Section 1: Purpose

This Supplier Privacy Standard (or "Standard") sets forth privacy and confidentiality requirements with respect to Personal Information Processed by Supplier on behalf of Lilly and/or its Affiliates ("Lilly") to ensure that the Processing by 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. **"Applicable 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 subcontractors (if any), or to any of their representatives. Applicable Laws, may include as the context requires, but are not limited to: i) the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, and all amendments to and further regulations of the HIPAA and HITECH Acts (collectively, "HIPAA"); ii) 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 data and on the free movement of such data, and repealing Directive 95|46/EC (the "General Data Protection Regulation" or "GDPR"), and any implementing, derivative or related national legislation, rule, or regulation enacted thereunder by any EU Member State subject to its jurisdiction; iii) 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; iv) the Federal Data Protection Act of 19 June 1992 (Switzerland) ("Swiss FDPA"); and v) U.S. state consumer data privacy laws, such as the California Consumer Privacy Act of 2018 ("CCPA"), and any implementing rules or regulations associated with such laws.

b. **"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.

c. **"Data Subject"** means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

d. **"Data Transfer Program"** means any framework adopted by the European Commission, Government of the United Kingdom ("UK Government"), and/or the Swiss Federal Council for lawfully transferring Personal Information from the European Economic Area ("EEA"), UK and/or Switzerland to the U.S.

e. **"Personal Information"** means any information, provided by Lilly or collected by Supplier for Lilly, relating to a Data Subject, that is capable of being associated with a consumer or household. 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.

f. **"Processing of Personal Information"** ("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.

g. **"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored or otherwise Processed.

h. **"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.

i. **"Sensitive Personal Information"** is a subset of Personal Information, which due to its nature has been classified by 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.

j. **"Services"** means the particular services that Supplier performs for Lilly as defined in the Agreement.

k. **"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 data 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; and (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 data from Switzerland.

Section 3: General Obligations

1. All Supplier's obligations under the Agreement are in addition to the requirements of this Standard. 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 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 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, 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 is resolved.
2. At appropriate intervals or as otherwise requested by Lilly, Supplier will provide a copy of its written privacy policies and procedures to Lilly.
3. 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, 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 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.
4. Upon receipt of a Privacy Communication from an individual claiming to be a Data Subject, Supplier shall use reasonable endeavors to authenticate the Data Subject. Supplier understands that it 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 Laws, compelling disclosure by Supplier. To the maximum extent permitted by Applicable Laws, Supplier shall promptly disclose such Privacy Communication to Lilly, provide Lilly with the assistance it may reasonably request, and comply with Lilly's instructions in responding to the 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.

5. 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, without undue delay (but no later than 72 hours) upon discovery of any suspected Personal Data Breach or material violation of this Standard. Additionally, in connection with the foregoing, Supplier will reasonably assist Lilly 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 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 consumers and others as required by Applicable 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.

6. 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 and/or Work Order. 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.

7. 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 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 Applicable 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 or the manner in which the Supplier may use Personal Information.

8. 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 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 Laws in order for Supplier to transfer Personal Information to such countries or permit remote access in such countries.

9. Without prejudice to the above, if as part of the Agreement, Supplier is to receive Personal Information that Lilly transfers from a member state of the EEA, UK or Switzerland in 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 must:

    a. Execute and attach to the Agreement the Standard Contractual Clauses ("SCCs") as provided by the

EU Commission, UK Government or FDPIC, and as may be modified by same, with respect to all transfers of or remote access to Personal Information from the EEA, UK and/or Switzerland to or by Supplier, as the case may be. Supplier shall Process such Personal Information in compliance with SCCs and comply with the obligations imposed on a 'data importer' (or, as applicable, a 'subprocessor'). Prior to executing any required SCCs, 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 data by Supplier, including any requirements to disclose personal data or measures authorising access by public authorities, prevent Supplier from fulfilling its obligations the SCCs. Supplier hereby grants any applicable third-party beneficiary rights referred to in the Standard Contractual Clauses. 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; or

b. If SCCs are not an available transfer mechanism, and Supplier has certified under a valid Data Transfer Program, Supplier hereby warrants that: (a) the certification in question covers the Services, and the intended Processing of the Personal Information, by Supplier as set forth in the Agreement; (b) Supplier will remain certified under such Data Transfer Program during such time as Supplier Processes the Personal Information; or

c. If the Supplier cannot comply with either subsection (1) or (2) 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.

10. 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.

11. Lilly generally authorizes Supplier to engage Subcontractors to Process Personal Information provided that Supplier shall first inform Lilly of any intended changes concerning the addition or replacement of Subcontractors and Lilly will have the right to object to such change and/or terminate the Agreement if the Parties cannot align on a Subcontractor. Subcontractors will be permitted to Process Personal Information only to deliver the Services Supplier has retained them to provide under this Agreement, and will be prohibited from Processing Personal Information for any other purpose. Prior to giving any Subcontractor access to Personal Information, Supplier shall ensure that such Subcontractor has entered into a written agreement requiring that the Subcontractor 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.

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, including deletion requests.

13. Supplier shall secure all necessary authorizations from its employees and approved Subcontractors 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: 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 subcontractors), unless such disclosure, transmission, or making available has been explicitly authorized by Lilly in accordance with 3(i).
2. When the Supplier ceases to perform Services for Lilly, at the choice of Lilly, Supplier shall return all Personal Information (along with all copies and all media containing the Personal Information) to Lilly or shall securely destroy all Personal Information and so certify to Lilly.

Section 5: 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 Laws, Supplier shall monitor its employees and Subcontractors for compliance with its security program requirements.
2. Supplier shall maintain all necessary documentation to show compliance with this Agreement and with any executed SCCs, and shall maintain any documentation as may be required by Applicable 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 6: 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 Laws.

2. Supplier shall promptly assist and cooperate with Lilly to allow Lilly to comply with all Applicable 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 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 7: 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.

Exhibit A

Data Processing Information Form to the Supplier Privacy Standard

(To be completed by Supplier and returned to Lilly)

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

1. Supplier's Registered Name and Address:

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

3. Select the categories of data related to Data Subjects that will be Processed by Supplier as part of the Services:

   - ☐ 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):

4. Select the categories of Lilly data that will be Processed by Supplier as part of the Services:

   - ☐ The following data of customers and business partners as well as contact persons at customers and business partners: name, company, location, address(es), contact person, communication data, preferred/excluded communication channels, desired information/ordered newsletters, dispatch, freight, and payment conditions, account advisers, activities, participation in events, campaigns, customer satisfaction, customer-value-score and data of prospective customers.

   - ☐ The following data of health care professionals, including thought leaders: name, institution, location, address(es), contact persons, communication data, CV-data, such as education, areas of expertise, skills and experience, cooperation during clinical trials or observational studies, potential conflicts of interests, participation in events, payment conditions.

   - ☐ The following data of visitors of websites: IP Address, date and time of visit of website, web pages visited, website visitor came from, type of browser visitor is

using, type of operating system visitor is using, domain name and address of visitor's internet service provider, and, as the case may be, data manually entered by the visitor.

☐ The following data of employees of Lilly (staff, freelancers, managing directors, and members of the executive board): in particular personnel master data, e.g. data derived from CVs, salary accounting data, data in relation to trainings and performance management, data in relation to company pension schemes, vacation times, absent times, travel expenses, data in relation to driver's licenses, accidents at work, system log data, as well as all data potentially collected in the personnel records.

☐ The following data of patients: patient master data, including data in relation to state of health, medication, information in relation to patient support programs, information in relation to the notification of adverse events and product complaints, etc.

☐ Business communication with contact persons, in particular: traffic data of e-mail, facsimile, telephone and content of emails, and postal communication.

☐ Data and results deriving from surveys and other market research activities; accounts and sub-accounts (e.g. contact data, contact person/s, activities, dispatch, freight, and payment conditions), person in charge at Processor.

☐ Contract master data, offers, prices, special conditions, order and delivery data, invoice data, payment data, bank account data, data in relation to outstanding payments, and in each case the history relating thereto.

☐ Business documents and text as well as the related history with respect to individual business partners, customers, potential customers and business partners, contacts, accounts or other data records that are stored in the system.

☐ Data accrued within the scope of use of services that are provided by Lilly (e.g. personnel identification derived from input and usage trails).

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