

ANTI-BRIBERY COMMITMENTS

1. **Mutual Covenant.**
 - 1.1 Each party shall insure that it and its activities under the Procurement Contract shall at all times comply with all applicable laws, regulations and industry codes.
 - 1.2 Each party represents that any funds paid to the other pursuant to this Procurement Contract are not proceeds of any illegal activity.
2. **Notice of Inspections.** Supplier shall provide Lilly with immediate notice of any governmental or regulatory review, audit or inspection of its facility, processes, or products that might relate to the goods, software, or services furnished Lilly under the Procurement Contract. Supplier shall provide Lilly with the results of any such review, audit or inspection. Lilly shall be given the opportunity to provide assistance to Supplier in responding to any such review, audit or inspection.
3. **Books and Records.** During the term of this Procurement Contract and for a period of three (3) years thereafter, the records of each party relating to the performance of its duties and obligations under this Procurement Contract shall be open to inspection and subject to audit and reproduction by the other party or other party's agent or representative.
4. **Anti-Bribery Laws.** In connection with the goods, software, or services Supplier will provide under this Procurement Contract and in connection with any other business involving Lilly, the parties confirm that they have not given or promised to give, and will not make, offer, agree to make or authorize any payment or transfer of value, directly or indirectly, (i) to any Government or Public Official, as defined herein; (ii) any political party, party official or candidate for public or political office; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given, or promised, directly or indirectly, to anyone described in items (i) or (ii) above; or (iv) any owner, director, employee, representative or agent of any actual or potential customer of Lilly. The parties shall comply with all applicable anti-bribery laws in the countries where the parties have their principal places of business and where they conduct activities under this Procurement Contract. Additionally, the parties will make reasonable efforts to comply with requests for information, including answering questionnaires and narrowly tailored audit inquiries, to enable the other party to ensure compliance with applicable anti-bribery laws. For purposes of this section, "Government or Public Official" is any officer or employee or anyone acting in an official capacity on behalf of: a government or any department or agency thereof; a public international organization (such as the United Nations, the International Monetary Fund, the International Red Cross, and the World Health Organization), or any department, agency or institution thereof; or a government-

owned or controlled company, institution, or other entity, including a government-owned hospital or university.

5. **Disclosure Obligation.**

5.1 **No Affiliation with Government or Public Officials; Disclosure Obligation.** Supplier represents that neither it nor any of its owners, directors, employees, agents, or consultants is a Government or Public Official, as defined in Section 4, or political party official or candidate for public or political office. In the event that during the term of this Procurement Contract there is a change in the information required to be disclosed in this paragraph, Supplier agrees to promptly notify Lilly.

OR

5.2 **Disclosure of Affiliation with Government or Public Officials; Continuing Disclosure Obligation.** Supplier has disclosed that [Government or Public Official's Name] is [Title and Name of Government-owned or Controlled Employer]. If [Government or Public Official's Name] title or responsibilities change in any way, Supplier agrees to promptly notify Lilly. Supplier agrees that Lilly's entering into this Procurement Contract with Supplier and any rights granted to and or Lilly's obligations to Supplier under this Procurement Contract is not intended to influence any decision [Government or Public Official's Name] may make in [Government or Public Official's Name] capacity as [Title and Name of Government-owned or Controlled Employer] or any decision [Government or Public Official's Name] may make regarding the prescription of Lilly medicines, or to otherwise influence any pending or future Lilly business. In the event that during the term of this Procurement Contract there is a change in the information required to be disclosed in this paragraph, Supplier agrees to promptly notify Lilly.

6. **Early Termination.** The parties agree that breach of these Anti-Bribery Commitments shall be considered a material breach of the Procurement Contract and that either party may immediately seek all remedies available under law and equity including termination of the Procurement Contract if it believes, in good faith, that the warranties under these Anti-Bribery Commitments have been breached by the other party without owing to the other any damages or indemnification resulting from such termination.

7. **Definitions.**

7.1 Affiliate means any entity that controls, is controlled by, or is under common control with another entity. One entity is deemed to control another if and only if it directly or indirectly:

- 7.1.1 owns more than fifty percent (50%) of the equity in the other; or
- 7.1.2 controls more than fifty percent (50%) of the voting rights of the other.
- 7.2 Lilly means Eli Lilly and Company or an Affiliate thereof that is party to a Procurement Contract.
- 7.3 Procurement Contract means a contract under which a supplier furnishes goods, software, or services to Lilly that incorporates this document.
- 7.4 Supplier means a particular supplier of goods, software, or services that is party to a Procurement Contract.