omrežij pred nepooblaščenimi vdorom, posegom ali   |

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|  | pristopom:  |
| <ul style="list-style-type: none"> <li>○ Access to local network shall be allowed only to units registered in the local domain.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Dostop do lokalnega omrežja je dovoljen le enotam registriranim na lokalnih domenah.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ Server and units on which the application is installed shall not be connected and shall not form part of the wireless network (WLAN).</li> </ul>  | <ul style="list-style-type: none"> <li>○ Strežnik in enote, na katerih so nameščene aplikacije niso povezane in ne predstavljajo del brezžičnega omrežja (WLAN).</li> </ul>   |
| - secured data transfer over public networks   | - varen prenos podatkov preko javnih omrežij  |
| <ul style="list-style-type: none"> <li>○ MSD uses VPN (Virtual private network) for secured transfer of data whilst the Contractor shall use Open VPN (Open virtual private network) as the mode of security</li> </ul>  | <ul style="list-style-type: none"> <li>○ MSD kot varnostni mehanizem uporablja VPN («Virtual private network» za varen prenos podatkov, izvajalec pa uporablja »odprti« VPN (Open virtual private network).</li> </ul>  |
| (9) In addition to measures referred to in the preceding paragraphs both parties shall adopt further measures necessary to protect Personal Information in accordance with the highest expert and professional standards of good expert and entrepreneur.  | (9) Poleg ukrepov iz prejšnjih odstavkov sta dolžni obe stranki sprejeti nadaljnje ukrepe, ki so potrebni za varstvo Osebnih podatkov v skladu z najvišjimi strokovnimi in profesionalnimi standardi dobrega strokovnjaka in dobrega gospodarstvenika.  |
| <b>§ 13</b>  | <b>§ 13</b>   |
| <b>Data Integrity</b>  | <b>Celovitost podatkov</b>  |
| Any documentation or data relevant to activities performed must be attributable, original, accurate, legible, complete, controlled, retrievable and safe from intentional or unintentional manipulation or loss. These items are required throughout the retention period of such data/documentation.  | Vsa dokumentacija ali podatki, ki so potrebni za izvedene aktivnosti morajo biti pripisljivi, izvorni, točni, čitljivi, popolni, pod nadzorom, zmožni ponovne pridobitve / vzpostavitve in varni pred namernim ali nenamernim prirejanjem (manipulacijo) ali izgubo. Te obveznosti zavezujejo ves čas obdobja hrambe takšnih podatkov / dokumentacije.  |
| <b>§ 14</b>  | <b>§ 14</b>   |
| <b>Publicity</b>   | <b>Objava</b>   |
| (1) Contractor agrees not to advertise or otherwise make known to others the existence or the terms of the contractual arrangements with MSD or that contractor is providing services to MSD. Contractor further agrees not to use or reference in any advertising, sales promotion, press release or other communication, any MSD company, product, or representative name, endorsement, direct or indirect quote, code, drawing, logo, trademark, tradename, specification, or picture without the prior written consent of MSD or any Affiliates. Where contractor's consent is required for the use by MSD in connection with the Subject Matter of its name, such consent shall not be unreasonably withheld, | (1) Izvajalec se strinja, da ne bo oglaševal ali drugače seznanil drugih z obstojem, pogoji pogodbenega razmerja z MSD, prav tako jih ne bo seznanil s tem, da izvajalec MSD zagotavlja storitve. Izvajalec se nadalje strinja, da pri oglaševanju, prodajnih promocijah, sporočilih za novinarje ali v drugi komunikaciji ne bo uporabil ali kot referenco navedel MSD družbe, produkta, ali ime predstavnika, potrdila, neposrednega ali posrednega plačila, kode, risbe, logotipa, blagovne znamke, trgovskega imena, specifikacije ali slike brez predhodnega pisnega soglasja MSD ali njenih povezanih družb. V primeru, da mora MSD za uporabo izvajalčeva imena v povezavi s Predmetom pridobiti izvajalčevo soglasje, |



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| and provided that contractor does not determine that such use would be prejudicial to the reputation or good will of contractor in its capacity as a professional organization.   | izvajalec soglasja brez utemeljenega razloga ne bo zavrnil, pod pogojem, da izvajalec ne utemelji, da bi bila takšna uporaba škodljiva za ugled in dobro ime izvajalca v svojstvu poklicne organizacije.   |
| (2) The contractor is prohibited from any communication with the media whatsoever with regard to the contractual arrangement with MSD, without prior written consent by MSD.  | (2) Izvajalcu je prepovedana vsakršna komunikacija z mediji glede pogodbenega razmerja z MSD brez predhodnega pisnega soglasja MSD.  |
| <b>§ 15</b>   | <b>§ 15</b>  |
| <b>Ethical Business Practice</b>  | <b>Etična Poslovna praksa</b>  |
| (1) The contractor represents that the contractor's engagement pursuant to the contractual arrangement with MSD is in compliance with the applicable Code of Ethics and the laws of the jurisdiction in which the Contractor resides and practises.   | (1) Izvajalec jamči, da je njegovo sodelovanje v pogodbenem razmerju z MSD skladno z veljavnim kodeksom etike in zakoni države, v kateri izvajalec deluje in v kateri ima sedež oziroma prebivališče.  |
| (2) In performing its obligations pursuant to their contractual arrangements, the Parties acknowledge that the corporate policy of MSD and its Affiliates requires that MSD's business be conducted within the letter and spirit of the law. By entering into a contractual arrangement with MSD, the contractor agrees to conduct the business contemplated herein in a manner which is consistent with all applicable laws, including the U.S. Foreign Corrupt Practices Act, good business ethics and the Ethical Business Practices Policy of MSD as defined in this Article and as communicated to contractor by MSD or one of its Affiliates from time to time.   | (2) V zvezi z izvrševanjem obveznosti iz pogodbenega razmerja stranki potrjujeta, da korporativna pravila MSD in njenih povezanih družb zahtevajo, da je poslovanje MSD skladno z vsebino in duhom zakonodaje. S sklenitvijo pogodbenega razmerja z MSD se izvajalec strinja, da bo poslovanje, določeno v teh Splošnih pogojih poslovanja izvajal na način, ki je skladen z vsemi relevantnimi zakoni, vključno z ameriškim zakonom »Foreign Corrupt Practices Act«, poslovno etiko in MSD Pravilnikom o etičnih poslovnih praksah »Ethical Business Practices Policy«) kot določeno v tem členu in kot izvajalca o tem obvesti MSD ali ena izmed njenih povezanih družb.   |
| (3) Specifically, the Parties warrant that in connection with the contractual arrangement with MSD, they, their directors, their employees, their officers, and anyone acting on their behalf shall not offer, make or promise any payment, either directly or indirectly, of money or other assets (hereinafter collectively referred to as "Payment"), to any government, political party or international organization official, candidate or persons acting on behalf of any of the foregoing or directly associated with them including their staff, business partners, close associates and family (hereinafter collectively referred to as "Officials") where such Payment would constitute a violation of any applicable law or MSD Ethical Business Practice | (3) Stranki zlasti jamčita, da v povezavi s pogodbenim razmerjem z MSD, stranki, njihovi direktorji, zaposleni, člani drugih organov, prokuristi ali druge osebe, ki delujejo v njihovem imenu, ne bodo obljubljale, izvedle ali ponujale nobenega plačila, niti neposredno niti posredno, ne v denarju in ne v drugi obliki (v nadaljevanju skupaj kot »Plačilo«), nobenemu državnemu ali javnemu uslužbencu ali funkcionarju, uslužbencu ali funkcionarju politične stranke ali mednarodne organizacije, kandidatu, osebi, ki nastopa v imenu kateregakoli izmed navedenih ali osebi, ki je s temi osebami neposredno povezana, kar vključuje njihove uslužbenke, poslovne partnerje, tesne sodelavce, prijatelje in družino (v nadaljevanju |

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| <p>Policy. In addition, regardless of legality, the Parties shall make no Payment, either directly or indirectly, to Officials if such Payment is for the purpose of influencing decisions or actions with respect to the subject matter of the contractual arrangement or the business activities of MSD and/or the contractor.</p>  | <p>skupaj: »Funkcionarji«), če bi takšno Plačilo predstavljajo kršitev zakona ali MSD Pravilnika o etičnih poslovnih praksah. Nadalje, ne glede na zakonitost, stranki ne bosta izvedli Plačil, ne neposredno in ne posredno, Funkcionarjem, če je namen takšnega plačila vplivanje na odločitve ali ukrepe glede predmeta pogodbenega razmerja ali poslovnih aktivnosti MSD in/ali izvajalca.</p>   |
| <p>(4) The contractor represents and warrants that to the best of its knowledge they have provided complete and accurate information and documentation to MSD, its affiliates, and their personnel in the course of any due diligence that was conducted, including disclosure of any officers, employees, owners, or persons directly or indirectly retained by contractor who are Officials or family relatives of Officials. The contractor shall make all further disclosures as necessary to ensure the information provided remains complete and accurate for the duration of the engagement. The contractor further covenants that any future information and documentation submitted as part of further due diligence or a certification shall be complete and accurate to the best of its knowledge.</p> | <p>(4) Izvajalec jamči in zagotavlja, da je po njegovem najboljšem vedenju MSD, njenim povezanim osebam in njihovim zaposlenim v okviru skrbnega pregleda, ki je bil izveden, zagotovil popolne in točne informacije ter dokumentacijo, kar vključuje tudi razkritje vseh članov organov in prokuristov, zaposlenih, lastnikov, ali oseb, ki neposredno ali posredno delajo za izvajalca, ki so Funkcionarji ali sorodniki Funkcionarjev. Izvajalec je dolžan posredovati tudi nadaljnja razkritja, ki so potrebna, da se zagotovi, da posredovane informacije ostanejo popolne in točne ves čas trajanja pogodbenega razmerja. Izvajalec se nadalje zavezuje, da bodo tudi vse bodoče informacije in dokumentacija, ki bodo predložene kot del nadaljnjega skrbnega pregleda ali potrjevanja po njegovem najboljšem vedenju popolne in točne.</p> |
| <p>(5) The contractor represents, warrants, and covenants that all books, records, invoices, and other documents relating to payments and expenses within the scope of the contractual arrangement with MSD are and shall be complete and accurate and reflect in reasonable detail the character and amount of transactions and expenditures.</p>  | <p>(5) Izvajalec jamči, zagotavlja in se zavezuje, da so in da bodo knjige, evidence, računi in drugi dokumenti povezani s plačili in stroški v okviru pogodbenega razmerja z MSD popolne in točne in da bodo v razumnem obsegu izražale vsebino (lastnosti) in znesek transakcij in stroškov.</p>   |
| <p>(6) The contractor further represents, warrants and agrees that no "off the books" or other similar funds will be maintained or used in connection with the contractual arrangement with MSD. Except as expressly provided for in the agreement, the contractor shall not hire or retain any Officials.</p>  | <p>(6) Izvajalec nadalje jamči, zagotavlja in se strinja, da v povezavi s pogodbenim razmerjem z MSD ne bo imel in ne bo uporabljal »neknjiženih« sredstev ali drugih podobnih sredstev. Razen v kolikor je v tej pogodbi izrecno določeno, izvajalec ne bo zaposloval ali angažiral Funkcionarjev.</p>  |
| <p>(7) The contractor agrees to ensure that all of contractor's employees, agents and subcontractors involved in performing the obligations under the contractual arrangement with MSD are made specifically aware of the compliance requirements under this Article, including without limitation, by participation of such employees, agents and subcontractors in mandatory training to be conducted by the contractor regarding such requirements prior to performing any obligations</p>   | <p>(7) Izvajalec soglaša, da bo zagotovil, da bodo vsi izvajalčevi zaposleni, agenti (zastopniki) in podizvajalci, ki so vključeni v izvajanje obveznosti iz tega pogodbenega razmerja z MSD podrobno seznanjeni z zahtevami glede skladnosti iz tega člena; med drugim so se dolžni ti zaposleni agenti (zastopniki) in podizvajalci udeležiti obveznega usposabljanja, ki ga izvede izvajalec glede teh zahtev, preden začnejo izvajati kakršnekoli obveznosti iz pogodbenega razmerja z MSD.</p>  |

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| under the contractual arrangement. The contractor agrees and obliges to ensure that any of its agents or subcontractors shall implement and/or sustain a compliance program, to comply with the requirements of this Article and to maintain adequate records of such compliance program.   | Izvajalec se strinja in se zavezuje, da bo zagotovil, da vsi agenti (zastopniki) in podizvajalci izvajajo in/ali vzdržujejo program skladnosti za izpolnjevanje zahtev iz tega člena in da vzdržujejo ustrezne evidence v zvezi s tem programom skladnosti.   |
| (8) MSD shall have the right to audit the books and records of the contractor to ensure compliance with this Article for the period of two years following termination or cancellation of the relevant contractual arrangement with MSD.  | (8) MSD ima pravico do revizije knjig in evidenc izvajalca zaradi zagotavljanja skladnosti s tem členom, in sicer še dve leti po prenehanju ali odpovedi posameznega pogodbenega razmerja z MSD.  |
| (9) Without prejudice to any other remedies that may be available, MSD shall have the right to terminate this Agreement immediately upon any violation of this Article or any breach of a representation or warranty contained herein.  | (9) Poleg ostalih zahtevkov in pravnih sredstev, ki so na voljo, ima MSD pravico, da v primeru kakršnekoli kršitve tega člena ali kršitve kateregakoli jamstva ali zagotovila iz tega člena to Pogodbo nemudoma odpove.   |
| (10) In addition to all other remedies and indemnities provided for in these General terms and Conditions, contractor shall indemnify and hold MSD and its Affiliates harmless from and against any and all liabilities (including all costs and reasonable attorneys' fees associated with defending against such claims) that may arise by reason of the acts or omissions of contractor or third parties acting on contractor's behalf which would constitute a violation of this Article.   | (10) Poleg odškodninskih in drugih zahtevkov in pravnih sredstev, ki so določeni v teh Splošnih pogojih poslovanja, je dolžan izvajalec MSD in njenim povezanim družbam povrniti škodo in braniti pred odgovornostjo (vključno z vsemi stroški in razumnimi odvetniškimi nagradami, ki so povezani z obrambo pred takšnimi zahtevki), ki bi nastali kot posledica dejanj ali opustitev izvajalca ali tretjih oseb, ki delujejo v imenu izvajalca, in ki predstavljajo kršitev tega člena.   |
| <b>§ 16</b>   | <b>§ 16</b>   |
| <b>Contractor Performance Expectations</b>  | <b>Pričakovanja glede izvedbe s strani izvajalca</b>  |
| MSD shall endeavour that MSD and all its contractors are subject to the highest standards of efficiency, ethics and compliance with regulations, including fundamental human rights, which promote fair and equal treatment of all persons, provision of safe and healthy working conditions, respect for the environment, establishment of appropriate system of governance and management of operation in an ethical manner. The Contractor recognizes the significance of its ethical operation and behaviour when implementing its contractual obligations. Without prejudice to other Contractor's obligations MSD expects that the Contractor shall adhere to the spirit and the letter of MSD Business Partner Code of Conduct available at <a href="http://www.msd.com/about/how-we-operate/code-of-conduct/home.html">http://www.msd.com/about/how-we-operate/code-of-conduct/home.html</a> and Suppliers Performance Expectations available at <a href="http://www.msd.com/about/how-we-operate/code-of-conduct/home.html">http://www.msd.com/about/how-we-</a> | MSD si bo prizadeval, da so MSD in vsi njeni izvajalci podvrženi najvišjim standardom glede učinkovitosti, etike in skladnosti s predpisi, vključno s temeljnimi človekovimi pravicami, ki spodbujajo pošteno in enako obravnavo vseh oseb, določb o varnih in zdravih delovnih pogojih, spoštovanju okolja, vzpostavitvijo ustreznega sistema upravljanja in upravljanjem poslovanja na etičen način. Izvajalec pri izpolnjevanju svojih pogodbenih obveznosti pripoznava pomembnost navedenega etičnega ravnanja in obnašanja. Poleg ostalih izvajalčevih obveznosti MSD pričakuje, da bo izvajalec upošteval vsebino in duh MSD Kodeksa poslovanja za poslovne partnerje, ki je na voljo na <a href="http://www.msd.com/about/how-we-operate/code-of-conduct/home.html">http://www.msd.com/about/how-we-operate/code-of-conduct/home.html</a> in »Suppliers Performance Expectations«, ki je na voljo na <a href="http://www.msd.com/about/how-we-operate/code-of-conduct/home.html">http://www.msd.com/about/how-we-operate/code-of-conduct/home.html</a> . |

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| <a href="#">operate/code-of-conduct/home.html</a> .   |  |
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| <b>§ 17</b>   | <b>§ 17</b>  |
| <b>OFAC</b>   | <b>OFAC</b>  |
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| (1) The contractual arrangement with the contractor is not valid or automatically becomes invalid if the contractor is already or becomes listed in the OFAC list or if the contractor involves into the performance of its obligations under these General terms and Conditions any person or organization on the OFAC list. OFAC means: The Office of Foreign Assets Control of the U.S. Department of Treasury; see <a href="http://www.ustreas.gov/offices/enforcement/ofac/">http://www.ustreas.gov/offices/enforcement/ofac/</a> under "Specially Designated Nationals List" (SDN List)."   | (1) Pogodbeno razmerje s izvajalcem ni veljavno oziroma avtomatično preneha veljati, če je izvajalec uvrščen ali se ga kasneje uvrsti na seznam OFAC ali, če izvajalec pri izvajanju obveznosti po teh Splošnih pogojih poslovanja sodeluje z osebo ali organizacijo, ki je na OFAC seznamu. OFAC pomeni »Office of Foreign Assets Control of the U.S. Department of Treasury»; glej <a href="http://www.ustreas.gov/offices/enforcement/ofac/">http://www.ustreas.gov/offices/enforcement/ofac/</a> pod "Specially Designated Nationals List" (SDN List)."  |
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| <b>§ 18</b>   | <b>§ 18</b>  |
| <b>Right to Audit</b>   | <b>Pravica do revizije</b>   |
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| (1) Upon the written request of MSD, contractor shall permit an independent reputed auditing company appointed by MSD or its Affiliates to have access during normal business hours to the records of contractor, as may be reasonably necessary to verify the accuracy of any reports and/or payments made pursuant to these General Terms and Conditions or pursuant to contractual arrangement with MSD for any calendar year ending not more than thirty-six (36) months prior to the date of such request. Costs for such audit shall be paid by MSD, unless the audit has detected relevant material inaccuracy of such contractor's records.                     | (1) Na podlagi pisne zahteve MSD bo izvajalec dovolil neodvisni revizorski družbi, ki jo določi MSD ali njene povezane družbe, da v običajnem poslovnem času vpogleda v izvajalčeve knjige in evidence, kolikor je razumno potrebno za preverbo pravilnosti poročil in/ali plačil skladno s temi Splošnimi pogoji poslovanja in skladno s pogodbenim razmerjem z MSD, in sicer za katerokoli koledarsko leto, ki se je končalo šestintrideset (36) mesecev pred datumom zahteve. Stroške revizije plača MSD, razen če se pri reviziji odkrije pomembne nepravilnosti izvajalčevih knjig oziroma evidenc.                           |
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| <b>§ 19</b>   | <b>§ 19</b>  |
| <b>Liability/Indemnification/Insurance</b>  | <b>Odgovornost / odškodnina / zavarovanje</b>  |
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| (1) Neither party shall be responsible to the other or to any third party for any and all claims, actions, causes of action and liabilities (whether criminal or civil, in contract, tort or otherwise) losses, damages, costs or expenses, including reasonable attorneys' fees (hereinafter "Claims"), incurred by the other or any third party, and each party shall indemnify and hold the other and the Affiliates of the other harmless from any Claims resulting from the other party's actions. Each party shall immediately notify the other of any relevant Claims under this Section and shall confer with the other prior to the settlement of such Claims. | (1) Nobena stranka ne bo drugi stranki ali tretji osebi odgovorna za zahtevke, pravdne postopke, tožbe ali odgovornosti (kazenske, civilne, pogodbene, odškodninske ali druge), škodo, stroške, vključno z razumnimi odvetniškimi nagradami (v nadaljevanju »Zahtevki«), ki jih povzroči nasprotna stranka ali tretja oseba; vsaka stranka bo nasprotni stranki povrnila škodo in branila nasprotno stranko in povezane osebe pred Zahtevki, ki izhajajo iz dejanj nasprotne stranke. Vsaka stranka bo nasprotno stranko nemudoma obvestila o Zahtevkih iz tega člena in se bo z njo posvetovala pred poravnavo takšnih Zahtevkov. |
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| <p>(2) In no event will either party be liable for any punitive, special, indirect, consequential, incidental or exemplary damages or similar damages or losses incurred by the other party, including but not limited to lost profits, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if the party is advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen; provided however, that the foregoing limitation of liability shall not apply to (i) liabilities arising from either party's gross negligence, wilful misconduct, or breach of contractor's confidentiality obligations, and (ii) liability which is defined in Articles 3. and 4. of these General Terms and Conditions.</p>  | <p>(2) V nobenem primeru nobena stranka ni odgovorna za kazensko, posebno, posredno, posledično, naključno, eksemplarično ali podobno odškodnino drugi stranki, kar med drugim zajema izgubljeni dobiček, ne glede na to ali izvira iz kršitve pogodbe, jamstva, odškodnine, objektivne odgovornosti ali iz česa drugega, in ne glede na to ali je stranka seznanjena z možnostjo nastanka takšne škode oziroma bi lahko nastanek takšne škode predvidela; navedena omejitev odgovornosti pa ne velja za (i) odgovornosti, ki so posledica hude malomarnosti, naklepa ali kršitve izvajalčevih obveznosti glede varovanja zaupnosti, in (ii) odgovornosti, ki je definirana v 3. in 4. členu teh Splošnih pogojev poslovanja.</p>   |
| <p>(3) Contractor shall protect, defend, indemnify and hold harmless MSD, its Affiliates and their respective officers, directors, shareholders, employees and agents, and their respective successors and assigns (collectively referred to as the "Indemnified Parties") from any and all claims, actions, causes of action, liabilities, losses, costs, damages or expenses, including reasonable attorney's fees (collectively "Losses"), which directly or indirectly arise out of or relate to (i) each and every service performed by contractor in relation to the Service(s), (ii) breach by contractor of any of its covenants, representations and warranties; (iii) the negligence or wilful misconduct of contractor. For the purpose of this Paragraph 3, contractor will prove that it has fully complied with its obligations under these General terms and Conditions. This obligation shall survive the expiration, cancellation or other termination of these General terms and Conditions or other contractual arrangements as long as required by law.</p> | <p>(3) Izvajalec bo ščitil, preprečeval, povrnil škodo in branil MSD in njene povezane družbe ter njihove člane organov, prokuriste, direktorje, delničarje ali družbenike, zaposlene in agente (zastopnike) ter njihove pravne naslednike (skupaj kot »Oškodovanci«) pred vsemi zahtevki, pravnimi postopki, tožbami, odgovornostmi, škodo in stroški, vključno z razumnimi odvetniškimi nagradami (skupaj kot »Škoda), ki neposredno ali posredno izhaja ali je povezana z (i) izvedeno storitvijo izvajalca v povezavi s Storitvami, (ii) kršitvijo izvajalčevih zavez, jamstev in zagotovil; (iii) izvajalčevo malomarnostjo ali naklepom. Za namene tega 3. odstavka je dolžan izvajalec dokazati, da je v celoti ravnal skladno s svojimi obveznostmi iz teh Splošnih pogojev poslovanja. Te obveznosti ostanejo v veljavi tudi po izteku, odpovedi ali drugemu načinu prenehanja teh Splošnih pogojev poslovanja ali drugega pogodbenega razmerja, in sicer toliko časa, kot določa zakon.</p> |
| <p>(4) The contractor shall provide and pay on its own expense for any insurance which is needed to fulfil its obligations under these General terms and Conditions or contractual arrangement with MSD both due to contractual and legal reasons.</p>  | <p>(4) Izvajalec bo zagotovil in na svoje stroške poravnal zavarovanje, ki je potrebno za izpolnitev obveznosti iz teh Splošnih pogojev poslovanja oziroma pogodbenega razmerja z MSD, tako zaradi pogodbe kot tudi zaradi zakonskih razlogov.</p>  |
| <p style="text-align: center;"><b>§ 20</b><br/><b>Excluded Entities</b></p>   | <p style="text-align: center;"><b>§ 20</b><br/><b>Izključeni subjekti</b></p>   |
| <p>(1) Contractor represents and warrants that, as of the date of the commencement of its contractual arrangement with MSD or the commencement of validity of these General terms and Conditions, neither it, nor any of its officers, directors, Key</p>   | <p>(1) Izvajalec jamči in zagotavlja, da od datuma začetka pogodbenega razmerja z MSD ali začetka veljavnosti teh Splošnih pogojev, ni ne sam, niti noben izmed njegovih članov organov, prokuristov, direktorjev, Ključnih zaposlenih ali</p>  |

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| <p>Employees, or Key Subcontractors has been in violation of the regulations stated below. Contractor shall notify MSD in writing immediately if any such violation occurs or comes to its attention after the commencement of its contractual arrangement with MSD or the commencement of validity of these General terms and Conditions. If a violation exists with respect to any of contractor's officers, directors, Key Employees, or Key Subcontractors, contractor shall promptly remove such individual(s) or entities from performing any service, function or capacity related to the work, project, and services performed for MSD. MSD shall also have the right, in its sole discretion, to terminate the contractual arrangement with the contractor immediately in the event of any such violation.</p> | <p>Ključnih podizvajalcev, kršil predpisov določenih spodaj. Izvajalec bo MSD nemudoma pisno obvestil, če do takšne kršitve pride ali zanjo izve po začetku pogodbenega razmerja z MSD ali po začetku veljavnosti teh Splošnih pogojev poslovanja. V primeru da se kršitev nanaša na člana organa izvajalca, izvajalčevega prokurista, direktorja, Ključne zaposlene ali Ključne Podizvajalce, bo izvajalec te osebe ali subjekte nemudoma izločil iz izvajanja storitev, funkcije ali položaja, ki se nanaša na delo, projekt ali storitve, ki jih izvaja za MSD. MSD pa ima pravico, da se prosto odloči, ali bo pogodbeno razmerje z izvajalcem v primeru takšne kršitve nemudoma prekinil.</p> |
| <p>(2) For the purposes of these General terms and Conditions, term "Key Employee" shall mean any employee of contractor who performs any of the services or functions required to be performed by contractor pursuant to these General terms and Conditions.</p>   | <p>(2) Za namene teh Splošnih pogojev poslovanja pojem »Ključni zaposleni« pomeni vsakega zaposlenega pri izvajalcu, ki izvaja storitve ali naloge, ki jih je v skladu s temi Splošnimi pogoji poslovanja dolžan izvajati izvajalec.</p>   |
| <p>(3) For the purposes of these General terms and Conditions, term "Key Subcontractor" shall mean any individual or other entity which, as a subcontractor or agent of contractor, performs any of the services or functions required to be performed by Contractor pursuant to these General terms and Conditions.</p>  | <p>(3) Za namene teh Splošnih pogojev poslovanja, pojem »Ključni podizvajalci« pomeni vsakega posameznika ali drug subjekt, ki kot podizvajalec ali agent (zastopnik) izvajalca izvaja storitve ali naloge, ki jih je v skladu s temi Splošnimi pogoji dolžan izvajati izvajalec.</p>  |
| <p>The term violation shall mean that either contractor or any of its officers, directors, Key Employees or Key Subcontractors has been:</p>  | <p>Pojem kršitev pomeni, da je bil bodisi izvajalec, bodisi katerikoli od njegovih funkcionarjev, direktorjev, Ključnih zaposlenih ali Ključnih Podizvajalcev:</p>   |
| <p>- convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General website, including 42 U.S.C. 1320a-7(a) (<a href="http://oig.hhs.gov/fraud/exclusions/exclusion-authorities.html">http://oig.hhs.gov/fraud/exclusions/exclusion-authorities.html</a>);</p>   | <p>- obsojen kaznivega dejanja, določenega med »exclusion authorities« in uvrščen na seznam na spletni strani "U.S. Department of Health and Human Services, Office of Inspector General", vključno z 42 U.S.C. 1320a-7(a) (<a href="http://oig.hhs.gov/fraud/exclusions/exclusion-authorities.html">http://oig.hhs.gov/fraud/exclusions/exclusion-authorities.html</a>);</p>  |
| <p>- identified in the List of Excluded Individuals/Entities (LEIE) database (<a href="http://oig.hhs.gov/fraud/exclusions/listofexcluded.html">http://oig.hhs.gov/fraud/exclusions/listofexcluded.html</a>) on said website or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<a href="http://www.epls.gov">http://www.epls.gov</a>); or</p>   | <p>- uvrščen na seznamu »List of Excluded Individuals/Entities (LEIE) database« (<a href="http://oig.hhs.gov/fraud/exclusions/listofexcluded.html">http://oig.hhs.gov/fraud/exclusions/listofexcluded.html</a>) na spletni strani "General Services Administration's list of Parties Excluded from Federal Programs" (<a href="http://www.epls.gov">http://www.epls.gov</a>); ali</p>  |
| <p>- listed by any US Federal agency as being suspended, debarred, excluded, or otherwise</p>   | <p>- uvrščen na seznam pri katerikoli zvezni agenciji ZDA, kot suspendiran, izključen,</p>   |

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| ineligible to participate in Federal procurement or non-procurement programs.   | brez dovoljenja, ali drugače brez sposobnosti sodelovati v zveznih programih javnih ali drugih naročil.  |
| <b>§ 21</b>   | <b>§ 21</b>  |
| <b>Term</b>   | <b>Trajanje</b>  |
| (1) These General terms and Conditions shall remain in force for as long as there is a business relationship related to the Subject Matter between the Parties and shall apply, as their integral part, to any and all existing and future contracts between the Parties, unless expressly provided otherwise in writing in any such agreement between the Parties.   | (1) Ti Splošni pogoji veljajo ves čas poslovnega razmerja glede Predmeta med strankama in je sestavni del obstoječe ali bodoče pogodbe med strankama, razen če je v omenjeni pogodbi med strankama izrecno določeno drugače.   |
| <b>§ 22</b>   | <b>§ 22</b>  |
| <b>Notices</b>  | <b>Obvestila</b>   |
| (1) All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid air courier, sent by mail or sent by facsimile transmission.  | (1) Vsa obvestila in druga komunikacija, ki je določena ali dovoljena po teh Splošnih pogojih mora biti v pisni obliki in vročena osebno, poslana preko letalske pošte, po pošti ali faksu.  |
| <ul style="list-style-type: none"> <li>○ If notices are intended for the contractor, to the address specified as the business address of the contractor in the court register.</li> </ul>   | <ul style="list-style-type: none"> <li>○ Če so obvestila namenjena za izvajalca, na naslov, ki je kot poslovni naslov izvajalca naveden v sodnem registru.</li> </ul>  |
| <ul style="list-style-type: none"> <li>○ If notices are intended for MSD, to the address specified as MSD's business address in the court register.</li> </ul>  | <ul style="list-style-type: none"> <li>○ Če so obvestila namenjena MSD, na naslov, ki je kot MSD poslovni naslov določen v sodnem registru.</li> </ul>   |
| <b>§ 23</b>   | <b>§ 23</b>  |
| <b>Final Provisions</b>   | <b>Kočne določbe</b>   |
| Contractor shall be responsible for payment of any and all taxes on any and all income contractor receives from MSD under any agreement.  | Izvajalec je odgovoren za plačilo vseh davkov na vse prejemke, ki jih prejme od MSD na podlagi kateregakoli dogovora.  |
| If any provision of these General Terms and Conditions becomes invalid, ineffective or unenforceable, the remaining provisions of these General Terms and Conditions shall be valid to the extent reasonably possible. The invalid, ineffective or unenforceable provision shall be replaced by a valid, effective and enforceable provision which economically best meets the intention of the Parties. The same shall apply in case of an omission. | Če katera izmed določb teh Splošnih pogojev poslovanja postane neveljavna, neučinkovita ali neizvršljiva, ostanejo ostale določbe Splošnih pogojev poslovanja veljavne v največjem možnem obsegu. Neveljavna, neučinkovita oziroma neizvršljiva določba se nadomesti z veljavno, učinkovito in izvršljivo določbo, ki ekonomsko najbolj ustreza namenu, ki ga zasledujeta stranki. Enako velja v primeru praznine. |
| Without limiting the generality of Article 2 paragraph 6 of these General Terms and   | Brez poseganja v splošnost 6. odstavka 2. člena teh Splošnih pogojev poslovanja, pogoji in določbe iz  |



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| <p>Conditions, the terms and provisions contained in these General Terms and Conditions that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of the contractual arrangement which is governed by these General Terms and Conditions.</p> | <p>teh Splošnih pogojev poslovanja, za katere je glede na njihov smisel in kontekst, mišljeno, da ostanejo v veljavi tudi po prenehanju Splošnih pogojev poslovanja v razmerju do ene ali do obeh strank, ostanejo v veljavi tudi po izpolnitvi obveznosti, izteku ali prenehanju pogodbenega razmerja, za katerega veljajo ti Splošni pogoji poslovanja.</p> |
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| <p>These General Terms and Conditions are executed in the Slovene and English language. In case of a different interpretation of the English and the Slovene text, the Slovene wording shall prevail.</p>   | <p>Ti Splošni pogoji poslovanja so sestavljeni v slovenskem in angleškem jeziku. V primeru nasprotja v interpretaciji angleškega in slovenskega besedila, prevlada slovensko besedilo.</p>  |
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| <p><b>Merck Sharp &amp; Dohme, inovativna zdravila d.o.o.</b></p>   | <p><b>Merck Sharp &amp; Dohme, inovativna zdravila d.o.o.</b></p>   |