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Lilly USA LLC
Lilly Corporate Center
Indianapolis, IN 46285
U.S.A.

Phone 317 276 2000

LOBBYIST AGREEMENT

This Lobbyist Agreement ("Agreement") sets forth the terms and conditions of the agreement between Lilly USA, LLC ("Lilly") and Excelsior Advisors, LLC (hereinafter referred to as "Excelsior Advisors, LLC") under which Excelsior Advisors, LLC will provide certain political consulting and government lobbying services to Lilly as described in Section 2 ("Services").

Section 1: Term. The term of this Agreement shall begin January 1, 2023 and terminate at the close of business December 31, 2025. This Agreement may be terminated upon thirty (30) days written notice by either party. In the event of any such early termination, any payment made in advance to Excelsior Advisors, LLC prior to such termination for Services that were to have been performed after such termination shall be returned to Lilly. Upon termination of this Agreement, payment under Section 4 shall cease; provided, however, that Excelsior Advisors, LLC shall be entitled to payment for periods or partial periods that occurred prior to the date of termination and for which Excelsior Advisors, LLC has not yet been paid.

This Agreement may be extended upon mutual consent and under conditions agreed to in writing by both parties.

Section 2: Responsibilities of Excelsior Advisors, LLC. Excelsior Advisors, LLC will provide political consulting and government lobbying in matters of interest to Lilly in New York (the "State"), including the following:

- (a) Appropriately represent Lilly's interest during communications with members and staff of the legislative and executive branches of the State. Such representation shall include, but not be limited to matters involving drug pricing, transparency of commercial information, importation, prior authorization of pharmaceuticals, state Medicaid programs and access restrictions, Medicaid managed care, health budgets and finance, insurance and pharmacy benefit management (PBM) markets, tort reform, practice of pharmacy and the pharmaceutical supply chain, unused medicines/take-backs, biosimilars, and prescription drug abuse. Work

may involve product or therapeutic area-specific matters. Work may involve state agencies or boards (e.g., regulatory/administrative) involved in pharmaceutical supply chain matters.

- (b) Monitor all legislation introduced and advise Lilly on relevant legislative and regulatory activities, including the efforts of other individuals or organizations, which may be helpful in supporting Lilly position.
- (c) Communicate with various associations, organizations, and professionals on behalf of Lilly.
- (d) Assist Lilly in developing access to, and communicating with federal congressional representatives and their staffs in the State.
- (e) Provide strategic advice to Lilly on any initiatives that Lilly wants to undertake in the State. Such Services would include assisting with strategy development, communications/public relations, and coalition building activities.

Lilly will provide directions to Excelsior Advisors, LLC and advise Excelsior Advisors, LLC of Lilly's position on various issues. Lilly and Excelsior Advisors, LLC will discuss Lilly's position on the issues and the priority of each issue to Lilly. Excelsior Advisors, LLC will assist Lilly in coordinating coalition support or opposition, as requested by Lilly.

In each of these matters, Excelsior Advisors, LLC will utilize its best efforts on behalf of Lilly interests. In addition, Excelsior Advisors, LLC agrees to provide such normal personnel support as is appropriate in the performance of the Services provided for herein.

This Agreement is limited to lobbyist Services only and will NOT be used for any IT related work/activities. IT related purchases and work will result in a separate IT specific agreement and governed by IT contractual terms.

Section 3: Supplier Representations and Warranties. Supplier represents and warrants that:

- (a) Neither Supplier nor any other Person on Supplier's behalf who is authorized to furnish Services or Deliverables for Lilly or satisfies any other obligation of Supplier under the Agreement is prohibited from doing so by any legal obligation or restriction, including any Applicable Law or contractual commitment.
- (b) Supplier shall comply fully with all foreign, federal, state, local and other laws and regulations, and any judgment, decision, holding, ruling or determination by a court of competent jurisdiction, or an interpretation of law issued by any Government Authority, pertinent to all of its performance, duties and responsibilities under this Agreement, including

but not limited to the Federal Food, Drug and Cosmetic Act, the Federal Anti-Kickback Statute, the False Claims Act, applicable state fraud and abuse laws.

(c) Supplier shall provide prompt notice to Lilly of any civil, criminal, or administrative action by foreign, federal, state, or local authorities regarding the supplier, its Affiliates, its officers, employees, or agents with respect to alleged violations of any Laws, or to the extent such allegations or action have been made a matter of public record, or shall have a material impact on the Supplier's ability to perform its obligations under this Agreement, and to provide Lilly with full and complete information regarding the disposition of any such action where such disposition is a matter of public record.

(d) Supplier and as applicable its officers, directors, employees, and agents have and shall have, in good standing, all required licenses, permits, and authorizations to perform the Services contemplated by this Agreement and there are no complaints against such licenses that are threatened or pending.

(e) No Covered Recipient, has any ownership interest in Supplier, and Supplier agrees to notify Lilly and comply with requirements set forth in Section 3(h) (Covered Recipients and Open Payments Law) below if a Covered Recipient acquires such an ownership interest.

Section 4: Compliance with Law and Lilly Policies. In the performance of the Services and its obligations under this Agreement, Excelsior Advisors, LLC 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) The Anti-Bribery Commitments for Suppliers as revised by Lilly from time to time and published at: <https://www.lilly.com/suppliers/supplier-resources>, or otherwise made available to Excelsior Advisors, LLC. If the Anti-Bribery Commitments for Suppliers conflicts with this Agreement, this Agreement controls over the conflicting provision of the Anti-Bribery Commitments for Suppliers;

(b) Applicable provisions of the Supplier Privacy Standard ("SPS") as revised by Lilly from time to time and published at: <https://www.lilly.com/suppliers/supplier-resources>, or otherwise made available to Excelsior Advisors, LLC;

(c) The Information Security Standard as revised by Lilly from time to time and published at <https://www.lilly.com/suppliers/supplier-resources>, or otherwise made available to Excelsior Advisors, LLC;

(d) Applicable federal and state statutes and regulations relevant to gift and related ethics provisions, lobby registration and reporting and political contribution laws of the State.

Excelsior Advisors, LLC agrees to provide Lilly with advance copies of all required lobbying

registrations and reports filed on behalf of Lilly no later than seven (7) business days before dues dates. Excelsior Advisors, LLC may not file any such reports without prior approval of Lilly.

(e) Paragraphs (1) through (3) of 29 C.F.R. Part 471, Appendix A to Subpart A regarding the posting of certain notices pertaining to employee rights under the National Labor Relations Act;

(f) **Lilly and Excelsior Advisors, LLC will, if applicable, abide by the requirements of 41 CFR 60-1.4, 60-1-7, 60-1.35(c), 60-300.5(a) and 60-741.5(a) and 29 CFR part 471, Appendix A to Subpart A, as updated from time to time. Among other requirements, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status;**

(g) Excelsior Advisors, LLC shall ensure that its personnel receive appropriate training, including any training required by applicable law or reasonably requested by Lilly.

(h) Covered Recipients and Open Payments Law.

(i) 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 shall not use any Covered Recipient in providing Services under this 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 this Agreement, (ii) Supplier notifies Lilly via email to 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 this Agreement; (b) maintains all the rights and privileges of employer or contractor of its Representatives or Subcontractors, including, without limitation, the right to control, hire, discipline, determine and negotiate compensation, compensate, and terminate such Representatives or Subcontractors and (c) directs any and all payments to its Representatives and Subcontractors for the Services under this Agreement. 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 this Agreement to support the salaries of Representatives or Subcontractors involved in performing some or all of the Services under this Agreement: (i) 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 (ii) such salaries have been set by Supplier without regard to any such Representatives' or Subcontractors' involvement in performing the Services under this Agreement specifically for Lilly.

(ii) Supplier shall provide Lilly, to the extent applicable under this Agreement, reasonably required information that is accurate and complete no later than thirty (30) days following the end of each month of the Term. Required information and submission instructions are available in the Global Transparency Reportable Data Capture template on the Lilly Supplier Portal at <https://www.lilly.com/suppliers/supplier-resources>. Upon Lilly's request, Supplier shall 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 and completeness of the data regarding such Covered Recipient provided by Supplier to Lilly hereunder.

(iii) When applicable, Supplier shall 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

Section 5: Fees and Expenses. Lilly agrees to pay Excelsior Advisors, LLC the annual amount of \$45,000.00 for the term of this Agreement. Excelsior Advisors, LLC shall submit monthly invoices to Lilly each in an amount of \$3,750.00. Lilly will not reimburse Excelsior Advisors, LLC for routine out-of-pocket expenses such as telecommunications, local travel, photocopying or meals or entertainment. Lilly will reimburse Excelsior Advisors, LLC for extraordinary expenses including certain travel and lodging when approved in advance by Lilly. Such expenses shall be itemized and invoiced separately, promptly at the end of each month.

Lilly issues payments on a weekly basis. All invoices which have reached their payment term maturity will be accumulated and paid in the next weekly payment. Lilly's standard payment terms are sixty (60) days after Lilly's Accounts Payable Department receives an invoice that complies with the requirements of this Agreement, except that Lilly may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved. Excelsior Advisors, LLC may offer a discount for shorter payment terms either as a term of their overall contract as described below or on individual invoices at the time of invoice entry to the Direct Commerce system; those discounted invoices will be paid on the actual due date. Excelsior Advisors, LLC must provide banking

instructions to allow payments to be made electronically. Lilly will receive a discount of one percent (1%) off any invoiced amount paid thirty (30) days prior to the due date stated above. All payments will be in United States Dollars.

Section 6: Taxes. With respect to the activities of this Agreement, the Parties agree to fully cooperate with each other to enable proper filing of taxes or recovery of any taxes paid. Each Party will be responsible for its own taxes, including property taxes on property it owns or leases, income taxes on its business and, any other taxes incurred by such Party in connection with its business and with performing its obligations hereunder. Lilly will be responsible for any transaction taxes properly collectible from Lilly under applicable law. Excelsior Advisors, LLC will be responsible for payment of any transaction taxes that are, under applicable law, properly borne by Excelsior Advisors, LLC; including but not limited to all export and import taxes. The calculation of taxes shall not include, and Lilly shall not pay, any taxes that are related to intra-corporate transfers or intermediate supplies between Excelsior Advisors, LLC and its affiliates or between Excelsior Advisors, LLC affiliates and related entities.

Section 7: Scope of Authority. With respect to Excelsior Advisors, LLC's Services enumerated in Section 2 hereof, Excelsior Advisors, LLC may represent and make statements on behalf of Lilly in the performance of the Services; provided, however, that such statements are made pursuant to directions, either specific or general, from Lilly. Any inquiry received by Excelsior Advisors, LLC from the media shall be directed to Lilly for response, and Excelsior Advisors, LLC shall not undertake to respond to such inquiries without specific direction and written approval from Lilly.

Section 8: Confidentiality. During the term of this Agreement, Excelsior Advisors, LLC may have access to information of a confidential nature, such as Lilly trade secrets, research activities, manufacturing processes, marketing plans data and Lilly positions and objectives with respect to legislation, regulations, or the like. Excelsior Advisors, LLC shall maintain such information in strict confidence during the term of this Agreement and for such time thereafter as such information is not generally known to the public and shall not, without first obtaining approval from Lilly, communicate in any fashion to anyone the substance or content of any confidential written materials, conversations, or observations, or use such information for any purpose other than the performance of consulting duties under this Agreement. The obligations of confidentiality and non-use do not apply to any information received by Excelsior Advisors, LLC: that (a) was known by Excelsior Advisors, LLC before disclosure by Lilly and was not acquired by Excelsior Advisors, LLC from Lilly; (b) is known to the public at the time of disclosure hereunder or subsequently becomes

known to the public through no fault of Excelsior Advisors, LLC; or (c) is disclosed to Excelsior Advisors, LLC by a third party having a legal right to make such disclosure.

Except to the extent required by law, Excelsior Advisors, LLC agrees not to disclose the terms of this Agreement.

Excelsior Advisors, LLC and Lilly may engage in communications which are subject to the attorney-client privilege, the attorney work product privilege and/or other privileges. The parties intend to maintain the privileged nature of such communications.

Section 9: Rights to Work Product. In the performance of this Agreement, if Excelsior Advisors, LLC prepares any written presentation, reports or other material, specific to Lilly, then all title and interest to such material, whether in preparation or in final form, shall be the exclusive property of Lilly. Upon request of Lilly or upon termination of this Agreement, all such material shall be immediately transferred to Lilly by Excelsior Advisors, LLC and Excelsior Advisors, LLC shall certify in writing to Lilly that all such material has been so transferred.

Section 10: Ownership of Lilly Data. Lilly Data is and shall remain the exclusive property of Lilly or its affiliates, as applicable. Excelsior Advisors, LLC will not possess or assert any lien or other right against or to Lilly Data. The Lilly Data shall not be (i) used by Excelsior Advisors, LLC other than as specified in this Agreement and then only in connection with providing the Services set forth in this Agreement; (ii) sold, assigned, leased, disclosed or otherwise provided to, or used or accessed by, third parties by or through Excelsior Advisors, LLC; or (iii) commercially exploited by or on behalf of Excelsior Advisors, LLC, its employees or agents. For purposes of this Agreement, Lilly Data shall mean all data or information in whatever form or medium, that Excelsior Advisors, LLC receives from, or otherwise gains access to through, Lilly or as a result of this Agreement, including, without limitation all data derived by Lilly, or by Excelsior Advisors, LLC pursuant to its provision of the Services, or originating from third parties and to which Lilly has received certain rights.

Upon expiration or other termination of this Agreement, or upon request of Lilly, Excelsior Advisors, LLC agrees to remove all copies and instances of Lilly Data from Excelsior Advisors, LLC's systems and files, and at Lilly's discretion either promptly return all Lilly Data to Lilly or destroy the Lilly Data in its possession, and certify to the same.

Section 11: Debarment.

- (a) Supplier represents that it has not been:
 - (i) Debarred by the United States Food and Drug Administration under any provision of the Generic Drug Enforcement Act; or

- (ii) Excluded by the Office of the Inspector General of the United States Department of Health and Human Services, or by any other authority, from participating in any health care program (such as Medicare or Medicaid) funded by any Governmental Authority.
- (c) Supplier Agrees that no Person who has been debarred or excluded as described above will furnish any Services or Deliverables or perform any of Supplier's Obligations under the Agreement.
- (d) Supplier will immediately notify Lilly in writing (with a copy to Lilly's legal counsel) of any actions taken or pending that threaten or confirm a debarment or exclusion or action outlined above of any such Person.

Section 12: Trade Sanctions.

- (a) Supplier agrees to comply with all applicable trade sanctions and export control laws and regulations, including where applicable the U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 et seq.), and European Union trade sanctions and export laws (including without limitation Council Regulation (EC) No. 428/2009 (as amended)).
- (b) Supplier represents and warrants that neither Supplier, its directors, executive officers, agents, shareholders nor any person having a controlling interest in Supplier are:
 - (i) a person targeted by trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its Member States, the United Kingdom or any other jurisdiction that is applicable to the Rights and Services to be provided under this Agreement, including but not limited to persons designated on the U.S. Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the EU's Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, and the UK HM Treasury Consolidated Lists of Financial Sanctions Targets;
 - (ii) incorporated or headquartered in, or organized under the laws of, a territory subject to comprehensive U.S. sanctions (each, a "Sanctioned Territory") (currently, Cuba, Iran, Crimea, North Korea and Syria, but subject to change at any time) or

(iii) directly or indirectly owned or controlled by such persons (together "Restricted Person").

(c) Supplier further represents and warrants that Supplier shall notify Lilly in writing immediately if Supplier or any of its directors, executive officers, agents, shareholders or any person having a controlling interest in Supplier becomes a Restricted Person or if Supplier becomes directly or indirectly owned or controlled by one or more Restricted Persons.

Section 13: Prohibition Against Assignment. Neither party shall transfer or assign this Agreement or any right or obligation hereunder without the prior written consent of the other, nor shall Excelsior Advisors, LLC assign any monies due or to become due to it hereunder without the prior written consent of Lilly.

Section 14: Amendment by Written Endorsement. It is expressly agreed that there are no other agreements or understandings, either oral or in writing, between the parties affecting this Agreement; and that no term, provision or condition of this Agreement shall be held to be altered, amended, changed or waived in any respect except by written agreement of the parties.

Section 15: Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when emailed, addressed as follows:

Company: Lilly USA, LLC
Attn: Kathleen Straub
straub_kathleen_ann@lilly.com

Consultant: Excelsior Advisors, LLC
107 Washintgon Avenue
Second Floor
Albany, NY 12210
Attn: Alfredo Vidal
mailto:avidal@excelsioradvisors.com

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

Section 16: Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

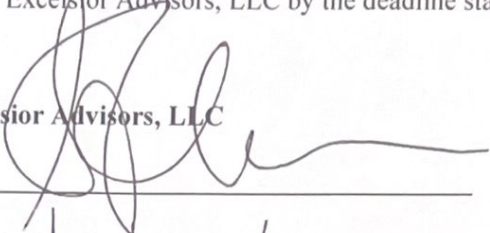
Section 17: Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Section 18: Independent Contractor. In performing its obligations under this Agreement, Excelsior Advisors, LLC acts solely as an independent contractor. This Agreement does not create a partnership, joint venture, or any similar relationship between Lilly and Excelsior Advisors, LLC. Neither Excelsior Advisors, LLC nor Lilly has any authority to bind, incur any liability on behalf of, or otherwise commit the other or to act in any other manner as agent or representative of the other.

Section 19: Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

Section 20: Acceptance of Agreement. The terms and conditions contained in this Agreement constitute Lilly's offer to enter into this Agreement with Excelsior Advisors, LLC. Excelsior Advisors, LLC may accept this Agreement by signing below and returning to Kathleen Straub at straub_kathleen_ann@lilly.com no later than **December 15, 2022**. This offer automatically expires if it is not accepted by Excelsior Advisors, LLC by the deadline stated in the preceding sentence.

Excelsior Advisors, LLC

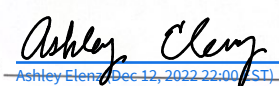
By: 

Name: ALFREDO VIDAR

Title: PARTNER

Date: 12/9/22

Lilly USA, LLC

By: 
Ashley Elenz (Dec 12, 2022 22:00:51)

Name: Ashley Elenz

Title: Procurement Associate

Date: 12/12/2022