Expectations of P&G Suppliers Using Artificial Intelligence (AI) in their P&G Work (last updated January 2024)

- o To the extent your contract with P&G requires you to keep P&G data confidential and to use it only for providing P&G services: These protections apply to your employees, to your subcontractors, and to the tools you use to deliver P&G work. In the case of generative AI, any such commitment of confidentiality also means you must not use tools or platforms that could expose P&G data to anyone else without P&G's prior written consent. This includes publicly available platforms like chatGPT or any internal tool that could use prompts and inputs to further train the AI model, even if inadvertently and resulting from a technical setting alone. P&G expects you to undertake appropriate due diligence on these platforms and tools before use, ensuring proper measures are in place to protect P&G data and to avoid training any AI model on our proprietary data.
- o Your contract with P&G also requires you to provide goods and services that do not infringe the rights of others and that are fit for the use P&G has specified. Some generative AI tools may have built their training libraries from third-party data covered by copyright or other intellectual property protections. You must ensure that any goods and services you provide to P&G do not violate any such rights. P&G does not accept, and our contract with your company would not permit, an approach that passes potential liabilities onto P&G because of the tools you have chosen to do your work. Again, we expect you to undertake appropriate due diligence on AI platforms before use to ensure that all intellectual property rights are respected, without risk to the deliverables you provide for P&G.
- o Your contract with P&G requires you to follow all applicable laws. We expect business partners working with P&G to follow the law because it is the right thing to do—not simply because a contract requires it. We note that many jurisdictions' privacy laws have requirements that cannot be met if personal data is input into a generative AI tool. For this reason, do not input any personal data provided by or processed on behalf of P&G into generative AI tools (including personal data about P&G consumers, employees, or shareholders). You should also consult appropriate counsel to understand any other applicable requirements as well, including transparency with your clients and customers about using AI tools in the first place.

These are not new requirements, but key existing commitments that apply to your work with P&G, whether or not AI is involved. In addition, use of AI tools for certain goods and services may raise specialized considerations. As a result, these P&G external business partners may be asked to undertake **specific due diligence on whether and how AI applications are used** in their work for P&G, for which a prompt and complete response is expected and appreciated.

If you have further questions, please contact <u>genai.im@pg.com</u>.