



Elanco's Supplier Privacy Standard

1. Purpose

This Supplier Privacy Standard (or "Standard") sets forth confidentiality and privacy requirements with respect to Personal Information Processed by Supplier on behalf of Elanco to ensure that the Processing by Supplier is compliant with applicable privacy and data protection laws globally and the requirements of Elanco's Privacy Program.

2. Definitions.

For the purposes of this Standard:

(a) "Agreement" means the entire agreement between the Supplier and Elanco under which the Supplier performs services including the Processing of Personal Information on behalf of Elanco.

(b) "Applicable Laws" means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate, judgment, decree, injunction, writ, order, subpoena, or like action of a national, federal, state, provincial, regional, local and/or other governmental authority related to privacy, data security, and/or data protection that applies, as the context requires to: (i) the Agreement and this Standard; (ii) the performance of obligations or other activities related to the Agreement; and (iii) a party, a party's affiliates (if any), a party's subcontractors (if any), or to any of their representatives. Applicable Laws, includes, without limitation: A) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and any implementing, derivative or related national legislation, rule, or regulation enacted thereunder by any EU Member State subject to its jurisdiction (collectively "GDPR" or "General Data Protection Regulation"); B) the Data Protection Act 2018 (c. 12) of the United Kingdom, as amended; and C) the California Consumer Privacy Act, Cal. Civ. Code Section 1798.80 et seq., and Cal. Civ. Code Section 1798.100 et seq., and all regulations related to such act, all as amended in whole or in part ("CCPA").

(c) "Consent" means any freely given, specific and informed indication of the individual's wishes by which he/she, by a statement or by a clear affirmative action, signifies agreement to the Processing of his/her Personal Information.

(d) "Data Subject" means an identified or identifiable natural person to whom Personal Information relates.

(e) "Data Transfer Program" means the Swiss-US Privacy Shield or any other framework, agreement, or mechanism that complies with Applicable Laws for the transfer of Personal Information: i) from the European Economic Area ("EEA") or Switzerland to the U.S., or ii) from any country that restricts the transfer of Personal Information from such country to another country.



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(f) “Personal Information” means any information Processed by Supplier on behalf of Elanco and/or its affiliates, that alone, or in combination with other information, relates to an identified or identifiable individual, or otherwise identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files. For the avoidance of doubt, Personal Information that has been pseudonymized, meaning that the information may not be directly attributed to a natural person without the use of additional information, will also be considered Personal Information.

(g) “Processing” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, structuring, restriction, or otherwise making available, alignment or combination, blocking or erasure, or destruction.

(h) “Personal Data Breach” means:

- (i) Any unauthorized, accidental, or unlawful loss, acquisition, modification, use, destruction, alteration, disclosure, transfer, or transport of, or access to Personal Information; and
- (ii) Any substantially similar term to the above as defined by Applicable Laws.

(i) “Sensitive Personal Information” is a subset of Personal Information, which due to its nature has been classified by law or by Elanco policy as deserving additional privacy and security protections. Sensitive Personal Information consists of:

- (i) All government-issued identification numbers (including US Social Security numbers, EU Social Security numbers, Canadian Social Insurance numbers, Japanese My Number Social Security/Tax numbers, driver’s license numbers, and passport numbers);
- (ii) All financial account numbers (bank account numbers, credit card numbers, and other information if that information would permit access to a financial account);
- (iii) Individual medical records and biometric information, including any information on any worker or consumer’s health, disability, disease or product interests, as well as all data relating to an individual person’s health;
- (iv) medical, health or genetic information derived from biological samples, such as tissue, blood, urine or other samples, which can directly or indirectly be attributed to an identified or identifiable individual;
- (v) Reports of individual background checks and all other data obtained from a U.S. consumer reporting agency and subject to the Fair Credit Reporting Act;
- (vi) Data elements revealing race, ethnicity, national origin, religion, philosophical beliefs, trade union membership, political orientation, sex life or sexual orientation, criminal records, histories of prosecutions or convictions, or allegations of crimes; and
- (vii) Any other Personal Information designated by Elanco as Sensitive Personal Information (for example, but not limited to, "special care-required personal information" as defined and stipulated in Japan's Personal Information Protection Act shall be included as part of



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Sensitive Personal Information).

(j) “Services” means the particular services that Supplier performs for Elanco under this Agreement.

(k) “Swiss-US Privacy Shield” means the Swiss-US framework of privacy principles approved by the Swiss Federal Council and the U.S. Department of Commerce on January 11, 2017, as providing for adequate protection for Personal Information transferred from Switzerland to the U.S.

3. General Obligations.

(a) All Supplier’s obligations under the Agreement are in addition to the requirements of this Standard, including those that are similar in nature. Supplier will only collect, access, maintain, use, or otherwise Process Personal Information solely for the purpose of performing the Services for Elanco and to meet its obligations as set forth and in accordance with the Agreement, this Standard, and any documented instructions of Elanco. In addition, Supplier will not transfer Personal Information to a third country or an international organization, unless it does so in accordance with Section 3(g) below or it is required to do so by Applicable Laws to which Supplier is subject. In the case of a legal obligation to transfer Personal Information to a third country, the Supplier shall inform Elanco of that legal requirement before Processing and transfer of the Personal Information, unless the Applicable Laws prohibit such notification to Elanco on important grounds of public interest. In the event Supplier believes that it cannot satisfy its obligations under the Agreement while complying fully with the requirements of this Standard, Supplier shall notify Elanco immediately and shall not proceed with any act that would violate this Standard until the conflict is resolved.

(b) At appropriate intervals or as otherwise requested by Elanco, Supplier will provide a copy of its written privacy policies and procedures to Elanco.

(c) Supplier shall promptly upon receipt (but no later than 24 hours from receipt) inform Elanco, in writing:

(i) of any request for access to Personal Information received by Supplier from an individual who is (or claims to be) the Data Subject, or a request from such Data Subject to cease or not begin Processing, or to rectify, block, restrict, erase or destroy any such Personal Information;

(ii) of any request to receive Personal Information in a structured, commonly used and machine readable format and/or transmit the data to another controller received by Supplier from an individual who is the subject of the data;

(iii) of any other request by a Data Subject attempting to exercise what they believe are their rights under Applicable Laws;

(iv) of any request received by Supplier from any government official (including any data protection authority or law enforcement agency) relating to the Processing of Personal Information;

(v) of any inquiry, claim or complaint regarding the Processing of the Personal



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Information received by Supplier;

(vi) of any other requests or demands received from third parties with respect to Personal Information (each of (c)(i)-(vi) a "Privacy Communication").

Upon receipt of a Privacy Communication from an individual claiming to be a Data Subject, Supplier shall use reasonable endeavors to confirm if the individual is the Data Subject. Supplier understands that it is not authorized to respond to a Privacy Communication, unless explicitly authorized by the Agreement or by Elanco in writing, except for the request received from a governmental agency or any third party with a subpoena or similar legal document, made under Applicable Laws, compelling disclosure by Supplier. In addition to providing the written notice to Elanco as required under this Section, to the maximum extent permitted by Applicable Laws, Supplier shall, at its own cost and expense, provide Elanco with all assistance Elanco may reasonably request, and comply with the directions of Elanco in responding to a Privacy Communication. In the event that Elanco directly receives a Privacy Communication, upon Elanco's request, Supplier shall promptly provide Elanco with all information and assistance as Elanco may reasonably request related to Supplier's Processing of Personal Information that is subject to such Privacy Communication and Supplier shall comply with Elanco's reasonable directions in respect of such Privacy Communication.

(d) Supplier will promptly and thoroughly investigate allegations of any Personal Data Breach or use or disclosure of Personal Information of which Supplier is aware that is or could be in violation of this Standard. Supplier will notify Elanco, at privacy@Elanco.com, promptly upon discovery (but no later than 24 hours after discovery) of any suspected Personal Data Breach or material violation of this Standard. Additionally, in connection with the foregoing, Supplier will reasonably assist Elanco in mitigating any potential damage, conduct a root cause analysis, and upon request, will share the results of the analysis and its remediation plan with Elanco. Supplier shall bear all of its and Elanco's costs associated with resolving a Personal Data Breach that arises or results from Supplier's acts or omissions (or those of Supplier's officers, employees, agents, or subcontractors), or Supplier's violation of this Standard, including costs and expenses associated with conducting an investigation, notifying Data Subjects, government agencies, media outlets, and others as required by Applicable 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.

(e) Any Personal Information Processed by Supplier in the performance of the Services shall be limited to that Personal Information that is necessary to perform such Services or to fulfill any legal requirements. Supplier shall limit the extent of the Processing of Personal Information to that which is necessary to fulfill the intended purpose as set out in the Agreement and/or Work Order, including that Supplier may not de-identify or anonymize Personal Information for Supplier's own use, even if aggregated with other data, unless such de-identification or anonymization and subsequent use by Supplier is explicitly permitted in the Agreement. Supplier shall only store the Personal Information for the amount of time necessary to fulfill the intended purpose. Supplier shall take reasonable steps to assure the integrity and currency of the Personal Information in accordance with document management provisions in the Agreement.



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(f) If the Services involve the collection of Personal Information directly from individuals, such as through a registration process or a webpage, Supplier will provide individuals a clear and conspicuous, concise, transparent, intelligible, and easily accessible notice regarding the uses of the Personal Information, which notice shall be consistent with the provisions of the Agreement and Applicable Laws. For the Processing of Sensitive Personal Information, unless otherwise directed by Elanco, Supplier will obtain Consent from individuals, unless such consent is explicitly not required by Applicable Laws. However, no terms of use, privacy statement or other provisions presented to individuals by Supplier or its subcontractors, via a webpage or in any other manner shall alter the Supplier's obligations or rights under this Standard or the manner in which the Supplier may use and/or Process Personal Information.

(g) Supplier shall not transfer the Personal Information across any national borders to, or permit remote access to the Personal Information by, any employee, affiliate, subcontractor, service provider or other third party unless such transfer or remote access is specifically permitted in the Processing instructions provided to it by Elanco or it has the prior written consent of Elanco for such transfer or access. Supplier agrees to execute and undertake such compliance mechanisms as may be required by Applicable Laws and/or a Data Transfer Program that apply to Elanco or its affiliates in order for Supplier to receive Personal Information from or send Personal Information to such countries in compliance with Applicable Laws.

Without prejudice to the above, before Supplier receives Personal Information directly from a member state of the EEA or Switzerland or another country with Applicable Laws that restricts transfer of Personal Information 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 Information 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 Procurement Portal as "EU 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 Information 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 Information 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 Information, 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 Information; and (c) if at any time during such time as Supplier Processes the Personal Information, 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



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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.

If Supplier receives Personal Information 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 Information 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 Information.

(h) Elanco generally authorizes Supplier to engage subcontractors to Process Personal Information provided that Supplier shall inform Elanco of any intended changes concerning the addition or replacement of other subcontractor and Elanco will have the right to object to such change and terminate the Agreement. Any subcontractors will be permitted to Process Personal Information only to deliver the Services Supplier has retained them to provide under this Agreement and will be prohibited from Processing Personal Information for any other purpose. Prior to giving any Subcontractor access to Personal Information, Supplier shall ensure that such Subcontractor has entered into a written agreement requiring that the subcontractors abide by terms no less protective than those provided in this Agreement. Supplier shall be fully liable for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Supplier.

Any breach of the above provisions 3(g) and/or 3(h) by the Supplier shall be considered a material breach of the Agreement by Supplier and shall allow Elanco to immediately terminate the Agreement between the parties, by law, and if Elanco elects to terminate this Agreement, Elanco shall provide notice to Supplier as set forth in the notice section of the Agreement.

(i) Supplier shall secure all necessary authorizations from its employees and approved subcontractors to allow Elanco to Process the Personal Information of these individuals as necessary for the performance of the Agreement by Elanco, including information required to access Elanco systems or facilities, the maintenance of individual performance metrics and similar information.



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4. Confidentiality of Personal Information

(a) Supplier must maintain all Personal Information in strict confidence. Supplier shall make the Personal Information available only to its employees and onsite subcontractors who have a need to access the Personal Information in order to perform the Services and are subject to binding obligations to keep the Personal Information confidential. Supplier shall not disclose, transmit, or make available the Personal Information to third parties (including subcontractors), unless such disclosure, transmission, or making available has been explicitly authorized by Elanco in writing. In no event may Supplier provide Personal Information to a subcontractor or sub-processor unless that entity has agreed in writing to terms no less protective than those contained herein, including the provisions regarding security and Elanco audit rights.

(b) When the Supplier ceases to perform Services for Elanco, at the choice of Elanco, Supplier shall return all Personal Information (along with all copies and all media containing the Personal Information) to Elanco or shall securely destroy all Personal Information and so certify to Elanco.

5. Security

(a) Supplier shall have documented and implemented, and shall maintain, all appropriate legal, operational, technical, and organizational measures to protect against a Personal Data Breach and against any accidental, unlawful, or unauthorized Processing of Personal Information. Supplier will regularly test or otherwise monitor the effectiveness and resilience of the safeguards' controls, systems and procedures. Supplier will periodically identify reasonably foreseeable internal and external risks to the security, confidentiality, availability, and integrity of the Personal Information, and ensure that there are safeguards in place to control those risks (including, pseudonymisation and encryption of data). Subject to Applicable Laws, Supplier shall monitor its employees and subcontractors for compliance with its security program requirements.

(b) Supplier shall maintain all necessary documentation to show compliance with this Agreement and as may be required by Applicable Laws in respect of Supplier's Processing of Personal Information under this Agreement. At Elanco's request, Supplier shall submit its data Processing facilities for audit, which shall be carried out by Elanco (or by an independent inspection company designated by Elanco). Supplier shall fully co-operate with any such audit at Supplier's cost and expense. In the event that any such audit reveals material gaps or weaknesses in Supplier's security program or any breach of this Agreement, without prejudice to Elanco's other rights, Elanco shall be entitled to suspend transmission of Personal Information to Supplier and Supplier's Processing of such Personal Information, until such issues are resolved. Additionally, Supplier shall, at its own cost and expense, promptly implement such changes as are necessary to address any gaps in the Supplier's security program or rectify any breach and prevent recurrence of the same.



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6. Compliance with Laws

- (a) Supplier must stay informed of the legal and regulatory requirements for its Processing of Personal Information. In addition to being limited to satisfaction of the Services, Supplier's Processing shall comply with all Applicable Laws.
- (b) Supplier shall promptly assist and cooperate with Elanco to allow Elanco to comply with all Applicable Laws, including in respect of cooperation with government, regulatory and supervisory authorities, and data protection impact assessments.
- (c) Where required by Applicable Law, Supplier shall appoint a data protection officer, and shall inform, and keep Elanco updated in respect of, the name and contact details of its data protection officer.

7. EEA/Switzerland-Specific Terms

- (a) Unless otherwise notified, if Supplier is Processing Personal Information transferred to it (directly or indirectly) from the EEA or Switzerland on the basis of the Standard Contractual Clauses under provision 3(e)(i), Supplier must comply with the obligations imposed on a 'data importer' (or, as applicable, a 'subprocessor') under the Standard Contractual Clauses as provided by the EU Commission "[EU Standard Contractual Clauses for Data Transfer](#)" modified as necessary in respect of such Personal Information. Supplier hereby grants any applicable third party beneficiary rights referred to in the Standard Contractual Clauses.
- (b) Where a Data Subject, or entity acting on his/her behalf, is entitled to bring a claim against Elanco or its affiliate(s) for breach of the Standard Contractual Clauses, and such claim arises from Supplier's Processing operations under this Agreement and Standard, Supplier shall indemnify Elanco or its affiliate(s) for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other reasonable professional costs and expenses) suffered or incurred by Elanco or its affiliate(s) arising out of or in connection with such claim, provided that:
 - (i) As soon as reasonably practicable, Supplier is given notice of such claim; and
 - (ii) Elanco or its affiliate(s) (as the case may be) shall not make any admission of liability, agreement or compromise in relation to such claim without the prior written consent of Supplier (such consent not to be unreasonably conditioned, withheld or delayed), provided that Elanco or such affiliate(s) may settle such claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to Supplier, but without obtaining Supplier's consent) if Elanco or such affiliate(s) believes that failure to settle such claim would be prejudicial to Elanco or its affiliate(s) in any material respect.
- (c) Promptly upon request from Elanco or its affiliates, Supplier shall return to Elanco or a requesting affiliate (if any) a completed Data Processing Information Form using the template set out in Exhibit A.



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8. 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 Personal Data Breach arising out of or based upon Supplier's, or Supplier's subcontractor's, actions; and (ii) Supplier's, or Supplier's subcontractor's, breach of this Standard. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THE AGREEMENT IS APPLICABLE TO THE FOREGOING INDEMNITY OBLIGATIONS OR SUPPLIER'S OR ITS SUBCONTRACTOR'S BREACH OF THIS STANDARD.



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EXHIBIT A

Supplier Privacy Standard Data Processing Information Form

(to be completed by Supplier and returned to Elanco upon request from Elanco or its affiliates)

Supplier represents that the following is accurate to the best of their knowledge:

1. **Supplier's Registered Name and Address:**

2. **Describe the nature and purpose of the data Processing to be undertaken by Supplier as set forth in the description of Services:**

3. **Select the categories of data of Data Subjects that will be Processed by Supplier as part of the Services:**
 - Employee Data
 - Consumer Data
 - Animal Health Professional Data
 - Clinical Investigator Data
 - Supplier and other Contractor Employee Data
 - Other Personal Information Processed (please list):

4. **Select the categories of data of Elanco that will be Processed by Supplier as part of the services:**
 - The following data of customers and business partners as well as contact persons at customers and business partners: name, company, location, address(es), contact person, communication data, preferred/excluded communication channels, desired information/ordered newsletters, dispatch, freight, and payment conditions, account advisers, activities, participation in events, campaigns, customer satisfaction, customer-value-score and data of prospective customers.
 - The following data of animal health professionals, including thought leaders: name, institution, location, address(es), contact persons, communication data, CV-data, such as education, areas of expertise, skills and experience, cooperation during clinical trials or observational studies, potential conflicts of interests, participation in events, payment conditions.
 - The following data of visitors of websites: IP Address, date and time of visit of website, web pages visited, website visitor came from, type of browser visitor is using, type of operating system visitor is using, domain name and address of visitor's internet service provider, and, as the case may be, data manually entered by the visitor.

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- The following data of employees of Elanco (workforce, managing directors, and members of the executive board): in particular personnel master data, e.g. data derived from CVs, salary accounting data, data in relation to trainings and performance management, data in relation to company pension schemes, vacation times, absent times, travel expenses, data in relation to driver's licenses, accidents at work, system log data, as well as all data potentially collected in the personnel records.
- Business communication with contact persons, in particular: traffic data of e-mail, facsimile, telephone and content of emails, facsimile, and postal communication.
- Data and results deriving from surveys and other market research activities; accounts and sub-accounts (e.g. contact data, contact person/s, activities, dispatch, freight, and payment conditions), person in charge at Processor.
- Contract master data, offers, prices, special conditions, order and delivery data, invoice data, payment data, bank account data, data in relation to outstanding payments, and in each case the history relating thereto.
- Business documents and text as well as the related history with respect to individual business partners, customers, potential customers and business partners, contacts, accounts or other data records that are stored in the system.
- Data accrued within the scope of use of services that are provided by Elanco (e.g. personnel identification derived from input and usage trails).

5. Supplier will Process the Personal Information in the following geographies (list countries where Processing operations will occur):