

AGREEMENT FOR THE PROVISION OF SERVICES

MEMORANDUM OF AGREEMENT

This agreement, including the attached **Schedule 1** (*general terms & conditions*), **Schedule 2** (*pricing*), **Schedule 3** (*special terms & conditions*) **Schedule 4** (*work order*) **Schedule 5** (Supplier Privacy Standard), and **Schedule 6** (Information Security Standard) (together, this “**Agreement**”) is made between Eli Lilly Cork Limited, (“**Lilly**”) and the undersigned sole trader, body corporate, partnership or legal entity (the “**Contractor**”), collectively or individually referred to as “**Party**” or “**Parties**” to this Agreement, on the date first written below.

I. DESCRIPTION OF AGREEMENT

Lilly engages the Contractor on a non-exclusive basis to provide services and deliverables to Lilly as may be requested by Lilly from time to time.

II. PRECEDENCE OF DOCUMENTS

Each of the documents forming part of this Agreement as listed in this Memorandum is an essential part of this Agreement and a requirement occurring in one is as binding as though occurring in all. These documents shall be construed as mutually explanatory of one another. In the event of any conflict or inconsistency between the documents, interpretation shall be made by referring to these documents in the following order of precedence:

- Work Order (Schedule 4, as may be issued by Lilly as part of this Agreement)
- Special Terms & Conditions (Schedule 3);
- Pricing (Schedule 2);
- General Terms & Conditions (Schedule 1);
- Supplier Privacy Standard (Schedule 5); and
- Information Security Standard (Schedule 6).

SCHEDULE 1– **ELI LILLY CORK LIMITED** GENERAL TERMS & CONDITIONS

1. SERVICES

1.1 The Contractor agrees to provide to Lilly the services described in the applicable Work Order and such other services as are reasonably ancillary to such services (the “**Services**”) with reasonable skill and care, promptly and in accordance with the instructions of Lilly from time to time, Good Industry Practice, the applicable Work Order and all applicable laws.

1.2 It is specifically understood that this Agreement shall be interpreted as a non exclusive Agreement. Accordingly, subject to the requirements of Clause 16, either Party shall be free to enter into agreements for services of a similar nature with any other Party without limitation.

2. ORDERING

All Services shall be performed pursuant to a Work Order. Each Work Order shall be performed in accordance with this Agreement and any additional terms and conditions set out in the Work Order. Lilly makes no representation and gives no warranty, guarantee or undertaking as to the volume or extent of Services it may require from the Contractor during the term of this Agreement.

3. PAYMENT

3.1 In consideration of the performance by the Contractor of its obligations under this Agreement, Lilly agrees to make the payments to the Contractor in the manner and terms set out in Schedule 2.

3.2 Unless expressly stated otherwise in Schedule 2 all amounts stated as payable by Lilly to the Contractor in Schedule 2 are inclusive of value added tax.

3.3 Unless expressly stated otherwise in Schedule 2 sets out an exhaustive list of the payments due from Lilly to the Contractor under this Agreement.

3.4 All invoices for amounts stated as payable by Lilly to the Contractor in Schedule 2 shall be in such form, and accompanied by such information, as may reasonably be requested by Lilly from time to time for the purpose of permitting it to verify the amounts charged in the invoice. Each invoice shall quote the applicable Lilly purchase order and Work Order numbers.

3.5 Unless expressly stated otherwise in Schedule 2, payment of the amount owed and any VAT shall be due within 60 days from the date on which the invoice is received by Lilly; however, if Lilly disputes any portion of an invoice, Lilly shall pay only the undisputed portion of such invoice and shall notify the Contractor of the amount in dispute and the basis on which such amounts are disputed. The Parties agree that Lilly shall not be liable to pay interest on any invoice which is overdue as a result of dispute.

3.6 All invoices for amounts stated as payable by Lilly to the Contractor shall be in such form, and accompanied by such information, as may reasonably be requested by Lilly from time to time for the purpose of permitting it to verify the amounts charged in the invoice. The Contractor shall use such electronic invoicing portal as Lilly may operate from time to time. Lilly will provide the Contractor further information about its electronic invoicing portal, including the required information and format for invoices. Invoice/credit notes submitted via einvoicing will be the document of record for tax purposes.

3.7 Lilly shall be entitled to set-off any matured obligation owed by the Contractor to Lilly under this Agreement (including, without limitation, the amount of any defects in the Services, and/or the amount of any Loss which has been incurred (or is likely to be incurred) by Lilly by reason of any

breach of, or failure to observe the provisions of this Agreement) against any obligation (whether matured or unmatured) owed by Lilly to the Contractor. If an obligation is unascertained or unliquidated, Lilly may in good faith estimate that obligation and set off in respect of the estimate subject to the relevant Party accounting to the other when the obligation is ascertained or liquidated. Lilly shall not be obligated to pay any amounts to the Contractor under this Agreement so long as any sums which are then due by the Contractor to Lilly under this Agreement remain unpaid, and any such amounts which would otherwise be due shall fall due from Lilly only if and when the Contractor has paid all such sums.

4. DELIVERABLES

4.1 The Contractor shall, where applicable, provide the Deliverables in accordance with this Agreement and more specifically the applicable Work Order.

4.2 Title and risk in any Deliverables acquired by Lilly under this Agreement shall pass to Lilly upon the delivery to, and acceptance of such Deliverables by, Lilly, free from any third Party rights or interests

4.3 The Contractor represents and warrants to Lilly on an ongoing basis that any Deliverables to be supplied under this Agreement, are and will be, fit for purpose, of merchantable quality, free from defects, free from any third Party rights and interests (including liens, charges and options) and that the use or possession by Lilly of any Deliverables will not subject Lilly to any claim for infringement of any Intellectual Property Rights of any third Party.

5. INDEPENDENT CONTRACTOR

5.1 The Contractor agrees that the Contractor’s Personnel engaged by it in providing the Services shall remain in the employ of the Contractor and nothing herein shall constitute or establish a relationship of agency or employment between the any of the Contractor’s Personnel and Lilly. However, all the Contractor’s Personnel shall when working at Lilly’s premises conform to the general working terms and conditions of Lilly. The Contractor shall discharge all its obligations as employer in respect of the Contractor’s Personnel for its own account and shall indemnify and keep indemnified Lilly against any Losses arising out of or in connection with any failure by the Contractor to comply with its obligations in respect of any of the Contractor’s Personnel.

5.2 The Contractor acknowledges and agrees that it is not intended that there should be transferred to Lilly the obligations of any person as employer arising under any contract of employment, in consequence of, or in connection with, the entry by the Parties into, or the performance by them of their obligations under, this Agreement, or the termination of this Agreement, or the transfer to Lilly of any function to be performed by it under this Agreement. If, notwithstanding that intention, any such obligations are transferred to Lilly by operation of law (whether pursuant to the European Communities (Protection of Employees’ Rights on Transfer of Undertakings) Regulations, 2003 or otherwise), then the Contractor shall indemnify Lilly on demand against all Losses which may be suffered or incurred by Lilly arising out of or in connection with any such transfer, or any contract of employment so transferred to Lilly, or the termination of any such contract of employment by Lilly subsequent to any such transfer (which Lilly shall be free in its absolute discretion to terminate without prejudice to its rights under this Clause).

6. LIABILITY AND INSURANCE

6.1 The Contractor shall indemnify and keep indemnified Lilly on demand from and against any Losses suffered or incurred by Lilly (or any

of its Personnel) arising out of or in connection with any of the following events:

- (a) any personal injury (including death) or damage to any property caused by any neglect or deliberate act or omission by any of the Contractor's Personnel; and/or
- (b) any breach by the Contractor of any of its obligations under Clause 8, or any failure by any of the Contractor's Personnel to treat the Confidential Information in accordance with the undertakings contemplated by Clause 8.2.

6.2 Nothing in this Agreement shall be construed as limiting or excluding the liability of any Party for fraud, for death or personal injury resulting from the negligence of that Party or any of its Personnel or the liability of the Contractor under Clause 6.1.

6.3 Subject to Clause 6.2 neither Party shall be liable for any indirect or consequential loss (including, without limitation, any loss of profits, loss of reputation, loss of goodwill, loss of opportunity or loss of business) suffered by the other under this Agreement.

6.4 The Contractor shall effect and maintain at all times during the currency of this Agreement and for a period of 12 months following its termination (at its own expense) general liability insurance in such indemnity amounts and subject to such elements of self insurance as would be affected and maintained by a prudent Contractor in the position of the Contractor.

6.5 Without prejudice to the generality of Clause 6.4, the Contractor shall effect and maintain at all times during the currency of this Agreement and for a period of 12 months following its termination (at its own expense) the following policies of insurance:

- (a) employer's liability insurance (including product liability insurance);
- (b) general third Party liability insurance against property damage or destruction or loss or loss of use and any death, illness, disease or personal injury, physical or mental, caused by, arising out of or in any way connected with the performance of this Agreement; and
- (c) such other insurances as may be specified in Schedule 3 in indemnity amounts satisfactory to Lilly and as may be identified in Schedule 3.

6.6 As part of the provision of the Services, the Contractor's goods, plant, or machinery (including any modes of transportation of any of the Contractor's Personnel engaged in the provision of the Services) may be placed on the Site. In such instance, said goods, plant or machinery shall be at the risk of the Contractor and shall be insured by the Contractor on an "all risks" basis as appropriate.

6.7 All insurances required to be effected by the Contractor shall be effected through or with (as applicable) insurance brokers and insurers of recognised standing.

6.8 The Contractor shall supply Lilly with evidence of compliance by the Contractor with its obligations under Clauses 6.4, 6.5 and 6.7 as Lilly may require from time to time including, without limitation, certified copies of the certificates of insurances relating thereto which certificates shall incorporate any exclusions. The Contractor shall furnish the receipt for the last premium upon execution of this Agreement and thereafter upon request by Lilly from time to time.

6.9 The Contractor shall notify Lilly in writing of any material change to, lapsing or cancellation of any policy of insurance required to be effected by it under this Agreement within five business days of the same occurring.

7. INTELLECTUAL PROPERTY

7.1 Subject to Clause 7.3, all Intellectual Property Rights in and to Work Product shall vest and remain vested in Lilly.

7.2 The Contractor further agrees to do and execute (and shall procure that each of the Contractor's Personnel do and execute) all matters, acts,

things and documents that are necessary to finalise the assignment and transfer or any intellectual property rights in Work Product to Lilly or register Lilly as the owner of registrable rights.

7.3 Contractor Background shall remain vested in the Contractor or the Contractor's Personnel as the case may be, but Lilly shall (for its own benefit and as trustee for the benefit of its Affiliates) have an irrevocable royalty free licence to copy and use and to reproduce Contractor Background for any reasonable purpose relating to the Services, including, without limitation, the execution, completion of the Services or maintenance, letting, promotion, advertisement, reinstatement and repair of any work arising out of or in connection with the Services.

7.4 All Intellectual Property in and to all Lilly Materials are vested and shall remain vested in Lilly. The Contractor shall not use Lilly Materials for any other purpose other than the supply of Services pursuant to this Agreement. The Contractor acknowledges and agrees that no licence is granted to the Contractor in respect of Lilly Materials other than expressly granted by the provisions of this Agreement. The Contractor shall return (at its own cost) all Lilly Materials to Lilly at any time upon receipt of a request from Lilly.

8. CONFIDENTIALITY

8.1 The Contractor shall at all times keep confidential the Confidential Information and shall not, without the prior written consent of Lilly, use, disclose, copy or modify the Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement.

8.2 The Contractor undertakes to disclose Confidential Information only to those of the Contractor's Personnel to whom, and to the extent to which, such disclosure is necessary for the exercise of its rights and performance of its obligations under this Agreement, and to procure that such persons are made aware of, and agree in writing (in a form specified by Lilly) to observe the obligations of confidentiality in Clause 8.1.

8.3 The Contractor shall give notice to Lilly of any unauthorised use, disclosure, theft or other loss of the Confidential Information immediately upon or as soon as practicable after becoming aware of it.

8.4 The provisions of Clauses 8.1 and 8.2 shall not apply to information that:

- (a) was, at the time of receipt by the Contractor, in the public domain;
- (b) has, after receipt by the Contractor, entered the public domain through no act or omission of the Contractor, its servants, agents, or contractors; or
- (c) is by law or by any court or order of any governmental or regulatory authority required to be disclosed, to the extent of the relevant disclosure requirement.

8.5 If the Contractor is required by law or by any order of any court or governmental or regulatory authority to disclose the Confidential Information, it shall promptly notify Lilly of receipt of notice of that requirement and, at the request and cost of Lilly, shall assist it in opposing any such disclosure.

8.6 The existence and terms of this Agreement are confidential and may not be disclosed by the Contractor without Lilly's consent. In particular, the Contractor shall not refer to Lilly or any information relating to the Services in any promotional material of any nature without the prior written approval of Lilly.

8.7 If the Contractor breaches or violates any of the provisions of this Agreement, the Contractor agrees that damages can in no way compensate therefor and that injunctive relief is reasonable and essential to safeguard the legitimate interests of Lilly. Accordingly, the Parties hereby agree and

declare that, (in addition to any other remedies afforded by a court of equity) injunctive relief may be obtained by Lilly.

9. TERMINATION

9.1 This Agreement shall come into effect on the date of this Agreement, and shall continue in full force for so long as a valid Lilly purchase order remains in existence unless terminated sooner under Clause 9.2, Clause 9.3 or Clause 10.2.

9.2 Lilly may terminate this Agreement at any time by giving 14 days' notice in writing to that effect to the Contractor.

9.3 The occurrence of an Event of Default in relation to the Contractor shall constitute repudiation (but not a termination) of this Agreement by the Contractor (whether the occurrence of that Event of Default is voluntary, involuntary or occurs by operation of law or pursuant to any decree or order of any court). If an Event of Default occurs and is continuing in relation to the Contractor, then Lilly may, at its option (and without prejudice to any other rights or remedies which it may have under this Agreement or otherwise):

- (a) suspend the operation of this Agreement for such period of time as it, in its absolute discretion, sees fit; or
- (b) accept such repudiation and by notice the Contractor and with immediate effect terminate this Agreement (but without prejudice to the continuing obligations of the Contractor under this Agreement) whereupon all rights of the Contractor under this Agreement shall cease; and/or
- (c) proceed by appropriate court or other action to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement.

9.4 For the purposes of this Agreement, each of the following shall be an Event of Default:

- (a) the Contractor fails to comply with any obligation on its part under this Agreement which failure is, in the opinion of Lilly, material, and either that failure is not susceptible to remedy or, if it is susceptible to remedy, it is not remedied within 14 days of notice having been given by Lilly to the Contractor requiring that failure to be remedied;
- (b) the Contractor is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due or to be insolvent, or admits inability to pay its debts as they fall due; or the Contractor suspends making payments on all or any class of its debts or announces an intention to do so, or a moratorium is declared in respect of any of its indebtedness; or
- (c) any step (including the making of any proposal, the convening of any meeting, the passing of any resolution, the presenting of any petition or the making of any order) is taken with a view to a composition, assignment or arrangement with any creditors of, or the winding up, liquidation or dissolution of, the Contractor; or any liquidator, receiver or examiner is appointed to or in respect of the Contractor or any of its assets.

9.5 In any of the circumstances in this Clause 9, in which Lilly may terminate this Agreement, Lilly may instead terminate any Work Order.

9.6 Upon the termination of this Agreement for any reason, the Contractor shall:

- (a) promptly deliver to Lilly or, at Lilly's option, destroy all Confidential Information in its possession or control;
- (b) deliver up all records required to be maintained by it pursuant to this Agreement;
- (c) deliver up all Lilly property, equipment or materials in its possession or under its control (including, without limitation, keys and security swipes);
- (d) remove all of its equipment and belongings and those of its Personnel from the Site; and

(e) fully co-operate with Lilly and the Replacement Contractor in the migration of the Services from the Contractor to Lilly or a Replacement Contractor.

9.7 The termination of this Agreement or any Work Order shall be without prejudice to the rights of each of the Parties accrued up to the date of termination.

9.8 The provisions of this Clause and 5.1 and, to the extent applicable, 17 shall survive the termination of this Agreement however it arises, and shall continue to bind the Contractor without limit in time.

9.9 Without prejudice to Clause 9.7, Lilly shall not be liable to the Contractor for any loss of profits or loss of future earnings arising out of or in connection with termination of this Agreement or any Work Order howsoever arising.

10. FORCE MAJEURE

10.1 No Party shall be liable for its inability or delay in performing any of its obligations hereunder if such delay is caused by an Event of Force Majeure. The Party claiming the Event of Force Majeure shall promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and shall take all reasonable steps to overcome the delay or stoppage.

10.2 If performance of a material obligation under this Agreement is prevented by any Event of Force Majeure for a continuous period of 30 days or more, then the Party for whose benefit the affected obligation would have been performed shall be entitled, by the giving of notice in writing to the other Party, immediately to terminate this Agreement and neither Party shall be liable to the other for such termination.

11. HEALTH AND SAFETY

11.1 Without prejudice to the generality of Clause 1.1, the Contractor shall comply with all necessary safety precautions and safety legislation relevant to the Services including but without limitation the Safety, Health and Welfare at Work Act, 2005, and any amendments thereof and/or regulations rules or orders made pursuant thereto, including the Safety Health & Welfare at Work (Construction) Regulations 2006 (in so far as they are applicable to the Services), the Safety Health and Welfare at Work (General Applications) Regulations 1993 to 2008, the Confined Space Regulations 2001 and any amendments thereof. The Contractor shall also comply with any safety and site rules or requirements as may be advised of by Lilly (a copy of such safety and site rules or requirements must be secured by the Contractor before it proceeds with any of its Services).

11.2 The Contractor shall ensure that each member of the Contractor's Personnel shall comply with all statutory obligations and Lilly's safety requirements, including the Lilly Consultancies Safety Booklet.

11.3 The Contractor shall ensure that each member of the Contractor's Personnel shall confine himself to the areas designated by Lilly and that each such member complies at all times with Lilly badge and pass requirements at the Site.

12. POLICIES AND PROCEDURES

12.1 The Contractor shall comply with, and shall ensure that each of the Contractor's Personnel shall be aware of, and shall comply with, Lilly's policies and procedures. It shall be a term of this Agreement that the Contractor shall direct the Contractor's Personnel to attend any training or orientation provided by Lilly in relation to Lilly's policies and procedures, at no cost to Lilly.

12.2 If there is any alleged breach of Lilly's policies and procedures by the Contractor or any of the Contractor's Personnel, Lilly reserves the right to require the Contractor to remove those Contractor's Personnel from the Site and from performance of the Services.

12.3 The Contractor shall procure that the Contractor's Personnel participate in any investigations, enquires or hearings provided for under any of Lilly's policies, and the failure by the Contractor or any of the Contractor's Personnel to participate in any such procedure shall entitle Lilly to require the Contractor to remove any of the Contractor's Personnel from the Site.

12.4 In the performance of its Services and obligations under this Agreement, the Contractor 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, including, but not limited to: (a) Applicable provisions of the Supplier Privacy Standard as attached hereto as **Schedule 5**, and (b) Applicable provisions of the Information Security Standard attached hereto as **Schedule 6**. For the avoidance of doubt, references to Supplier in Schedules 5 & 6 shall read as references to the Contractor and are binding on same.

13. AUDIT AND RECORDS

13.1 The Contractor shall create and maintain all records:

- (a) required by this Agreement, any applicable Work Order and applicable law that relate to this Agreement and to the Contractor's performance of the Services;
- (b) sufficient to demonstrate that any and all amounts invoiced to Lilly under this Agreement are accurate and proper in both kind and amount;
- (c) sufficient to demonstrate the accuracy of any reports submitted to Lilly under this Agreement or compliance with any applicable Lilly policies and procedures; and
- (d) sufficient to enable Lilly to comply with applicable laws relating in particular to labour, environmental, safety and security issues.

(together referred to as the "**Records**").

13.2 In creating and maintaining the Records, the Contractor shall employ standards and practices that are no less rigorous than those employed by prudent, well managed enterprises within the relevant jurisdiction that provide types of products and services similar to those that the Contractor provides under this Agreement.

13.3 The Contractor shall maintain all of the Records listed above for the longest of the following retention periods that applies:

- (a) any period prescribed by applicable law or stated expressly in this Agreement in another section;
- (b) for Records related to an invoice, for three (3) years after the Contractor receives timely payment in full of all compensation for the Services to which the invoice relates;
- (c) for Records related to reports submitted to Lilly, for three (3) years after the report is submitted;
- (d) for all Records not addressed by one of the above, for three (3) years after the term of this Agreement.

13.4 The Contractor shall allow Lilly to inspect (and, upon request, the Contractor shall furnish copies of) Records the Contractor is required to create or maintain under this Agreement but only for the purposes of evaluating and verifying:

- (a) the Contractor's compliance with the requirements of this Agreement;
- (b) the Contractor's compliance with applicable law and applicable regulations for the pharmaceutical industry related to this Agreement;
- (c) the accuracy and propriety of any invoice submitted to Lilly by the Contractor; and
- (d) the accuracy of any reports submitted to Lilly.

13.5 Subject to giving the Contractor 8 business days' advance written notice, Lilly may enter and inspect during regular business hours only those

premises designated by the Contractor where Records shall be made available to Lilly or where works or services relating to the Services are performed and shall comply with the Contractor's security and access rules and procedures, a copy of which the Contractor shall provide to Lilly prior to such inspection, to accomplish the evaluations and verifications described in Clause 13.4 above. The Contractor shall cooperate with Lilly and provide reasonable assistance to Lilly to facilitate the evaluation and inspection, and Lilly shall reasonably cooperate with the Contractor to mitigate disruption to the Contractor's operations. In the event that Records are maintained, works or services are performed relating to the Services, or Lilly's property is kept at premises that the Contractor does not control, the Contractor shall use its reasonable endeavours to secure rights of entry and inspection sufficient to allow Lilly to exercise its rights under this Clause.

13.6 Lilly, its agents or its designees may exercise Lilly's rights of entrance and inspection under this Clause 13 and shall comply with the Contractor's security and access rules and procedures. Persons that Lilly may designate include Lilly's independent auditors and the representatives of any governmental or regulatory authorities having jurisdiction under applicable law and applicable regulations for the pharmaceutical industry or its activities related to this Agreement. During such inspection, Lilly's agents or its designees shall treat any information, data, or documents that they may inadvertently have access to relating to the Contractor, its clients or third Parties as strictly confidential.

13.7 For Records generated by electronic databases, spreadsheets, programs or the like, Lilly's rights to access and inspection under this Clause 13 extend to the database, spreadsheet subject to complying with the Contractor's IT security rules, a copy of which the Contractor shall provide Lilly prior to such inspection, as well as the Record itself.

13.8 In the event that Lilly determines that it has paid the Contractor more than the Contractor was entitled to be paid, Lilly shall give the Contractor written notice of the overpayment with supporting evidence. In the event the Contractor does not dispute the notice of overpayment, the Contractor shall promptly refund overpayments.

13.9 Lilly shall pay its own expenses for any inspection of the Records of the Contractor's premises. However, if in any audit, Lilly determines that material issues exist that result, resulted or shall result in an overcharge of 2% or more of the invoiced amount for the audited Services, the Contractor shall, within thirty (30) days, reimburse Lilly for its out-of-pocket costs incurred in conducting the audit with such costs not to exceed €15,000. This sub-clause is intended as a fair allocation of audit expenses, not as damages or a penalty.

13.10 Records required by this Clause may also fall within the definition of Work Product, Deliverables or the Contractor Background. The property rights to such Records are established elsewhere in this Agreement, not in this Clause. The Records may also contain Lilly's Confidential Information; if so, the Contractor shall satisfy the obligations under Clause 8, in addition to the obligations of this Clause.

13.11 The Contractor's obligations to maintain Records under this Clause 13 are extinguished to the extent that the Contractor properly satisfies an obligation elsewhere in this Agreement to dispose of such Records or to deliver such Records to Lilly or otherwise properly disposes of them in accordance with other provisions of this Agreement.

13.12 References to the obligations of the "Contractor" throughout this Clause 13 shall be deemed to include the Contractor's vendors and suppliers. Lilly shall have the same right to access and inspection of the Records and premises of such vendors and suppliers in respect of matters relating to the Services, as between Lilly and the Contractor. The

Contractor shall ensure that such right of access and inspection is included in any contracts of the Contractor with its vendors / suppliers in relation to the Services.

14. DATA PROTECTION

14.1 The provisions of this Clause shall apply to this Agreement to the extent the Contractor processes Relevant Personal Data on behalf of Lilly.

14.2 The Parties acknowledge that, in relation to Relevant Personal Data, and for the purposes of the Data Protection Acts, Lilly is the data controller and the Contractor is a data processor.

14.3 The Contractor agrees with Lilly that:

- (a) it shall only process Relevant Personal Data in accordance with the instructions of Lilly from time to time;
- (b) it shall not sell, transfer or allow access to any Relevant Personal Data to any other Party other than those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated by this Agreement;
- (c) it shall not copy any Relevant Personal Data or maintain any Relevant Personal Data on any other systems, application or other medium other than required for the purposes of this Agreement;
- (d) it shall not transfer any Relevant Personal Data outside the European Economic Area;
- (e) it shall take reasonable steps to ensure that the Relevant Personal Data is accurately recorded and kept up to date; and
- (f) it shall maintain procedures for checking, correction and updating the Relevant Personal Data and notifying Lilly of any corrections.

14.4 The Contractor shall take all reasonable measures with a view to preventing unauthorised access to, or unauthorised alteration, disclosure or destruction of, any Relevant Personal Data in the custody of the Contractor, and the Contractor shall take all reasonable steps to ensure that its personnel are aware of and comply with those measures.

14.5 As between Lilly and the Contractor all Relevant Personal Data shall be the property of Lilly.

14.6 The Contractor shall promptly notify Lilly of each request from a data subject for access to Relevant Personal Data relating to him. The Contractor shall not accede to any such request for access except on the instructions of Lilly.

14.7 The Contractor shall indemnify Lilly on demand from time to time from and against all Losses suffered or incurred by Lilly arising out of or in connection with breach by the Contractor of its obligations under this Clause 14.

15. ANTI-BRIBERY

15.1 The Contractor undertakes that it shall perform its obligations under this Agreement in compliance with all laws, enactments, orders, regulations and guidance applicable from time to time.

15.2 The Contractor warrants that it has not and undertakes to Lilly that it shall not (and shall procure that no Contractor and none of its Personnel shall) in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions between it and Lilly by any of the following:

- (a) make or offer to make any payment or transfer anything of value, whether directly or indirectly, to any local, state, federal, national, supranational or any other type of governmental officer or official, or other person charged with similar public or quasi-public duties (including employees of a government corporation or public international organisations) or to any political Party or candidate for public office other than payments required by applicable law;
- (b) make or offer to make any payment or transfer anything of value, whether directly or indirectly, to any other person or entity the purpose of

which is to influence such person to do business with any of the Parties; or

(c) make or offer to make any payment or transfer anything of value, whether directly or indirectly, in the nature of bribery or any other unlawful payment in violation of any applicable law;

(d) and/or acquire, handle, conceal, convert or otherwise deal in any property that is the proceeds of any illegal activity or criminal conduct.

15.3 The Contractor shall notify Lilly in writing as soon as possible of any governmental or regulatory review, audit or inspection of its facility, processes, or works that might relate to the subject matter of this Agreement. The Contractor shall provide Lilly with the results of any such review, audit or inspection save to the extent is legally precluded from so doing. If so requested by Lilly, the Contractor shall afford Lilly with the opportunity to provide assistance to the Contractor in responding to any such review, audit or inspection.

15.4 The Contractor acknowledges that failure to comply with the provisions of this Clause 15 shall constitute a material breach of its obligations under this Agreement.

16. ASSIGNMENT & SUBCONTRACTING

16.1 The Contractor shall not, without the prior written consent of Lilly:

- (a) assign, transfer (whether voluntarily or involuntarily, by operation of law or otherwise) or create or permit to exist any right, title or interest (including, without limitation, any security interest and any beneficial interest under any trust) in, to or under, any of its rights under this Agreement; or
- (b) purport to transfer, sub-contract or delegate any of its obligations under this Agreement.

16.2 If the Contractor wishes to sub-contract any of its obligations under this Agreement, it shall seek the prior approval of Lilly and shall provide such information in relation to the proposed sub-contractor as Lilly may reasonably request from time to time in order to verify identity of that person and its ability to carry out the Contractor's obligations under this Agreement.

16.3 Notwithstanding any sub-contracting by the Contractor, the Contractor shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation on the Contractor to procure that its Personnel and the sub-contractors' Personnel also do, or refrain from doing, such act or thing.

16.4 Lilly in its sole discretion may assign, novate or otherwise dispose of this Agreement (in whole or in part) to an Affiliate or any Party to whom it assigns, transfers or subcontracts all or a substantial part of its business.

16.5 Lilly may subcontract the performance of any of its obligations under this Agreement to any Affiliate or any third Party to whom it entrusts the administration of facilities and services at the Site. Without prejudice to the generality of the foregoing Lilly may, from time to time, elect to have this Agreement administered by a third Party facilities management Contractor as Lilly's representative in such matters.

17. GENERAL

17.1 Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture, or the relationship of principal and agent, between the Parties or any of them, and neither of the Parties shall have any right or authority to act on behalf of the other or to bind the other in any way.

17.2 Notices and other communications under or in connection with this Agreement may be given in writing by hand, by ordinary pre-paid post or by facsimile or by email, save that service of any notice of any claim,

dispute, termination, breach or legal proceedings in connection with this Agreement shall not be made by email. Any such notice, if so given, shall be deemed to have been served:

- (a) if sent by hand, when delivered;
- (b) if sent by post, one business day after posting;
- (c) if sent by facsimile, upon production by the sender's facsimile transmission system of a receipt confirming transmission of the communication to the correct facsimile number; and
- (d) if sent by e-mail upon production by the sender's email system of a delivery receipt (or equivalent) confirming delivery of the communication to the correct e-mail address.

The address, telephone number and facsimile number of each Party for the purpose of the giving of notices under this Agreement shall be that set forth in the Memorandum of Agreement in relation to that Party (or such other address or number or address (if any) as has, for the time being, most recently been stipulated by the addressee concerned in a notice to the other Party given in accordance with this Clause).

17.3 Each Party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing as may be reasonably requested of it by any other Party to implement this Agreement.

17.4 If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of the remainder of the provision in question or any other provision of this Agreement.

17.5 The Parties recognise that printed purchase orders, invoices and other commonly used form documents relating to the performance of any obligations hereunder may contain terms which conflict with one or more terms of this Agreement. In case of any such conflict, the relevant terms of this Agreement shall prevail.

17.6 This Agreement contains the sole and entire agreement between the Parties in relation to its subject matter and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard. Each Party acknowledges that it is not relying, and will not seek to rely on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement. Nothing in this Clause 17.6 shall be construed as excluding liability for fraud, or death or injury caused by the negligence of either Party.

17.7 Each of the rights of each Party under this Agreement may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that Party may have under this Agreement, law or otherwise; and may be waived only in writing and specifically. Delay by a Party in exercising, or the non-exercise by a Party of, any such right will not constitute a waiver of that right.

17.8 Any amendment to this Agreement must be in writing and duly signed for and on behalf of each of the Parties to this Agreement.

17.9 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

17.10 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of Ireland.

17.11 The Irish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the Parties submit to the exclusive jurisdiction of the Irish courts.

18. INTERPRETATION.

18.1 In this Agreement:

“**Affiliate**” means, in relation to a person, any other person which controls, is controlled by or is under common control with that first person; and for this purpose “control” means possession of the power to direct or cause the direction of the management and policies of a person whether by membership, ownership, contract or otherwise;

“**Confidential Information**” means any and all information relating to Lilly or its Affiliates or licensors which is disclosed to the Contractor and/or to which the Contractor has access, whether in oral, written or electronic form or by way of model or in other tangible form and whether before, on or after the date of this Agreement including (without limitation): (i) technical, commercial, scientific and other data, processes and information relating to, amongst other things, products developed or being developed by Lilly or its Affiliates and research and development proposals or projects of Lilly or its Affiliates; (ii) information relating to the business affairs and activities of Lilly or its Affiliates (including, without limitation, all information relating to, or comprised in, customer and supplier information, business, financial, customer, product and service development plans, forecasts, strategies, names and expertise of employees and consultants); and (iii) information and data relating to Lilly's or its Affiliates' compounds, drug substances and chemical and biological compositions, and all results, information and other data arising out of or in any way connected with the analysis of these substances;

“**Contractor Background**” means any materials or Intellectual Property Rights created by the Contractor or any of its Personnel prior to the Commencement Date or independently of the Services which are otherwise owned or licensed by the Contractor as at the Commencement Date;

“**Data Protection Acts**” means the Data Protection Acts 1988 and 2018 of Ireland;

“**date of this Agreement**” means the date first written on the Memorandum of Agreement;

“**Deliverable**” means any good, equipment, information, material, technology or other deliverable to be supplied by the Contractor to Lilly under or in connection with this Agreement;

“**Event of Force Majeure**” means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government sanction embargo or similar action; law, judgment, order, decree, embargo, blockade, labour dispute including but not limited to strike, lockout or boycott (save where such labour dispute is induced by the Party so incapacitated); interruption or failure of utility service including but not limited to electric power, gas, water or telephone service;

“**Good Industry Practice**” means the exercise of such reasonable skill, care, prudence, efficiency, foresight and timeliness as would be expected from a reasonably and suitably skilled, trained and experienced person engaged in the same type of undertaking and for the same or similar circumstances;

“**Intellectual Property Right**” means any and all intellectual property rights including without limitation, patents, inventions, copyright (including but not limited to all rights in respect of software), trade marks, database rights, design rights, topography rights, whether or not any of these is registered and including any applications for registration of any such rights, know-how, confidential information and trade secrets (including designs, processes or products that are to become or may become the subject of an application as aforesaid) and all rights or forms of protection of a similar

nature or having similar effect to any of these that may exist anywhere in the world;

“**Lilly Materials**” means all materials, samples, drawings, specifications provided by Lilly to the Contractor;

“**Loss**” includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine;

“**Personnel**” means in respect of a person, any of that person’s employees, servants, agents or sub-contractors;

“**Relevant Personal Data**” means personal data (as defined in the Data Protection Acts) delivered to the Contractor by or at the direction of Lilly, or collected by the Contractor, for the purposes of this Agreement;

“**Site**” means Lilly’s premises at 11 Eastgate Avenue, Eastgate Business Park, Little Island, Co. Cork, or such other locations as may be requested by Lilly;

“**Work Order**” means any work order issued by Lilly in connection with this Agreement; and a specimen of a work order is set out in Schedule 4.

“**Work Product**” means all drawings, designs, reports, specifications, calculations or other documents including all information stored on any computer or disk whatsoever generated, obtained or provided by or on behalf of the Contractor (or any of the Contractor’s Personnel) in connection with the Services (other than Contractor Background).

18.2 In this Agreement, unless the contrary intention is stated, a reference to:

- (a) the singular includes the plural and vice versa;
- (b) either gender includes the other;
- (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any

association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(d) a person includes that person’s legal personal representative, permitted assigns and successors;

(e) time shall be construed by reference to whatever time may from time to time be in force in Ireland;

(f) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;

(g) a Recital, Clause or Schedule, is a reference to a recital, clause or schedule of this Agreement;

(h) a statute, by-law, regulation, delegated legislation or order is to the same as amended, modified or replaced from time to time, and to any by-law, regulation, delegated legislation or order made thereunder;

(i) ‘including’ means comprising, but not by way of limitation of any class, list or category;

(j) ‘writing’ shall include a reference to any electronic mode of representing or reproducing words in visible form (other than by short messaging service); and

(k) ‘business day’ shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in Ireland.

18.3 Headings are to be ignored in the construction of this Agreement.

18.4 References to ‘this Agreement’ shall be mean clauses of, and schedules, appendices and attachments (if any) to this Agreement, all of which shall be read together as one document. [ends]

SCHEDULE 2- PRICING

As agreed by both the Contractor and Eli Lilly Cork Limited

SCHEDULE 3– SPECIAL TERMS AND CONDITIONS

1. Contractor Insurances

Description	Indemnity Limits	Other conditions
Employer’s liability insurance for any one event [and unlimited in the aggregate]	€ 6,500,000 [six million five hundred thousand Euro]	
Professional Indemnity insurance for any one event [and unlimited in the aggregate].	€ 6,500,000 [six million five hundred thousand Euro]	
General third party insurance including public liability and Product Liability for any one event [and unlimited in the aggregate].	€6,500,000 [six million five hundred thousand Euro]	
Maximum permitted deductible/excess limit for the Contractor’s public liability insurance unless specifically disclosed in respect of:	[€10,000]	
(a) property damage	[€10,000]	
(b) personal injury		
Automobile insurance:		
(a) for personal injury / death	Unlimited	
(b) for third party property damage	€1,000,000 [one million Euro]	

2. Other Special Terms & Conditions

SCHEDULE 4 - WORK ORDER

1. Service Description

Please refer to the Quotation agreed by both the Contractor and Eli Lilly Cork Limited for a detailed description of the Services/Materials being provided

2. Service Team

As agreed by both the Contractor and Eli Lilly Cork Limited

3. Service Management

As agreed by both the Contractor and Eli Lilly Cork Limited

SCHEDULE 5 – SUPPLIER PRIVACY STANDARD

Purpose

This Supplier Privacy Standard (or “Standard”) sets forth privacy and confidentiality requirements with respect to Personal Information Processed by Supplier on behalf of Lilly and/or its Affiliates (“Lilly”) to ensure that the Processing by Supplier is compliant with global applicable privacy and data protection laws and the requirements of Lilly’s Global Privacy Program.

The Supplier Privacy Standard is available at: <https://www.lilly.com/suppliers/supplier-resources>

SCHEDULE 6 – INFORMATION SECURITY STANDARD

This Information Security Standard sets forth Eli Lilly and Company's ("Lilly") information security requirements for third parties/suppliers (each, a "Third Party/Supplier") with respect to the confidentiality, integrity and availability of Information (defined below). Any additional Third Party/Supplier obligations related to Information security under any agreement with Lilly are in addition to the requirements of this Information Security Standard.

The Information Security Standard is available at: <https://www.lilly.com/suppliers/supplier-resources>