Data Protection, Privacy Schedule and Cyber Security Policy

Version October 2024

1. The definitions below will have the following meaning:

"**Controller**", "**Personal Data Breach**" "**Data Subject**", "**Personal Data**" "**Processing**" (including the derivatives "**Processed**" and "**Process**") and "**Processor**", have the meanings given in the Data Protection Laws. For purposes of this Schedule, the term "**Data Subject**" shall be interpreted to include "**Consumer**" as defined in CCPA or other Data Protection Laws in the United States, the term "**Personal Data**" shall be interpreted to include "**Personal Information**" as defined in CCPA or other Data Protection Laws in the United States, the term "**Controller**" shall be interpreted to include "**Business**" as defined in the CCPA, and the term "**Processor**" shall be interpreted to include "**Service Provider**" or "**Contractor**" as each are defined in CCPA;

"**Data Protection Laws**" means any applicable law relating to the Processing, privacy, and use of UPD including: (i) European Parliament Regulation (EU) 2016/679 (the "**GDPR"**); (ii) any corresponding national laws or regulations including any laws implementing the GDPR; (iii) the Data Protection Act 2018 (the "**Data Protection Act**") and the UK GDPR (as defined in the Data Protection Act); (iv) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Consumer Privacy Rights Act of 2020, and its implementing regulations (the "**CCPA**") and other U.S. local, state, or federal laws, rules, or regulations governing the Processing of UPD; and (v) any corresponding guidance, codes or certification mechanisms of the relevant regulator or supervisory authority regarding such laws;

"**including**", "**includes**" means "**including/includes without limitation**";

"**UPD**" means Personal Data provided or made available to Supplier by (or collected or created for) Unilever or a UGC or a Buyer in connection with this Agreement.

"**Unilever Data**" means data relating to any UGC (including financial, operational, supply chain, customer, consumer and other related forms of data) or any supplier of any UGC provided or made available to Supplier or any other Supplier group company under this Agreement or any Local Service Agreement and shall include all data generated pursuant to this Agreement. For the sake of clarity, Unilever Data includes Confidential Information and UPD.

"**Cyber Security Incident**" means where (i) Unilever Data is intentionally or unintentionally disclosed to an unauthorised environment or recipient, or (ii) there is an unauthorised access of Unilever Data and/or to Unilever systems including but not limited to applications, services, networks, and /or devices, or there are multiple attempts to do (i) or (ii).

"**SCCs**" means the standard contractual clauses annexed to EU Decision 914/2021/EU of 4 June 2021 (as updated/replaced) from time to time) and/or where relevant UK or Swiss International Data Transfer Addendum to the SCCs, and/or, if applicable any legally equivalent contractual clauses issued or adopted by a corresponding regulator and/or Government.

2. Reference to laws (i) includes subordinate legislation; and (ii) means that law as amended or re-enacted from time to time. An obligation to perform "**in accordance with Data Protection Laws**" (or similar) means in accordance with the corresponding Data Protection Laws in force at the time of performance.

3. A reference to UGC in this clause means the UGC or Buyer that is the Controller of the relevant UPD for the particular Processing.

4. For the Services, Supplier is a Processor acting only on UGC's documented instructions. The context for and purposes of Processing UPD is Supplier's provision of the Services under this Agreement. It will include all Processing activities required to perform the Services, will relate to various categories of Personal Data (which may include personal and business contact details, employment details , marketing information, consumer details, customer details, business partner details, financial or payment details) and will affect Data Subjects (which may include UGC employees and staff, consumers, customers, suppliers, business partners and clients), as more particularly recorded by the parties. No special categories of Personal Data will be Processed without UGC's prior written approval. UPD shall be Processed for the Agreement duration and following termination or expiry as required to comply with the deletion/return obligations below.

5. The parties may, individually as separate Controllers, need to Process Personal Data of each other's representatives. Supplier may also Process UPD for the purposes of providing the Services as a separate Controller in some respects, as agreed in writing by the parties.

6. Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC.

7. Supplier shall: (i) comply with and Process all UPD in accordance with applicable Data Protection Laws; (ii) co-operate and assist UGC with any data protection impact assessments and consultations with, or notifications to, or responding to questions from or investigations by regulators or supervisory authorities; (iii) promptly (and in any event within two business days) forward to UGC and otherwise cooperate with and assist UGC promptly with any Data Subject requests under Data Protection Laws and/or any other complaints or claims relating to the Processing of UPD; and (iv) promptly inform UGC if any of its instructions infringe Data Protection Laws.

8. In addition to the other provisions of this Agreement, the following provisions also apply to UPD, to the extent it is subject to Data Protection Laws of the United States: (i) the parties agree that the instructions and details for Supplier's Processing and the specific "**business purpose**", as "business purpose" is defined under CCPA, of Supplier's Processing of UPD are set forth in clause 4. UGG is providing UPD to Supplier only for the limited and specified purposes listed in clause 4 ; (ii) Supplier shall not: (a) "**sell**" or "**share**" UPD, as "**sell**" and "**share**" are defined under CCPA; (b) retain, use, or disclose UPD: (i) for any purpose other than those listed in clause 4, unless permitted by Data Protection Laws, (ii) for a commercial or any other purpose other than for the specific purpose of providing, managing, or supporting the Services, or as otherwise permitted by the Data Protection Laws, or (iii) outside of the direct business relationship between Supplier and UCG , unless expressly permitted by Data Protection Laws; or (c) combine UPD that Supplier receives from or on behalf of UGC with Personal Data that Supplier receives from or on behalf of another person, or collects from its own interaction with an individual, unless permitted by Data Protection Laws; (iii) Supplier shall notify UGC after its determination that it can no longer meet its obligations under Data Protection Laws; and (iv) Supplier hereby grants UCG the right, upon notice, to take reasonable and appropriate steps to stop and remediate any of Supplier's use of UPD. To the extent that Supplier is deemed to be a "**Contractor**" (as such term is defined under the CCPA), Supplier certifies that it understands the restrictions on its Processing of UPD as set forth in this Agreement and will comply with them.

9. Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.

10. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 15 business days of UGC's instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC's option, Supplier shall securely delete or return that data to UGC or to a third party nominated in writing by UGC and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.

11. If Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such to UGC and cooperate and assist UGC with responding to such as directed by UGC.

12. Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect UPD against a Personal Data Breach; and to manage the risk of a Cyber Security Incident, which shall at all times satisfy, at a minimum, the standards required by Data Protection Laws or Cyber Security regulations and legislation. Supplier shall also cooperate and assist UCG with its security obligations under the Data Protection Laws.

13. If Supplier becomes aware of any Personal Data Breach or Cyber Security Incident, it shall without undue delay (and in any event within 24 hours) notify UGC, providing all relevant information, investigate the Personal Data Breach or Cyber Security Incident, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed related information throughout), and, as directed by UGC, cooperate in informing the relevant supervisory authorities or affected Data Subjects.

14. Supplier may appoint sub-processors or allow its group companies to Process UPD, provided it is in compliance with this Section. Supplier shall notify UGC before the appointment of a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. Supplier shall use its reasonable endeavours to respond to any objection raised by UGC including, if UGC's objection cannot be adequately addressed, the appointment of an alternative sub-processor.

15. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor's performance, as well as for any of its acts or omissions relating to its Processing of Personal Data.

16. Supplier (or any subcontractor) shall only transfer UPD from the UK/Switzerland/EEA to a country outside the UK/Switzerland EEA or an international organisation where such transfer has been approved in writing by UGC.

17. All international transfers of Personal Data shall be subject to appropriate safeguards, and otherwise comply with Data Protection Laws.

18. Where Supplier is located outside of the EU/EEA or UK/Switzerland, the Parties hereby enter into the SCCs, Module One ("**Transfers Controller to Controller**") and/or Two ("**Transfers Controller to Processor**") as applicable and the relevant UK and Swiss International Data Addendums, as applicable with UCG as the Exporter and Supplier as the Importer. Where required by other Data Protection Laws Supplier will enter into SCCs with its data processors and obtain any necessary statutory approvals for such transfer of Personal Data.

19. For transfers approved by UGC not covered by clauses 16, 17 and 18Supplier may only transfer UPD outside of the originating country with the written consent of UGP and where any such transfer complies with applicable Data Protection Laws.

20. Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule (promptly providing these to UGC on request) and allow for audits by UGC or its designated representatives.