



Anti-Bribery Commitments for Suppliers

1. Definition of Government Official. "Government Official" means: (i) any officer or employee of: (a) a government or any department or agency thereof; (b) a government-owned or controlled company, institution, or other entity, including a government-owned hospital or university; (c) a public international organization (such as the United Nations, the International Monetary Fund, the International Committee of the Red Cross, and the World Health Organization), or any department or agency thereof; (ii) any political party or party official or candidate for public or political party office; and (iii) any person acting in an official capacity on behalf of any of the foregoing.
2. Compliance with Anti-Corruption Laws. Without limiting Supplier's obligations under the general compliance obligations set forth in the applicable Agreement, Supplier has complied and will comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, and any laws enacted to implement the Organisation of Economic Cooperation and Development ("OECD") Convention on Combating Bribery of Foreign Officials in International Business Transactions.
3. Prohibited Conduct. In connection with this Agreement, Supplier has not made, offered, given, promised to give, or authorized, and will not make, offer, give, promise to give, or authorize, any bribe, kickback, payment or transfer of anything of value, directly or indirectly, to any person or to any Government Official for the purpose of:
 - (i) improperly influencing any act or decision of the person or Government or Public Official;
 - (ii) inducing the person or Government Official to do or omit to do an act in violation of a lawful or otherwise required duty;
 - (iii) securing any improper advantage; or
 - (iv) inducing the person or Government Official to improperly influence the act or decision of any organization, including any government or government instrumentality, in order to assist Supplier or Lilly in obtaining or retaining business.
4. Requests for Information. Supplier will make all reasonable efforts to comply with requests for disclosure of information, including answering questionnaires and narrowly tailored audit inquiries, to enable Lilly to ensure compliance with all applicable laws, including anti-corruption laws, and the Lilly Anti-Bribery Commitments for Suppliers.
5. No Improper Influence. Supplier acknowledges and agrees that all compensation and any other benefits received under this Agreement have been determined through good faith, arms-length negotiation and constitute the fair market value of the tasks undertaken by Supplier. Supplier represents warrants and covenants that all compensation is consistent with its customary charges for undertaking similar tasks for Third Parties.

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6. **Expenses.** Any reimbursable expenses incurred during the performance of the Agreement must be clearly documented and presented to Lilly along with any receipts and supporting records. Lilly will not reimburse any expenses without appropriate documentation.
7. **Subcontractors and Agents.** Supplier agrees that it will require subcontractors, representatives and agents retained to support the execution of this Agreement to comply with the requirements set forth in these Anti-Bribery Commitments for Suppliers. Supplier is responsible for its subcontractors', representatives' or agents' compliance with all Applicable Laws, including anti-corruption laws, and the obligations set forth in these Anti-Bribery Commitments for Suppliers.
8. **Notice of Inspections.** 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 the Agreement. 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 any such review, audit, or inspection.
9. **Accuracy of Books and Records/Cooperation with Audit Activities.** Supplier agrees that it will maintain accurate and complete records having to do with the Agreement during the term of the Agreement and for a period of five years (5) thereafter, or for the duration specified in the Agreement, whichever is longer. Supplier further agrees that it will maintain adequate internal controls. 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.
10. **Cooperation in Investigation.** Supplier agrees to cooperate in good faith to investigate the extent of any potential violations of applicable anti-corruption laws or the Lilly Anti-Bribery Commitments for Suppliers.
11. **Disclosure Rights.** At any time, and without notice to Supplier, Lilly may disclose information relating to a possible violation of law, or the existence of the terms of the Agreement, including the compensation provisions, to a government agency and to anyone that Lilly determines to have a legitimate need to know.
12. **Breach and Termination.** Supplier agrees that breach of this section of the Lilly Anti-Bribery Commitments for Suppliers shall be considered a material breach of the Agreement and that Lilly may immediately seek all remedies available under law and equity, including termination of the Agreement, if it believes, in good faith, that Suppliers has breached a provision of the Lilly Anti-Bribery Commitments for Suppliers. If the 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 Supplier, and no further amounts shall be due to Supplier pursuant to the Agreement.