

## Secondment Engagement Letter

### Confidential

#### Unilever Industries Private Ltd

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

Dear Madam/Sir

#### Secondment of Deloitte Resources to **Unilever Industries Private Limited**

The terms of the Framework Consultancy Agreement dated 10 October 2012 as amended by the Implementation Agreement dated as of 4th October 2021 (the "Agreement") by and between Deloitte Touche Tohmatsu India LLP ("DTTILLP") and Unilever Industries Private Limited ("Unilever") 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.	Full Name of Deloitte employee that will be seconded to Unilever
1	<b>Bibhudatta Samal</b>
2	<b>Avyashree Singh</b>
3	<b>Aadrit Agnihotri</b>
4	<b>Arjun Pushkarna</b>

#### Secondment arrangements

Under your management and direction, the Secondee's duties will cover matters including (but not limited to) working closely with Unilever's Compass Org changes that are to be implemented into Workday, which has integrations with over 500 downstream systems within Unilever.

There are two phases –

Phase I: Getting Compass changes into Workday by July '22

Phase II: Impact and integration with downstream systems, ensuring Workday Data quality and reporting by April 2023. working

In addition, support Unilever to setup structure and process to identify the current issues wrt to data (line manager, cost centers, HRBP) and data governance in Workday, analyze the impact and criticality of each issue including Supervisory organization and position management set up, prepare approach to

address each issue, liaise with various UniOps stakeholders/ teams to resolve identified issues, maintain master tracker of issues and publish periodic dashboards and insights.

The Secondee will report directly to **Sonalika Meher** who will be responsible for providing appropriate instruction and day-to-day supervision and guidance (in relation to which you confirm that **Sonalika Meher** 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 Secondee 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 **January 01, 2023** and will terminate on **March 31, 2023**, unless terminated by either you or us in accordance with the Agreement. The Secondee will be available to you on such days and for such hours as are agreed in advance between us and will work from **Deloitte offices or home as convenient**. If, during the Secondment period, the Secondee is required to work overtime, weekends or public holidays, such arrangements shall be agreed in advance with us and the Secondee.

The Secondment may be extended beyond **March 31, 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 Secondee is unable to complete the Secondment term, or if the Secondee 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 Secondee 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**

The overall commercial for the project would be as per below:

<b>Resource Categorization</b>	<b>Monthly FTEs</b>	<b>Billing Rate /Day (INR) (9hours /day)</b>	<b>Monthly Billing (INR)</b>	<b>Number of billable days</b>	<b>Total Amount (INR)</b>
Complex Project	0.5	35,000	NA	64	11,20,000

Manager (Level 2)					
Complex Project Architect (Level 4)	2	24,675	NA	64	31,58,400
Complex Project Junior Architect (Level 5)	1	21630	NA	64	13,84,320

The Client shall be responsible for all taxes and levies, imposed on or in connection with the project, other than DTTILLP's income and property taxes. The project team will be operating from their location and no travel to Unilever offices is anticipated during the term of the project.

The total amount in this SOW will not form part of the MSA rebate agreed amounts.

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.

DTTILLP shall be raising invoices on a monthly basis from the start date of the SOW.

All invoices will be paid within **90 days** from the date of invoice.

#### Acceptance of the Terms of the Secondment

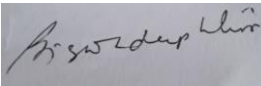

If, having considered the provisions of this Contract, you conclude that they are reasonable in the context of all the factors relating to the Secondment and you wish to accept this proposal on these terms, please let us have your written agreement to these arrangements by signing and returning to us the enclosed copy of the Secondment Letter.

If you have any questions regarding the Secondment, please contact **Biswadeep Lahiri** at the above address or on **+91-98303 01717**.


**Yours faithfully**

**Deloitte Touche Tohmatsu India LLP**

**Accepted for and on behalf of Unilever Industries Private Limited.**

Approval By: Unilever	Approval By: DTTILLP
Approval: <i>Sonalika Meher</i>	Approval:  
Name: Sonalika Meher	Name: Biswadeep Lahiri

Title: People Experience Data and Insights and Capabilities Manager	Title: Executive Director
Date: 26/12/22	Date:21-Dec-2022

Service Line has reviewed the scope
Approval By: 
Name: xxx Joseph Alexander
Title: Global Director People Experience Excellence
Date: 23/12/22

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

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

### **2. YOUR RESPONSIBILITIES**

2.1 You are responsible for determining the scope of the Secondee's work and have overall responsibility for the supervision of the Secondee. You are also responsible for determining that the scope and quality of the Secondee'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 Secondee 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, 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 Secondee, accessing your network.

3.2 It is possible that the Secondee 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 responsibility.

### **4. LIABILITY PROVISIONS**

4.1 We will not be supervising the Secondee during the Secondment and we cannot be responsible for the Secondee's work. During the Secondment, the Secondee 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 Secondee. Deloitte shall not be responsible for any Losses resulting from or connected with the work undertaken by the Secondee.

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 Secondee, except to the extent finally and judicially determined to have resulted from the Secondee'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 Secondee) against any Losses incurred by any of the Deloitte Parties as a result of any claim, proceeding or demand made by the Secondee 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 Secondee) against any Losses in

respect of any allegation by the Seconded 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 in 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.