

**Contract Change Control Notice ("CCN")****Digital Web Call Off Agreement dated 5th May 2020****Between Unilever Business and Marketing Support AG****and Accenture (UK) Limited**

CCN Number: 01	Date CCN Raised: 16th October 2020	CCN Originator: Unilever
Change to: Digital Web Call-Off Agreement		Region(s) impacted: UK
Title: Addition of one .Net resource to the Digital Web Call-Off Agreement		
Date Change requested: 16 th October 2020		Change Request Originator: Unilever
Section 1: Description of and reason for the Change		
<p>Unilever has requested and Accenture has agreed to provide one additional .Net resource to work in one of the squads on Digital Web Estate from November 2, 2020. This will impact the Digital Web Charges in Schedule 4 of the COA.</p> <p>Detailed description of the scope/activities:</p> <ul style="list-style-type: none"> • Provide deep technical expertise, in below mentioned specific technology area(s), based on years of extensive hands on experience. <ul style="list-style-type: none"> ○ .net, SQL Server, Visual Studio • Performs technical design, coding and testing for assigned stories of the project • Identification & implementation of config changes to application so that they meet business process requirement • Planning & implementation of all actions required to deploy the application both technically and functionally <p>The .Net resource shall report directly to Unilever during the term of this CCN1. The parties may increase, reduce or change the applicable Supplier Personnel and/or the Services by mutual written agreement.</p> <p>Parties hereby agree to add the attached Appendix O - RESOURCE AUGMENTATION STANDARD TERMS to Schedule 1 - Service Description of Digital Web COA.</p>		
Section 2: Impact Analysis		
As per Section 1		
Section 3: Full details of the agreed Change (including schedules and appendices)		
<ul style="list-style-type: none"> • As a result of the addition of one .Net resource to the Digital Web effort, the Digital Web Services Charges values in Appendix A to COA Schedule 4 "Charges" shall be updated as indicated in Section 5. 		

- The effort added to the Digital Web Services under this CCN1 results in an increment of the Digital Web Service Charges of € 9,700 for a period commencing from November 2, 2020 till January 15, 2021.

Section 4: Timetable for implementation of the Change

- The additional resource shall be provided from November 2, 2020 till January 15, 2021.
- The changes agreed under this CCN1 shall apply upon signature.

Section 5: Minimum Pricing Information

The following shall be added to Appendix C of COA Schedule 4 – Charges

Accenture will perform the Services under this CCN1 on Time and Material basis. Based on the terms set forth in this CCN1, the Supplier's Estimated Total Fees for its Services as defined above will be € 9,700.

Charges shall be invoiced monthly in arrears.

Resource Description	Daily Rate (in EURO)	Full Time Equivalent	Total estimate days	Total Estimated Fee (in EURO)
NewIT - Level 9	€ 194	1.00	50	€ 9,700

Invoicing schedule:

#Months	Estimated fee
Nov 20 – FY 2020	€ 3,686
Dec 20 – FY 2020	€ 4,074
Jan 21 – FY 2020	€ 1,940

Section: CCN Approval

For **Unilever Business and Marketing Support AG**

Signature

DocuSigned by:

Maneesh

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Name Maneesh

Title Managing Director

For **Accenture (UK) Limited**

Signature

DocuSigned by:

Suresh Mandalika

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Name Suresh Mandalika

Title Director, Consumer Engagement Platforms

APPENDIX O

RESOURCE AUGMENTATION STANDARD TERMS

The following is a statement of the terms of business under which Accenture provides to Unilever the Supplier Personnel referred to in the accompanying PWO where a Project is a Resource Augmentation Project.

1 SERVICES

1.1 Unilever may from time to time ask Accenture to provide Supplier Personnel to Unilever by way of secondment. If, in response to a request from Unilever to provide Supplier Personnel, Accenture agrees to provide such Personnel, the parties shall enter into a PWO setting out their agreement in respect of the provision of such Personnel. Accenture shall have no obligation to provide any Personnel until both parties shall have signed and delivered a PWO relating to such Personnel.

1.2 Accenture shall arrange to provide to Unilever, by way of secondment, Supplier Personnel to perform the Services by providing Personnel who have sufficient qualification, knowledge, skills and experience to perform the activities described in the accompanying PWO. The Services to be provided by the Supplier Personnel are set forth in the accompanying PWO. The parties may increase, reduce or change the applicable Supplier Personnel and/or the Services by mutual written agreement.

1.3 In respect of each Supplier Personnel during the period of secondment and for the purposes of the secondment of such Personnel to Unilever:

1.3.1 the Supplier Personnel shall report directly to Unilever. Unilever shall be responsible for the direction, supervision, management and performance of such Personnel to the extent related to the performance of the Services and in this regard shall be solely responsible for the results of both performance of such Personnel and all related quality control measures (including quality of work product generated by such Personnel or with which such Personnel are involved) in connection with the Services. On occasion, the Supplier Personnel may wish to consult with others at Accenture or at another entity within the Accenture Group on particular matters and Accenture shall allow such discussion and consultation and Unilever shall permit them to do so. Any such consultation that may occur shall have no bearing on nor shall it change Unilever's responsibility with respect to the direction, supervision, management and performance of such Personnel to the extent related to the performance of the Services and in this regard Unilever shall remain solely responsible for the results of both performance of such Personnel and all related quality control measures (including quality of work product generated by such Personnel or with which such Personnel are involved) in connection with the Services;

1.3.2 the Supplier Personnel shall provide the Services at the required Unilever premises or such other premises as Unilever shall direct (after having agreed this with Accenture in the relevant PWO) and shall observe Unilever's reasonable rules, policies and procedures regarding working conditions, practices and hours of work to the extent such policies are made known to the Supplier Personnel.

The Supplier Personnel shall also comply with Unilever's reasonable and lawful instructions. Unilever shall use its reasonable endeavours to assist Accenture and/or the relevant Accenture Group entity

which employs such Personnel in complying with their respective duties under the Working Time Regulations 1998 and any other relevant legislation and any statutory re-enactment or modification thereof in respect of Supplier Personnel and Unilever shall ensure that its working conditions, practices and the hours of work to which it requires Supplier Personnel to adhere during the period of secondment do not conflict with this obligation; and

1.3.3 if, for any reason, any Supplier Personnel is unable to complete the intended period of secondment or if his or her performance does not meet Unilever's expectations, Accenture will provide a suitable replacement who has equivalent knowledge, skills and experience within a reasonable period of time for the remainder of the term set out in the PWO.

1.4 The parties acknowledge that the provision by Accenture of Supplier Personnel on secondment shall not operate so as to transfer employment of such Personnel to Unilever and all applicable Supplier Personnel shall, notwithstanding the secondment, remain the employees of the relevant entity within the Accenture Group. Accenture shall be exclusively responsible for procuring that payment of all Supplier Personnel's salary, national insurance contributions, and income tax liability and provision of applicable employee benefits such as vacation, sick pay, insurance, pension and profit sharing benefits is made, or otherwise as applicable in the Supplier Personnel's home location.

1.5 Unilever shall ensure that all major and material decisions which Supplier Personnel are requested or instructed to make in connection with the provision of the Services will be reviewed and approved in advance by Unilever's Project Manager or such other Personnel not associated with Accenture that Unilever may designate to review and approve such decisions. Therefore, while Supplier Personnel is authorised to perform any functions and make any decisions that are normally performed and made by a person in such a role, Unilever or its designee is required to review and approve all major and material decisions, including without limitation, reviewing and approving all contractual and other arrangements intended to create legally binding obligations for Unilever with which Supplier Personnel may be requested to assist pursuant to the provision of the Services.

2 UNILEVER RESPONSIBILITIES

2.1 Unilever shall comply with the provisions of the Health and Safety at Work Act ("HSWA") and any statutory re-enactment or modification thereof or any rules or regulations made thereunder in so far as the same concern Supplier Personnel and any other relevant legislation affording protection to workers in such circumstances, including but not limited to discrimination legislation. Unilever shall also cooperate with Accenture in respect of any action which Accenture or any other entity within the Accenture Group wishes to take in respect of such Supplier Personnel in order to fulfil the duties of entity within the Accenture Group which employs such Supplier Personnel under the HSWA or any other relevant legislation in so far as the same concern such Supplier Personnel.

2.2 Unilever will not take any action against any Supplier Personnel which may create any legal or other liability for Accenture or the Accenture Group. In particular, Unilever may not:

2.2.1 agree, make or attempt to make any variation to the terms and conditions of employment of any Supplier Personnel;

2.2.2 seek to terminate the employment (either directly or constructively) of any Supplier Personnel without the prior authority of Accenture; and/or

2.2.3 seek to discipline, impose any sanction on or take any action short of dismissal in respect of any Supplier Personnel (whether directly or indirectly), in any case whether pursuant to its own internal disciplinary procedure, in compliance with any statutory procedure or otherwise, provided that:

a) this shall be without prejudice to Unilever's right under Clause 10.2 of GT Annex B to

require the removal of any individual; and

b) if Unilever exercises this right, Accenture shall promptly replace the affected Supplier Personnel without further cost to Unilever.

3 RELATIONSHIP BETWEEN THE PARTIES

This Agreement constitutes a contract for the provision of services and not a contract of employment. Accordingly, Accenture will be fully responsible for, and will indemnify Unilever for and in respect of, any income tax and National Insurance and Social Security contributions and any other liability arising as a result of any Supplier Personnel being deemed by the Inland Revenue to be an employee of Unilever as a result of his or her secondment pursuant to this Agreement.