

FRAMEWORK CONSULTANCY AGREEMENT

BETWEEN:

- (1) **Unilever Business and Marketing Support AG** (Company No. CH-290.3.016.691-8) whose registered office is at Spitalstrasse 5, 8200 Schaffhausen, Switzerland ("Unilever"); and
- (2) **PricewaterhouseCoopers LLP**, a limited liability partnership, registered in England (OC303525) with its registered office at 1 Embankment Place, London WC2N 5RH, England ("Supplier").

BACKGROUND

- A This Agreement establishes a framework for the provision of Services between Supplier Firms and Unilever Group Companies. For each particular engagement, a Supplier Firm and a Unilever Group Company will sign a Statement of Work, incorporating the provisions of this Agreement and the relevant Country Schedule which will constitute a separate contract between those parties.
- B Supplier Firms and Unilever Group Companies may be located in multiple jurisdictions with differing professional, legal, regulatory and tax regimes. Country Schedules (a template for which is set out in Schedule 1(b)) reflect those variations to the Agreement.

IT IS AGREED:

1. INTERPRETATION

- 1.1 In this Agreement, the following terms shall have the following meaning:

"Applicable Laws"	means all applicable Laws in the country in which the Services are being provided. Where this term is applied to a Supplier Firm, "Applicable Laws" shall also mean all applicable Laws in their country of incorporation.
"Business Days"	means any day (other than Saturday or Sunday) on which banks are open for general business in the country where Services are provided.
"Claim"	means a claim in negligence, contract or tort and any demands, action or other legal proceedings of any kind.
"Confidential Information"	means all information, (including any proprietary information, commercial information and statistics, technical data, trade secrets, marketing, financial information, know-how, formulae, processes, designs, photographs, drawings, specifications, samples, materials or experience) of whatever nature, in whatever form, which is disclosed or made available, either directly or indirectly, by one party to another, either under this Agreement or a Contract, but excluding Data, as defined in Clause

7.

"Contract"	the Contract between a Supplier Firm and a Unilever Group Company for the provision of Services, which consists of a Statement of Work, those terms of the Agreement that have been incorporated into the Statement of Work, and the relevant Country Schedule.
"Country Schedules"	means the Country Schedules in the format set out in Schedule 1(b) that make variations to the Agreement.
"Deliverables"	means the final versions of the items specified as Deliverables in a SOW.
"Effective Date"	has the meaning set out in Clause 2.
"Information Security Plan"	means the Supplier Firms corporate information security plan which will ensure the confidentiality and security of a Unilever Group Company's Confidential Information.
"Laws"	means any applicable case law, enactments, regulations, and regulatory policies, in each case having the force of law, which are in force from time to time.
"Loss"	means any loss, damage, cost, expense or other liability (including reasonable legal fees) and Losses shall be interpreted accordingly.
"Services"	means those services described in a Statement of Work which are supplied to or performed by a Supplier Firm to a Unilever Group Company under that SOW.
"Statement of Work" or "SOW"	means a statement of work in the format set out in Schedule 1(a) that sets out the agreement between a Supplier Firm and a Unilever Group Company for the provision of specific Services.
"Supplier Beneficiaries"	means the Supplier Subcontractors, the Supplier Personnel, and the partners, members, principals and employees of the Supplier Firm or a Supplier Subcontractor;
"Supplier Firm"	means any entity or partnership within the PricewaterhouseCoopers network of independent member firms, each of which is a separate and independent legal entity, including the Supplier.
"Supplier Materials"	means the Supplier Firm's pre-existing materials and software, any skills, know-how, processes methodologies, or other intellectual property (including a non-client specific version of any

	Deliverables) of general application which the Supplier Firm may have discovered or created prior to or independent of, or as a result of the performance of the Services.
"Supplier Personnel"	means all persons employed or engaged, including employees and self-employed contractors and whether or not employed or engaged directly as individuals or through the medium of a company, by a Supplier Firm or a Supplier Subcontractor, in connection with any SOW. Supplier Personnel also include partners or members of a Supplier Firm.
"Supplier Subcontractors"	means other Supplier Firms and other subcontractors and contractors used by the Supplier Firm or other Supplier Firms, which may be located in multiple territories.
"Unilever Group"	means Unilever PLC, Unilever N.V. and any company in which either or both directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital or controls, directly or indirectly, the appointment of a majority of the board of management and a "Unilever Group Company" shall be construed accordingly.
"Unilever Personnel"	means all persons employed or engaged, including employees, and self-employed contractors and whether or not employed or engaged directly as individuals or through the medium of a company, by a Unilever Group Company or a subcontractor of a Unilever Group Company, in connection with any SOW.
"Unilever Responsibilities"	means the responsibilities of the Unilever Group Company as set out in this Agreement and/or in the relevant Statement of Work.

1.2 The expressions "including", "includes" and "in particular" will be construed to mean without limitation.

2. TERM AND CONSTRUCTION

- 2.1 This Agreement shall commence on January 1st 2017 (the "Effective Date") and shall continue to be in full force unless terminated pursuant to this Agreement.
- 2.2 If there is any inconsistency between the documents comprising a Contract, the relevant SOW will prevail over the other documents, and the Country Schedule will prevail over this Agreement.
- 2.3 The signature of the Agreement by the Supplier and Unilever is solely for the purpose of establishing a framework for contracting between Supplier Firms and Unilever Group Companies. No other obligations or liabilities shall arise under the Agreement.

- 2.4 Services are provided under a Contract and not under this Agreement alone. Accordingly, any Claim can be made only by a Unilever Group Company against a Supplier Firm under a Contract pursuant to which the Services relevant to the Claim were provided. Signature to this Agreement does not oblige the Supplier or Unilever to provide or receive Services.
- 2.5 Supplier Beneficiaries have no liability or obligations arising out of a Contract. Except where local law does not allow, the relevant Unilever Group Company agrees to: (a) bring any Claim arising from the Services against the relevant Supplier Firm and not against the Supplier Beneficiaries; and (b) ensure or procure that Unilever or any other Unilever Group Company ("Unilever Affiliates") do not assert any Claim against the Supplier Firm or the Supplier Beneficiaries. If any Unilever Affiliates receive Services under the Contract, the Unilever Group Company shall provide a copy of the Contract to such Unilever Affiliates, and the Unilever Group Company will notify them that although the Supplier Beneficiaries may interact with them, the delivery of the Services is governed by the terms of the Contract (including the liability limitations herein), and Unilever Affiliates should notify the Unilever Group Company of any disputes or potential Claims arising from the Services. While the Supplier is entering into the Agreement on its own behalf, this section is for the benefit of the Supplier Beneficiaries and is relied on by each Supplier Beneficiary.
- 2.6 Save where they are a Recipient, Unilever Affiliates have no liability or obligations arising out of a Contract. The Supplier Firm will not, and will procure that the Supplier Beneficiaries do not, bring any Claim against a Unilever Affiliate, except, in the case of the Supplier Firm, where that Unilever Affiliate is a Recipient. While Unilever is entering into the Agreement on its own behalf, this section is for the benefit of the Unilever Affiliates and is relied on by each Unilever Affiliate.
- 2.7 Where the Contract expressly states the Services are agreed to be for the benefit of Recipients, the Unilever Group Company will ensure that those Recipients comply with the Contract as if they were the Unilever Group Company and the Unilever Group Company assumes responsibility and liability for such Recipient's acts and omissions including their compliance with the Contract on the same basis as if those acts or omissions were its own under the Contract.
- 2.8 The relevant Supplier Firm will be liable under a Contract for all acts and omissions of Supplier Personnel and Supplier Subcontractors as if those acts or omissions were those of the relevant Supplier Firm.

3. RELATIONSHIP AND TAX

- 3.1 Nothing in this Agreement or any Contract shall constitute a partnership, a joint venture or any employment relationship between Unilever (and/or a Unilever Group Company) and Supplier (and/or any Supplier Firm).
- 3.2 Each Supplier Firm warrants that it is responsible for the conduct of Supplier Personnel it uses in relation to the provision of the Services.
- 3.3 Nothing in this Agreement or a Contract will render Supplier Personnel (and the relevant Supplier Firm procures that Supplier Personnel shall not represent him/herself to be) an officer, employee, partner or director of Unilever or a Unilever Group Company.
- 3.4 Unilever or any Unilever Group Company shall not be responsible for annual leave, maternity or paternity leave, holiday pay, sick pay, pension or any other similar

entitlement of Supplier Personnel, and shall not be responsible for any PAYE deductions, income tax liabilities, corporation tax liabilities, National Insurance, VAT, other statutory charges or similar contributions and penalties arising out of or relating to the Supplier Personnel. Supplier Personnel shall not be entitled to any pension, bonus or other fringe benefits from any Unilever Group Company. Each Supplier Firm shall be responsible for paying: (i) salary and other benefits as determined by it to its employees; and (ii) the applicable subcontract or consultancy fees to other classes of Supplier Personnel.

- 3.5 Each Supplier Firm shall be responsible for all PAYE deductions, income tax liabilities, corporation tax liabilities, National Insurance, VAT, other statutory charges or similar contributions arising out of or relating to its employees.
- 3.6 Each Supplier Firm is responsible for the payment of any income tax, National Insurance, VAT or similar contributions and penalties arising out of or relating to a Contract that relate to its employees.
- 3.7 Each Supplier Firm warrants that the Supplier Personnel have the necessary rights in order to be able work in the country in which the Services are provided under a SOW.

4. PROVISION OF THE SERVICES

- 4.1 The relevant Supplier Firm shall provide the Services described in a Statement of Work agreed between it and a Unilever Group Company in writing on or after the date of this Agreement substantially in the form of Schedule 1(a). Each SOW shall be a standalone contract between its signatories.
- 4.2 Not used.
- 4.3 The relevant Supplier Firm warrants that the Services provided under a SOW shall be performed by appropriately qualified and suitably experienced personnel in a professional and efficient manner and with reasonable skill and care. The Services provided under a SOW shall meet all requirements, specifications, capabilities set out in the applicable Statement of Work.
- 4.4 The relevant Supplier Firm shall provide all equipment necessary for the performance of its Services.
- 4.5 The relevant Supplier Firm shall at all times:
 - 4.5.1 comply with any contractual milestones set out in a SOW to which it is a signatory and any other lawful and reasonable requirements of the contracting Unilever Group Company;
 - 4.5.2 do nothing to injure, bring into disrepute, ridicule or lessen the public reputation, goodwill or favourable image of Unilever or any Unilever Group Company or any of its or their products, unless this is an unavoidable consequence of the Services and/or is required by law; and
 - 4.5.3 provide the Services in accordance with all applicable statutes, enactments, orders, statutory instruments or provisions.
- 4.6 If the Services provided by a Supplier Firm are demonstrably not in accordance with the applicable SOW, the Supplier Firm will promptly remedy such deficiency at its own cost.

4.7 Deliverables – A Unilever Group Company may not disclose a Deliverable to or discuss the Services with any third parties or refer to the contents of a Deliverable or the findings of the Services, except:

- 4.7.1 as agreed between the parties and specified in a SOW;
- 4.7.2 with the relevant Supplier Firm's prior written consent;
- 4.7.3 to the extent required by Applicable Law;
- 4.7.4 to its legal advisers;
- 4.7.5 to regulatory authorities, but:
 - (a) the Unilever Group Company shall first obtain the Supplier Firm's prior consent (except where the Unilever Group Company is required by regulation to: (i) disclose a Deliverable to or discuss the Services with regulatory authorities; or (ii) refer to the contents of a Deliverable or the findings of the Services to regulatory authorities); and
 - (b) the Supplier Firm shall not unreasonably withhold and shall promptly provide its consent under Clause 4.7.5(a);
- 4.7.6 to other Unilever Group Companies;
- 4.7.7 in the case of Deliverables concerning the tax (including social security) treatment or tax structure of any transaction, regardless of any confidentiality markings on any such communication,

as long as, in the case of Clauses 4.7.4, 4.7.5, 4.7.6 and 4.7.7, the Unilever Group Company notifies these classes of person that the Services and Deliverables (as applicable) are not provided by the Supplier Firm for their use or benefit, that the Supplier Firm accepts no duty or liability to them (except where Clause 4.8.2 applies) and that no onward disclosure may be made.

4.8 Notwithstanding the foregoing provisions of Clause 4.7 it is agreed that:

- 4.8.1 the Unilever Group Company contracting with a Supplier Firm under a Contract may disclose the Deliverables produced under that Contract to self-employed individuals acting as contractors within that Unilever Group Company's business and to any business process outsourcing providers ("Contractors"), provided that the Unilever Group Company has a contract in place with the Contractors that requires the Contractors to protect all information provided to them in the course of providing services to the Unilever Group Company, to at least the standard specified in this Agreement. For the purposes of Clause 4.9 of the Agreement, the Contractors are third parties. Should the Unilever Group Company identify a need to disclose any Deliverable or Supplier Firm Confidential Information to a third party other than a Contractor, it will first obtain the Supplier Firm's consent (which shall not be unreasonably withheld or delayed); and
- 4.8.2 a Supplier Firm may, where this is specified in a SOW, agree that the Unilever Group Company that is party to that SOW may make the Deliverables created under that SOW available to such other Unilever Group Companies who are named in that SOW as recipients of the

Deliverables and the Services ("Recipients"), and the Supplier Firm will accept liability to them as long as the contracting Unilever Group Company:

- (a) ensures that each Recipient is aware of the contents of the Contract and complies with it;
- (b) if any Recipient wishes to make a claim against the Supplier Firm, that claim may only be brought by the contracting Unilever Group Company subject to the terms of the Contract, including the limit of liability. The contracting Unilever Group Company agrees to reimburse the Supplier Firm for any liability (including legal costs) that the Supplier Firm incurs following a breach of (a) and/or (b) above.

4.9 Disclaimer on liability – Subject to Clause 4.8.2 above, the Supplier Firm expressly disclaims all liability, responsibility or duty of care to anyone other than the relevant Unilever Group Company in connection with the Services.

1.1 The Supplier must comply with Schedule 3 (Ways of Working).

4.11 Changes – Either party may request a change to the Services or the Contract. A change will be effective only when agreed in writing.

4.12 Extent of Services – In performing the Services, the Supplier Firm will not carry out statutory audit; attest; non-audit assurance engagements, nor shall the Supplier Firm accept responsibility for detecting fraud. Except as otherwise provided in a relevant Country Schedule or a SOW, this Agreement does not include the performance of Transaction Services. Transaction Services means due diligence related services (including financial, tax-related, commercial, IT, operational, and/or strategic due diligence); mergers, acquisitions and divestitures related consulting and tax services (including strategy consulting services, post deal integration services and tax structuring services); restructuring services; and valuation services. Additionally, and except as otherwise provided in a relevant Country Schedule or a SOW, the following services (and other similar types of professional services) are not within the definition of "Services" and such services are not covered by this Agreement or any SOW: outsourcing (except in relation to internal audit Services); legal services (in some jurisdictions); secondment; insolvency, and any services where there is an industry wide agreed contracting formula.

4.13 Deemed knowledge – In performing the Services, the Supplier Firm will not be deemed to have information from other services.

4.14 Oral advice and draft Deliverables

4.14.1 The parties to the relevant Statement of Work will, in that Statement of Work, agree the basis upon which items the Unilever Group Company may rely on are provided. The two alternatives are set out in the following clauses.

4.14.2 Option 1

4.14.2.1 Oral Advice – Subject to Clauses 4.14.2.2 and 4.14.2.3, the Unilever Group Company may only rely on final written Deliverables and not on oral advice, draft Deliverables or other information. However, it is agreed that at the Unilever Group Company's request, the Supplier Firm will confirm oral advice provided in respect of the Services specified in a SOW in a final written form on which the Unilever Group Company may rely.

4.14.2.2 The Unilever Group Company may rely on:

- (c) written correspondence (including email) received from a Supplier Firm's Engagement Leader, or sent on their behalf; and
- (d) formal written meeting minutes that have been signed or otherwise approved to be the agreed minutes of the meeting and sent in final form by the Supplier Firm's Engagement Leader, or sent on their behalf,

in each case, where that written correspondence or meeting minutes concern a matter relating to the Services being provided under the applicable SOW.

4.14.2.3 For the purposes of this Clause 4.14.2:

- (a) "Engagement Leader" means the partner or director (with delegated signing powers as specified in the applicable SOW) who has signed the applicable SOW, or any other person specified in the SOW as having delegated signing powers for the purposes of this Clause 4.14.2; and
- (b) "sent on their behalf" means sent by:
 - (i) the Engagement Leader's secretary or personal assistant (as evidenced by their email footer job title); or
 - (ii) any other person where it is stated in the email as being sent on behalf of, or is signed off in the name of, the Engagement Leader; and

in each case, the Engagement Leader is copied in to the relevant email.

4.14.3 Option 2

The Unilever Group Company may rely only on:

- (a) final written Deliverables; and
- (b) oral advice provided in respect of Services specified in a SOW that, at the Unilever Group Company's request, the Supplier Firm has confirmed in a final written form;

but not on any other oral advice, draft Deliverables or information.

4.14.4 In the event that the Supplier Firm's Engagement Leader subsequently identifies a problem with a communication sent on their behalf under this Clause 4.14, s/he may correct that communication by providing written notice (including email) to the recipient(s) of the communication within 10 days.

4A RESPONSIBLE SOURCING POLICY AND Information Security

4A.1 The Parties recognise that there is an outstanding issue concerning the Responsible Sourcing Policy.

Unilever is refreshing the Responsible Sourcing Policy. It expects to issue the refreshed policy to the Supplier no later than the end of February 2017.

Once this refreshed policy has been issued to the Supplier, the Parties commit to working together to finalise the issue with respect to the Responsible Sourcing Policy. If the Parties cannot resolve this within 1 month of the policy being issued to the Supplier the matter shall be escalated to Anny Tubbs, Chief Business Integrity Officer, for Unilever and Joel Segal, partner, for Supplier.

- 4A2 The Parties recognise that there is an outstanding issue concerning the Information Security Schedules. The parties are endeavouring to resolve this issue. If it is not resolved by the end of February 2017 it shall be escalated to Colleen Rose, VP Information Security, for Unilever and Joel Segal, partner, for Supplier.

5. REMOVAL OF UNSUITABLE PERSONS

- 5.1 Subject to Clause 5.2, if in the reasonable opinion of a Unilever Group Company, any Supplier Personnel:

- 5.1.1 fails to meet the required standards of performance pursuant to a SOW; or
- 5.1.2 engages in conduct which is unacceptable to that Unilever Group Company,

it shall provide the relevant Supplier Firm with reasonable details in writing in relation thereto and Supplier Firm shall make all reasonable efforts to address their concerns. If the Supplier Firm fails to address those concerns within ten (10) Business Days (or such other period as the parties may agree in writing), Supplier Firm shall procure the removal of that member of Supplier Personnel from the provision of the Services or other involvement with the performance of Services as soon as reasonably practical and, in any event, within a further five (5) Business Days. If the relevant Unilever Group Company, acting in good faith, asserts in its reasonable judgement that such individual presents a threat to the security, health, safety or well-being of its employees, contractors or property, then the Supplier Firm shall procure their removal forthwith.

- 5.2 If any Supplier Personnel is charged or convicted with any criminal offence (other than either a minor offence involving a fine or, for example, a driving ban), the Supplier Firm shall immediately procure the removal of that member of Supplier Personnel from the provision of the Services or other involvement in the performance of Services.
- 5.3 A Supplier Firm shall ensure that any Supplier Personnel removed at any time and for any reason from rendering Services to a Unilever Group Company in accordance with a SOW shall deliver up to the Supplier Firm's Project Leader (as defined in the SOW) (or in the case of the removal of the Supplier Firm's Project Leader, to the Supplier Firm's replacement Project Leader) at the time of notice of removal from the performance of the Services any of the Unilever Group's Confidential Information and all copies thereof.
- 5.4 The Supplier Firm shall use all reasonable endeavours to find a suitable replacement for such Supplier Personnel as soon as possible.
- 5.5 No Supplier Firm, Supplier Personnel or Supplier Subcontractor are permitted to assume, create or incur any liability or obligation (or hold themselves out as authorised to do so) on behalf of any Unilever Group Company except to the extent

that the same has been expressly authorised in writing in advance by the relevant Unilever Group Company.

- 5.6 No Unilever Group Company shall be vicariously liable for any act or omission of any Supplier Firm, Supplier Personnel or Supplier Subcontractor.
- 5.7 For the duration of a Contract and a period of seven years thereafter, the Supplier Firm shall retain all financial records related to the Services and shall deliver to the Unilever Group Company all relevant financial records relating to the Contract for the purposes of verifying charges, within 48 hours' notice from the Unilever Group Company

6. FEES AND EXPENSES

- 6.1 In consideration for the performance of the Services to be provided pursuant to the terms of any Contract, the relevant Unilever Group Company shall pay the Supplier Firm fees calculated in accordance with Schedule 4 including the rates set out in the rate card at Schedule 4. The rates agreed in Schedule 4 are the maximum rates the Unilever Group Company shall pay in relation to each Statement of Work. All fees are exclusive of VAT or equivalent sales or use tax.
- 6.2 The Supplier Firm shall be responsible for all expenses incurred by Supplier Personnel in providing the Services, other than those reasonable expenses that have been agreed in advance, in writing, supported by appropriate documentation and that have been incurred by Supplier Personnel properly and wholly in providing the Services ("the Agreed Expenses").
- 6.3 The Supplier Firm shall invoice the Unilever Group Company following the end of each calendar month during the term of the relevant SOW for the Services it has supplied during that month (evidenced by timesheets where requested by the Unilever Group Company).
- 6.4 Any Agreed Expenses must form a separate item where they are set out on the same invoice as the fees. The Supplier Firm agrees that the Unilever Group Company will not be liable to pay any expenses not invoiced in accordance with this clause and/ or which do not amount to Agreed Expenses.
- 6.5 The relevant Unilever Group Company shall pay invoices submitted in accordance with Clauses 6.3 and 6.4 within 90 days of receipt of the invoice. The Supplier Firm acknowledges that where invoices do not comply with Clauses 6.3 and 6.4 this may result in a delay in payment of that invoice. In the event of Services being provided where withholding or similar tax may apply to any invoice under a Contract, the parties will agree the method of payment of such invoices in the SOW.
- 6.6 Where the due date for payment is not a working day, then the day for payment shall be the first working day after the due date. For the purposes of this clause, a working day means a day on which banks are open for general business in the country in which the Services are provided or where Services are to be paid by the relevant Unilever Group Company.

7. DATA PROTECTION

- 7.1 Compliance with Applicable Law and data protection. A Supplier Firm shall comply with all Applicable Laws in performing the Services and shall not engage in any behaviour on a Unilever Group Company's premises or with respect to the Unilever Group Company's employees that would violate any of that Unilever Group

Company's policies in relation to personal behaviour or would result in a Unilever Group Company being in violation of any Applicable Laws.

- 7.2 In performing the Services a Supplier Firm may receive from members of the Unilever Group, personal data of Unilever Personnel ("Data"). Where this is the case under a SOW, the Supplier Firm warrants and undertakes (i) to access, obtain, record, hold, disclose, use, process, alter, delete, erase, destroy and carry out any other operation(s) on the Data ("Process") only in accordance with the relevant Unilever Group Company's lawful instructions and for the purpose of carrying out the Services and not for any other purposes, and (ii) that in processing the Data it shall do so in accordance with all relevant Applicable Laws, including having adequate technical and organisational measures in place to maintain security and prevent unauthorised or unlawful access to the Data.
- 7.3 Where the relevant Unilever Group Company is established in a member state of the European Union, the provisions of Schedule 2 shall apply. In all other cases, additional terms regarding data protection as set out in the Country Schedule will apply.
- 7.4 Personal data – The relevant Unilever Group Company agrees that the Supplier Firm may use, process or transfer Data to the Supplier Subcontractors as permitted in the Contract only for the purposes of (i) providing the Services, (ii) internal, administrative, regulatory or compliance purposes and/or to maintain the Supplier Firm's client relationship management systems, and (iii) quality and risk management reviews, subject to the Supplier Subcontractors agreeing to comply with obligations of a standard not less than those that the Supplier Firm has under Clause 7.2 and Schedule 2 (where applicable).

8: CONFIDENTIALITY

- 8.1 A party to a SOW receiving Confidential Information ("the Receiving Party") from the other party to that SOW ("the Disclosing Party") shall:
 - 8.1.1 treat the Disclosing Party's Confidential Information strictly as confidential and not at any time for any reason (unless authorised to do so in advance by the Disclosing Party or except to the extent as required by either a court or regulator of competent jurisdiction or a professional regulator) disclose (or permit to be disclosed) the Disclosing Party's Confidential Information to any person except as set out in Clauses 7.4, 8.3, 8.5, 17.3 and Schedule 2; and
 - 8.1.2 only use the Confidential Information for the purpose of fulfilling its obligations under a SOW.
- 8.2 Clause 8.1 shall not apply to information which the Receiving Party can prove in writing:
 - 8.2.1 was in the public domain at the time of disclosure; or
 - 8.2.2 was lawfully in its possession prior to such disclosure and was not acquired directly or indirectly from the Disclosing Party, its employees, officers or agents, or a Supplier Firm or a Unilever Group Company (as applicable) or from a third party under an obligation of confidence; or
 - 8.2.3 is or becomes public knowledge by act or acts other than those of the Receiving Party; or

- 8.2.4 is information furnished to the Receiving Party without restriction by any third party having a bona fide right to do so; or
- 8.2.5 is independently developed by the Receiving Party without use or reliance on the Confidential Information of the Disclosing Party.
- 8.3 The non-disclosure elements of Clause 8.1.1 will not apply to disclosure of Deliverables in accordance with Clauses 4.7 and 4.8.
- 8.4 For the purposes of this Clause 8, no Confidential Information shall be deemed 'in the public domain' merely because such information is embraced by more general information.
- 8.5 The Receiving Party shall restrict access to the Confidential Information to such of its employees (and in the case of a Supplier Firm, Supplier Personnel and the Supplier Subcontractors) who need to know the same strictly for the purpose of fulfilling its obligations under any SOW ("Permitted Persons"). The Receiving Party will use reasonable endeavours to ensure that its Permitted Persons strictly comply with the provisions of this Clause 8. The Receiving Party accepts strict liability for any breaches of this Agreement Clause 8 by the Permitted Persons.
- 8.6 The obligations of the Receiving Party under this Clause 8 shall survive the expiry or the termination of the Agreement, Contract and/or SOW (as applicable) for whatever reason. All Confidential Information (including copies) is and shall remain the sole property of the applicable Disclosing Party.
- 8.7 The Receiving Party shall at any time during the continuance of a SOW if so required by the Disclosing Party and on demand in the event of the termination of the SOW for whatever reason (whether lawfully or otherwise) promptly surrender to the Disclosing Party all original and copy materials in its possession, custody or control (including security passes or other items) belonging to or relating to the business of the Disclosing Party together with any other property belonging to the Disclosing Party. A Supplier Firm will retain its working papers (which belong to that Supplier Firm and will not be provided to Client), and may only retain copies of the Deliverables and any information or materials relevant to the Services, including any information or materials provided by a Unilever Group Company or on its behalf to the extent necessary to comply with its document retention policy and any requirements of its regulatory authorities.
- 8.8 The Receiving Party acknowledges that any breach of this Clause may injure the Disclosing Party irreparably and that money damages alone may not be sufficient remedy for such a breach. Accordingly, the Disclosing Party shall be entitled to seek specific performance and injunctive relief without proof of damage from a court of competent jurisdiction in addition to all other remedies available at law or in equity.
- 8.9 Neither party to this Agreement or any Contract will use the other party's name, nor issue any statement, press release, advertising or other publicly disseminated material in connection with this Agreement or any Contract nor advertise or indicate its association with the other party without the other party's prior written consent in respect of its form, content and timing.
- 9. INFORMATION SECURITY**
- 9.1 Each Supplier Firm will ensure that at all times it has in place and is operating in accordance with the terms of its Information Security Plan.

- 9.2 If a Supplier Firm has an ISO27001 certification, the Supplier Firm will ensure that its Information Security Plan complies with ISO27001. If a Supplier Firm does not have an ISO27001 certification, the Supplier Firm will ensure that its Information Security Plan complies with the PwC Global Information Security Policy (which aligns to ISO27002) as described in the PwC Global Security Policy Statement attached in Schedule 5. In any case, the Supplier Firm will update its Information Security Plan on a regular basis and, in any event, not less than once in every 18 month period.
- 9.3 Upon any breach of the Information Security Plan relating to the Confidential Information of a Unilever Group Company or any obligations or duties owed by the Supplier Firm to a Unilever Group Company relating to confidentiality or that Unilever Group Company's Confidential Information, the relevant Supplier Firm will remedy the breach and will promptly:
- 9.3.1 notify the relevant Unilever Group Company of the breach (and follow-up in writing); and
 - 9.3.2 implement any actions or remedial measures which are reasonably necessary under either its ISO:27001 certification or the PwC Global Information Security Policy as a result of the breach.

- 9.4 The Supplier Firm will permit the relevant Unilever Group Company to have sight, and retain copies, of a summary of its Information Security Plan upon reasonable notice at any time.
- 9.5 A Supplier Firm will ensure that all Confidential Information provided to it by a Unilever Group Company which is no longer required is erased or destroyed and that such Confidential Information is not recoverable. The erasure and/or destruction processes will form part of the Information Security Plan.

10. WARRANTIES, UNDERTAKINGS AND INDEMNITIES

- 10.1 When signing a SOW, a Supplier Firm warrants and undertakes to the relevant Unilever Group Company that:
- 10.1.1 it has the necessary skills, experience, facilities, personnel, equipment, software, technological knowledge, expertise, and all other resources required to provide the Services with reasonable skill and care;
 - 10.1.2 the Services provided shall meet the specifications and all requirements detailed in the SOW;
 - 10.1.3 it shall strictly comply with all Applicable Laws;
 - 10.1.4 the Services and any Deliverables therein shall not infringe any IP of any third party nor shall the relevant Unilever Group Company infringe any IP of any third party by using the Services or any Deliverables in accordance with the SOW. In the event of a third party Claim for IP infringement, the Supplier Firm will indemnify the Unilever Group Company for any and all Losses suffered by the Unilever Group Company arising from the third party Claim that the Services or Deliverables provided by the Supplier Firm under a SOW, or the use or possession of the Services or Deliverables, infringe that third party's intellectual property rights, except that:

- (a) this indemnity will not apply to the extent that the Unilever Group Company has contributed to the Loss and failed to take reasonable steps to mitigate that Loss; and
 - (b) this indemnity is conditional on the Unilever Group Company:
 - (i) promptly giving the Supplier Firm written notice of any actual or threatened action when the Unilever Group Company becomes aware of it;
 - (ii) giving the Supplier Firm sole conduct of the defence of any Claim and not admitting liability or attempting to settle the action (except upon the Supplier Firm's written instructions); and
 - (iii) acting in accordance with the Supplier Firm's reasonable instructions in connection with any Claim and giving the Supplier Firm any assistance it may reasonably require for the defence of the Claim at the Supplier Firm's expense.
- 10.1.5 it has and shall maintain, at its own expense, all necessary licenses and authorisations to comply with its obligations under any Contract;
- 10.1.6 it has full power and authority to enter into any Contract and fully perform and comply with all its obligations under the relevant Contract;
- 10.1.7 it shall comply with the applicable data protection legislation and shall not do anything which might cause a breach by the Unilever Group Company of the same;
- 10.1.8 it shall where applicable check Deliverables for viruses with a reasonably up to date virus checker prior to delivery; and
- 10.1.9 no element of any Services or any Deliverables containing software has or will contain open source software without the relevant Unilever Group Company's prior written consent.
- 10.2 A Supplier Firm shall take out and maintain in full force and effect all insurance required by Applicable Laws, together with sufficient insurance to cover such liabilities as it may incur by virtue of the supply of the Services under a Contract (including professional indemnity insurance). A Supplier Firm shall, at the request of the relevant Unilever Group Company, promptly produce for its inspection a valid broker's letter evidencing such insurance cover and the receipt for the then current premium.
- 11. INTELLECTUAL PROPERTY**
- 11.1 In consideration of the fees provided for under a Contract, the relevant Supplier Firm assigns (and warrants that it has all rights in the Deliverables to assign) to the relevant Unilever Group Company with full title guarantee the copyright in the Deliverables prepared under the SOW. The Supplier Firm will own all Supplier Materials, but subject to Clause 11.2 grants the Unilever Group Company a non-exclusive, non-transferable licence to use the Supplier Materials included in the Deliverables for its own internal purposes, solely for the purpose of using the Deliverables.

- 11.2 The licence granted to the Unilever Group Company under Clause 11.1 may only be transferred to a recipient of the Deliverables in accordance with Clause 4.7.6 and a Recipient under Clause 4.8.2.
- 11.3 All of the Unilever Group's trademarks, trade names, trade symbols and slogans will remain the absolute property of the relevant Unilever Group Company and, except as necessary for the proper provision of the Services, the relevant Supplier Firm shall not, and shall procure that any other relevant Supplier Subcontractor shall not, make any use of them without the prior written consent of the relevant Unilever Group Company. The Supplier Firm agrees that it will promptly execute any further reasonable documents as may be necessary to substantiate the rights of the relevant Unilever Group Company in respect of the matters referred to in this Clause 11 and the Supplier Firm agrees that it will require any other relevant Supplier Subcontractor to do likewise.
- 11.4 The relevant Supplier Firm irrevocably waives, and shall procure that any relevant Supplier Subcontractor and Supplier Personnel shall waive, all current and future moral rights in the copyright in Deliverables arising as a result of the performance of the Services to the extent permitted by the law. The Supplier Firm undertakes that neither it nor anyone on its behalf (including any Supplier Subcontractor and Supplier Personnel) shall seek to exercise those rights at any time.

12. CONFLICT OF INTEREST

- 12.1 A Supplier Firm warrants that by entering into a Contract and/or performing the Services it will not breach any agreement with a third party.
- 12.2 A Supplier Firm shall promptly disclose to the relevant Unilever Group Company any unmanageable conflict of interest which arises in relation to the provision of the Services.
- 12.3 Each Supplier Firm shall operate a conflicts policy within its business to ensure that information received from one client is not used for the benefit of another and to comply with the ethical rules of its professional regulator in relation to conflicts of interest. Where a Unilever Group Company identifies a project that may provide the contracting Supplier Firm with strategic or competitive knowledge relating to that Unilever Group Company in a particular business area, the parties may agree additional provisions in the relevant SOW in relation to the protection of that knowledge and any other Confidential Information including the establishment of ethical walls within the Supplier Firm's business.

13. TERMINATION

- 13.1 This Agreement may be terminated by Unilever on 30 days' prior written notice. The termination of the Agreement will not affect the continuation of any Contract unless otherwise agreed by the parties to that Contract. Any clause that is intended to survive the termination of the Agreement will do so.
- 13.2 Either party to a Contract (the "**Terminating Party**") may terminate that Contract with immediate effect by notice to the other party (the "**Defaulting Party**") on or at any time after the occurrence of liquidation either compulsorily or voluntarily of the Defaulting Party.
- 13.3 The relevant Unilever Group Company may terminate a Contract immediately if:
 - 13.3.1 There is any breach of Clause 8 by any Supplier Firm or any Permitted Person of a Supplier Firm (as applicable) in relation to that Contract; or

- 13.3.2 The Supplier Firm or Supplier Subcontractor is convicted with a serious criminal offence which directly impacts such person's ability to perform the Contract.
- 13.4 Either party to the Contract may terminate the Contract immediately by giving written notice to the other if: (i) the other party materially breaches the Contract and does not remedy the breach within 14 days of the terminating party notifying the other party of the breach; or (ii) the performance of the Contract (including the application of any fee arrangements) will breach a legal, audit independence or regulatory requirement or standard.
- 13.5 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Agreement or any Contract except that termination shall not affect:
- 13.5.1 the accrued rights and obligations of the parties at the date of termination including the right of the Supplier Firm to payment of Fees and Agreed Expenses which have properly accrued at the date of termination; and
 - 13.5.2 the continued existence and validity of the rights and obligations of the parties under Clauses 1, 2.4, 2.5, 2.6, 2.7, 3, 4.5.2, 4.7, 4.8, 4.9, 4.11, 4.13, 4.14, 5.5, 6, 7, 8, 10, 11, 12, 13.5, 16, 17, 19, 20, 21, 22 and any provisions of this Agreement necessary for the interpretation or enforcement of a Contract.
- 13.6 After the termination of this Agreement neither the Supplier nor the Supplier Personnel will directly or indirectly represent itself and/or themselves (either personally or by any agent) as being in any way connected with any Unilever Group Company.
- 14. Not Used.**
- 15. TRANSFER OF STAFF**
- 15.1 This Agreement does not contemplate the transfer of employees upon the commencement, variation, termination or expiry of a Contract or of any Statement of Work and to the extent that a Contract or Statement of Work does contemplate the transfer of employees, the parties will negotiate the terms of such transfer at the relevant time and in accordance with Applicable Laws.
- 16. LIABILITY**
- 16.1 Specific types of Loss – Neither the Supplier nor any Supplier Firm will be liable for: (i) loss or corruption of data from Unilever's or any Unilever Group Company's systems; (ii) indirect, punitive, special, exemplary or consequential loss or damage; or (iii) any other loss or damage not arising directly from a breach of the contract by and/or the negligence of the Supplier or any Supplier Firm.
- 16.2 Liability cap –The total liability (including interest) of a party to a Contract for all Claims connected with the Services (including but not limited to negligence) under any one SOW is limited to:
- 16.2.1 3 times the amount of fees payable (including all fees paid) under the relevant SOW for the Services (excluding VAT) giving rise to the Claim; or
 - 16.2.2 US\$2,000,000

whichever is the greater.

Notwithstanding the foregoing provisions of this Clause 16.2, the Supplier Firm's total liability (including interest) for all Claims under a Contract connected with a breach of either Clause 7 or Schedule 2 of this Agreement (including but not limited to negligence) shall be subject to a separate liability cap of US\$5,000,000.

- 16.3 Sharing of limit – If a Supplier Firm agrees in writing to accept liability to more than one party (including where there is more than one Unilever Group Company or where several Unilever Group Company's receive the benefit of the Services in accordance with Clause 4.8.2), the limit on liability in clause 16.2 will be shared between them. It is up to those parties how they share it and the Unilever Group Company will ensure that the limit is not disputed on the basis that the parties have not agreed how it is to be allocated.
- 16.4 Unlimited liability – The limits on liability in this Clause 16 shall not apply in respect of any liability arising out of or in connection with:
- 16.4.1 a party's liability to any person suffering death or personal injury due to that party's negligence;
 - 16.4.2 fraud;
 - 16.4.3 fraudulent pre-contractual misrepresentation;
 - 16.4.4 any indemnity or obligation to reimburse under a Contract, by any Supplier Firm, or Unilever Group Company;■
 - 16.4.5 wilful misconduct by any Supplier Firm, Supplier Subcontractor, Supplier Personnel or any Unilever Group Company, Unilever Group Company's subcontractor or Unilever Personnel;
 - 16.4.6 any breach by the Supplier Firm, Supplier Subcontractor, Supplier Personnel, Unilever Group Company, Unilever Group Company's subcontractor or Unilever Personnel of any of their obligations set out in Clause 8 (Confidentiality);
 - 16.4.7 a Unilever Group Company's obligations under Clauses 2.5 and 2.7 (Term and Construction);
 - 16.4.8 Supplier Firm's liabilities under Clause 2.6 (Term and Construction);
 - 16.4.9 a Unilever Group Company's: (i) disclosure of a Deliverable or its contents to, or (ii) discussion of the Services or the findings of the Services with, any third party; or
 - 16.4.10 any other liability to the extent which it cannot be lawfully excluded in a relevant jurisdiction.
- 16.5 Proportionality – In no event shall the Supplier Firm be liable for more than that proportion of the Unilever Group Company's losses, damages or liabilities which are directly and solely caused by the Supplier Firm or a Supplier Subcontractor in respect of the Services giving rise to the Claim under the relevant SOW. In no event shall the Unilever Group Company be liable for more than that proportion of the Supplier Firm's losses, damages or liabilities which are directly and solely caused by the Unilever Group Company or a Recipient in respect of the Services giving rise to the Claim under the relevant SOW.

16.6 Mediation – If a dispute arises in relation to the Contract or the Agreement, the parties will attempt to resolve it by discussion, negotiation and mediation before commencing legal proceedings.

16.7 Limitation period – Any Claims must be brought no later than two (2) years after the date the claimant should have been aware of the potential Claim and in any event no later than six (6) years after any alleged breach.

17. SUBCONTRACTING AND ASSIGNMENT

17.1 The Supplier Firm must not use Supplier Subcontractors to provide the Services unless:

17.1.1 it has obtained the prior written approval of the relevant Unilever Group Company; or

17.1.2 the Supplier Subcontractor is another Supplier Firm.

17.2 The Unilever Group Company acknowledges and agrees that the Supplier Firm may use subcontractors or contractors to provide internal, administrative, regulatory compliance or outsourcing services to the Supplier Firm's business.

17.3 The relevant Unilever Group Company agrees that a Supplier Firm may provide information received in connection with the Contract to the Supplier Subcontractors for the purposes of providing the Services, provided that the Supplier Subcontractors are subject to confidentiality obligations to at least the standard of those set out in Clause 8. The relevant Supplier Firm will remain solely responsible for the Services performed by Supplier Subcontractors under a Contract.

17.4 Unless otherwise permitted under any other term of the Contract, neither party to the Agreement or a Contract may assign, sub-contract, sub-license or otherwise dispose of any of its rights or obligations thereunder without the prior written consent of the other party.

18. NOTICE

Any demand, notice or communication pursuant to this Agreement or a Contract must be made in writing addressed to the recipient at the recipient's address stated in this Agreement or a Contract or the addressed notified for such purposes.

19. MISCELLANEOUS

19.1 This Agreement represents the entire agreement between the parties and supersedes any previous agreement whether written or oral between the parties relating to its subject matter.

19.1.1 The Schedules form part of and are incorporated in this Agreement.

19.1.2 Neither this Agreement nor any term or provision of it may be modified, varied or amended in any way other than by instrument in writing signed by authorised representatives on behalf of each of the parties.

19.1.3 Any failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of that or any other right or remedy.

19.2 Each Contract represents the entire agreement between the parties thereto and supersedes any previous agreement whether written or oral between the parties relating to its subject matter.

19.2.1 Neither a Contract nor any term or provision of it may be modified, varied or amended in any way other than by instrument in writing signed by authorised representatives on behalf of each of the parties.

19.2.2 Any failure to exercise or delay in exercising a right or remedy under a Contract shall not constitute a waiver of that or any other right or remedy and no single or partial exercise of any right or remedy under that SOW shall prevent any further exercise of that or any other right or remedy.

19.3 Unilever Group Company's responsibilities:

19.3.1 Information – In addition to the responsibilities stipulated in the Contract, the Unilever Group Company will provide accurate and complete information to the Supplier Firm in a timely manner. The Supplier Firm will be entitled to rely on, and will not (unless scoped as a chargeable item in a SOW) verify any information provided by, or on behalf of, the Unilever Group Company which relates to the Services. The Unilever Group Company shall ensure that it has secured the requisite right, consent and permission to disclose to the Supplier Firm any third party information, materials, software, or hardware in connection with the Contract.

19.3.2 The Supplier Firm shall have no liability with respect to the performance of its obligations under a SOW arising from:

(a) any third party's hardware, software, information or materials;
or

(b) any inaccurate information,

selected or supplied by the Unilever Group Company.

19.3.3 The relevant Supplier Firm shall notify the Unilever Group Company as soon as reasonably practicable after the Supplier Firm becomes aware of any failure by the Unilever Group Company.

19.3.4 The Supplier Firm is not liable for any delay or loss that solely arises because of a Unilever Group Company's failure to perform any of the Unilever Responsibilities as notified by the Supplier Firm in accordance with Clause 19.3.3.

19.4 No party shall be liable for any delay or failure to meet its obligations under a Contract arising directly from any cause or causes beyond its reasonable control provided that the affected party:

19.4.1 promptly notifies the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and

19.4.2 uses reasonable endeavours to limit the effect of that delay or non-performance on the other party,

and in any such case, the other party will have the option of suspending the Contract during the period of delay or non-performance or terminating the Contract on a no fault basis should the period of the delay exceed 30 working days.

20. THIRD PARTY RIGHTS

- 20.1 Except for the rights of Supplier Beneficiaries under Clause 2.5 a person who is not a party to this Agreement or Contract has no rights and may not enforce any term of this Agreement or Contract. Subject to the above exception, only the Supplier (or in relation to a Contract, the relevant Supplier Firm) may enforce the rights of Supplier Beneficiaries on their behalf, and only Unilever (or in relation to a Contract, the relevant Unilever Group Company) may enforce the rights of Recipients and the partners, members and principals of the Recipients on their behalf.
- 20.2 The consent of any Supplier Beneficiaries is not required to vary or rescind this Agreement or Contract.

21. SEVERABILITY

If any provision or any part of any provision of this Agreement shall be invalid or unenforceable, then such provision or such part of such provision shall be deleted from this Agreement and the remaining provisions or part of such provision shall continue in full force and effect.

22. JURISDICTION

This Agreement and any issues or disputes which may arise out of or in connection with this Agreement whether contractual or non-contractual (but not in relation to a SOW, where the applicable law and jurisdiction set out in the applicable Country Schedule shall apply) shall be governed by and construed in accordance with English law. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to settle any such dispute or issues.

Unilever and the Supplier have shown their acceptance of the terms of this Agreement by signing below.

Signed

Signed



For and on behalf of Unilever

Kisan Sardis
Procurement Director
Schaprauer



For and on behalf of the Supplier

Partner
PwC

SCHEDULE 1A
STATEMENT OF WORK

This Statement of Work ("SOW") dated as of *[date] is entered into pursuant to, and is governed by, the terms and conditions stated in the Framework Consultancy Agreement dated as of *[date] by and between **PricewaterhouseCoopers LLP** and **Unilever Business and Marketing Support AG** (the "Agreement") which together with the Country Schedule for *[name territory] shall apply mutatis mutandis to this SOW. Capitalised terms used herein but not defined shall have the meanings assigned to such terms in the Agreement or the *[name territory] Country Schedule.

The parties to this SOW are:

- (A) *[Supplier Entity and full legal address] ("Supplier Firm") and
- (B) *[Unilever Entity and full legal address] ("Unilever Group Company")

1. The Services.

- A. Services:
- B. PwC's Responsibility:
- C. Project Deliverables:
- D. Project Schedule:
- E. Project Location:
- F. Project Team:
- G. Project Leader:
- H. Processes to manage conflicts of interest identified under Clause 12.3 of the Agreement: *[Specify any required processes to protect Unilever's Confidential Information, for example: ethical walls, other geographical and operational separation of personnel and/or access controls over data, computer servers and electronic mail systems.]
- H. The parties to this Statement of Work have agreed to specify the reliance arrangements for [draft] Deliverables and other information as follows:
 - (i) the arrangements set out as "Option 1" at Clause 4.14.2 shall apply; or
 - (ii) the arrangements set out as "Option 2" at Clause 4.14.3 shall apply.

2. Unilever Group Company.

- A. Unilever Group Company contact (authorised to make decisions relating to the Services and this SOW): *[Name – Position – Contact Details]
- B. Recipients (Clause 4.8.2 of the Agreement): The Unilever Group Company *[and list any other intended Unilever Group Companies who will receive the Services for the purposes of reliance].

C. Unilever Responsibilities [List].

3. **Fees and Expenses.**

A. Fees payable pursuant to Clause 6 of the Agreement:

*[Describe Fees structure. If fee is on a time and materials basis, the rates for Project team members should be provided and any agreed restrictions on increases in rates over time should be included. If withholding or similar tax is likely to apply, parties are to agree on payment terms in such circumstances.]

B. Expenses: See Clause 6 of the Agreement.

4. **Implementation Plan.**

Supplier Firm shall comply with the estimated milestones and completion dates set forth below.

Milestones:

Completion Dates:

In the event that the Supplier Firm is able to agree any contractually binding dates, these should be set out below. Contractually binding dates are contingent upon the Unilever Group Company meeting the Unilever Responsibilities, listed in section 2 C. above.

Milestones:

Completion Dates:

5. **Term.**

This SOW shall remain in effect until the completion of the Services described herein, unless earlier terminated in accordance with its terms.

This SOW has been executed as of the date first above written.

UNILEVER GROUP COMPANY

[insert exact legal name]

By: 
Name: KIRAN SABNIS
Title: Procurement Director

SUPPLIER FIRM

[insert exact legal name]

By: _____
Name: _____
Title: _____

SCHEDULE 1B
TEMPLATE COUNTRY SCHEDULE

1. About this Country Schedule

This Country Schedule forms part of any Contract under the Framework Consultancy Agreement dated as of *[date] between **PricewaterhouseCoopers LLP** and **Unilever Business and Marketing Support AG** (the "Agreement"), where the Supplier Firm refers to *[Insert Supplier Firm entity (address optional)].

Capitalised terms used in this Country Schedule but not defined have the meanings given in the Agreement.

- 2. *[Additional/varied terms - Insert heading reflecting local law/regulation, e.g. Anti-money laundering, data protection (for non EU countries only), TUPE etc.]**

3. Land rights

The Supplier Firm warrants that, having made reasonable enquiries, it is not aware of any claims with respect to land rights of indigenous origins.

4. Dispute resolution

*[Enter language related to dispute resolution, if required for your territory]

5. Law and jurisdiction

The Contract and any dispute arising from the Contract, whether contractual or non-contractual, will be governed exclusively by *[Territory] law and be subject to the exclusive jurisdiction of the *[Territory] courts.

SCHEDULE 2

DATA PROTECTION

- 1 General - Each Supplier Firm providing Services under a Contract shall comply with the provisions and obligations imposed on it by applicable legislation relating to data protection in relation to the countries in which the Services are being provided, which will include, where applicable Directive 1995/46/EC of 24 October 1995 and Directive 2002/58/EC of 12 July 2002, in each case as implemented in the countries where the Services are being provided ("Data Protection Legislation"). Where a Unilever Group Company is established in a member state of the European Union ("Member State") then paragraphs 2 to 9 shall apply.

Provisions relating to Unilever Group Companies incorporated in Member States

- 2 Where a Unilever Group Company is established in a Member State, all Personal Data within the meaning given to that expression in the Data Protection Legislation acquired by a Supplier Firm from any Unilever Group Company pursuant to a Contract shall be returned or deleted (at the option of the Unilever Group Company) on request.
- 3 The relevant Supplier Firm acknowledges that the Unilever Group Company is the Controller as that expression is defined in the Data Protection Legislation of all Personal Data processed by the relevant Supplier Firm in the course of providing the Services under a SOW. The Supplier Firm shall act in relation to all that Personal Data as Processor as that expression is defined in the Data Protection Legislation on behalf of the relevant Unilever Group Company and only in accordance with the latter's instructions.
- 4 Without prejudice to the Supplier Firm's other obligations in respect of information security, the relevant Supplier Firm shall:
 - (a) have in place appropriate technical and organisational measures against unauthorised or unlawful Processing as that expression is defined in the Data Protection Legislation, and Processes, Process and Processed shall be construed accordingly, or the accidental loss, destruction, alteration, disclosure, access or damage, of any Personal Data acquired by it pursuant to a Contract;
 - (b) take reasonable steps to ensure the reliability of Supplier Personnel who have access to the Personal Data;
 - (c) provide the relevant Unilever Group Company with such information, assistance and co-operation as they may reasonably require from time to time to establish the relevant Supplier Firm's compliance with the obligations relating to security contained in the Data Protection Legislation; and
 - (d) inform the relevant Unilever Group Company as soon as reasonably practicable of any breach of security or any particular risk of which it becomes aware to the security of any of the Personal Data which it acquires from any Unilever Group

Company and of the categories of Personal Data and individuals which may be affected.

- 5 The relevant Supplier Firm shall be as responsible for the acts and omissions of any other Supplier Subcontractors and of any third party with whom it contracts or which Processes Data as that expression is defined in the Data Protection Legislation on its behalf in connection with a Contract as it is for its own acts and omissions.
- 6 The relevant Supplier Firm shall not, and shall procure that no other Supplier Subcontractor or any third party with whom it contracts to Process Data on its behalf in connection with a Contract shall not:
 - (a) transfer Personal Data Processed for any Unilever Group Company to a territory outside the European Economic Area ("EEA") unless:
 - (i) the transfer is made with the prior written consent of the relevant Unilever Group Company (ies); or
 - (ii) the transfer is made to a country or territory which is at the time subject to a current finding of adequacy by the European Commission under Article 25(5) of the EC Data Protection Directive; or
 - (iii) the transfer is to another Supplier Firm or with any other Supplier Subcontractor with whom the relevant Supplier Firm contracts to Process Personal Data on its behalf in connection with this Contract. The relevant Supplier Firm warrants that it has entered into a contract with the Supplier Subcontractor to Process Personal Data on its behalf in connection with this Contract based upon the standard contractual clauses annexed to Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in countries (2010/97/EU) under Directive 95/46/EC, or any other similar contractual clauses as may be adopted by the European Commission from time to time; and
 - (b) operate in relation to that Personal Data in any way which will put any Unilever Group Company in breach of its obligations under the Data Protection Legislation.
- 7 The relevant Supplier Firm shall and shall procure that any other Supplier Subcontractor in connection with a Contract shall promptly, and in any event not later than required and in so far as is necessary in order to enable each relevant Unilever Group Company to fulfill its duties under Data Protection Legislation:
 - (a) pass on to the relevant Unilever Group Company any enquiries or communications (including subject access requests) from individuals relating to their Personal Data or its Processing; and
 - (b) provide such information as may be required to enable the relevant Unilever Group Company to respond to those enquiries or communications and otherwise to comply with its duties under Data Protection Legislation.

- 8 The relevant Supplier Firm warrants that in respect of any Personal Data Processed pursuant to a Contract under which the relevant Supplier Firm (or other Supplier Subcontractor as applicable) agrees to Process that Personal Data, the relevant Supplier Firm (or other Supplier Subcontractor as applicable) shall do so in accordance with the terms of this Schedule 2.
- 9 The relevant Supplier Firm shall at all times act in a manner consistent with the requirements of any legally binding codes or guidance relating to personal data processing which are required by the Data Processing Legislation.

SCHEDULE 3

WAYS OF WORKING

1. Definitions

Business owner:	Unilever employee responsible for a certain operations and/or activity
Contract owner:	Manager of the contract, single point of contact regarding activities relating to the Agreement
Agreement:	Master Services Agreement (MSA) between Unilever and Supplier

For other definitions, see Agreement.

2. Intentions and Processes

2.1 Insights

Supplier will provide innovative solutions in the field of (business and) financial consulting to Unilever on a global basis.

While working at projects at Unilever, Supplier will gather insights into the Unilever organization. Supplier will proactively share such insights with Unilever management and Procurement.

Supplier provides a preferred client status to Unilever. This will ensure that:

- Unilever will be targets of industry thought leadership insights, and new services and solutions; and
- Unilever will receive a high quality of services as may be expected from Supplier.

2.2 Preferred Supplier

Whenever the contract owner and/or procurement owner is aware of an opportunity that could be of interest to Supplier, Supplier will be considered to take part in the sourcing process.

2.3 Performance Evaluation Method/Client Satisfaction Assessment

Both Supplier and Unilever are responsible for managing the business relation on an individual Engagement.

The overall business relationship between Supplier and Unilever will be monitored and managed via the so-called Quarterly Business Review Meetings. During these quarterly meetings, which will be attended by Unilever business owners, the business relationship and effectiveness will be evaluated by making use of the following information and methods:

- Activity Report
- Quality Assessment of Activities

The Quality Assessment of Activities will be conducted by asking input from all participants of engagements that are shown on the Activity Report, regarding the performance of Supplier in terms of quality, effectiveness, and added value on the specific engagement.

Supplier will seek feedback on work undertaken and performance from Unilever as part of its normal course of business, via its established feedback mechanisms.

2.4 Unilever Account Management

Both Unilever and Supplier shall nominate a contract owner who will discuss the terms and conditions of the Agreement once a year. At the same time, these contract owners will monitor the correct execution of the Agreement between Supplier and Unilever, and any other issues subject to the relevant provisions of the Agreement.

Any issue that relates to the conditions of the Agreement will initially be discussed at the level of the contract owner. If an escalation is needed, the following escalation route will apply:

The Unilever Account Structure and escalation model

Role Unilever	Role Supplier	Meeting
CPO	Global Lead Client Service Partner	Ad hoc if needed
VP MBS	Global Lead Client Service Partner	Ad hoc if needed
Director MBS PS	Supplier Unilever Global Core team member	Ad hoc if needed
Senior relationship lead (e.g. FC, Group Chief Accountant) & Procurement lead	Global Lead Client Service Partner, Global Account Driver	QBRM + ad hoc if needed
Manager MBS PS / Contract owner	Global Account Driver	QBRM + ad hoc if needed

2.5 PWC Global Account Team

The PWC Global Account Team will consist of the Supplier Global Lead Client Service Partners, and specialized/regional service partners as follows:

Global Lead Client Service Partners	Joel Segal, John Baker
Lead Line of Service Partners	
UK Consulting	Paul Morton
UK Deals	Neil Sutton, Geoff Eversfield
UK Risk Assurance	Simon Perry
UK Tax, Global Tax	Mark Schofield, Philip Martinos
Human Resource Services	Peter Brown
Forensics	Tracey Groves
UK Treasury Assurance	Yann Umbrecht
Lead Country partner for countries included in the Global MSA:	
Europe including Netherlands	Marc Diepstraten
Russia & CEE	David John
USA	Edward Landry
Brazil	Durval Portela
China	Amy Cai
India	Pradeep Kanakia
Singapore	Charles Loh
Australia	Ollie Sargent
Africa	Zahid Fakay
Global Account Driver	Nick Goddard

Any issues that are not related to the terms and conditions of the Agreement will be discussed between Supplier and Unilever, and/or the relevant lead Partners.

To ensure that service disruptions are minimized, any potential staff changes will be proactively communicated to Unilever and Supplier will work with Unilever to reduce the impact on Unilever's business.

3. Communication

Keeping each other informed regarding activities performed under the Agreement is essential for the success of the relationship. Keeping each other informed will take place in two ways as described below.

3.1 Unilever informs Supplier

Should the Unilever contract owner or Procurement be aware of a sourcing process that could be of interest to Supplier, Unilever shall invite Supplier, or a Supplier Firm to take part in the sourcing process.

3.2 Supplier Informs Unilever

Supplier and Supplier Firms shall apply the Agreement to all SOWs which fall within the scope of the Agreement. Supplier and Supplier Firms and Unilever can only deviate from the provisions included in the Agreement if specific arrangements are made in the specific Engagement Letter.

If for any reason, a mistake is made in applying the correct terms and conditions, the Global Lead Client Service Partner will work with the Local Territory Partner and Unilever to apply the agreed terms and conditions from an agreed point.

Supplier will provide the contract owner with an activity overview every quarter, before the end of the month following the respective quarter as included as Annex Z of the Agreement.

All sourcing processes initiated by Unilever exceeding an estimated amount of Euro 100,000 will be discussed with the Unilever Procurement/Unilever Contract Owner. (Please define 'Unilever Contract Owner'

Supplier will inform Unilever Procurement once an opportunity within Unilever, valued at over £100,000, has been identified and will send a copy of every such quote Supplier is being asked to provide to Unilever. This concerns the global relationship, including all countries, whether they have signed a country agreement or not.

SCHEDULE 4

1. Rate cards

- This ratecard should be used in conjunction with service categories and definitions can be found in section 5 of Schedule 4 below
- These rates are a ceiling only – please refer to pricing models section below
- Additional discounts apply – see below
- This ratecard excludes provision for Strategy work, and a number of other services (e.g. Corporate Finance, Business Recovery, Legal Services, HR Services), which work from different and specific pricing models and metrics. Pricing for these projects will be provided on a case by case basis.

1.1 UK Rate card, 2015 & 2016 – expires 30th June 2017.

Ceiling rates are provided per day (8 hours) for the following Services:

Country	Service line	Currency	Time Unit	Partner	Principal	Manager	Consultant	Analyst
UK	Advisory	GBP	8 hour day	3,850	2,850	1,975	1,500	950
UK	Operations	GBP	8 hour day	3,000	2,300	1,750	1,325	875
UK	Audit	GBP	8 hour day	2,520	1,920	1,330	890	640
UK	M&A	GBP	8 hour day	4,900	4,018	2,573	1,666	1,029
UK	Specialist Tax Advisory	GBP	8 hour day	6,328	4,992	3,264	2,208	1,080
UK	Tax Compliance Services	GBP	8 hour day	5,424	3,811	1,899	1,245	846

1.2 Netherlands Rate card, 2015 & 2016 – expires 30th June 2017.

Ceiling rates are provided per day (8 hours) for the following Services:

Country	Service line	Currency	Time Unit	Partner	Principal	Manager	Consultant	Analyst
Netherlands	Advisory	EUR	8 hour day	3,769	2,925	2,359	1,269	935
Netherlands	Audit	EUR	8 hour day	3,097	2,540	1,854	1,184	945
Netherlands	M&A	EUR	8 hour day	4,114	3,425	2,778	1,831	1,481
Netherlands	Operations	EUR	8 hour day	3,329	2,597	2,011	1,500	1,077
Netherlands	Tax	EUR	8 hour day	4,210	3,403	2,956	1,962	1,499

1.3 US Rate card, 2015 & 2016 – expires 30th June 2017.

Ceiling rates are provided per day (8 hours) for the following Services:

Country	Service line	Currency	Time Unit	Partner	Principal	Manager	Consultant	Analyst
US	Advisory	USD	8 hour day	5,060	4,430	3,153	2,244	1,748
US	Audit	USD	8 hour day	4,208	2,560	1,880	1,424	1,128
US	Tax	USD	8 hour day	5,800	4,440	3,480	2,720	1,760
US	M & A	USD	8 hour day	6,600	4,800	3,720	3,080	2,560

Ceiling rates are may apply billable units of 1 hour as appropriate by mutual agreement.

1.4 Discount structures

The following discount structures are all detailed in Euro €. Where they are required to be applied in territories where the local currency is not Euro and excluding discounts which fall

under 1.4.3, calculation for the threshold that applies will be made using the prevailing mid-point exchange rate on that day from the agreed currency exchange rate source (Bloomberg).

For the discount structure of 1.4.3 and where they are required to be applied in territories where the local currency is not Euro, the Unilever average rates of exchange (January-December of the previous year), which will be provided to the Service Provider, will be used.

1.4.1 Non-compete reward

The Supplier Firm will discount agreed rates by a further 2.5% on projects with fees in excess of €100,000 if work is awarded without a competitive tendering process.

1.4.2 Project reward

Where the Supplier Firm is engaged on a project with fees in excess of €100,000, a project discount will be applied to the project, as outlined below. If a project is split over more than one Statement of Work for the purpose of this section it shall be treated as one project:

Fee threshold per project	Discount value
€100,000 - €249,999	2% of fee
€250,000 - €499,999	3% of fee
€500,000 - €999,999	5% of fee
€1million +	6% of fee

1.4.3 Global reward

The global rebate will apply to spend with Unilever in territories contained within the MSA and territories that have a local implementation agreement in place, in all areas (outsourcing, HR, management consulting, finance services).

The global rebate will be based on spend in one calendar year (Jan – Dec), with the first period of application being 2016.

The rebate will be applied as a hard credit. The supplier will send to Unilever Procurement pro-actively before end of February of the following year a spend overview of the previous year containing the respective Unilever legal entity and spend. The spend data will be agreed by the supplier and Unilever Procurement by March of the following year.

A governance board, made up of a representative from Unilever business users, Unilever Procurement, and the PwC Global Leadership team for Unilever, will meet in March following the year end to jointly agree strategic areas where the available funds will be targeted for future areas of interest in the form of free of charge consulting hours.

The PwC Account team and Unilever Procurement team will meet regularly to discuss the use of the investment pot and remaining funds available for use throughout the year.

The following table illustrates the agreed rebate percentages. The rebates are valid for the complete amount of spend and are not only applicable for the spend which is above the threshold. E.g. if we agree on 1% rebate as of a threshold of 100 EUR annual spend and on 2% rebate as of a threshold of 200 EUR annual spend in case of an annual spend of 300 EUR the rebate would be 2% of 300 EUR, which is 6 EUR.

Total fees	Credit value
€7million - €10million	1% of fees

€10million - €20million	2% of fees
€20million +	5% of fees

2 Pricing models

In any engagement, the parties to a SoW may consider alternative fee arrangements, such as flat fees, fixed fees and other types of shared risk arrangements instead of traditional hourly/daily billing methods.

3 Ratecard duration

This ratecard is valid until 31 December 2016. After this period, ceiling rates may be reviewed and renegotiated for the remainder of the contract term.

3.1 Rate Indexation increases

Rate indexation increase

The Rates will be valid for the period to 31 December 2016.

The rates will be adjusted annually, commencing on the date of expiration of the rates and in line with inflation as per the following formula:(a) the amount of the percentage increase of the latest publically available 12 month percentage change CPI multiplied by a factor of 0.6.

(b) capped at a maximum of 3.5 (three and a half) % and a minimum of 0 (zero) %.

4 Payment terms.

A Unilever Group Company will pay each invoice submitted by a Supplier Firm in full within 90 days of the date of that invoice .

A Supplier Firm shall invoice the Unilever Group Company from the point of 2 weeks from the start of an engagement, and at agreed intervals of no less than 2 weeks for the duration of the engagement.

5. SERVICE CATEGORIES

The service categories below are a guide and will be subject to some regional variation

ADVISORY	
	Emerging Technologies
	Digital
	Sustainability & Climate Change
	Human Capital
	Finance Operations and Controls
	Financial Instrument Valuation & Securitization
	Internal Audit Advisory
	Security & Privacy Services
	Governance and risk management
	Regulatory compliance advice
	Contract and commercial assurance
	Treasury assurance
	Resilience
	Internal controls and GRC technology advice

	Actuarial insurance services
	Capital market transactions
	Corporate reporting improvement
	Independent controls & systems process assurance
	International Financial Reporting Standards Services (IFRS)
	Analytic & Forensic Technology
	Anti-Fraud/Anti-Money Laundering Consulting
	Document Review Services
	Foreign Corrupt Practices Act Consulting
	Real Estate Consulting
	AUDIT
	Attestation Services
	Financial Statement & Internal Control Audit
	Internal Audit outsourcing
	External Audit Services
	Financial Accounting & Reporting Services
	MERGERS & ACQUISITIONS ADVISORY
Mergers & Acquisitions (Excludes Corporate Finance and Business Recovery Services)	Mergers and Acquisitions
	Transactions and Restructuring
	Transaction Planning and Management
	Business Intelligence Services
	Corporate Development
	Financial Advisory Services
	Forensic Investigations
	Tangible Asset Valuation
	Private Company Issues
	OPERATIONS
	Outsourcing / BPO consultancy
	Supply chain management / Logistics management
	Sourcing / capability sourcing and procurement
	Corporate finance operations
	Product development
	Capital management
	Manufacturing
	Business process redesign
	Service operations
	Lean six sigma
	Performance Improvement Diagnostic
	Cost efficiency and asset optimization
	Program management / process management
	Systems engineering and integration
	Innovation- improving financial returns and developing innovative culture.
	Modelling and Simulation
	Procurement and Analytic solutions
	Technology
	Growth Strategies

	Organizational Performance
	Regulatory & Legislative
	Data analytics
	Accounting and Financial Reporting
	Regulatory compliance & reporting
	IFRS reporting
	Sustainability reporting
	TAX
Specialist Tax Advisory Services	Global Indirect Tax
	Global Transfer Pricing Services
	International Corporate Tax/International Tax
	International Executive Services
	Tax Management Consulting/Private Client Advisors
	Transaction Tax
	Tax Controversy/Dispute Resolution Services
	Multistate Tax
	Global Employer Services
	Sustainability & climate change tax
Tax Compliance services	Financial Accounting & Reporting – Income Taxes
	International assignments (HRS)
	Global tax Outsourcing
	Tax Co-sourcing
	Tax Compliance Services

6 Promotion

Any named resource starting a project at a certain role level will continue to be billed at that role level for the duration of the project regardless of promotion to a new level, unless the promotion results in the named resource taking on significant new role or responsibilities in the same project – i.e. takes over project management responsibilities.

7 Travel and expenses

Supplier Firms are expected to make use of virtual working (phone conferences, live meetings) to minimise travel costs and ecological impact wherever possible.

There shall be no travel and expenses charged for travel less than 1km (e.g. Supplier's London office to Unilever's London office).

The Supplier Firms will adhere to the Unilever Group prevailing travel and expenses policy valid at the time of the project. Unilever Procurement should inform Supplier of any changes to this policy as and when they occur.

The need for and scale of travel expenditure will be agreed for each Statement of Work and any travel in excess of this pre-agreed expenditure has to be approved upfront by the relevant Unilever Group Company.

In some cases it can be beneficial to book travel via a Unilever Group Company. This option shall be discussed and agreed upon with the respective Unilever Group Company.

For projects that take place within a region (travel on the same continent), the travel and expenses (including expenses of the Supplier Firm the Unilever Group Company pays directly) will be capped at 10% of the total value of the SOW.

For global projects (intercontinental travel), the travel and expenses (including expenses of the Supplier Firm the Unilever Group Company pays directly) will be capped at 12% of the value of the SOW.

If a Supplier Firm anticipates or a Unilever Group Company requests significant travel of Supplier Firm staff for a project then the Supplier Firm reserves the right to renegotiate the expenses cap on a project by project basis.

There shall be no reimbursement of any other incidental costs incurred. Also there shall be no mark-up on pass-through costs and no reimbursement for administrative (e.g. secretarial work, photocopying, courier) or business development costs.

8. No PO No Pay policy and e-invoicing

8.1 No PO, No Pay

Supplier Firms confirm to comply with the No PO, No Pay policy. Issues in receiving purchase orders should be communicated to the respective procurement contact.

8.2 E-invoicing

For Europe Unilever is rolling out an e-invoicing platform through OB10. Supplier Firms will be approached by OB10 in order to implement e-invoicing. All invoices for Europe shall be sent via OB10. Further e-invoicing initiatives will be rolled out for the other regions. Supplier Firms will send all invoices for Europe electronically via OB10 and to implement e-invoicing in other regions upon request from Unilever.

For more information please see www.ob10.com/Country/UK/unilever_info

SCHEDULE 5

PwC GLOBAL SECURITY POLICY STATEMENT –
December 2014

Global Security Policy
Statement December