

Elanco Vendor Data Processing Addendum



Elanco Vendor Data Processing Addendum (VDPA)

(For Countries Outside the United States Without Comprehensive Data Protection Laws)

1. **Purpose.** This Vendor Data Processing Addendum (or “Data Addendum”) sets forth certain confidentiality, security and privacy requirements with respect to Personal Information Processed by Vendor on behalf of Elanco to ensure that the Processing by Vendor is compliant with applicable policies and requirements of Elanco’s Privacy Program. This Data Addendum is intended to be used in countries that do not have data privacy or data security laws or regulations related to the Processing required by this agreement.

2. **Definitions.** For the purposes of this Data Processing Addendum:
 - (a) “Personal Information” means any information provided by Elanco and/or its affiliates or collected by Vendor for Elanco and/or its affiliates (i) that identifies, or when used in combination with other information provided by Elanco or Processed by Vendor on behalf of Elanco, identifies an individual, or (ii) from which identification or contact information of an individual person can be derived. Personal information can be in any media or format, including computerized or electronic records as well as paper-based files. Personal information **does not, however**, include the name, business telephone number, business cell phone number, business address, business email address, or internal Elanco identification number of individual Elanco employees in the Elanco affiliate that is contracting with the Vendor.

 - (b) “Processing of Personal Information” (or “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 or otherwise making available, alignment or combination, blocking or dispersed erasure, or destruction.

 - (c) “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:
 - All government-issued identification numbers (including driver’s license numbers and passport numbers).
 - All financial account numbers (bank account numbers, credit card numbers, and other information if that information would permit access to a financial account).
 - Individual medical records and biometric information, including any information on any worker or other person, and consumer’s health, disability, disease or product interests,
 - Reports of individual background checks and all similar data,
 - Data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes, and
 - Any other Personal Information designated by Elanco as Sensitive Personal Information.

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- (d) "Services" means the particular services that Vendor performs for Elanco under an Agreement.
- (e) "Agreement" means the entire contract between Vendor and Elanco under which the Vendor performs services for Elanco. An Agreement may be formed through the execution of a written contract by both parties, by Vendor's express or implied acceptance of Elanco's purchase order, or by any other means of offer and acceptance of contract.

3. General Vendor Obligations.

- (a) All Vendor's obligations under this Agreement are in addition to the requirements of the Data Addendum, including those that are similar in nature, and Vendor will not Process or otherwise use any Personal Information for any purpose other than performing the Services for Elanco and as instructed by Elanco.
- (b) If the Services involve the collection of Personal Information directly from individuals, such as through a registration process or webpage, Vendor will provide a clear and conspicuous notice regarding the uses of the Personal Information, which notice shall be reviewed and approved by Elanco prior to dissemination and use. However, no terms of use, privacy statement or other provisions presented to individuals via a webpage or in any other manner shall alter the Vendor's obligations or rights under this Data Addendum or the manner in which the Vendor may use Personal Information.
- (c) Vendor shall cooperate with Elanco and with Elanco's affiliates and representatives in responding to inquiries, claims and complaints regarding the Processing of Personal Information.
- (d) Vendor 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 contract by Elanco, including information required to access Elanco systems or facilities, the maintenance of individual performance metrics and similar information.

4. Security.

- (a) Vendor shall have documented and implemented appropriate operational, technical and organizational measures to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized disclosures or access. Vendor will regularly test or otherwise monitor the effectiveness of the safeguards' controls, systems and procedures.
- (b) If the Processing involves transmission of Personal Information over a network, Vendor shall have implemented appropriate supplementary measures to protect the Personal Information against the specific risks presented by the Processing. Sensitive Personal Information may only be transmitted in an encrypted format.

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- (c) Sensitive Personal Information may not be stored on any portable computer devices or media (including, without limitation, laptop computers, removable storage, smart phones) unless the Sensitive Personal Information on the portable computer device or other devices is fully encrypted.
- (d) Vendor shall maintain all necessary documentation to show compliance with this agreement. At Elanco's request, Vendor shall submit its data processing facilities for audit, which shall be carried out by Elanco (or by an independent inspection company designated by Elanco). Vendor shall fully co-operate with any such audit. In the event that any such audit reveals material gaps or weaknesses in Vendor's security program, Elanco shall be entitled to suspend transmission of Personal Information to Vendor and Vendor's Processing of such Personal Information until such issues are resolved.
- (e) Vendor will promptly and thoroughly investigate allegations of any use or disclosure of Personal Information of which Vendor is aware that is in violation of these guidelines, and will promptly notify Elanco in writing of any material violation. Vendor will notify Elanco immediately upon discovery of any unauthorized access or disclosure of Personal Information. Vendor shall bear all costs associated with resolving a security breach, including (without limitation) conducting an investigation.

5. Compliance with Laws.

Vendor 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, Vendor's Processing of Personal Information shall comply with all applicable laws, regulations and government guidance and directives that may affect the Processing of Personal Information. Vendor shall promptly notify Elanco if it receives or otherwise Processes Personal Information that is subject to data protection or data security laws or regulations.