Expectations of P&G Suppliers Using Artificial Intelligence (AI) in their P&G Work

(last updated November 2024)

- o To the extent your contract with P&G requires you to keep P&G data confidential and to use it only for providing P&G services: These protections apply to your employees, to your subcontractors, and to the tools you use to deliver P&G work. In the case of AI, any such commitment of confidentiality also means you must not use tools or platforms that could expose P&G data to anyone else without P&G's prior written consent. This includes publicly available platforms like chatGPT or any internal tool that could use prompts and inputs to further train the AI model, even if inadvertently and resulting from a technical setting alone. P&G expects you to undertake appropriate due diligence on these platforms and tools before use, ensuring proper measures are in place to protect P&G data and to avoid training any AI model on our proprietary data.
- o Your contract with P&G also requires you to provide goods and services that do not infringe the rights of others and that are fit for the use P&G has specified. Some AI tools may have built their training libraries from third-party data covered by privacy, copyright, right of publicity (name, image, likeness, voice) or other intellectual property protections. You must ensure that any goods and services you provide to P&G do not violate any such rights. P&G does not accept, and our contract with your company would not permit, an approach that passes potential liabilities onto P&G because of the tools you have chosen to do your work. Again, we expect you to undertake appropriate due diligence on AI platforms and tools before use to ensure that all privacy and intellectual property rights are respected, without risk to the deliverables you provide for P&G. We also request you do not input any personal data provided by or processed on behalf of P&G into generative AI tools (including personal data about P&G consumers, employees, or shareholders), unless you have specific approval from P&G to do so.
- Your contract with P&G requires you to follow all applicable laws. We expect business partners working with P&G to follow the law and deliver the work for P&G in a compliant way because it is the right thing to do—not simply because a contract requires it. In this evolving area, we expect you to monitor AI requirements in markets where you work with P&G, avoiding any AI systems or use cases that are prohibited by law when performing or delivering work for P&G. If you have any questions on such legal prohibitions, consult with appropriate counsel.

As Al becomes more prevalent, the expectations and requirements of Al may increase as well. We expect that our business partners who use Al in their work for P&G inform their P&G counterparts. These partners may be asked to undertake specific due diligence, depending on the goods and services. This is important not only to comply with the emerging legal requirements and the industry norm on Al transparency but also to ensure suppliers have proper human oversight and other appropriate controls. If you have further questions, please follow up with your P&G Purchases contact or <u>ai.im@pg.com</u>.