

ELI LILLY KINSALE LIMITED - TERMS & CONDITIONS EFFECTIVE: JANUARY 1, 2018

1. ENTIRE AGREEMENT

1.1 Subject to Clause 1.6, these terms and conditions (the “**Conditions**”), together with the purchase order issued by Eli Lilly Kinsale Limited (“**Lilly**”) to which these Conditions are attached (the “**Purchase Order**”) constitute the entire agreement between you (the “**Supplier**”) and Lilly with respect to the supply of any goods or services by the Supplier to Lilly in connection with the Purchase Order and shall prevail over and supersede all prior agreements, purchase orders, understandings, statements and communications between the parties with respect to the Purchase Order. Without prejudice to the generality of the foregoing, these Conditions shall apply to the exclusion of any terms and conditions which the Supplier may purport to apply at any time, whether contained in any acknowledgement of the Purchase Order or otherwise.

1.2 In any circumstances where the Supplier has not previously formally accepted these Conditions, acceptance of the Purchase Order shall be deemed conclusive evidence of the Supplier’s acceptance of these Conditions.

1.3 The quantity and description of any goods or services ordered shall be as set out in the Purchase Order. In addition, the Supplier shall ensure that goods or services supplied conform to any description given by the Supplier and any drawings or specifications provided by Lilly.

1.4 For the avoidance of doubt, the Supplier shall be obliged to comply with any additional terms set out in the Purchase Order or any other document referenced in the Purchase Order or these Conditions.

1.5 It is specifically understood that the Purchase Order shall be interpreted as a non-exclusive agreement. Accordingly, subject to the requirements of Clauses 18.1 (*general*), 11 (*intellectual property*) and 13 (*confidentiality*), either party shall be free to enter into an agreement for goods or services of a similar nature with any other party without limitation.

1.6 If there is a prior written agreement between Lilly and the Supplier, in respect of any goods and services the subject of the Purchase Order, in force at the date of the Purchase Order (a “**Pre-Existing Agreement**”), then the terms and conditions of the Pre-Existing Agreement shall apply to the Purchase Order in lieu of these Conditions.

2. SERVICES

2.1 The Supplier agrees to provide to Lilly the services with reasonable skill and care, promptly in accordance with the instructions of Lilly from time to time and in accordance with all applicable laws.

2.2 The Supplier shall procure that all personnel engaged by it in providing the services possess such skills, knowledge, experience and qualifications as are necessary to fulfil the services.

2.3 The Supplier shall use its best endeavours to ensure the continuity of the Supplier’s Personnel throughout the provision of the services.

2.4 Lilly shall have the benefit of all representations, warranties and undertakings implied by law in relation to the services.

2.5 Lilly may request the Supplier to remove from performance under the Purchase Order any of the Supplier’s Personnel; such right not to be unreasonably exercised.

3. PRICE AND PAYMENT

3.1 The price for any goods or services ordered by Lilly shall be at the price and in the manner set out in the Purchase Order. If no price is specified therein, the price of the goods or services shall be the price last quoted by the Supplier or that last paid by Lilly to the Supplier, or the prevailing market price, whichever of these prices is the lower.

3.2 Unless expressly stated otherwise all amounts payable by Lilly to the Supplier are exclusive of VAT but are inclusive of all other taxes and other

impositions, costs, charges and expenses chargeable in respect of the relevant goods upon the Supplier or any other person before delivery.

3.3 All prices stipulated in the Purchase Order are fixed and may not be increased without the prior written approval of Lilly. Unless stated otherwise, the Purchase Order sets out an exhaustive list of payments due from Lilly to the Supplier under the Purchase Order.

3.4 The payment terms for any goods or services ordered by Lilly shall be set out in the Purchase Order. If no terms are specified, payment of the price and any VAT shall be due within 60 days from the date the invoice is received by Lilly provided however, if Lilly disputes any portion of the invoice, Lilly shall pay only the undisputed portion of such invoice and shall notify the Supplier of the amount in dispute and the basis on which such amounts are disputed. The parties agree that Lilly will not be liable to pay interest or any invoice which is overdue as a result of dispute.

3.5 All invoices for amounts stated as payable by Lilly to the Supplier 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 Supplier shall use such electronic invoicing portal as Lilly may operate from time to time. Lilly will provide the Supplier further information about its electronic invoicing portal, including the required information and format for invoices.

3.6 Lilly shall be entitled to set-off any matured obligation owed by the Supplier to Lilly under the Purchase Order (including, without limitation, the amount of any defects in the goods, and/or the amount of any claim or loss and/or expense of any damage which has been incurred (or is likely to be incurred) by Lilly by reason of any breach or default of the Supplier in connection with the Purchase Order) against any obligation (whether matured or unmatured) owed by Lilly to the Supplier. 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 will not be obligated to pay any amounts to the Supplier under the Purchase Order so long as any sums which are then due by the Supplier to Lilly under the Purchase Order remain unpaid, and any such amounts which otherwise would be due will fall due from Lilly only if and when the Supplier has paid all such sums.

4. QUALITY AGREEMENT

4.1 Lilly may request the Supplier to enter into a Quality Agreement. The Quality Agreement shall outline the obligations of the Supplier of the goods or services with respect to the quality assurance of the goods or services. Where the Supplier is not the manufacturer of the goods the Supplier shall procure that the manufacturer shall comply with the terms of the Quality Agreement.

4.2 If upon issue of the Purchase Order, a Quality Agreement has not already been agreed and/or put into practice, then as soon as is reasonably practicable following issue of the Purchase Order, at its discretion, Lilly shall produce and provide to the Supplier a draft Quality Agreement with respect to the goods or services to be supplied to Lilly by the Supplier under the Purchase Order. The Supplier, acting in good faith, shall consider the draft Quality Agreement and shall promptly provide to Lilly its observations in relation to that draft, and the Supplier and Lilly, each acting in good faith, shall use all reasonable endeavours with a view to promptly agreeing the terms of the initial Quality Agreement.

4.3 The initial Quality Agreement, and amendments to, and substitutions for, the Quality Agreement from time to time shall be documented in full, and

each party shall acknowledge agreement to its terms by signing the document containing its description. Notwithstanding the requirement for signature of a Quality Agreement, it shall become binding on the parties when put into practice following issue of the Purchase Order by Lilly in respect of the goods or services to which the Quality Agreement relates.

5. VARIATION

5.1 Any variation of these Conditions or the Purchase Order (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed to in writing by Lilly.

5.2 Lilly may at any time before dispatch by the Supplier of any goods make changes in drawings or specifications, require additional work or direct the omission of work covered by the Purchase Order. If such changes cause a change in the cost to the Supplier of performing the Purchase Order or meeting any applicable delivery or milestone dates in any way, then the Supplier shall give written notice to Lilly as soon as practicable but in any event not later than 14 days after receipt of a change request from Lilly. Any increase in cost or change in the delivery or milestone dates will either be approved by Lilly within 14 days of receipt of the Supplier's notice or Lilly will give the Supplier other instructions with respect to such change request. If the Supplier fails to give such notice the Supplier shall be solely responsible for any increase in cost or delay. Any increase or decrease to the cost of performing the Purchase Order owing to any addition or omission of work relating to the Purchase Order shall be ascertained by Lilly and agreed by the Supplier on a reasonable basis commensurate with the price of the Purchase Order. For the avoidance of doubt, the omission of work relating to the Purchase Order shall not entitle the Supplier to loss of anticipated profit on such omitted portion of the Purchase Order price.

5.3 In the event of changes to the delivery or milestone dates caused by Lilly, Lilly shall grant an extension of time (where appropriate), provided the Supplier's written notification, complete with all details of the occurrence of such delay has been notified to Lilly within a reasonable time and in any event within 10 days after the Supplier became aware or ought to have become aware of such occurrence. Lilly shall make a reasonable assessment of any reasonable costs as may be associated with such delay.

6. INSPECTION OF GOODS

6.1 At any time, prior to any dispatch of goods to it, Lilly (or any other person whom it may nominate) shall be entitled to inspect, examine and test the goods at the Supplier's premises and, if any goods or any part of them are being manufactured on other premises, the Supplier shall obtain for Lilly permission to carry out a like inspection on such premises.

6.2 Any inspection, examination or test required or carried out by Lilly shall not in any way affect the Supplier's warranties or reduce or relieve the Supplier of its obligations under the Purchase Order or constitute a waiver by Lilly and shall be without prejudice to any of Lilly's other rights under the Purchase Order. Without prejudice to the generality of the foregoing, Lilly shall be entitled to inspect the goods upon their arrival at the final destination, to issue a refusal at any of these times, or to express any reservations. The Supplier's responsibility shall not be reduced or relieved by any observations that Lilly may make regarding instructions detailed in the Supplier's designs or drawings and concerning the nature and quality of the materials used.

7. DELIVERY

7.1 The Supplier shall, where applicable, deliver the goods in accordance with the Purchase Order.

7.2 If the Supplier fails to deliver the goods or supply the services to Lilly on or before the due date as specified in the Purchase Order (or, where Lilly requests a change to the specifications of goods after the date of the Purchase Order, such later delivery date as may be specified by Lilly in accordance

with Clause 5.3), the Supplier shall pay to Lilly such liquidated damages (if any) as specified in the Purchase Order (if any).

7.3 Lilly may postpone delivery or supply by reasonable notice given to the Supplier at any time before delivery or supply. Without prejudice to the generality of the foregoing, in the event of an industrial dispute or other action preventing Lilly from operating in its normal course of business, Lilly reserves the right to suspend acceptance of deliveries of goods or supply of services until the dispute or other action has ceased.

8. ACCEPTANCE OF GOODS

8.1 Title and risk in any goods supplied shall pass to Lilly upon the delivery to and acceptance of such goods by, Lilly, free from any third party rights or interests. Lilly may reject goods which are not in accordance with the Purchase Order. In those circumstances, Lilly shall be entitled to return any such goods to the Supplier at the Supplier's cost and risk to the fullest extent permitted by law.

9. TRANSPORTATION AND CLAIMS OF GOODS

9.1 The Supplier is solely responsible for compliance with all laws relating to the labelling, packaging and carriage of the goods until delivery and for ensuring that such labelling, packaging, carriage and delivery are made in accordance with the best current industry practice and all applicable legal requirements and meet with all relevant government and local authority requirements. For the avoidance of doubt, the Supplier shall be obliged to procure that all third party carriers and other Suppliers engaged by it shall comply with the foregoing.

10. LIABILITY AND INSURANCE

10.1 The Supplier shall indemnify and keep indemnified Lilly (on demand) from and against all Losses suffered or incurred by Lilly arising out of or in connection with any of the following:

(a) any injury or death to any person or in respect of any loss of or damage to any property caused by or arising out of any act, omission or negligence of the Supplier or any of the Supplier's Personnel in connection with the Purchase Order;

(b) any damage caused by the goods or any defects therein owing to the act, omission or negligence of the Supplier or any of the Supplier's Personnel.

10.2 The Supplier shall effect and maintain at all times during the currency of the Purchase Order 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 service provider in the position of the Supplier or as may be required by Lilly from time to time. The Supplier shall supply Lilly with evidence of compliance by the Supplier with its obligations under this Clause as Lilly may require from time to time.

11. INTELLECTUAL PROPERTY

11.1 All Lilly Materials are and shall remain the exclusive property of Lilly. The Supplier shall not use Lilly Materials for any other purpose other than as may be necessary for its performance of the Purchase Order. The Supplier acknowledges and agrees that no licence is granted to the Supplier in respect of Lilly Materials other than expressly granted by the provisions of these Conditions.

11.2 Supplier IP shall remain vested in the Supplier 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 any Supplier IP provided by the Supplier solely for any reasonable purpose relating to the Purchase Order, including, without limitation, any of the execution or completion of the Purchase Order.

11.3 The Supplier agrees to indemnify and hold harmless Lilly (on demand) from and against any and all Losses which may at any time be suffered or incurred by Lilly as a consequence of any of the goods or services or any

design, article or material in any of the goods or services or their operation or use constituting an infringement of any Intellectual Property Rights of any third party to the extent such infringement was not caused by Lilly Materials.

11.4 The Supplier further agrees to do and execute (and shall procure that each of the Supplier'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 any Work Product to Lilly or register Lilly as the owner of registrable rights in any Work Product.

12. WARRANTIES

12.1 The Supplier represents and warrants to Lilly that on an ongoing basis:

(a) all goods delivered to Lilly shall conform to any specification and/or drawing provided by Lilly and to any description given by the Supplier in respect of the goods concerned;

(b) any goods delivered to Lilly shall be of merchantable quality, free from defects in materials and workmanship and shall, unless a different period is specified in the Purchase Order, remain fit for use in their intended purpose for the period of 430 days commencing on the date on which the goods concerned are delivered; and

(c) the goods when delivered comply with all applicable laws.

12.2 In the event that any goods or services are not delivered or performed in accordance with this Agreement and in addition to and without prejudice to any other rights which Lilly may have, Lilly may:

(a) require the Supplier to remedy the defect(s) in the goods or, in the case of services, to re-perform the services at its own cost without delay, and remedy any damage to other property arising directly or indirectly out of any defect(s) in the goods or non-performance of the services in accordance with these Conditions or the Purchase Order, in which event the Supplier shall proceed to carry out such remedial works with all possible speed and/or supply replacement goods or reperform services; or

(b) arrange for a person other than the Supplier to remedy the defect(s) in the goods or to re-perform the services at its own cost without delay, and remedy any damage to other property arising directly or indirectly out of the defect(s) in the goods or non-performance of the services in accordance with these Conditions or the Purchase Order, in which event the Supplier shall indemnify Lilly on demand against all costs incurred in connection with such remedial works and/or supply replacement goods or reperform services.

12.3 The provisions of these Conditions shall apply to any goods supplied or services performed by the Supplier to Lilly in place of any defective goods or services.

13. CONFIDENTIALITY

13.1 The Supplier 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 the Purchase Order.

13.2 The Supplier undertakes to disclose Confidential Information only to those of the Supplier's Personnel to whom, and to the extent to which, such disclosure is necessary for the performance of the Purchase Order, and to procure that such persons are made aware of, and agree in writing to observe the obligations of confidentiality in Clause 13.1.

13.3 The Supplier 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.

13.4 The provisions of Clauses 13.1 and 13.2 shall not apply to information that:

(a) was, at the time of receipt by the Supplier, in the public domain;

(b) has, after receipt by the Supplier, entered the public domain through no act or omission of the Supplier, its servants, agents, or Suppliers; or

(c) 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.

13.5 If the Supplier 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.

13.6 The existence and terms of the transaction constituted by the Purchase Order are confidential and may not be disclosed by the Supplier without Lilly's consent. In particular, the Supplier shall not refer to Lilly or any information relating to the Purchase Order in any promotional material of any nature without the prior written approval of Lilly.

13.7 The Supplier shall, at the request of Lilly from time to time, promptly deliver to Lilly or destroy all the Confidential Information in its possession or control.

13.8 Notwithstanding the foregoing provisions of this Clause 13, Lilly shall be entitled, at any time, and without notice to the Supplier, to disclose information relating to a possible violation of laws, or the existence of the terms of the Purchase Order, including the compensation provisions, to a client, to a government or government agency, and to anyone determined by Lilly to have a legitimate need to know.

14. CORRUPT PRACTICES

14.1 The Supplier undertakes that it will perform its obligations under the Purchase Order in compliance with all laws, enactments, orders, regulations and guidance applicable from time to time.

14.2 The Supplier warrants that it has not and undertakes to Lilly that it will not in connection with the transactions contemplated by the Purchase Order, or in connection with any other business transactions between it and Lilly:

(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; or

(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.

14.3 The Supplier shall maintain accurate and complete records in relation to its performance of the Purchase Order for a period of five (5) years following completion of the Purchase Order. The Supplier shall maintain adequate internal controls to ensure compliance with this Clause 14. The Supplier shall make all such records and documented controls available for review by Lilly, or an independent party nominated by Lilly, for the purpose of verifying the Supplier's compliance with this Clause 14 at Lilly's request from time to time.

14.4 The Supplier shall cooperate in good faith to investigate the extent of any potential violations of law in connection with its performance of the Purchase Order.

14.5 The Supplier shall indemnify and keep indemnified Lilly and its Affiliates on demand in respect of:

- (a) any penalties, fines, judgements or awards imposed on Lilly or any of its Affiliates;
- (b) any settlements made by Lilly or its Affiliates; and
- (c) all reasonable costs or fees incurred by Lilly or any of its Affiliates, in each case arising out of or in connection with any breach by the Supplier of its obligations under this Clause 14 or any third party investigation into, or proceedings in relation to, any actual or alleged engagement by the Supplier in any unlawful conduct or corrupt practices.

15. HEALTH AND SAFETY

15.1 The Supplier shall comply with all necessary safety precautions and safety legislation relevant to the performance of the Purchase Order 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, 2001 & 2003, the Confined Space Regulations 2001 and any amendments thereof. The Supplier 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 Supplier before it proceeds with performance of the Purchase Order).

16. FORCE MAJEURE

16.1 No party shall be liable for its inability or delay in performing any of its obligations under or in connection with the Purchase Order if such inability or delay is caused by an Event of Force Majeure. The party claiming the Event of Force Majeure will 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.

16.2 If performance of a material and substantial obligation under the Purchase Order is prevented by any Event of Force Majeure for a continuous period of 90 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 cancel the Purchase Order and neither party shall be liable to the other for such cancellation.

17. TERMINATION

17.1 Lilly may cancel the Purchase Order at any time by giving 30 days' notice in writing to that effect to the Supplier.

17.2 Lilly may cancel the Purchase Order with immediate effect without notice if:

- (a) the Supplier fails to deliver any goods on or before the due date for delivery;
- (b) the Supplier breaches any of its obligation under Clause 14 (*corrupt practices*) or Lilly (acting reasonably) believes that the Supplier or any of its Personnel have engaged in conduct prohibited by Clause 14 (*corrupt practices*).
- (c) the Supplier commits a material breach of these Conditions other than a breach contemplated by Clause 17.2(a) above and where that breach is capable of remedy, fails to remedy that breach within 14 days of notice having been given by Lilly to the Supplier requiring it to do so;
- (d) the Supplier 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 Supplier 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
- (e) any step is taken for the winding up, liquidation or dissolution of, the Supplier; or any liquidator, receiver or examiner is appointed to or in respect of the Supplier or any of its assets.

17.3 Cancellation of the Purchase Order shall be without prejudice to the rights of each of the parties accrued up to the date of termination.

17.4 The provisions of this Clause and Clauses 10 (*liability and insurance*), 11 (*intellectual property*), 12 (*warranties*), 13 (*confidentiality*), and, to the extent applicable, 18 (*general*) shall survive the cancellation of the Purchase Order however it arises, and shall continue to bind the Supplier without limit in time.

17.5 Upon cancellation of the Purchase Order (for whatever reason):

- (a) the Supplier shall cease to be bound to deliver and Lilly shall cease to be bound to receive delivery of any further goods or services;
- (b) Lilly shall cease to be bound to pay that part of the price which relates to goods or services which have not been delivered;
- (c) Lilly shall not be liable for any loss or damage whatever arising from such termination; and
- (d) the Supplier shall return or, at the request of Lilly, destroy (at its own cost) all Lilly Materials and Confidential Information in its possession or control.

17.6 Where cancellation is solely for Lilly's convenience and is not due to any default of the Supplier Lilly agrees to pay and the Supplier agrees to accept as full and final settlement a sum equal to the cost the Supplier has incurred and can substantiate up to the date of cancellation for materials, labour and overheads which the Supplier cannot reasonably use elsewhere, plus a sum equal to such percentage of the costs aforesaid as would be equal to the percentage of the price under the Purchase Order which represents the Supplier's profit margin. All materials for which Lilly is obliged to pay as aforesaid shall be Lilly's property and shall be delivered promptly to Lilly by the Supplier.

18. GENERAL

18.1 Nothing in these Conditions 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.

18.2 The Supplier may 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 the Purchase Order or these Conditions; or
- (b) purport to transfer, sub-contract or delegate any of its obligations under or in connection with the Purchase Order or these Conditions.

18.3 Each of the rights of each party under these Conditions may be exercised as often as is necessary, is cumulative and not exclusive of any other rights which that party may have under these Conditions, 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.

18.4 The agreement between the parties in relation to the Purchase Order and these Conditions and any associated documents shall be governed by, and construed in accordance with, the laws of Ireland. The Irish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the agreement between the parties in relation to the Purchase Order and these Conditions and any associated documents and the parties submit to the exclusive jurisdiction of the Irish courts.

19. INTERPRETATION

19.1 In these Conditions:

"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 Supplier and/or to which the Supplier 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 the Purchase Order 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;

“**Data Protection Acts**” means the Data Protection Acts 1988 and 2003 of Ireland;

“**Event of Force Majeure**” means an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; 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; labour dispute including but not limited to strike, lockout or boycott (save were such labour dispute is induced by the party so incapacitated);

“**Intellectual Property Rights**” means 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 Supplier;

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

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

“**Quality Agreement**” means the document referred to in Clause 4.1 (as amended or substituted from time to time in accordance with Clause 4);

“**Relevant Personal Data**” means personal data (as defined in the Data Protection Acts) delivered to the Supplier by or at the direction of Lilly, or collected by the Supplier in connection with the Purchase Order;

“**Supplier IP**” means any materials or Intellectual Property Rights created by the Supplier or any of the Supplier’s Personnel prior to the date of the Purchase Order or which are otherwise owned or licensed by the Supplier as at the date of the Purchase Order;

“**VAT**” means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function and including any interest and penalties thereon; and

“**Work Product**” means 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 Supplier (or any of the Supplier’s Personnel) in connection with the Purchase Order (other than Supplier IP).