

PROOF OF CLAIM AND RELEASE

GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member based on your claims in In re Teva Securities Litigation, Case No. 3:17-cv-00558 (SRU) (the "Litigation"), you must complete and, on page 10 hereof, sign this Proof of Claim and Release form ("Proof of Claim and Release"). If you fail to submit a proper (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed settlement of the Litigation.¹
2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement in the Litigation. To share in the proceeds, the Claims Administrator must determine, based on the information in your Proof of Claim and Release, that you have a Recognized Claim as a result of your purchases or acquisitions of Teva Securities (defined below) during the period from February 6, 2014, through May 10, 2019, inclusive. The Teva Securities are the following: (1) Teva Pharmaceutical Industries Ltd. ("Teva") American Depositary Shares ("ADS") (ISIN US8816242098; CUSIP 881624209); (2) Teva 7% mandatory convertible preferred shares ("Preferred Shares") (ISIN IL0062905489; CUSIP M8769Q 136); and the following Teva Pharmaceutical Finance Netherlands III B.V. ("Teva Finance") U.S.-dollar-denominated senior notes: (3) 1.400% Senior Notes due July 20, 2018 (ISIN US88167AAA97; CUSIP 88167A AA9); (4) 1.700% Senior Notes due July 19, 2019 (ISIN US88167AAB70; CUSIP 88167A AB7); (5) 2.200% Senior Notes due July 21, 2021 (ISIN US88167AAC53; CUSIP 88167A AC5); (6) 2.800% Senior Notes due July 21, 2023 (ISIN US88167AAD37; CUSIP 88167A AD3); (7) 3.150% Senior Notes due October 1, 2026 (ISIN US88167AAE10; CUSIP 88167A AE1); and (8) 4.1% Senior Notes due October 1, 2046 (ISIN US88167AAF84; CUSIP 88167A AF8) (collectively, the "Notes").
3. **THIS PROOF OF CLAIM AND RELEASE FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, MUST BE SUBMITTED ONLINE AT WWW.TEVASECURIITIESLITIGATION.COM NO LATER THAN MAY 17, 2022, OR, IF MAILED, BE POSTMARKED NO LATER THAN MAY 17, 2022, ADDRESSED AS FOLLOWS:**

Epiq Class Action & Claims Solutions, Inc.
In re Teva Securities Litigation
P.O. Box 3565
Portland, OR 97208-3565

FOR DIRECT ACTION PLAINTIFFS (AS DEFINED IN APPENDIX B OF THE LONG-FORM NOTICE), THIS PROOF OF CLAIM AND RELEASE FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, MUST BE SUBMITTED ONLINE AT WWW.TEVASECURIITIESLITIGATION.COM OR POSTMARKED NO LATER THAN MAY 2, 2022, WITH SIMULTANEOUS COPIES EMAILED TO CLASS COUNSEL AT TEVASETTLEMENT@BFALAW.COM AND COUNSEL FOR DEFENDANTS AT TEVASETTLEMENT@KASOWITZ.COM.

4. If you are a Settlement Class Member, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE OR RECEIVE A PAYMENT, unless you timely and validly request exclusion from the Settlement Class pursuant to the Notice. If you request exclusion, DO NOT submit a Proof of Claim and Release because you are not eligible to do so. If you are NOT a member of the Settlement Class (as defined in the Notice) DO NOT submit a Proof of Claim and Release.
5. If you are a member of the Settlement Class and you did not timely request exclusion from the Settlement Class, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE OR RECEIVE A PAYMENT.

I. CLAIMANT IDENTIFICATION

1. If you purchased or acquired Teva Securities during the period from February 6, 2014, through May 10, 2019, inclusive, and held the Teva Securities in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, the Teva Securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is a record purchaser.

¹ Unless otherwise stated, all terms used in this Proof of Claim and Release shall have the same meanings as set forth in the Stipulation of Settlement filed with the Court.

2. Use the form below entitled "Claimant Identification" to identify each beneficial purchaser or acquirer of Teva Securities that forms the basis of this claim, as well as the record purchaser or acquirer if different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE TEVA SECURITIES UPON WHICH THIS CLAIM IS BASED.
3. All joint purchasers must sign this Proof of Claim and Release. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim and Release on behalf of Persons represented by them; their authority must accompany this Proof of Claim and Release, and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

CLAIMANT IDENTIFICATION

The Claims Administrator will use this information for all communications regarding this Proof of Claim and Release. If this information changes, you MUST notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address1 (street name and number)

Address2 (apartment, unit or box number)

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Foreign Country (only if not USA)

Social Security Number (last four digits only) OR Taxpayer Identification Number

<input type="text"/>	OR	<input type="text"/>
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Country Code (+1 for U.S. telephone numbers)

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Email Address

Account Number

Account Type (check appropriate box)

- | | | |
|---|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ | (please specify) |

II. IDENTIFICATION OF TRANSACTIONS

1. Use the form below entitled “Schedule of Transactions in Teva Securities” to supply all required details of your transaction(s). If you need more space or additional schedules, attach separate sheets giving all of the required information in substantively the same form. Sign and print or type your name on each additional sheet.
2. On the schedules, provide all of the requested information with respect to *all* of your purchases or acquisitions and *all* of your sales of Teva Securities that took place at any time during the Class Period (from February 6, 2014 through May 10, 2019, inclusive) and as directed below, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the Teva Securities you held at the opening of trading and the close of trading on the dates specified below. Failure to report all such transactions may result in the rejection of your claim.
3. List each transaction separately and in chronological order by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.
4. For each transaction, you must provide, together with this Proof of Claim and Release, copies of stockbroker confirmation slips, stockbroker statements, or other documents adequately evidencing your transactions in Teva Securities. If any such documents are not in your possession, please obtain a copy or equivalent from your broker or a similar entity because these documents are necessary to prove and process your claim. ***FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM. THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS.***
5. For each short-sale transaction, the date of covering a “short sale” is deemed to be the date of purchase of a Teva Security, and the date of a “short sale” is deemed to be the date of sale of a Teva Security.
6. Purchases and acquisitions of Teva ADS will be considered issued in or traceable to the ADS Offering if and only if the shares were purchased or acquired both (i) during the period from December 3, 2015 through January 6, 2016 and (ii) at the ADS Offering price of \$62.50 per ADS and/or directly from an underwriter for the ADS Offering.² Claimants must provide adequate documentation of these conditions. Purchases and/or acquisitions of Teva ADS that do not satisfy these conditions are not eligible for a Securities Act Recognized Loss Amount (as defined in the Plan of Allocation appended to the Long-Form Notice).
7. If your claim includes Teva Notes, you must include the last three digits of the Teva Note CUSIP number which you purchased in the space provided in the column labeled “Last 3 Digit of CUSIP.” This three digit code is included in the CUSIP for each Note; for example, CUSIP 88167A AA9 is referred to as the Teva AA9 Note.
8. The above requests are designed to obtain the minimum amount of information necessary to process the simplest claims, and the Claims Administrator may request further information in certain circumstances.
9. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the settlement website at www.TevaSecuritiesLitigation.com. Any file not in accordance with the required electronic filing format will be subject to rejection.

² The underwriters for the ADS Offering include: Barclays Capital Inc.; Citigroup Global Markets Inc.; Merrill Lynch, Pierce, Fenner & Smith Inc.; Morgan Stanley & Co. LLC; BNP Paribas Securities Corp.; Credit Suisse Securities (USA) LLC; HSBC Securities (USA) Inc.; Mizuho Securities USA Inc.; RBC Capital Markets, LLC; and SMBC Nikko Securities America, Inc.

SCHEDULE OF TRANSACTIONS IN TEVA ADS

A. State the number of shares of Teva ADS held at the opening of trading on February 6, 2014 (must be documented per Section II above):

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B. List all purchases or acquisitions, including free receipts, of Teva ADS from February 6, 2014, through February 16, 2022, inclusive (must be documented), and use the checkbox provided to indicate any Teva ADS purchased in or traceable to the ADS Offering (as explained in Section II.6 above):

Date of Purchase/ Acquisition (List Chronologically)	Number of ADS Purchased/ Acquired	Purchase/Acquisition Price per ADS	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed	Teva Employee Stock Purchase Plan Purchase	Were the shares purchased in or traceable to the December 3, 2015 through January 6, 2016 ADS Offering?

C. List all sales, including free deliveries, of Teva ADS from February 6, 2014, through February 16, 2022, inclusive (must be documented):

Date of Sale (List Chronologically) (Month/Day/Year)	Number of ADS Sold	Sale Price per ADS	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed

D. Number of Teva ADS held at the close of trading on August 8, 2019 (must be documented):

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If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 10. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

SCHEDULE OF TRANSACTIONS IN TEVA PREFERRED SHARES

A. Purchases or acquisitions, including free receipts, of Teva Preferred Shares from December 3, 2015, through December 14, 2018, inclusive (must be documented):

Date of Purchase/ Acquisition (List Chronologically)	Number of Preferred Shares Purchased/ Acquired	Purchase/Acquisition Price per Preferred Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed

B. Sales, including free deliveries, of Teva Preferred Shares from December 3, 2015, through December 14, 2018, inclusive (must be documented):

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Preferred Shares Sold	Sale Price per Preferred Share	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed	Preferred Shares Converted to ADS

C. Number of Teva Preferred Shares held at the close of trading on December 14, 2018 (must be documented):

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If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

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SCHEDULE OF TRANSACTIONS IN TEVA NOTES

Note	CUSIP	Defined Name
Teva 1.400% Senior Notes due July 20, 2018	88167AAA9	the "2018 Notes"
Teva 1.700% Senior Notes due July 19, 2019	88167AAB7	the "2019 Notes"
Teva 2.200% Senior Notes due July 21, 2021	88167AAC5	the "2021 Notes"
Teva 2.800% Senior Notes due July 21, 2023	88167AAD3	the "2023 Notes"
Teva 3.150% Senior Notes due October 1, 2026	88167AAE1	the "2026 Notes"
Teva 4.100% Senior Notes due October 1, 2046	88167AAF8	the "2046 Notes"

A. Purchases or acquisitions, including free receipts, of Teva Notes from February 6, 2014, through February 16, 2022, inclusive (must be documented):

Date of Purchase/ Acquisition (List Chronologically)	Face Value of Notes Purchased/Acquired	Purchase/Acquisition Price per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed	Last 3 Digit of CUSIP

B. Sales, including free deliveries, of Teva Notes from February 6, 2014, through February 16, 2022 (must be documented):

Date of Sale (List Chronologically) (Month/Day/Year)	Face Value of Notes Sold	Sale Price per Note	Total Sale Price (excluding taxes, commissions, and fees)	Confirm Proof of Sale Enclosed	Last 3 Digit of CUSIP

C. Face value of Teva Notes held at the close of trading on February 16, 2022 (must be documented):³

	Face Value of Notes Held
AD3	
AE1	
AF8	

D. Face value of Teva 2.800% Senior Notes due July 21, 2023 (ISIN US88167AAD37; CUSIP 88167A AD3) validly tendered to Teva in October or November 2021:

Tender Date	Face Value of 2023 Notes Tendered

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

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³ Please report maturities and/or redemptions as deliveries above in Part (B) of "Schedule of Transactions in Teva Notes."

III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement, dated January 18, 2022 (“Stipulation”) described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Connecticut, with respect to my (our claim) as a Settlement Class Member (as defined in the Stipulation) and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) not excluded from the Settlement Class and am (are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to support this claim if required to do so. I (We) have not submitted any other claim covering the same purchases or sales of Teva Securities during the Class Period and know of no other Person having done so on my (our) behalf.

IV. RELEASE

1. I (We) hereby acknowledge, on behalf of myself (ourselves) and each of my (our) past and present trustees, fiduciaries, guardians, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through or on behalf of myself (ourselves), in their capacities as such, shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Released Claims against the Released Parties; and (b) forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Defendants.
2. “Released Claims” means any and all claims, rights, actions, issues, controversies, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every kind, nature and description (including Unknown Claims as defined in ¶1.41 of the Stipulation) whether arising under federal, state or foreign law, or statutory, common or administrative law, or any other law, rule or regulation, whether asserted as claims, cross-claims, counterclaims or third party claims, whether fixed or contingent, choate or inchoate, accrued or not accrued, matured or unmatured, liquidated or un-liquidated, perfected or unperfected, whether class or individual in nature, that previously existed, currently exist, exist as of the date of the Court approval of the Settlement or that may arise in the future, that Class Representatives or any other member of the Settlement Class asserted in the Second Amended Consolidated Class Action Complaint (ECF 310) or could have asserted in the Litigation or in any other action or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency or other forum, in the U.S. or elsewhere) that in any way arise out of, are based upon, relate to or concern the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to, involved in, or which could have been raised in the Litigation or the Complaint, and that in any way arise out of, are based upon, relate to or concern the purchase or acquisition of Teva Securities during the Class Period, including, without limitation, claims that arise out of or relate to any disclosures (including in financial statements), U.S. Securities and Exchange Commission filings, press releases, investor calls, registration statements, offering memoranda, web postings, presentations or any other statements by Defendants during the Class Period. Released Claims do not include any claims asserted by Direct Action Plaintiffs who have not both (i) dismissed their claims and (ii) sought to be included in the Settlement Class by timely submitting a completed Proof of Claim and Release. Released Claims also do not include claims to enforce the settlement and the Stipulation, any and all claims against Defendants currently pending in the courts of Israel based on purchases of common stock trading on the Tel Aviv Stock Exchange, or any claims brought derivatively. For the avoidance of doubt, such non-released claims include those asserted in *Gat et al. v. Teva Pharmaceutical Industries Ltd., et al.*, No. 17017-11-16 (Tel Aviv – Jaffa District), *Lightcom (Israel) Ltd. et al. v. Teva Pharmaceutical Industries Ltd., et al.*, No. 5407-09-17 (Tel Aviv – Jaffa District), and the derivative actions consolidated in Israel as *Schneider v. Teva Pharmaceutical Industries Ltd., et al.*, No. 1944-03-20.
3. “Released Defendants” means each and all of the Defendants and the applicable Related Parties.
4. “Related Parties” means, as applicable, each and all of the following: (a) each and every Defendant, including all defendants previously named in this action; (b) each and every member of the Settlement Class, Class Representatives, and Class Representatives’ counsel; (c) the respective present and former parents, affiliates, subsidiaries, divisions, directors, officers, employees, general partners and limited partners, and successors in interest, including without limitation any Person in which a Person in subpart (a) and (b) has or had a controlling interest, in their respective capacities as such; and (d) the present and former members of the immediate family, heirs, principals, trustees, trusts, executors, administrators, predecessors, successors, assigns, members, agents, subsidiaries, employees, officers, managers, directors, general partners, limited partners, attorneys, representatives, estates, divisions, estate managers, indemnifiers, insurers and reinsurers of each of the Persons listed in subparts (a), (b), and (c) of this definition, in their respective capacities as such.

5. “Unknown Claims” means (i) any Released Claims which Class Representatives or Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Defendants which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendants, or might have affected his, her or its decision with respect to the settlement, including, but not limited to, whether or not to object to this settlement or seek exclusion from the Settlement Class, and (ii) any Releasing Defendants’ Claims that Released Defendants do not know or suspect to exist in his, her or its favor at the time of the release, which, if known by him, her or it, might have affected his, her or its settlement with and release of Class Representatives and Settlement Class Members. With respect to any and all Released Claims and Releasing Defendants’ Claims, the Released Parties stipulate and agree that, upon the Effective Date, Class Representatives and the Released Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived, the provisions, rights, and benefits of California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her would have materially affected his or her settlement with the debtor or released party.

Class Representatives, Settlement Class Members, and Released Defendants may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Class Representatives and Released Defendants shall expressly settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Class Representatives and Released Defendants acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

6. This release shall be of no force or effect unless and until the Court approves the settlement set forth in the Stipulation and it becomes effective on the Effective Date.
7. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
8. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Teva Securities that occurred during the Class Period as well as the number of Teva Securities held by me (us) at the opening of trading on February 6, 2014 and the close of trading on the dates requested above.
9. I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this ____ day of _____
(Month/Year)

in _____, _____
(City) (State/Country)

Signature of Claimant

Signature of Joint Claimant, if any

Print Name of Claimant

Print Name of Joint Claimant, if any

Capacity of person(s) signing (e.g., Beneficial Purchaser, Executor, or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

- 1. Please sign the above release and declaration.
- 2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. Do not send originals of certificates.
- 5. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your Proof of Claim and Release please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.

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AS FOLLOWS:**

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