

LOXO ONCOLOGY, INC. a wholly owned subsidiary of Eli Lilly and Company
GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

ADDENDUM 1

**ADDITIONAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES RELATED TO
EQUIPMENT HAVING A PRICE IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)**

1. Defined Terms.

(a) "Governmental Authority" means (i) any international regional, national, federal, state, or local government entity, authority, agency, instrumentality, court, tribunal, regulatory commission or other body, either foreign or domestic, whether legislative, judicial, administrative or executive; and (ii) any arbitrator to whom a dispute has been presented under government rule or by agreement of the parties with an interest in such dispute.

(b) "Intellectual Property" means all inventions, original expressions of ideas embodied in a tangible form, copyrights, trademarks, trade secrets, information, know-how, and the like that are afforded, or may be afforded upon, action by a Governmental Authority, such as the U.S. Patent Office Intellectual Property Rights.

(c) "Intellectual Property Rights" means the property rights or quasi-property rights afforded by patents, copyrights, trademarks, or trade secrets; publicity rights, privacy rights, and moral rights.

(d) "Records" means any information of any type (including text, data, code, images, sound, source codes, computer programs, software, databases, or the like) that is used, created, or obtained in the performance of any Purchase Order, inscribed on tangible medium or stored in an electronic or other medium in a perceivable form.

2. Additional Representations and Warranties. In addition to the representations and warranties set forth in the Terms, Seller represents and warrants as set forth in this Section 2 of Addendum 1.

(a) The Goods and Services do not and will not infringe the Intellectual Property Rights of any other party, and any use thereof by Buyer consistent with these Terms does not infringe such rights. This representation and warranty does not apply to infringement arising solely from: (i) anything Buyer provides which is incorporated into the Goods or Seller's compliance with any designs, specifications, or instructions provided by Buyer or a third party at Buyer's direction; (ii) Buyer's modification of the Goods independent of Seller; or (iii) the combination, operation or use of the Goods with any product, data, apparatus, or business method that Seller did not provide and could not reasonably anticipate. In addition, with respect to services, all Goods produced under the Purchase Order shall be of original development and all Seller property shall be of original development or licensable by Seller.

(b) Seller has enforceable written agreements with all of its employees and subcontractors assigning to Seller ownership of all Intellectual Property Rights created in the course of their employment or engagement and obligating such employees, upon terms and conditions no less restrictive than these Terms, not to disclose any proprietary rights or any other information learned or acquired during the course of such employment or engagement.

(c) In the performance of its obligations under a Purchase Order, Seller shall:

(i) conduct or complete or ensure that its personnel and representatives conduct or complete any applicable training reasonably requested by Buyer, including any training required by applicable law. Seller shall maintain accurate and current records of all training activities and retain such records in accordance with the requirements of these Terms.

(ii) comply with all applicable clauses set forth in the United States Federal Acquisition Regulation ("FAR") FAR 52.244-6(c)(1) as set forth at <https://www.lilly.com/suppliers/new-and-existing-suppliers/supplier-notifications/legal-posts> and such other provisions as may be required by applicable law to allow the sale of products to the United States Government from time to time by Buyer; and

(iii) comply with 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 and that no Goods or Services supplied under any Purchase Order is produced in violation of the Fair Labor Standards Act of 1938, as amended, and that the price of any article supplied under any Purchase Order does not violate any provision of the Sherman Act or Robinson-Patman Act, as amended; and

(iv) shall maintain accurate and current records of all training and compliance activities and retain such records in accordance with the requirements of these Terms.

(d) No Good or Service supplied under any Purchase Order and subject to the Federal Food, Drug, and Cosmetic Act, as amended (for purposes of this representation and warranty, the "Act"), is adulterated within the meaning of the Act or is an article which may not, under the provisions of Section 301, 404 or 505 of the Act, be introduced into interstate commerce.

(e) No Good or Service supplied under any Purchase Order is produced in violation of the Generic Drug Enforcement Act of 1992, as amended (for purposes of this representation and warranty, the "Act"), that Seller is not debarred and that Seller has not and will not use in any capacity in connection with the filling of this order the services of any individual or person (as defined in the Act) debarred by the United States Food and Drug Administration under the provisions of the Act. If at any time this warranty is no longer accurate, Seller shall immediately notify Buyer of such changed circumstances.

(f) Seller and its subcontractors are not on any list of restricted entities, persons, or organizations published by any member state of the European Union, the United States of America government, the United Nations, or other Governmental Authority, including the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, Sectoral Sanctions Identifications List, and Foreign Sanctions Evaders List, the U.S. Commerce Department's Entity List, Denied Persons List, and Unverified List, the U.S. State Department's nonproliferation lists, and the EU's Consolidated List of Designated Persons, (collectively, the "Sanctions Lists"). Seller represents and warrants that it and its subcontractors are not owned or controlled in the aggregate at 50% or greater interest, directly or indirectly by a person or entity which is included on such Sanctions Lists.

(g) Seller agrees that at any time, and without notice to Seller, Buyer may disclose information relating to a possible violation of law by Seller, including the compensation provisions, to a Government Authority as is reasonably necessary in connection with Buyer's compliance program.

(h) Seller understands and acknowledges that its requirements under this Section 2 of Addendum 1 are in addition to all of Seller's other obligations under the Terms.

(i) Seller agrees to defend, indemnify, and hold harmless Buyer against all liability, costs, expenses (including attorney fees), damages and judgements occasioned by or resulting from breach of any of the foregoing warranties.

3. Safety & Security. Seller's representative(s) may be granted a security identification badge and allowed unescorted access to Buyer's facilities in Buyer's sole discretion. As a condition to obtaining such unescorted access, Seller will comply with, and will cause its representatives, affiliates, and subcontractors to comply with, all policies and procedures that Buyer establishes to enhance the safety or security of Buyer's facilities or of persons at or near Buyer's facilities, including, without limitation, measures such as safety orientation programs, substance abuse screening, training, background check requirements, restricting access through the use of identification badges and passwords, and any additional policies or procedures provided by Buyer. Buyer retains its right to restrict or refuse any person (including Seller, its affiliates, subcontractors, and their respective representatives) access to Buyer's facilities, computers, or other information systems at any time. Seller will promptly notify Buyer of any violation of such policies and procedures by any of the persons listed above. In particular, but not in limitation of the preceding, Buyer may restrict or refuse access (including access to applicable computer or other information systems as identified by Buyer) to any individual who does not do any of the following to Buyer's satisfaction:

(i) satisfy Buyer's background check and drug screen requirements; and

(ii) acknowledge in writing a personal obligation to protect Buyer's Confidential Information, substantially equivalent to what is contained in Buyer's Confidential Information section of these Terms.

Seller will, to the extent permitted by applicable law, make available such documentation as Buyer reasonably requires within five (5) days of Buyer's request to demonstrate Seller's compliance with the requirements of this section.

4. Reporting. It is understood and presumed by nature of this transaction that no United States or Puerto Rico licensed Physicians or United States Teaching Hospitals will be used in providing services hereunder and that no Puerto Rico licensed Physicians or United States Teaching Hospitals hold an ownership interest in Seller where Seller is a privately held company. Seller will notify Buyer's procurement department immediately if this

understanding is incorrect as Lilly may be required to report any payment/transfer of value made pursuant to the federal open payments law.

5. Insurance. Seller shall maintain liability insurance policies covering all activities related to any Purchase Order and as otherwise required under applicable law (including worker's compensation coverage). Without limiting the generality of the foregoing, Seller shall maintain commercial general liability insurance, including contractual and products/completed operations, with minimum limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. All such insurance shall be primary and not contributory with regard to any other available insurance to Buyer. Seller represents and warrants that it shall promptly file all claims made under this Purchase Order with its insurance carriers.

6. Federal EEO & Affirmative Action Law. Each Purchase Order is subject to and incorporates by reference the provisions of the EEO clause in Section 202 of Executive Order 11246, 41 C.F.R. 60-250 and 41 C.F.R. 60-741, all as amended.

Buyer and Seller will, if applicable, abide by the requirements of 41 CFR 60-1.4, 60-1-7, 60-1.35I, 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, protected veteran status or disability.

7. UCC. Seller and Buyer hereby expressly agree that the provisions of the Uniform Commercial Code as adopted by the State of New York shall apply to this Purchase Order, including, but not limited to, any software purchased under this Purchase Order.

8. UN Convention. Despite anything in these Terms, the United Nations Convention on Contracts for the International Sale of Goods shall have no application to, and shall be of no force and effect with respect to, these Terms or any Purchase Order under these Terms.

9. Records & Audits.

(a) At its own expense, Seller will create and maintain all records: (i) required by these Terms, a Purchase Order, or under any applicable law that relate to Seller's performance under a Purchase Order; (ii) sufficient to demonstrate that any and all amounts invoiced to Buyer under a Purchase Order are accurate and proper in both kind and amount; (iii) sufficient to demonstrate the accuracy of any representations or reports submitted to Buyer in connection with any Purchase Order; (iv) sufficient to show payments to third parties or Governmental Authorities (if any) for the provision of any Services under these Terms; (v) sufficient to document any applicable training required under a Purchase Order; (vi) sufficient to demonstrate compliance with any applicable health, safety and environmental standards based on the Pharmaceutical Industry Principles for Responsible Supply Chain Management; and (vii) sufficient to document any misappropriation of Buyer information or data. Seller will allow Buyer to inspect (and upon request, Seller will furnish copies of) records, including without limitation, electronic databases, spreadsheets, programs or the like that generated the record, that Seller is required to create or maintain under these Terms.

(b) Seller will maintain all of the records listed above for the longest of the following retention periods that applies: (i) any period prescribed by applicable law or stated expressly in a Purchase Order; (ii) for records related to invoices, for five (5) years after payment of the invoice by Buyer; (iii) for records related to reports submitted to Buyer, for five (5) years after the report is submitted; (iv) for records needed to meet any applicable regulatory requirements, for fifteen (15) years commencing on the conclusion or termination of the Purchase Order; and (v) for all records not addressed by one of the above, for five (5) years after the term of the Purchase Order.

(c) At reasonable times and with reasonable advance notice and subject to compliance with all applicable confidentiality provisions in these Terms, Buyer may enter and conduct an audit at any premises where records are maintained or services are performed as Buyer deems necessary to accomplish the evaluations and verifications described in this Section. Due diligence assessments and on-going monitoring activities do not constitute an audit. Seller will cooperate with Buyer and provide reasonable assistance to Buyer to facilitate the evaluation and inspection, and Buyer will reasonably cooperate with Seller to mitigate disruption to Seller's operations. In the event that records are maintained, services are performed, or Buyer's property is kept at premises that Seller does not

control, Seller will secure rights of entry and inspection sufficient to allow Buyer to exercise its rights under this section.

(d) Buyer, its employees, or designees may exercise Buyer's rights of entrance and inspection under this section. Employees and designees shall be held to the same standards of confidentiality provided in these Terms through the independent contractual obligations he/she has with Buyer. Examples of persons or designees that Buyer may designate include Buyer's independent auditors and representatives of any state, local or foreign government entity, authority, agency, court, or commission and any applicable arbitrator having jurisdiction over Buyer or its activities related to a Purchase Order.

(e) Buyer will pay its own expenses for any inspection of the records or Seller's premises. However, if in any audit, Buyer determines that material issues exist that result, resulted or will result in an overcharge of one percent (1%) or more of the invoiced amount for the audited period, Seller will, within thirty (30) days of receipt of Buyer's notice and supporting documentation, reimburse Buyer for its out-of-pocket costs incurred in conducting the audit, in addition to any remedies that Buyer may have for the overcharge (such as a refund). This subsection is intended as a fair allocation of audit expenses, not as damages or a penalty.

(f) Seller shall provide Buyer with immediate notice of any Governmental Authority's review, audit or inspection of its facilities, processes, or products that might relate to the Goods or Services, or products furnished to Buyer under these Terms pursuant to a Purchase Order.

(g) At Buyer's request, a representative of Seller shall accompany Buyer to meet with representatives of the United States Food and Drug Administration, United States Environmental Protection Agency, or similar domestic or foreign regulatory agencies (collectively "Regulatory Authority") to explain or discuss any and all aspects of the Goods or Services. Such visit to Regulatory Authorities shall be arranged at times mutually agreeable to Buyer and Seller. All reasonable travel expenses incurred by Seller in connection with such visits shall be reimbursed by Buyer.

10. Customs & Imports.

(a) Importer of Record. The parties agree that any Goods or other materials shipped in conjunction with the performance of their respective obligations under a Purchase Order shall be imported by the receiver of the shipment. The receiver shall act as the importer of record and shall comply with all local customs and other import requirements, including (i) selection of customhouse brokers; (ii) obtaining and filing all necessary import documentation, authorizations, and declarations; and (iii) payment of all fees for customhouse brokerage, customs duties and fees, and all other import-related fees or expenses.

(b) Mutual Cooperation. Each party shall timely provide information or assistance as is reasonably requested by the other party to complete its obligations under this section, including providing information necessary to facilitate an import which is not reasonably ascertainable by the importing party through other means.

(c) Express Consignment Couriers. When shipment by express consignment courier (e.g., FedEx, DHL Express, etc.) is preferred, each party shall ship the goods or other materials at its own expense, using an express consignment courier ("Courier") agreed to by the other party. The shipping party will provide to the Courier for each article in the shipment documentation, as applicable, that includes a (i) detailed descriptions; (ii) six-digit tariff code from the Harmonized Tariff Schedule; (iii) statement of intended use; (iv) fair value; (v) country of origin; (vi) name and address of manufacturer if different than shipper; (vii) contact information for both sender and receiver of the shipment; and (viii) other information or documentation as required by the Courier to effect export and import clearances and enable transportation to the receiving party's designated facility.

(d) Trade Security Programs.

(i) Supply Chain Security. To secure the supply chain for all articles shipped to its facilities, Buyer participates in various supply chain security programs such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) program and the European Union Authorized Economic Operator (AEO) program. Seller will cooperate with Buyer's measures to implement supply chain security programs by, for example, completing and updating questionnaires that Buyer uses to assess supplier security practices, informing Buyer of any supply chain security breaches concerning shipments to Buyer, assisting Buyer in assessing and evaluating Seller's security practices, improving Seller's security practices when necessary to satisfy supply chain security program requirements, and timely providing any security-related information required by Buyer for import, export, or transportation purposes.

(ii) Advance Shipping and Import Notification. Seller agrees to timely provide Buyer or Buyer's agent with all information necessary for Buyer to submit advance import information required by customs authorities. Seller's failure to provide the required information in a timely manner could preclude importation or shipments to Buyer, and potentially result in increased costs or claims for compensation under a Purchase Order.

11. Exports. Seller will not export, re-export or transfer any goods, technology, or software, or cause the export, re-export, or transfer of any goods, technology, or software, with Buyer listed as the principal party in interest or exporter. Seller will not, and will ensure that its agents, subcontractors and others acting on its behalf, will not, export, re-export or transfer any such goods, technology, or software if doing so would cause Buyer, Seller, or any other person to violate the Export Administration Regulations (15 C.F.R. part 730 et seq.), the U.S. Foreign Trade Regulations (15 C.F.R. Part 30), any trade or economic sanction regulations (including those administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Ch.V), or any existing or future applicable laws related to export controls or sanctions.

12. Taxes. 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. Buyer will be responsible for any transaction taxes properly collectible from Buyer under applicable law. Seller will be responsible for payment of any transaction taxes that are, under applicable law, properly borne by Seller; including, but not limited to all export and import taxes. The calculation of taxes shall not include, and Buyer shall not pay, any taxes that are related to intra-corporate transfers or intermediate supplies of the services between Seller and its affiliates or between Seller's affiliates and related entities.