

**Procter & Gamble Exhibit B (Module 2)**  
**(Data Transfer Addendum + Controller to Processor SCCs)**

**DATA TRANSFER ADDENDUM**

This Data Transfer Addendum (“**Addendum**”), by and between The Procter & Gamble Company, One Procter & Gamble Plaza, Cincinnati, Ohio, United States of America, 45202, on its own behalf and on behalf of its affiliates and subsidiaries (the “**Data Exporter**”) and **[Insert name and address of Vendor]** and its affiliates and subsidiaries (the “**Data Importer**”) (each a “**party**”; together “**the parties**”).

WHEREAS, the parties have entered into a Privacy and Information Security Agreement, including EU Standard Contractual Clauses (processors), (the “**Privacy and Information Security Agreement**”) in order to adduce appropriate safeguards for the processing and transfer of Personal Data by the Data Exporter to the Data Importer;

WHEREAS, the terms of this Addendum are in addition to and supplement the Agreement. Nothing in this Addendum varies or modifies the Privacy and Information Security Agreement or affects any Supervisory Authority’s or Data Subject’s rights or responsibilities under or in relation to the Privacy & Information Security Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements in this Addendum and the Privacy & Information Security Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. DEFINITIONS**

Capitalized terms not defined in this Addendum shall have the meaning adduced to them in the Privacy & Information Security Agreement.

“**Applicable Data Protection Law**” means the EU General Data Protection Regulation (“**GDPR**”), the UK GDPR and Swiss data protection law, as amended or replaced from time to time.

“**EEA**” means the countries of the European Economic Area;

“**Government Authority Request**” means any subpoena, warrant or other judicial, regulatory, governmental or administrative order, proceeding, demand or request (whether formal or informal) by a non-EEA government or quasi-governmental or other regulatory authority, including law enforcement and intelligence agencies, in the destination country (“**Government Authority**”), seeking or requiring access to or disclosure of Personal Data;

“**Standard Contractual Clauses or SCCs**” means the European Commission’s standard contractual clauses for the transfer of Personal Data from a Controller to a Processor established in a third country which does not ensure an adequate level of data protection, as amended or replaced from time to time; and

“**Supervisory Authority**” means an independent public authority with power to monitor and/or enforce the application within its territory of the Applicable Data Protection Law.

**2. DATA IMPORTER OBLIGATIONS**

**2.1.** The Data Importer shall undertake a detailed assessment, and cooperate with the Data Exporter in conducting the Data Exporter’s own assessment, to consider whether, having regard to the nature of the Personal Data Processed on behalf of the Data Exporter under the Privacy &

Information Security Agreement, the purposes and context of the Processing, and the country of destination, including onward transfers to sub-processors, the Data Importer is able to ensure an adequate level of protection for the Personal Data as required by Applicable Data Protection Law. In conducting such assessment, the Data Importer shall consider what additional safeguards can be implemented to protect Personal Data from Government Authority Requests and ensure an adequate level of protection for the Personal Data it Processes in the country of destination. The Data Importer shall document this assessment, including any additional safeguards implemented, and make it available to the Data Exporter upon request.

**2.2.** The Data Importer represents and warrants that it shall implement an internal policy and maintain and follow a documented procedure for reviewing and responding to any Government Authority Requests. Such policy and procedure must require the data protection officer (if designated) and legal function or other relevant function to be promptly made aware of and involved in handling such request.

**2.3.** To the fullest extent permitted by law, the Data Importer shall:

2.3.1. Promptly notify the Data Exporter, in writing, of any anticipated or actual Government Authority Request concerning Personal Data Processed on behalf of the Data Exporter, and cooperate with the Data Exporter prior to responding to such request;

2.3.2. Fully cooperate with and assist the Data Exporter so that the Data Exporter may, or require the Data Importer to, contest, challenge or seek to narrow the scope of the Government Authority Request, or seek a protective order or other appropriate remedy, and it shall authorize the Data Exporter to conduct relevant negotiations or proceedings on behalf of the Data Importer;

2.3.3. Seek to redirect the Government Authority (or other third party) to request the Personal Data directly from the Data Exporter;

2.3.4. Review any such Government Authority Request it receives, prior to responding to the request, to determine whether the request is valid, legally binding and lawful, and reject any request that is not valid, legally binding and lawful; and

2.3.5. Contest, challenge or seek to narrow the scope of any Government Authority Request concerning Personal Data Processed on behalf of the Data Exporter, including by, but not limited to, notifying the Government Authority making the Government Authority Request if it conflicts with the terms of the applicable data transfer mechanism and enquiring whether it is cooperating with EEA Member State authorities in relation to the matter, unless the Data Importer is strictly required by applicable law to comply;

2.3.6. Take all reasonable steps to ensure any data disclosure or access is limited to what is proportionate and strictly necessary for the purpose of complying with the Government Authority Request, and only furnish the minimum amount of Personal Data legally required to be disclosed to or accessed by the Government Authority, including by applying minimization measures such as removing or redacting any unnecessary information prior to such disclosure or access that would allow a Data Subject to be directly identified from the data disclosed or to which access is provided, taking into account the Data Exporter's requests;

2.3.7. Use all reasonable endeavors and obtain assurances to ensure that any Personal Data disclosed to a Government Authority will be treated as confidential information, subject to appropriate technical and organizational security requirements, and that prior to any further disclosure or utilization in any proceedings, the Data Importer has an

opportunity to seek a protective order;

- 2.3.8. Ensure that it does not provide any Government Authority with any public or private cryptographic keys used to secure Personal Data or with the ability to break such encryption, and does not purposefully create technical back doors or internal processes that facilitate direct access by Government Authorities to the Personal Data;
  - 2.3.9. Cooperate with the Data Exporter in the event that a Supervisory Authority or a court of competent jurisdiction determines that a data transfer must be subject to specific additional safeguards (including but not limited to specific technical and organizational measures); and
  - 2.3.10. Assist Data Subjects in exercising their rights in the third country jurisdiction by providing reasonable assistance.
- 2.4.** The Data Importer represents and warrants that it shall maintain a written record of all Government Authority Requests received and the such record shall include, in particular details of (i) the Government Authorities making the requests or demands, (ii) the number of requests or demands received and how the Data Importer responded to such requests or demands, (iii) the types of Personal Data that the Data Importer was required to provide in connection with such requests or demands, and (iv) the number of EEA Data Subjects to whom such requests or demands related. To the extent permitted by applicable law, the Data Importer shall regularly publish transparency reports regarding Government Authority Requests and the manner of reply provided and/or make aggregated information from such records available to the Data Exporter upon request. To the extent that the Data Importer is prohibited by applicable law from disclosing such information to the Data Exporter, the Data Importer shall use best efforts to obtain the right to waive this prohibition in order to communicate as much information as reasonably possible to the Data Exporter.
- 2.5.** The Data Importer shall implement the below technical and organizational measures to protect the Personal Data Processed on behalf of the Data Exporter in connection with Government Access Requests, as well as any other additional measures that would be appropriate to achieve this protection:
- 2.5.1. Implement appropriate encryption in transit over public networks between the Data Exporter and the Data Importer (and any applicable sub-processors) and encryption at rest, including by ensuring that the Data Importer is not in possession of the applicable decryption key(s) or that decryption key(s) are stored in the EEA;
  - 2.5.2. Process and store the least amount of Personal Data necessary to provide services to the Data Exporter under the Privacy and Information Security Agreement;
  - 2.5.3. Maintain enhanced access controls and limit internal and external access only to the minimum amount of Personal Data that is strictly necessary to Process Personal Data under the Privacy and Information Security Agreement;
  - 2.5.4. Limit the timespan of internal or external access to Personal data “in the clear” (i.e., in identifiable form) to the minimum timespan required to provide services and Process Personal Data under the Privacy and Information Security Agreement;
  - 2.5.5. To the fullest extent possible, ensure that Personal Data Processed is pseudonymized, obfuscated or otherwise unintelligible to internal or external access without a need to know;
  - 2.5.6. To the fullest extent possible, store Personal Data Processed under the Privacy and Information Security Agreement in facilities within the EEA and enable only remote

access or view-only access in compliance with the data transfer restrictions of Applicable Data Protection Law; and

- 2.5.7. Provide appropriate training to personnel responsible for managing Government Authority Requests and the Data Importer's compliance with the additional technical and organizational measures described in this Addendum.
- 2.6. The Data Importer shall enter into a written agreement with each sub-processor that imposes obligations on the sub-processor that are substantially the same and no less onerous than those imposed on the Data Importer under this Addendum, including additional technical and organizational measures.
- 2.7. The Data Importer shall not engage in any onward transfer of Personal Data Processed under the Privacy and Information Security Agreement and this Addendum to further sub-processors, and shall suspend any ongoing transfer of such Personal Data to sub-processors, if after conducting an assessment under Applicable Data Protection Law and Clause 2.1 of this Addendum, the Data Importer concludes that an equivalent level of protection for the Personal Data transferred cannot be guaranteed.
- 2.8. The Data Importer shall fully cooperate with the Data Exporter and provide all information necessary to demonstrate compliance with the obligations laid down in this Addendum, and allow for and contribute to audits conducted by the Data Exporter or another auditor mandated by the Data Exporter to verify whether the Data Importer provided Personal Data Processed under the Privacy and Information Security Agreement and this Addendum to a Government Authority and under what conditions.

### 3. MISCELLANEOUS

- 3.1. The Parties shall enter into any further Standard Contractual Clauses, amendments or new international data transfer agreements issued by a relevant body in the EEA, the UK or Switzerland, to the extent necessary to ensure that data transfers to the Data Importer comply with Applicable Data Protection Law, including additional Standard Contractual Clauses or international data transfer agreements issued by the European Commission or the UK Information Commissioner's Office amending, supplementing, replacing or repealing the Standard Contractual Clauses executed between the parties, as applicable.
- 3.2. As permitted by applicable law, if the Data Exporter has factually disappeared or has ceased to exist in law or has become insolvent (unless a successor entity has been appointed to assume the legal obligations of the Data Exporter by contract or by operation of law), the Data Importer agrees that Data Subjects can directly enforce this Addendum against the Data Importer as third-party beneficiaries.

**IN WITNESS WHEREOF**, the parties acknowledge their agreement to the foregoing by due execution of this Data Transfer Addendum by their respective authorized representatives.

**THE PROCTER & GAMBLE COMPANY  
ON BEHALF OF THE DATA EXPORTER**

**[VENDOR]  
ON BEHALF OF THE DATA IMPORTER**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STANDARD CONTRACTUAL CLAUSES (PROCESSORS—MODULE 2)

These Standard Contractual Clauses (processors) are part of and subject to the terms of the Privacy and Information Security Agreement.

For the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**Name of the data exporting organization:** The Procter & Gamble Company

**Address:** One Procter & Gamble Plaza, Cincinnati, Ohio 45202, United States of America,

On its own right and on behalf of its affiliates and subsidiaries, as listed in Annex I A/Schedule 1.

(“the data exporter”)

And

**Name of the data importing organization:** [Insert]

**Address:** [Insert]

**Include if relevant:** on its own right and on behalf of its affiliates and subsidiaries, as listed in Schedule 2.

(“the data importer”)

each a “Party”, together “the Parties”,

## SECTION I

### *Clause 1* **Purpose and scope**

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) <sup>(1)</sup> for the transfer of personal data to a third country.

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<sup>1</sup> Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses  
(hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

*Clause 2*

**Effect and invariability of the Clauses**

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.
- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

*Clause 3*

**Third-party beneficiaries**

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
  - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
  - (iii) Clause 9(a), (c), (d) and (e);
  - (iv) Clause 12(a), (d) and (f);
  - (v) Clause 13;
  - (vi) Clause 15.1(c), (d) and (e);
  - (vii) Clause 16(e);
  - (viii) Clause 18(a) and (b).
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

*Clause 4*

**Interpretation**

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall

have the same meaning as in that Regulation.

- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*  
**Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

*Clause 6*  
**Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

*Clause 7*  
**Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

*Clause 8*  
**Data protection safeguards**

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

**8.1 Instructions**

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration



of the contract.

- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

## 8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B, unless on further instructions from the data exporter.

## 8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

## 8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

## 8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

## 8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data,

including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

## 8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

## 8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party

located outside the European Union <sup>(2)</sup> (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;  
or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## 8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

### *Clause 9* **Use of sub-processors**

- (a) The data importer has the data exporter's general authorisation for the engagement of sub-

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<sup>2</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least [Specify time period] in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. <sup>(3)</sup> The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

#### *Clause 10*

#### **Data subject rights**

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

#### *Clause*

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<sup>3</sup> This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

## Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

The data importer agrees that data subjects may also lodge a complaint with an independent dispute resolution body <sup>(4)</sup> at no cost to the data subject. It shall inform the data subjects, in the manner set out in paragraph (a), of such redress mechanism and that they are not required to use it, or follow a particular sequence in seeking redress.

- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## *Clause 12*

### Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

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<sup>4</sup> The data importer may offer independent dispute resolution through an arbitration body only if it is established in a country that has ratified the New York Convention on Enforcement of Arbitration Awards.

- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

#### *Clause 13*

### **Supervision**

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

#### *Clause 14*

### **Local laws and practices affecting compliance with the Clauses**

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679,

are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards <sup>(5)</sup>;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only

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<sup>5</sup>

As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

#### *Clause 15*

### **Obligations of the data importer in case of access by public authorities**

#### **15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
  - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

#### **15.2 Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to



challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

#### SECTION IV – FINAL PROVISIONS

##### *Clause 16*

##### **Non-compliance with the Clauses and termination**

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of

local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17*

**Governing law**

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the data exporter, as specified in Annex I A. and Schedule I.

*Clause 18*

**Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of the EU Member State where the data exporter is established, as specified in Annex I A. and Schedule 1.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

ANNEX I

By signing we also agree to be bound by the UK and Swiss Addenda to the EU Commission Standard Contractual Clauses at Annex IV and V.

A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. Name: The Procter & Gamble Company

Address: One Procter & Gamble Plaza, Cincinnati, Ohio 45202, United States of America

Contact person's name, position and contact details:

Curtis Scribner  
Global Data Protection Officer  
Global Privacy/Cybersecurity Law  
Ethics & Compliance Office  
The Procter & Gamble Company

phone: 513.983.8655 • email: [scribner.c@pg.com](mailto:scribner.c@pg.com)

Activities relevant to the data transferred under these Clauses: **[Describe the purpose of the transfer e.g. Provision by the Importer of the services described in Schedule X of the Master Services Agreement]**

**By/Title:**

**Signature and date:** .....

Role: Controller

On behalf of its affiliates and subsidiaries in the EU, as specified in Schedule 1.

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. **Name:** .....

**Country & Address:** .....

.....

**Contact person's name, position and contact details:** .....

Activities relevant to the data transferred under these Clauses: **[Describe the purpose of the transfer e.g. Provision by the Importer of the services described in Schedule X of the Master Services Agreement]**

**By/Title:**

**Signature and date:** .....

Role: Processor:

2. ....

**B. DESCRIPTION OF TRANSFER**

The Parties agree that in addition to the details of the processing reflected below, the data importer may process personal data for the purposes detailed in data exporter’s third-party risk management system (“ARAVO”) which includes specific details of the engagements and services provided by data importer. Any details of the processing not provided in Annex 1 but reflected in ARAVO are also incorporated into this Annex 1 by reference.

*Categories of data subjects whose personal data is transferred*

**[Complete e.g. P&G employees, consumers, customers, shareholders]**

*Categories of personal data transferred*

**[Complete by including the specific types of personal data in scope (e.g. name, email, IP address, T#, etc.)]**

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

**[Insert or state Not Applicable - N/A]**

- The safeguards applied for the transfer of sensitive data are set forth in Annex II .

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*

**[Insert one-off or continuous basis and more specific frequency if applicable]**

*Nature of the processing*

**[Select as applicable: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction]**

*Purpose(s) of the data transfer and further processing*

**[Complete purpose of PROCESSING (e.g. provision of marketing services, IT services etc.)]**

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

**[Insert]**.....  
.....

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

**[Insert]**.....  
.....

**C. COMPETENT SUPERVISORY**

**AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

To the extent that the data transfer is governed by the GDPR, the supervisory authority of the EU Member State where the data exporter is established, as

specified in Annex I. A and Schedule 1. To the extent that the data transfer is governed by the Swiss Federal Act on Data Protection, the Swiss FDPIC.

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ANNEX II

**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*These technical and organizational measures apply in addition to, and do not replace the data security requirements of the Privacy and Information Security Agreement and Section 2.5 of the Data Transfer Addendum.*

**[Insert description of Vendor’s data security measures. The following list of security measures may be used as a model, but must be customized to Vendor’s practices.]**

<p><i>Measures of pseudonymisation and encryption of personal data</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant recommendations of the European Data Protection Board (“EDPB”):</p> <ul style="list-style-type: none"> <li>• Pseudonymization, where possible;</li> <li>• Encryption at rest and encryption in transit;</li> <li>• Limited timespan for using personal data “in the clear” (i.e., in identifiable form);</li> </ul>
<p><i>Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services</i></p>	<p><b>Other measures taken by Vendor:</b></p> <ul style="list-style-type: none"> <li>• Encryption key kept in the EU or with a trusted third party;</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul> <p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Confidentiality arrangements;</li> <li>• Information security policies and procedures;</li> <li>• Backup procedures;</li> <li>• Remote storage;</li> <li>• Mirroring of hard disks (e.g., RAID technology);</li> <li>• Uninterruptible power supply;</li> <li>• Anti-virus/firewall protection, security patch management;</li> <li>• Intrusion prevention, monitoring and detection;</li> <li>• Availability controls to protect personal data against accidental destruction or loss</li> </ul> <p><b>Other measures taken by Vendor:</b></p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>

<p><i>Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident</i></p>	<p>In accordance with Exhibit A (Privacy), or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Business continuity plan;</li> <li>• Disaster recovery procedure;</li> <li>• Incident response plan</li> </ul> <p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Internal and external audit program, audit reports and documentation;</li> <li>• Testing of back up processes and business continuity procedures;</li> <li>• Risk evaluation and system monitoring on a regular basis;</li> <li>• Vulnerability and penetration testing on a regular basis</li> </ul> <p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for user identification and authorisation</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Internal policies and procedures;</li> <li>• User authentication controls, including secure methods of assigning selecting and storing access credentials and blocking access after a reasonable number of failed authentication access;</li> <li>• Restricting access to certain users;</li> <li>• Access granted based on a need-to-know, supported by protocols for access authorization, establishment, modification and termination of access rights;</li> <li>• Logging and reporting systems;</li> <li>• Control authorization schemes;</li> <li>• Differentiated access rights (profiles, roles, transactions and objects);</li> <li>• Monitoring and logging of accesses;</li> <li>• Reports of access;</li> <li>• Access procedure;</li> <li>• Change procedure</li> </ul>

	<p><b>Other measures taken by Vendor:</b></p> <ul style="list-style-type: none"> <li>• Disciplinary action against employees who access personal data without authorization;</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for the protection of data during transmission</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Encryption in transit;</li> <li>• Pseudonymization, where possible;</li> <li>• Transport security;</li> <li>• Network segregation;</li> <li>• Logging.</li> </ul> <p><b>Other measures taken by Vendor:</b></p> <ul style="list-style-type: none"> <li>• Electronic signatures</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for the protection of data during storage</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Encryption at rest;</li> <li>• Access controls;</li> <li>• Separation of databases and logical segmentation of P&amp;G personal data from data of other vendor customers;</li> <li>• “Internal client” concept / limitation of use;</li> <li>• Segregation of functions (production/testing).</li> </ul> <p><b>Other measures taken by Vendor:</b></p> <ul style="list-style-type: none"> <li>• Procedures for storage, amendment, deletion, transmission of data for different purposes;</li> <li>• Process Personal Data in multiple separate locations or by using multiple parties.</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for ensuring physical security of locations at which personal data are processed</i></p>	<p>In accordance with Exhibit A (Privacy) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Establishing security areas, restriction of access paths;</li> <li>• Establishing access authorizations for employees and third parties with a need-to-know;</li> <li>• Access control system (ID reader, magnetic card, chip card);</li> <li>• Key management, card-keys procedures;</li> </ul>



	<ul style="list-style-type: none"> <li>• Door locking (electric door openers etc.);</li> <li>• Security staff, janitors;</li> <li>• Surveillance facilities, video/CCTV monitor, alarm system;</li> <li>• Securing decentralized processing equipment and personal computers</li> </ul>
<p><i>Measures for ensuring events logging</i></p>	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul> <p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• User identification and authentication procedures;</li> <li>• ID/password security procedures (special characters, minimum length, change of password);</li> <li>• Automatic blocking (e.g., password or timeout);</li> <li>• Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous passwords attempts;</li> <li>• Creation of one master record per user.</li> </ul>
<p><i>Measures for ensuring system configuration, including default configuration</i></p>	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul> <p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Up-to-date baseline configuration documentation and settings;</li> </ul>
<p><i>Measures for internal IT and IT security governance and management</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Information security policies and procedures;</li> <li>• Incident response plan;</li> <li>• Regular internal and external audit;</li> <li>• Review and supervision of information security program</li> </ul>

	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<i>Measures for certification/assurance of processes and products</i>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <p>[Vendor to confirm/complete as appropriate:]</p> <ul style="list-style-type: none"> <li>• [ISO27001, ISO27002, ISO27017, ISO27018, ISO 27701]</li> <li>• [NIST SP800-53, NIST CSF]</li> <li>• [SOC II]</li> <li>• [PCI DSS]</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other International standards and frameworks: Vendor to complete]</li> <li>• [Other International standards and frameworks: Vendor to complete]</li> <li>• [Other International standards and frameworks: Vendor to complete]</li> </ul>
<i>Measures for ensuring data minimisation</i>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Ensure that the minimum amount of data is processed to fulfill the purpose of the processing.</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• Documentation regarding which data categories need to be processed;</li> <li>• Personal data is stored in the EU and only remote access or view-only access is enabled [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<i>Measures for ensuring data quality</i>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Personal data is kept accurate and up to date;</li> <li>• Data is corrected upon request or where necessary</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<i>Measures for ensuring limited data retention</i>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p>

	<ul style="list-style-type: none"> <li>• Records retention schedule;</li> <li>• Data retention policy;</li> <li>• Personal data is deleted or irreversibly anonymized after expiration of the retention period</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for ensuring accountability</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Internal policies and procedures;</li> <li>• Records of data processing activities;</li> <li>• Privacy Impact Assessments, where required;</li> <li>• Adequate agreements with third parties;</li> <li>• Criteria for selecting the sub-processors;</li> <li>• Monitoring of contract performance;</li> <li>• GDPR and InfoSec training program</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• Privacy by design and by default policy;</li> <li>• Vendor onboarding process and questionnaire.</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>
<p><i>Measures for allowing data portability and ensuring erasure</i></p>	<p>In accordance with Exhibit A (Privacy), Exhibit B (Data Transfer Addendum) or Exhibit C (Information Security) and relevant EDPB recommendations:</p> <ul style="list-style-type: none"> <li>• Personal data is made available upon request in an electronically portable format using industry standards;</li> <li>• Reduction methods are used, where necessary;</li> <li>• Secure disposal of information stored on magnetic and non-magnetic media that prevents potential recovery of the information</li> </ul>
	<p>Other measures taken by Vendor:</p> <ul style="list-style-type: none"> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> <li>• [Other: Vendor to complete]</li> </ul>

### Sub-processors

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter:

[Vendor to insert description of data security measures that vendor imposes on its sub-processors by contract.]

Sensitive data

For transfers of sensitive data, also describe the safeguards implemented such as strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures etc.:

[Vendor to insert description of safeguards for the transfer of sensitive data or list as N/A if no sensitive data is in scope.]

ANNEX III

LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

1. Name: .....

Country & Address: .....

Contact person's name, position and contact details: .....

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): .....

2. Name: .....

Country & Address: .....

Contact person's name, position and contact details: .....

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): .....

3. Name: .....

Country & Address: .....

Contact person's name, position and contact details: .....

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ..

## ANNEX IV

## UK ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

**Part 1: Tables***Table 1: Parties*

<b>Start date</b>	The date of this Agreement	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	<p>Full legal name: The Procter &amp; Gamble Company</p> <p>Main address (if a company registered address): One Procter &amp; Gamble Plaza, Cincinnati, Ohio 45202, United States of America</p> <p>Official registration number (if any) (company number or similar identifier): <b>[Insert]</b></p>	<p>Full legal name: <b>[Insert]</b></p> <p>Trading name (if different): <b>[Insert]</b></p> <p>Main address (if a company registered address): <b>[Insert]</b></p> <p>Official registration number (if any) (company number or similar identifier): <b>[Insert]</b></p>
<b>Key Contact</b>	<p>Full Name (optional): <b>[Insert]</b></p> <p>Job Title: <b>[Insert]</b></p> <p>Contact details including email: <b>[Insert]</b></p>	<p>Full Name (optional): <b>[Insert]</b></p> <p>Job Title: <b>[Insert]</b></p> <p>Contact details including email: <b>[Insert]</b></p>
<b>Signature (if required for the purposes of Section 2)</b>		

Table 2: Selected SCCs, Modules and Selected Clauses

<b>Addendum EU SCCs</b>		<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: The date of the Agreement Reference (if any): <input type="text"/> Other identifier (if any): <input type="text"/> Or <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex IA: List of Parties: Annex IA of the Appendix to this Agreement

Annex IB: Description of Transfer: Annex IB of the Appendix to this Agreement

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Annex II of the Appendix to this Agreement

Annex III: List of Sub processors (Modules 2 and 3 only): Annex III of the Appendix to this Agreement

Table 4: Ending this Addendum when the Approved Addendum Changes

<b>Ending this Addendum when the Approved Addendum changes</b>	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input checked="" type="checkbox"/> Exporter <input type="checkbox"/> neither Party
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**Part 2: Mandatory Clauses**

*Entering into this Addendum*

1. Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
2. Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

*Interpretation of this Addendum*

3. Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

<b>Addendum</b>	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
<b>Addendum EU SCCs</b>	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.



Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

### *Hierarchy*

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

### *Incorporation of and changes to the EU SCCs*

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
  - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
  - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
  - b. In Clause 2, delete the words:

“and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679”;

- c. Clause 6 (Description of the transfer(s)) is replaced with:
  - “The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter’s processing when making that transfer.”;
- d. Clause 8.7(i) of Module 1 is replaced with:
  - “it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- e. Clause 8.8(i) of Modules 2 and 3 is replaced with:
  - “the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;”
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:
  - “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;”;
- m. Clause 17 is replaced with:
  - “These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:
  - “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or

data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

- O. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnotes 8, 9, 10 and 11.

*Amendments to this Addendum*

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
  - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
  - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
  - a. its direct costs of performing its obligations under the Addendum; and/or
  - b. its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

- 20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

*ANNEX V***SWISS ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES**

1. If the Personal Data is protected by the Swiss Federal Act on Data Protection, then the parties agree that the Standard Contractual Clauses will be amended and adapted as follows as far as such data is concerned: (i) the law that applies will be Swiss law ; (ii) the place of jurisdiction shall be at the data subject's domicile in Switzerland; (iii) the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18 c. and (iv), the references to the GDPR should be understood as references to the Swiss DPA insofar as the data transfers are subject to the Swiss Federal Data Protection Act.
2. The Standard Contractual Clauses shall, until the entry into force of the revised Swiss Federal Act on Data Protection, also protect the data of legal entities.

**Annex VI – SERBIA ADDENDUM TO THE EU COMMISSION STANDARD CONTRACTUAL CLAUSES**

If the Personal Data is protected by the Serbian Law on personal data protection, then the parties agree that the Standard Contractual Clauses will be amended and adapted as follows as far as such data is concerned: (i) the law that applies will be Serbian law (ii) the place of jurisdiction shall be at the data subject's domicile in Serbia; (iii) the term "member state" must not be interpreted in such a way as to exclude data subjects in Serbia from the possibility of suing for their rights in their place of habitual residence (Serbia) in accordance with Clause 18 c. and (iv), the references to the GDPR should be understood as references to the Serbian Law on personal data protection insofar as the data transfers are subject to the Serbian Law on personal data protection.

In addition, the PARTIES agree to amend the following provisions in Exhibit B to update them as follows:

1. The term “Applicable Data Protection Law” is amended as follows:

“**Applicable Data Protection Law**” means the EU General Data Protection Regulation (“GDPR”), the UK GDPR, Swiss data protection law and Serbian law on data protection, as amended or replaced from time to time.

2. The first paragraph in “ANNEX I” is amended as follows:

“By signing we also agree to be bound by the UK, Swiss and Serbian Addenda to the EU Commission Standard Contractual Clauses at Annex IV and V.

3. Section C of Annex I is amended as follows:

“COMPETENT SUPERVISORY AUTHORITY - Identify the competent supervisory authority/ies in accordance with Clause 13 “To the extent that the data transfer is governed by the GDPR, the supervisory authority of the EU Member State where the data exporter is established, as specified in Annex I. A and Schedule 1. To the extent that the data transfer is governed by the Swiss Federal Act on Data Protection, the Swiss FDPIC. To the extent that the data transfer is governed by the Serbian law on data protection, the Serbian Commissioner for information of public importance and personal data protection.”

## SCHEDULE 1

### LIST OF DATA EXPORTERS

#### SUBSIDIARIES OF THE PROCTER & GAMBLE COMPANY

1837, LLC	Ohio	2462
Agile Pursuits Franchising, Inc.	Ohio	2216
Agile Pursuits, Inc.	Ohio	2141
Arbora & Ausonia, S.L.U.	Spain	0491
Braun (Shanghai) Co., Ltd.	China	2008
Braun GmbH	Germany	2313
Braun Oral-B Ireland Limited	Ireland	2253
Celtic Insurance Company, Inc.	Vermont	2258
Charlie Banana (USA), LLC	Delaware	2467
Corporativo Procter & Gamble, S. de R.L. de C.V.	Mexico	0714
Detergent Products B.V.	Netherlands	2284
Detergent Products Sarl	Switzerland	0431
Detergenti S.A.	Romania	0593
Fameccanica Data S.p.A.	Italy	0498
Fameccanica Indústria e Comércio Do Brasil LTDA.	Brazil	2201
Fameccanica Machinery (Shanghai) Co., Ltd.	China	0934
Fameccanica North America, Inc.	Delaware	
Fater Central Europe SRL	Romania	
Fater Eastern Europe LLC	Russia	2362
Fater Portugal Unipessoal Lda	Portugal	2347
Fater S.p.A.	Italy	0483
Fater Temizlik Urunleri Ltd STI	Turkey	
First Aid Beauty Limited	Delaware	2455
Fountain Square Music Publishing Co., Inc.	Ohio	0040
FPG Oleochemicals Sdn. Bhd.	Malaysia	0372
Gillette (China) Limited	China	2006
Gillette (Shanghai) Ltd.	China	0324
Gillette Australia Pty. Ltd.	Australia	0854
Gillette Commercial Operations North America	Massachusetts	0029
Gillette del Uruguay, S.A.	Uruguay	2032
Gillette Diversified Operations Pvt. Ltd.	India	0972
Gillette Dominicana, S.A.S.	Dominican Republic	0146
Gillette Egypt S.A.E.	Egypt	0139
Gillette Group UK Ltd	U.K.	0977
Gillette Holding Company LLC	Delaware	0178
Gillette Holding GmbH	Germany	0852
Gillette India Limited	India	0973
Gillette Industries Ltd.	U.K.	0855
Gillette International B.V.	Netherlands	0979
Gillette Latin America Holding B.V.	Netherlands	0982
Gillette Management, LLC	Delaware	0856
Gillette Pakistan Limited	Pakistan	0149
Gillette Poland International Sp. z.o.o.	Poland	2031
Gillette U.K. Limited	U.K.	0869
Grooming Ventures - FL LLC	Florida	
Grooming Ventures LLC	Delaware	
Hyginett KFT	Hungary	0344

iMFLUX Inc.	Delaware	2348
Industries Marocaines Modernes SA	Morocco	0380
Laboratoire Mediflor S.A.S.	France	2448
Laboratorios Vicks, S.L.U.	Spain	0918
Lamberts Healthcare Ltd.	U.K.	2453
Liberty Street Music Publishing Company, Inc.	Ohio	0156
Limited Liability Company 'Procter & Gamble Trading Ukraine'	Ukraine	2160
LLC "Procter & Gamble - Novomoskovsk"	Russia	0614
LLC "Procter & Gamble Distributorskaya Compania"	Russia	0316
LLC "Procter & and Gamble Ukraine"	Ukraine	0576
Marcvenca Inversiones, C.A.	Venezuela	0478
Modern Industries Company - Dammam	Saudi Arabia	0409
Modern Products Company - Jeddah	Saudi Arabia	0411
Nature's Best Health Products Ltd.	U.K.	2454
New Chapter Canada Inc.	Canada	2343
New Chapter, Inc.	Delaware	2342
Olay LLC	Puerto Rico	2159
Oral-B Laboratories	Delaware	0170
P&G Consumer Health Germany GmbH	Germany	2442
P&G Distribution East Africa Limited	Kenya	2062
P&G Distribution Morocco SAS	Morocco	0140
P&G Hair Care Holding, Inc.	Delaware	0066
P&G Health Austria GmbH & Co. OG	Austria	2452
P&G Health France S.A.S.	France	2447
P&G Health Germany GmbH	Germany	2443
P&G Healthcare (Zhejiang) Limited	China	2369
P&G Industrial Peru S.R.L.	Peru	0785
P&G Innovation Godo Kaisha	Japan	2205
P&G Investment Management Ltd.	United Arab Emirates	2458
P&G Israel M.D.O. Ltd.	Israel	0872
P&G Japan G.K.	Japan	2039
P&G K.K.	Japan	0822
P&G Northeast Asia Pte. Ltd.	Singapore	0820
P&G Prestige Godo Kaisha	Japan	0366
P&G South African Trading (Pty.) Ltd.	South Africa	0134
Petersburg Products International LLC	Russia	2021
PG13 Launchpad Alpha, Inc.	Delaware	2461
PG13 Launchpad Beta, Inc.	Delaware	2463
PG13 Launchpad Gamma, Inc.	Delaware	2472
PGT Healthcare LLP	Delaware	2289
Phase II Holdings Corporation	Philippines	
Procter & Gamble (Chengdu) Ltd.	China	0581
Procter & Gamble (China) Ltd.	China	0584
Procter & Gamble (China) Sales Co., Ltd.	China	2294
Procter & Gamble (Egypt) Manufacturing Company	Egypt	0484
Procter & Gamble (Guangzhou) Consumer Products Co., Ltd.	China	2338
Procter & Gamble (Guangzhou) Enterprise Management Service Company Limited	China	2370
Procter & Gamble (Guangzhou) Ltd.	China	0293
Procter & Gamble (Guangzhou) Technology Innovation Co., LTD.	China	2437
Procter & Gamble (Health & Beauty Care) Limited	U.K.	0456
Procter & Gamble (Jiangsu) Ltd.	China	2273
Procter & Gamble (L&CP) Limited	U.K.	0688
Procter & Gamble (Malaysia) Sdn Bhd	Malaysia	0373
Procter & Gamble (Manufacturing) Ireland Limited	Ireland	0352
Procter & Gamble (Singapore) Pte. Ltd.	Singapore	0412



Procter & Gamble Algeria EURL	Algeria	0870
Procter & Gamble Amazon Holding B.V.	Netherlands	2050
Procter & Gamble Amiens S.A.S.	France	0579
Procter & Gamble Argentina SRL	Argentina	0501
Procter & Gamble Asia Pte. Ltd.	Philippines	2286
Procter & Gamble Australia Proprietary Limited	Australia	0255
Procter & Gamble Azerbaijan Services LLC	Azerbaijan	0289
Procter & Gamble Bangladesh Private Ltd.	Bangladesh	0649
Procter & Gamble Blois S.A.S.	France	0730
Procter & Gamble Brazil Holdings B.V.	Netherlands	0987
Procter & Gamble Bulgaria EOOD	Bulgaria	0600
Procter & Gamble Business Services Canada Company	Canada	0836
Procter & Gamble Canada Holding B.V.	Netherlands	0919
Procter & Gamble Chile Limitada	Chile	0536
Procter & Gamble Colombia Ltda.	Colombia	0295
Procter & Gamble Commercial de Cuba, S.A.	Cuba	0298
Procter & Gamble Commercial LLC	Puerto Rico	2053
Procter & Gamble Czech Republic s.r.o.	Czech Republic	0903
Procter & Gamble d.o.o. za trgovinu	Croatia	0751
Procter & Gamble Danmark ApS	Denmark	0736
Procter & Gamble de Venezuela, S.C.A.	Venezuela	2167
Procter & Gamble de Venezuela, S.R.L.	Venezuela	2168
Procter & Gamble Detergent (Beijing) Ltd.	China	0582
Procter & Gamble Deutschland GmbH	Germany	2225
Procter & Gamble Distributing (Philippines) Inc.	Philippines	0829
Procter & Gamble Distributing New Zealand Limited	New Zealand	0392
Procter & Gamble Distribution Company (Europe) BV	Belgium	0511
Procter & Gamble Distribution S.R.L.	Romania	0943
Procter & Gamble do Brasil Ltda.	Brazil	0273
Procter & Gamble do Brazil, LLC	Delaware	0056
Procter & Gamble do Nordeste S/A	Brazil	0272
Procter & Gamble doo Beograd	Serbia and Montenegro	0605
Procter & Gamble DS Polska Sp. z o.o.	Poland	2030
Procter & Gamble Eastern Europe, LLC	Ohio	0083
Procter & Gamble Ecuador Cia. Ltda.	Ecuador	0585
Procter & Gamble Egypt	Egypt	0302
Procter & Gamble Egypt Distribution	Egypt	2148
Procter & Gamble Egypt Holding	Egypt	2147
Procter & Gamble Egypt Supplies	Egypt	2149
Procter & Gamble Energy Company LLC	Ohio	
Procter & Gamble España, S.A.U.	Spain	0747
Procter & Gamble Europe SA	Switzerland	0700
Procter & Gamble Far East, Inc.	Ohio	0051
Procter & Gamble Finance (U.K.) Ltd.	U.K.	0930
Procter & Gamble Finance Holding Ltd.	U.K.	2428
Procter & Gamble Finance Management S.a.r.l.	Luxembourg	2357
Procter & Gamble Financial Investments LLP	U.K.	2427
Procter & Gamble Financial Services Ltd.	U.K.	0602
Procter & Gamble Finland OY	Finland	0737
Procter & Gamble France S.A.S.	France	0577
Procter & Gamble Germany GmbH	Germany	0917
Procter & Gamble Germany GmbH & Co. Operations oHG	Germany	0901
Procter & Gamble Ghana Trading Limited	Ghana	2374
Procter & Gamble GmbH	Germany	0335
Procter & Gamble Grundstücks-und Vermögensverwaltungs GmbH & Co. KG	Germany	2157

Procter & Gamble Gulf FZE	United Arab Emirates	0799
Procter & Gamble Hair Care, LLC	Delaware	0094
Procter & Gamble Health Belgium BV	Belgium	2446
Procter & Gamble Health Limited	India	2449
Procter & Gamble Health Ltd.	U.K.	2445
Procter & Gamble Health Poland Sp. z o.o.	Poland	0978
Procter & Gamble Hellas Single Member Ltd.	Greece	0338
Procter & Gamble Holding (Thailand) Limited	Thailand	0837
Procter & Gamble Holding France S.A.S.	France	0310
Procter & Gamble Holding GmbH	Germany	0330
Procter & Gamble Holding S.r.l.	Italy	0802
Procter & Gamble Holdings (UK) Ltd.	U.K.	0927
Procter & Gamble Home Products Private Limited	India	0572
Procter & Gamble Honduras S de RL	Honduras	2465
Procter & Gamble Hong Kong Limited	Hong Kong	0342
Procter & Gamble Hungary Wholesale Trading Partnership (KKT)	Hungary	0345
Procter & Gamble Hygiene & Health Care Limited	India	0348
Procter & Gamble Inc.	Canada	0283
Procter & Gamble India Holdings, Inc.	Ohio	0095
Procter & Gamble Indochina Company Limited	Vietnam	0693
Procter & Gamble Industrial - 2012 C.A.	Venezuela	2351
Procter & Gamble Industrial e Comercial Ltda.	Brazil	0682
Procter & Gamble Industrial S.C.A.	Venezuela	2162
Procter & Gamble Interamericas de Costa Rica, Limitada	Costa Rica	0656
Procter & Gamble Interamericas de El Salvador, Limitada de Capital Variable	El Salvador	0719
Procter & Gamble Interamericas de Guatemala, Limitada	Guatemala	0718
Procter & Gamble Interamericas de Panama, S. de R.L.	Panama	0396
Procter & Gamble International Operations Pte Ltd	Singapore	2282
Procter & Gamble International Operations SA	Switzerland	0800
Procter & Gamble International Operations SA-ROHQ	Philippines	0753
Procter & Gamble International Sarl	Switzerland	0896
Procter & Gamble Investment Company (UK) Ltd.	U.K.	0928
Procter & Gamble Investment Holding B.V.	Netherlands	2441
Procter & Gamble Italia, S.p.A.	Italy	0357
Procter & Gamble Kazakhstan Distribution LLP	Kazakhstan	2432
Procter & Gamble Korea S&D Co.	Korea	0823
Procter & Gamble Korea, Inc.	Korea	0493
Procter & Gamble Leasing LLC	Ohio	0046
Procter & Gamble Levant S.A.L.	Lebanon	0370
Procter & Gamble Limited	U.K.	0455
Procter & Gamble LLC	Russia	0474
Procter & Gamble Manufacturing (Thailand) Limited	Thailand	0440
Procter & Gamble Manufacturing (Tianjin) Co. Ltd.	China	0676
Procter & Gamble Manufacturing Belgium N.V.	Belgium	0685
Procter & Gamble Manufacturing Berlin GmbH	Germany	2066
Procter & Gamble Manufacturing GmbH	Germany	0613
Procter & Gamble Manufacturing Mexico S. de R.L. de C.V.	Mexico	2373
Procter & Gamble Manufacturing SA (Pty) Ltd	South Africa	2171
Procter & Gamble Marketing Latvia Ltd.	Latvia	0648
Procter & Gamble Marketing Romania SRL	Romania	0575
Procter & Gamble Mataro, S.L.U.	Spain	0423
Procter & Gamble Mexico Holding B.V.	Netherlands	0761
Procter & Gamble Mexico Inc.	Delaware	2393
Procter & Gamble Middle East FZE	United Arab Emirates	2368
Procter & Gamble Nederland B.V.	Netherlands	0505

Procter & Gamble Netherlands Services B.V.	Netherlands	0899
Procter & Gamble Nigeria Limited	Nigeria	0485
Procter & Gamble Norge AS	Norway	0611
Procter & Gamble Operations Polska Sp. z o.o.	Poland	0533
Procter & Gamble Overseas India B.V.	Netherlands	2064
Procter & Gamble Overseas Ltd.	U.K.	0929
Procter & Gamble Pakistan (Private) Limited	Pakistan	0394
Procter & Gamble Peru S.R.L.	Peru	0398
Procter & Gamble Philippines Business Services Inc.	Philippines	2474
Procter & Gamble Philippines, Inc.	Philippines	0403
Procter & Gamble Polska Sp. z o.o	Poland	0404
Procter & Gamble Portugal - Produtos De Consumo, Higiene e Saúde S.A.	Portugal	0570
Procter & Gamble Product Supply (U.K.) Limited	U.K.	0661
Procter & Gamble Productions, Inc.	Ohio	0004
Procter & Gamble Productos de Consumo, S.L.U.	Spain	2310
Procter & Gamble Retail Services Sarl	Switzerland	2435
Procter & Gamble RHD, Inc.	Ohio	0018
Procter & Gamble RSC Regional Service Company Ltd.	Hungary	0908
Procter & Gamble S.r.l.	Italy	0591
Procter & Gamble Service, GmbH	Germany	0640
Procter & Gamble Services (Switzerland) SA	Switzerland	0752
Procter & Gamble Services Company N.V.	Belgium	0270
Procter & Gamble Services LLC	Russia	0779
Procter & Gamble Sverige AB	Sweden	0118
Procter & Gamble Switzerland SARL	Switzerland	0430
Procter & Gamble Taiwan Limited	Taiwan	0438
Procter & Gamble Taiwan Sales Company Limited	Taiwan	2355
Procter & Gamble Technical Centres Limited	U.K.	0687
Procter & Gamble Technology (Beijing) Co., Ltd.	China	0692
Procter & Gamble Trading (Thailand) Limited	Thailand	0441
Procter & Gamble Tuketim Mallari Sanayii A.S.	Turkey	0444
Procter & Gamble UK	U.K.	0686
Procter & Gamble UK Group Holdings Ltd	U.K.	2211
Procter & Gamble UK Parent Company Ltd.	U.K.	2287
Procter & Gamble Universal Holding B.V.	Netherlands	2344
Procter & Gamble Vietnam Company Limited	Vietnam	0609
Procter & Gamble West Africa Sarl	Switzerland	2358
Procter & Gamble, Spol. s.r.o. (Ltd.)	Slovak Republic	0556
Procter & Gamble-Rakona s.r.o.	Czech Republic	0300
Procter and Gamble Lanka (Private) Limited	Sri Lanka	0662
Progam Realty & Development Corporation	Philippines	0601
PT Procter & Gamble Home Products Indonesia	Indonesia	0604
PT Procter & Gamble Operations Indonesia	Indonesia	2280
Redmond Products, Inc.	Minnesota	
Richardson-Vicks Real Estate Inc.	Ohio	0068
Riverfront Music Publishing Co., Inc.	Ohio	0041
Rosemount LLC	Delaware	0057
Series Acquisition B.V.	Netherlands	0143
Seven Seas Limited	U.K.	2444
Shulton, Inc.	New Jersey	0012
Snowberry New Zealand Limited	New Zealand	2439
SPD Development Company Limited	U.K.	2156
SPD Swiss Precision Diagnostics GmbH	Switzerland	2151
Sunflower Distributing LLC	Delaware	
Tambrands Inc.	Delaware	0089
TAOS - FL, LLC	Florida	

Temple Trees Impex & Investment Private Limited	India	0659
The Dover Wipes Company	Ohio	0065
The Gillette Company LLC	Delaware	0069
The Procter & Gamble Distributing LLC	Delaware	0003
The Procter & Gamble Global Finance Company, LLC	Ohio	0020
The Procter & Gamble Manufacturing Company	Ohio	0002
The Procter & Gamble Paper Products Company	Ohio	0007
The Procter & Gamble U.S. Business Services Company	Ohio	0005
This is L. Inc.	Delaware	2457
US CD LLC	Delaware	2152
Vidal Sassoon (Shanghai) Academy	China	0798
VitaminHaus Pty Ltd	Australia	2477
VitaminHaus Pty Ltd	U.K.	2478
Walker & Co. Brands, Inc.	Delaware	2456
Winc Design Limited	Hong Kong	2466
Zenlen, Inc.	Delaware	2438

## SCHEDULE 2

**LIST OF DATA IMPORTERS (Data importer to include if applicable)**