



STATEMENT OF WORK NO. 31

Between

Unilever Europe Business Centre & BORN Commerce Private Limited for Brazil MMC region (Core Team) implementation & Country Rollouts activities for 3 Months starting from 08 July 2021 ("Effective Date") until 30th September 2021

This STATEMENT OF WORK NO. 31 ("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 July 08, 2021 (the "Effective Date") and shall continue for a period of three (3) months until 30th September 2021 ("End Date") for the Scope of Services to be performed by BORN Commerce Private Limited ("BORN") for Unilever Europe Business Centre ("Unilever").

1) Statement of Work:

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

Project Name: B2B Commerce Managed Capacity Core Team for Brazil MMC and Other country rollouts

Statement of Work 31 – Effective Date on 08 July 2021 until 30 September 2021

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:

2.1 Unilever wishes BORN to provide a team of Magento resources as a Core Team on a Time and Material (“T&M”) basis, as mentioned in Clause 3.1 of this SOW for Brazil MMC Implementation, for the duration of three (3) months.

The team shall assist Unilever with the below tasks which will be prioritized and aptly managed by Unilever based on the maximum working hours described in section 3.1;

The team will have consultants with the below skill sets;

- (a) Magento Backend Development;
- (b) Front End Development;
- (c) Quality Assurance;
- (d) Magento Architect.
- (e) Project Management

(“Collectively referred as **“Scope of Services”** or **“Services”**)

The above list of tasks is indicative and the completion of these tasks based on the hours listed and prioritization will be owned and managed by Unilever. BORN’s responsibility will be limited to only providing man-hours for the above scope.

3) Overall Project Scope:

3.1 For the Scope of Services, BORN will provide below- mentioned resources on a T&M basis to Unilever ("Resources")

Sr. No	Resources Description for Core Team	No. of Resources	IST Working hours in a day
1.	Magento Architect	1 (One)	8 hours
2.	Magento Sr Developer	4 (Four)	8 hours
3.	Magento Lead	1 (One)	8 hours
4.	Magento Developer	1 (One)	8 hours
5.	Sr Project Manager	1 (One)	8 hours
6.	QA Sr	1 (One)	8 hours

The Scope of Services at the time of signing this SOW is limited to the list of activities mentioned in section 2 above;

Unilever shall be responsible for assigning the tasks or responsibilities, pertaining to the Scope of Services to BORN or Resources. BORN shall fill the timesheet(s) as per the requirements that may be shared by Unilever Project Management team, the submitted timesheet(s) shall be used as the reference for invoicing and payment.

In the event, Unilever is unable to identify or/and assign tasks or responsibilities to Resources to perform the Scope of Services. It is Unilever's obligation to utilize the Resources within their working hours (8 hours in a day). Any reason, BORN reserves the rights to invoice(s), Unilever obligated to pay such invoice(s) for the Resource allocation, because the Resources are reserved solely for the purpose of this SOW or Scope of Services.

The rates for the Resources will be as per the rates agreed in the Rate Card table (Appendix B) of the MSA.

4) Geographical Scope:

BORN shall perform the Scope of Services from BORN India offices.

In case Unilever requires BORN work from other locations to travel to Unilever Office(s) in Bangalore or other cities or overseas, the Travel & Expenses will be applicable as mentioned in Appendix D.

5) Functional Scope:

The Functional Scope can be referred to in Clause 3 of this SOW.

6) Systems Scope:

NOT APPLICABLE

7) Technical Scope:

The Technical Scope as referred to in Clause 3 (Overall Project Scope) of this SOW.

8) Project Approach:

There is no approach proposed by BORN because the Scope of Services has been agreed on a T&M basis. BORN shall perform any and all tasks related to the agreed Scope of Services under this SOW that may be assigned by Unilever.

The tasks and responsibilities shall be identified by Unilever and the execution plan will be proposed by Unilever. BORN shall engage by providing the Resources to achieve the allotted tasks as per the plan managed by Unilever team.

BORN will share timesheets to Unilever and invoices will be generated based on the timesheets submitted by BORN from time to time, which are correct in all material aspects and signed off by an authorised representative of Unilever.

9) Project Timelines or Term:

BORN and Resources shall provide the Scope of Services to Unilever for a period of three (3) months, starting from Effective Date of 08 July 2021 to 30 September 2021 ("**End Date of this SOW**").

10) Project Team Structure:

The Project team is referred to in Clause 3.1 (Resources) of this SOW.

11) Overall Project Assumptions:

- (a) BORN or BORN Resources shall provide Scope of Services as per the Unilever direction from BORN India Office(s);
- (b) Resources may travel to Unilever office(s) as per request, in writing, from Unilever for Demo sessions, and the travel requirements will be discussed and mutually agreed between both BORN and Unilever. The Travel & Expenses will be based on at actuals as per APPENDIX D.

12) Obligations:**(A). Unilever shall –**

1. Identify and assign tasks and responsibilities to the BORN Resources in a timely manner;
2. Propose project plan for the tasks identified and to be shared with BORN executives for acceptance;
3. Pay any and all invoice(s) within the agreed timeline under this SOW; and

4. Ensure that the task pipeline for the Resources are available for the next six months or the End Date of this SOW

(B). BORN shall -

1. BORN resources assigned to this project (as per the role list shared in Clause 3.1, will estimate the quantum of work/tasks assigned by the Unilever team; and
2. Work to complete the tasks assigned as per the Unilever's plan and Estimates shared by BORN team for the scope of work mentioned in section 2.

13) Commercial details:-**Term: 08 July 2021 until 30 September 2021**

Resource Categorization MMC Core Team	Monthly FTEs	No. of Days	Billing Rate /Day (EUROS)	Billing for July – Sep 2021 (3 months)
Magento Architect	1	61	Euros 274.00	Euros 16,714.00
Magento Sr Developer	4	244	Euros 171.00	Euros 41,724.00
Magento Lead	1	61	Euros 181.00	Euros 11,041.00
Magento Developer	1	61	Euros 156.00	Euros 9,516.00
Sr. Project Manager	1	61	Euros 199.00	Euros 12,139.00
QA Sr	1	61	Euros 156.00	Euros 9,516.00
Total billing for 3 months				Euros 100,650.00
Per Month Billing				Euros 33,550.00

✓ Assumptions for this Project

- (a). The above rates are exclusive of Taxes & any applicable statutory charges.
- (b). The Rates are net of Withholding Tax if any;
- (c). BORN team will be working out of BORN offices and will be traveling to Unilever office as per request. Any Travel as per approval from the Unilever Team, will be billed at actuals as per the agreed terms in the MSA;
- (d). The Daily Rate is based on the 8 hours / day as per BORN Policy;
- (e). Monthly billing is derived by assuming 22 days per month on an average;
- (f). Travel expenses need to be approved by IT (stakeholder & Procurement);
- (g). If Unilever is unable to use the minimum capacity of 183 Man-days per Month, it cannot be carried forward to the subsequent month (s) and will be billed for full 183 man-days for a month as per the above table;
- (h). The maximum permissible number of hours per day per resource is 8 hours;
- (i). Average Daily Rate will change based on the deployment of skill sets;

- (j). Please note that the invoicing for this SOW will happen on a monthly basis based on the team capacity utilized by Unilever (with a minimum limit of 9 resources per month) as per the rate card agreed in the MSA for each resource / skill set as stated in the above table
- (k). For the skillsets being utilized where the parties have not been agreed in the Master Services Agreement Rate card, the parties will agree through a new document such as Change order/Amendment.

14) Other Overheads:-

	UOM	Rate (Per Month)	Total Amount per month	Total Amount
Laptop Charges (Rental)	N/A	N/A	N/A	N/A
Data Card	N/A	N/A	N/A	N/A
Mobile charges	N/A	N/A	N/A	N/A

15) Bank Details for Payment –

The Hongkong and Shanghai Banking Corporation Limited

Account Number - 073142994001

RTGS/NEFT IFSC - HSBC0560002

SWIFT CODE - HSBCINBB

16) The Commercials:

The overall commercial for this project shall be **EUROS 100,650** for the complete duration of 3 months, based on the assumptions stated above (22 days / month and 8 hrs/day). The cost set forth in this section will increase only if the parties agreed in writing to changes in complexity of the project through a change request form. The billing would be done monthly based on timesheets.

Total Monthly Billing will be **EUROS 33,550** as per the assumptions stated above.

Time sheets to be approved by respective stakeholders of Unilever.

17) Payment Schedule:

BORN shall raise invoice monthly, based on the submitted timesheets, Unilever shall pay any and all invoice(s) within ninety (90) days from the date of receipt of invoice(s).

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:
DocuSigned by: <i>Marion Bouwman</i> DD9C3F5B0570443...	DocuSigned by: <i>Prakash Gurumoorthy</i> D8F8739ABC85453...
Name:	Name:
Title:	Title:
Date:	Date:

DocuSigned by:
Rakesh Kumar
7D223AA28C3442D...

APPENDIX D**Travel and Expenses**

Notwithstanding anything contained in the Agreement, 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 upon 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 pre-approved 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 preapproved 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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