

## Section 1: Purpose

Lilly's Covered Recipients and Open Payments Law Standard (or "Standard") sets forth Eli Lilly and Company's and its Affiliates ("Lilly") Covered Recipients and Open Payments Law obligations and reporting requirements for third parties/suppliers (each a "Third Party/Supplier"). Any additional Third Party/Supplier obligations related to Covered Recipients and Open Payments Law under any agreement with Lilly are in addition to the requirements of this Standard.

## Section 2: Definitions

The definitions below are for the purposes of this Standard. Any capitalized terms not defined shall take the meaning ascribed to them in the Agreement.

- a. "Covered Recipient" has the definition as set forth in 42 C.F.R. § 403.902.

## Section 3: Open Payments Law

1. For Lilly to comply with 42 U.S.C. § 1320a-7h, as amended (the "Open Payments Law"), Lilly must publicly disclose certain payments or other transfers of value to Covered Recipients. During the Term, Supplier will not use any Covered Recipient in providing Services under the Agreement, including any of Supplier's own Representatives or Subcontractors, who meet the definition of a Covered Recipient, unless: (i) such use is explicitly agreed to in the Agreement; (ii) Supplier notifies Lilly via email at [global\\_transparency\\_mailbox@lilly.com](mailto:global_transparency_mailbox@lilly.com); or (iii) Supplier, (a) in its sole discretion, selected or engaged its Representatives or Subcontractors who will perform the Services under the Agreement; (b) maintains all the rights and privileges of employer or contractor of its Representatives or Subcontractors, including the right to control, hire, discipline, determine, and negotiate compensation, compensate, and terminate such Representatives or Subcontractors; and (c) directs any and all compensation to its Representatives and Subcontractors for the Services under the Agreement.
2. The parties agree that, with respect to subsection (iii) above, to the extent Supplier chooses to apply or utilize some portion of the remuneration or other payments that Lilly furnishes to Supplier under the Agreement to support the compensation owing to its Representatives or Subcontractors involved in performing some or all of the Services under the Agreement: (a) such application or use is at the sole discretion of Supplier and not at the direction or request of [or with the understanding of] Lilly; and (b) such compensation has been set by Supplier without regard to any such Representatives' or Subcontractors' involvement in performing the Services under the Agreement specifically for Lilly.
3. In the event Supplier utilizes a Covered Recipient or (in the event Supplier is not a publicly traded company) a Covered Recipient has an ownership interest in Supplier as described above, Supplier will provide Lilly the required information in the Global Transparency Reportable Data Capture template on the Lilly Supplier Portal at <https://www.lilly.com/suppliers/supplier-resources>. The required information will be accurate and complete and provided no later than thirty (30) days following the end of each month of the Term. Upon Lilly's request, Supplier will provide such additional information and assistance that Lilly reasonably requires for Lilly's compliance with the Open Payments Law and to address any claims raised by a Covered Recipient relating to the accuracy or completeness of the data regarding such Covered Recipient provided by Supplier to Lilly under the Agreement.
4. When applicable, Supplier will provide written notice to a Covered Recipient stating that Lilly has an obligation to disclose the information described above and that such information will then be publicly available.