

Exhibit A
P&G Privacy Requirements

General Terms

1. Definitions:

- a. "APPLICABLE DATA PROTECTION LAWS" means all applicable laws and regulations relating to privacy and data protection that regulate the processing of PERSONAL DATA including, but not limited to, the California Consumer Privacy Act (as amended by the California Privacy Rights Act), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act, the Virginia Consumer Data Protection Act, and the EU General Data Protection Regulation, as amended or replaced from time to time.
- 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. "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. PERSONAL DATA includes both (i) information provided by BUYER to SELLER or its SUBCONTRACTORS or (ii) collected/accessed by SELLER or its Subcontractors on behalf of BUYER, and in connection with the SERVICES to be performed under the AGREEMENT. PERSONAL DATA obtained by SELLER independent of this AGREEMENT is not considered PERSONAL DATA for the purposes of this Exhibit A unless it is used in connection with SELLER performing the SERVICES under the AGREEMENT.
- d. "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 (such as a "Service Provider").
- e. "PRIVACY REQUIREMENTS" means the provisions set forth in this Exhibit A.
- f. "PROCESSES" means accesses, collects, stores, transmits, discloses, uses, and/or otherwise processes.
- g. "SUBCONTRACTOR" means any third party that SELLER engages to PROCESS PERSONAL DATA or to provide services that involve PERSONAL DATA on BUYER networks/systems.

2. Scope: SELLER will comply with the PRIVACY REQUIREMENTS if SELLER PROCESSES any PERSONAL DATA on behalf of BUYER in the course of providing the SERVICES. The PERSONAL DATA PROCESSED pursuant to the SERVICES shall be as set out in the form attached as Schedule 1 of this PRIVACY AGREEMENT, which details the nature, duration and purpose of the PROCESSING, the types of PERSONAL DATA the SELLER PROCESSES, and the categories of data subjects whose PERSONAL DATA is PROCESSED.

3. Relationship between the Parties: The PARTIES agree that, with respect to any PERSONAL DATA PROCESSED by SELLER as part of the SERVICES, BUYER and BUYER affiliates are the CONTROLLERS and SELLER is the PROCESSOR. To the extent that for the provision of a particular SERVICE, SELLER operates as a CONTROLLER, SELLER agrees: a) SELLER is fully responsible under APPLICABLE DATA PROTECTION LAWS for its PROCESSING of PERSONAL DATA, (b) in the event of a breach or other privacy-related issue, data subjects' sole recourse would be to SELLER, and (c) SELLER accepts all financial and legal responsibility for its PROCESSING of PERSONAL DATA.

4. Survival: The PRIVACY REQUIREMENTS will survive the termination of the AGREEMENT and completion of all SERVICES.

5. Subcontractors: BUYER agrees that SELLER may use the SUBCONTRACTORS described in Schedule 2. Should SELLER wish to engage additional or alternate SUBCONTRACTORS not described in Schedule 2, SELLER will notify BUYER of its intention to engage the additional or alternate SUBCONTRACTOR thirty (30) days in advance. Such notices may be directed to corporateprivacy.im@pg.com and should include the information requested in Schedule 2, and any additional information requested by BUYER. If BUYER does not raise, within thirty (30) days of notification by SELLER, an objection to the use of a notified SUBCONTRACTOR, BUYER is deemed to have agreed to SELLER's use of such SUBCONTRACTOR. Should BUYER object, within thirty (30) days of notification by SELLER, to the use of a notified SUBCONTRACTOR, SELLER will not provide, or otherwise make available to such SUBCONTRACTOR, PERSONAL DATA and/or access to BUYER networks/systems. Alternatively, should SELLER choose to maintain the relationship with

such SUBCONTRACTOR, BUYER may immediately discontinue using the relevant service(s) and may terminate the relevant service(s) with immediate effect and without any penalty, liability or further obligation.

SELLER will enter into a written contract with any SUBCONTRACTOR that commits such SUBCONTRACTOR to adhere to requirements no less rigorous than those set forth in this PRIVACY AGREEMENT, including applicable information security requirements. SELLER shall only retain SUBCONTRACTORS that are capable of appropriately protecting the privacy, confidentiality, and security of the PERSONAL DATA. SELLER shall remain fully liable to BUYER for acts or omissions of its SUBCONTRACTORS regarding the PROCESSING of PERSONAL DATA.

6. Materiality: If SELLER fails to comply with the PRIVACY REQUIREMENTS, then BUYER is entitled to either suspend SELLER's performance under the AGREEMENT or terminate this AGREEMENT with immediate effect, without any penalty, liability, or further obligation.
7. Conflict: In the event of a conflict, the terms of this Exhibit A will take precedence over the AGREEMENT, including other Exhibits and Attachments to the AGREEMENT and the terms of any purchase orders, releases, supplemental agreement or other means of ordering services.

Privacy Requirements

1. Administration: Consistent with the size and complexity of its organization, SELLER will maintain its own privacy program that manages its handling of PERSONAL DATA and includes a documented data breach response program. SELLER will appoint (or has appointed) a leader to oversee this privacy program. SELLER will notify BUYER in writing within five (5) calendar days of receipt of any communication, inquiry or complaint from any legal or regulatory authority relating to the PROCESSING of any PERSONAL DATA, and SELLER will further provide all reasonable assistance to BUYER in responding to such inquiries, communications or complaints. Where necessary, SELLER will assist BUYER in completing privacy impact and/or data protection assessments.
2. Ownership: As between the PARTIES, all PERSONAL DATA is and remains the property of BUYER regardless of what party has custody of such information.
3. Confidentiality: SELLER agrees to keep all PERSONAL DATA confidential and only disclose such information to third parties (i) strictly in relation to its PROCESSING activities under this Exhibit A, and (ii) under at least as stringent confidentiality and PROCESSING obligations. SELLER will ensure all personnel having access to PERSONAL DATA have committed to keep PERSONAL DATA confidential and comply with the obligations set out in this PRIVACY AGREEMENT or are under an appropriate statutory obligation of confidentiality.
4. Authority to Process Personal Data:
 - a. SELLER will only PROCESS PERSONAL DATA on behalf of BUYER in accordance with BUYER's instruction and as necessary to perform the services specified in the AGREEMENT. SELLER will not further collect, retain, use, disclose or otherwise PROCESS PERSONAL DATA for any other purpose or otherwise outside of the direct business relationship between the PARTIES.
 - b. SELLER will PROCESS PERSONAL DATA in compliance with APPLICABLE DATA PROTECTION LAWS and this Exhibit A. BUYER may take any reasonable and appropriate steps to ensure that SELLER uses PERSONAL DATA in a manner consistent with BUYER'S obligations under APPLICABLE DATA PROTECTION LAWS.
 - c. SELLER will not distribute, sell, license, lease, transfer, or otherwise convey PERSONAL DATA for SELLER's own purposes or for the benefit of any party other than BUYER.
5. Collection:
 - a. To the extent SELLER collects PERSONAL DATA on BUYER's behalf, SELLER will only collect that PERSONAL DATA necessary to perform its BUYER contracted services or to otherwise fulfill BUYER's instructions on collection.
 - b. SELLER will not collect PERSONAL DATA online from individuals under the age of 16 or knowingly provide BUYER with PERSONAL DATA collected from individuals under the age of 16 without BUYER's prior written consent and instruction.
 - c. SELLER will notify BUYER about the methods of operation and data collection capabilities for any cookie, Javascript, pixel, beacon, SDK, API, clear GIF, statistical ID, probabilistic ID, UDID, similar tracking

mechanism(s), or other method of monitoring a user or device across web and/or app locations or properties (“TRACKING TECHNOLOGIES”) SELLER intends to use on BUYER websites, mobile applications, online advertising and/or other electronic properties owned by BUYER and will not use such TRACKING TECHNOLOGIES without BUYER’s prior written consent. SELLER will never use TRACKING TECHNOLOGIES that: (i) use Flash local shared objects, (ii) fail to provide users with an opportunity to control the use of such TRACKING TECHNOLOGIES, (iii) are deployed on behalf of other parties (so-called “fourth-party” tracking or “piggybacking”), or (iv) circumvent user preferences as designated in Web browser privacy controls.

6. Data Location & transfer:

- a. Unless otherwise agreed upon by the PARTIES, SELLER will PROCESS PERSONAL DATA only in (i) the United States, (ii) the jurisdiction in which the data subject resides, or (iii) the European Economic Area (“EEA”) if the data subject resides anywhere within the EEA. SELLER shall not transfer PERSONAL DATA outside the EEA unless such transfer is supported by a mechanism authorized by APPLICABLE DATA PROTECTION LAWS. Such mechanism will include but shall not be limited to the execution of the European Commission Standard Contractual Clauses between CONTROLLERS and PROCESSORS or any other approved mechanism of transfer or agreement relating to transfers of PERSONAL DATA from and to other third countries.
- b. To the extent laws associated with cross-border data transfers or the PROCESSING of PERSONAL DATA require collaboration between BUYER and SELLER, SELLER agrees to cooperate with BUYER to do so and to promptly complete any related contractual and/or administrative requirements (for example, EU Data Transfer Agreements). Any such resulting documentation that is not attached in Exhibit B to the AGREEMENT but creates appropriate obligations for one or both of the PARTIES concerning PERSONAL DATA shall be considered incorporated by reference hereto.
- c. SELLER shall:
 - i. provide at least the same level of privacy protection for PERSONAL DATA received by BUYER from the European Economic Area, United Kingdom or Switzerland as is required by the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, “PRIVACY SHIELD”) principles,
 - ii. promptly notify BUYER if at any time SELLER cannot provide or is not providing at least the same level of privacy protection for such PERSONAL DATA as is required by the PRIVACY SHIELD principles, and
 - iii. take reasonable and appropriate steps to stop and remediate, as directed by BUYER, the PROCESSING of such PERSONAL DATA if at any time BUYER notifies SELLER that BUYER has determined SELLER is not PROCESSING the PERSONAL DATA in a manner consistent with the PRIVACY SHIELD principles.
- d. To the extent SELLER provides a SUBCONTRACTOR access to PERSONAL DATA received by BUYER from individuals in the European Economic Area, United Kingdom or Switzerland, SELLER shall:
 - i. transfer the PERSONAL DATA to the SUBCONTRACTOR only for the limited and specified purposes instructed by BUYER,
 - ii. ascertain that the SUBCONTRACTOR is obligated to provide at least the same level of privacy protection as is required by the PRIVACY SHIELD principles,
 - iii. take reasonable and appropriate steps to ensure that the SUBCONTRACTOR effectively PROCESSES the PERSONAL DATA transferred in a manner consistent with the PRIVACY SHIELD principles,
 - iv. require the SUBCONTRACTOR to notify SELLER if the SUBCONTRACTOR determines that it can no longer meet its obligation to provide the same level of protection as is required by the PRIVACY SHIELD principles, and
 - v. upon notice, including under item (d(iv)) above, take reasonable and appropriate steps to stop and remediate unauthorized PROCESSING.

- e. As required or upon request, SELLER agrees that BUYER may provide a summary or copy of this AGREEMENT to any government agency.

7. U.S. Requirements:

- a. SELLER will and will cause any person or entity acting on its behalf to fully comply with all applicable governmental, legal, regulatory professional requirements and self-regulatory principles relating to privacy and/or online behavioral advertising.
- b. If SELLER PROCESSES PERSONAL DATA of California residents, SELLER will strictly comply with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 *et seq.*, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, "CCPA/CPRA"). Specifically, SELLER agrees that:
 - i. SELLER acts solely as a SERVICE PROVIDER in relation to PERSONAL DATA of California residents ("SERVICE PROVIDER" shall have the meaning ascribed to it in CCPA/CPRA) and BUYER alone determines the purposes and means of the PROCESSING of PERSONAL DATA. The PERSONAL DATA that BUYER discloses to SELLER is provided to BUYER only for limited and specified BUSINESS PURPOSES pursuant to the AGREEMENT.
 - ii. SELLER shall comply with all applicable provisions of the CCPA/CPRA and provide the same level of privacy protection as is required by the CCPA/CPRA with respect to PERSONAL DATA.
 - iii. SELLER will not SELL or SHARE PERSONAL DATA of California residents, and the PARTIES acknowledge and agree that BUYER does not SELL or SHARE PERSONAL DATA to or with SELLER in connection with the services ("SELL" and "SHARE" shall have the meanings ascribed to them in the CCPA/CPRA).
 - iv. For the purposes of CCPA/CPRA compliance, SELLER certifies that SELLER understands and will comply with the requirements and restrictions set forth in this Exhibit A. With respect to any PERSONAL DATA subject to CCPA/CPRA, SELLER will not (1) retain, use or disclose the PERSONAL DATA (i) for any purpose other than for the specific BUSINESS PURPOSE of performing the services specified in the AGREEMENT, or (ii) outside of the direct business relationship between BUYER and SELLER, or (2) combine the PERSONAL DATA received pursuant to the AGREEMENT with PERSONAL DATA received from or on behalf of another person(s), or collected from SELLER's own interactions with individuals, unless permitted by the CCPA/CPRA.
 - v. SELLER shall promptly notify BUYER, in writing and in no event later than 5 business days after making the relevant determination, if at any time SELLER determines that it can no longer meet its obligations under this AGREEMENT or the CCPA/CPRA with respect to PERSONAL DATA.
 - vi. The PARTIES acknowledge and agree that upon notice, BUYER may take reasonable and appropriate steps to stop and remediate the unauthorized use of PERSONAL DATA.
 - vii. The PARTIES acknowledge and agree that BUYER may take reasonable and appropriate steps to help ensure that SELLER uses PERSONAL DATA in a manner consistent with BUYER's obligations under the CCPA/CPRA.
 - viii. The PARTIES acknowledge and agree that BUYER has no knowledge or reason to believe that SELLER is unable to comply with the provisions of this Exhibit A or the CCPA/CPRA.
 - ix. The PARTIES acknowledge and agree that BUYER shall have the right to monitor SELLER's compliance with this Exhibit A through measures including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits or other technical and operational testing at least once every twelve (12) months, as described further in Exhibit C.

- c. SELLER will PROCESS all PERSONAL DATA of Massachusetts residents strictly in accordance with the Massachusetts Code of Regulations, 201 CMR §§ 17.00 et. seq., as applicable.
 - d. If SELLER has access to “protected health information” (as such term is defined by the HIPAA Privacy Rule), then SELLER will notify BUYER and enter into a Business Associate Agreement (“BAA”) in a form that meets minimum legal requirements and is mutually acceptable to the PARTIES.
8. Data Subject Rights: Where possible and as far as is relevant, SELLER shall put in place technical and organisational measures to enable BUYER to comply with its obligations to respond to requests from data subjects to exercise their rights in respect of their PERSONAL DATA, including but not limited to the right to i) access or delete their PERSONAL DATA ii) request the rectification of inaccurate PERSONAL DATA, b) be informed about the categories of sources from which the PERSONAL DATA is collected, (c) be informed about the categories or specific pieces of the individual’s PERSONAL DATA, including by providing the requested information in a portable and, to the extent technically feasible, readily useable format that allows the individual to transmit the information to another entity without hindrance, (d) correct their PERSONAL DATA, or (e) to limit the use or disclosure of their SENSITIVE PERSONAL DATA. SELLER will cooperate with BUYER with respect to, and provide BUYER notice within three (3) days of, any such request. SELLER will cooperate with BUYER with respect to, and provide BUYER with timely notice of, any such request. SELLER shall not respond to any such request from a data subject without receiving the prior written consent of BUYER.
- Upon BUYER’s request and where not prohibited by applicable law, SELLER shall promptly delete a particular data subject’s PERSONAL DATA from SELLER’s records. In the event SELLER is unable to delete the PERSONAL DATA for reasons permitted under the CCPA/CPRA or other APPLICABLE DATA PROTECTION LAW, SELLER shall (a) promptly notify BUYER of the reason for its non-compliance with the deletion request; (b) continue to ensure the privacy, confidentiality and security of such PERSONAL DATA; and (c) delete the PERSONAL DATA promptly after the reason for SELLER’s refusal has expired.
9. Records Retention: SELLER will maintain a records retention process and schedule that aligns to BUYER’s Retention Schedules available at <https://pgsupplier.com/guidelines/pg-guidelines-for-suppliers>.
10. Government Access requests: SELLER will not disclose BUYER’S PERSONAL DATA to a law enforcement or government agency (“REQUESTING AUTHORITY”) unless required by applicable law. If a REQUESTING AUTHORITY contacts SELLER with a request to access or disclose BUYER’S PERSONAL DATA, SELLER will inform the REQUESTING AUTHORITY that it is a processor of BUYER’S PERSONAL DATA and attempt to redirect the request to BUYER. If required by law to produce BUYER’s PERSONAL DATA, SELLER will promptly notify BUYER prior to disclosing the requested PERSONAL DATA, provide a copy of the request unless legally prohibited from doing so, and ensure that any PERSONAL DATA produced in response to such request is proportionate and limited to what is strictly necessary. SELLER will use reasonable legal efforts to contest the disclosure request or the requirement to refrain from notifying BUYER.
11. Legal and regulatory developments: SELLER will use its best efforts to cooperate with BUYER in updating this PRIVACY AGREEMENT (including Exhibit A and Exhibit C) promptly in case of material changes to APPLICABLE DATA PROTECTION LAWS that would require implementing additional safeguards to comply with regarding the PROCESSING of PERSONAL DATA.
12. Information Security: SELLER will implement appropriate physical, administrative and technical security controls to protect PERSONAL DATA against accidental, unlawful or unauthorized loss, alteration, access, disclosure or destruction, including, as appropriate, (1) the pseudonymization and encryption of PERSONAL DATA, (2) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of relevant PROCESSING systems and services, (3) the ability to restore the availability and access to PERSONAL DATA in a timely manner in the event of a physical or technical incident, and (4) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the PROCESSING, as further specified in Exhibit C. SELLER shall assist BUYER in complying with its obligations under APPLICABLE DATA PROTECTION LAWS, including without limitation, BUYER’S obligation to notify individuals, regulators and other relevant third parties of any actual or suspected unauthorized or accidental access to or loss, use, disclosure, modification, destruction, acquisition or processing of any PERSONAL DATA, as further specified in Exhibit C. For purposes of clarity, all information security requirements contained in Exhibit C that apply to “P&G INFORMATION” shall also apply to PERSONAL DATA.

Schedule 1

DETAILS OF THE PROCESSING

The PARTIES agree that in addition to the details of the processing reflected below, SELLER may PROCESS PERSONAL DATA for the purposes detailed in BUYER’s third-party risk management system (“ARAVO”) which includes specific details of the engagements and services provided by SELLER. Any details of the processing not provided in Schedule 1 but reflected in ARAVO are also incorporated into this Schedule 1 by reference.

Nature of the PROCESSING:
<p>Select the nature of the PROCESSING activities to be performed:</p> <ul style="list-style-type: none"> • Access to/editing of (read access, correcting/modifying data) • Collection/acquisition • Transfer (including manual or systematic access from a different jurisdiction and downloads that results in transfer) • Data Analysis • Disclosure to 3rd parties, authorities, including sharing of data as compelled by external legal processes • Storage/hosting • Deletion/destruction
Purpose of the PROCESSING:
[Complete purpose of PROCESSING (e.g. provision of marketing services, IT services etc.)]
Duration of the PROCESSING:
The duration of the PROCESSING is equal to the duration of the Agreement. [Verify]
The PROCESSING concerns the following categories of DATA SUBJECTS:
[Complete e.g. P&G employees, consumers, customers, shareholders]
The PROCESSING concerns the following categories of PERSONAL DATA:
[Complete by including the specific types of personal data in scope (e.g. name, email, IP address, T#, etc.)]
The PROCESSING concerns the following categories of SENSITIVE DATA (if applicable): <i>SENSITIVE DATA means PERSONAL DATA revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, data concerning health, sex life or sexual orientation.</i>
[Complete]

Schedule 2

LIST OF SUBCONTRACTORS

Name	Country	Services
[Complete]	[Complete]	[Complete]
[Complete]	[Complete]	[Complete]