

Exhibit D: Privacy Agreement for Non-Data Processors (P&G Sharing Personal Data)

[Insert FULL NAME and ADDRESS] (“COMPANY”) will receive PERSONAL DATA from **The Procter & Gamble Company**, with address at One Procter & Gamble Plaza, Cincinnati, Ohio, United States of America, 45202 and its affiliates and subsidiaries (“P&G”) pursuant to an arrangement between COMPANY and P&G (collectively the “PARTIES”). Both PARTIES will comply with the terms of this agreement, including any applicable attachments (the “PRIVACY AGREEMENT”).

This PRIVACY AGREEMENT is part of the commercial terms, including the service description, such as a statement of work, purchase order, proposal, or other description (collectively, “AGREEMENT”).

1. Scope: This PRIVACY AGREEMENT applies to the PERSONAL DATA received by COMPANY from P&G pursuant to the AGREEMENT. For clarity, this PRIVACY AGREEMENT does not apply to, limit, or prohibit the use of, any PERSONAL DATA controlled or held by a PARTY which was obtained independently from other sources and not pursuant to the AGREEMENT, even if such data is duplicative of the data listed in Section 5 below. In the event COMPANY also acts a PROCESSOR for P&G, this PRIVACY AGREEMENT shall not apply, and the PARTIES will ensure a separate Data Processing Agreement that complies with APPLICABLE DATA PROTECTION LAWS is in place for such services.
2. Definitions
 - a) “APPLICABLE DATA PROTECTION LAWS” means all privacy or data protection laws applicable to the processing of PERSONAL DATA, including local, state, national and/or foreign laws, treaties, and/or regulations such as, but not limited to, the General Data Protection Regulation (EU) 2016/679 (GDPR) and implementations of the GDPR into national law or the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, “CCPA/CPRA”).
 - b) “PERSONAL DATA” means any information that (i) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or (ii) would be considered personal information or personal data as such term/concept is defined by APPLICABLE DATA PROTECTION LAWS.
 - c) “PROCESSOR” means a natural or legal person, public authority, agency, or another body which processes PERSONAL DATA on behalf of another entity, as further defined by the APPLICABLE DATA PROTECTION LAWS, regardless of whether such laws specifically refer to a “Data Processor” or instead refer to an analogous term or concept (such as a “Service Provider”).
3. Materiality: If either PARTY fails to comply with this PRIVACY AGREEMENT, then the other PARTY is entitled to terminate the AGREEMENT with immediate effect, without any penalty, liability, or further obligation.
4. Conflict: In the event of a conflict, the terms of this PRIVACY AGREEMENT will take precedence over the AGREEMENT, including other Exhibits and Attachments to the AGREEMENT and the terms of any purchase orders, releases, supplemental agreement, or other means of ordering services.
5. Details of PERSONAL DATA:
 - a) In connection with this PRIVACY AGREEMENT, COMPANY will receive the following PERSONAL DATA from P&G: **[describe data]**.
 - b) The PERSONAL DATA received by the COMPANY will be used for **[describe uses, e.g., creating user profiles, sending and receiving marketing communications and transactional communications, research programs, etc.]** unless otherwise agreed or as required under any APPLICABLE DATA PROTECTION LAWS.
6. Obligations of P&G: P&G warrants and undertakes that all PERSONAL DATA will be processed and transferred pursuant to this PRIVACY AGREEMENT in accordance with APPLICABLE DATA PROTECTION LAWS.
7. Obligations of the COMPANY: COMPANY warrants and undertakes that:
 - a) COMPANY will comply with all APPLICABLE DATA PROTECTION LAWS in its use of the PERSONAL DATA it receives from P&G under this PRIVACY AGREEMENT.

- b) COMPANY will develop, maintain, and implement a comprehensive written information security program that complies with all APPLICABLE DATA PROTECTION LAWS. Such information security program will include appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of PERSONAL DATA; (ii) protect against any anticipated threats or hazards to the security and integrity of PERSONAL DATA; and (iii) protect against any actual or suspected unauthorized processing, loss, use, disclosure, or acquisition of or access to any PERSONAL DATA.
- c) Where COMPANY, with the consent of P&G, provides access to PERSONAL DATA to a third party or engages a PROCESSOR, COMPANY will enter into a written data processing agreement with each PROCESSOR that complies with APPLICABLE DATA PROTECTION LAWS.
- d) COMPANY will notify P&G, through P&G’s project manager and securityincident@pg.com, of any actual or suspected breach or compromise of PERSONAL DATA within 48 hours of learning of the incident. The PARTIES acknowledge that this notification is made for informational purposes only and in no way relieves COMPANY of its obligations under APPLICABLE DATA PROTECTION LAWS, including COMPANY’s obligation to make any necessary notifications to data subjects, regulators, or other parties.

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

9. Indemnification:

- a) COMPANY shall fully and effectively defend, indemnify and hold harmless P&G, its affiliates and their directors, shareholders, officers, agents, suppliers and employees from and against any claims, demands, causes of action, expenses, damages, losses, costs, fees, or penalties arising from: (i) a breach by COMPANY, or any of its agents, contractors or subcontractors, of any of the provisions of this PRIVACY AGREEMENT or APPLICABLE DATA PROTECTION LAWS, or (ii) any breach or compromise of PERSONAL DATA received by COMPANY, or any of its agents, contractors or subcontractors, from P&G pursuant to the AGREEMENT.
- b) P&G shall fully and effectively defend, indemnify and hold harmless COMPANY, its affiliates and their directors, shareholders, officers, agents, suppliers and employees from and against any claims, demands, causes of action, expenses, damages, losses, costs, fees, or penalties arising from a breach by P&G, or any of its agents, contractors or subcontractors, of any of the provisions of this PRIVACY AGREEMENT or APPLICABLE DATA PROTECTION LAWS.

ACCEPTED:

COMPANY NAME (“COMPANY”)

Name Typed/Printed:

Title:

Signature:

Date

P&G NAME: The Procter & Gamble Company

Name Typed/Printed:

Title: Purchasing Manager

Signature:

Date:

Attachment 1: EEA/Switzerland/UK Additional Terms

1. Scope: This Attachment shall apply in the event that COMPANY receives from P&G PERSONAL DATA of data subjects located in the European Economic Area, Switzerland, or the United Kingdom.
2. Definitions:
 - a) "CONTROLLER" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of PERSONAL DATA, as further defined by the APPLICABLE DATA PROTECTION LAWS, regardless of whether such laws specifically refer to a "Data Controller" or instead refer to an analogous term or concept.
 - b) "DATA PRIVACY FRAMEWORK" means, collectively, the EU-U.S. Data Privacy Framework, Swiss-U.S. Data Privacy Framework, and UK Extension to the EU-U.S. Data Privacy Framework (as applicable).
3. Relationship of the PARTIES: The PARTIES expressly acknowledge and agree that they each qualify as an independent CONTROLLER in respect to their processing of PERSONAL DATA and that, in such capacity, they are each fully responsible for compliance with APPLICABLE DATA PROTECTION LAWS
4. Cross-Border Data Transfers and Privacy Shield: In addition to the Cross-Border Data Transfer requirements in Clause 9 above, COMPANY shall provide at least the same level of privacy protection for PERSONAL DATA received by P&G as is required by the DATA PRIVACY FRAMEWORK principles and promptly notify P&G if at any time COMPANY makes a determination that it can no longer meet this obligation. Upon such a determination, COMPANY shall cease PROCESSING PERSONAL DATA or take other reasonable and appropriate steps to remediate any PROCESSING of PERSONAL DATA not in compliance with the DATA PRIVACY FRAMEWORK principles. COMPANY shall PROCESS PERSONAL DATA only for limited and specified purposes consistent with the consent provided by the relevant EEA, UK and/or Swiss data subjects. As required or upon request, COMPANY agrees that P&G may provide a summary or copy of this AGREEMENT to any government agency.

Attachment 2a: California Additional Terms for “Contractors”

1. Scope: This Attachment shall apply in the event that COMPANY receives from P&G PERSONAL DATA of California residents for which COMPANY is a “CONTRACTOR,” as defined by the CCPA/CPRA (that is, the COMPANY is a person to whom P&G makes available PERSONAL DATA for a BUSINESS PURPOSE, pursuant to a written contract, provided that the contract includes the specific limitations as set forth below).
2. Definitions: Any uppercase term used but not defined elsewhere in the PRIVACY AGREEMENT shall have the meaning ascribed to it in the CCPA/CPRA.
3. Privacy of PERSONAL DATA:
 - a) COMPANY represents, warrants and covenants as follows:
 - i. COMPANY is acting solely as a CONTRACTOR with respect to PERSONAL DATA.
 - ii. COMPANY shall not SELL or SHARE PERSONAL DATA. COMPANY also shall not (1) retain, use or disclose PERSONAL DATA (i) for any purpose other than for the specific BUSINESS PURPOSE of performing the SERVICES, or (ii) outside of the direct business relationship between COMPANY and P&G, or (2) combine PERSONAL DATA received pursuant to the AGREEMENT with PERSONAL DATA received from or on behalf of another person(s), or collected from COMPANY’s own interactions with individuals, unless permitted by the CCPA/CPRA.
 - iii. COMPANY shall comply with all applicable provisions of the CCPA/CPRA and provide the level of privacy protection for PERSONAL DATA as is required by the CCPA/CPRA.
 - iv. P&G may take any reasonable and appropriate steps to ensure that COMPANY uses PERSONAL DATA in a manner consistent with P&G’s obligations under the CCPA/CPRA, and upon notice to COMPANY, P&G may take any reasonable and appropriate steps to stop and remediate the unauthorized use of PERSONAL DATA.
 - v. COMPANY shall promptly notify P&G if at any time COMPANY makes a determination that it can no longer meet its obligations under this PRIVACY AGREEMENT or CCPA/CPRA.
 - vi. If COMPANY subcontracts or otherwise delegates or assigns any of its rights or obligations related to PERSONAL DATA under the AGREEMENT to a third party (“SUBCONTRACTOR”), COMPANY shall notify P&G of such engagement and enter into a written agreement with each such SUBCONTRACTOR that imposes obligations on the third party that are similar in all material respects to those imposed on COMPANY under this PRIVACY AGREEMENT.
 - vii. P&G shall have the right to monitor SELLER’s compliance with this PRIVACY AGREEMENT through measures including, but not limited to, ongoing manual reviews and automated scans, and regular assessments, audits, or other technical and operational testing at least once every twelve (12) months.
 - b) The PARTIES acknowledge and agree as follows:
 - i. The PERSONAL DATA that P&G discloses to COMPANY is provided to COMPANY only for the limited and specified BUSINESS PURPOSES of COMPANY’s performance of the SERVICES as set forth in the AGREEMENT.
 - ii. P&G does not SELL PERSONAL DATA to or SHARE PERSONAL DATA with COMPANY in connection with the AGREEMENT.
 - iii. During the time the PERSONAL DATA is disclosed to COMPANY, P&G has no knowledge or reason to believe that COMPANY is unable to comply with the provisions of this PRIVACY AGREEMENT or the CCPA/CPRA.
 - c) COMPANY certifies that it understands and will comply with the requirements and restrictions set forth in this PRIVACY AGREEMENT.