

Exhibit 2

Supplier and Elanco have entered into a master agreement whereby Supplier is providing certain services to Elanco (the “**Agreement**”) and a Data Processing Agreement as part of that Agreement. Supplier and Elanco now desire to agree to the terms of this **Data Transfer Agreement**, which by this reference is wholly incorporated into the **Data Processing Agreement**, in order to comply with Applicable Laws related to the cross-border transfer of Personal Data.

Therefore, the Parties hereby agree as set forth below.

Before Supplier receives Personal Data directly from a member state of the EEA or Switzerland or another country with Applicable Laws that restricts transfer of Personal Data to third countries (“Data Localization Country”) in a country that is not deemed to provide an adequate level of data protection by the EU Commission or such Data Localization Country, or sends Personal Data from a member state of the EEA or Switzerland or Data Localization Country to a country that is not deemed to provide an adequate level of data protection by the EU Commission or such Data Localization Country, Supplier must:

- (i) Promptly cooperate with Elanco or its affiliates to duly complete, execute and comply with the **Standard Contractual Clauses** as provided by the EU Commission (set forth on Elanco’s Supplier Portal as “Standard Contractual Clauses for Data Transfer”) or undertake the mechanism required by the Data Transfer Program of a Data Localization Country with respect to all transfers of or remote access to Personal Data from the EEA and/or Switzerland or a Data Localization Country, to or by Supplier, as the case may be; or
- (ii) Notwithstanding the above, in the event that Supplier receives Personal Data in the USA from a member state of the EEA or Switzerland or a Data Localization Country and Supplier is certified under a Data Transfer Program, Supplier hereby warrants that: (a) the certification in question covers the Services, and the intended Processing of the Personal Data, by Supplier as set forth in **the Agreement**; (b) Supplier will remain certified under such Data Transfer Program during such time as Supplier Processes the Personal Data; and (c) if at any time during such time as Supplier Processes the Personal Data, Supplier de-certifies or otherwise loses the certification in question or for some reason the Data Transfer Program becomes invalid, Supplier will comply with subsection (i) above; or
- (iii) If the Supplier cannot comply with either subsection (i) or (ii) above for any reason, the Parties shall cooperate to promptly settle on and execute appropriate alternative compliance measures.

In all cases, each Party shall bear its own costs incurred in relation to such establishing and maintaining such compliance measures. In respect of data transfers from the EEA or Switzerland or a Data Localization Country, Elanco and Supplier may, by mutual written agreement, terminate or modify the Data Transfer Program or data transfer agreements or other compliance measures should they be affected by any change in Applicable Laws, or in the case of the EEA, become unnecessary following any European Commission positive adequacy decision under Article 45 of the General Data Protection Regulation being issued in relation to the country in question (or relevant sector thereof), or if the General Data Protection Regulation becomes directly applicable in such country, provided that Supplier shall first self-certify or take any other necessary steps as may be necessary to benefit from that adequacy determination.

Elanco Data Transfer Agreement



If Supplier receives Personal Data originating in the EEA or Switzerland or a Data Localization Country from Elanco or its USA affiliated entities that are certified to a Data Transfer Program, Supplier shall Process such Personal Data in a manner consistent with, and providing the same level of protection as, the Data Transfer Programs. If Supplier determines, for whatever reason and acting reasonably, that it cannot provide the same level of protection as is required by the Data Transfer Programs, it shall give Elanco immediate written notification of such determination and Supplier shall immediately remediate such Processing or, if it is unable to do so, cease any and all Processing of such Personal Data.

As part of the transfer of Personal Data from one country to another, the data importer represents, and the Parties have mutually reviewed and agreed that, to the best of data importer's knowledge the assessment of risk set forth in the **Data Processing Information Form** (Exhibit A) is an accurate and relevant assessment for the Personal Data transfer.



EXHIBIT 2 (a)

STANDARD CONTRACTUAL CLAUSES (PROCESSORS) For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organization:

.....

Address:

.....

Tel.;

e-mail:

Other information needed to identify the organization

.....

.....

(the data exporter)

And

Name of the data importing organization:

.....

Address:

.....

Tel.;

e-mail:

Other information needed to identify the organization:

.....

.....

(the data importer)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Exhibit 1 (**Data Processing Agreement**) and Exhibit A (**Data Processing Information Form**).