



## COA Schedule 10 (Template Resource Augmentation Project Work Order)

**DATE: 15<sup>TH</sup> MAY 2025** 

## RESOURCE AUGMENTATION PROJECT WORK ORDER ("PWO")

BETWEEN

**UNILEVER BRASIL LTDA.** 

AND

**ACCENTURE DO BRASIL LIMITADA** 

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#### THIS PROJECT WORK ORDER was made on 15th May 2025

#### **BETWEEN:**

- (1) UNILEVER BRASIL LTDA., registered under the CNPJ 61.068.276/0001-04, with registered office at Avenida das Nações Unidas, nº 14.261, 3rd to 6th and 8th to 10th floors, Wing B, Bairro Vila Gertrudes, São Paulo, SP, Brazil ("Unilever");
- (2) ACCENTURE DO BRASIL LIMITADA, registered CNPJ/MF under number 96.534.094/0001-58, whose registered office is at Avenida da Nações Unidas, nº 14.401, Condomínio Parque da Cidade, Torre Paineiras, Conjuntos 111 a 114, 121 a 124 e 131 a 134, Bairro Chácara Santo Antônio ("Supplier Entity")

#### WHEREAS:

- I. The Parties have entered into a Call Off Agreement dated 30<sup>th</sup> November 2020 (the "Agreement"), which incorporates the terms and conditions of an Enterprise Framework Agreement entered into by the parties on or around 19<sup>th</sup> 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.
- III. This CR shall be governed by the terms and conditions of the LSA executed between Unilever Brasil LTDA and Accenture do Brasil Limitada, on 9<sup>th</sup> June 2022 contracted under the SI Call Off Agreement dated 30<sup>th</sup> November 2020, of the Enterprise Framework Agreement entered on 19<sup>th</sup> December 2018.

#### **NOW IT IS HEREBY AGREED** as follows:

## 1. KEY DETAILS

PWO No:	701531	Version No:	1.0 Stat		:	FINAL		
PWO Title:	Eddgie - BR Support							
Unilever Reference:	Cost Centre: 39439	Unilever Projec		Eddgie -	e - BR Support			
Unilever innovation area:	Supply Chain and Customer Development	Billing Details:			Unileve Local Bi			
Supplier Project Manager:	Aparajita Mudi Aparajita.s.mudi@accenture.com	Date PWORF ad	ccepted:		17 <sup>th</sup> Apı	ril 2025		

PWO Charges		Total Estimated man-days: 253  Total Estimated Charges: €106,000 Euros  R\$ 610,695.68 Brazilian Reals	Unilever Representative:	Unilever budget approver: Carlos Botelho carlos.j.botelho@unilever.com Unilever content approver: Marcela Luz Marcela.luz@unilever.com Unilever procurement approver: Rajagopal Nair Rajagopal.Nair@unilever.com
Project Initia Date:	ation	19 <sup>th</sup> May 2025	Phases of Project covered by PWO:	Resource Augmentation
Planned Deli Start Date:	ivery	19 <sup>th</sup> May 2025	Planned End Date:	30 <sup>th</sup> September 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.

#### 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 19<sup>th</sup> May 2025 ("**WO Effective Date**") and, unless terminated earlier under Clause 28 (*Termination of the Agreement*), continue
- 4.2 ⊠ until 30<sup>th</sup> September 2025.

## 5. PROJECT TERMINATION WITHOUT CAUSE

- 5.1 If Unilever wishes to terminate this Project Work Order for convenience, Unilever must provide the following period of notice:
  - 5.1.1 ⊠ three (3) weeks.

5.2 Where Unilever terminates this Project Work Order without cause pursuant to Paragraph 5.1 above, 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 9 (*Charges*) below.

#### 6. PROJECT SUMMARY (INCLUDING SCOPE AND REQUIREMENTS)

## 6.1 Background

Unilever is in the process of supporting Eddgie Brazil Application.

Under this PWO, Unilever has requested Supplier to provide three (3) resources (on resource augmentation basis) to support for Eddgie Brazil application.

#### **Project Scope and Services**

- 6.2 The Supplier shall provide the Supplier Personnel identified in Paragraph 7 (*Personnel*) below (resource augmentation) over a period of two hundred & fifty-three (253) man days commencing on 19<sup>th</sup> May 2025 and ending on 30<sup>th</sup> September 2025 to support Unilever with the following activity:
  - 6.2.1 Support Unilever with resolution of bug fixes on Eddgie Brazil application.

<u>Note 1</u>: Supplier resources shall perform the above activities under Unilever's directions and Supplier shall not be responsible for any deliverables created under the Project or the outcomes of the Project.

**Note 2**: Unilever is solely responsible for the actions resulting from guidance provided by Supplier as an SME under this PWO.

<u>Note 3</u>: The schedule for the allocation of professionals does not take into account possible downtimes, nor any delays due to the lack of timely decision-making, delays in activities external to the team of this Project, on which this Project depends.

<u>Note 4</u>: Supplier Entity is solely responsible for the management related to the employment contract of its employees and reserves the right to change its team, according to the Project's needs. Such changes will be informed to Unilever.

#### 6.3 Service Hours

#### 6.3.1 Not Applicable

## 6.4 Out of Scope

This PWO is for the provision of resources only. Supplier shall have no responsibility for any Unilever deliverables or business outcomes relating to the Project.

## 6.5 **Delivery Centre**

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.

6.5.1 Delivery Centre - India

## 7. PERSONNEL

7.1 The Supplier Personnel must have the following language skills:

## 7.1.1 Not Applicable

7.2 The following matrix sets out the resource profile of Supplier Personnel that will be used by Supplier to provide Services under the PWO:

Name	Role	e Loc atio	Esti mat ed man days effo rt
TBD_Re source_ 1	Niche Sr Application Specialist / Sr Technical Specialist / Sr Architect / Sr Advanced Data Scientist / Sr Advanced Data Science Architect	Indi a	95
TBD_Re source_ 2	Niche Tech Application Specialist / Technical Specialist / Sr Functional Consultant / Project Architect / Sr Designer	Indi a	95
TBD_Re source_ 3	Niche Tech Designer / Team lead / Project Analyst / Sr Technical Analyst / Functional Expert / Niche Project Mgr / DevOps Mgr / MLOps Mgr / Advanced Data Scientist	Indi a	63
TOTAL			253

#### 8. RISK ASSESSMENT AND MITIGATION

## Risks, Mitigations and Ownership

No.	Risk Description	Probability	Impact	Mitigation Action	Owner
		•	Not Applic	able	

## Sensitive Data

Sensitive Data	Mitigation
	Not Applicable

## Personal Data

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

#### 9. CHARGES

- 9.1 The Charges for this PWO are calculated in accordance with the AD Rate Card set out in COA Schedule 4 (Charges).
- 9.2 The Charges and agreed expenses for the Services under this PWO shall be:
  - 9.2.1 As set out in Attachment A (Supplier Charges: Resources Effort and Charges Breakdown by Month)
  - 9.2.2 Time and Materials.
  - 9.2.3 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.
  - 9.2.4 There are no Project expenses estimated under this PWO.
  - 9.2.5 For PWOs local invoice in Brazil, the Tax Coefficient Amount of 35.2% as set out in Appendix E of Schedule 4 (Charges) will apply to the portion of Project Charges relating to resources not located in Brazil. The Tax Coefficient Amount shall be applied to the actual Charges relating to resources not located in Colombia at the time of invoicing. For the avoidance of doubt, the Tax Coefficient Amount does not cover Sales Taxes, e.g., VAT, GST or other similar taxes, all Sales Taxes are excluded from Supplier Charges in accordance with Paragraph 2.8 of GT Schedule 4 (Charging Principles).
  - 9.2.6 The Charges include the benefits brought by the social security contribution on gross revenue (payroll exemption), as described in Law No. 12,546, of 1<sup>st</sup> December 2011 and subsequent amendments. If this tax base ceases to exist, or changes, this impact must be reflected in the Charges presented in this PWO.
- 9.3 The Charges for the Services under this PWO are based upon the following assumptions (if any):
  - 9.3.1 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).
  - 9.3.2 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).
- 9.4 Except as otherwise provided for in this PWO:
  - 9.4.1 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
- 9.5 The Termination Charges (if any) for this PWO are:
  - 9.5.1 Not Applicable

#### 10. PWO DEPENDENCIES

- 10.1 In addition to any Dependencies described in the COA Schedule 1D (*Application Development Services*), Unilever shall perform the following Dependencies:
  - 10.1.1 Not Applicable

## 11. SPECIAL CONDITIONS

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

⊠ n/a

## **EXECUTED** by Unilever and the Supplier.

Signed byAdriana.Belloni  for and on behalf of IT Platform Director  UNILEVER BRASIL LTDA	) ) ) )	Adriana Bellonu 09/06/25 Director/Duly Authorised Signatory
Signed by  NameMatiasLevin  for and on behalf of Managing Director  ACCENTURE DO BRASIL LIMITADA	) )	Matias Levin Director/Duly Authorised Signatory 29/05/25

rudely Carlos Botelho

Marcela Luz Carlos Botelho

It Manager Customer Development Manager

29/05/25 09/06/25

# Attachment A Supplier Charges: Resource Effort and Charges Breakdown by Month

Rate Card Applied to Period					May-25 FY25	Jun-25 FY25	Jul-25 FY25	Aug-25 FY25	Sep-25 FY25	Oct-25 FY25	Nov-25 FY25	Dec-25 #N/A	Total
DELIVERY DAYS LOCATION													
Role	Location	Resource											
Niche Sr Application Specialist / Sr Technical Specialist / Sr Architect / Sr Advanced Data Scientist / Sr Advanced Data Science Architect	India	Niche - L3			10	21	23	21	20				95
Niche Tech Application Specialist / Technical Specialist / Sr Functional Consultant / Project Architect / Sr Designer	India	Niche - L4			10	21	23	21	20				95
Niche Tech Designer / Team lead / Project Analyst / Sr Technical Analyst / Functional Expert / Niche Project Mgr / DevOps Mgr / MLOps Mgr / Advanced DevOps Mgr / MLOps Mgr / MLOps Mgr / Advanced DevOps Mgr / Mg	DataIndia	Niche - L5B			10	21	23	9					63
Role	Location					-	-	-		-	-		-
					30	63	69	51	40	-			253
			FY24	FY25									
		_	Rate €	Rate €	€	€	€	€	€	€	€	€	€
Role	Location	Resource											
Niche Sr Application Specialist / Sr Technical Specialist / Sr Architect / Sr Advanced Data Scientist / Sr Advanced Data Science Architect	India	Niche - L3	333	342	3,422	7,187	7,871	7,187	6,845				32,512
Niche Tech Application Specialist / Technical Specialist / Sr Functional Consultant / Project Architect / Sr Designer	India	Niche - L4	301	310	3,098	6,506	7,126		6,197				29,434
Niche Tech Designer / Team lead / Project Analyst / Sr Technical Analyst / Functional Expert / Niche Project Mgr / DevOps Mgr / MLOps Mgr / Advanced (		Niche - L5B	254	261	2,612	5,485	6,008	2,352					16,457
Role	Location		#N/A	#N/A									
					9,133	19,179	21,005	16,045	13,041	-			78,402
Fixed Tool Cost Indicative Expenses													
Indicave Expenses Festimated WHT									4 590				27.598
Estimated WHI					3,215	6,751	7,394	5,648	4,590				27,598
ESTIMATED PROJECT SERVICES CHARGES (Excl Contingency)					12,347	25,929	28,399	21,693	17,632				106,000
Contingency & Discounts													
Time & Materials													
One Off Adjustment													
ESTIMATED PROJECT SERVICES CHARGES (Incl Contingency)					12.347	25,929	28,399	21,693	17.632				106,000
						.,,	.,,						

Note: 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.

Resource Effort and Charges Breakdown by Month - Excel Spreadsheet

(Double Click to open Excel File)