



STATEMENT OF WORK NO. 25

Between

Unilever Europe Business Centre & BORN Commerce Private Limited., covering Unirgy Extension Services Purchase starting from 26 March 2021 (“Effective Date”) until 25 September 2022 (“End Date” of this SOW)

This Statement of Work No. 25 (“SOW”) should be read in conjunction with Unilever Purchasing Agreement or Master Service Agreement (**UPA Reference Number #..... or MSA reference number #.....**) executed on 25 March 2019 Between Unilever Business and Marketing Support AG and BORN Commerce Private Limited (“MSA”).

All the terms and conditions in the above stated Unilever Master Servicing Agreement are applicable to this Statement of Work.

Term: This Statement of Work (“SOW”) shall effect as of Effective Date and shall continue for a period of 18 months until 25 September 2022 (“End Date”) for the Scope of Services to be performed by BORN Commerce Private Limited (“BORN”) for Unilever Europe Business Centre (“Unilever”). Unirgy Software shall be consider as an execution party to this SOW. Unirgy or Unilever shall take whole responsibility related to the Unbxd product under this SOW.

1) Statement of Work:

Client: Unilever {If using India Legal entity, Unilever Industries Private Limited, GST Registration No. 29AAACU0791P1ZP}

Project Name: Unirgy Extension (6 instances) for Unilever

Statement of Work 25 – Effective Date on 26 March 2021 until 25 September 2022

MSA/UPA Agreement #: Signed

Project Code: Not Available

Supplier Code (Vendor Code in Ariba): 0050558193

Supplier Billing Address:

BORN COMMERCE PRIVATE LIMITED

Ground Floor, Salarpuria Touchstone, Salarpuria Touchstone,
Kadubeesanahalli, Varthur Hobli, Bangalore, Bengaluru (Bangalore)
Urban, Karnataka, 560103, INDIA.

Supplier GST Registration Number : 29AADCT7218F1Z8

Supplier Service Account Code : SAC Code 9983

2) Project Background and Scope of Services:

A. Project background:

Unilever is planning to develop and launch native B2B eCommerce websites. Unilever wishes BORN to procure the Unirgy Extension Services as mentioned under this SOW.

B. Scope of Services and Objectives ("Collectively referred to as "Scope of Services" or "Services")

BORN shall provide services to the client under the terms of this SOW, which commences on Effective Date, and continue until 25 September 2022 or continues until completion of the scope, deliverables, and activities, unless otherwise stated.

Services shall be provided on a fixed fee basis in accordance with the assumptions defined under this SOW.

(i). Scope

BORN shall procure six (6) Unirgy Marketplace extension licenses for Unilever.

3) Project Timelines:

BORN shall provide the Scope of Services to Unilever for a period starting from Effective Date until 25 September 2022. Start date can be moved to a later date, which needs to be notified 2-3 weeks in advance to the BORN team by the client

4) Engagement with Unirgy :

The Parties acknowledge that Unilever requested BORN to purchase the Unirgy Marketplace extension licenses on behalf of Unilever due to its internal process, delay in the implementation. Analysing the above request/case and business relationship with the Client, BORN shall agree to procure the said licenses on behalf of the client from Unirgy without any legal obligation to the client or Unirgy and in turn provide it to the Client (with no mark-up/additional cost for product purchase) for stable performance of the project works.

The Client shall agree to Unirgy terms and conditions as a Product beneficiary and pay the Product cost through Born to Unirgy. Hereby, the Client waives any legal and/or moral rights/obligations including but not limited to extended warranty, product performance/stratification, purpose, etc. under this Engagement solely with BORN.

Commercial Impact**5) Commercial details:**

Scope of Services	Charges (in Euros)
Unirgy Marketplace Suite Licenses (6 No.s)	Euros 78,057

✓ Assumptions for this Project

- i. The above fees are exclusive of Taxes & any applicable statutory charges;
- ii. The price is net of Withholding Tax if any;
- iii. BORN team will be working out of BORN offices and will be traveling to Unilever's office as per request;
- iv. Any Travel as per approval from the Unilever Team, will be billed at actuals as per the agreed terms in the MSA; and

6) Payment Schedule

Milestone	Percentage (%)	Invoicing Date	Amount (in Euros)
On Contract Signature	100%	26 March 2021	78,057

7) Other Overheads

	UOM	Rate (Per day)	Total Amount (For 3 days workshop)
Laptop Charges (Rental)	N/A	N/A	N/A
Data Card	N/A	N/A	N/A
Mobile charges	N/A	N/A	N/A

8) Bank Details for Payment -

The Hongkong and Shanghai Banking Corporation Limited

Account Number - 073142994001

RTGS/NEFT IFSC - HSBC0560002

SWIFT CODE – HSBCIN

17)The Commercial:

The overall commercial for this project shall be **EUROS 78,057** for the complete duration, based on the assumptions stated above. The cost set forth in this section will increase only if the parties agreed in writing to changes in the complexity of the project through a change request form.

Total Fixed Billing will be **EUROS 78,057** as per the assumptions stated above.

18) Payment Term:

BORN shall raise an invoice during the signature of the contract, Unilever shall pay any and all invoice(s) within ninety (90) days from the date of receipt of invoice(s).



19) Signatures.

This SOW is effective when signed by both Main Parties. Both signatures may be inscribed together on the same document or inscribed individually on separate documents that have the same content. Original signatures to this SOW are not required to establish the effectiveness, authenticity, or enforceability of this SOW. Photocopies of this SOW bearing the signatures of both parties are effective as originals. Signatures sent electronically (facsimile or scanned and sent via email and e-signatures) will be deemed original signatures. The Main Parties’ Affiliates may translate this SOW for reference purposes or to file it before their local courts. In case of a contradiction between the English version and the corresponding translation, the English version will prevail.

IN WITNESS WHEREOF, the parties or their duly authorised representative have executed this SOW on the day of Effective Date of this SOW.

Unilever Europe Business Centre	BORN Commerce Private Limited
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

DocuSigned by:
Manon Bouwman
DD9C3F5B0570443...

DocuSigned by:
Prakash Gurumoorthy
D8F8739ABC05453...

DocuSigned by:
Rakesh Kumar
7D223AA28C3442D...

APPENDIX D

Travel and Expenses

Notwithstanding anything contained in the Agreement, the Supplier is 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 100km (e.g. Suppliers London office to Unilever London offices).

Supplier shall adhere to the Unilever Group prevailing travel and expenses policy valid at the time of the Project. The need for and scale of travel expenditure will be agreed for each statement of work and any travel has to be approved upfront by Unilever. In some cases, it can be beneficial to book travel via Unilever.

This option shall be discussed and agreed upon with the respective Unilever stakeholder.

For International travel (outside India), the per-diem charges are around USD 75/day for every day of travel. All expenses pertaining to Hotel and Airfare will be invoices based on actuals. The travel will be preapproved by Unilever in writing.

For local travel (in India), the per-diem charges are around INR 750/day for every day of travel. All expenses pertaining to Hotel and Airfare will be invoices based on actuals. The travel will be pre-approved by Unilever in writing.

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.

Unilever will pay the Travel and Expenses to BORN on actuals. Per-diem to be paid as agreed above.

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