Exhibit A
P&G Privacy Requirements

This Exhibit A applies to any Memorandum Of Agreement, Master Services Agreement, purchase orders, releases or other means of ordering (“AGREEMENT”) between SELLER and BUYER.

SELLER will comply with the privacy provisions set forth in this Exhibit A (“PRIVACY REQUIREMENTS”) if SELLER accesses, collects, stores, transmits, discloses, processes, and/or otherwise uses any information that (i) independently identifies a distinct individual, (ii) in combination with information that a party has at its reasonable disposal, can be used to identify a distinct individual, or (iii) would be considered personal information as such term/concept is defined by applicable law (“PII”).

PII obtained by SELLER independent of this AGREEMENT is not considered PII for the purposes of this Exhibit unless it is used in connection with SELLER performing under the AGREEMENT.

The PRIVACY REQUIREMENTS will survive for so long as SELLER has such PII in its control or custody.

General Terms

1. **Subcontractors:** SELLER will obtain BUYER’s written consent before providing PII and/or access to BUYER networks/systems to any third party, including affiliates of SELLER (“SUBCONTRACTOR”). SELLER will cause any SUBCONTRACTOR to adhere to requirements no less rigorous than those set forth in this Exhibit.

2. **Materiality:** If SELLER fails to comply with the REQUIREMENTS then BUYER is entitled to either suspend SELLER’s performance under the AGREEMENT or terminate this AGREEMENT with immediate effect, without any penalty, liability or further obligation.

3. **Conflict:** In the event of a conflict, the terms of Exhibit A will take precedence over the AGREEMENT including other Exhibits and Attachments to the AGREEMENT and the terms of any purchase orders, releases, supplemental agreement or other means of ordering services.

Privacy Requirements

4. **Administration:** Consistent with the size and complexity of its organization, SELLER will maintain its own privacy program that manages its handling of personal information and includes a documented data breach response. SELLER will appoint (or have appointed) a leader to oversee this privacy program.

5. **Ownership:** As between the PARTIES, all PII is and remains the property of BUYER regardless of what party has custody of such information.
6. **Usage**: SELLER will only collect, store, transmit, disclose, process, destroy, or otherwise use any PII ("Use") in accordance with BUYER instruction and never in a manner that violates applicable law or fails to meet the requirements set forth in this Exhibit. SELLER will not distribute, sell, license, lease, transfer, or otherwise convey PII for SELLER’s own purposes or for the benefit of any party other than BUYER, in each case, without BUYER’s prior written consent.

7. **Collection**:
   a. To the extent SELLER collects PII on BUYER’s behalf, SELLER will only collect that PII necessary to perform its BUYER contracted services or to otherwise fulfill BUYER’s instructions on collection.
   
   b. SELLER will not collect PII online from individuals under the age of 13 or knowingly provide BUYER with PII collected from individuals under the age of 13 without BUYER prior written consent and instruction.
   
   c. SELLER will notify BUYER about the methods of operation and data collection capabilities for any cookie, Javascript, pixel, beacon, statistical ID, probabilistic ID, UDID, similar tracking mechanism(s), or other method of monitoring a user or device across web and/or app locations or properties ("Tracking Technologies") SELLER intends to use and will not use such Tracking Technologies without BUYER’s prior written consent. SELLER will never use Tracking Technologies that: (i) use Flash local shared objects, (ii) fail to provide users with an opportunity to control the use of such Tracking Technologies, (iii) are deployed on behalf of other parties (so-called “fourth-party” tracking or “piggybacking”), or (iv) circumvent user preferences as designated in Web browser privacy controls.

8. **Data Location**: Unless otherwise agreed upon by the PARTIES, SELLER will Use PII only in (i) the United States, (ii) the jurisdiction in which the data subject resides, or (iii) the European Economic Area (“EEA”) if the data subject resides anywhere within the EEA.

9. **Legal Compliance**:
   a. SELLER will and will cause any person or entity acting on its behalf to fully comply with all applicable governmental, legal, regulatory and professional requirements, relating to privacy.
   
   b. SELLER will handle all PII of Massachusetts residents strictly in accordance with the Massachusetts Code of Regulations, 201 CMR §§ 17.00 et. seq., as applicable.
   
   c. If SELLER has access to “protected health information” (as such term is defined by the HIPAA Privacy Rule), then SELLER will notify BUYER and enter into a Business Associate AGREEMENT (“BAA”) in a form that meets minimum legal requirements and is mutually acceptable to the parties.
d. For purposes of EU Data Protection Legislation, SELLER is considered a Data Processor in relation to the PII it accesses under the AGREEMENT and BUYER the Data Controller. To the extent laws associated with cross-border data transfers or the Use of PII require collaboration between BUYER and SELLER, SELLER agrees to cooperate with BUYER to do so and to promptly complete any related contractual and/or administrative requirements (for example, EU Data Transfer Agreements). Any such resulting documentation that is not attached in Exhibit B to the AGREEMENT but creates obligations for one or both of the parties concerning PII shall be considered incorporated by reference hereto.

e. Seller will Use Buyer PII in accordance with the principles set forth in the EU-U.S. and Swiss-U.S. Safe Harbor frameworks.

10. Breach Response: SELLER will notify BUYER of any actual or suspected breach or compromise of PII (“Data Breach”) as soon as possible after becoming aware of the incident, which may be sooner but no later than within two days of learning of the incident. Upon learning of the Data Breach, at its own cost, SELLER will: (i) promptly remedy the Data Breach to prevent any further loss of data, (ii) begin a thorough investigation of the incident, and (iii) take reasonable actions to mitigate any future potential harm to BUYER. SELLER will regularly communicate the progress of its investigation to BUYER and cooperate to provide BUYER any additional requested information in a timely manner. Unless legally required otherwise, and in order to ensure consistent and appropriate communication, SELLER will first inform BUYER of any Data Breach of BUYER’S PII and obtain BUYER’S written consent (email permissible) before informing any third party of the Data Breach (including regulators, law enforcement or impacted individuals) or referencing BUYER or BUYER’S affiliates in any external Data Breach communication. Notwithstanding the foregoing, SELLER is entitled to inform, at its own discretion, other entities directly impacted by the underlying incident and any breach response professionals, however in so doing, may make no reference, implied or actual, concerning BUYER.

11. Information Security: Seller will implement reasonable physical, administrative and technical security controls to protect PII and as further specified in Exhibit C – P&G Information Security Requirements.