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Building a better working world

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STATEMENT OF WORK

Between

Unilever U.K. Central Resources Ltd, 100 VE, Victoria Embankment, London

And Ernst & Young LLP for Business Analyst/SAP SME for Implementation of Logistics AERA

In connection with Ernst & Young LLP ("we" or "EY") performing professional services for Unilever U.K. Central Resources Ltd be read in conjunction with Unilever Purchasing Agreement or Master Service Agreement CW67101 executed on 1st May 2019 Between Unilever U.K. Central Resources Ltd and Supplier name Ernst & Young LLP. All the terms and condition in the above stated Unilever Purchasing Agreement are applicable to this Statement of Work.

This Statement of Work has an effective date of 26th April 2021 and describes the services to be performed by supplier name Ernst & Young LLP for Unilever U.K. Central Resources Ltd.

1) Statement of Work:

Client: Unilever U.K. Central Resources Ltd.

Project Name: Logistics AERA

Statement of Work: 26th April 2021 to 31st Dec 2021

MSA Agreement#: CW67101

OMS ID: 0520OM265445

2) Project Background:

Ernst & Young India ("EY India") has been approached by Unilever UK Central to provide Business Analyst Services to Project "Logistics AERA"

3) Overall Project Scope:

EY has been engaged to provide professional personnel ("Personnel") who will support the activities of the Client's SAP Projects on a "loaned staff" basis. Work assignments and related scope of the Services are solely under the direction of the Client's management. Neither EY nor the Personnel is making any determination or recommendations as to the type or scope of Services.

We understand that you are engaging us to provide the following Loaned Staff Services for SAP Projects and support the Unilever Director who will be accountable for the successful execution of the project and below are activities to be performed.

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4) **Geographical Scope:** Geographical scope includes India. EY resources will work out of Unilever Bangalore locations to reap benefits of cost advantages.

5) **Functional Scope:** Project will be led by ULL IT Innovation Director

6) **Systems Scope:** As This is a non-system consulting project and hence involves no system changes as part of its scope.

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

7) **Technical Scope:** EY team is not involved in technical scoping or delivery of technical parts in the project. EY team will help Unilever project managers in driving the project.

8) **Project Approach:** Our team of experienced project management professionals would assist Unilever UK in managing and executing activities with respect to analysis of sustainability data, from Unilever Bangalore, utilizing standard templates and tools for review, analysis and presentation of the results.

9) **Project Timelines:** Unless otherwise agreed, and subject to the terms and conditions, this SOW is valid till 31st December 2021.

10) **Project Team Structure:** EY will provide one Business Analyst/SME for this project as per current scope and report to UL Project team.

11) **Overall Project Assumptions:**

- Our professional fee is based on our effort estimate for the scope of work defined and is based on the assumption that Unilever will provide on a timely basis the facilities needed for execution of the project.
- Fee is defined assuming India based resources only (Fixed Cost). Additional costs will be incurred for deploying EY resources from other regions/EY local resources for respective countries.
- If the scope of work changes based upon our findings or at your request, we will discuss the impact on the timing and fees with you before proceeding on this additional work.
- Travel expenses will be billed as per actual and as per the standard contract between Unilever and EY

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12) Team Scope:

This section covers the roles and responsibilities of the following teams, within the scope of the overall team structure. Given the loaned staff nature of the services, the team scope and the output of the Loaned Staff Services performed by the EY Personnel will remain the responsibility of the Client.

a) EY Responsibilities

Role	Responsibility
Business Analyst	‣ Project execution under Unilever Manager's guidance ‣ Provide inputs for weekly status updates

b) Unilever Responsibilities

- Personnel will directly report to Unilever Project Managers for the duration of the loaned staff engagement (a "Loaned Staff Supervisor"). The Loaned Staff Supervisor will be responsible for providing appropriate instruction and guidance to the Personnel and supervising the work performed by the Personnel.

- In the event that the Client does not appoint a Loaned Staff Supervisor, the Client shall bear the risks associated therewith, and EY shall have no responsibility for the acts or omissions of the Personnel in connection with the Loaned Staff Services.

- The Client shall be responsible for ensuring that the Loaned Staff Supervisor has the requisite skill, availability and ability to supervise the Personnel for the loaned staff period. EY shall have no responsibility for supervising the Personnel's work in connections with the Loaned Staff Services and it shall be the Client's responsibility to determine whether the Personnel's work is sufficient and appropriate for the Client's needs.

- Given the loaned staff nature of the Services, (a) EY and the EY Entities will not subject the output of the Loaned Staff Services performed by the Personnel ("Work Product") to their normal practices of partner level review and quality control; (b) the Client will subject such Work Product to its own practices of quality control, review and approval to the same extent that it would apply to its own internal work product; and (c) the final Work Product will be deemed to be the internal work product of the Client, and will remain the responsibility of the Client and not of EY or any other EY Firm. Accordingly, EY, the other EY Firms and EY Persons accept no responsibility for the Work Product generated by the Personnel whilst the Personnel is providing Loaned Staff Services to the Client and the Client agrees to assume sole responsibility for such Work Product.

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- The Client further agrees that it will not reference EY (including without limitation, by using EY's name or the names of any other EY Firm) in any way with respect to such Work Product.

- To the extent that the Personnel signs or initials any Work Product (including, without limitation, working papers) it will be deemed to be for identification purposes only.

- In providing the Loaned Staff Services, the Personnel will not perform any management functions or undertake any managerial responsibilities for the Client, including without limitation, establishing and maintaining an effective internal control system, record keeping, supervising the Client's personnel or making decisions on behalf of the Client.

c) Specific additional terms and conditions

If, for any reason, the Personnel are unable to complete the intended Loaned Staff Services, or if the Personnel's performance does not meet the Client's expectations, EY will endeavor to provide a suitable replacement within a reasonable period of time. Each party agrees that this shall be the Client's sole remedy against EY with respect to any inability to complete the intended Loaned Staff Services or any performance issues of the Personnel. To the fullest extent permitted by applicable law, the Client shall indemnify and hold harmless the members of the Ernst & Young network of firms and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, 'Indemnitees'), from and against all (a) claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate or personnel of the Client or EY, caused by or arising from the Loaned Staff Services (collectively, 'Claims'); and (b) liabilities, losses, damages, costs and expenses (including without limitation, reasonable legal costs) suffered or incurred by any of the Indemnitees in connection with the Claims.

13) Deliverables:

Given the loaned staff nature of the services, Unilever manager will be responsible for directing EY personnel for the deliverables and will accountable for the same. The deliverables will be internal work products of Unilever.

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Commercial Impact

14) Commercial details:

Role	Per Day Rate (INR)	**No. of Days**	Total Number of man-months	Months	Total Cost (INR)	Total Cost (EUR)
Business Analyst (Leela Krishna)	18,700	177	8.5	26th April '2021 -31st Dec'2021	33,09,900	42,435
Total					**33,09,900**	**42,435**

Note: Above EUR rates are calculated at conversion rate of 1 EUR = 78 INR. Billing will be done basis applicable monthly rate as per agreement between EY and Unilever.

IMP Note*:

- The above rates are exclusive of Taxes &any applicable statutory charges
- Mandatory to attach procurement approved quotation
- Travel expenses need to approve by IT (stakeholder & Procurement).
- The rates mentioned above are as per the agreement between Unilever Procurement and EY. No further discount shall be applicable, including under the terms of section 5(Project discount) of schedule 6 (commercial schedule) of the agreement.

Billing will be done on Time and Material basis as per applicable rate card and agreement between EY and Unilever. The services will be performed onsite at the premises of Unilever Bangalore locations to reap benefits of cost advantages.

15) Other Overheads: NIL

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16) The Commercials:

The overall commercial for the project would be EUR **42,435**. The billing would be done monthly based on timesheets, approved by respective stakeholder.

Approval By: Unilever UK Central Resources Ltd.	**Supplier name: Ernst & Young LLP.**
Approval By: DocuSigned by: Anirudh Kunjal 9BC4824B10084D5...	Approval By: RAJENDRAN SELVAKUMAR Digitally signed by RAJENDRAN SELVAKUMAR DN: cn=RAJENDRAN SELVAKUMAR, c=IN, o=Personal, email=selvakumar.rajendran@in.ey.com Date: 2021.04.21 15:21:59 +05'30'
Name: Anirudh Kunjal	Name: SelvaKumar Rajendran
Title: **Service Line Manager**	Title: Partner
Date:	Date: