



Elanco Supplier Privacy Standard

1. Purpose

This Supplier Privacy Standard (or "Standard") sets forth confidentiality and privacy requirements with respect to Personal Data 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 Data 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.
- (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 Data.
- (d) "Data Subject" means an identified or identifiable natural person to whom Personal Data relates.
- (e) "Data Transfer Program" means any framework, agreement, or mechanism that complies with Applicable Laws for the transfer of Personal Data:
 - (i) from the European Economic Area ("EEA") or Switzerland to the U.S., or
 - (ii) from any country that restricts the transfer of Personal Data from such country to another country.



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(f) “Personal Data” 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 Data can be in any media or format, including computerized or electronic records as well as paper-based files. For the avoidance of doubt, Personal Data 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 Data.

(g) “Processing” means any operation or set of operations which is performed upon Personal Data, 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 Data; and
- (ii) Any substantially similar term to the above as defined by Applicable Laws.

(i) “Sensitive Personal Data” is a subset of Personal Data, which due to its nature has been classified by law or by Elanco policy as deserving additional privacy and security protections. Sensitive Personal Data 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, as well as all data relating to an individual person’s health;
- (iv) medical, health or biometric information 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 Data designated by Elanco as Sensitive Personal Data (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 Data).

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

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 Data 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 Data 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 Data to a third country, the Supplier shall inform Elanco of that legal requirement before Processing and transfer of the Personal Data, 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 Data 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 Data;
- (ii) of any request to receive Personal Data 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 Data;
- (v) of any inquiry, claim or complaint regarding the Processing of the Personal



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Data received by Supplier;

(vi) of any other requests or demands received from third parties with respect to Personal Data (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 Data 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 Data of which Supplier is aware that is or could be in violation of this Standard. Supplier will notify Elanco, at privacy@elancoAH.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 Data Processed by Supplier in the performance of the Services shall be limited to that Personal Data that is necessary to perform such Services or to fulfill any legal requirements. Supplier shall limit the extent of the Processing of Personal Data 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 Data 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 Data 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 Data in accordance with document management provisions in the Agreement.



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(f) If the Services involve the collection of Personal Data directly from individuals, such as through a registration process or a webpage, Supplier will provide link to the Elanco Global Privacy Notice. For the collection of Sensitive Personal Data, Supplier will obtain consent from individuals where required by applicable law. However, no terms of use, privacy statement or other provisions presented to individuals 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 Personal Data.

(g) Supplier shall not transfer the Personal Data across any national borders to, or permit remote access to the Personal Data 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 Data from or send Personal Data to such countries in compliance with Applicable Laws.

Without prejudice to the above, 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 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 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.



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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 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.

(h) Elanco generally authorizes Supplier to engage subcontractors to Process Personal Data 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 Data only to deliver the Services Supplier has retained them to provide under this Agreement and will be prohibited from Processing Personal Data for any other purpose. Prior to giving any Subcontractor access to Personal Data, 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) Without prejudice to any of the Supplier's obligations in this Agreement, Supplier shall cooperate with Elanco and with Elanco's affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of the Personal Data.

(j) Supplier shall secure all necessary authorizations from its employees and approved subcontractors to allow Elanco to Process the Personal Data 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 Data

(a) Supplier must maintain all Personal Data in strict confidence. Supplier shall make the Personal Data available only to its employees and onsite subcontractors who have a need to access the Personal Data in order to perform the Services and are subject to binding obligations to keep the Personal Data confidential. Supplier shall not disclose, transmit, or make available the Personal Data 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 Data 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 Data (along with all copies and all media containing the Personal Data) to Elanco or shall securely destroy all Personal Data 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 Data. 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 Data, 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 Data 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 Data to Supplier and Supplier's Processing of such Personal Data, 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 Data. 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 Data 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 included in Exhibit B to this Standard and as provided by the EU Commission "[EU Standard Contractual Clauses for Data Transfer](#)" modified as necessary in respect of such Personal Data. Supplier hereby grants any applicable third-party beneficiary rights referred to in the Standard Contractual Clauses.
- (b) Where a Data Subject to whom such Personal Data pertains (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

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 type of Data Subjects whose Personal Data will be Processed by Supplier as part of the Services:**
 - Employees
 - 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):

4. **Select the categories of data of Elanco that will be Processed by Supplier as part of the services:**
 - Name and Role
 - Name
 - Job Title
 - Job level
 - Profession
 - Signature
 - Social Media Account Name

 - Contact Information
 - Email address
 - Postal/zip code
 - Street Address
 - Phone number
 - Device id
 - IP address

 - Financial Information
 - Credit Card Number
 - Debit Card Number
 - Financial Account Information
 - Income
 - Incentive Compensation (bonus, stock etc)
 - Insurance
 - Salary



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Dates

- Date of Birth
- Date of Death
- Other dates e.g. hire date

Education and Training

- Academic Grades
- Academic performance
- Course of Study
- Professional Certifications/Licenses
- Publications
- Professional org memberships
- Schools/Universities attended
- Training Programs

Identification Information

- Individual Tax ID number
- National ID number
- Passport number
- Vehicle ID number
- Professional ID number
- Social Security number

Personal Characteristics

- Age
- Gender
- Marital Status
- Immigration Status
- Nationality
- Place of Birth
- Military Status

Physical and Electronic Tracking

- Persistent online identifiers (cookies)
- Precise geographic location data
- Surveillance images

Healthcare and Physical Characteristics

- Health Insurance policy
- Diagnosis
- Health symptoms
- Health treatment
- Medication
- Medical record number

Customer Relationship Management

- Influence ranking
- Purchase amount ranking
- Product utilization ranking
- Other customer or prospect measure



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Biometrics and Genetics

- Facial photographs or other facial recognition data
- Fingerprint scanning
- Other. Please list:

Additional / Other – Please list any additional categories below:

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



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EXHIBIT B

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: Elanco entity indicated in Appendix 3 to these clauses

e-mail: privacy@elancoAH.com

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 Appendix 1.

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Clause 1

Definitions For the purposes of the Clauses:

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC; L 39/10 Official Journal of the European Union 12.2.2010 EN (1) Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.



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Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 11 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 11, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 11, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures specified in Appendix 2 to this contract;

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(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 10 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society, are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money laundering reporting requirements.

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(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
- (ii) any accidental or unauthorized access; and
- (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 10;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.



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Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 10 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 10, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 10 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.



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Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b). Clause 9 Governing law The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely

The Elanco legal entity indicated in Appendix 3 to these Clauses

Clause 9

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 10

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses³
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of

³ Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.



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the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established⁴, namely the Elanco legal entity and country indicated in Appendix 3 to these Clauses

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter’s data protection supervisory authority.

Clause 11

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

.....
.....

Position:

.....
.....

Address:

⁴ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.



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Other information necessary in order for the contract to be binding (if any):

Signature

On behalf of the data importer: Name (written out in full):

.....
.....

Position:

.....
.....

Address:

.....

Other information necessary in order for the contract to be binding (if any):

Signature



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Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix. Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

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.....
.....
.....

DATA IMPORTER

The data importer is (please specify briefly activities relevant to the transfer):

.....
.....
.....
.....
.....

Data subjects The personal data transferred concern the following categories of data subjects (please specify):

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.....
.....

Categories of data The personal data transferred concern the following categories of data (please specify):

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Special categories of data (if appropriate) The personal data transferred concern the following special categories of data (please specify):

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Processing operations The personal data transferred will be subject to the following basic processing activities (please specify):

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.....
.....

DATA EXPORTER

Name:

Authorised Signature

DATA IMPORTER

Name:

Authorised Signature



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Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

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ILLUSTRATIVE INDEMNIFICATION CLAUSE (OPTIONAL)

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) the data exporter promptly notifying the data importer of a claim; and
- (b) the data importer being given the possibility to cooperate with the data exporter in the defence and settlement of the claim⁵

⁵ Paragraph on liabilities is optional.
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Appendix 3 to the Standard Contractual Clauses

Elanco Legal Entity acting as Exporter

Exporter	Elanco Legal Entity	Address	Country
	Elanco Austria GmbH	Gertrude-Fröhlich-Sandner-Strasse 3, 1100 Wien, Austria	Austria
	Elanco Belgium BVBA	Plantin en Moretuslei 1a 2018 Antwerpen Belgium	Belgium
	Elanco Tiergesundheit AG, Czech Republic, o.z.	Prague 1, Ovocný trh 572/11, 11000, Czech Republic	Czech Republic
	Elanco Denmark ApS	Lautrupvang 12, 1. th. DK-2750 Ballerup Denmark 2610	Denmark
	Elanco France S.A.S.	Crisco Uno, Bat. C3-5 Avenue de La Cristallerie, 92317 Sèvres, France	France
	Elanco Deutschland GmbH	Bürofläche, Obergeschoss Haus A, Werner-Reimers-Straße 2-4, 61352 Bad Homburg Heinz-Lohmann-Straße 4, 27472 Cuxhaven	Germany
	Bayer Animal Health GmbH	Kaiser-Wilhelm-Allee 20 51373, Leverkusen	Germany
	KVP Pharma + Veterinär Produkte GmbH	Projensdorfer Str. 324, 24106, Kiel	Germany
	Elanco Hungary Kft.	Capital Square, Váci út 76., Budapest, Hungary, 1133	Hungary
	Elanco Italia S.P.A.	Via dei Colatori 3 50019 Sesto Fiorentino (FI)	Italy
	Elanco Nederland B.V.	Van Deventerlaan 31, 3528 AG Utrecht	Netherlands
	Elanco Denmark ApS Norway Branch	Solheimsgaten 11 N-5058 Bergen Norway	Norway
	Elanco Polska spółka z Ograniczoną odpowiedzialnością	Level 3, Towarowa 25A Building, Warsaw, Poland	Poland
	Elanco Poland	Rondo Daszynskiego 2 Warsaw Poland	Poland
	Elanco AH Portugal	Unipessoal, LDA Amoreiras	Portugal

March 20, 2021

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	Elanco Veterina SVN d.o.o.	Aljoša Drešar, Dunajska 167, 1000 Ljubljana, Slovenia	Slovenia
	Elanco Spain, S.L.	Avda. de Bruselas nº 13, 2º A 28108 Alcobendas, Madrid, Spain	Spain
	Elanco Denmark ApS Sweden Branch Filial	Servand Bolag AB Box 5814 102 48 Stockholm	Sweden
	Elanco Tiergesundheit AG	Mattenstrasse 24A, 4058, Basel Switzerland	Switzerland
	Elanco UK AH Ltd.	Form 2, Bartley Wood, Bartley Wood Business Park, Hook, RG27 9XA	United Kingdom