



**Appendix A (Template Project Work Order)
COA Schedule 1D
Application Development Services**

DATE: 2ND APRIL 2025

PROJECT WORK ORDER ("PWO")

Between

UNILEVER U.K. CENTRAL RESOURCES LIMITED

and

ACCENTURE (UK) LIMITED

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TABLE OF CONTENTS

1.	Key details	3
2.	Definitions	4
3.	Terms Incorporated Within This PWO	4
4.	PWO Term	4
5.	Project Termination without cause	4
6.	Project summary (including scope and requirements)	4
7.	Acceptance	12
8.	Project delivery	16
9.	Hyper care	17
10.	Milestones	17
11.	Personnel	17
12.	Risk assessment and mitigation	18
13.	Impact analysis	20
14.	Sarbanes oxley statement	20
15.	Project impact	20
16.	Charges	21
17.	Reporting	22
18.	Software & tooling	22
19.	PWO Dependencies	22
20.	Special Conditions	23

THIS PROJECT WORK ORDER was made on 2nd April 2025.

BETWEEN:

- (1) **UNILEVER U.K. CENTRAL RESOURCES LIMITED (REGISTERED NUMBER 00029140)**, whose registered Office is at Victoria Embankment 100, London Ec4y0dy, United Kingdom ("**UNILEVER**"); and
- (2) **ACCENTURE (UK) LIMITED**, a company registered in England and Wales with Company Number 04757301 and whose registered office is at 30 Fenchurch Street, London, EC3M 3BD (the "**Supplier**").

WHEREAS:

- I. The Parties have entered into a Call Off Agreement dated 30th November 2020 (the "**Agreement**"), which incorporates the terms and conditions of an Enterprise Framework Agreement entered into by the parties on or around 19th December 2018.
- II. In accordance with Clause 4 (*Work Order and Services*) of the Agreement, the Parties have agreed to enter into this PWO for the supply of the Application Development Services detailed below.

NOW IT IS HEREBY AGREED as follows:

1. KEY DETAILS

PWO No:	701485	Version No:	1.0	Status:	Final
PWO Title:	Digital Planning for HW				
Unilever Reference:	Cost Center - A956008651	Unilever Project name:	Digital Planning for HW		
Unilever innovation area:	Supply Chain	Billing Details:	Unilever Central Europe Central Billing		
Supplier Project Manager:	Varun Bhatia varun.c.bhatia@accenture.com	Date PWORF accepted:	28 th February 2025		
PWO Charges	Total estimated man days = 1,463.05-man days Total estimated charges = €727,042 (including expenses)	Unilever Representative:	Unilever budget approver: <u>Ayush Kumar</u> _Ayush.kumar@unilever.com Unilever content approver: Aarti Gandhi aarti.gandhi@unilever.com Unilever procurement approver: Rajagopal Nair Rajagopal.Nair@unilever.com		
Project Initiation Date:	7 th April 2025	Phases of Project covered by PWO:	Design, Build, Test and Deploy		
Planned Delivery Start Date:	7 th April 2025	Planned End Date:	31 st December 2025		

2. DEFINITIONS

2.1 Terms and expressions used in this PWO shall have the meanings given in **GT Schedule 1** (*Definitions and Interpretation*) and the Agreement, unless expressly stated otherwise herein.

2.1.1 Unilever Third Party Service Provider – Kinaxis

3. TERMS INCORPORATED WITHIN THIS PWO

3.1 This PWO is part of, and is governed by, the terms of the Agreement as amended from time to time.

3.2 This PWO includes the attached Exhibits (including any Attachments thereto), each of which is incorporated by this reference.

3.3 In the event of express conflict or inconsistency between:

3.3.1 the terms and conditions in an Exhibit to this PWO and the terms and conditions of this PWO, the terms and conditions of the PWO shall prevail; and

3.3.2 a clause of the Agreement or a provision of a Schedule and a provision contained in this PWO, the clause or provision of this Agreement or a Schedule shall prevail unless this PWO states as a Special Condition that the provision of the PWO shall take precedence over the specifically identified clause or provision of the Agreement or a Schedule.

4. PWO TERM

4.1 This PWO shall take effect on 7th April 2025 (“WO Effective Date”) and, unless terminated earlier under Clause 28 (Termination of the Agreement), continue

4.2 ☒ until 31st December 2025

5. PROJECT TERMINATION WITHOUT CAUSE

5.1 In accordance with Paragraph 7.1 (*Termination without cause*) of COA Schedule 1D (*Application Development Services*), the period of notice for Unilever to terminate this PWO without cause shall be:

5.1.1 ☒ three (3) weeks.

5.2 Where Unilever terminates this Project Work Order without cause, then no Termination Charges shall be payable by Unilever arising from or in connection with such termination, unless expressly agreed otherwise and set out in Paragraph 17 (Charges) of this PWO.

6. PROJECT SUMMARY (INCLUDING SCOPE AND REQUIREMENTS)

Background

6.1 Unilever has embarked on a planned transformation journey to digitize its demand and supply planning processes using Kinaxis system (Kinaxis Maestro System).

Under this PWO, Unilever has requested the Supplier to create an application development team to cater to the Change Requests or any new functionalities (as applicable) which would be arising from their Operating Companies (OpCo) under Health and Wellbeing sector to enhance the Template Features already rolled out across regions and to provide deployment support (i.e., retrofits, KT, and regional bug fix). Current backlog is outlined in Attachment C of this PWO.

Project Scope and Services

- 6.2 In addition to providing the services, functions and responsibilities described in COA Schedule 1D, Supplier shall perform the following Application Development Services:
- 6.2.1 The scope of services under this PWO shall apply to the categories currently live across regions in Kinaxis Maestro Business Groups:
- 6.2.2 Supplier and Kinaxis shall perform the below mentioned activities as per the RACI matrix provided in Attachment D below.
- (a) **Requirement:**
- (i) **Governance**
- (aa) Supplier and Kinaxis shall participate in operational risks and plan completion tracking.
- (b) **Build and Configuration**
- (i) Supplier and Kinaxis shall build and perform unit testing.
- (ii) Supplier and Kinaxis shall provide playback activities and incorporate the feedback.
- (iii) Supplier and Kinaxis shall update the solution manual.
- (iv) Supplier and Kinaxis shall conduct Knowledge Transfer (KT) sessions with the BAU team for continued support.
- (c) **E2E Testing**
- (i) Supplier and Kinaxis shall provide support for End 2 End (E2E) testing.
- (ii) Supplier and Kinaxis shall provide support for analyzing defect resolution.
- (iii) Supplier and Kinaxis shall provide support for coordinating with Unilever Third Party Service Providers for the execution of E2E testing.
- (d) **User Acceptance test support and execution coordination**
- (i) Supplier and Kinaxis shall provide User Acceptance Test (UAT) support and execution coordination.
- (ii) Supplier and Kinaxis shall provide UAT support for:
- (aa) defect fixes coordination with the Supplier's core team.
- (bb) UAT technical query resolution.
- (e) **Deployment and cutover**
- (i) Supplier Innovate team shall be involved for the deployment in first identified region by Unilever global SMEs. However, for other regions the accountability for regional deployment and cut over activities lies with the Supplier team. Supplier Innovate team shall provide the KT to the Supplier regional deployment team post development and unit testing as per the timelines set out in **Attachment B (High Level Project Plan)** of this PWO.
- (f) **Post Go live support**
- (i) Supplier shall provide four (4) weeks of Post Go-Live support, to only perform bug issues in line with the solution provided by Unilever.

- (ii) Supplier regional deployment team shall provide the KT to the regional BAU team and AD team shall perform the PGLS.
- (g) **SME (Subject matter Expert) support**
 - (i) Supplier will deploy an onshore SME along with an offshore SME to facilitate accelerated business delivery and opportunity identification.
 - (ii) Supplier will also perform the E2E (End to End test) during the Project lifecycle.
- (h) Offshore Support:
 - (i) Offshore team shall be available to support Business issues and queries during the applicable PST hours.

Note 1: The parties have agreed the responsibility matrix (RACI Table) set out in Attachment D of this PWO, which sets out the relevant accountabilities of the parties, has been agreed between Supplier, Unilever (ETS), Unilever business (PACE) and Kinaxis and shall be applicable to this PWO.

Note2: The scope for this PWO has been mentioned in the Attachment C. There are confirmed deliverable spanning till July. The future requirements are being discussed and the project plan will be aligned based on the outcome of the discussions. The scope for this PWO until July is defined above. However, the term of the PWO is 31st December 2025. The scope for the PWO for the months spanning from August to December would be determined through discussions and subsequent CRs.

6.3 **Assumptions**

- 6.3.1 High-Level Estimates (HLE) provided for high-high and high-medium functionalities are at very high level, changes in HLEs are expected based on detail requirement gathering.
- 6.3.2 Deployment of requirements in all other regions in scope shall take place as per the agreed deployment plan.
- 6.3.3 Solution Consultant HLE does not determine the count of resource during a month across whole period. Consistent number of SC shall be deployed across months to avoid steep reduction and increase in resource count.
- 6.3.4 Unilever SMEs shall be available for the required activities during the project, primarily during major holidays.
- 6.3.5 Any change in the requirement build timelines shall lead to revision of SC HLEs.
- 6.3.6 Any changes in the innovate/deploy approach and timelines shall lead to revision of HLEs split.
- 6.3.7 Any changes to the global template or harmonized data model shall require approval from the design authority or appropriate approval board.
- 6.3.8 Quality Assurance (QA) refresh with full data set on quarterly basis (as applicable).

6.4 **Note:**

- Supplier shall work with Unilever to jointly define the business requirements applying the assumptions mentioned below:

- Supplier shall not be accountable for driving the stated, indicative benefits under this PWO.

- The Project does not require resources to be in a secure bay for the duration of the Project.
- All timelines involving deployment in this Project are tentative and are based upon the current information from Unilever. It is understood that these timelines are not firm and binding until Unilever reverts with specific commitments on countries and availability of supporting systems and resources based upon the overall Unilever project. The parties agree to manage any impact through the Change Control Procedure.
- The scope and work efforts are based on a high-level understanding of requirements. Throughout the plan/analyze/design phase of the project, high level requirements shall be validated, and detailed requirements shall be defined. Checkpoints shall be done throughout that process to determine if any new requirements shall significantly change the scope and work effort which shall be communicated to client immediately. At the end of the plan/analyze/Design phase, a validation of the scope and work effort shall be completed and signed off by client before proceeding.
- System Integration Test (SIT) & UAT for integration test shall be conducted in Kinaxis Maestro QA system. SIT and UAT shall be performed using the data set originating from QA of SAP ECC, SAP BW and SAP APO system to QA of Kinaxis.
- E2E & UAT for Kinaxis releases shall be conducted in Kinaxis QA environment. During E2E & UAT for Kinaxis releases, the data shall be automatically extracted from Production of ECC, APO and BW & other production source system as applicable and manually loaded in Kinaxis QA environment.
- Unilever shall create and update Master data / Transactional data in the required environments.
- Supplier assumes that there may be a possibility of additional efforts on multiple systems (Aera, Datalake, SUMI). Any additional effort in integration will be managed by Unilever with its Unilever Third Party Service Providers/Vendors during various phases of the project i.e., design, build, test and deploy, data extraction etc.
- Any middleware development requirement for above will be managed by Unilever with its Unilever Third Party Service Providers/Vendors as required on T&M basis.

It is assumed that any support pack upgrade shall be a part of major release. These support pack upgrades shall be taken to production environment along with each wave. Any exception to this process shall be managed by the Kinaxis Rapid Response Support team.

- The parties have discussed and agreed to the entry gate criteria under Paragraph 6.3 of this PWO, without which the next phase of the project cannot be commenced.
- Solution is estimated with underlying assumption that integration architecture shall be same as across regions at present.
- Effort for any data reconciliation / validation post cutover is not considered in the effort.
- Any data variation to global model governance shall be redirected to the Unilever design board.

Deliverables

- 6.5 The Application Development Services include the submission of the following Deliverables for acceptance by the dates stated below.

DELIVERABLES FOR ENTRY TO BUILD ARE MENTIONED IN THE BELOW TABLE. TIMELINES ARE TENTATIVE AND MIGHT CHANGE BASED ON BUSINESS & UNILEVER SME INPUT: -

Name of Deliverable	Deliverable Specification	Acceptance criteria	Committed Date
High Level Requirements and Scope	Unilever to provide a detailed high-level requirements and scope document.	<u>Unilever Sign-Off</u>	7 th April, 2025
Business Requirement Document	Unilever to provide a detailed business requirement document.	<u>Unilever Sign-Off</u>	7 th April, 2025
Resource Plan	Supplier shall provide the document detailing the resource plan for the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below <u>Unilever Sign-Off</u>	7 th April, 2025
Detailed Project Management and Plan	Supplier to provide a detailed project management and program plan document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below <u>Unilever Sign-Off</u>	7 th April, 2025

DELIVERABLES FOR ENTRY TO E2E (END2END) ARE MENTIONED IN THE BELOW TABLE: -

Supplier Innovate team shall perform building and unit testing of the functionalities.

Name of Deliverable	Deliverable Specification	Acceptance criteria	Committed Date
Integration Architecture and Technical Design	Supplier shall prepare the integration architecture and technical design document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	5 th May 2025

Product Test Scripts & Test Scenarios	Supplier and Unilever SMEs shall prepare the test scripts and test scenarios document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	5 th May 2025
End User Test Plan	Unilever to prepare the end user test plan document.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. Unilever Sign-Off	5 th May 2025
Product Test Scripts – Interface	Supplier shall prepare the product test scripts interface document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	19 th May 2025
End User Test Scripts	Unilever to prepare the end user test scripts.	<u>Unilever Sign-Off</u>	19 th May 2025
Cutover Detailed Work Plan Business and IT	Supplier shall prepare the cutover detailed work plan document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	19 th May 2025
End user Training Material (Key / Super User)	Unilever shall prepare the end user training document related to the project.	<u>Unilever Sign-Off</u>	19 th May 2025

DELIVERABLES FOR ENTRY TO UAT ARE MENTIONED IN THE BELOW TABLE : -

Supplier Innovate team shall provide support for deploying the functionalities to first identified region by Unilever global SMEs and for other regions. Regional Deployment shall provide support for deploying the functionalities in their respective regions.

Name of Deliverable	Deliverable Specification	Acceptance criteria	Committed Date
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Technical Go live Readiness	Supplier and Kinaxis to prepare the technical go live document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	26 th May 2025
Regression Test	Supplier and Kinaxis shall prepare the regression test document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	NA
Performance Testing	Kinaxis shall prepare the performance testing document related to the project.	Material compliance with the deliverable description in line with Paragraph 7 (<i>Acceptance Criteria</i>) below. <u>Unilever Sign-Off</u>	NA
Business UAT Exit Sign Off	Unilever to provide the business UAT exit sign off.	<u>Unilever Sign-Off</u>	30 th June 2025
Go-No Go decision for Business Go Live	Unilever to provide the business go live decision.	<u>Unilever Sign-Off</u>	30 th June 2025

DELIVERABLES FOR GO LIVE ARE MENTIONED IN THE BELOW TABLE

Supplier Innovate team shall provide support for deploying the functionalities to first identified region by Unilever global SMEs and for other regions, regional deployment team shall provide support for deploying the functionalities in their respective regions.

Name of Deliverable	Deliverable Specification	Acceptance criteria	Committed Date
PGLS Exit Sign Off	Unilever to provide the PGLS exit sign off.	<u>Unilever Sign-Off</u>	28 th July 2025

DELIVERABLES FOR ENTRY TO BAU ARE MENTIONED IN THE BELOW TABLE

Supplier Innovate team shall provide support for deploying the functionalities to first identified region by Unilever global SMEs and for other regions. Regional Deployment team shall provide support for deploying the functionalities in their respective regions.

Name of Deliverable	Deliverable Specification	Acceptance criteria	Committed Date
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Project Status Report	Supplier shall provide the project status report document.	Material compliance with the deliverable description in line with Paragraph 7 (Acceptance Criteria) below. <u>Unilever Sign-Off</u>	28 th July 2025
Submitting the Completion Notification Form (CNF).	Supplier shall submit the CNF, Document containing project completion details.	Material compliance with the deliverable description in line with Paragraph 7 (Acceptance Criteria) below. <u>Unilever Sign off</u>	28 th August 2025
Completion Notification Sign-off	Unilever to provide the Completion Notification sign off.	Material compliance with the deliverable description in line with Paragraph 7 (Acceptance Criteria) below. <u>Unilever Sign off</u>	28 th August, 2025

Requirements

6.6 The Application Development Services completed by Supplier shall meet the following requirements:

6.6.1 As set out in Paragraph 6.2 (*Project scope and services*) of this PWO

Specifications

6.7 The agreed specifications for this project are as set out below:

6.7.1 Please refer to column 2 of table in Paragraph 6.5 (*Deliverables*) of this PWO above for detailed specifications for the deliverables.

6.7.2 Unilever agrees that the above specification is sufficient to meet the requirements as set out in Paragraph 6.6 (*Requirements*) of this PWO.

Service Hours

6.8 Offshore Team: 9 am IST to 6 pm IST

Onshore Team: 9 am to 5 pm PST

Out of Scope

6.9 Supplier shall not be responsible for the following activities under this PWO:

6.9.1 Any activity related to providing final decisions on technical requirements and scoping.

6.9.2 Any activity related to business change management, user trainings and associated activities with respect to training and communication.

6.9.3 Any activity related to integration build for non-SAP systems including, Anaplan, ACPTM, FEU, AERA, D365, Data Lake etc., as they are managed by Unilever Third Party Service Providers team.

6.9.4 Any activity related to integration with Supply Chain Data Gateway application (SCDG).

6.9.5 Master Data (MD) check tool.

6.9.6 Any activity related to master data and transaction data creation in source systems.

7. ACCEPTANCE

Acceptance Criteria

7.1 The acceptance criteria for this Project is that the functionality deployed is in accordance with the signed off functional design Deliverables.

7.2 All document Deliverables provided by Supplier shall be subject to review and acceptance in accordance with the process set out below.

Document Deliverables should:

- be in the format agreed between the parties;
- use media that is appropriate to the purpose of and intended audience for the Deliverable; and
 - (a) contain content that includes:
 - (b) a statement of the scope, purpose and objectives of the Deliverable,
 - (c) the intended audience for the document, and
 - (d) sufficient information and functional detail to meet the purpose and objectives of the document.

7.3 *Acceptance Process*

Document Deliverables

- (a) The Project acceptance criteria for any document Deliverables are set out in Paragraph 7.2 above.
- (b) Supplier shall submit any requested document Deliverables for which it is responsible under the PWO to Unilever for acceptance (acting reasonably) as against the Project acceptance criteria. The document Deliverables shall be stored in the designated electronic Unilever repository by the delivery date specified in the PWO, or if no delivery date is specified, within 20 Business Days of receipt of Unilever's request.
- (c) Unilever shall promptly notify Supplier in writing if the document Deliverables do not meet the Project acceptance criteria. If the document Deliverables do not meet the relevant Project acceptance criteria, Unilever shall reasonably specify the amendments to be made to the document Deliverables, and Supplier shall be given a reasonable opportunity to amend the document Deliverables accordingly. Unilever shall be deemed to have accepted the document Deliverables if;
 - (i) it does not provide its proposed amendments to Supplier within 20 Business Days of having received the document Deliverables from Supplier;
 - (ii) Unilever and Supplier formally agree in writing to move into the next phase of work as set out in the relevant PWO; or

- (iii) Unilever puts the relevant document Deliverable into productive use provided that where Unilever only puts part of a relevant document Deliverable into productive use, only that part of the document Deliverable shall be deemed to have been accepted pursuant to this provision and Unilever shall only be entitled to exercise any right to withhold payment for that part only of the document Deliverable not put into productive use.
- (d) If the document Deliverables do not materially meet the Project acceptance criteria (as reasonably determined by Unilever) by the relevant date stated in the Project Plan and/or the PWO, or by the end of the reasonable period given to Supplier to amend the document Deliverables pursuant to Paragraph 7.3 (c), or in the absence thereof, within a reasonable time then Unilever may (without affecting its other rights) by notice in writing to Supplier:
 - (i) extend the period for completion to a reasonable date specified in the notice. The document Deliverables shall then be resubmitted by Supplier for approval by Unilever in accordance with this Paragraph. At the end of such period, this Paragraph shall re-apply and Unilever may (without prejudice to its right to reject a document Deliverable for not meeting the Project acceptance criteria) exercise its rights under this Paragraph on up to three separate occasions in respect of the Project Plan or PWO (unless otherwise agreed by the parties); or
 - (ii) refer the issue to be resolved through the Governance procedures set out in Schedule 5 (*Governance*) including, for the avoidance of doubt, through the dispute resolution procedures set out in Clause 48 (Dispute Escalation Process) of the **GT Annex B**.

7.4 Acceptance testing

- (a) The Project acceptance criteria for any Deliverables are as set out in Paragraph 7.2. above.
- (b) The parties shall carry out, via the process of testing Deliverables to verify compliance with applicable Project acceptance criteria, ("**Acceptance Testing**") in accordance with the Project Plan.
- (c) Unilever acknowledges that it may be required to produce certain deliverables in order for Supplier to be able to provide the Project ("**Unilever Deliverables**"), any such Unilever Deliverable shall be deemed to be a Dependency, and that the parties shall, acting reasonably, consider and agree whether acceptance testing of any Unilever Deliverables is required for any relevant Project.
- (d) The Project acceptance criteria shall include measures for assessing whether or not the Deliverable meets the relevant Project acceptance criteria and tolerance levels, including:

- (i) details of the checks to be made and the results which must be produced if the Project acceptance criteria are to be considered to have passed;
 - (ii) the identity of the party who shall undertake the assessments;
 - (iii) information that Supplier has agreed to provide to Unilever in order to ascertain whether the relevant acceptance criteria have been satisfied; and
 - (iv) any other Project acceptance criteria required pursuant to a PWO.
- (e) The Project acceptance criteria will define the different rules and tolerance levels (if applicable) in respect of acceptance testing for the application functionality (for example, the Project acceptance criteria may specify that the existence of “**minor problems**” will not prevent the application functionality from being accepted). Notwithstanding the foregoing, Supplier shall correct failures of the application functionality to meet the Project acceptance criteria within a reasonable period of time of the failure being identified.
- (f) During Acceptance Testing, the Deliverable shall be tested and verified against the relevant Project acceptance criteria set out in the relevant PWO. As soon as reasonably practicable after completion of Acceptance Testing, Unilever shall issue a written notice that states that a Deliverable meets the Project acceptance criteria (“**Project Acceptance Certificate**”) in respect of the particular application functionality, provided that the Project acceptance criteria are satisfied in respect of the Deliverable.
- (g) Issue of the Project Acceptance Certificate shall not affect any of Unilever’s rights under this Agreement or otherwise, except that Unilever shall not be entitled to reject the Deliverable to the extent that the Project acceptance criteria have been passed (in Unilever’s opinion acting reasonably) and a Project Acceptance Certificate issued, in respect of the Deliverable.
- (h) To the extent that Supplier is carrying out any Acceptance Testing, it shall keep Unilever informed and updated on the progress of Acceptance Testing (including the results of any tests) and provide Unilever with information as agreed between Supplier and Unilever in order to ascertain whether the relevant acceptance criteria have been satisfied.
- (i) If the Project acceptance criteria are not satisfied, following Acceptance Testing, Unilever shall notify Supplier, specifying any perceived deficiencies; provided that, if:
 - (i) Unilever does not notify Supplier within a reasonable time and in any event within 10 Business Days (or such other period that is agreed in writing between the parties) after completion of Acceptance Testing that they are not satisfied;
 - (ii) Unilever and Supplier formally agree in writing to move into the next phase of work as set out in the PWO; or

- (iii) Unilever puts all or any relevant part of the application functionality into productive use other than for testing or diagnostic purposes, the Project acceptance criteria applicable to that Deliverable shall be deemed to have been met.
- (j) Supplier shall be given a reasonable opportunity following receipt of a notice given under paragraph 7.4(i) to cure the defects in the application functionality and the Deliverable shall be re-tested in accordance with the process set out in paragraphs 7.4(f) to 7.4(i) above.
- (k) If by the date(s) set out in the relevant PWO or Project Plan for the completion of Acceptance Testing or after re-testing pursuant to paragraph 7.4(j) the Project Acceptance Criteria in respect of the Deliverable have not materially been met, then Unilever may (without affecting its other rights under this Agreement or otherwise,) by notice in writing to Supplier:
 - (i) extend the period for completion to a reasonable date as specified in the notice, in which case Supplier shall seek to cure the outstanding defects and the application functionality shall be re-tested in accordance with paragraphs 7.4(f) to 7.4(j). At the end of such period, this paragraph 7.4(k)(i) shall reapply, so that Unilever may (without prejudice to its right to reject the application functionality for not meeting the Project Acceptance Criteria) exercise its rights under this paragraph on up to three separate occasions unless otherwise agreed by the parties, failing which Unilever may refer the issue to be resolved in accordance with paragraph 7.4(k)(ii); or
 - (ii) refer the issue to be resolved through the Governance procedures set out in Schedule 5 (*Governance*) including, for the avoidance of doubt, through the dispute resolution procedures set out in Clause 48 (*Dispute Escalation Process*) of this **GT Annex B**.

8. PROJECT DELIVERY

Supplier Activities

- 8.1 In addition to providing the responsibilities described in the Responsibility Matrix in COA Schedule 1D, the Supplier shall perform the following activities:
 - 8.1.1 Supplier shall jointly conduct sessions with Unilever to understand requirement and articulate the requirements into system process.
 - 8.1.2 Supplier shall create and deliver the design deliverable in accordance with Paragraph 6.4 (*Deliverables*) of this PWO.
 - 8.1.3 Supplier shall create and deliver the technical design deliverable in accordance with Project timeline.
 - 8.1.4 Supplier shall perform the test phase activities as set out in Paragraph 6.4 of this PWO.
 - 8.1.5 Supplier shall deploy the changes in the Kinaxis Maestro system, and all applicable in-scope systems for Supplier.

- 8.1.6 Supplier shall perform PGLS (remotely) over a specified period as agreed mutually with Unilever for every in-scope requirement, commencing from their respective go-live dates in accordance with the overall timelines.

Unilever Activities

- 8.2 In addition to providing the responsibilities described in the Responsibility Matrix in COA Schedule 1D as Unilever responsibilities, Unilever shall perform the following activities:
- 8.2.1 Unilever shall ensure that all relevant Unilever and Unilever third party personnel attend all planning sessions.
- 8.2.2 Unilever shall ensure that all relevant Unilever and Unilever third party personnel attend all analyses sessions. Unilever shall sign off the required Deliverables in accordance with the timescales set out in the Project Plan.
- 8.2.3 Unilever shall ensure that all relevant Unilever and Unilever Third Party Service Provider teams are available during the design sessions and for the deliverables review and sign off in accordance with the High-level Project Plan set out at "Attachment B" of this PWO.
- 8.2.4 No later than 30th June 2025, Unilever shall perform UAT activities under Kinaxis Maestro Production system and provide approval to deploy in production.
- 8.2.5 Unilever shall ensure presence of Unilever and required Unilever Third Party Service Providers for the deployment activities. Unilever shall ensure that the Deliverables identified as Unilever responsibility in Paragraph (6.4) Deliverables are delivered in accordance with the timeframes shown therein.

Project Timeframes

- 8.3 The Project timeframes, key project delivery milestones, and key gate dates are as set out in the High-Level Project Plan at Attachment B of this PWO.

Delivery Centres

- 8.4 The Supplier may change the location of any Delivery Centre at its sole discretion provided such change does not adversely impact (i) the Services, (ii) the Supplier's ability to comply with its obligations, or (iii) Unilever's receipt of the Services, in each case in any material respect and provided such change does not result in any increase to the Charges. Any change in delivery centre will be done with prior intimation to client.

Delivery Centre in use: India, USA

9. SERVICE LEVELS

Both the Parties agree that this project follows Agile methodology, and the Service Levels set out in Attachment A (Service Levels and Key Performance Indicators) of COA Schedule 2 (Service Level Methodology) shall not apply to this PWO.

10. HYPER CARE

Not applicable

11. MILESTONES

Both the Parties agree that the Milestones will not be applicable to this PWO.

12. PERSONNEL

12.1 The Supplier Personnel must have the following language skills:

12.1.1 Not Applicable

12.2 The following matrix sets out the Supplier resource profile used to provide Services under the PWO:

12.2.1 As set out in Attachment A (*Supplier Charges: Resource Effort and Charges Breakdown by Month*).

12.3 The parties agree that the following roles/functions shall be Key Personnel for purposes of this PWO and the individuals named below shall service in such positions:

12.3.1 Not Applicable

13. RISK ASSESSMENT AND MITIGATION

13.1 Risks will be monitored proactively and project team shall try to mitigate the risks upon identification of the same:

Risks, Mitigations and Ownership

No.	Risk Description	Probability	Impact	Mitigation Action	Owner
1	There is a risk of limited availability of Unilever supply chain stakeholders	Medium	Unable to execute project related activities leading to delay in timelines.	Unilever shall ensure early alignment with stakeholder on business commitment. Unilever shall communicate with Unilever business team on estimated commitment & create backup plan. Unilever market deployment team dedicated to support business including creating approach, orchestrating, bringing templates. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Unilever
2	There may be a risk that no parallel servers for support and enhancements available.	High	Incorrect configuration going into productionDelays and rework associated with deployment of issue	Unilever to establish a Change Control and Governance process to track, approve and retrofit changes across environments.	Unilever

			and functionality into production	Unilever shall rationalize user access with clear definition of roles and responsibilities. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	
3	There may be a risk that Kinaxis enhancement requests not released as per Unilever approved plan.	Medium	Timely availability of critical functionalities to achieve business benefits and value realization	Unilever shall have close coordination with Kinaxis to seek alignment on roadmap and Unilever shall get involved early to ensure new functionalities meet Unilever specific requirements. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Unilever
4	There may be risk of delay in sign off on business requirements, UAT, or any other document which is required to qualify Gate criteria from region or country.	Medium	Delay in sign off for critical document will cause delay in next Gate of the project plan and may cause cascading effect	Unilever needs to follow strict timelines for providing Sign Off for each document which are mandatory in project The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Unilever
5	There may be risk of issues originating from data load, transformation, manual steps will have direct impact on the environment availability for Dev / Test / Business simulation.	Medium	Unable to execute project related activities leading to delay in timelines.	Supplier shall provide an early engagement for data load. Continuously updating the cutover plan for each lower environment and utilize the learning each new data load. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Supplier
6	There may be risk of delay in interface development by the Unilever Third Party Service Providers.	High	Delay in interface development will lead to a delay in the overall go-live plan	Unilever shall provide an early engagement and commitment from the Third-Party Teams to meet the project timelines The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Unilever
7	There may be risk of delayed availability of	High	Delayed discovery of issues with respect automatically	Unilever shall ensure that E2E test will be executed based on	Unilever

	automatic extractors in the source system.		extracted to data leading to function and non - functional issues	manually extracted & manually loaded data. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	
8	There may be a risk associated with any change in scope related to drop composition, requirements, UL decision making delays etc.	High	This will result in impact on timelines	Pre-alignment (to be undertaken by UL) with the markets where the drops are planned and participation of these markets in the requirement workshops. The parties shall agree on how to deal with the impact in accordance with the Change Control Procedure.	Unilever

Sensitive Data

Sensitive Data	Mitigation
Not Applicable	Not Applicable

Personal Data

Personal Data				
Subject Matter	Duration of Processing	Nature and Purpose of Processing	Category of Personal Data	Unilever's Instructions/Requirements Processing
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

14. IMPACT ANALYSIS

Impact Analysis Questions		
Category	Yes/No/ Not Applicable/ Unknown	Comments
Does this Project introduce or modify any roles or authorization to the application system within the scope of this PWO?	No	
Does this Project introduce or modify any interface to the application system within the scope of this PWO? (For example, modifying XI interfaces to / from SAP R/3)	Yes	Interface development shall be done by Unilever along with Unilever Third Party Service Providers. Any changes required in Kinaxis system will be taken as a CR
Is this Project impacting more than one Unilever country or application?	No	
Will this project undergo application performance testing before promoting to the Production Environment?	Yes	Performance testing is done by Kinaxis team as and when needed and not part of this PWO scope.

15. SARBANES OXLEY STATEMENT

Sarbanes-Oxley Statement		
Does the project include, within its scope, any changes to the following Key Financial Systems? <i>(Note: If the project relates only to the development of interfaces with these systems then the response in the Yes/No column should be 'No')</i>		
Key Financial System	Yes/No	Comments
SAP S1P	No	
Siebel CRM4Retail	No	
Cordillera ECC	No	
Cordillera BPC	No	

16. PROJECT IMPACT

Impact on Services and Services Levels

16.1 Not Applicable

Impact on other IT Programmes

16.2 Not Applicable

17. CHARGES

17.1 The Charges for this PWO are calculated in accordance with the AD Rate Card set out in COA Schedule 4 (*Charges*).

17.2 Time and Materials

17.3 The estimated Charges set out in this PWO are exclusive of PMO tax. The actual Project Charges shall be invoiced by Supplier exclusive of any PMO tax, any applicable PMO tax shall be calculated and applied by Unilever internally in addition to the actual Charges invoiced by Supplier in respect of this Project.

17.4 Project expenses are estimated at 2% of Supplier Charges under this PWO. The key driver for this estimate is to cover the communication related cost and for Accenture resources to attend management meetings and stakeholder meetings at Unilever's request. The Charges for the Services under this PWO are based upon the following assumptions (if any):

17.4.1 Rates used to calculate these charges are subject to Indexation in accordance with the principles set out in Paragraph 10 of Part A of Schedule 4 (*Charges*).

17.4.2 The Charges for this PWO shall be subject to Currency Adjustments in accordance with the principles set out in Paragraph 13 of Part B of Schedule 4 (*Charges*).

17.5 Except as otherwise provided for in this PWO:

17.5.1 Supplier will not be entitled to any additional Charges or to establish new Charges. Such changes may only be effected in accordance with the provision of the Change Control Procedure; and

17.5.2 No cross-border travel is anticipated for the Project.

17.6 The Termination Charges (if any) for this PWO are:

17.6.1 Not Applicable

18. REPORTING

- Not Applicable

19. SOFTWARE & TOOLING

19.1 The software and tooling for this Project are as follows:

- Systems supported by Supplier and Kinaxis:
 - Kinaxis Maestro

20. PWO DEPENDENCIES

20.1 In addition to any Dependencies described in the COA Schedule 1D (*Application Development Services*), Unilever shall perform the following Dependencies:

- 20.1.1 Supplier is dependent upon Unilever and Unilever Third Party Service Providers for performing their respective Deliverables as per the dates set out in Paragraph 6.4 (*Deliverables*) of this PWO.
- 20.1.2 Supplier is dependent upon Unilever for coordinating and monitoring Unilever Third Party Service Providers activities and actions under this PWO.
- 20.1.3 Supplier is dependent upon Unilever for coordinating and monitoring Kinaxis activities and actions under this PWO.
- 20.1.4 Supplier is dependent upon Unilever and Unilever Third Party Service Provider for performance testing.
- 20.1.5 Supplier is dependent upon Unilever for conducting risks and plan performance tracking under this PWO.
- 20.1.6 Supplier is dependent upon Unilever to perform all the project activities within the scope of this PWO for which it is responsible.
- 20.1.7 Unilever project manager shall provide all information and documentation reasonably required by Supplier for effective development and implementation of this Project.
- 20.1.8 Unilever shall provide access to, and rights to use, the tools and software as required.
- 20.1.9 Unilever shall ensure that all required Unilever business users / process owners are available to participate in critical stages of the project (e.g., analyse/design workshops, UAT). Further, Unilever shall ensure that the required Unilever stakeholders are available to sign-off the in-scope deliverables such as General Design, Configuration Workbook, Test scripts, UAT results, etc. in accordance with the Project timelines. Any delays from Unilever end on the signoffs and or master data's quality and availability shall result in re-evaluation of the project timeline and adjustments to be made as appropriate.
- 20.1.10 Supplier is dependent upon the Unilever for any product related bug, enhancements or any other issue in any of the upstream or downstream systems which may impact the project timeline or service level. The parties shall manage any impact through the Change Control Procedure.
- 20.1.11 Supplier is dependent upon Unilever for ensuring that all Legal & Regulatory requirements are in place and highlighted during the GCM.

- 20.1.12 Supplier is dependent upon Unilever for internally aligning with the landscape and Unilever IT Geo teams for medium releases and exception releases for SAP ECC, SAP APO, FVIH, FEU, Sumi, Anaplan, HANA, Datalake and other Unilever Third Party Service Providers system changes.
- 20.1.13 Supplier is dependent upon Unilever for defining and signing off the extraction criteria for all country development data refresh initiated by Supplier.
- 20.1.14 Supplier is dependent upon Unilever to approve the integration strategy & landscape integration architecture before starting of Integration Build as per current plan
- 20.1.15 Supplier is dependent upon Unilever and Unilever Third Party Service Provider to perform integration testing with SAP ECC, SAP APO, FVIH, FEU, Sumi, Anaplan, HANA, Datalake and other upstream/downstream systems as required.

21. SPECIAL CONDITIONS

The following Special Conditions shall apply to this Project Work Order:

Not Applicable

EXECUTED by Unilever and the Supplier.



Signed by)
for and on behalf of **Paul Stevenson**)
Name:)
UNILEVER U.K. CENTRAL RESOURCES LIMITED)

15/04/25

Global Technology Director
.....
Director/Duly Authorised Signatory



Signed by)
Name: **Collette Cambridge**)
for and on behalf of)
ACCENTURE (UK) LIMITED)

11/04/25

Managing Director
.....
Director/Duly Authorised Signatory



Aarti Gandhi
Lead Manager- ISP
15/04/25



ayush.kumar@unilever.com Ayush
Director - Plan
15/04/25

Supplier Charges: Resource Effort and Charges Breakdown by Month

Note 1: Fiscal Years (FY) can have multiple rate card values due to changes in FOREX or indexation. Each month has the FY and a number in brackets, the number in brackets denotes the prevailing Rate Card that applies to that month.

(Double Click to open Excel File)

Attachment B

High-Level Project Plan

The following is a high-level plan for the phases of the project covered by this PWO. It is a graphical representation and is intended only to illustrate the project approach. It shall be finalised once the requirements are confirmed. If there is any conflict or inconsistency between the tasks or dates stated within this PWO and those within the Project Plan then the Project Plan prevails to the extent of the conflict or inconsistency.

Projects	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Olly Implementation D365	UAT	UAT	GOLive	PGLS					
Smarty Pants Implementation SP			Design	Build	Build	SIT/UAT	GL/PGLS		
CRs							TBD	TBD	TBD

* Timeline is tentative and might change based on business & Unilever SME input

Attachment C
Drop 5 - In Scope capabilities

1. Change Requests (CRs)

KGI / DevOPs	Capability Description
8097	Kinaxis Maestro build for Olly's source system migration to D365
Tentative	Kinaxis Maestro build for Smarty Pants' source system migration to D365
Tentative	Supply Planning implementation for Smarty Pants'
Tentative	UL Planned orders - New worksheet for firmed orders only
Tentative	Modify DP1 Automation Chain & Enable Partial commit and Mid Cycle commit for Onnit
Tentative	Working MPS history
Tentative	Forecast consumption logic
Tentative	Customer Group Pricing
Tentative	Copying outliers for linked Items
Tentative	Working Part Properties Active Filter
Tentative	LIV Closed Loop – Manual order

Attachment D
RACI Matrix

R – Responsible, A – Accountable, C – Consulted, I – Informed

Grouping	Activities	Unilever Business Pace	Unilever	Accenture	Kinaxis
			ETS		
Plan and Analyse	Gather requirements and User Stories	A/R	A/R	I	C
	Provide, process, reporting, technical, and localization requirements	A/R	A/R	I	I
	Planning and execution of workshops	A/R	A/R	I	C
	Conduct Fit-gap analysis for the requirements and user stories	A	A	R	C
Design and Build	Business Process Design	A/R	A/R	I	I
	Develop Rapid Response Solution Architecture	I	A	R*	R*
	Develop Rapid Response Integration Architecture	I	A	R	C
	Create “high level user stories” and create product backlog	I	A	R*	C
	Detailed User Story and Sprint Creation	A	A	R	C
	Provide Design review and approval	A/R	A/R	C	I
	Create high level Maestro data model & data definitions	I	A	R*	R*
	Develop user stories in the solution – Configuration	I	A	R*	R*
	Sprint Validation	I	A/R	C	C
	Prepare test strategy document, functional test cases and scripts	I	A	R	C
	Review and approval of test scenarios	A/R	A/R	C/I	I
	Manage defect resolution process	I	A	R	C
Test	Perform E2E Test	I	I	A/R	C
	Issue resolution and fine tuning of scenarios	I	A	R	C
	Preparation of UAT scripts	R	A	C	C
	Train the user, and perform UAT	R	I	C	I
	UAT Defect Analysis and Resolution of minor defects	A	I	R	C
Deployment Support	Create Cutover plan and execute cutover activities	A	A	R	I
	Perform cutover with all move to production activities for non-ERP related activities	C	C	A/R	I
	Perform cutover with all move to production activities for ERP	A/R	A/R	C	C

	related and other third party-related activities				
	Run Sanity Checks prior to rolling out the tool	R	R	A/R	C
	Create Go-live plan and execute go-live deployment	A/R	A/R	I	C
PGLS	Create PGLS plan and Perform PGLS activities	A	A	R	C
	BAU Handover to Support teams (Integration and Rapid Response)	I	A	R	C
Data	Data Preparation and Validation in source system	A	A/R	R	I
	Data Load, DIS processing	I	A	R	I
	Data output validation from Maestro	A/R	A/R	C	C
	Validate loaded master data.	A/R	A/R	C	C

*** Supplier - Responsible for overall delivery, Kinaxis – Responsible for Solution Quality and fitment in Rapid Response.**

****RACI for integration to be created and signed off at the end of the Requirement finalization.**

RACI Specific to fixed capacity model in H&W:

Activities	Project Team (AD)	Off-shore SME	On-Shore SME	Product Owner	PMO AD Team	UniOps Lead	Operating Companies (OpCos)
Opportunity Identification and Cross OpCo Assessment	C	I	R/A	R	I	C	C
Business Requirement (BRD) Submission	I	C	C	C	I	I	R/A
FRD Preparation	I	C	R/A	C	I	I	C
HLE Analysis	R/A	C	C	I	I	I	I
Capacity Availability Check	C	I	I	I	R/A	C	I
Back Monitoring	I	I	I	I	R	R/A	I
Prioritization/Re-Prioritization	I	I	C	R/A	I	R	C
Design Discussion	R/A	R	R	I	I	C	I
Design Document Preparation	R/A	C	C	I	I	I	I
Design Review	I	C	R/A	R	I	I	I
Design Approval	I	I	I	I	I	I	R/A
Build and Unit test	R/A	C	C	I	I	C	I
SIT / E2E	C	R	A	I	I	C	I
UAT	C	C	C	I	I	I	R/A
Go-Live Approval	I	I	I	C	I	R/A	C
Cutover/Go-Live, Hypercare Support & Handover to BAU	R/A	I	I	I	I	I	I
CR Closure	I	I	I	C	I	R/A	C

Roles and Responsibilities Specific to fixed capacity model in H&W:

On-Shore SME *	>First Point of contact for the Business and a mediator between Onshore and Offshore team
	>Opportunity identification of new requirements

	>Lead design discussions with business
	>Align applicability of any new CRs with OpCos
	>Review & prepare business requirements & BRDs/FRD
	>Lead design discussion with peripheral systems like – Data lake, D365 etc.
	>Provide first-hand support on query resolution
	>SIT / UAT test script creation & SIT Testing
	>Execute User Training & responsible for training documentation
	>Provide UAT/PGLS support and do a first level of RCA before Bug creation in DevOps
	>Coordinate on the BAU user queries/critical issues
	>Responsible for backlog creation and CR prioritization
Offshore SME (IST working Hours) #	>Detailing the user requirement in coordination with onshore SME
	>Support Design discussion when required during IST hours
	>Provide technical support on the existing solution
	>Work with PMO to develop backlog & sprint plan based on priority
	>Support SIT/UAT/PGLS Testing with Onshore SME and UAT support
	>Support onshore SME for Query resolution
Functional lead	Review business requirements and developing user stories for a comprehensive coverage of the business requirements
	Evaluate all business requirements, Review the solution approach and ensure efficiency and the scalability of the solution
	Ensure the business case is translated correctly addressing all the functionalities required
	Bring in the deep Kinaxis deployment expertise at various clients to elaborate effort estimates for each user story
	Guiding a detailed sprint plan including detailed resourcing with user story assignment
	Responsible for guiding teams to address challenges and hurdles by bringing is prior implementation expertise
	Highlight all kinds of gap and the potential risks and mitigation around the business needs
	Accountable for overall design of the planning solution from a functional point of view

	Define the rollout methodology and building a roll-out plan
	Define and align testing strategy for the over all solution
	Review and approve the documentation around the key considerations in the solution design
	Support RCA and Bug fixes during the SIT, UAT and PGLS phase

AD Team <i>Functional Consultant & RRIC (IST working Hours)</i>	Review business requirements and developing user stories along with Functional lead
	Participate in Design Discussion with Off-shore SME (if required)
	Carry Out the Build and Configuration changes
	Prepare the Technical test scripts
	Updating DevOps / Jira for the build progress
	Assisting in resolution of SIT and UAT defects and user queries
	Prepare the Configuration Document and align with Functional lead
	Support during Go-Live and resolving PGLS issues and user queries
	Support Landscape team during Data Refresh activities