

## Section 1: Purpose

This Supplier Privacy Standard (the “Standard”) sets forth privacy and confidentiality requirements with respect to Personal Information Processed by the entity entering the Agreement as “Supplier” or “Seller” to Eli Lilly and Company and/or one or more of its Affiliates (“Lilly” or “Buyer”) to ensure that the Processing by Lilly and Supplier is compliant with global applicable privacy and data protection laws, and Lilly’s internal requirements.

## Section 2: Definitions

The definitions below are for the purposes of this Standard. Any capitalized terms not defined shall take the meaning ascribed to them in the Agreement.

- a. **“Affiliate”** means, with respect to any individual or a partnership, corporation, association, limited liability company, or other form of organization (“Person”), any entity that, at the relevant time (whether as of the effective date of the Agreement or thereafter), directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, for so long as such control exists.
- b. **“Agreement”** means the applicable written or electronic agreement executed by and between Lilly and Supplier including all applicable amendments, purchase orders, work orders, order forms, service orders, schedules, or statements of work.
- c. **“Applicable Privacy Laws”** means any statute, law, treaty, rule, code, ordinance, regulation, permit, judgment, decree, injunction, writ, order, or like action of a Governmental Authority that may apply, as the context requires for the performance of the obligations or activities related to the Agreement and this Standard, by a party, a party’s Affiliates (if any), a party’s Subprocessors (if any), or to any of their representatives. Applicable Privacy Laws, may include as the context requires, but are not limited to: i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural person with regard to the Processing of Personal Information and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation” or “GDPR”), and any derivative or related national legislation, rule, or regulation enacted thereunder by any EU Member State subject to its jurisdiction; ii) the version of GDPR retained by the United Kingdom (“UK”) by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (“UK GDPR”) and the UK Data Protection Act 2018; iii) the Federal Data Protection Act of 19 June 1992 (Switzerland) (“Swiss FDPA”); iv) U.S. state consumer data privacy laws, such as the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (“CCPA”), (v) General Personal Data Protection Law Federal Law No. 13,709/2018 (Brazil) (“Brazilian LGPD”), (vi) Data Protection Law and Implementing Regulation (Royal Decree No. (M/19) dated 9/2/1443 AH and amended by Royal Decree No. (M/148) dated 5/9/1444 AH) (Kingdom of Saudi Arabia) (“Saudi PDPL”), and (vii) Personal Data Protection Law No. 6698 dated 24/3/2016 (Turkey) (“Turkish KVKK”), and any implementing rules or regulations associated with such laws; in each case, as may be amended or replaced from time to time.
- d. **“Consent”** means any freely given, specific and informed indication of the individual’s wishes by which he/she, by a statement or a clear affirmative action, signifies agreement to the Processing of his/her Personal Information in accordance with Applicable Privacy Laws.
- e. **“Controller”** means the natural or legal person which, alone or jointly with others, determines the purposes and means of Processing of Personal Information, and includes equivalent terms under Applicable Privacy Laws.
- f. **“Data Subject”** means the individual to whom the Personal Information relates and includes equivalent terms under Applicable Privacy Laws.

- g. **“Data Privacy Framework”** means, collectively, the EU-US data privacy framework developed by the U.S. Department of Commerce and the European Commission, the UK Government’s UK Extension to the EU-US data privacy framework, and the Swiss Federal Administration’s Swiss-US data privacy framework, all designed to provide reliable mechanisms to lawfully transfer Personal Information to the United States from the European Union, United Kingdom, and Switzerland.
- h. **“Deidentified Data”** means data that: (i) is not linked or reasonably linkable to, and cannot reasonably be used to infer information about, a particular individual, household or device; and (ii) is subject to measures that ensure that such data cannot be associated with or linked to a particular individual, household or device, including by any recipient of such data.
- i. **“Governmental Authority”** means any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- j. **“Party” or “Parties”** shall have the meaning given in the Agreement, or, if no such definition exists, shall mean Lilly and Supplier, and any of each Party’s Affiliates that are bound by the Agreement or this Standard.
- k. **“Personal Information”** means any information, provided by or on behalf of Lilly or collected by Supplier or its Subprocessors for Lilly, relating to a Data Subject, relating to an identified or identifiable natural person, as well as other information defined as “personal data,” “personal information” or an equivalent term under Applicable Law. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files. Personal Information includes, but is not limited to: (i) a first or last name or initials; (ii) a home or other physical address; (iii) an email address or other online contact information; (iv) a telephone number; (v) a social security number, tax ID number, individual identification number or other government-issued identifier; (vi) an Internet Protocol (“IP”) address or host name; (vii) a persistent identifier, such as a customer number held in a “cookie” or processor serial number, that is combined with other available data that identifies an individual; (viii) birth dates or treatment dates; or (ix) coded data that is derived from Personal Information. Additionally, to the extent any other information, such as but not limited to, case report form information, clinical trial identification codes, personal profile information, other unique identifiers, or biometric information is Processed, then such information will also be considered Personal Information. For the avoidance of doubt, Personal Information that has been pseudonymized, meaning that the information may not be attributed to a natural person without the use of additional information, will also be considered Personal Information.
- l. **“Processing” “Processing” or “Processed”** means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, including but not limited to 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.
- m. **“Processor”** means the natural or legal Person which Processes Personal Information on behalf of a Controller, and includes equivalent terms under Applicable Privacy Laws, including but not limited to “subcontractor,” or “service provider.”
- n. **“Personal Data Breach”** means any known or reasonably suspected unauthorized, accidental, or unlawful destruction, loss, alteration, disclosure of, or access to, or any breach in the security of, or inability to account for Personal Information transmitted, stored or otherwise Processed or any “personal data breach,” “security incident,” or an equivalent term as defined under Applicable Privacy Laws.
- o. **“Privacy Communication”** means any request regarding Personal Information received by Supplier from any individual or entity not otherwise a Party to the Agreement between Lilly and Supplier.
- p. **“Restricted Transfer”** means a transfer of Personal Information to Supplier or a Subprocessor; or an onward transfer of Personal Information by Supplier or Subprocessor, or between two establishments of Supplier or Subprocessor, in each case, where such transfer would be conditioned or prohibited by

Applicable Privacy Laws in the absence of the Standard Contractual Clauses, the Data Privacy Framework, or other data transfer agreements required by Applicable Privacy Laws.

- q. **“Sensitive Personal Information”** means a subset of Personal Information, which due to its nature has been classified by Applicable Privacy Law or by Lilly policy as deserving additional privacy and security protections. Sensitive Personal Information includes, but is not limited to: (i) All government-issued identification numbers; (ii) All financial account numbers and account log-in credentials; (iii) Individual medical records and biometric information, including any information on any worker or consumer’s health, disability, disease, product interests, or 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 Lilly 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.
- r. **“Services”** means the particular services that Supplier performs for Lilly as set forth in the Agreement.
- s. **“Standard Contractual Clauses” (“SCCs”)** means (i) where the GDPR applies, the relevant clauses annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of Personal Information to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“SCC Decision”); (ii) where the UK GDPR applies, the International Data Transfer Agreement adopted under section 119A(1) of the Data Protection Act 2018 on 21 March 2022 or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses adopted under section 119A(1) of the Data Protection Act 2018 on 21 March 2022; (iii) where the Swiss FDPA applies, the relevant clauses annexed to the SCC Decision, as amended by the Swiss Federal Data Protection and Information Commissioner (“FDPIC”) to cover transfers of Personal Information from Switzerland; (iv) where the Brazilian LGPD applies, the relevant clauses set out in Annex II of the [Brazilian Regulation on International Transfer of Personal Data](#) of the Brazilian National Data Protection Authority; (v) where the Saudi PDPL applies, the relevant clauses set out in the [Standard Contractual Clauses for Personal Data Transfer](#) issued by the Saudi Data and Artificial Intelligence Authority; and (v) where the Turkish KVKK applies, the relevant clauses set out in the [Standard Contract For The Transfer Of Personal Data Abroad](#) issued by the Turkish Personal Data Protection Authority.
- t. **“Subprocessor”** means any Person (including any third party and any Supplier Affiliate but excluding an employee of Supplier) appointed by or on behalf of Supplier that Processes Personal Information and includes equivalent terms under Applicable Privacy Laws.

## Section 3: General Obligations

1. All Supplier’s obligations under the Agreement are in addition to the requirements of this Standard. Unless otherwise indicated, the Supplier Processes the Personal Information as a Processor on behalf of Lilly. Supplier will not Process, retain, disclose or otherwise use any Personal Information for any purpose other than performing the Services for Lilly and in accordance with this Standard and the documented instructions from Lilly, including with regard to transfers of Personal Information to a third country or an international organization, unless required to do so by Applicable Privacy Law to which Supplier is subject; in such a case, Supplier shall inform Lilly of that legal requirement before Processing, unless that law prohibits disclosing such information on important grounds of public interest. In the event Supplier believes that it cannot satisfy its other obligations under the Agreement while complying fully with the requirements of this Standard, or upon determination Supplier will be unable to comply with the terms of this Standard, Supplier shall notify Lilly without undue delay

pursuant to the Notice provision in the Agreement and shall not proceed with any act that would violate this Standard until the conflict and/or inability to comply is resolved. Supplier will not (and will ensure that each Subprocessor will not):

- a. retain Personal Information upon the expiration or termination of the Agreement, except as expressly permitted under the Agreement;
  - b. Process Personal Information outside of the direct business relationship between Lilly and Supplier or for Supplier's own commercial purposes;
  - c. "share" or "sell" (as those terms are defined under the CCPA or other Applicable Privacy Laws), or otherwise use or disclose for the purposes of cross-context behavioral advertising, any Personal Information; or
  - d. combine Personal Information that Supplier receives from or on behalf of Lilly with personal information that it receives from or on behalf of another person or collects from its own interaction with an individual, unless expressly permitted by Applicable Privacy Laws.
2. Supplier will grant Lilly the right to take reasonable and appropriate steps to: (i) help ensure that Supplier (and any Subprocessor) uses Personal Information transferred in a manner consistent with Lilly's obligations under Applicable Privacy Laws; and (ii) upon notice, stop and remediate any unauthorized use and Processing of Personal Information. Without limiting the foregoing, at appropriate intervals or as otherwise requested by Lilly, Supplier will provide a copy of its written privacy policies and procedures to Lilly.
3. Exhibit A to this Standard sets out a description of the Processing of Personal Information, including the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Information Processed, and the categories of Data Subjects subject to such Processing. Lilly may make administrative amendments to Exhibit A as necessary to reflect current processing obligations of Supplier by sending an updated Exhibit A to the Supplier, or Lilly may request the Supplier to amend Exhibit A to reflect those certain processing obligations.
4. To the extent that Supplier receives or otherwise Processes Deidentified Data associated with, derived from, or otherwise related to Personal Information, Supplier will: (i) take reasonable measures to ensure that the Deidentified Data cannot be associated with an individual, household or device; (ii) publicly commit to maintain and use the information in deidentified form and not attempt to reidentify the information; (iii) otherwise comply with applicable requirements for retention and Processing of Deidentified Data under Applicable Privacy Laws; and (iv) contractually obligate any further recipient to comply with all provisions of this Section 3, Subsection 4.
5. Supplier shall without undue delay (but no later than 72 hours) inform Lilly of any Privacy Communication, in writing via email at [privacy@lilly.com](mailto:privacy@lilly.com), including any:
  - a. request from a Data Subject exercising their rights under Applicable Law, including but not limited to, any request for access to any Personal Information received by Supplier from an individual who is (or claims to be) a Data Subject, or a request from such Data Subject to cease Processing, or to rectify, block, restrict, erase or destroy any such Personal Information;
  - b. request from a Data Subject to receive a copy of their Personal Information in a structured, commonly used and machine-readable format and/or transmit the data to another Controller;
  - c. request for access to any Personal Information received by Supplier from any government official (including any data protection agency or law enforcement agency), or a request

- from such government official to cease or not begin Processing, or to rectify, block, erase or destroy any such Personal Information; or
- d. inquiry, claim or complaint regarding the Processing of the Personal Information received by Supplier.
6. Supplier is not authorized to respond to a Privacy Communication, unless explicitly authorized by the Agreement or by Lilly in writing, except for a request received from a Governmental Authority or any third party with a subpoena or similar legal document, made under Applicable Privacy Laws, compelling disclosure by Supplier. To the maximum extent permitted by Applicable Privacy Laws, Supplier shall promptly disclose such Privacy Communication to Lilly, provide Lilly with the assistance it may reasonably request to adequately respond, and comply with Lilly's instructions in respect of such Privacy Communication. In the event that Lilly receives a Privacy Communication, upon Lilly's request, Supplier shall promptly provide Lilly with all information and assistance as Lilly may reasonably request and comply with Lilly's reasonable instructions in respect of such Privacy Communication.
  7. Supplier will promptly and thoroughly investigate allegations of any Personal Data Breach or any use or disclosure of Personal Information that is in violation of this Standard. Supplier will notify Lilly via email at [privacy@lilly.com](mailto:privacy@lilly.com), without undue delay (but no later than 48 hours) upon discovery of any suspected Personal Data Breach or material violation of this Standard and provide Lilly with sufficient information to allow Lilly to meet any obligations to report or inform Data Subjects of such Personal Data Breach under Applicable Privacy Laws. Additionally, in connection with the foregoing, Supplier will reasonably assist Lilly in mitigating any potential damage, conduct a root cause analysis, and upon request, share the results of the analysis and its remediation plan with Lilly. Supplier shall bear all costs associated with resolving a Personal Data Breach or violation of this Standard by Supplier, which may include but are not limited to the need to conduct an investigation, notify Data Subjects and others as required by Applicable Privacy Law or by other applicable regulations, guidelines or standards, provide consumers with one year of credit monitoring, and respond to consumer, regulator and media inquiries. Unless required by Applicable Privacy Laws, Supplier will not inform any third party, Governmental Authority, or make any public statements regarding such a Personal Data Breach without the prior written consent of Lilly.
  8. Any Personal Information collected or accessed by Supplier, for the performance of the Services contracted, shall be limited to only that which is necessary to perform such Services or to fulfill any legal requirements. Supplier shall limit the extent of Processing to that which is necessary to fulfill the intended Services or business purpose as set out in the Agreement. Supplier shall only store the data for the amount of time necessary to fulfill the intended Services or business purpose or to fulfill a legal requirement. Supplier shall take reasonable steps to assure the integrity and currency of the Personal Information in accordance with document management provisions in the Agreement.
  9. If the Services involve the Supplier's collection of Personal Information directly from Data Subjects, such as through a registration process or a webpage, Supplier will provide Data Subjects with 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, this Standard, and Applicable Privacy Laws, and direction from Lilly. Additionally, if the Supplier's collection of Personal Information directly from Data Subjects includes the collection of Sensitive Personal Information, Supplier will obtain Consent from Data Subjects where required by and consistent with Applicable Privacy Law. However, no terms of use, privacy statement or other provisions presented to Data Subjects via a webpage or in any other manner shall alter the Supplier's obligations or rights under this Standard (including Supplier's role as a Processor) or the manner in which the Supplier may use Personal Information.



10. Supplier shall not transfer the Personal Information across any national borders to, or permit remote access to the Personal Information by any employee, Affiliate, contractor, service provider, Subprocessor or other third party unless such transfer or remote access is specifically permitted in the Processing instructions provided to it by Lilly or it has the prior written consent of Lilly for such transfer or access. Supplier agrees to execute and undertake such compliance mechanisms as may be required by Applicable Privacy Laws in order for Supplier to transfer Personal Information to such countries or permit remote access in such countries.
11. Lilly generally authorizes Supplier to engage Subprocessors, including those listed in Exhibit A, to Process Personal Information, provided that Supplier shall inform Lilly at least thirty (30) days in advance of any intended changes concerning the addition or replacement of Subprocessors listed in Exhibit A and Lilly will have the right to object to such change and/or terminate the Agreement if the Parties cannot align on a Subprocessor. Subprocessors will be permitted to Process Personal Information only to deliver the Services Supplier has retained them to provide under the Agreement as specified in Exhibit A, and will be prohibited from Processing Personal Information for any other purpose. Prior to giving any Subprocessor access to Personal Information, Supplier shall ensure that such Subprocessor has entered into a written agreement requiring that the Subprocessor abide by terms no less protective than those provided in this Agreement. To the extent a Restricted Transfer is involved, Supplier shall ensure the Standard Contractual Clauses are at all relevant times incorporated into the agreement with Subprocessor, or the Subprocessor is certified under the Data Privacy Framework for the relevant Personal Information, before the Subprocessor first Processes Personal Information. Supplier shall remain fully liable for the acts and omissions of any Subprocessor to the same extent as if the acts or omissions were performed by Supplier.
12. Without prejudice to any of the Supplier's obligations in this Agreement, Supplier shall cooperate with Lilly in responding to inquiries, claims, complaints and requests regarding the Processing of the Personal Information.
13. Supplier shall secure all necessary authorizations from its employees and approved Subprocessors to allow Lilly to Process the Personal Information of these individuals, if necessary for Lilly's performance pursuant to the Agreement, including information required to access Lilly systems or facilities, the maintenance of individual performance metrics and similar information.

#### Section 4: Restricted Transfers

1. **Restricted Transfers from the EEA, UK and Switzerland.** Without prejudice to the above, if as part of the Agreement, Supplier is to receive (directly or indirectly) Personal Information pursuant to a Restricted Transfer (which may include, without limitation, Personal Information that Lilly transfers from a member state of the EEA, UK or Switzerland to a country that is not deemed to provide an adequate level of data protection by the EU Commission, UK Government, or Swiss Federal Data Protection and Information Commissioner, as applicable,) Supplier and Lilly agree as follows:
  - a. To abide by and process Personal Information in compliance with the SCCs, which are hereby expressly incorporated by reference, subject to Section 4(2), with Supplier as 'data importer' (or, as applicable, a 'Processor' or 'Subprocessor') and Lilly as 'data exporter' or Controller.
  - b. If Supplier has certified under the Data Privacy Framework, 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 the Data Privacy Framework for as long as Supplier Processes the Personal Information.

2. The Parties agree that Module 2 of the SCCs shall apply, and the following shall apply:
  - a. Lilly shall be the data exporter and Controller;
  - b. Supplier shall be the data importer and Processor;
  - c. Optional Clause 7 (*Docking clause of Module 2*) shall apply;
  - d. Clause 9 (*Use of Subprocessors*): Option 1 shall apply in accordance with the Subprocessor Section in this Addendum and the “time period” shall be the same as in Section 3(11);
  - e. Optional Clause 11(a) (*Redress*) shall not apply;
  - f. The following shall apply to Clause 13(a) (*Supervision*): The supervisory authority of one of the Member States in which the data subjects whose Personal Information is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Section 4(2)(g) shall act as competent supervisory authority.
  - g. Clause 17 (*Governing Law*): Option 1 shall apply, and the specified member state shall be the Member State, the Netherlands;
  - h. Clause 18 (*Choice of Forum and Jurisdiction*): shall specify one of the following Member States as agreed by the parties to serve as the choice of forum and jurisdiction: the Netherlands, Belgium or Ireland;
  - i. Annexes I and II of the EU Standard Contractual Clauses are completed with reference to Exhibit A (Data Processing Information Form to the Supplier Privacy Standard) and Exhibit B (Technical and Organizational Measures) of this Standard.
3. With respect to any Restricted Transfer subject to the UK GDPR, the SCCs (as incorporated by reference) shall be read in accordance with, and deemed amended by, the provisions of Part 2 (Mandatory Clauses) of the UK International Data Transfer Agreement (“UK IDTA”), and the Parties confirm that the information required for the purposes of Part 1 (Tables) of the UK IDTA is as set out below:
  - a. Table 1 - the Parties are Supplier and Lilly, with contact details as set forth in Exhibit A to this Standard.
  - b. Table 2 - the Approved EU Standard Contractual Clauses with optional provisions as set forth in Section 4(2).
  - c. Table 3 - the Annexes are deemed completed with the relevant information contained in the Exhibits to this Standard.
  - d. Table 4 - neither Party has the right of termination set forth in Section 19 of the UK IDTA.
4. The Parties agree that, with respect to Personal Information subject to the Swiss FDPA, the SCCs will apply amended and adapted as follows:
  - a. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
  - b. the term “member state” must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
  - c. references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss Federal Act on Data Protection (as amended or replaced).
5. **Restricted Transfers from Brazil.** Without prejudice to the above, if as part of the Agreement, Supplier is to receive (directly or indirectly) Personal Information pursuant to a Restricted Transfer (which may include, without limitation, Personal Information that Lilly transfers from Brazil to a

country that is not deemed to provide an adequate level of data protection by the Brazilian National Data Protection Authority,) Supplier and Lilly agree as follows:

- a. To abide by and process Personal Information in compliance with the SCCs, which are hereby expressly incorporated by reference, subject to Section 4(6), with Supplier as 'data importer' (or, as applicable, a 'Processor' or 'Subprocessor') and Lilly as 'data exporter' or Controller.

**6. The Parties agree that the following shall apply:**

- a. Clause 1 (Identification of the Parties) of the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
- b. Clause 2 (Object) of the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
- c. Clause 3 (Onward Transfers) of the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
- d. Clause 4 (Responsibilities of the Parties) of the SCCs: option A shall apply, and the exporter shall be responsible for complying with the obligations set out in clause 4.1 (a)-(c);
- e. Section III (Security Measures) of the SCCs shall be deemed completed with the information set out in Exhibit B of this Standard.

**7. Restricted Transfers from the Kingdom of Saudi Arabia.** Without prejudice to the above, if as part of the Agreement, Supplier is to receive (directly or indirectly) Personal Information pursuant to a Restricted Transfer (which may include, without limitation, Personal Information that Lilly transfers from the Kingdom of Saudi Arabia to a country that is not deemed to provide an adequate level of data protection by the Saudi Data and Artificial Intelligence Authority,) Supplier and Lilly agree as follows:

- a. To abide by and process Personal Information in compliance with the SCCs, which are hereby expressly incorporated by reference, subject to Section 4(8), with Supplier as 'data importer' (or, as applicable, a 'Processor' or 'Subprocessor') and Lilly as 'data exporter' or Controller.

**8. The Parties agree that Template 2 (Controller to Processor) shall apply, and the following shall apply:**

- a. Appendix 1 to the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
- b. Appendix 2 to the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
- c. Appendix 3 to the SCCs shall be deemed completed with the information set out in Exhibit B of this Standard.

**9. Restricted Transfers from Turkey.** Without prejudice to the above, if as part of the Agreement, Supplier is to receive (directly or indirectly) Personal Information pursuant to a Restricted Transfer (which may include, without limitation, Personal Information that Lilly transfers from Turkey to a country that is not deemed to provide an adequate level of data protection by the Turkish Personal Data Protection Authority,) Supplier and Lilly agree as follows:

- a. To abide by and process Personal Information in compliance with the SCCs, which are hereby expressly incorporated by reference, subject to Section 4(10), with Supplier as 'data importer' (or, as applicable, a 'Processor' or 'Subprocessor') and Lilly as 'data exporter' or Controller.

**10. The Parties agree that Module Two (Controller to Processor) shall apply, and the following shall apply:**



- a. Clause 8, Option 2 will apply in accordance with the Subprocessor Section in this Standard and the “time period” shall be the same as in Section 3(11);
  - b. Clause 10, the optional language will not apply;
  - c. Clause 16, [data exporter / data importer], agrees to satisfy the obligation to notify the Turkish Personal Data Protection Authority;
  - d. Annex I of the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard;
  - e. Legal basis for the transfer field of Annex I of the SCCs shall be: [“Processing of personal data of the parties of a contract is necessary, provided that it is directly related to the establishment or performance of the contract”, or such other legal basis as permitted by the Turkish KVKK];
  - f. Annex II of the SCCs shall be deemed completed with the information set out in Exhibit B of this Standard.
  - g. Annex III of the SCCs shall be deemed completed with the information set out in Exhibit A of this Standard.
- 11.** Prior to executing any required SCCs for any Restricted Transfer, Supplier shall provide Lilly with all information reasonably requested by Lilly to allow Lilly to assess whether the laws and practices of the country to which it will transfer Personal Information and which are applicable to the Processing of the Personal Information by Supplier, including any requirements to disclose Personal Information or measures authorising access by public authorities, prevent Supplier from fulfilling its obligations under the SCCs. Supplier hereby grants any applicable third-party beneficiary rights referred to in the SCCs. If Supplier determines, for whatever reason and acting reasonably, that it cannot provide the same level of protection as is required by the SCCs, it shall give Lilly immediate written notification of such determination and Supplier shall immediately remediate such Processing, which may include the application of supplementary organizational or technical measures to the Personal Information, or, if it is unable to do so, cease any and all Processing of such Personal Information.
- 12.** If the Supplier cannot comply with subsections 1(a) or (b), (5)(a), (7)(a), or 9(a) above for any reason, Supplier agrees to immediately notify Lilly. The Parties shall cooperate to promptly determine and implement appropriate alternative transfer and compliance measures.
- 13.** If Supplier receives legal process requiring disclosure of Personal Information that was the subject of a Restricted Transfer to a public authority in a third country that does not benefit from an adequacy decision, Supplier shall promptly, and as applicable: (i) inform the relevant public authority of the incompatibility of the legal process with the safeguards provided under this Standard, and the resulting conflict of obligations for Supplier; (ii) promptly notify Lilly of the legal process and provide a copy, unless legally prohibited from doing so; (iii) assess the lawfulness of the legal process; (iv) respond to the legal process by using reasonable efforts to challenge the validity of the legal process where there are grounds to do so; (v) seek interim measures to suspend the effects of the legal process until the relevant court or authority has decided on the merits; (vi) refrain from disclosing the Personal Information until required to do so under the applicable procedural rules; and (vii) provide the minimum amount of Personal Information permissible when responding to the legal process, based on a reasonable interpretation thereof.
- 14.** In all cases, each Party shall bear its own costs incurred in relation to establishing and maintaining such transfer and compliance measures. Lilly and Supplier may, by mutual written agreement, terminate or modify data transfer agreements or other compliance measures.

## Section 5: Confidentiality of Personal Information

1. Personal Information is considered Confidential Information as defined in the Agreement and Supplier agrees to maintain all Personal Information Processed for the performance of this Agreement in strict confidence pursuant to the Agreement terms. Supplier shall make the Personal Information available only to its employees and onsite contractors 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 Subprocessor), unless such disclosure, transmission, or making available has been explicitly authorized by Lilly.
2. When the Supplier ceases to perform Services for Lilly, at the choice of Lilly, Supplier shall, within 30 days, return all Personal Information (along with all copies and all media containing the Personal Information) to Lilly or shall securely destroy all Personal Information in accordance with Section 9 of the Information Security Standard and so certify to Lilly.

## Section 6: Security

1. Supplier shall have documented and implemented appropriate operational, technical and organizational measures to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized disclosure or access as required by Lilly's Information Security Standard (ISS) that is incorporated as part of the Agreement. These measures shall be commensurate with the sensitivity of the 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 Privacy Laws, Supplier shall monitor its employees and Subprocessors for compliance with its security program requirements.
2. Supplier shall maintain all necessary documentation to show compliance with this Agreement and with any applicable SCCs, and shall maintain any documentation as may be required by Applicable Privacy Laws in respect of Supplier's Processing of Personal Information under this Agreement. At Lilly's request, Supplier shall submit its data Processing facilities for audit, which shall be carried out by Lilly (or by an independent inspection company selected by Lilly). 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 Lilly's other rights, Lilly 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.

## Section 7: Compliance with Laws

1. 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 Privacy Laws.
2. Supplier shall promptly assist and cooperate with Lilly to allow Lilly to comply with all Applicable Privacy Laws, including in respect of cooperation with government, regulatory and supervisory authorities, data protection impact assessments, and assessments of the laws and practices of a country that is not deemed to provide an adequate level of data protection by the EU Commission, UK

Government, or Swiss Federal Data Protection and Information Commissioner (as applicable based on the location from which the data is transferred) required under the SCCs.

3. Where required by Applicable Privacy Law, Supplier shall appoint a data protection officer, and shall inform, and keep Lilly updated in respect of the name and contact details of its data protection officer.

## **Section 8: Liability/Indemnification**

1. Supplier shall indemnify, defend and hold Lilly harmless from any liability, loss, claim, injury, damage or expense (including reasonable attorneys' fees and costs) incurred by Lilly as a result of and to the extent of any breach of this Standard by Supplier including, without limitation, paying appropriate third parties hereunder for any use of Personal Information other than as contemplated by this Agreement. Notwithstanding any other provision of the Agreement, there shall be no exclusion or limitation of liability for any collection, use, disclosure, or retention of Personal Information in violation of this Standard.

## **Section 9: Severance**

1. Should any provision of this Standard be invalid or unenforceable, then the remainder of this Standard will remain valid and in force. The invalid or unenforceable provision will be either (i) amended as to the slightest degree necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

## Exhibit A to the Supplier Privacy Standard

### **Data Processing Information Form to the Supplier Privacy Standard** (To be completed by Supplier and returned to Lilly)

#### **A. LIST OF PARTIES**

##### **Data exporter(s):**

1)	Name:	[LILLY ENTITY ENTERING AGREEMENT]
	Address:	As provided in the Agreement
	Contact person's name, position, and contact details:	As provided in the Agreement
	Activities relevant to the data transferred under these Clauses:	Use of Supplier's Services as described in the Agreement.
	Role (controller/processor):	Controller

##### **Data importer(s):**

1)	Name:	[SUPPLIER ENTITY ENTERING THE AGREEMENT]
	Address:	As provided in the Agreement
	Contact person's name, position, and contact details:	As provided in the Agreement
	Activities relevant to the data transferred under these Clauses:	Providing and supporting the Services as described in the Agreement.
	Role (controller/processor):	Processor

#### **B. DESCRIPTION OF TRANSFER**

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

1. **Categories of Data Subjects.** Select the categories of data subjects whose Personal Information is transferred / Processed related to Data Subjects that will be Processed by Supplier as part of the Services:

- ☐ Employees
- ☐ End-Users
- ☐ Healthcare Providers
- ☐ Animal Healthcare Providers
- ☐ Clinical Trial Subjects
- ☐ Clinical Investigators
- ☐ Supplier and other Contractor Employees

☐ Other (please list): **INSERT**

2. **Categories of Personal Information.** Select the categories of Personal Information transferred / Processed:

- ☐ Employee Data
- ☐ Consumer Data
- ☐ Healthcare Provider Data
- ☐ Animal Healthcare Provider Data
- ☐ Clinical Trial Subject Data
- ☐ Clinical Investigator Data
- ☐ Supplier and other Contractor Employee Data
- ☐ Other Personal Information Processed (please list): **INSERT**

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

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

Transfers will be made on (select one):

- ☐ Continuous basis
- ☐ A one-off basis commencing on **DATE** and terminating on **DATE**.

5. **Subject Matter and Nature of the Processing.**

The nature of the Processing (i.e., the Services provided) is as described in the Agreement.

6. **Purpose(s) of the data transfer and further processing.**

To provide the Services as described in the Agreement.

7. **Duration of the Processing; The period for which the Personal Information will be retained, or, if that is not possible, the criteria used to determine that period.**

Personal Information will be retained for the duration of the Agreement, after which point Supplier will delete the Personal Information unless otherwise required under Applicable Privacy law.

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

**TO BE COMPLETED BY SUPPLIER**

9. **Approved Subprocessors.**



# Supplier Privacy Standard

<b>Company name of Authorized Subprocessors (including any Supplier Affiliate)</b>	<b>Details of the Point of Contact</b>	<b>Details of the Processing (subject matter, nature, and duration of subprocessing)</b>	<b>Service location</b>	<b>Safeguards</b>
<i>[Include full legal name of each Subprocessor]</i>	<i>[Include contact person's name, position and contact details]</i>	<i>[Include details of the processing to be undertaken by the Subprocessors]</i>	<i>[Include the location of where the services will be provided/data is stored]</i>	<i>[If the data recipient is located outside the EEA/UK, specify the additional safeguards that are implemented, e.g., signed SCCs]</i>

## **Exhibit B to the Supplier Privacy Standard Technical and Organizational Measures**

The dated version of the Lilly Information Security Standard as published on <https://www.lilly.com/suppliers/supplier-resources> that was in effect as of the date of the Agreement or subsequent amendments, shall prevail, along with any additional Processor measures noted below.