

**Annexure B**  
**Secondment Engagement Letter**

**Confidential**

**Unilever Industries Private Ltd**

Tower A, The Business Precinct,  
Prestige Shantiniketan, Whitefield Main Road,  
Bangalore – 560066

**FAO: Ms. Sakshi Kachru**

Dear Madam

Secondment of Deloitte Resources to Unilever Industries Private Ltd

The terms of the Framework Consultancy Agreement dated 20 October 2012 as amended by the Implementation Agreement dated as of 4<sup>th</sup> October 2021 (the "Agreement") by and between Deloitte Touche Tohmatsu India LLP and Unilever Industries Private Ltd ("Unilever" or "Client") is incorporated into this Secondment Letter together with our Terms of Business for Staff Secondments (together the "Contract").

In the event of a conflict between the Agreement and this Secondment Letter, the terms of this Secondment Letter shall prevail.

We propose to second the following resource(s) (the "Secondee") to you for the purpose of assisting Unilever in relation to the Services set out below (the "Secondment").

Sr. no.	Name
1	Fawas Mudar

**Secondment arrangements**

Under your management and direction, the Secondee's duties will cover matters including (but not limited to)

- Help businesses determine competitive pricing strategies to gain market share and achieve revenue goals for iOps Program
- Analyze data from multiple sources, develop complex pricing models, and collaborate with sales and marketing teams to develop sales strategies.

The objective of the project related to this Secondment is to provide project management support to FEU tool

The Secondee will report directly to Meenakshi Chhajer who will be responsible for providing appropriate instruction and day-to-day supervision and guidance (in relation to which you confirm that Meenakshi Chhajer has the requisite skill, availability and ability to supervise the Secondee during the Secondment). In accordance with 2.2 of the Terms of Business for Staff Secondments, you agree that the Secondee will not hold a management position and will not be required to make any management decisions. Nothing in the Contract will make the Secondee your employee.

As the Seconded will be working under the direct supervision of your personnel, their work will not be subject to our review or quality control procedures.

### **Duration of the Secondment**

The Secondment will start on 01-January-2023 and will terminate on 30-June-2023, unless terminated by either you or us in accordance with the Agreement. The Seconded will be available to you on such days and for such hours as are agreed in advance between us and will work from India from Deloitte Office as necessary. If the Seconded needs to travel to any locations of Unilever, then the cost of travel will be borne by Unilever. If, during the Secondment period, the Seconded is required to work overtime, weekends or public holidays, such arrangements shall be agreed in advance with us and the Seconded.

The Secondment may be extended beyond 30-June-2023 by agreement between you and Deloitte. In the absence of written agreement, the Secondment will proceed on the same terms as set out in this Contract, until either you or Deloitte provide notice of the termination of the Secondment in accordance with the Agreement.

If for any reason, apart from short-term illness, the Seconded is unable to complete the Secondment term, or if the Seconded resigns from our employment, we will endeavor to provide a replacement member of staff, on the same terms as this Secondment Letter. References in this Contract to the Seconded shall include any such replacement. If we are unable to provide a replacement acceptable to you, the Secondment will terminate with immediate effect. Any such termination will be without liability to you on our part.

### **Limitation of liability provisions**

The Agreement and our Terms of Business for Staff Secondments (attached) form an integral part of the contract between us in connection with the Secondment and your attention is drawn to them, in particular the liability provisions at Clause 9 of the Agreement and section 4 of the Terms of business for Staff Secondments.

### **Fees**

#	Name	Rate	Cost (INR)	Estimated Days
1	Fawas Mudar	50,000	5,400,000	108
		Total	<b>5,400,000</b>	
		Expenses (12% Estimated)	<b>6,48,000</b>	
		Total Fee and Expenses	<b>6,048,000</b>	

### **Note: -**

- The above rates are exclusive of Taxes & any applicable statutory charges but inclusive of out of pocket expenses incurred by the resource. All statutory taxes and levies, including Goods and Service Tax (GST), as applicable on the fee on the date of invoicing will be charged at actual.
- Out of pocket expenses such as air fare, hotel stay, cabs etc. will be charged on actuals for any travels (within India) other than to Unilever Bengaluru offices. It includes conveyance/ travel to client site, client office or other field visits/ travel conducted by the team for the purpose of this engagement. The Out-of-Pocket expenses would be incurred after written approval from client representative
- The total amount in this SOW will not form part of the MSA rebate agreed amounts

### **Acceptance of the Terms of the Secondment**

If, having considered the provisions of this Contract, you conclude that they are reasonable in the

context of all the factors relating to the Secondment and you wish to accept this proposal on these terms, please let us have your written agreement to these arrangements by signing and returning to us the enclosed copy of the Secondment Letter.

If you have any questions regarding the Secondment please contact Pragati Chakraborty at the above address or on +91 98681 87429.

Yours faithfully

\_\_\_\_\_  
Deloitte Touche Tohmatsu India LLP

Accepted for and on behalf of Unilever Industries Private Ltd.

Service Line	
Sign	
Name	
Title	
Date	

Procurement	
Sign	
Name	
Title	
Date	

## **TERMS OF BUSINESS for Staff Secondments**

### **1. INTENTIONALLY NOT USED**

### **2. YOUR RESPONSIBILITIES**

- 2.1 You are responsible for determining the scope of the Seconddee's work and have overall responsibility for the supervision of the Seconddee. You are also responsible for determining that the scope and quality of the Seconddee's work is sufficient and appropriate for your needs.
- 2.2 You agree that you remain solely responsible for managing all aspects of your business, for taking all decisions and operating all accounting, internal control or management information systems

### **3. RESPONSIBILITIES TO EACH OTHER**

#### **Electronic communications**

- 3.1 We each agree that we may communicate with each other by e-mail, You further acknowledge that in order for our Seconddee to operate effectively and efficiently from your premises they may require access to your networks, for example, for internet access to enable access to our systems. We each recognize that the internet is inherently insecure and that data can become corrupted, communications are not always delivered promptly (or at all) and that other methods of communication may be appropriate. In addition, the internet is prone to viruses and other hazards. Similar hazards apply where we access our systems via your networks. We each recognize these hazards and so each of us will be responsible for protecting our own systems and interests and neither of us will be responsible to the other on any basis (contract, tort or otherwise) for any loss, damage or omission in anyway arising from the use of e-mail as a form of communication or from our personnel, including the Seconddee, accessing your network.

- 3.2 It is possible that the Seconddee may make use of software packages (including Deloitte proprietary software). The use of such software does not constitute a warranty or guarantee as to the accuracy of any work outputs and does not substitute for appropriate user acceptance testing for which you will remain solely responsible.

### **4. LIABILITY PROVISIONS**

- 4.1 We will not be supervising the Seconddee during the Secondment and we cannot be responsible for the Seconddee's work. During the Secondment the Seconddee is deemed to be your agent and you agree to be solely liable for any loss, liability, damage, cost, charge or expense of whatever nature and howsoever caused and including interest (together "Losses") which relate to or arise out of any act or omission of the Seconddee. Deloitte shall not be responsible for any Losses resulting from or connected with the work undertaken by the Seconddee.
- 4.2 You agree to indemnify and hold the Deloitte Parties harmless against any Losses resulting from or connected with the work undertaken by the Seconddee, except to the extent finally and judicially determined to have resulted from the Seconddee's fraud or deliberate wrongdoing.
- 4.3 Notwithstanding the generality of clause 4.2 above, you will indemnify and keep indemnified the Deloitte Parties (other than the Seconddee) against any Losses incurred by any of the Deloitte Parties as a result of any claim, proceeding or demand made by the Seconddee which is connected with or arises out of any act or omission by you, your employees, agents or contractors. In particular you will indemnify and keep indemnified the Deloitte Parties (other than the Seconddee) against any Losses in respect of any allegation by the Seconddee that he/she has been subjected to any form of discrimination, victimization, bullying or harassment by

you, or your employees, agents or contractors.

4.4 Deloitte does not assume or accept any duty of care to you other than that which may arise under this Contract. Deloitte neither owes nor accepts any duty to any person other than you. We shall not be liable for any Losses suffered by any other person caused by the Secondment

4.5 Nothing in this Contract shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from fraud or other liabilities insofar as they cannot lawfully be limited or excluded.

4.6 Any claim or action brought by you under or connection with this Contract must be brought within 36 months of the cause of action arising.

## **5. GENERAL TERMS OF BUSINESS**

### **Legal and other obligations**

5.1 Nothing in this Contract precludes us from taking such steps as are necessary in order to comply with any legal or regulatory requirement or any professional or ethical rules of any relevant professional body of which we or any of our partners or employees is, at the time, a member.





**Signature:** *Pragati Chakraborty*

**Email:** chakrabortyp@deloitte.com

**Signature:** *Sakshi Kachru*

**Email:** Sakshi.Kachru@unilever.com