



ELANCO DATA PROCESSING AGREEMENT

This DPA applies to Personal Information Processed by Supplier on behalf of Elanco and in connection with the provision of the Services provided under the Agreement. In the event of a conflict between this DPA and the Agreement, the terms and definitions of this DPA shall control and govern.

1. Definitions.

- 1.1. **"Affiliate"** means an entity related to Elanco or Supplier, respectively, through common ownership or control.
- 1.2. **"Applicable Data Protection Laws"** means any applicable law, regulation, or other legal requirement protecting a data subject's privacy with respect to the Processing of Personal Information and to which a Party to this Agreement is subject. Applicable Data Protection Laws may include, but are not limited to, the EU's General Data Protection Regulation, Regulation (EU) 2016/679 (the **"GDPR"**), the UK General Data Protection Regulation (the **"UK GDPR"**) and UK Data Protection Act of 2018, the Swiss Federal Act on Data Protection (**"FADP"**), the Personal Information Protection Law of People's Republic of China (**"PIPL"**), the California Consumer Protection Act, as amended, including by the California Privacy Rights Act (Cal. Civ. Code §§ 1798.100–99) and its implementing regulations (collectively, the **"CCPA"**), the Colorado Privacy Act (Colo. Rev. Stat. §§ 6-1-1301–13), the Connecticut Data Privacy Act of 2022, the Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101–404), the Virginia Consumer Data Protection Act (Va. Code Ann. §§ 59.1-575–85), and any successor or replacement legislation or implementing regulations.
- 1.3. **"Data Controller"** shall mean the entity which alone or jointly with others determines the purposes and means of the Processing of Personal Information.
- 1.4. **"Data Processor"** shall mean an entity which Processes Personal Information on behalf of the Data Controller.
- 1.5. **"Data Security Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure and acquisition of, or access to, Personal Information transmitted, stored, or otherwise Processed.
- 1.6. **"Data Subject"** means any person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. The term includes persons who have already been identified as well as those who might be identified by reference to the identifiers set forth above.
- 1.7. **"Government Authority"** means a legislative, executive, administrative, or regulatory entity, judicial body, or other public agency or authority of any country, state, territory, or political subdivision of a country, state, or territory, or a person or entity acting under a grant of authority from or under contract with such public agency or authority, that is authorized by law to enforce individual rights with respect to Personal Information, or to oversee or monitor compliance with privacy, data protection, or data security laws, rules, regulations, or other Applicable Data Protection Laws.

- 1.8. **“Personal Information”** means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural, or social identity. “Personal Information” also includes the terms “personal data,” “personal information,” “sensitive data,” “sensitive personal information,” and equivalent terms as those terms are defined by Applicable Data Protection Laws.
- 1.9. **“Process”** (and its conjugates, including without limitation, **“processes,” “processed,”** and **“processing,”** regardless of whether such terms are capitalized or not) shall mean any operation or set of operations which is performed upon Personal Information, including (without limitation) collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.10. **“Sensitive Personal Information”** means any Personal Information that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, criminal conviction, and data concerning health or sex life. For the purposes of this Agreement, Sensitive Personal Information also includes “sensitive data,” “sensitive personal information,” and equivalent terms as those terms are defined by Applicable Data Protection Laws.
- 1.11. **“Services”** means the specific services that Supplier performs for or on behalf of Elanco under the Agreement.
- 1.12. **“Subprocessor”** means any third party engaged by Supplier to Process Personal Information for purposes of the Agreement.

2. USE AND DISCLOSURE OF PERSONAL INFORMATION

Supplier’s Processing of Personal Information shall be governed by the Agreement. The subject matter, duration, nature, and purpose of the Processing, type of Personal Information and categories of Data Subjects, instructions for Processing Personal Information, and obligations and rights of the Parties are specified in Section 1 of DPA Exhibit A.

- 2.1. Supplier shall only Process Personal Information in accordance with Elanco’s instructions or as necessary to carry out an obligation under the Agreement or arising under Applicable Data Protection Laws. Supplier will only Process the minimum amount of Personal Information required to meet its obligations under this Agreement or Applicable Data Protection Laws.
- 2.2. Supplier certifies that it understands the restrictions contained in this DPA and will comply with them. Supplier agrees that it shall promptly inform Elanco if it makes a determination that it, its Subprocessors, or its Affiliates can no longer meet their obligations under this DPA or under Applicable Data Protection Laws.
- 2.3. To the extent Supplier Processes Personal Information pursuant to the Agreement that is within the scope of the CCPA, neither Supplier nor any of its employees, agents, or Subprocessors shall: (i) sell or share Personal Information that they collect pursuant to the Agreement, as the terms “sell” and “share” are defined by the CCPA; (ii) retain, use, or disclose Personal Information that they collect pursuant to the Agreement for any purpose other than the Business Purpose specified in the Agreement; (iii) retain, use, or disclose Personal Information that they collect pursuant to

the Agreement for any commercial purposes other than the Business Purpose specified in the Agreement; (iv) retain, use, or disclose Personal Information that they collect pursuant to the Agreement outside of the direct business relationship between the Parties; or (v) combine Personal Information that they collect pursuant to the Agreement with Personal Information they receive from or on behalf of another person, or collect from their own interaction with the consumer. Moreover, with respect to such Personal Information, the Supplier shall provide the same level of protection as required of businesses under the CCPA. The business purpose for which Supplier will Process Personal Information is to perform services for or on behalf of Elanco, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services for or on behalf of Elanco (the “**Business Purpose**”). To the extent Elanco discloses Personal Information to Supplier under the Agreement that is within the scope of the CCPA, Elanco makes such disclosures to Supplier only for the limited and specified Business Purpose, and such disclosures shall not constitute “sales” or “shares” of Personal Information as such terms are defined by the CCPA. For the avoidance of doubt, this Section 2.3 shall only apply to the extent Supplier Processes Personal Information pursuant to the Agreement that is within the scope of the CCPA and shall not be otherwise applicable.

3. IDENTIFICATION OF PARTIES AND OWNERSHIP OF PERSONAL INFORMATION

- 3.1. The Parties agree that Elanco shall act as a Data Controller and Supplier shall act as a Data Processor under the Agreement.
- 3.2. To the extent Supplier acts as an independent Data Controller with respect to any of the Personal Information Processed for purposes of the Agreement, Supplier agrees to comply with all Applicable Data Protection Laws with respect to such Personal Information.
- 3.3. The Parties agree that Elanco is the sole owner of all Personal Information provided by Elanco to Supplier or received by Supplier on behalf of Elanco to provide the Services.

4. COMPLIANCE WITH APPLICABLE DATA PROTECTION LAWS

The Parties agree to comply with all Applicable Data Protection Laws throughout the term of the Agreement. Supplier will immediately inform Elanco if it believes any of Elanco’s instructions are inconsistent with Applicable Data Protection Laws. If the Services involve collection of Personal Information directly from Data Subjects, Supplier shall ensure that it complies with all notice and consent requirements as appropriate under Applicable Data Protection Laws.

- 4.1. The Parties understand that they have a duty to stay informed of changes to Applicable Data Protection Laws throughout the course of the Agreement.
- 4.2. Where Applicable Data Protection Laws may require Supplier to Process Personal Information for a purpose unrelated to the delivery of the Services, Supplier shall:
 - A. Promptly notify Elanco of any required Processing;
 - B. Accommodate reasonable efforts and requests by Elanco to limit any such required Processing; and

- C. Process only the Personal Information necessary to meet its legal obligations.

5. DATA PROTECTION ASSISTANCE

- 5.1. Supplier shall provide reasonable assistance to Elanco with respect to any data protection impact assessments and/or prior consultations that may be required by Applicable Data Protection Laws in respect of Processing carried out under the Agreement.
- 5.2. Supplier shall promptly make available to Elanco all information necessary to demonstrate compliance with this DPA and Applicable Data Protection Laws and shall cooperate with relevant Government Authorities upon request by Elanco.

6. SECURITY MEASURES

During the term of this Agreement, Supplier will maintain and materially comply with a privacy and cybersecurity program designed to ensure that Personal Information will only be Processed in accordance with this DPA and in accordance with Applicable Data Protection Laws, including the appointment of a data protection officer to the extent required by Applicable Data Protection Laws.

- 6.1. Security Measures. Supplier shall, with respect to all Processing of Personal Information, comply with the Elanco *Information Security Standard*, (<https://www.elanco.com/en-us/suppliers>), which is fully incorporated into this DPA by this reference.

7. OVERSIGHT OF PERSONNEL

- 7.1. Confidentiality. Supplier shall ensure that any persons authorized to Process Personal Information on Supplier's behalf have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 7.2. Limitation of Access and Processing. Supplier shall ensure that access to Personal Information is limited to those employees, contractors, and Subprocessors performing services in accordance with this Agreement on a "need-to-know" basis. Supplier shall ensure that any processing by its employees, contractors, and Subprocessors is done only pursuant to this Agreement or as required by Applicable Data Protection Laws.

8. DATA SECURITY BREACHES

- 8.1. Supplier agrees to notify Elanco without undue delay, but in all cases within forty-eight (48) hours, of discovery of any Data Security Breach of which it becomes aware, including those occurring at its Subprocessors. Supplier shall provide such notification via email to privacy@elancoah.com and protectelanco@elancoah.com. Supplier agrees to take such reasonable, remedial actions as warranted to investigate and halt the root cause of such Data Security Breach to the extent it is ongoing.
- 8.2. As part of its notification to Elanco, Supplier will provide to Elanco, as feasible, sufficient information for Elanco to assess the Data Security Breach and assess its obligations with respect to notification under Applicable Data Protection Laws. Specifically, Supplier will provide, to the extent reasonably available:

- A. The nature of the Data Security Breach, and the categories and approximate number of data subjects and Personal Information records involved;
 - B. The likely consequences of the Data Security Breach, in so far as consequences are able to be determined; and
 - C. Any measures taken or proposed to be taken to address or mitigate the incident.
- 8.3. Elanco will decide on the basis of all available information and Applicable Data Protection Laws if notification to Data Subjects and/or Government Authorities is required by law. In the event of a Data Security Breach relating to the Personal Information collected or received under this Agreement, Supplier will provide reasonable assistance and cooperate as instructed by Elanco to investigate and resolve Data Security Breaches and provide information necessary to provide required notifications. Supplier will take reasonable remedial actions as the Parties mutually agree is warranted.
- 8.4. Supplier shall not disclose, without Elanco's prior written approval, any information related to the suspected Data Security Breach to any third party other than a vendor hired to investigate/mitigate such Data Security Breach and bound by confidentiality and non-disclosure obligations, except as required by Applicable Data Protection Laws. Supplier shall bear all of its and Elanco's costs associated with resolving a Data Security Breach that arises from Supplier's acts or omissions or Supplier's violation of this DPA, including costs and expenses associated with conducting an investigation, notifying Data Subjects, government agencies, media outlets, and others as required by Applicable Data Protection Laws or Elanco's reasonable determination, providing consumers with one year of credit monitoring as required by Applicable Laws or Elanco's reasonable determination, and responding to consumer, regulator, and media inquiries.

9. RIGHTS OF DATA SUBJECTS

In the event Supplier receives a request from a Data Subject to exercise the Data Subject's rights under Applicable Data Protection Laws, Supplier will promptly, and in all cases within forty-eight (48) hours of receipt, advise Elanco of such request and follow reasonable instructions provided by Elanco. Supplier shall provide reasonable assistance to Elanco as needed in responding to or fulfilling Data Subject requests, whether received by Supplier or Elanco, from Data Subjects to exercise their rights under Applicable Data Protection Laws. To the extent Elanco receives a Data Subject Request relating to Personal Information Processed by Supplier under the Agreement, Elanco shall inform Supplier of such Data Subject Request and provide information necessary for Supplier to comply with such Data Subject Request, and Supplier agrees to take all necessary action to comply.

10. NOTIFICATION OF INSPECTION

Supplier agrees to promptly notify Elanco of any inspection or audit by a Government Authority concerning compliance with Applicable Data Protection Laws related to the Services, unless prohibited by law.

11. CROSS-BORDER DATA TRANSFERS

- 11.1. To the extent that Processing of Personal Information for purposes of the Agreement involves cross-border transfers of Personal Information from the European Economic Area ("EEA") to a country that has not received an adequacy decision from the European Commission, the Parties hereby execute and incorporate in this DPA the Standard Contractual Clauses set out in Commission

Implementing Decision (EU) 2021/914 of 4 June 2021 (the “EU SCCs”), with Module One (Controller-to-Controller Transfers), Module Two (Controller-to-Processor Transfers) and Module Four (Processor-to-Controller Transfers) selected, as applicable, including their respective annexes. With respect to the options provided in Module One of the EU SCCs, Clause 7 shall remain; Clause 9 shall be intentionally omitted; the optional clause in Clause 11(a) shall not be included; in Clause 17, option 1 shall apply, and Germany shall be the selected EU Member State; Clause 18 shall provide that disputes arising from the EU SCCs shall be resolved by the courts of Germany; and the Annex I and II details are as provided in Exhibit A to this DPA. With respect to the options provided in Module Two of the EU SCCs, Clause 7 shall remain; Clause 9 Option 2 shall be selected and the time period shall be thirty (30) days; the optional clause in Clause 11(a) shall not be included; in Clause 17, option 2 shall apply, and Germany shall be the selected EU Member State; Clause 18 shall provide that disputes arising from the EU SCCs shall be resolved by the courts of Germany; and the Annex I, II, and III details are as provided in Exhibit A to this DPA. With respect to the options provided in Module Four of the EU SCCs, Clause 7 shall remain; Clause 9 shall be intentionally omitted; the optional clause in Clause 11(a) shall not be included; Clause 13 shall be intentionally omitted; in Clause 17, Germany shall be the selected country; Clause 18 shall provide that disputes arising from the EU SCCs shall be resolved by the courts of Germany; and the Annex I details are as provided in Exhibit A to this DPA. As detailed in Exhibit A to this DPA, the Parties also hereby execute and incorporate in this DPA, to the extent applicable, (a) the United Kingdom’s International Data Transfer Addendum (“UK Addendum”) and (b) the supplemental details applicable to cross-border transfers of Personal Information that originates from or is Processed in Switzerland.

- 11.2. To the extent that Processing of Personal Information for purposes of the Agreement requires cross-border transfers of Personal Information from any country (other than those in the EEA, the UK, or Switzerland) that restricts the export of Personal Information, the Parties shall cooperate in good faith to implement transfer mechanisms recognized by or required for compliance with Applicable Data Protection Laws before commencing such transfers. Any separate documents entered into by the Parties to effectuate the transfer mechanism under this DPA shall be incorporated in this DPA. Supplier shall ensure that it complies with all Applicable Data Protection Laws with respect to such transfers.

12. RETENTION

Supplier agrees to retain Personal Information received from or on behalf of Elanco for only so long as necessary to conduct the Services or as may otherwise be required under Applicable Data Protection Laws.

13. RETURN/DESTRUCTION

Upon termination or expiration of the Agreement (or the conclusion of any post-expiration transition period), or earlier upon written request by Elanco, Supplier agrees to promptly return or destroy, per Elanco’s choice, all Personal Information received or collected pursuant to the Agreement, to the extent permitted by Applicable Data Protection Laws.

- 13.1. Supplier agrees to promptly notify Elanco of any inability to return or destroy Personal Information.
- 13.2. Supplier agrees that any Personal Information retained as required by law shall remain subject to the requirements of this DPA, which shall survive termination of the Agreement with respect to such Personal Information.

14. SUBPROCESSORS

Elanco authorizes Supplier to engage Subprocessors subject to the following conditions.

- 14.1. Elanco authorizes Supplier to engage Subprocessors subject to the following conditions. Before engaging a Subprocessor, Supplier will give Elanco thirty (30) days' notice and opportunity to object to Supplier's use of such Subprocessor to process the Personal Information. If Elanco subsequently objects to the use and appointment of any Subprocessor by Supplier, Elanco shall notify promptly notify Supplier in writing within such notice period and Supplier shall not utilize such Subprocessor to Process Personal Information on Elanco's behalf for the performance of the Services.
- 14.2. Supplier shall ensure that each Subprocessor is bound by a written agreement that includes obligations that are the same or substantially similar to this DPA with respect to protection of Personal Information. Supplier shall be responsible for any noncompliance with the terms of this DPA by any Subprocessor, which noncompliance will constitute a breach as if committed directly by Supplier.

15. RIGHT TO AUDIT

Elanco or any agent, representative, or third party working on Elanco's behalf, shall have the right to audit Supplier during Supplier's normal business hours at agreed dates and times upon thirty (30) days' written notice in order to monitor compliance with the terms of this DPA. Supplier agrees to make available to Elanco all information necessary to demonstrate Supplier's compliance with this DPA and with Applicable Data Protection Laws, and, to the extent applicable, Elanco shall have the right to take reasonable and appropriate steps to stop and remediate Supplier's unauthorized use of the Personal Information. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Supplier.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

In addition to any indemnification obligations set forth in the agreement, Supplier shall indemnify, defend and hold harmless Elanco, its affiliated companies, and each of their respective officers, directors, employees and agents, from and against any and all claims, actions, liabilities, losses, damages, statutory damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs and amounts paid in investigation, defense or settlement of the foregoing) which may be sustained or suffered by any of them for: (i) a Data Security Breach arising out of or based upon Supplier's, or Supplier's Subprocessor's, actions; and (ii) Supplier's, or Supplier's Subprocessor's, breach of this DPA. No limitation of liability set forth elsewhere in the agreement is applicable to the foregoing indemnity obligations or Supplier's or its Subprocessor's breach of this DPA.

17. EFFECT OF VIOLATION

If Supplier breaches the terms of this DPA, and such breach is capable of cure, Supplier will have ten (10) days to cure the breach. If the breach is not cured within ten (10) days or is incapable of cure, Elanco has the right to immediately terminate the Agreement.



EXHIBIT A

CROSS-BORDER TRANSFER APPENDIX

1. Annex I to EU SCCs (including details for UK Addendum)

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: The data exporter shall be the name of the data exporter as listed on the Agreement.

Trading Name (if different from name): The data exporter's trading name shall be the trading name of the data exporter as listed on the Agreement, or shall read "N/A" if not listed in the Agreement.

Official Registration Number: The data exporter's official registration number shall be as listed in the Agreement, if any, and shall read "N/A" if not listed in the Agreement.

Address: The data exporter's address shall be as listed in the Agreement.

Contact person's name, position and contact details: The data exporter's contact person's name, position, and contact details shall be as listed in the Agreement.

Activities relevant to the data transferred under these Clauses: For performance of the Agreement.

Signature and date: The data exporter's signature and date shall be as listed on the signature page of the DPA or of the Agreement, as applicable.

Role (controller/processor): For Modules One and Two, Controller; for Module Four, Processor

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: The data importer shall be the name of the data importer as listed on the Agreement.

Trading Name (if different from name): The data importer's trading name shall be the trading name of the data importer as listed on the Agreement, or shall read "N/A" if not listed in the Agreement.

Official Registration Number: The data importer's official registration number shall be as listed in the Agreement, if any, and shall read "N/A" if not listed in the Agreement.

Address: The data importer's address shall be as listed in the Agreement.

Contact person's name, position and contact details: The data importer's contact person's name, position, and contact details shall be as listed in the Agreement.

Activities relevant to the data transferred under these Clauses: For performance of the Agreement.

Signature and date: The data importer's signature and date shall be as listed on the signature page of the DPA or of the Agreement, as applicable.

Role (controller/processor): For Modules One and Four, Controller; for Module Two, Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose Personal Information is transferred

As applicable, the following categories of Data Subjects:

- Employees, Applicants, and/or Independent Contractors
- Consumers (e.g., pet owner or website visitor)
- Customers (including animal health professionals)
- Clinical Investigators
- Suppliers, contracted consultants, and contracted contingent workers
- Other (please list):

Categories of Personal Information transferred

[to be filled in]

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

[to be filled in]

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Ongoing.

Nature of the processing

For the performance of the Agreement.

Purpose(s) of the data transfer and further processing

For the purposes of performing the Agreement.

The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Agreement and as otherwise permitted by Applicable Data Protection Laws.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

For Modules One and Four, N/A; For Module Two, as provided in the Agreement.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

As provided by Clause 13 depending on the options listed in Clause 13.

2. UK Addendum to the EU SCCs. The UK Addendum shall include the following details:

- 2.1 In Table 1: (1) the Start date shall be the Effective Date of the DPA; (2) the Parties' details and Key contact information shall be the information provided in Section 1 of this Exhibit A; and (3) the Signatures shall be the Parties' signatures on the DPA or the Agreement, as applicable.
- 2.2 In Table 2: (1) the first checkbox ("The version of the Approved SCCs which this Addendum is appended to, detailed below, including the DPA Information:") and subsequent Date, Reference, and Other Identifier fields shall be left blank; (2) the second checkbox ("the Approved EU SCCs, including the DPA Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:") shall be checked; and (3) the chart below the second checkbox shall be completed as provided in Section 11.1, depending on the applicable module.

2.3 In Table 3: (1) the List of Parties shall read “See Section 1 of DPA Exhibit A”; (2) the Description of Transfer shall read “See Section 1 of DPA Exhibit A”; (3) the Technical and Organisational Measures shall read “See Section 4 of DPA Exhibit A”; and (4) the List of Sub processors shall read “See Section 5 of DPA Exhibit A.”

2.4 In Table 4: The “Importer” and “Exporter” checkboxes shall be checked.

3. Swiss Standard Contractual Clauses. Pursuant to the Swiss Federal Data Protection and Information Commissioner’s (“FDPIC”) guidance of 27 August 2021, “The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts,” the Parties agree to adopt the GDPR standard for data transfers subject to the Swiss Federal Act on Data Protection and for data transfers subject to the GDPR (Case Two, Option Two), subject to the following details:

3.1 The competent supervisory authority in Annex I.C under Clause 13 shall be the FDPIC, insofar as the data transfer is governed by the Swiss Federal Act on Data Protection, and shall be the appropriate EU authority as specified in Exhibit A, Section 1(C) insofar as the data transfer is governed by the GDPR.

3.1 Applicable law for purposes of Clause 17 and place of jurisdiction for purposes of Clause 18(b) shall be as provided in Section 11.1 of the DPA.

3.2 To the extent applicable, the term “member state” in the European Commission’s Standard Contractual Clauses must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

3.3 The European Commission’s Standard Contractual Clauses shall be interpreted to protect the data of legal entities until the entry into force of the revised version of 25 September 2020 of the Swiss Federal Act on Data Protection.

4. Technical & Organizational Measures. (Applicable to Modules One and Two)

See Elanco’s Information Security Standard, available at <https://www.elanco.com/en-us/suppliers>.

5. Subprocessors. (Applicable to Module Two)

The controller has authorised the use of the following sub-processors:

1. Name: [to be filled in]

Address: [to be filled in]

Contact person’s name, position and contact details: [to be filled in]

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): [to be filled in]

2. Name: [to be filled in]

Address: [to be filled in]

Contact person's name, position and contact details: [to be filled in]

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): [to be filled in]