

Policy Name: McKesson Privacy Shield Privacy Policy

Overview:	McKesson is committed to maintaining the privacy and security of Customer Personal Information and Human Resources (“HR”) Personal Information (collectively, “Covered Information”). The McKesson Privacy Shield Privacy Policy (the “Policy”) establishes the principles that govern the processing of Personal Information received from the European Economic Area (EEA), which includes the European Union (EU), by McKesson entities in the United States (U.S.).
Effective Date:	September 28, 2016
Applies To:	<p>McKesson Employees and Outside Services Workers who process Personal Information of :</p> <ul style="list-style-type: none"> • McKesson EEA Workers • Celesio EEA Workers • EEA Individuals Associated with McKesson Health Solutions (MHS) Customers • EEA Individuals Associated with Imaging Workflow Solutions (IWS) Customers

Policy Details:

Privacy Principles

McKesson adheres to the Privacy Shield Framework as agreed to between the U.S. and the EU, and publically certifies that it complies with the [Privacy Shield Principles](#), including all applicable Supplemental Principles, published by the U.S. Department of Commerce for all transfers of Personal Information from the EEA to the U.S. Information regarding McKesson’s Privacy Shield certification is available at: <https://www.privacyshield.gov/list>.

Notice

Customer Personal Information

As a provider of health care technology solutions, pharmaceuticals and medical supplies, McKesson may view, hold and process Personal Information, including, without limitation, names, contact information, dates of birth, user IDs, IP addresses, medical images, etc. about EEA Customers and EEA Business Partners for the provision, implementation and support of health care information technology or products to health care institutions and companies in the EEA. This includes the processing of Sensitive Personal Information provided by EEA Customers about their patients to McKesson for the purposes of fulfilling McKesson’s contractual obligations to its EEA Customers.

EEA Customers and EEA Business Partners, as Data Controllers, are responsible for ensuring that Personal Information is processed in accordance with the rights and requirements of the individuals concerned under European data protection law. This includes notifying individuals of the purposes for which Personal Information is collected and used and the types of third parties to which it may be disclosed. Where required, McKesson informs the workers of their EEA Customers and EEA Business Partners about the purposes for which they collect and use Personal Information, the types of third parties to which McKesson may disclose Personal Information and the choices and means that McKesson offers for limiting the use and disclosure of Personal Information. Notice is provided before Personal Information is used for a purpose incompatible with the purpose(s) for which it was originally processed and an opportunity to opt-out will be provided in accordance with the Choice section described below.

HR Personal Information

McKesson may also process HR Personal Information, including, without limitation, names, contact information, titles, pictures, IP addresses, user IDs, compensation, benefits information, etc. about its EEA Workers. McKesson informs EEA Workers about the purposes for which it collects and uses HR Personal Information about them, the types of third parties to which McKesson may disclose HR Personal Information, and the choices and means that McKesson offers EEA Workers for limiting the use and disclosure of HR Personal Information. Notice is provided in clear and conspicuous language when EEA Workers are first asked to provide HR Personal Information to McKesson, or as soon as practicable thereafter, but in any event, before HR Personal Information is used for a purpose incompatible with the purpose(s) for which it was originally collected, processed or disclosed.

Choice

Where required, McKesson provides its EEA Workers, and the workers of its EEA Customers and EEA Business Partners an opportunity to

Policy Name: McKesson Privacy Shield Privacy Policy

opt-out prior to disclosing Covered Information or using Covered Information for a purpose that is incompatible with the purpose(s) for which it was originally collected or subsequently authorized by the individual.

For Sensitive Personal Information, McKesson gives EEA Workers the opportunity to affirmatively and explicitly consent (opt-in) prior to the disclosure of Sensitive Personal Information to a third party or to the use of Sensitive Personal Information for a purpose other than the purpose for which it was originally collected or subsequently authorized by the EEA Worker. Exceptions to consent requirements may apply where the disclosure of Sensitive Personal Information is necessary for McKesson to carry out its employment law obligations or for other reasons as permitted by the Supplemental Principles (under the Privacy Shield program) or applicable law.

Accountability for Onward Transfer

McKesson may share Covered Information with third parties to assist it in providing services to EEA Workers or EEA Customers. The third parties include those that provide the following types of services: data storage, customer support, employee surveys, talent management, learning management, information security services, investigative/legal services, technical/software support, and human resources management (which include pay, benefits, relocation, talent acquisition, etc.).

McKesson obtains written agreements from third parties to whom it transfers Covered Information requiring such third parties to provide at least the same level of privacy protection as is required by the Principles and to notify McKesson if it is unable to meet this obligation. If McKesson receives notice or otherwise becomes aware that a third party is using or disclosing Covered Information in a manner contrary to this Policy or the Principles, McKesson will take reasonable and appropriate steps to stop and remediate any unauthorized processing. McKesson remains responsible and liable under the Privacy Shield Principles if third-party agents that McKesson engages to process the Personal Information on its behalf do so in a manner inconsistent with the Principles, unless McKesson proves that it is not responsible for the event giving rise to the damage.

Required Disclosures

McKesson may be required to disclose Covered Information in response to lawful requests by public authorities, including meeting national security or law enforcement requirements.

Security

McKesson takes reasonable and appropriate measures to protect Covered Information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in the processing and the nature of the Covered Information.

Data Integrity and Purpose Limitation

Customer Personal Information

McKesson limits the use of Customer Personal Information to ways that are compatible and relevant to the purposes for which the Customer Personal Information was collected and for which notice was provided or for which consent was obtained. McKesson, in cooperation with its EEA Customers and EEA Business Partners, takes reasonable steps to ensure that Customer Personal Information is reliable for their intended use, accurate, complete and current. Information will be retained in a form identifying or making identifiable the individual only for as long as it serves a compatible and relevant processing purpose and in accordance with applicable law.

HR Personal Information

McKesson limits the use of HR Personal Information to ways that are compatible and relevant for the purposes for which the HR Personal Information was collected and for which notice was provided or for which consent was obtained. McKesson will take reasonable steps to ensure that HR Personal Information is reliable for its intended use, accurate, complete and current. Information will be retained in a form identifying or making identifiable the individual for as long as it serves a compatible and relevant processing purpose and in accordance with applicable law.

Access

Customer Personal Information

Upon request, McKesson cooperates with EEA Customers and EEA Business Partners regarding access requests to confirm whether an individual's Personal Information is processed by McKesson. McKesson takes reasonable steps to provide individuals with an opportunity to verify the accuracy of their Personal Information and, if requested, correct, amend, or delete Personal Information to the extent that such Personal Information is retained by McKesson.

Policy Name: McKesson Privacy Shield Privacy Policy

HR Personal Information

Upon request, McKesson grants EEA Workers reasonable access to HR Personal Information that it holds about them in an understandable format. McKesson will take reasonable steps to allow EEA Workers to verify the accuracy of their HR Personal Information and, if requested, to correct, amend, or delete HR Personal Information to the extent that such HR Personal Information is retained by McKesson.

Recourse, Enforcement and Liability

McKesson conducts periodic training for those with access to Covered Information to enhance awareness of the Privacy Shield Principles. Violations of this Policy may be subject to disciplinary action up to and including termination.

McKesson conducts periodic reviews of its privacy practices to verify adherence to this Policy and its Privacy Shield certification to the U.S. Department of Commerce. McKesson is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

Complaints and Dispute Resolution

Customer Personal Information

Complaints may be directed to privacy@mckesson.com, to McKesson's Integrity Line at integrity@mckesson.com or, in select countries, at the numbers provided below.

Local Integrity Lines:

Ireland: 1-800615403
Luxembourg: 800-2-1157
UK: 0800-032-8483
U.S.: 1-877-625-4625

McKesson will investigate and attempt to resolve complaints in accordance with the Privacy Shield Principles. For complaints that cannot be resolved by McKesson, McKesson participates in the U.S.-based dispute resolution procedures of TRUSTe, which are available to you at no cost.

If you have any complaints regarding McKesson's compliance with the Privacy Shield, you should first contact us as provided above. If McKesson does not resolve your complaint, you may raise your complaint online with [TRUSTe](#), fax your complaint to 415-520-3420, or [mail](#) it to TRUSTe Privacy Shield Compliance Department. If you are faxing or mailing TRUSTe to lodge a complaint, you must include the following information: McKesson's name, the alleged privacy violation, your contact information, and whether you would like the details of your complaint shared with McKesson. The TRUSTe dispute resolution process will be conducted in English.

HR Personal Information

EEA Workers may report complaints to their local HR Manager, to privacy@mckesson.com, to McKesson's Integrity Line at integrity@mckesson.com or, in select countries, at the numbers provided below.

Local Integrity Lines:

Ireland: 1-800615403
Luxembourg: 800-2-1157
UK: 0800-032-8483
U.S.: 1-877-625-4625

McKesson will investigate and attempt to resolve complaints in accordance with the Privacy Shield Principles. For complaints that cannot be resolved by McKesson, McKesson participates in the dispute resolution procedures of the EU data protection authorities' panel and agrees to cooperate with the local EEA data protection authorities.

In accordance with the Privacy Shield Framework, a binding arbitration option may also be made available to you in order to address residual complaints not resolved by any other means.

Inquiries

If you have questions regarding this Policy or questions about the Personal Information which McKesson may collect, use or share, you may contact us at privacy@mckesson.com. If you are an EEA Worker and have questions regarding this Policy or questions about the HR

Policy Name: McKesson Privacy Shield Privacy Policy

Personal Information McKesson collects, uses or shares about you, or would like to access or update that information, you may contact your manager, your local HR manager, your legal or compliance contact or privacy@mckesson.com. McKesson will respond to all inquiries, concerns or complaints within 45 days.

Changes to the Policy

This Policy may be amended from time to time. McKesson will provide appropriate notice about such amendments.

Policy Definitions:

The following definitions apply throughout this Policy:

- **"Agent"** means any third party that accesses Customer or HR Personal Information to perform tasks on behalf of and under the instructions of McKesson.
- **"Customer Personal Information"** means any information, other than in the human resources context that is (1) transferred from the EEA to the U.S.; and (2) identifies or can be used to identify an individual. This information may be about a Customer's employees and/or patients and may include identifiers such as name, contact information, user access activity data, support records, images, device/location identifier and individual identification numbers.
- **"Data Processor"** means any natural or legal person or any other body which processes Personal Information on behalf of the Data Controller in accordance with the Data Controller's instructions.
- **"EEA Business Partners"** means any natural or legal person in the European Economic Area that does or proposes to do business with McKesson. EEA Business Partners may include service providers, vendors, distributors, re-sellers and/or alliance and teaming parties. This excludes an affiliate of McKesson or its workforce, an EEA Customer or its patients, or any other person that acts in the capacity of an EEA Customer or its patients.
- **"EEA Customer"** means a natural or legal person in the European Economic Area that has procured or proposes to procure products and/or services from McKesson. This applies only to customers of McKesson Health Solutions (MHS) and/or Imaging Workflow Solutions (IWS).
- **"EEA Worker"** refers to any person who is employed by or performs services directly for an EEA-based McKesson entity and from whom HR Personal Information is collected, such as employees, contractors, or temporary workers. It includes individuals who apply for positions with an EEA-based McKesson entity. This includes Celesio EEA employees.
- **"Human Resource (HR) Personal Information"** means any information, in the worker context, that (1) is transferred from the EEA to the U.S.; and (2) identifies or can be used to identify an individual. This information may be about EEA Workers, Outside Services Workers or candidates and may include information such as name, contact information, individual identification numbers, titles, dates, languages, family information, work status, user access activity data, internet/email/network activity data, facility security records, device/location identifiers, training records, business transactions, compensation, performance ratings, or eligibility for participation in McKesson's benefits programs.
- **"McKesson"** means McKesson Corporation, its predecessors, successors, subsidiaries, affiliates, divisions and groups in the EEA and U.S.
- **"Processing"** means any operation or set of operations performed upon Customer and HR 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, erasure or destruction.
- **"Sensitive Personal Information"** means Personal Information, including Customer and HR Personal Information, specifying medical or health conditions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or information specifying the sex life of the individual.

Regulatory Mandate: [Privacy Shield Privacy Principles](#)

Point of Contact: Global Privacy Office (privacy@mckesson.com)