

GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

1. Scope of the General Conditions. Definitions

- 1.1 These general conditions of purchase (these “**General Conditions**”) govern the purchase by the company Eli Lilly Italia S.p.A. (hereinafter the “**Purchaser**” or “**Lilly**”) of the Goods and/or Services described in the Offer, from the supplier named in the Offer (the “**Supplier**”) and are integral part of such Offer.
- 1.2 The following definitions apply to these General Conditions:
- a) **Offer**: offer drawn up by the Supplier on a form prepared by the Purchaser or approved by the Purchaser, with the acceptance of which the agreement for the purchase of Goods and/or Services regulated by these General Conditions is concluded;
 - b) **Services**: the services described in the Offer and in any Technical Documentation, including those that are complementary or instrumental to the same;
 - c) **Goods**: the goods described in the Offer and in any Technical Documentation;
 - d) **Consideration**: the price or other consideration established in the Offer for the Goods and/or Services;
 - e) **Technical Documentation**: all the technical documentation with which the Goods or Services must comply, including, but not limited to, technical specifications, drawings, graphic representations, projects, quality agreement, service level agreement, etc.

2. Efficacy of the General Conditions

- 2.1. These General Conditions are sent to the Supplier together with the purchase order and, therefore, are deemed to be known by the Supplier pursuant to Art. 1341 of the Italian Civil Code and are fully effective and enforceable even without being signed. Further, the acceptance of the Consideration implies acceptance of these General Conditions.
- 2.2. In the event of any conflict between these General Conditions, the Offer and the Technical Documentation (where present), the following documents shall prevail, with reference to the conflicting provisions, in the order below:
- 1) Offer;
 - 2) Technical Documentation (where present); and
 - 3) General Conditions.
- 2.3. These General Conditions:
- regulate the purchase, by Lilly, of Goods or the supply of Services by the Supplier in the absence of a signed and specific written agreement between Supplier and Lilly. If Lilly and Supplier enter into a specific written agreement, such agreement, once signed, shall replace these General Conditions for all purposes, except for the clauses not expressly waived, for which these General Conditions shall continue to apply;
 - in any case, replace and prevail over any other conditions established by the Supplier or the Purchaser itself in any contractual document, even if prior to these Conditions, which have not been expressly accepted by the Purchaser and the Supplier to modify these General Conditions.

3. Execution and requirements of the Supplier. Compliance with the law and with the technical legislation

- 3.1 The Supplier undertakes to supply the Goods and/or to provide the Services in strict compliance with the quality and specifications detailed in the Offer and in any Technical Documentation, and in any case in compliance with all the technical, safety and environmental protection legislation in force. The Supplier shall have all the necessary authorisations, licenses and qualifications.
- 3.2 In the event that, during the term of the agreement, changes occur to legislation, specifications, procedures or material processes in connection with the supply of the Goods or provision of the Services, the Supplier shall promptly inform the Purchaser (and, in any case, whenever possible, prior to the delivery of the Goods or provision of the Services affected by the change). In this case, the Purchaser may, at its discretion, confirm the purchase or assignment or freely terminate the agreement, without any additional charges, without prejudice to payment of the Goods already delivered, or the Services already carried out, by the Supplier at the effective date of the termination.
- 3.3 The Supplier undertakes to permit inspections and audits by the Purchaser at its premises, for the purpose of verifying production processes, quality assurance systems and any other element that may affect the correct and timely execution of the contractual services. All information acquired during the aforementioned inspections and audits shall be considered and treated as Confidential Information.
- 3.4 The Supplier shall appoint its representative to act as a Coordinator, who may send and receive all communications relating to the activities envisaged by the purchase order to which these general conditions are attached. The name of the Coordinator shall be communicated in writing to the Purchaser before the beginning of the contractual activities.
- 3.5 The Supplier retains ownership and is responsible, pursuant to the applicable law, for the waste produced in the execution of the services covered by the purchase order, to which these General Conditions are attached, and is required to ensure its disposal at its own expense. At the request of the Purchaser, the Supplier shall submit the forms, loading and unloading registers and any other relevant documentation, in order to allow the appropriate checks on its activities. Should any pollution event accidentally occur during the performance of the services covered by the purchase order to which these General Conditions are attached, the Supplier shall use his best efforts to limit the damage; the polluted area shall be isolated and, if necessary, evacuated. The Supplier shall be liable towards the Purchaser for all costs incurred or to be incurred for remediation of the sites.

4. Warranties and responsibilities

- 4.1 The Supplier represents and warrants that the Goods and Services are provided using exclusively personnel that is qualified, trained and informed in relation to the work risks and safety

regulations, using the utmost care and professional diligence. The Goods (as well as, where applicable, everything implemented in the execution of the Services) shall also be free from faults and defects, fit for use, free from third party rights of any kind and provided with certifications, trademarks (including CE marking), instructions and documents envisaged case by case by applicable legislation.

- 4.2 Unless otherwise agreed in writing, machines, systems, tools or equipment shall be understood to be supplied with the warranty of proper functioning pursuant to Art. 1512 of the Italian Civil Code, for a period of not less than 24 months.
- 4.4 The Supplier acknowledges that compliance with the deadlines indicated in the Offer is of the essence for the Purchaser, also because of the manufacturing processes of the latter.
- 4.5 Pursuant to Article 1495 of the Italian Civil Code, the Purchaser shall report any non-conformities within 8 days from delivery or, in case of hidden non-conformities, within 8 days from discovery.
- 4.6 The Supplier, pursuant to the provisions of Art. 53, paragraph 16-ter of Italian Legislative Decree n. 165/2001, as applicable, represents and warrants not to be in the conditions referred to in paragraph 16-ter of Art. 53 of Italian Legislative Decree 165/2001, as amended, which states that: “*Employees who, during the last three years of service, have exercised authority or negotiating powers on behalf of a public entity pursuant to Article 1, paragraph 2, cannot, in the three years following the termination of their employment with the public entity, carry out any work or professional activity for the private parties that are recipients of the public administration activities carried out through said powers. Contracts concluded and assignments conferred in violation of the provisions of this paragraph shall be null and void and it is forbidden for the private parties that concluded or conferred them to contract with the public administrations for the next three years, with the obligation to return any consideration received and ascertained as referring to the same*”.
- 4.7 Failure to comply with the provisions of this article shall be considered a material violation of the agreement, established with the fulfilment of the Order, resulting in automatic termination of such agreement, pursuant to Art. 1456 of the Italian Civil Code.

5. Packaging, delivery and transfer of ownership

- 5.1 The Goods shall be packed in an appropriate manner and in any case such as to preserve their integrity and allow their identification. In the case of hazardous goods, transport shall be in compliance with the ADR and other applicable regulations.
- 5.2 Unless otherwise indicated by the Purchaser, the Goods shall be delivered, and the Services provided, during office hours at Lilly's office located at Via Gramsci, 731/733, 50019 Sesto Fiorentino (FI). Where applicable and not otherwise agreed in writing: (i) the transport costs shall be borne by the Supplier; (ii) transfer of the risks and ownership shall take place at the time of delivery of the Goods to the Purchaser.
- 5.3 The Supplier shall deliver the Goods within the deadlines indicated in the Offer. In case of delivery in advance of the agreed date, the Purchaser reserves the right not to accept or, where applicable, to return the Goods or Services, at the Supplier's expense. The Supplier undertakes to suspend deliveries at the request of the Purchaser in the event of a strike, lockout, fire, accident or interruption of the Purchaser's business activity or production which may prevent or hinder the receipt, use or enjoyment of the Goods or Services. In each of the aforesaid cases, the payment terms shall be calculated from the moment in which the deliveries of the Goods or the provision of the Services shall effectively take place.

6. Routine and extraordinary maintenance services

- 6.1 Routine maintenance services, where foreseen, shall be carried out with the frequency agreed upon or envisaged by the Technical Documentation; otherwise, with the frequency reasonably necessary for the purpose of preventing failures and operating problems induced by wear or prolonged use of the system or machinery, and in any case following modifications to the original state of the system or machinery not deriving from exceptional or unforeseeable events. Unless otherwise agreed in writing, the Supplier undertakes to provide the routine maintenance service for a period of five days a week, from Monday to Friday inclusive, ensuring an overall coverage of not less than eight working hours per day.
- 6.2 Extraordinary maintenance services, where foreseen, shall be provided at the request of the Purchaser in the case of exceptional or unforeseen events, as well as in an emergency. Upon mere notification by the Purchaser, the Supplier shall therefore restore normal operation of the plants and machinery, intervening directly on the plant or machinery for the parts under its responsibility, in the shortest time possible. Extraordinary interventions shall not be charged to the Purchaser, and shall therefore be borne by the Supplier, in the event of failures or malfunctions of systems or machinery caused by normal wear and tear, which has not been remedied by routine maintenance interventions as per the preceding point, and in any case in the event of failures or malfunctions caused by deficiencies and/or negligence in the routine maintenance service rendered by the Supplier; on the contrary, the Purchaser shall be charged and separately invoiced only for extraordinary maintenance interventions due to tampering with the systems or machinery by parties other than the Supplier's personnel, improper use of the same, fire, power outages, pollution of the pneumatic lines not attributable to the Supplier and any other incidental fact attributable to unforeseeable circumstances or force majeure, causing the failure or malfunction of the system or machinery. Emergency response times are specified in the Offer and shall be binding on the Supplier.
- 6.3 In any case, the Supplier shall operate on plants and machinery only after having previously informed, case by case, the Purchaser's departmental and maintenance technicians, having received Purchaser's authorisation to proceed, and only after verifying that the maintenance operations can be performed in conditions of absolute safety and in full compliance with applicable legislation. The Supplier shall also ensure that all the parts of the plant, machinery and equipment, where this is necessary for the safe execution of maintenance operations, have been previously isolated from all hazardous potential energy sources, so that it is not possible to release any type of energy (electrical, kinetic, gravitational, pressure, etc.). In any case, all energy sources shall be identified and made safe before the start of maintenance activities.
- 6.4 In case of imprecise fulfilment of the obligations provided for in these general conditions, which result in the blockage or malfunction of the Purchaser's plants or machinery, the Supplier shall be required, as a priority, to immediately restore the normal operation of such plants and

- machinery and to immediately replace defective or damaged parts or instruments or those that are not working properly. After two days without the functionality of the plants having been restored due to circumstances attributable to the Supplier, the Purchaser shall be authorised to immediately suspend payments pursuant to Art. 1460 of the Italian Civil Code and to request, as a penalty, the payment of 5% of the contract price, multiplied for each day of interruption up to a maximum of 10 days, without prejudice to compensation for the greater damage. If the Services have not resumed as normal within this period of time, the Supplier reserves the right to terminate the agreement, pursuant to and by effect of Art. 1456 of the Italian Civil Code. Purchaser reserves all legal rights and remedies to full compensation for the greater damage incurred by the Purchaser as a result of the non-fulfilment or imprecise fulfilment by the Supplier of the contractual obligations, also due to lack of or defective production, as a result of the malfunctioning of the plants and/or machinery, as well as without prejudice to recourse to any other contractual or legal remedy which Lilly may make against the Supplier.
- 6.5 The Supplier shall not be responsible for failures or malfunctions of plants or equipment that have reached their obsolescence limit, meaning by “obsolescence” the situation in which a particular piece of plant or machinery can no longer guarantee normal functionality and/or its original performance because has reached its time limit of use, as foreseen and indicated by the manufacturer, or is no longer able to integrate into the production cycle of the Purchaser due to changes and upgrades in the technologies applied by the Purchaser. In this case, to avoid any responsibility, the Supplier shall have previously notified in writing the Purchaser that it is no longer able to guarantee the correct operation of the plant or machinery, due to obsolescence limit. In the absence of the prior notification above, and express acceptance by the Purchaser, the Supplier shall remain responsible for any failure or malfunction of any plant, machinery or equipment subject covered by the purchase to which these General Conditions are attached. In the absence of an agreement between the Supplier and the Purchaser in relation to reaching the obsolescence limit of a specific piece of plant or machinery, both parties shall be free to terminate this agreement, with advance notice to be sent by registered letter with return receipt, to be delivered to the post office at least 90 days before the date on which the termination is deemed to take effect. The Purchaser has also the right to exclude from the purchase order, to which these General Conditions are attached, the specific plant or machinery deemed obsolete by the Purchaser, and to entrust its maintenance to third parties.
- 6.6 The Supplier undertakes to use spare parts or consumables produced by the manufacturer of the plants or machinery subject to maintenance. Any use of non-original spare parts or consumables shall be authorised in advance by the Purchaser in writing.
- 6.7 Any equipment that the Purchaser makes available to the Supplier for execution of the contractual services shall be strictly in compliance with current safety legislation, provided with the required markings and certifications and shall be deemed to be granted on loan, thus remaining the property of the Purchaser. In such cases, the use must be previously authorised by the Purchaser's department and maintenance technicians. The Supplier is appointed custodian of the same and shall be held responsible for their loss, destruction or damage, except for wear due to normal use, as well as damages that may be caused to third parties, including the Supplier's employees, by use of the same. The Supplier shall be required to use said equipment solely for the execution of the order, to register it as belonging to the Purchaser, and to provide for its insurance coverage for loss and damage. The costs of any specific equipment provided, used, rented, purchased or made by the Supplier for execution of the order, unless otherwise agreed, shall remain the sole responsibility of the Supplier.
- 6.8 The Purchaser reserves the right to update the content of the Offer annually and the Technical Documentation with reference to the number of items of plants and/or machinery subject to maintenance
- ## 7. Intellectual Property
- 7.1 Unless otherwise agreed in writing, the Purchaser shall be the owner of the result of the activity carried out by the Supplier, as well as the Technical Documentation, if any, and of everything done within the scope of the purchase order to which these general conditions are attached. The Supplier warrants that, to the extent known and reasonably knowable by the same, the purchase, use and/or (where envisaged and applicable) resale of the Goods and/or Services by the Purchaser does not violate any third party intellectual property rights, and undertakes to indemnify and relieve the Purchaser in this regard.
- 7.2 Should the purchase order to which these general conditions are attached concern the development (by this, by way of example, meaning the design, implementation, updating and maintenance) of a software application, the Supplier shall be required to deliver or make the source codes of the software and the set of documents and information necessary for the correct use, modification, processing and management of the software application commissioned available to Lilly. The source codes and the aforementioned documentation shall be transferred to Lilly no later than the time of completion of the implementation activities of the software application commissioned.
- 7.3 The Purchaser shall remain the exclusive owner of all commercial, technical, financial and economic information concerning its products or activities, of which the Supplier may have become aware during the execution of the purchase order to which these General Conditions are attached, or in any case in connection with the same. This information shall be considered and treated as Confidential Information.
- ## 8. Confidentiality and data security. Disclosure of information to the media
- 8.1 Unless otherwise specified in writing by the Purchaser, all information communicated or made available by the Purchaser to the Supplier in the context of the mutual relations (also in the pre-contractual phase and regardless of the effective conclusion of an agreement) shall be considered confidential (hereafter “**Confidential Information**”). Such information could include information of third parties (e.g. customers, suppliers, doctors), towards which the Purchaser has a duty of confidentiality.
- 8.2 The Supplier shall not disclose any Confidential Information to third parties and shall use it exclusively during the performance of its contractual obligations, within the limits necessary to
- perform the contractual services and, where applicable, in compliance with the provisions of the Lilly “Information Security Standard”.
- 8.3 At the mere request of the Purchaser, and in any case at the end of the supply of the Goods and/or Services covered by the purchase order to which these General Conditions are attached, the Supplier shall destroy or return all Confidential Information to the Purchaser without retaining any copies or trace thereof. The Confidential Information that is to be destroyed or returned to the Purchaser shall include all the documentation and all the media created or used by the Supplier that include the Confidential Information.
- 8.4 The Supplier, in relation to the data acquired or processed in execution of the purchase order to which these General Conditions are attached, undertakes to adopt adequate security measures in order to prevent the risks of destruction or loss, even accidental, of said data, as well as unauthorized access to or processing of the same not allowed or not compliant with the scope of the purchase order to which these General Conditions are attached.
- 8.5 The Supplier undertakes, also pursuant to Art. 1381 of the Italian Civil Code, to ensure that the above obligations are complied with by all third parties to which the Confidential Information is legitimately communicated (including employees and collaborators).
- 8.6 Notwithstanding the foregoing, the Supplier shall make available the drafts of any proposed disclosure of information to the media to the Purchaser (Corporate Affairs Department - Communications and Public Relations Function): the Corporate Affairs Department shall have at its disposal a minimum period of 10 days to review and approve such materials.
- ## 9. Privacy
- The Supplier undertakes to comply with the applicable legislation on privacy and, if it processes personal data on behalf of the Purchaser, to be appointed as Data Processor, undertaking to perform such task in compliance with the provisions of the Lilly “Supplier Privacy Standard”, of Annex H “System Administrator” and of the Information Security Standard. All personal data shall be considered Confidential Information. Failure to comply with the provisions of this article shall be considered a material violation of the agreement, established with the fulfilment of the Order, resulting in automatic termination of such agreement, pursuant to Art. 1456 of the Italian Civil Code.
- ## 10. Supplier personnel. Contract management. Safety and Insurance.
- 10.1 It shall be responsibility of the Supplier to communicate in writing to the Purchaser the personal details and professional qualifications of the employees or collaborators deployed for the activities referred to in this agreement. If the contractual services are to be provided within the premises of the Purchaser, the Supplier shall notify Purchaser of any substitution of personnel without delay, in order to allow activation of the procedures related to access permits and security. Under no circumstances shall the replacement of the personnel originally assigned to execution of the supply of the goods and/or services covered by the purchase order, to which these General Conditions are attached, entail additional costs for the Purchaser.
- 10.2 The Supplier shall attach to each invoice issued to the Purchaser: (i) the documentation attesting payment to its workers of salary, including severance indemnities, as well as social security contributions and insurance premiums due in relation to the period of performance of the contract, pursuant to Art. 29, paragraph 2, of Italian Legislative Decree 276/2003 (DURC - contributions compliance document); (ii) declaration of having carried out a similar assessment with regard to any subcontractors.
- In case of failure to submit such documentation, Lilly shall be entitled to suspend payment of the consideration until the aforementioned certification is submitted the Supplier, without this being considered a delay in payment, also for the purposes of applying default interest.
- In any case, the Supplier undertakes to compensate, indemnify and hold the Purchaser harmless from any damages, sanctions or penalties whatsoever that the Purchaser might incur as a consequence any payment made by the Purchaser (or by third parties appointed by the Purchaser) to the Supplier.
- 10.3 The Supplier shall be exclusively responsible for the safety of its employees or collaborators in accordance with current legislation, and in particular with Italian Legislative Decree 81/2008, as amended and supplemented. If the Supplier is not required to perform activities at the premises of the Purchaser, the Supplier shall provide the Purchaser with a copy of the Risk Assessment Document (RAD) relating to the premises to which the Supplier shall have access, including detailed information on the specific risks existing in such premises and the preventive and emergency measures adopted and, where necessary, a copy of the Interference Risk Assessment Document (IRAD) that the Supplier shall, where applicable, supplement and countersign. The Supplier represents and warrants that the contractual services shall be provided using exclusively personnel duly qualified, trained and informed in relation to the work risks and safety regulations, using the utmost care and professional diligence and according to good practice.
- 10.4 The Supplier also represents that it has obtained adequate insurance coverage for damages to property or people. A copy of the insurance policy shall be promptly provided to the Purchaser upon request. The Supplier shall timely renew the insurance policy during the term of the agreement, providing written evidence of such renewals to the Purchaser.
- ## 11. Invoicing and payment. Mandatory regulations concerning advance payments
- 11.1 Unless otherwise agreed in writing, the Consideration shall be paid in full by wire transfer within 90 days from the date of the invoice; provided, that the invoice shall be issued after the conclusion of the Service or the delivery of the Goods.
- 11.2 Any down payment/advance invoices shall include the relevant wording on the invoice or the codes «TD02» or «TD03» in field 2.1.1.1 of the electronic invoice.
- 11.3 Transport documents and correspondence shall expressly include the same data indicated in the order to be sent to the Supplier, and in particular:
- order number;
 - order line number;
 - description of the product or service.

11.4 Invoices shall contain only one purchase order number.

11.5 Whereas the Supplier is not resident or established in Italy for VAT purposes, the only acceptable method to send invoices is by electronic Purchase Order submission using the eConnect platform hosted by Direct Commerce. Any exception must be approved in writing by Lilly's Purchasing Manager or the Purchase to Pay Operations.

Whereas the Supplier is an Italian person subject to Italian tax law but exempted from the e-invoicing obligation, the Supplier must e-mail the invoices to the following address: **fornitori_plmail-it@lilly.com**. Alternatively, invoices can be sent by mail to: "Eli Lilly Italia S.p.A.- Via Antonio Gramsci 731-50019 Sesto Fiorentino (FI)".

11.6 Italian Suppliers subject to the e-invoicing obligation, must send the documents showing in tag 1.1.4 of the xml file the following «codice destinatario»: **5KRJQD4**

In order to ensure proper accounting of invoices and their timely payment, the documents shall include the following fields:

XML TAG	TAG NAME	VALUE TO BE INDICATED
2.1.2.2	<DocumentID>	Lilly purchase order number
2.1.2.3	<Date>	Lilly purchase order date
2.1.2.4	<ItemNum>	Lilly purchase order line number
2.2.1.3*	<ItemCode>	Item code as defined in the Lilly purchase order
2.2.1.5*	<Quantity>	Quantity of the item sold
2.2.1.6*	<Unit of Measure>	The unit of measure as defined in the Lilly purchase order

*where applicable

The omitted or partial indication of the fields indicated in points 11.2 and 11.6, or any failure to comply with the provisions of point 11.4, prevent payment of the invoices not being paid and subsequent request for the credit note.

For any accounting and/or administrative information, the Supplier may contact the Purchaser on the toll-free number 800 915953.

12. Renewal, withdrawal and termination due to breach

12.1 Any renewal of the agreement shall be expressly agreed in writing. Nevertheless, should the relationship continue de facto, all the services rendered shall continue to be governed by these general conditions.

12.3 The parties shall also have the right to withdraw from the contract if one of them is subject to any type of bankruptcy or liquidation procedure, controlled administration, agreement among creditors, or in the event that part or all of its assets are subject to assignment to creditors.

12.4 The total or partial breach of one of the obligations provided for in these General Conditions shall entitle the other party to terminate the purchase order to which these General Conditions are attached, subject to any formal notice to comply pursuant to Art. 1454 of the Italian Civil Code, whose deadline shall not be less than 5 (five) days. Each party reserves all its legal rights and remedies to compensation for any damage deriving from the breach of the other party.

12.5 Purchaser's failure to contest a specific breach of the Supplier shall not entail any waiver of the Purchaser, which shall therefore retain all its legal rights to assert such breach, even subsequently.

13. Compliance with the Code of Ethics pursuant to Italian Legislative Decree 231/01. Gifts

13.1 Pursuant to Italian Legislative Decree 231/01 "Regulations on the administrative liability of legal entities, companies, and associations with or without legal status, pursuant to article 11 of Law 300 of 29 September 2000" Lilly has adopted an Organisation and Management Model and a Code of Conduct, which may be consulted Lilly's website. The Supplier, by signing these General Conditions, declares to have read the so-called "Red Book" Company Code of Ethics available on the website www.lilly.it, and undertakes to refrain from any conduct contrary to the principles contained in the "Red Book", promptly reporting any violations of the aforementioned principles to the Supervisory Body of Lilly (organismodivigilanza@lilly.com). Violation of the principles established in the "Red Book" shall be considered a material breach of this agreement, such as to result in its termination pursuant to Art. 1456 of the Italian Civil Code.

13.2 The Supplier and/or its representatives undertake not to offer gifts to the employees of the Purchaser and/or their family members, neither to accept requests of this kind from them and to inform the Lilly Ethics and Compliance Department of any request for gifts or payments of any kind received from the Purchaser's employees.

14. Compliance with anti-corruption legislation and related obligations

[Clause only applicable to third parties that interact with government entities and/or public bodies in connection with Lilly products]

Anti-Corruption Definitions

For purposes of this General Conditions, "government or public official" means: (i) any officer, agent, employee, representative or person acting in an official capacity on behalf of (a) any government or any department or agency; (b) any international public organisation (such as the United Nations, International Monetary Fund, the International Red Cross or the World Health Organization), or any department, agency or institution or (c) any company or other entity, including

a hospital, that is owned or controlled by the government or the University; (ii) any political party or party official; and (iii) any candidate for political offices.

Compliance with anti-corruption legislation

In connection with the purchase order, to which these General Conditions are attached, the Supplier represents and warrants that it is at all times in compliance with all local, national and international laws and regulations including applicable industry codes relating to public contracts, conflict of interest, corruption or bribery, including, where appropriate, the US *Foreign Corrupt Practices Act* of 1977 ("FCPA"), as amended and supplemented, as well as all the laws issued to implement the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions issued by the Organisation for Economic Cooperation and Development.

Prohibited conduct

In relation to this agreement, the Supplier represents and warrants that it has not made, offered, given, promised to give or authorised to give and will not make, offer, give, promise to give, or authorise any payment or transfer of anything of value, directly or indirectly, to any person or any public body or public official with the aim to: (i) improperly influence any act or decision of the person, public body or public official; (ii) induce the person, public body or public official to do or omit to do an act in violation of a duty to perform or omit to perform; (iii) guarantee improper advantages; or (iv) induce the person, public body or public official to improperly influence the act or decision of any organisation, public body or government-controlled entity in order to assist the Supplier or Lilly in obtaining or maintaining business relationships.

Compliance of Requests for information

The Supplier shall make every reasonable effort to comply with requests for information, including responses to questionnaires closely related with audits, to enable Lilly to ensure compliance with applicable laws, including the anti-corruption laws, including this agreement.

Fair Market Value

The Supplier confirms that the consideration and any other benefits received under this agreement are based on a fair market value in exchange for services to be provided to Lilly under this agreement. [applicable only in the case of health professionals and government officials]: the Supplier confirms that any consideration or benefit received in connection with this agreement does not intend to influence any decision regarding the prescription, selection, reimbursement of prices or access to Lilly products or otherwise regarding the future of the company. The Supplier will act in compliance with applicable laws and, when required, will make known to the employer, supervisor or other entity the terms of the purchase order to which these General Conditions are attached, including, where appropriate, the services to be provided by Supplier, as well as any payment or other benefits to be provided by Lilly.

Expenses reimbursement

Lilly shall reimburse any costs agreed upon in the offer and actually incurred during the execution of the purchase order to which these General Conditions are attached; provided, that they are duly documented. Lilly shall not reimburse any expenses without suitable fiscal documentation.

Subcontractors, agents

The Supplier represents and warrants that, for the purposes of this agreement, it shall not use any subcontractors, representatives or agents without the prior written consent of Lilly. To the extent that Lilly provides such approval, the subcontractor, representative or agent shall sign a written agreement with the Supplier in which the subcontractor, representative or agent certifies to be in compliance with all applicable laws, including anti-corruption laws, and the obligations established in this section of the agreement before commencing any work in connection with this agreement.

Inspection notice

The Supplier shall immediately notify Lilly of any governmental or regulatory inspection, control or audit request of its structure, production processes or products that may concern the subject matter of this agreement. The Supplier shall provide Lilly with the results of such audit or inspection. Lilly shall be given the opportunity to assist the Supplier in responding to such audit or inspection.

Book and accounting records keeping / Cooperation with Audit activities

The Supplier agrees that it shall maintain accurate and complete records of its income and expenses related to this agreement, including records of payments to third parties or public bodies or public officials, in accordance with generally accepted accounting principles, both for the term of the purchase order to which these General Conditions are attached as well as for a period of 5 years after its completion. The Supplier agrees that it shall maintain adequate internal controls and not make or allow any recording on the accounting books and transactions which are not properly identified, the recording of non-existent expenses, liabilities with incorrect identification of their subject or the use of false documents, in connection with this agreement. The Supplier shall make such accounting books and records available for auditing by Lilly at its request, or by an independent third party appointed and authorised by Lilly.

Cooperation during an inspection

The Supplier undertakes to cooperate in good faith to investigate the extent of any potential violations of the law in relation to this agreement.

Disclosure rights

At any time and without prior notice to the Supplier, Lilly may disclose information relating to a possible violation of the law, or the existence of the provisions of the purchase order to which these General Conditions are attached, including the provisions relating to payment to a customer, to the government or to a government agency and to anyone Lilly believes should have a legitimate interest in being informed.

Violation and early termination

The Supplier agrees that the violation of this section of the agreement shall be considered a material violation and that Lilly may immediately terminate the contractual relationship covered by the purchase order to which these General Conditions are attached and adopt all legal remedies, should it believe, in good faith, that a provision of this section of the agreement has been violated. If this agreement is terminated pursuant to this clause, Lilly may also request reimbursement of any taxes, remuneration or reimbursement of expenses paid by Lilly to the Supplier and no further amount shall be due to the Supplier pursuant to this agreement.

The Supplier undertakes to defend, indemnify and hold Lilly harmless from any damage deriving from a violation of this section, including all costs, damages, losses, liabilities, expenses and fines incurred.

[Anti-corruption clause applicable only if the third party is a government entity or public body] **Compliance with laws**

The Supplier understands that Lilly is subject to the US *Foreign Corrupt Practices Act* of 1977 ("FCPA"), as amended and supplemented. The Supplier undertakes to comply with such legislation and to avoid

taking any action that would prevent Lilly from complying with all applicable local, national and international laws and regulations including the Pharmaceutical Codes of Conduct dealing with public contracts, conflicts of interest, corruption or bribery, including the FCPA, if applicable, as well as the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions issued by the Organisation for Economic Cooperation and Development ("OECD").

No improper influence

The Supplier represents that it is not aware of any improper advantage requested or received from third parties in connection with this agreement.

Early termination

The parties agree that the violation of this section of the agreement shall be considered a material violation and that Lilly may immediately adopt all legal remedies, including termination of this agreement, if it believes, in good faith, that the provisions of this section of the agreement have been violated by the Supplier.

15. Applicable law

This agreement is governed by Italian law.

16. Transparency

Lilly is a company associated with "Farmindustria" (Association of pharmaceutical companies), and, as such, intends and is bound to comply with the provisions of the Farmindustria Code of Conduct, which include the obligation to disclose any transfer of value made in favour of medical, scientific, health or research associations or organisations such as Hospitals, Clinics, Foundations, Universities, Training and Specialisation Schools (including Patient Associations) having their registered office or primary place of business in Europe, or through which a doctor provides his services. In order to comply with this obligation, Lilly will publish such transfers on its website and/or on the Farmindustria website.

The Supplier agrees, to the extent necessary, to the publication of said data in the terms described above.