

## Controller Agreement (Exchanging Personal Data)

[ ] {please insert FULL NAME and ADDRESS} (“COMPANY”) is contracting with **The Procter & Gamble Company** with address at One Procter & Gamble Plaza, Cincinnati, Ohio, United States of America, 45202 and its affiliates and subsidiaries (“P&G”). P&G and COMPANY (collectively the “PARTIES”) will exchange PERSONAL DATA. Both PARTIES will comply with the terms of this agreement (“CONTROLLER AGREEMENT”).

This CONTROLLER AGREEMENT is part of the commercial terms, including the service description, such as a statement of work, purchase order, proposal or other description (collectively, “AGREEMENT”). This CONTROLLER AGREEMENT applies to the PERSONAL DATA exchanged between the PARTIES pursuant to the AGREEMENT. The PARTIES expressly acknowledge and agree that they each qualify as an independent CONTROLLER in respect to their processing of PERSONAL DATA and that, in such capacity, they are each fully responsible for compliance with APPLICABLE DATA PROTECTION LAWS.

For clarity, this CONTROLLER AGREEMENT does not apply to, limit or prohibit the use of, any PERSONAL DATA controlled or held by a PARTY which was obtained independently from other sources and not pursuant to the AGREEMENT, even if such data is duplicative of the data listed in Section II below. Capitalized words that are not defined in this CONTROLLER AGREEMENT have the meaning provided in the AGREEMENT.

### I. Definitions

- a) “APPLICABLE DATA PROTECTION LAWS” means all privacy or data protection laws applicable to the processing of PERSONAL DATA, including local, state, national and/or foreign laws, treaties, and/or regulations such as, but not limited to, the General Data Protection Regulation (EU) 2016/679 (GDPR) and implementations of the GDPR into national law or the California Consumer Privacy Act.
- b) “CONTROLLER” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of PERSONAL DATA, as further defined by the APPLICABLE DATA PROTECTION LAWS, regardless of whether such laws specifically refer to a “Data Controller” or instead refer to an analogous term or concept.
- c) “DATA SUBJECT” means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as name, 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 person.
- d) “PERSONAL DATA” means any information that (i) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or (ii) would be considered personal information or personal data as such term/concept is defined by APPLICABLE DATA PROTECTION LAWS.
- e) “PROCESSOR” means a natural or legal person, public authority, agency or another body which process PERSONAL DATA on behalf of the CONTROLLER, as further defined by the APPLICABLE DATA PROTECTION LAWS, regardless of whether such laws specifically refer to a “Data Processor” or instead refer to an analogous term or concept.

### II. Sharing and use of PERSONAL DATA

- a) In connection with this CONTROLLER AGREEMENT, each PARTY will provide the following PERSONAL DATA to the other PARTY: *[describe data]*.
- b) The PERSONAL DATA received by each PARTY will be used for *[describe uses, e.g., creating user profiles, sending and receiving marketing communications, research programs, etc.]* unless otherwise required under any APPLICABLE DATA PROTECTION LAWS.

### III. Obligations of the PARTIES

Each PARTY warrants and undertakes that:

- a) All PERSONAL DATA will be processed and transferred pursuant to this CONTROLLER AGREEMENT and in accordance with APPLICABLE DATA PROTECTION LAWS.
- b) PARTIES will develop, maintain and implement a comprehensive written information security program that complies with all APPLICABLE DATA PROTECTION LAWS. Such information security program will include appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of PERSONAL DATA; (ii) protect against any anticipated threats or hazards to the security and integrity of

PERSONAL DATA; and (iii) protect against any actual or suspected unauthorized processing, loss, use, disclosure or acquisition of or access to any PERSONAL DATA. Any sharing or transmission of PERSONAL DATA (i.e., transfers, extracts of data, etc.) will occur only after implementing reasonable security controls to protect the PERSONAL DATA. All PERSONAL DATA will be encrypted in transit and at rest consistent with accepted industry encryption standards.

- c) If relying on DATA SUBJECTS' consent for transferring PERSONAL DATA, the PARTIES will ensure that they obtain appropriate and compliant consents for any sharing of PERSONAL DATA and for PROCESSING of the PERSONAL DATA for the purposes set forth in Section II (b), and shall be able to demonstrate such consent (e.g., through screen shots of disclosures, opt-in statements, documents illustrating notice/choice mechanisms, etc.).
- d) In the absence of consent from DATA SUBJECTS, the PARTIES must have and be able to demonstrate a separate legal basis under APPLICABLE DATA PROTECTION LAWS for transferring the PERSONAL DATA.
- e) Where the PERSONAL DATA was obtained from the DATA SUBJECT, the PARTIES will ensure and, when so requested, demonstrate that at the time the PERSONAL DATA was obtained, DATA SUBJECTS received, in a clear and easy to understand manner, all required information necessary to meet its requirements under APPLICABLE DATA PROTECTION LAWS.
- f) Where either PARTY provides access to PERSONAL DATA to a third party or engages a PROCESSOR, that PARTY will enter into a written data processing agreement with each PROCESSOR that complies with APPLICABLE DATA PROTECTION LAWS.

**IV. Prohibitions on Certain PERSONAL DATA**

The PARTIES will not knowingly share the following PERSONAL DATA: from children under the age of 16; revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership; concerning the sex life or sexual orientation; genetic; biometrics; or health related PERSONAL DATA of DATA SUBJECTS.

**V. Cross-Border Data Transfers**

To the extent APPLICABLE DATA PROTECTION LAWS require the implementation of additional safeguards or transfer mechanism for cross-border data transfers of PERSONAL DATA, the PARTIES will execute the standard contractual clauses for the transfer of personal data to third countries ("STANDARD CONTRACTUAL CLAUSES") that will be incorporated into this CONTROLLER AGREEMENT. In the event of a conflict between the Standard Contractual Clauses and this CONTROLLER AGREEMENT or the provisions of any other agreement between the PARTIES existing at the time, the STANDARD CONTRACTUAL CLAUSES shall prevail.

**VI. Indemnification**

COMPANY shall fully and effectively defend, indemnify and hold harmless P&G, its affiliates and their directors, shareholders, officers, agents, suppliers and employees from and against any claims, demands, causes of action, expenses, damages, losses, costs, fees, or penalties to the extent they arise out of the negligence, gross negligence or willful misconduct, or a breach by COMPANY or any of its agents, contractors or subcontractors of any of the provisions of this CONTROLLER AGREEMENT or APPLICABLE DATA PROTECTION LAWS.

P&G shall fully and effectively defend, indemnify and hold harmless COMPANY, its affiliates and their directors, shareholders, officers, agents, suppliers and employees from and against any claims, demands, causes of action, expenses, damages, losses, costs, fees, or penalties to the extent they arise out of the negligence, gross negligence or willful misconduct or a breach by P&G or any of its agents, contractors or subcontractors of any of the provisions of this CONTROLLER AGREEMENT or APPLICABLE DATA PROTECTION LAWS.

**ACCEPTED:**

**COMPANY NAME ("COMPANY")**

**Name Typed/Printed:**

**Title:**

**Signature:**

**Date**

**P&G NAME: The Procter & Gamble Company**

**Name Typed/Printed:**

**Title: Purchasing Manager**

**Signature:**

**Date:**

**Please return this signed CONTROLLER AGREEMENT to:**