

Anti-Bribery Commitments for Suppliers

1. Definition of Government Official. "Government Official" means: (i) any officer or employee of: (a) a government or any department or agency thereof; (b) a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; (c) a public international organization (such as the United Nations, the International Monetary Fund, the International Committee of the Red Cross, and the World Health Organization), or any department or agency thereof; (ii) any political party or party official or candidate for public or political party office; and (iii) any person acting in an official capacity on behalf of any of the foregoing.

2. Compliance with Anti-Corruption Laws. Without limiting Supplier's obligations under the general compliance obligations set forth in the applicable Agreement, Supplier has complied and will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, and any laws enacted to implement the Organisation of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

3. Prohibited Conduct. In connection with this Agreement, Supplier has not made, offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to any person or to any Government Official for the purpose of:
 - (i) improperly influencing any act or decision of the person or Government Official;
 - (ii) inducing the person or Government Official to do or omit to do an act in violation of a lawful or otherwise required duty;
 - (iii) securing any improper advantage; or
 - (iv) inducing the person or Government Official to improperly influence the act or decision of any organization, including any government or government instrumentality, in order to assist Supplier or Elanco in obtaining or retaining business.

4. Requests for Information. Supplier will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Elanco to ensure compliance with all applicable laws, including anti-corruption laws, and the Elanco Anti-Bribery Commitments for Suppliers.

5. No Improper Influence. Supplier acknowledges and agrees that all compensation that Elanco will pay has been determined through good faith, arms-length negotiation and constitutes the fair market value of the tasks undertaken by Supplier. Supplier represents warrants and covenants that all compensation Elanco will pay is consistent with its customary charges for undertaking similar tasks for Third Parties.

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6. Expenses. Any reimbursable expenses incurred during the performance of the Agreement must be clearly documented and presented to Elanco along with any receipts and supporting records. Elanco will not reimburse any expenses without appropriate documentation.
7. Subcontractors and Agents. Supplier agrees that it will not retain any subcontractor, representative, or agent in connection with the performance of the Agreement without the prior written approval of Elanco. To the extent that Elanco grants such approval, then such subcontractor, representative, or agent shall enter into a written agreement with the Supplier wherein the subcontractor, representative, or agent shall certify its compliance with all applicable laws, including anti-corruption laws and the Elanco Anti-Bribery Commitments for Suppliers, prior to any involvement in connection with the Agreement.
8. Notice of Inspections. Supplier shall provide Elanco with immediate notice of any governmental or regulatory review, audit, or inspection of its facility, processes, or products that might relate to the subject matter of the Agreement. Supplier shall provide Elanco with the results of any such review, audit, or inspection. Elanco shall be given the opportunity to provide assistance to Supplier in responding to any such review, audit, or inspection.
9. Accuracy of Books and Records/Cooperation with Audit Activities. Supplier agrees that it will maintain accurate and complete records having to do with the Agreement during the term of the Agreement and for a period of five years (5) thereafter. Supplier further agrees that it will maintain adequate internal controls. Supplier will make relevant documents available for review by Elanco, or an independent party nominated by Elanco, to show compliance with this requirement at Elanco's request.
10. Cooperation in Investigation. Supplier agrees to cooperate in good faith to investigate any potential violations of anti-corruption laws or the Elanco Anti-Bribery Commitments for Suppliers.
11. Disclosure Rights. At any time, and without notice to Supplier, Elanco may disclose information relating to a possible violation of law, or the existence of the terms of the Agreement, including the compensation provisions, to a government agency and to anyone that Elanco determines to have a legitimate need to know.
12. Breach and Termination. Supplier agrees that breach of the Elanco Anti-Bribery Commitments for Suppliers shall be considered a material breach of the Agreement and that Elanco may immediately seek all remedies available under law and equity, including termination of the Agreement, if it believes, in good faith, that Supplier has breached a provision of the Elanco Anti-Bribery Commitments for Suppliers. If the Agreement is terminated pursuant to this provision, Elanco may seek reimbursement or refund of any fees, other compensation or expense reimbursement that Elanco paid to Supplier, and no further amounts shall be due to Supplier pursuant to the Agreement.