

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1. Scope of the General Conditions. Definitions

1.1 These General Conditions govern the purchase by the company Eli Lilly Italia S.p.A. (the "Purchaser" or "Lilly") of the Goods and/or Services described in the Offer, 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.

These General Conditions 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 in derogation of these General Conditions.

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, the acceptance of which, by the issue of an order (PO) by Lilly, concludes the agreement for the purchase of Goods and/or Services governed by these General Conditions;
- b) **Services:** the services described in the Offer and in any Technical Documentation, including those that are complementary or instrumental to them;
- 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.;
- f) **Agreement:** these General Conditions together with the Offer, the Order, any exhibits, Technical Documentation and any documents identified as forming part of the agreement comprise the Agreement between the Supplier and the Purchaser;
- g) **Order:** the acceptance of the Offer by Lilly by issuing a purchase order (PO).

2. Execution of the Agreement and requirements of the Supplier. Compliance with the Law and the Technical Legislation

- 2.1 The Supplier undertakes to supply the Goods and 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, licences and qualifications.
- 2.2 In the event that, during the term of the Agreement, changes occur to legislation, specifications, procedures or relevant 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 the 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.
- 2.3 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.
- 2.4 The Supplier shall appoint its representative to act as a Coordinator, who may send and receive all communications relating to the activities envisaged by this Agreement. The name of the Coordinator shall be communicated in writing to the Purchaser before the beginning of the contractual activities.
- 2.5 The Supplier retains ownership and is responsible, pursuant to the applicable law, for the waste produced in the execution of the Agreement 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 this Agreement, the Supplier shall use its 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.

3. Warranties and Responsibilities

3.1 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.

3.2 Unless otherwise agreed in writing, it is agreed and understood between the parties that machines, systems, tools or equipment are supplied with the warranty of proper functioning pursuant to Article 1512 of the Italian Civil Code, for a period of not less than 24 (twenty-four) months.

3.3 Pursuant to Article 1495 of the Italian Civil Code, the Purchaser shall report any non-conformities within 8 (eight) days from delivery or, in case of hidden non-conformities, within 8 (eight) days from the discovery.

3.4 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.

3.5 The Supplier, pursuant to the provisions of Article 53, paragraph 16-ter of Italian Legislative Decree No. 165/2001, as applicable, represents and warrants that the Supplier is not in the conditions referred to in paragraph 16-ter of Article 53 of Italian Legislative Decree No. 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, perform 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 who have executed contracts or have been conferred with powers to contract with the public administrations for the next three years, with the obligation to return any consideration received and ascertained as referring thereto*".

Failure to comply with the provisions of this paragraph shall be considered a material violation of the Agreement, resulting in automatic termination of thereof pursuant to Article 1456 of the Italian Civil Code.

4. Packaging, Delivery and Transfer of Ownership

4.1 The Goods shall be packed in an appropriate manner and in any case in such way as to preserve their integrity and allow their identification. In the case of hazardous goods, transport shall be carried out in compliance with the ADR and other applicable regulations.

4.2 Unless otherwise specified by the Purchaser, the Supplier must deliver the Goods and perform the Services during office hours at Purchaser's Office located at Via Gramsci, 731/733, 50019 Sesto Fiorentino (FI), Italy. 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.

4.3 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 aforementioned 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.

5. Routine and Extraordinary Maintenance Services

5.1 Routine maintenance services shall be carried out with the frequency agreed upon in 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.

5.2 Extraordinary maintenance services shall be provided at the request of the Purchaser in the case of exceptional or unforeseen events, as well as in case of emergency. Upon receipt of Purchaser's notice, the Supplier shall therefore restore normal operation of the systems and machinery, intervening directly on the system 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.

5.3 In any case, the Supplier shall operate on systems and machinery only after having previously informed, case by case, the Purchaser's departmental and maintenance technicians, having received the 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 system, 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.

- 5.4 In case of imprecise fulfilment of the obligations provided in this Agreement, which result in the blockage or malfunction of the Purchaser's systems or machinery, the Supplier shall be required, as a priority, to immediately restore the normal operation of such systems 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 systems having been restored due to circumstances attributable to the Supplier, the Purchaser shall be authorised to immediately suspend payments pursuant to Article 1460 of the Italian Civil Code, 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 Article 1456 of the Italian Civil Code. The 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 in consequence of the malfunctioning of the systems and/or machinery, as well as without prejudice to recourse to any other contractual or legal remedy available against the Supplier.
- 5.5 The Supplier shall not be liable for failures or malfunctions of systems or equipment that have reached their obsolescence limit, where "obsolescence" means the situation in which a particular piece of a system or machinery can no longer guarantee normal functionality and/or its original performance because it has reached its time limit of use, as established and indicated by its manufacturer, or is no longer able to be integrated into the Purchaser's production cycle due to changes and upgrades in the technologies applied by the Purchaser. In this case, to be exempt from liability, the Supplier must have previously notified the Purchaser in writing that it is no longer able to guarantee the correct operation of the system or machinery, due to reaching the obsolescence limit. In the absence of the above prior notification and of express acceptance by the Purchaser, the Supplier shall be liable for any failure or malfunction of any system, machinery or equipment forming the subject-matter of this Agreement. In the absence of an Agreement between the Supplier and the Purchaser in relation to reaching the obsolescence limit of a specific system 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 postal service at least 90 (ninety) days before the date on which termination is deemed to take effect. The Purchaser may also exclude from the Agreement only the system or machinery deemed obsolete by the Purchaser and entrust maintenance thereof to third parties.
- 5.6 The Supplier undertakes to use spare parts or consumables produced by the same manufacturer of the system or machinery subject to maintenance. Any use of non-original spare parts or consumables shall be authorised in advance by the Purchaser in writing.
- 5.7 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 granted on loan for use, 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 bailee of the said equipment and shall be held responsible for its loss, destruction or damage, save for wear due to normal use, as well as for damages that may be caused to third parties, including the Supplier's employees, by the use thereof. The Supplier shall use said equipment solely for the execution of the Order, record it as the property of the Purchaser and provide for its insurance coverage for loss and/or 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.
- 5.8 The Purchaser reserves the right to update the content of the Offer annually and the Technical Documentation with reference to the number of plants and/or machinery subject to maintenance.

6. Intellectual Property

- 6.1 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 of the Technical Documentation (where present), and of all that which is created within the scope of the Agreement. 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 infringe any third-party intellectual property rights and undertakes to indemnify and hold harmless the Purchaser in this regard.
- 6.2 Should the Agreement concern the development (meaning, for example, the design, implementation, updating and maintenance) of a software application, the Supplier shall deliver or make available to Lilly 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. 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.
- 6.3 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 Agreement or, in

any case, related to it. This information shall be considered and treated as Confidential Information.

7. Confidentiality and Data Security. Disclosure of Information to the media

- 7.1 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 (including 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.
- 7.2 The Supplier shall not disclose any Confidential Information to third parties and shall use it exclusively during the performance of the Project, within the limits necessary to perform the contractual services and, where applicable, in compliance with the provisions of the Lilly Information Security Standard.
- 7.3 Upon the Purchaser's simple request, and in any case upon the termination of the Agreement, the Supplier shall destroy or return all Confidential Information to the Purchaser without keeping any copy or traces of it. The Confidential Information to be destroyed or returned to the Purchaser shall include all the documentation and all the media created or used by the Supplier containing the Confidential Information.
- 7.4 The Supplier undertakes, in relation to the data acquired or processed in the execution of this Agreement, to adopt appropriate security measures in order to prevent the risk of destruction or loss of the data, including accidental destruction or loss, unauthorised access or unauthorised processing or processing non-compliant with the purposes of this Agreement.
- 7.5 The Supplier undertakes, also pursuant to Article 1381 of the Italian Civil Code, to ensure the compliance with the above obligations by all third parties to which the Confidential Information is legitimately communicated (including employees and collaborators).
- 7.6 Notwithstanding the foregoing, the Supplier shall make available to the Purchaser (Corporate Affairs Department - Communications and Public Relations Department) the drafts of any proposed disclosure of information to the media. The Corporate Affairs Department shall have at its disposal a minimum period of 10 (ten) days to review and approve such materials.

8. Privacy

- 8.1 The parties undertake to comply, each in respect of the obligations that concern them, with all prescriptions of Regulation (EU) No 2016/679, Legislative Decree No. 196/2003, as amended, and any other applicable law and regulation on data protection (the "Privacy Law"). All personal data shall be considered Confidential Information. Failure to comply with the provisions of this clause shall be considered a material breach of the Agreement, resulting in automatic termination of the Agreement pursuant to Article 1456 of the Italian Civil Code.
- 8.2 The parties give mutual consent to the processing of personal data provided for the purposes referred to in this Agreement, in compliance with the Privacy Law.
- 8.3 Clause applicable if the Supplier processes personal data on behalf of the Purchaser
If the Supplier processes personal data on behalf of the Purchaser, the Supplier agrees to be appointed as Data Processor and to perform the related duties in compliance with the Privacy Law and the provisions of the documents "System Administrator", "Supplier Privacy Standard" and "Information Security Standard", all included in Annex H.
- 8.3 Clause applicable if the Supplier processes personal data as data controller
If in the context of the execution of the Services, the Supplier processes personal data as data Controller, Supplier shall process these personal data solely in accordance with the provisions of this Agreement and for the purposes of providing the Services. In providing the Services, Supplier shall comply with Privacy Law. In particular, Supplier shall comply with the general principles of protection of personal data, inform data subjects of the processing carried out concerning their data, establish the necessary measures to ensure security and confidentiality of data, and respect the rights of individuals, such as, their rights of access and rectification. Lilly will not be held liable for any breach of data protection laws by the Supplier.
If either Supplier or Lilly becomes aware of or reasonably suspects that there has been a Security Incident, it shall without undue delay, and in any case no later than 72 hours after becoming aware of or reasonably suspecting a Security Incident: (i) notify the other party, provided that if a party is unable to provide the notice within 72 hours, it shall provide the other party with reasons for the delay; (ii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident; and (iii) to the extent permitted by Privacy Law, reasonably co-operate with the other party in resolving and remediating the Security Incident.
- Each party shall also, upon request of the other party:
- (i) provide all such assistance as the other party may reasonably request to comply with its obligations under Privacy Law (including responding to any requests from a supervisory authority or a data subject); and
- (ii) provide such information as may be reasonably requested to confirm that it has complied with the provisions of this Agreement.
- "Security Incident" means with respect to any personal data: (i) the loss or misuse (by any means) of such personal data; (ii) the accidental, inadvertent, unauthorized, and/or unlawful destruction, alteration, disclosure of, access to, corruption, or other

processing of such personal data; (iii) any suspected, attempted or confirmed act or omission that would result in any of the events described in clause (i) or (ii).

9. Supplier Personnel. Agreement Management. Safety and Insurance.

9.1 It shall be the responsibility of the Supplier to communicate in writing to the Purchaser the personal details and professional qualifications of the employees or collaborators anyway working in connection with 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 personnel originally assigned to execute the Agreement entail additional costs for the Purchaser.

9.2 The Supplier shall attach the following to each invoice issued to the Purchaser: (i) the documentation attesting payment to its workers of salaries, including severance indemnities, as well as social security contributions and insurance premiums due in relation to the period of performance of the Agreement, pursuant to Article 29, paragraph 2, of Italian Legislative Decree No. 276/2003 (DURC - tax and wage compliance certificate); (ii) declaration of having carried out a similar assessment with regard to any subcontractors, with the faculty to use the substitute declaration template appended to this Agreement for this purpose.

In case of failure to submit such documentation, Lilly shall be entitled to suspend payment of the consideration until the aforementioned certification is submitted by 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 of any payment made by the Purchaser (or by third parties appointed by the Purchaser) to the Supplier.

9.3 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 No. 81/2008, as amended and supplemented. If the Supplier is required to perform activities at the premises of the Purchaser, the Supplier shall provide the Purchaser with a copy of the Risk Assessment Document (DVR) relating to the premises to which the Supplier will 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 (DUVRI) that the Supplier shall, where applicable, complete 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.

9.4 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 renew the insurance policy during the term of the Agreement, providing written evidence of such renewals to the Purchaser.

10. Invoicing and Payment. Mandatory rules concerning advanced payments

10.1 Unless otherwise agreed in writing, the Consideration shall be paid in full by wire transfer within 90 (ninety) days from the date of the invoice; the invoice shall be issued after the conclusion of the Service or the delivery of the Goods.

10.2 Any prepayment/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.

10.3 Transport documents and correspondence shall expressly include the same details indicated in the Order to be sent to the Supplier, and in particular:

- Order number;
- Order line number;
- description of the good or service.

10.4 Invoices shall contain only one purchase order number.

10.5 Those exempted from the obligation to issue an electronic invoice, shall send a paper invoice by e-mail to the address Vendor_Invoicing_EMEA@lilly.com or, alternatively, by post to the address "Eli Lilly Italia S.p.A- PO BOX 13376, Little Island, Cork, Ireland

Whereas the Supplier is not resident or established in Italy for VAT purposes, the only acceptable method to send invoices is by Ariba portal.

10.6 For addressing electronic invoices, Lilly has activated the following recipient code ["codice destinatario"] which should be entered in the field provided in the xml invoicing tag IRKA1JB.

In order to guarantee a correct accounting and timely payment of the invoices, the documents must include the following fields:

XML TAG	TAG NAME	VALUE TO BE INDICATED
2.1.2.2	<IdDocumento>	Lilly purchase order number
2.1.2.3	<Data>	Date of the Lilly purchase order
2.1.2.4	<NumItem>	Line number of the Lilly purchase order

2.2.1.3*	<CodiceArticolo>	Code of item sold as defined in the Lilly purchase order
2.2.1.5*	<Quantità>	Quantity of the item sold
2.2.1.6*	<UnitaMisura>	The unit of measurement as defined in the Lilly purchase order

* Where applicable

The omitted or partial indication of the fields indicated in points 10.2 and 10.6, or failure to comply with the provisions of point 10.4, shall result in the non-payment of the invoices and in the subsequent request for documents amendment.

10.7 Where necessary to honour commitments towards third parties in relation to the Agreement, the Supplier may request that the Purchaser pay an advance on the Consideration, which in any case may not exceed 30% of the amount agreed. In any case, it is understood between the parties that the invoice relating to the advanced payment must be dated not earlier than the date of issue of the Order.

If the requested advanced payment exceeds € 75,000.00 (VAT excluded), the Supplier shall provide the Purchaser with a first-demand bank or insurance guarantee covering the entire amount of the advanced payment, with a maximum maturity of 30 (thirty) days from the date of the conclusion of the Service or delivery of the Goods agreed between the parties. The wording of the guarantee must be approved in advance by the Purchaser. The Supplier shall bear all costs and expenses incurred in connection with the guarantee.

11. Renewal, Withdrawal and Termination for breach

11.1 Any renewal of the Agreement shall be expressly agreed in writing. Nevertheless, if the relationship continues in fact, all the services provided shall continue to be governed by the purchase Agreement.

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

11.3 Any partial or complete breach of the obligations of the Supplier hereunder shall entitle the Purchaser to terminate the Agreement, following a request to cure the breach pursuant to Article 1454 of the Italian Civil Code within a term of not less than 5 (five) days. The Purchaser reserves all its legal remedies and right to compensation for any damage deriving from the breach of the Supplier.

11.4 The Purchaser's failure to claim 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.

12. Assignment of the Agreement

12.1 The Purchaser may assign the contract, the Supplier's Offer accepted by the Purchaser and the Technical Documentation, as well as all rights and obligations contemplated therein, in whole or in part, to any company belonging to the Purchaser's Group, without requiring the Supplier's consent.

13. Compliance with Law and Lilly Policies

13.1 In the performance of its Services and obligations under this Agreement, Supplier shall comply with all applicable laws, applicable Lilly policies and professional or good practice standards or codes applicable to the nature of the Services provided.

14. Compliance with the Model 231 and the Code of Ethics. Gifts

14.1 The Supplier is aware that Lilly has adopted and implements an Organisation, Management and Control Model pursuant to Legislative Decree No. 231/01, with the related Code of Ethics and Disciplinary System, which may be consulted on www.lilly.it. The Supplier represents that it has viewed the "Red Book" Company Code of Ethics available on the site www.lilly.it. The Supplier undertakes to comply with its principles, while generally refraining from any conduct that may constitute an offence included in Legislative Decree No. 231/01 as amended and in the aforementioned Organisation, Management and Control Model. The Supplier also undertakes to comply and to ensure compliance of all of its personnel, collaborators and/or subcontractors with the provisions of Legislative Decree No. 231/2001. Any breach of the rules laid down in the above documents shall constitute gross breach of the Agreement pursuant to Article 1456 c.c.. The Supplier hereby agrees to hold Lilly harmless from any sanctions or damages that Lilly may suffer as a consequence of the breach of the foregoing documents by the Supplier or its collaborators, if any.

14.2 The Supplier and/or its representatives undertake not to offer gifts to the employees of the Purchaser and/or their family members, not 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.

15. Compliance with anti-corruption legislation and related obligations

[Clause exclusively applicable to HCPs, Government Officials, or Third Parties Who Are Expected to Interact with Customers, Patients, Governments or Government Entities in Connection with Lilly Products]

Anti-Corruption

15.1 Definitions

For purposes of these General Conditions, "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; or (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; (iii) any person acting in an official capacity on behalf of any of the foregoing; and (iv) any government or public official or individual in charge of public service under applicable Italian laws (including anticorruption laws) and not already defined above.

15.2 Compliance with Anti-Corruption Laws

In connection with this Agreement, the 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 Organization of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

15.3 Prohibited Conduct

In connection with this Agreement, the 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 organisation, including any government or government instrumentality, to assist the Supplier or Lilly in obtaining or retaining business.

Compliance

15.4 Requests for Information

The Supplier will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Lilly to ensure compliance with all applicable laws, including anti-corruption laws, and this Agreement.

15.5 Fair Market Value

The Supplier acknowledges and agrees that all compensation and any other benefits that Lilly will pay have been determined through good faith, arms-length negotiation and constitute the fair market value of the tasks undertaken by the Supplier. The Supplier represents, warrants and covenants that all compensation Lilly will pay is consistent with its customary charges for undertaking similar tasks for Third Parties.

applicable only in the case of HCPs and Government Officials: The Supplier confirms that any compensation or benefits received in connection with this Agreement are not intended to influence any decision by or involving the Supplier regarding the prescription, selection, reimbursement, pricing, or access to/of Lilly products or otherwise regarding pending or future Lilly business. The Supplier further confirms that it has complied and will comply with all applicable laws and requirements to disclose to Supplier's employing institution, supervisor, or other entity the terms of this Agreement, including, if applicable, the services to be provided by the Supplier, and any payment or other benefits to be provided by Lilly.]

15.6 Expenses

Any reimbursable expenses incurred during the performance of this Agreement must be clearly documented and presented to Lilly along with any receipts and supporting records. Lilly will not reimburse any expenses without appropriate documentation.

15.7 Subcontractors and Agents

The Supplier agrees that it will not retain any subcontractor, representative or agent in connection with the performance of this Agreement without the prior written approval of Lilly. To the extent that Lilly 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 to comply with all applicable laws, including anti-corruption laws, and the obligations set forth in this section of the Agreement prior to any involvement in connection with this Agreement.

15.8 Notice of Inspections

The 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 subject matter of this Agreement. The 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 such review, audit or inspection.

15.9 Accuracy of Books and Records / Cooperation with Audit Activities

The Supplier agrees that it will maintain accurate and complete records having to do with this Agreement during the term of this Agreement and for a period of 5 (five) years thereafter. The Supplier further agrees that it will maintain adequate internal controls. The Supplier will make relevant documents available for review by Lilly, or an independent party nominated by Lilly, to show compliance with this requirement at Lilly's request.

15.10 Cooperation in Investigation

The Supplier agrees to cooperate in good faith to investigate the extent of any potential violations of the law in connection with this Agreement.

15.11 Disclosure Rights

At any time and without notice to the Supplier, Lilly may disclose information relating to a possible violation of law, or the existence of the terms of this Agreement, including the compensation provisions, to a government agency and to anyone that Lilly determines to have a legitimate need to know.

15.12 Breach and Termination

15.12.1 The Supplier agrees that breach of this section of the Agreement shall be considered a material breach of the Agreement and that Lilly may immediately seek all remedies available under law, including termination of this Agreement, if it believes, in good faith, that the Supplier has breached a provision of this section of the Agreement.

15.12.2 If this Agreement is terminated pursuant to this provision, Lilly may seek reimbursement or refund of any fees, other compensation or expense reimbursement that Lilly paid to the Supplier, and no further amounts shall be due to the Supplier pursuant to this Agreement.

15.12.3 The Supplier agrees to defend, indemnify and hold harmless Lilly against any costs, damages, losses, liabilities, expenses, judgments, fines, settlements, and any other amounts of any nature, including reasonable attorney's fees arising from any violation of this section of the Agreement incurred directly or indirectly by the Supplier.

[Clause applicable only if the Third Party is a Government or Government Entity]

Anti-Corruption Language for Agreements between Lilly and a Government or Government Entity

15.1 Compliance with Laws

The Supplier understands that Lilly is subject to the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended. The Supplier agrees to comply with, and to avoid taking any action that would prevent Lilly from complying with all applicable local, national and international laws, regulations, and industry codes, including the Pharmaceutical Codes of Conduct, dealing with government procurement, conflicts of interest, corruption or bribery, including the FCPA, if applicable, and laws enacted to implement the Organisation of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.

15.2 No improper influence

The Supplier confirms that it is unaware of any improper benefit requested or received by any party in connection with this Agreement.

15.3 Early termination

The parties agree that breach of this section of the Agreement shall be considered a material breach of the Agreement and that Lilly may immediately seek all remedies available under law, including termination of this Agreement, if it believes, in good faith, that the Supplier has breached the provisions of this section of the Agreement.

16. Compliance with trade sanctions laws

16.1 The Supplier agrees to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations ("EAR", 15 C.F.R. Part 734 et seq.), and European Union ("EU") trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).

16.2 The Supplier represents and warrants that neither the Supplier, its directors, executive officers, agents, shareholders nor any person having a controlling interest in the Supplier are (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the EU and its Member States, the United Kingdom or any other jurisdiction that is applicable to the Goods and Services to be provided under this Agreement, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets; (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea and Syria, but subject to change at any time) or (iii) directly or indirectly owned or controlled by such persons (together "Restricted Person"). The Supplier further represents and warrants that the Supplier shall notify the Purchaser in writing immediately if the Supplier or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in the Supplier becomes a Restricted Person or if the Supplier becomes directly or indirectly owned or controlled by one or more Restricted Persons.

17. Force Majeure

17.1 Neither of the parties shall be liable for breach of the obligations imposed by this Agreement where it can prove that the breach has been caused by an Event (i) beyond its control and (ii) that could not be foreseen, or the course and/or consequences of which could not be foreseen, when the Agreement was entered into, and (iii) neither the said Event nor its effects could reasonably have been avoided or remedied (hereinafter an "Event of Force Majeure").

17.2 By virtue of this clause, and without the list provided herein being considered exhaustive, an Event of Force Majeure shall include natural disasters, fires, epidemics, floods, wars (declared or undeclared), civil insurrections, uprisings, embargoes, sabotage, accidents, labour union disputes, strikes, orders by any public or governmental authority, local or national, including laws, ordinances, legislation and regulations.

17.3 In the event of delays due to an Event of Force Majeure, the Supplier undertakes to send a written notice to Lilly with an estimate, as precise as possible, of the duration of the effects of the Event of Force Majeure. However, since for as long as the conditions of force majeure persist Lilly will be unable to benefit from the Services or Goods supplied, Lilly reserves the right to purchase the Goods and/or Services from an additional supplier.

18. Applicable Law

18.1 This Agreement is governed by Italian law.

19. Effectiveness of the General Conditions

19.1 A copy of these General Conditions is given to the Supplier together with the Order. Notwithstanding that the acceptance of the Consideration implies acceptance of these General Conditions, these General Conditions are deemed to be known by the Supplier pursuant to Article 1341 of the Italian Civil Code and are therefore fully effective even if not signed.

19.2 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.

20. Transparency

20.1 Lilly is a company associated with EFPIA (European Federation of Pharmaceutical Industries and Associations) and Farmindustria (association of pharmaceutical companies), and, as such, intends and is bound to comply with the provisions of their Code of Conducts, 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/her services. In order to comply with this obligation, Lilly will publish such transfers on its website and/or on the Farmindustria website.

20.2 The Supplier is aware of the publication of the said data, insofar as necessary, in the terms described above.