The information contained in this document is confidential and not subject to disclosure under Exemption 4 to the Freedom of Information Act, 5 U.S.C. § 552(b)(4), the Trade Secrets Act, 18 U.S.C. § 1905, and the Medicaid Drug Rebate Act, 42 U.S.C. § 1396r-8(b)(3)(D).

MOST FAVORED NATION DRUG PRICING AGREEMENT
(hereinafter referred to as the "Agreement")

Between

the Department of Health and Human Services
(hereinafter referred to as "HHS")

And

Eli Lilly and Company
(hereinafter referred to as "Drug Manufacturer" as more particularly defined below)

This Agreement is entered into, and effective as of the Effective Date, by and between HHS and Drug Manufacturer, each a "Party" to this Agreement and, collectively, the "Parties."

RECITALS

WHEREAS, Executive Order 14273, *Lowering Drug Prices by Once Again Putting Americans First* (April 15, 2025), and Executive Order 14297, *Delivering Most-Favored Nation Prescription Drug Pricing to American Patients* (May 12, 2025), contemplate a framework under which pharmaceutical manufacturers and the Secretary of HHS and the Administrator for the Centers for Medicare & Medicaid Services ("CMS") may negotiate to achieve most-favored-nation price targets to bring prices for American patients in line with comparably developed nations;

WHEREAS, Drug Manufacturer intends to provide voluntary access to most-favored-nation price targets (b) (4) in the United States during the Covered Period (as defined below) through federal programs and other arrangements established and maintained by CMS;

WHEREAS, the Parties, through a Letter of Agreement ("LOA") executed on November 6, 2025, agreed to enter into voluntary, diligent, and good faith negotiations for the purpose of finalizing one or more Definitive Agreements; and

WHEREAS, the Parties have voluntarily negotiated diligently and in good faith the terms of this Agreement, as envisioned in the LOA, including the specific operations, processes, and mechanisms Drug Manufacturer shall implement to lower costs for pharmaceutical products for all Americans.

NOW THEREFORE, HHS, and Drug Manufacturer, on its own behalf, hereby agree to the following terms, which supersede and replace the terms of the LOA, as follows:

AGREEMENT

1. DEFINITIONS

1.1. "**Accounting Standards**" means United States Generally Accepted Accounting Principles or, to the extent that Drug Manufacturer uses or adopts International Financial Reporting Standards ("IFRS"), then "Accounting Standards" means IFRS, in either case, consistently applied throughout Drug Manufacturer's organization.

1.2. "**Affiliate**" means, with respect to any Person, any other Person that is under control of, controlling or under common control with, such entity, from time to time, where "control" and its correlates mean the ownership of fifty percent (50%) or more of the equity or voting interests of an entity (or such lesser percentage that is the maximum permitted to be held under applicable law) or otherwise has the ability to direct the management or policies of an entity.

1.3. "**Biologics License Application**" or "**BLA**" means an application for licensure approved under section 351(a) of the Public Health Service Act ("PHS Act") and as more fully defined in 21 C.F.R. § 601.2 *et seq*.

1.4. **"Commercialization Partner"** means a Person, other than an Affiliate, to whom Drug Manufacturer has granted any rights directed to commercialization of a Covered Product or a Newly Launched Product in the United States or ex-U.S. version of a Covered Product or Newly Launched Product in a Specified Country, including without limitation, selling, offering for sale, pricing, marketing, detailing, promoting, distributing, order processing, handling returns and recalls, booking sales, importing, exporting, transporting such product for commercial sale, and seeking pricing or reimbursement approval of a Covered Product or a Newly Launched Product (if applicable) or ex-U.S. version of a Covered Product or Newly Launched Product, as well as all regulatory compliance with respect to the foregoing.

1.5. (b) (4)

1.6. (b) (4)

1.7. "**Covered Product**" means any drug that is (i) approved prior to the Effective Date under section 505(c) of the Federal Food, Drug, and Cosmetic Act ("FDCA") and marketed in the United States pursuant to such approval, or biological product licensed prior to the Effective Date under section 351(a) of the PHS Act and marketed under section 351 of such Act, and (ii) subject to Drug Manufacturer's Medicaid National Drug Rebate Agreement. Covered Products are aggregated across dosage forms and

strengths of the Covered Product and not based on the specific formulation or package size or type of such product. Notwithstanding the foregoing, Covered Products do not include GLP Products, except that Trulicity® (dulaglutide) is a Covered Product. For clarity, Covered Products include "authorized generic drugs" as defined at 42 U.S.C. § 1320f-1(e)(2)(B), including as such term is applied to unbranded biological products.

1.8. (b) (4) [redacted]

1.9. (b) (4) [redacted]

1.10. "**Drug Manufacturer**" means Eli Lilly and Company, an Indiana corporation, and its Affiliates.

1.11. "**Effective Date**" means the date this Agreement has been signed by both Parties.

1.12. "**GDP**" means gross domestic product.

1.13. (b) (4) [redacted]

1.14. (b) (4) [redacted]

1.15. "**Independent Accounting Firm**" means a reputable, third-party public accounting firm, reasonably acceptable to HHS, and engaged by Drug Manufacturer to receive and analyze data as specified in this Agreement for the purpose of calculating and verifying the pricing metrics set forth herein.

1.16. "**MFN"** means most favored nation.

1.17. "**MFN Pricing**" or "**MFN Price**" means, with respect to a Covered Product or Newly Launched Product, the second lowest GDP-Adjusted Net Price among GDP-Adjusted Net Prices of the Specified Country Basket, calculated according to the methodology set forth herein.

1.18. "**Manufacturer-Reported Net Price**" means, with respect to a Specified Country, the volume-weighted average of prices (calculated according to the methodology set forth herein) for the ex-U.S. version of a Covered Product or Newly Launched Product in

such Specified Country, irrespective of whether Drug Manufacturer (i) holds the regulatory authorization to market such version, or (ii) is the entity that markets such version outside the United States, net of all discounts, rebates, and other price concessions (including mandatory Drug Manufacturer-level or portfolio-level discounts, rebates, clawbacks, or similar price reductions), as reported according to the terms of this Agreement. The calculation of the Manufacturer-Reported Net Price shall not include the value of any patient financial assistance programs, early access programs where no charge is made for a Covered Product or Newly Launched Product, compassionate use programs where no charge is made for a Covered Product or Newly Launched Product, free drug programs, or similar programs where no charge is made for Covered Products or Newly Launched Products. Cost recovery charges constitute a charge for the applicable Covered Product or Newly Launched Product.

1.19. "**National Drug Code**" or "**NDC**" means the 11-digit numerical code maintained by the FDA that includes the labeler code, product code, and package code. A set of NDCs with the same 9-digit labeler and product code are referred to as an "**NDC-9**".

1.20. "**New Drug Application**" or "**NDA**" means an application approved under section 505(c) of the FDCA and as more fully defined in 21 C.F.R. § 314.50 *et seq*.

1.21. (b) (4)

1.22. "**Participation Agreement"** means a participation agreement executed by Drug Manufacturer and the applicable administering counterparty, in order to document Drug Manufacturer's participation in the GENEROUS Model or BALANCE Model (each as defined below), as the case may be.

1.23. "**Person**" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, pool, syndicate, sole proprietorship, unincorporated organization, governmental authority, or any other form of entity not specifically listed herein.

1.24. "**Specified Country(ies)**" means Canada, Denmark, France, Germany, Italy, Japan, Switzerland, and the United Kingdom.

1.25. "**Specified Country Basket**" means, for purposes of determining MFN Pricing for a Covered Product or Newly Launched Product, all countries that are Specified Countries.

1.26. (b) (4) [redacted]

2. COVERED PRODUCTS AND NEWLY LAUNCHED PRODUCTS

2.1. MFN PRICING FOR COVERED PRODUCTS

2.1.1. Drug Manufacturer shall make available to state Medicaid agencies in all U.S. states, the District of Columbia, and all U.S. territories (hereinafter "States," and each a "State") that participate in the Center for Medicare and Medicaid Innovation ("CMMI") "GENErating cost Reductions fOr U.S. Medicaid Model" ("GENEROUS Model") all Covered Products at prices no greater than MFN Pricing during the Covered Period.

2.1.1.1. Drug Manufacturer shall use all reasonable efforts to negotiate and execute a Participation Agreement with CMS in accordance with the terms in this Agreement no later than (b) (4) [redacted] Failure to execute a Participation Agreement by such date shall be deemed a material breach and may result in termination of this Agreement pursuant to the termination provisions set forth herein; provided that such failure shall not be considered a breach of this Agreement for so long as Drug Manufacturer is using good faith efforts to comply with this Section 2.1.1.1.

2.1.1.2. Drug Manufacturer shall comply with the terms and conditions of the GENEROUS Model set forth in the applicable Participation Agreement, but subject in all cases to (i) the terms of this Agreement, as more specifically described in Section 14.13.1, and (ii) Schedule 2.1.1.2, (b) (4) [redacted]

2.1.1.3. Drug Manufacturer agrees that all Covered Products shall be included in the GENEROUS Model.

2.1.1.4. Drug Manufacturer shall use its reasonable efforts to execute CMS-authorized supplemental rebate agreements (each, a "Medicaid Supplemental Rebate Agreement") with participating States no later than June 30, 2026. Such rebates shall be retroactive, on a Covered-Product-by-Covered Product basis, to the date on which the applicable State covered the applicable Covered Product in a manner no more restrictive than the CMS-negotiated coverage criteria for such Covered Product implemented under the GENEROUS Model (but such date shall in no event be earlier than January 1, 2026).

2.1.1.5. CMS shall work with the States, as necessary, to ensure that (i) the Medicaid Supplemental Rebate Agreements described in Section 2.1.1.4 shall supersede any Medicaid Supplemental Rebate Agreements previously executed with any State for a given Covered Product, (ii) any State receiving a supplemental rebate to effectuate the MFN Price through the GENEROUS Model for a given Covered Product shall include such Covered Product on its Preferred Drug List without disadvantaging relative to competitor products, and (iii) States shall not require additional supplemental rebates from Drug Manufacturer for Covered Products for which Drug Manufacturer and any such State have executed a Medicaid Supplemental Rebate Agreement for the GENEROUS Model.

2.1.1.6. (b) (4) [redacted]

2.2. (b) (4) [redacted]

2.2.1. (b) (4) [redacted]

2.2.2. (b) (4) [redacted]

(b) (4)

2.2.3. (b) (4)

2.3. (b) (4)

2.3.1. (b) (4)

2.3.1.1. (b) (4)

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2.3.4. (b) (4)

3. GLP PRODUCTS

3.1. DISCOUNTED PRICING IN MEDICAID FOR GLP PRODUCTS

3.1.1. During the Covered Period, Drug Manufacturer shall make certain of its GLP Products, as specified in Appendix B, available to States at the discounted prices specified in Appendix B ("GLP Discounted Prices"). This obligation shall be effectuated through a voluntary model test conducted by the Center for Medicare and Medicaid Innovation ("CMMI") pursuant to section 1115A of the Social Security Act (42 U.S.C. § 1315a) (the "BALANCE Model").

3.1.1.1. As part of the BALANCE Model, the GLP Discounted Prices shall be effectuated through Medicaid Supplemental Rebate Agreements with participating States. CMS shall work with the States, as necessary, to ensure that such Medicaid Supplemental Rebate Agreements shall supersede any other Medicaid Supplemental Rebate Agreements previously executed with any State for such GLP Products. The Parties agree and acknowledge that Drug Manufacturer shall not be required to execute any such Medicaid Supplemental Rebate Agreement unless it includes an enforceable waiver by such State of any Law applicable in such State that is inconsistent with or conflicts with the terms of this Agreement, including such Laws that impose specific most-favored-nation, reference pricing, or other price restrictions on the sale of GLP Products in such State with respect to Medicaid.

3.1.1.2. Any State that elects to participate in the BALANCE Model and thereby receives access to the GLP Discounted Prices specified in Appendix B must meet the obligations of BALANCE Model participation. Those obligations include covering Zepbound® (Kwikpen) and orforglipron (tablets), if approved, in accordance with the CMMI Prior Authorization Criteria (as defined below), until and unless modified by the renegotiation process described in Section 3.4.9.

3.1.1.3. If a State declines to participate in the BALANCE Model, Drug Manufacturer shall engage in good faith with such State's Medicaid agency to expand access to GLP Products upon the written request of such State.

3.1.2. (b) (4) [redacted]

(b) (4) [redacted].

3.1.3. The CMMI Prior Authorization Criteria shall be as follows:

3.1.3.1. Provider attestation that the beneficiary is currently on and will continue lifestyle modification including structured nutrition and physical activity (consistent with the applicable FDA-approved label);

3.1.3.2. AND

(i) The patient is at least eighteen (18) years of age and has a Body Mass Index ("BMI") greater than or equal to thirty-five (≥35) at the time of initiation of therapy, or

(ii) The patient is at least eighteen (18) years of age and has a BMI greater than or equal to thirty (≥30) at the time of initiation of therapy with a diagnosis of one or more of the following (a) to (e): (a) heart failure with preserved ejection fraction, (b) uncontrolled hypertension (defined as systolic blood pressure above 140 mm Hg or diastolic blood pressure above 90mm Hg, despite concurrent treatment with two antihypertensive medications), (c) chronic kidney disease stage 3a or above, (d) moderate or severe obstructive sleep apnea (defined as apnea–hypopnea index >15 without central or mixed sleep apnea), or (e) noncirrhotic metabolic dysfunction-associated steatohepatitis (MASH) with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis), or

(iii) The patient is at least eighteen (18) years of age and has a BMI greater than or equal to twenty-seven (≥27) at the time of initiation of therapy with a diagnosis of one or more of the following (a) to (d): (a) pre-diabetes (as defined by American Diabetes Association guidelines), (b) previous myocardial infarction, (c) previous stroke, or (d) symptomatic peripheral artery disease, or

(iv) The patient has type 2 diabetes, or

(v) The patient has noncirrhotic MASH with moderate to advanced liver fibrosis (consistent with stages F2 to F3 fibrosis).

3.1.4. Drug Manufacturer shall provide access at no cost to a lifestyle support program, specifically a weight-management app (or similar electronic tool) that empowers patients who have been prescribed GLP Products pursuant to the BALANCE Model to reach health goals through the provision of educational materials, health and lifestyle coaching, and recommendations for exercise and diet modification.

3.1.5. Additional products may be included as GLP Products within the scope of the BALANCE Model and this Agreement upon mutual agreement of the Parties.

3.2. DIRECT-TO-PATIENT SALES OF GLP PRODUCTS AT DISCOUNTED PRICES

3.2.1. Beginning no later than ninety (90) days after the later of (i) the Effective Date, or (ii) for any product that has not received FDA approval by the Effective Date, the date of FDA approval, and continuing for the duration of the Covered Period, Drug Manufacturer shall make certain GLP Products ("GLP Platform Products"), as specified below, available for direct sale to patients in the commercial and cash pay markets at discounted prices through the same DTP platform used for Covered Products described in Section 2.3, including all Drug Manufacturer's rights and obligations set forth therein.

3.2.1.1. GLP Platform Products shall include KwikPen presentations of Zepbound®, Mounjaro®, and, if approved, orforglipron tablets, subject to the following pricing structure:

3.2.1.1.1. The price of the 2.5 mg KwikPen presentation of Zepbound® shall not exceed $299.

3.2.1.1.2. The volume-weighted average price for KwikPen presentations of Zepbound® under the Zepbound® Self Pay Journey Program (the "Zepbound® DTP Average Price") shall not exceed $389 on the first day that such GLP Platform Products are made available on a DTP Platform; provided that the Zepbound® DTP Average Price shall be calculated based on the aggregate volume of such Zepbound presentations sold under the Self-Pay Journey Program through the Lilly Direct® environment as of September 30, 2025.

3.2.1.1.3. The volume-weighted average direct-to-patient price for orforglipron tablets (if approved) (the "Orforglipron DTP Average Price") shall be lower than the Zepbound® DTP Average Price and shall include the lowest dose at a price not exceeding $149, in each case on the first day that all such GLP Platform Products (if approved), become available on a DTP Platform.

3.2.1.1.4. (b) (4) [redacted]

3.2.2. (b) (4) [redacted]

3.2.3. Subject to applicable federal laws and regulation, Drug Manufacturer shall ensure that GLP Platform Products are made available for purchase by patients purchasing outside of their insurance benefit, regardless of their insurance status, including government, commercial, or uninsured patients.

3.3. PARTICIPATION IN MEDICARE VOLUNTARY DEMONSTRATION(S) AND MODEL(S) FOR CERTAIN GLP PRODUCTS

3.3.1. Drug Manufacturer agrees to participate in the following voluntary demonstration projects or model tests developed by CMS for GLP Products:

3.3.1.1. an initial demonstration pursuant to section 402(a)(1)(A) of the Social Security Amendments of 1967 (42 U.S.C. § 1395b-1(a)(1)(A)) (the "Section 402 Demonstration"); and

3.3.1.2. the BALANCE Model, provided in each case that the applicable demonstration or model includes the elements described in this Section 3.3, Section 3.1, and Section 3.4.

3.3.2. With regard to the Section 402 Demonstration:

3.3.2.1. Drug Manufacturer shall use all reasonable efforts to enter into an Ancillary Agreement with a third-party central processor (the "Central Processor"), selected by CMS, for purposes of implementing the Section 402 Demonstration. Such Ancillary Agreement shall establish payment obligations and related terms consistent with technical guidance issued by CMS (that are substantially similar to those set forth in Schedule 3.4.7) and shall be executed within a reasonable timeframe specified by CMS. If Drug Manufacturer does not execute an Ancillary Agreement with the Central Processor within the timeframe specified by CMS, in lieu of such a contract, then CMS may establish reasonable manufacturer payment obligations that are substantially similar to those set forth on Schedule 3.4.7 through CMS-issued technical guidance.

3.3.2.2. (b) (4) [redacted]

(b) (4) [redacted]

3.3.2.3. (b) (4) [redacted].

3.3.2.4. No covered patient in the Section 402 Demonstration shall be required to pay more than $50 per twenty-eight (28)- or thirty (30)-day of supply in total out-of-pocket costs, including co-pay, co-insurance, or other direct costs, to receive any GLP Product listed in Appendix B.

3.3.2.5. Beneficiaries shall only be eligible to participate in the Section 402 Demonstration if they are enrolled in an eligible Medicare Part D plan or the Limited Income Newly Eligible Transition Program ("LI-NET"). Eligible Medicare Part D plans include stand-alone Prescription Drug Plans ("PDPs"), and Medicare Advantage ("MA") coordinated care plans that offer prescription drug coverage ("MA-PD Plans"), including Special Needs Plans ("SNPs") and employer/union group waiver plans ("EGWPs") that offer Medicare Part D coverage. Beneficiaries shall not be eligible to participate if they are enrolled in an MA private fee-for-service plan, section 1876 cost contract plan, section 1833 health care prepayment plan, PACE organization, fallback plan, or religious fraternal benefit plan. Enrollment in an eligible Medicare Part D plan confers eligibility for the Section 402 Demonstration regardless of a beneficiary's concurrent enrollment in an otherwise ineligible plan type.

3.3.2.6. The term of the Section 402 Demonstration shall begin no later than July 1, 2026, and terminate either upon (i) the effective date of Medicare Part D coverage of GLP Products under the BALANCE Model, or (ii) on December 31, 2027, whichever is earlier, unless otherwise agreed by the Parties.

3.3.2.7. (b) (4) [redacted]

3.3.2.8. (b) (4) [redacted]

(b) (4) [redacted]

3.3.2.9. Prior Authorization Process. Prior authorization required under the Section 402Demonstration shall be designed to minimize health care provider and beneficiary burden. A prior authorization request shall be evaluated by the Central Processor, and the request must include a prescribing health care professional's attestation that the beneficiary meets the defined Section 402 Demonstration Prior Authorization Criteria set forth in Section 3.3.2.10.

3.3.2.9.1. Prior authorizations shall be limited to a single pack of an eligible GLP Product per fill (e.g., a twenty-eight (28)-day supply of Zepbound®, or a twenty-eight (28)- or thirty (30)-day supply of orforglipron, if approved). Sixty (60)- or ninety (90)-day fills shall not be available for eligible GLP Products covered under the Section 402 Demonstration; provided that all beneficiaries who are receiving a GLP Product may receive a fifty-six (56)- or sixty (60)-day fill, as the case may be, on the last fill that is prior to their GLP Product coverage eligibility transitioning to the BALANCE Model in order to prevent patient interruption of therapy.

3.3.2.9.2. A prior authorization approval for an eligible beneficiary prescribed an eligible GLP Product under the Section 402 Demonstration shall remain valid through December 31, 2026 (or such later date as may be permitted by the Section 402 Demonstration). If the Section 402 Demonstration continues beyond this date, prior authorization renewals shall occur no more frequently than once every twelve (12) months.

3.3.2.10. Section 402 Demonstration Prior Authorization Criteria. For a given GLP Product, the prior authorization criteria for the Section 402 Demonstration shall be the subset of the following criteria that corresponds to indications approved by the FDA (the "Section 402 Demonstration Prior Authorization Criteria"), when used to reduce excess body weight and maintain weight reduction:

3.3.2.10.1. Provider attestation that the beneficiary is currently on and shall continue lifestyle modification including structured nutrition and physical activity (consistent with the applicable FDA-approved label),

3.3.2.10.2. AND

(i) The patient is at least eighteen (18) years of age and has a Body Mass Index ("BMI") greater than or equal to thirty-five (≥35) at the time of initiation of therapy; or

(ii) The patient is at least eighteen (18) years of age and has a BMI greater than or equal to thirty (≥30) at the time of initiation of therapy with a diagnosis of one or more of the following: (a) heart failure with preserved ejection fraction, (b) uncontrolled hypertension (defined as systolic blood pressure above 140 mm Hg or diastolic blood pressure above 90 mm Hg, despite concurrent treatment with two antihypertensive medications), or (c) chronic kidney disease stage 3a or above; or

(iii) The patient is at least eighteen (18) years of age and has a BMI greater than or equal to twenty-seven (≥27) at the time of initiation of therapy with a diagnosis of one or more of the following: (a) pre-diabetes (as defined by American Diabetes Association guidelines), (b) previous myocardial infarction, (c) previous stroke, or (d) symptomatic peripheral artery disease.

3.3.3. (b) (4) [redacted]

3.3.3.1. (b) (4) [redacted]

3.3.3.2. (b) (4) [redacted]

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3.4.3. (b) (4) [redacted]

3.4.4. (b) (4) [redacted]

3.4.4.1. (b) (4) [redacted]

3.4.4.2. (b) (4) [redacted]

3.4.5. (b) (4) [redacted]

3.4.6. (b) (4) [redacted]

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4. RETURN INCREASED REVENUES IN SPECIFIED COUNTRIES TO AMERICAN PATIENTS AND TAXPAYERS

4.1. (b) (4)

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6. (b) (4)

6.1. (b) (4)

6.1.1. (b) (4) [redacted]

6.1.1.1. (b) (4) [redacted]

6.1.1.2. (b) (4) [redacted]

6.1.2. (b) (4) [redacted]

6.1.3. (b) (4) [redacted]

6.2. (b) (4) [redacted]

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7.1.1. (b) (4) [redacted]

7.1.2. (b) (4) [redacted]

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7.2. (b) (4) [redacted]

7.2.1. (b) (4) [redacted]

7.3. (b) (4) [redacted]

7.3.1. (b) (4) [redacted]

7.3.1.1. (b) (4) [redacted]

7.3.1.2. (b) (4) [redacted]

7.3.1.3. (b) (4) [redacted]

7.4. (b) (4) [redacted]

7.4.1. (b) (4) [redacted]

(b) (4) [redacted]

7.5. (b) (4) [redacted]

7.6. (b) (4) [redacted]

8. DISCONTINUATIONS AND TRANSFERS OF BLA OR NDA

8.1. If Drug Manufacturer intends to discontinue supplying a particular Covered Product, Newly Launched Product, or GLP Product to the United States for which there is no therapeutic alternative for approved indications, then Drug Manufacturer shall provide prompt written notice to HHS.

8.2. If Drug Manufacturer intends to discontinue supplying all dosage forms and strengths of the ex-U.S. version of a Covered Product, Newly Launched Product, or GLP Product to a Specified Country, then Drug Manufacturer must provide prompt notice to HHS. HHS shall then exclude the Specified Country where a Covered Product or Newly Launched Product has been discontinued from the Specified Country Basket for the calculation of the MFN Price for the given Covered Product or Newly Launched Product.

8.3. (b) (4) [redacted]

9. ADDITIONAL TERMS AND CONDITIONS

9.1. (b) (4) [redacted]

(b) (4) [redacted]

9.2. (b) (4) [redacted]

9.3. (b) (4) [redacted]

10. EFFECTIVE DATE, TERM, AND TERMINATION

10.1. This Agreement shall commence as of the Effective Date and continue for the duration of the Covered Period, unless terminated earlier in accordance with this Agreement.

10.2. Termination.

10.2.1. (b) (4) [redacted]

10.2.1.1. (b) (4) [redacted]

(b) (4)

10.2.2. (b) (4)

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11. (b) (4)

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11.3. (b) (4)

11.4. (b) (4)

12. REPRESENTATIONS AND WARRANTIES

12.1. HHS represents and warrants that the Secretary, or his designee, has the full right, power, and authority to enter into the Agreement and bind the Department of Health and Human Services to the terms of this Agreement.

12.2. Drug Manufacturer represents and warrants that its signatory to this Agreement has the full right, power, and authority to enter into this Agreement and to bind Drug Manufacturer to the terms of this Agreement.

13. CONFIDENTIALITY

13.1. HHS and Drug Manufacturer shall protect the confidentiality of this Agreement, including terms agreed to herein, to the fullest extent allowed by law, except as mutually agreed to by the Parties in writing.

13.2. HHS shall protect the confidentiality of all information provided orally, visually, in writing or other form that is disclosed or otherwise provided by or on behalf of Drug Manufacturer in connection with this Agreement to the fullest extent allowed by law. Notwithstanding the foregoing, the Parties shall be permitted to disclose detailed summaries of information related to this Agreement to regulatory authorities (including State regulatory authorities), legislators (including State legislators), and Persons associated with such authorities or legislators to the extent reasonably necessary for (i) discharging such disclosing Party's obligations under the Agreement, (ii) legal and regulatory compliance, or (iii) business operations which are related to the subject matter of this Agreement**.** Drug Manufacturer shall keep HHS reasonably informed of disclosures made pursuant to the prior sentence. Subject to applicable laws, information disclosed by or on behalf of Drug Manufacturer, including trade secret and confidential commercial or financial information, shall be protected from disclosure under Exemptions 3 and/or 4 of the Freedom of Information Act ("FOIA") (5 U.S.C. § 552(b)(3), (4)). HHS shall not use any information provided by or on behalf of Drug Manufacturer for any purpose other than as is necessary pursuant to this Agreement.

14. GENERAL PROVISIONS

14.1. By signing this Agreement, each Party recognizes that the choice to enter into this Agreement (or not enter into this Agreement) is voluntary.

14.2. Nothing in this Agreement shall limit Drug Manufacturer from (i) offering or providing access to its products, including on a DTP Platform or under the Medicare or Medicaid programs, at prices lower than the prices established under this Agreement, (ii) providing additional promotional discount offers in a variety of forms, (iii) identifying potential insurance coverage options for patients purchasing Covered Products or GLP Products from a DTP Platform (via benefit verification support or otherwise) and ensuring such patients are aware of such coverage options, (iv) supporting patients' appropriate use of Covered Products and GLP Products,

including adherence and persistence, and (v) engaging in activities to promote, advertise, and raise awareness of the availability of DTP prices.

14.3. Except as otherwise set forth herein, nothing in this Agreement alters the applicability of statutory or regulatory requirements (or, where sub-regulatory implementation authority is specified in statute, sub-regulatory requirements) that might otherwise relate to drug prices, including but not limited to the requirements of the Medicare Drug Price Negotiation Program. Further, nothing in this Agreement shall be construed to guarantee State participation in, or agreement to, any Medicaid Supplemental Rebate Agreements contemplated hereunder.

14.4. Neither Party may waive any of its rights or interests in this Agreement except in writing. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. This Agreement shall not be considered a waiver for past breach or infringement of the rights of a Party.

14.5. The Parties agree that the identity of the Parties is material to the formation of this Agreement and that the obligations under this Agreement are nondelegable. Neither Party may assign or otherwise transfer this Agreement (including by merger, change of control, reorganization or acquisition, sale or transfer of any part of its assets or business, or by operation of law) in whole or in part, without the other Party's written consent except when a change of ownership occurs as described in Section 14.6. Any attempted assignment in violation of this Section 14.5 shall be null and void.

14.6. Drug Manufacturer shall notify HHS of a change in ownership of Drug Manufacturer within thirty (30) days after Drug Manufacturer executes a legal obligation for such an arrangement and no later than forty-five (45) calendar days prior to the change in ownership taking effect. In the event of a transfer in ownership of Drug Manufacturer, this Agreement is automatically assigned to the new owner, and all terms and conditions of this Agreement remain in effect and binding upon the new owner.

14.7. Each Party remains responsible for compliance with this Agreement notwithstanding any actions that third parties may perform on such Party's behalf. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the Parties, then (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants, and restrictions of this Agreement shall remain in full force and effect.

14.8. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

14.9. The construction, validity, performance, and effect of this Agreement shall be governed by U.S. federal law, as applied by the federal courts in the District of Columbia. If any provision in this Agreement conflicts with or is inconsistent with any U.S. federal law or regulation, then the U.S. federal law or regulation shall preempt that provision. Drug Manufacturer further agrees and consents to the jurisdiction of the federal courts and waives any claim of lack of jurisdiction or forum non conveniens.

14.10. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

14.11. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

14.12. This Agreement is executed and entered into by HHS and Drug Manufacturer solely for their benefit, and no other Person (including without limitation any individual employee, officer, director, contractor, or agent of either Party) shall be entitled to any of the benefits hereof or shall have any rights hereunder.

14.13. This Agreement, including all Appendices and Schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, including the LOA in its entirety. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both Parties.

14.13.1. (b) (4) [redacted]

14.14. Any notice, approval, request, authorization, direction, or other communication under this Agreement shall be given in writing by email. Each Party shall provide the appropriate email address for notice (such addresses may be amended from time to time):

14.14.1. If to Drug Manufacturer:

Derek L. Asay
Senior Vice President
Government Strategy and Federal Accounts, Lilly USA
Eli Lilly and Company
(b) (6) @lilly.com

With a copy to:

Josh Tomas O'Harra
Senior Vice President, Deputy General Counsel – Global Public Policy and Lilly Value and Access
Eli Lilly and Company
(b) (6) @lilly.com

14.14.2. If to HHS:

Elizabeth C. Kelley
Chief Legal Officer for CMS
Office of the General Counsel
U.S. Department of Health and Human Services
Elizabeth.Kelley@hhs.gov

[Rest of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

(b) (6)

February 18, 2026

Robert F. Kennedy, Jr.
Secretary
U.S. Department of Health and Human Services

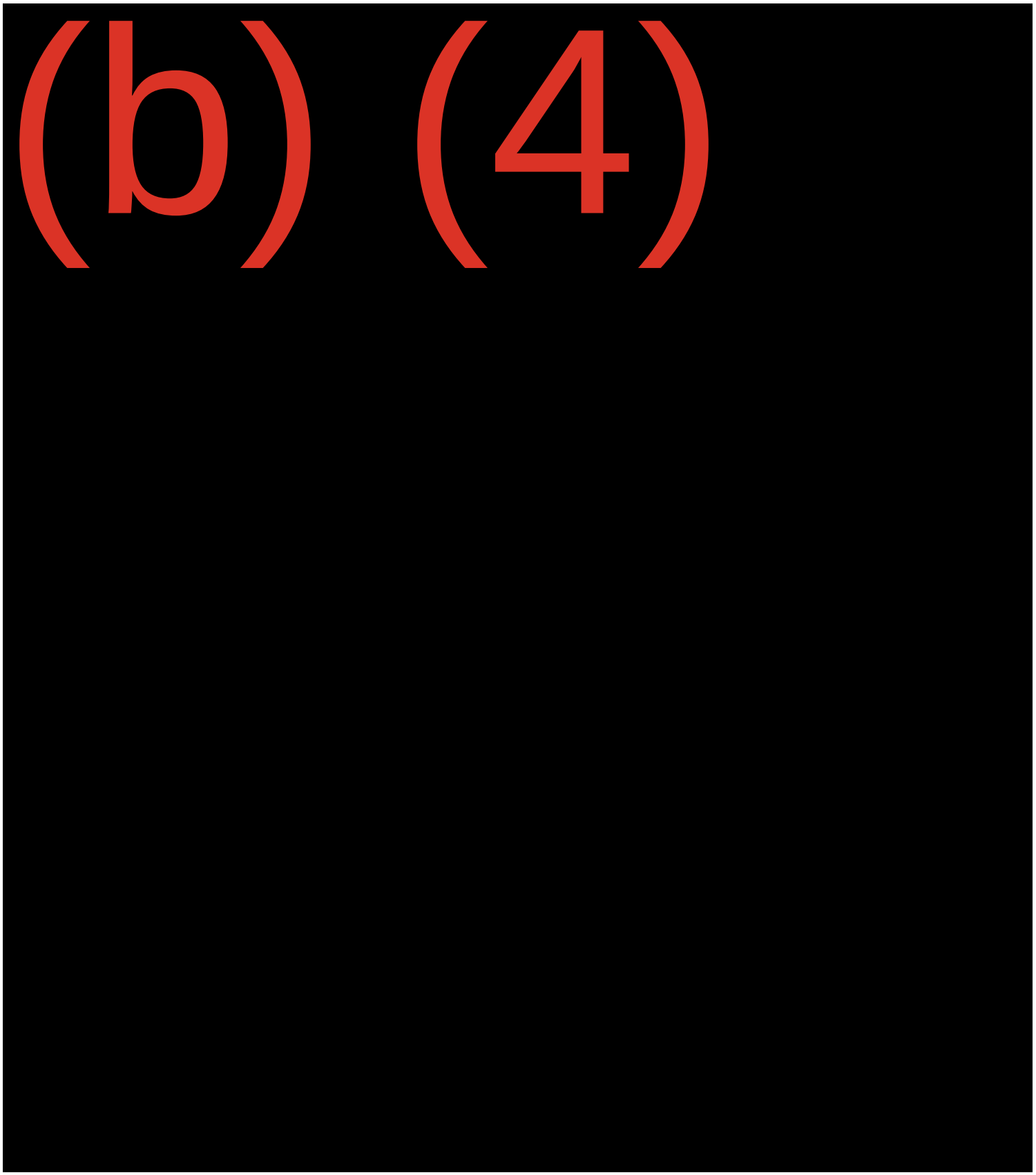
Date

(b) (6)

February 23, 2026

David A. Ricks
Chair and Chief Executive Officer
Eli Lilly and Company

Date



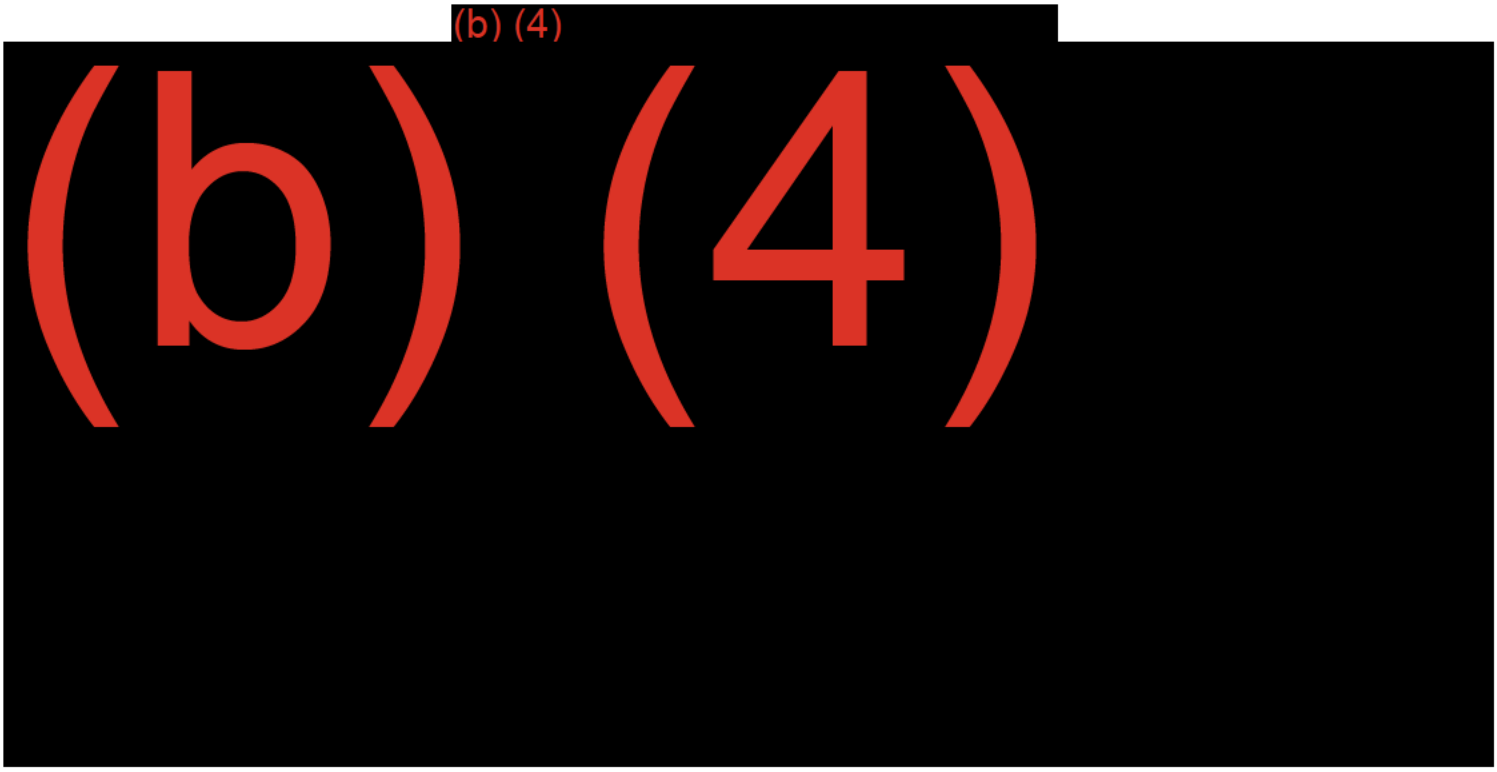
Appendix B: GLP Products and GLP Discounted Prices

Access Category	GLP Product	GLP Discounted Price[1]
Section 402 Demonstration (Sec. 3.3)	Zepbound® (KwikPen presentations) Orforglipron (tablets)*	$245 per month
BALANCE Model with respect to Medicaid[2] (Sec. 3.1)	Zepbound® (KwikPen presentations) Mounjaro® (all presentations) Orforglipron (tablets)*	$245 per month
BALANCE Model with respect to Medicare Part D (Sec. 3.3)	Zepbound® (KwikPen presentations) Mounjaro® (all presentations) Orforglipron (tablets)*	$245 per month

*if approved

[1] (b) (4) [redacted].

[2] For States that cover Zepbound® (Kwikpen) and orforglipron (tablets), if approved, in accordance with the CMMI Prior Authorization Criteria.



SCHEDULE 2.1.1.2 TO MFN DRUG PRICING AGREEMENT