

**FRAMEWORK AGREEMENT
for
CONSULTANCY AND OTHER SERVICES**

**Between
Unilever**

**and
Thorogood Associates Limited**

CONTENTS

1	DEFINITIONS AND INTERPRETATION	3
2	PROVISION OF PERSONNEL AND SERVICES	3
3	SIGN OFF PROCESS/ACCEPTANCE TESTS	5
4	SERVICE RECIPIENTS	8
5	QUALITY ASSURANCE	8
6	GOVERNANCE	8
7	CHANGE CONTROL	8
8	SECURITY	8
9	DISASTER RECOVERY AND BUSINESS CONTINUITY	8
10	INTELLECTUAL PROPERTY RIGHTS OWNERSHIP	8
11	THE CHARGES AND PAYMENT	9
12	TERM AND TERMINATION	10
13	HANDOVER	12
14	PUBLICITY	12
15	LIMITATIONS OF LIABILITY	12
16	EURO COMPLIANCE	12
17	CONFIDENTIALITY	13
18	PERSONAL DATA	14
19	ACCESS	15
20	PREMISES REGULATIONS	16
21	SUPPLIER PERSONNEL ISSUES	16
22	GENERAL	16
23	GOVERNING LAW AND JURISDICTION	17
24	NON SOLICITATION	17
25	UNILEVER'S SUPPLIER CODE	17
	SCHEDULE 1 - DEFINITIONS	19
	SCHEDULE 2 - THE CHARGES	23
	SCHEDULE 3 – PRO FORMA STATEMENT OF WORK	27
	SCHEDULE 4 - GOVERNANCE	30
	SCHEDULE 5 - CHANGE CONTROL PROCEDURE	32
	SCHEDULE 6 - SECURITY	37
	SCHEDULE 7 - DATA PROTECTION	39
	SCHEDULE 8 - COMMERCIAL MODELS	41
	SCHEDULE 9 - FUTURE ARRANGEMENTS FOR INDIA-BASED WORK	42

THIS AGREEMENT is made on April 21st 2014 ("the Effective Date")

BETWEEN:-

(1) Unilever Business and Management Services AG, whose registered office is at Spitalstrasse 5, 8200, Schaffhausen, Switzerland (the "Client"); and

(2) Thorogood Associates Limited, a company registered in England (the "Supplier").

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement each capitalised term will have the meaning set out in Schedule 1 (Definitions).

1.2 Unless expressly stated otherwise, the following rules of interpretation will apply in this Agreement:

1.2.1 words suggesting the singular include the plural, and vice versa;

1.2.2 headings used in this Agreement are for ease of reference only and will not affect the interpretation of this Agreement;

1.2.3 references to parties, clauses, schedules and attachments are, unless the context otherwise requires, to clauses and schedules of this Agreement and parties, and attachments to the Schedules to this Agreement;

1.2.4 use of the words 'includes' or 'including' means without limitation;

1.2.5 a reference to any body is:

1.2.5.1 if that body is replaced by another organisation, deemed to refer to that organisation; and

1.2.5.2 if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes as that body;

1.2.6 references to a statute or a statutory provision include a reference to that statute or statutory provision as from time to time modified or re-enacted; and

1.2.7 references to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity.

1.3 If there is any inconsistency between the main body of this Agreement, the schedules, attachments to the Schedules and any document attached to in or otherwise incorporated into this Agreement, the order of priority for the purposes of construction is:

1.3.1 the Statements of Work;

1.3.2 the main body of the Agreement;

1.3.3 the Schedules;

1.3.4 attachments to Schedules; and

1.3.5 any other document referred to in and incorporated by reference into this Agreement.

2 PROVISION OF PERSONNEL AND SERVICES

2.1 The Supplier agrees to provide Services and Deliverables to the Client, as mutually agreed upon from time to time under SOW as per the format in Schedule 3. The Supplier will as soon as reasonably possible notify the Client's Group Procurement department when it is requested to bid for or quote for or undertake any work for the Client.

- 2.2 The Supplier will not be entitled to commence provision of any Services or production of Deliverables, nor to be paid for the same, without a Statement of Work and a purchase order duly signed for or on behalf of the Client.
- 2.3 Each Statement of Work entered into shall be substantially in the form of the pro forma Statement of Work attached as Schedule 3.
- 2.4 All Statements of Work shall be governed by this Agreement and, once signed, shall form part of this Agreement.
- 2.5 The Supplier will, subject to clauses 2.11 and 2.12, provide the personnel identified in a Statement of Work (the "Supplier Personnel"), or those of a similar calibre, as such Supplier Personnel may change from time to time in accordance with this Agreement, in order to perform the services as may be directed from time to time by the Client (the "Services").
- 2.6 In respect of the proposed Supplier Personnel for the provision of the Services, the Client
- 2.6.2 may reject any Supplier Personnel or subcontractor with immediate notice during the 30 working days following the date on which the Supplier Personnel or subcontractor first provides services to Unilever. The Client shall provide reasons in writing for its decision at the time of notifying the Supplier of its decision
- 2.6.3 acknowledges that each new role to be provided by the Supplier will have an amount of engagement specific induction time (i.e., time related to developing knowledge of the specific engagement and not for the individual to acquire core skills necessary to perform his or her role) which, shall be paid by the Supplier.
- 2.7 Where the engagement of the Supplier under a Statement of Work requires Deliverables such Deliverables shall be specified, to the extent possible, in the relevant Statement of Work including the timescales for their delivery. The Supplier shall use all reasonable commercial endeavours to deliver such Deliverables in accordance with the Timetable set out in the relevant Statement of Work. Where the Supplier is to be responsible for providing third party software, this shall be expressly stated in the relevant Statement of Work and any specific terms relating to the provision of such third party software shall be set out in the Statement of Work.
- 2.8 The Supplier Personnel will perform the Services for the period specified in the relevant Statement of Work, in accordance with the Timetable, unless terminated earlier in accordance with this Agreement.
- 2.9 Each Statement of Work shall specify the materials, equipment, facilities and other resources that will be provided by the Client for use by the Supplier Personnel in performing the Project. The Supplier will furnish and pay for all such labour, materials, services, tools, equipment, and other resources (including, without limitation, computer resources) regarded and agreed between the parties as necessary for the Supplier to perform the Services.
- 2.10 In respect of each Project, the Supplier represents and undertakes to provide that it and all of the Supplier Personnel:
- 2.10.1 comply with all lawful directions of the Client;
- 2.10.2 comply with all Client policies and procedures, including without limitation, the Client's Code of Business Principles ("the Code") (a copy of which has been forwarded to the Supplier), the Client's Responsible Sourcing policy (a copy of which has been forwarded to the Supplier and can be also found in <http://unilever.com/sustainable-living-2014/enhancing-livelihoods/fairness-in-the-workplace/advancing-human-rights-with-suppliers/responsible-sourcing-policy/>), health and safety, security, audit and internal staff requirements and any other procedures of the Client that are notified by the Client to the Supplier from time to time. The Client may from time to time carry out an audit or other checks providing 7 days notice on Code and/or Responsible Sourcing policy compliance either performed by itself or any third party

and each Supplier shall respond promptly to requests from the Client for information relating to compliance to with the Code and/or Responsible Sourcing policy by it;

- 2.10.3 are fully qualified to perform the Services assigned to them including having the appropriate experience and training;
 - 2.10.4 perform the Services in a competent, professional, timely and efficient manner, with all due skill, care and diligence, and in accordance with industry best practices;
 - 2.10.5 use reasonable commercial efforts to conduct themselves in the Client's best interests;
 - 2.10.6 cooperate with the Client's employees and other consultants
 - 2.10.7 maintain accurate timesheets for all hours worked by Supplier Personnel in performing the Services (and the same will be made available to the Client upon request); and
 - 2.10.8 do not accept or offer any commission, gift or other financial benefit or inducement from any supplier or potential supplier to the Client.
- 2.11 Supplier shall only provide Supplier Personnel that are employees of the Supplier, unless the Client consents to the use of any subcontractor(s). In such case, the subcontractor(s) shall be deemed "Supplier Personnel" for purposes of this Agreement.
- 2.12 The Supplier Personnel may be changed as follows:
- 2.12.1 At the Client's reasonable request, the Supplier will provide additional Supplier Personnel to perform Services related to a Statement of Work.
 - 2.12.2 At the Client's request, the Supplier will immediately remove any Supplier Personnel if the Client is not satisfied (acting reasonably) with the individual's performance. In such case, the Supplier shall promptly supply a new replacement individual for the Project.
- 2.13 In respect of all proposed Supplier Personnel, whether as listed in a Statement of Work or to be provided pursuant to clause 2.11:
- 2.13.2 the individual will execute such documents concerning transfer of title and proprietary rights and confidential information as the Client may request, provided the same are consistent with the terms of this Agreement; and
 - 2.13.3 if the Client does not approve of the individual, the Supplier will propose an alternative individual who meets the Client's approval and this clause 2.12 will apply in respect of that alternative individual.
- 2.14 In respect of replacement Supplier Personnel:
- 2.14.1 the Supplier shall ensure that a full and effective knowledge transfer process is in place;
- 2.15 The Supplier agrees to immediately notify the Client if it believes that it may be unable to complete any part of the Services or deliver a particular Deliverable under any Statement of Work by any dates set out in any Timetable which forms part of a Statement of Work.
- 2.16 Without limiting the forgoing, the Services shall be performed and any Deliverables delivered in accordance with the Service Levels set out in any Statement of Work.

3 SIGN OFF PROCESS/ACCEPTANCE TESTS

3.1 Acceptance Testing for Software

- 3.1.1 The Supplier will set out the Specifications and specify the date(s) on which Acceptance Testing shall take place ("Acceptance Test Due Date"), either:
 - 3.1.1.1 as part of the Statement of Work, wherever possible; or
 - 3.1.1.2 as part of the process set out in clause 3.2.
- 3.1.2 The Client and the Supplier will jointly develop and agree an acceptance plan as soon as practicable in the context of the Services. Such acceptance plan shall set out the basis upon which the Software Deliverable will be tested to determine whether the Software Deliverable complies with the Specifications or whether any Deficiencies exist (the "Acceptance Test Procedure"). Such Acceptance Test Procedure may include details such as: the testing tools to be used; preparation of test cases and test rules; unit testing; system (integration) testing; volume stress testing; quality assurance testing; or regression testing (as appropriate); plus acceptance criteria which may include detailed test scripts; test cases; test data; the expected results of the tests; the timescales for testing; the roles and responsibilities of both parties in the Acceptance Test Procedure; and any other elements that the parties considers appropriate. In the event the functionality or performance of any Software Deliverable is dependent upon the completion and Acceptance of any related Deliverables, the acceptance plan shall include details of any acceptance tests required to ensure the related Deliverables operate together to meet the Specifications and Acceptance of any single Deliverable is subject to Acceptance of all related Deliverables.
- 3.1.3 Subject to the specifics of the relevant Acceptance Test Procedure, any Software Deliverable to be delivered by the Supplier will be considered successfully completed when such Software Deliverable:
 - 3.1.3.1 has been delivered to the Client together with complete and accurate systems documentation and any other related Deliverables set out in the Statement of Work;
 - 3.1.3.2 materially conforms to the Specifications;
 - 3.1.3.3 to the extent necessary, successfully interfaces with the Client's existing systems in a manner which complies with the relevant part of the Specifications; and
 - 3.1.3.4 to the extent relevant, has been installed in specified environments in accordance with the relevant Statement of Work and with appropriate control of installed version.
- 3.1.4 Once any Software Deliverable has passed its Acceptance Test Procedure, then such Software Deliverable shall be Accepted. Once such Software has been Accepted, the Supplier shall issue an Acceptance Certificate ("Acceptance Certificate").
- 3.1.5 Where any Software Deliverable (or part thereof) has not passed its Acceptance Test by the Acceptance Test Due Date, the Client shall, at its sole option, have the right:
 - 3.1.5.1 without prejudice to the Client's other rights and remedies, elect by notice whether:
 - 3.1.5.1.1 the Statement of Work shall terminate; or
 - 3.1.5.1.2 the Statement of Work shall continue in full force and effect except that the Supplier shall no longer be required to provide any parts of the Deliverable that are not so Accepted;
 - 3.1.5.1.3 to extend the Acceptance Test Due Date for such period as the Client may specify.

- 3.1.6 If the Client extends the Acceptance Test Due Date pursuant to clause 3.1.5.2 and the Deliverable has not passed its Acceptance Tests by such extended Acceptance Test Due Date, clause 3.2 shall apply.
- 3.2 The Supplier represents and warrants that:
- 3.2.1 any Software developed by the Supplier and delivered as part of the Deliverables shall materially conform to the Specifications; and
- 3.2.2 be free from any computer virus or harmful or malicious or hidden program or data locks, time bombs including without limitation, any hardware or software device or code which shall compromise data security or prevent the Client from accessing or using the Software or any part of it.
- 3.3 For a minimum period of [90] days from Acceptance of the Software, unless otherwise agreed in writing between the parties in a Statement of Work (the "Warranty Period"), the Supplier agrees to correct (free of charge) any such Deliverables not in compliance with this warranty brought to its attention within the Warranty Period.
- 3.4 Sign- Off Process for non-Software Deliverables
- 3.4.1 The parties will set out the Specifications for any non-Software Deliverables in the Statement of Work.
- 3.4.2 The Client and the Supplier will jointly develop and agree a sign-off process as soon as practicable in the context of the Services. Such sign-off process shall set out the criteria and the basis upon which the non-Software Deliverables will be signed off, including the timetable for such sign-off and, where applicable, tested to determine whether such Deliverables meet the Specifications. If the parties are unable to agree such process (both parties acting reasonably and in good faith), acceptance of a Deliverable shall be at the sole discretion of the Client, when the Client deems such Deliverable to be satisfactory. In this respect the Client shall exercise its discretion in a reasonable manner.
- 3.4.3 Subject to the specifics of the relevant sign-off process, a non-Software Deliverable will be considered successfully completed when such Deliverable:
- 3.4.3.1 has been delivered to the Client as set out in the relevant Statement of Work;
- 3.4.3.2 materially conforms to the Specifications;
- 3.4.3.3 to the extent necessary, successfully interfaces with the Client's existing procedures or processes identified in a Statement of Work (if any) in a manner which meets the relevant part of the Specifications; and
- 3.4.3.4 to the extent relevant, has been implemented in accordance with the relevant Statement of Work.
- 3.5 The Supplier represents and warrants that any non-Software Deliverable delivered as part of a Project shall materially conform to the Specifications and be fit for its purpose.
- 3.6 General Provisions for all Acceptance Procedures
- 3.6.1 Each Statement of Work shall specify which individuals will sign-off on all Deliverables (where necessary, differentiating between Software, and other non-Software Deliverables).
- 3.6.2 The parties will comply with their respective obligations under each acceptance plan and Acceptance Test Procedure.

3.6.3 Payment by the Client for any Services performed in the provision of any Deliverables shall not be deemed to constitute acceptance of any Deliverables.

4 SERVICE RECIPIENTS

The Client acknowledges and agrees that the Services performed by the Supplier and the benefit of this Agreement are solely for the benefit of the Client and not any other third party.

5 QUALITY ASSURANCE

5.1 The Supplier shall at all times perform the Services in a cost-efficient manner.

5.2 The Supplier shall, as part of its total quality management process in its performance of the Services, provide continuous quality assurance through the identification and application of proven techniques and tools used within the Supplier's operations where the Supplier considers the same would be of benefit to the Service Recipients operationally and/or financially and shall provide the Client with the Reports and such other reports that the Client may reasonably require from time to time.

6 GOVERNANCE

The parties shall both comply with the provisions of Schedule 4 (Governance) to manage their day to day, and periodic, interfaces and relationship.

7 CHANGE CONTROL

The parties shall comply with the requirements of Schedule 5 (Change Control Procedure) whenever either party wishes to make a change to any of the Services or Deliverables.

8 SECURITY

Each party shall comply with their respective obligations under Schedule 6 (Security) as regards security requirements.

9 DISASTER RECOVERY AND BUSINESS CONTINUITY

9.1 Where any aspect of the Services is performed on Client Facilities, the Client shall be responsible for all disaster recovery planning, save where the parties agree otherwise in a Statement of Work which specifically identifies any disaster recovery work as part of the Deliverables. In the event of a disaster affecting Client Facilities, the Supplier shall comply with the Client's instructions.

9.2 For Services to be performed from the Supplier's Premises, the Supplier has provided the Client with a copy of its standard disaster recovery and business continuity plans as at the Effective Date of this Agreement. The parties will agree the relevant operational details, to reflect the Client's use of that standard plan, as soon as practicable after the Effective Date of this Agreement. Once agreed, the Supplier shall ensure that any future plan is no less robust than that agreed plan.

9.3 Notwithstanding clause 9.2, the parties shall discuss and agree any additional requirements that the Client may have for disaster recovery in relation to a particular Project and include details in the relevant Statement of Work.

10 INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

10.1 All information and materials provided to the Supplier by the Client are and shall remain the Client property and the Supplier will not obtain any right, title, or interest therein. The Supplier shall not encumber the Client's information and materials in any way, and shall promptly return to the Client any and all such information and materials in the Supplier's (including without limitation the Supplier Personnel's) possession or control upon the Client's request at any time or on termination of this Agreement. The Supplier and the Supplier Personnel shall not use, copy or transfer the Client's information and materials in any manner other than as expressly instructed by the Client, and any such copies shall remain the Client's property. Nothing in this Agreement shall be deemed to assign or otherwise transfer any Intellectual Property Rights owned by the Client to the Supplier.

- 10.2 Subject to clause 10.4, all Intellectual Property Rights in the Client Deliverables shall vest in the Client absolutely upon the creation of such Intellectual Property Rights and the Client will own all copies of the Client Deliverables. All Deliverables that are not specifically designated as Licensed Deliverables in any Statement of Work shall constitute Client Deliverables for the purposes of clause 10 of this Agreement.
- 10.3 The Client hereby grants to the Supplier and the Personnel a limited licence only to use such Client Deliverables as necessary in order to perform the Services. Such licence shall terminate upon completion of the Services provided under a Statement of Work to which such Client Deliverables relate.
- 10.4 In respect of the information and materials and know how skills and techniques owned by the Supplier that are to be utilised by the Supplier pursuant to the work performed under a Statement of Work, the Supplier will retain ownership of the Intellectual Property Rights in such information and material and know how skills and techniques and the Supplier will grant, or procure the grant of, an irrevocable, perpetual, royalty-free, world-wide license to use the information materials know how skills and techniques in association with the deliverables only.

11 THE CHARGES AND PAYMENT

- 11.1 Statements of Work shall either be charged on a time and materials basis or as otherwise agreed, in each case as set out in the relevant Statement of Work.
- 11.2 In respect of time and materials based Statements of Work and in consideration of the provision of the Supplier Personnel and all other activities and Services to be provided by the Supplier under this Agreement, the rates for the various types of personnel shall be as set out in Schedule 2 (Charges). Where the rate for a particular resource required by the Client under a Statement of Work is not set out in Schedule 2 (Charges), such rate shall be agreed and set out in the relevant Statement of Work. The additional terms set out in section 2 of Schedule 2 (Charges) shall apply to Services being performed on a time and materials basis.
- 11.3 The Client will pay to the Supplier the Charges set out in the applicable Work Order, for the performance of the Services described. The Supplier will invoice the Client monthly in arrears at the rates set out in Schedule 2 (Charges) for time and materials.
- 11.4 In addition, the Client agrees to reimburse the Supplier for reasonably and properly incurred out-of-pocket expenses incurred by the Supplier and the Supplier Personnel in connection with its performance of the Services and which have been approved in advance in writing by the Client. The Supplier will provide the Client with detailed invoices for such expenses on a monthly basis accompanied (when requested by the Client) by copies of all vouchers, receipts, or such other evidence of the expenditure the Client may reasonably require and the Client agrees to pay the total amount shown as due on each invoice within 90 days after receipt thereof. Travel by the Supplier Personnel to their usual place of work or any premises of the Supplier shall not be reimbursed by the Client without prior written agreement.
- 11.5 If there is any dispute relating to any amounts payable under this Agreement or any Statement of Work then the disputed amount shall remain unpaid until the matter is resolved. If the parties are unable to resolve the dispute then the matter will first be dealt with through the dispute resolution procedure set out in Schedule 4 (Governance).
- 11.6 All invoices submitted to the Client must bear the relevant purchase order number and if so requested by the Client, all invoices must be in the format notified to the Supplier from time to time.
- 11.7 Subject to compliance with its obligations under this Agreement by the Supplier, including but not limited to clause 11.6, the Client shall pay all valid and properly due invoices within ninety (90) days of its receipt. If the Client does not pay a valid and properly due invoice within such period, the Supplier may, in addition to the invoice amount, charge the Client late payment annual interest of one per cent (2%) above the base rate from time to time of the National Westminster Bank Plc of the invoice amount. Late payment interest shall accrue on a daily basis. However, where any invoice is disputed by the Client, interest shall only start to accrue from the date upon which the Client confirms that such invoice is valid and properly due.

- 11.8 The Client shall pay any value added tax that is properly chargeable in relation to the Charges at the rates prescribed by law at the time such Charges become due, provided that the Supplier has first provided the Client with a valid value added tax invoice..

12 TERM AND TERMINATION

- 12.1 This Agreement shall enter into effect on 21st April 2014 ("Effective Date") and continue in full force and effect for a period of two years from the Effective Date unless earlier terminated in accordance with the terms of this Agreement

12.2 Termination by the Client for Cause

- 12.2.1 Without prejudice to any other rights or remedies it may have, the Client, by giving written notice to the Supplier, may terminate the Agreement or any or all Statements of Work if the Supplier commits a material breach (or repeated minor breaches having a material effect) in respect of the Agreement or any Statement of Work which is not cured within thirty (30) days after written notice of the breach from the Client to the Supplier.

- 12.2.2 Without limiting the generality of clause 12.1.1, the parties agree that the following instances shall be deemed to be material breach under this Agreement:

12.2.2.1 any unauthorised access by any of the Supplier Personnel to the Client System;
and

12.2.2.2 any instances of fraud and/or dishonesty by the Supplier and/or any of the Supplier Personnel.

12.3 Termination for Convenience

- 12.3.1 Either party may in their absolute discretion, by giving written notice to the other, may terminate for convenience the Agreement or any or all Statements of Work as of the date specified in the notice of termination. Either party shall give the other at least forty (40) Working Days' notice of its termination for convenience of Services.

12.3.1.1 In the event of Unilever terminating the Agreement or any or all Statements of Work under Clause 12.3.1 the client will pay to the supplier:

- i) in the case of a Time and Material project fees, charges and expenses as calculated according to the agreed rates under this Agreement up to the point of Termination.
- ii) in the case of a fixed fee engagement:
 - a) any fixed fee milestone or instalment payment outstanding at the point of Termination; and
 - b) fees, charges and expenses calculated on a time and materials basis in accordance with agreed rates under this Agreement from the last instalment or fixed fee milestone payment up to the point of Termination"

12.3.1.2 In the event of the Supplier terminating the Agreement or any or all Statements of Work under Clause 12.3.1 the Client will pay to the Supplier the fees, charges and expenses as calculated according to the agreed rates under this Agreement up to the point of notice

- 12.3.2 The parties acknowledge and agree that no other amounts shall be due from the Client to the Supplier in connection with termination of Services pursuant to clause 12.3.1, beyond the applicable Charges for the forty (40) Working Days of Services (in connection with any Statements of Work being terminated) during the notice period.

12.4 Termination for Insolvency

- 12.4.1 Without prejudice to any of the rights or remedies it may have, either party, by giving written notice to the other party, may terminate this Agreement, with immediate effect if any of the following occur:

- 12.4.1.1 the other party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or
- 12.4.1.2 an order is made by a court of competent jurisdiction or a resolution is passed for the administration of the other party; or
- 12.4.1.3 the presentation of a petition for winding up of the other party, which petition is not dismissed within twenty (28) days; or
- 12.4.1.4 an order is made or a resolution is passed for winding up of the other party, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the entity that has been wound up; or
- 12.4.1.5 the application for an order or application for the appointment of a receiver (including an administrative receiver or manager), administrator, examiner, liquidator, provisional liquidator, trustee or similar officer is made in respect of the other party; or
- 12.4.1.6 if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of the other party and is not discharged within thirty (30) days of such appointment; or
- 12.4.1.7 the other party enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; or
- 12.4.1.8 the other party goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation; or
- 12.4.1.9 the other party ceases, or threatens to cease, to carry on business or trade; or
- 12.4.1.10 any third party enforces a security interest over all, or substantially all, of the assets of the other party; or
- 12.4.1.11 if any event analogous to clauses 12.3.1.1 to 12.3.1.10 shall occur in any other jurisdiction to which either party is subject.

12.5 Accrued Rights

Termination or expiry of this Agreement shall not affect any accrued rights of either party.

12.6 Survival of Terms

The following clauses shall survive the termination of this Agreement: clauses [1, 4, 8, 10, 17, 18, 19, 20, 21 and 22] together with any other term which, by its nature, is intended to survive.

12.7 Termination by the Supplier for Non-Payment

- 12.7.1 Without prejudice to any other rights or remedies it may have, the Supplier, by giving written notice to the Client, may terminate this Agreement as of the date specified in the notice of termination, which date shall not fall before the expiry of the thirty (30) day period described in clause 12.7.2 below, if the Client fails to pay an invoice(s).
- 12.7.2 The Supplier will not terminate the Agreement in accordance with clause 12.6.1 above unless the Supplier has given the Client thirty (30) days' written notice of the Client's failure to make such payment. Such right of termination shall not apply to disputed invoices.

13 HANDOVER

- 13.1 From the date specified by the Client in accordance with clause 13.2, the Supplier shall immediately deliver up all work in progress and related information on the Services being terminated to the Client or a designated agent (including all Deliverables).
- 13.2 The Supplier's handover obligations shall commence on the date of notice of any termination by the Client in accordance with clause 12 of this Agreement or on such earlier or later date as the Client may reasonably request.
- 13.3 Should the Client require any additional handover services from the Supplier beyond the delivery up obligations set out in this clause 13, these shall be charged on a time and material basis, in accordance with the rates set out at Schedule 2 (Charges).

14 PUBLICITY

- 14.1 Without prejudice to clause 17 (Confidentiality) and each party will:
 - 14.1.1 submit to the other party any advertising, written sales promotions, press releases, public announcements and other promotional, marketing or publicity material relating to this Agreement in which the other party's name, corporate logo or trade mark is mentioned (expressly or impliedly) ("Publicity Material");
 - 14.1.2 not publish or use (or authorise the publication or use of) any Publicity Material without the other party's prior written consent (not to be unreasonably withheld); and
 - 14.1.3 co-ordinate with the other party any press releases or public announcement that it makes in relation to this Agreement.
- 14.2 Notwithstanding clause 14.1, either party may use the other party's name for the purposes of internal announcements within its organisation and/or wider Group (including to any Service Recipients).
- 14.3 A party shall not, without the prior written consent of the other party (which may be withheld at that other party's absolute discretion), use, or allow the use of, any trade marks, logos, devices, symbols or other similar items (whether registered or otherwise) owned or used by, or licensed to, that other party, or any other items misleadingly, confusingly or materially similar to the foregoing, including, without prejudice to the generality of the foregoing, the names and any logo used by another party from time to time in respect of its correspondence or notices.
- 14.4 A party shall not acquire any proprietary right, licence or interest in any of the items of the other party referred to in clause 14.1.

15 LIMITATIONS OF LIABILITY

- 15.1 Neither party excludes the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 15.2 Neither party excludes or limits liability to the other party to the extent such limitation or exclusion is not permitted by applicable law or in respect of any indemnity given by it under this Agreement.
- 15.3 In respect of loss and damages not covered by clauses 15.1 or 15.2 each party's entire liability to the other, whether arising in contract, tort, negligence, misrepresentation, for breach of duty or otherwise, shall be limited to:
 - 15.3.1 150% of the total amount of Charges and expenses paid or payable in respect of all Statements of Work for the 12 months immediately prior to the month in which the liability arose (or, in respect of the first 12 months, the amount payable for that 12 month period).

16 EURO COMPLIANCE

The Supplier represents, warrants and undertakes that all Deliverables are fully Euro Compliant, save where this is not required by the nature of the Deliverable and the same is specified in the relevant Statement of Work.

17 CONFIDENTIALITY

17.1 The Client and the Supplier each will:

- 17.1.1 keep all Confidential Information given by one party (the "Disclosing Party") to the other party (the "Recipient") or otherwise obtained by the Recipient confidential and must not (except as expressly permitted) disclose the Confidential Information, make copies of material containing the Confidential Information or otherwise use the Confidential Information;
- 17.1.2 safeguard the Confidential Information and comply with any requirements specified by the Disclosing Party from time to time;
- 17.1.3 implement rigorous security practices against any unauthorised copying, use, disclosure, access, damage or destruction of the Confidential Information;
- 17.1.4 immediately notify the Disclosing Party if the Recipient suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form or if the Recipient is required by Law to disclose any of the Disclosing Party's Confidential Information;
- 17.1.5 take all reasonable steps to enforce any obligation of confidence imposed or required to be imposed by this Agreement; and
- 17.1.6 do all things, execute all documents and give all assistance reasonably required by the Disclosing Party to enforce any obligation of confidence imposed or required to be imposed by this Agreement.

17.2 Subject to clauses 17.3 and 17.4, the Recipient may only use and copy the Disclosing Party's Confidential Information to the extent necessary:

- 17.2.1 to comply with its obligations under this Agreement;
- 17.2.2 to enable the Recipient to exercise its rights under this Agreement; or
- 17.2.3 to enable the Recipient to comply with any applicable Law.

17.3 The Supplier may disclose the Client's Confidential Information to:

- 17.3.1 The Supplier's Personnel, professional advisers on a 'need to know' basis and then only for the purpose identified in clause 17.2 above; and
- 17.3.2 any other person with the prior written consent of the Client, provided that, in addition to and without limiting any other obligation of the Supplier herein, the Supplier must:
 - 17.3.2.1 notify the Client of all persons to whom Confidential Information will be disclosed or who may become aware of Confidential Information before those persons are permitted access to Confidential Information;
 - 17.3.2.2 arrange for any or all persons who are permitted access to Confidential Information to give a written undertaking if required by the Client, substantially and in the form reasonably determined by the Client; and
 - 17.3.2.3 ensure that the Supplier's Personnel, approved by the Client comply with the provisions of this clause.

17.4 The Client may:

- 17.4.1 use the Supplier's Confidential Information to receive the Services;
- 17.4.2 use and disclose the Supplier's Confidential Information following the expiry or termination of this Agreement to the extent necessary to enable the Client to continue receiving services equivalent to the Services as at the date of expiration or termination or to enable the Client to provide the Service Recipients with services equivalent to the Services, provided that the Client personnel, its subcontractors, Service Recipients professional advisers and any other person approved by the Client comply with the Client's obligations under this clause.
- 17.5 Nothing in this Agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that:
 - 17.5.1 the information has been placed in the public domain otherwise than due to a default of the party;
 - 17.5.2 the disclosure is expressly required by Law, but the party must use its best efforts to minimise any such disclosure;
 - 17.5.3 the information has been independently developed by the party without reference to the Confidential Information of the other party; or
 - 17.5.4 the other party has approved in writing the particular use or disclosure of the Confidential Information.
- 17.6 The parties acknowledge that each will be entitled to equitable relief against the other (in addition to any other rights available under this Agreement or at law) if any party breaches any of its obligations under this clause.
- 17.7 The obligations with respect to Confidential Information disclosed under this Agreement will survive termination and expiry of this Agreement and continue for as long as the information remains confidential.
- 18 PERSONAL DATA**
 - 18.1 All right and interest in Client Personal Data shall be and remain, as between the parties, the property of the Client and nothing in this Agreement shall grant to the Supplier any right, title or interest (including Intellectual Property Rights) in the Client Personal Data, except to the extent expressly permitted pursuant to clause 18.3. The Client Personal Data shall be treated as Confidential Information of the Client.
 - 18.2 All right and interest in Supplier Personal Data shall be and remain, as between the parties, the property of the Supplier and nothing in this Agreement shall grant to the Client any right, title or interest (including Intellectual Property Rights) in the Supplier Personal Data, except to the extent expressly permitted pursuant to clauses 10.2 and 10.3. The Supplier Personal Data shall be treated as Confidential Information of the Supplier.
 - 18.3 In relation to the Client Personal Data, the parties will each comply with their respective obligations, as a data controller and a data processor under the Data Protection Legislation. If the Supplier receives Client Personal Data, in connection with this Agreement, the Client agrees that the Supplier may use and disclose this data solely for purposes connected with this Agreement and the provision of Services to the Client as permitted in accordance with this clause 18.3.
 - 18.4 The parties acknowledge that:
 - 18.4.1 the Client alone will determine the purposes for which, and the manner in which, the Client Personal Data is, or is to be, processed in the performance of the Services;
 - 18.4.2 the Client will be the "Data Controller" (as defined in the Data Protection Legislation) in respect of all the Client Personal Data; and
 - 18.4.3 in performing the Services, the Supplier will be the "Data Processor" (as defined in the Data Protection Legislation) in respect of the Client Personal Data.

- 18.5 As part of the Services, in accordance with the Supplier Personnel's roles or as required in accordance with a Statement of Work, the Supplier will, and will procure that all the Supplier Personnel and its subcontractors will, in a manner that conforms to any time-scales set out in the Data Protection Legislation, and, in any event, as soon as reasonably practicable, comply with any written request from the Client, to assist the Client to comply with its responsibilities as Data Controller, to:
- 18.5.1 correct or delete inaccurate Client Personal Data;
 - 18.5.2 provide a copy of the Client Personal Data relating to a Data Subject that is stored in any form of retrieval or storage facility(s) in the possession or control of the Supplier and/or any subcontractor of the Supplier;
 - 18.5.3 provide information about the Supplier's (and its subcontractors') processing of the Client Personal Data;
 - 18.5.4 assist in respect of any request or notice, or any anticipated request or notice, by or on behalf of any Data Subject in respect of the Client Personal Data; and
 - 18.5.5 otherwise provide reasonable assistance to the Client as necessary to allow the Client to comply with the Data Protection Legislation.
- 18.6 The Supplier shall appoint and identify to the Client a named individual within the Supplier's organisation to act as a point of contact for any enquiries from the Client or the Information Commissioner relating to Personal Data.
- 18.7 The Supplier agrees and undertakes that it will not (and will ensure that its subcontractors will not), without the Client's prior written authorisation, unless otherwise expressly permitted under the Agreement:
- 18.7.1 use the Client Personal Data for the Supplier's or its subcontractors' own purposes, including marketing purposes;
 - 18.7.2 transfer any of the Client Personal Data to third parties save as expressly required in relation to any Services and as directed in the Statement of Work; and
 - 18.7.3 carry out the processing by automatic means of any of the Client Personal Data for the purpose of evaluating matters about a Data Subject where that automatic processing constitutes the sole basis for any decision that significantly affects such Data Subject.
- 18.8 The Supplier will promptly notify the Client if the Supplier (or any of its subcontractors) receives any complaints about the processing of the Client Personal Data from third parties, and the Supplier will not (and will ensure that its subcontractors will not) make any admissions or take any action which may be prejudicial to the defence or settlement of any such complaint and will provide to the Client such reasonable assistance as it may require in connection with such complaint.
- 18.9 If the Supplier acquires, on behalf of the Client, any Personal Data from Data Subjects as part of the Services, the Supplier shall assist the Client (to the extent reasonably requested by the Client) to give such individuals a data protection notice describing the intended use of such Personal Data, in a form provided by the Client.
- 18.10 Upon termination of the Agreement, the Supplier shall:
- 18.10.1 at the Client's option, either immediately return to the Client all copies of the Client Personal Data which they are processing or have processed on behalf of the Client, or destroy the same within fourteen (14) days of being requested to do so by the Client; and
 - 18.10.2 immediately cease any further processing of Client Personal Data for or on behalf of the Client.
- 19 **ACCESS**

- 19.1 If, pursuant to or in consequence of performing its obligations under this Agreement, the Supplier or any Supplier Personnel or any other employee or agent of the Supplier gains Access to any computer system of the Client including (but not limited to) any software, hardware or firmware, whether directly or remotely:
- 19.1.1 all Access shall be strictly limited to that part of the computer system, software, hardware or firmware, (as the case may be) as is required for proper performance of its obligations under this Agreement;
- 19.1.2 the Supplier and the Supplier Personnel shall comply with all security audit and other procedures and requirements of the Client notified to it from time to time by the Client in relation to Access.
- 19.2 The Supplier shall procure that only Supplier Personnel shall be permitted Access and such Access shall be to the extent strictly necessary for the proper performance of the Supplier Personnel's duties under this Agreement.

20 PREMISES REGULATIONS

- 20.1 Whilst at or near any Client Facilities, the Supplier (including, without limitation, any Supplier Personnel) shall comply, and shall procure that its employees comply, with all regulations of the Client provided to the Supplier, such compliance to be from the date that such regulations were provided to the Supplier.
- 20.2 Unless specified in a Statement of Work, nothing in this Agreement shall be construed as granting to the Supplier or its employees a right of access to any Client Facilities.

21 SUPPLIER PERSONNEL ISSUES

- 21.1 Nothing in this Agreement shall be construed as:
- 21.1.1 entitling the Supplier or the Supplier Personnel to receive any benefits (including but not limited to medical, life, accident or disability insurance, pensions, unemployment or worker's compensation, profit sharing plans or redundancy payments) received by employees of the Client; and
- 21.1.2 requiring the Client to pay, in respect of the Supplier Personnel, any income taxes or social security or related contributions.
- 21.2 The Supplier shall indemnify the Client and, Associated Companies, and keep the Client and Associated Companies, indemnified against all Losses arising from or incurred in connection with any of the items referred to in clause 21.1 or any claims made against the Client or any Associated Company by any of the Supplier Personnel based on an alleged contract of employment (whether express or implied) between the Supplier Personnel and the Client or any Associated Company.

22 GENERAL

- 22.1 Except as otherwise expressly provided no communication from one party to the other party shall have any validity under this Agreement unless made in writing by or on behalf of the Client or, as the case may be, by or on behalf of the Supplier.
- 22.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance, the parties shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- 22.3 For the purposes of this Agreement, the expression "Force Majeure" shall mean an event which is beyond the control of an affected party and which such party could not anticipate or mitigate by means of insurance, contingency planning or any other prudent business means. Any event will only be considered Force Majeure if it is not attributable to the wilful act, neglect, default or other failure to take reasonable

precautions of the affected party, its agents, employees or contractors. Industrial dispute or action shall not give rise to an event of Force Majeure. No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including, but not limited to, any damages, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event. The Client shall be entitled to terminate the Agreement or any or all Statements of Work by notice in writing to the Supplier if the Supplier suffers a Force Majeure for a period of 28 days or more.

- 22.4 The failure of any party to insist upon strict performance of any provision of this Agreement, or the failure of any party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Agreement.
- 22.5 A waiver of any breach of contract shall not constitute a waiver of any subsequent breach of contract. No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing. Except as expressly stated in this Agreement, no right or remedy conferred upon any party by this Agreement shall be exclusive of any other right or remedy howsoever arising and all such rights and remedies shall be cumulative.
- 22.6 This Agreement and any Statement of Work constitutes the entire understanding between the parties relating to the subject matter of this Agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by a party. Except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this Agreement) in entering into this Agreement.
- 22.7 The parties shall, and shall use all reasonable endeavours to procure that, any necessary third party (including, but not limited to, their employees and, in the case of the Supplier, the Supplier Personnel) shall, do and execute and perform all such further deeds, documents, assurances, acts and things as may be reasonably required to give effect to this Agreement.
- 22.8 Except for the rights granted to Authorised Agents, Associated Companies and Authorised Users under this Agreement, this Agreement does not create, and shall not be construed as creating, any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not party to it and notwithstanding section 2(1) of the Contracts (Rights of Third Parties) Act 1999, the parties may in writing vary, rescind or terminate this Agreement (whatever the nature of such variation, rescission or termination) without seeking the consent of any third party on whom this clause 22.8 confers rights.
- 22.9 The Client has an environmental policy with objectives that include the minimising of waste and the protection of the environment. The Supplier shall have in place a similar policy and will therefore be required to demonstrate and if necessary provide information to show that it supports that similar policy.

23 GOVERNING LAW AND JURISDICTION

This Agreement is governed by and is to be construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

24 NON SOLICITATION

Both Parties shall not, and shall procure that their respective Group companies shall not, during the term of this Agreement and for a period of 1 year after its expiry or termination, without the prior written consent of the other party, either directly or indirectly solicit for employment any director, senior executive or other manager of any member of the other Party's Group with whom it has come into contact in relation to work completed under this Agreement, provided that this shall not preclude any offer to employ or employment of any such person who applies for a position in response to a recruitment advertisement published generally and not specifically directed at any employees of either Party's Group companies.

25 UNILEVER'S RESPONSIBLE SOURCING POLICY

Each Supplier and the Supplier's Parent acknowledges that it has reviewed Unilever's Responsible Sourcing policy (the "RSP") and agrees that all of their activities shall be conducted in accordance with the RSP. Unilever may from time to time carry out an audit or other checks on RSP compliance either performed by itself or any third party and each Supplier shall respond promptly to requests from Unilever for information relating to compliance with the Code by it. The Code can be accessed at the internet address <http://unilever.com/sustainable-living-2014/enhancing-livelihoods/fairness-in-the-workplace/advancing-human-rights-with-suppliers/responsible-sourcing-policy/>

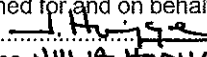
26. The negotiation and finalisation of the terms and conditions of this Framework Agreement and related project management activities have been carried out, by Unilever, through the new centralised Indirect procurement organisation comprised within UBMS AG, which organisation will continue to have responsibility within the Unilever Group for the ongoing operational management of this Framework Agreement through the remainder of the term.

This Agreement has been signed on the date first stated on above.

Signed for and on behalf of the **Unilever Business and Marketing Services AG**

By 
Name..... **Chris Bullock**
Title..... **Procurement Director**
Date **23/09/2014**

Signed for and on behalf of **Thorogood Associates Limited**

By..... 
Name..... **JULIA HONIGSHELGER**
Title..... **DIRECTOR**
Date **11 SEPTEMBER 2014**

SCHEDULE 1 - DEFINITIONS

"Acceptance"	means the Deliverable meets the requirements as set out in the relevant Acceptance Test Procedure and "Accepted" and "Accept" shall be construed accordingly;
"Acceptance Certificate"	shall have the meaning set out in clause 3.1.4;
"Acceptance Test Due Date"	shall have the meaning set out in clause 3.1.1;
"Acceptance Test Procedure"	shall have the meaning set out in clause 3.1.2;
"Access"	means any entry or access to any computer system of the Client including but not limited to any equipment, software, hardware, firmware, database or file whether directly or remotely;
"Authorised Agent"	means: <ul style="list-style-type: none">(a) any Associated Company;(b) any employee, officer, consultant or agent of the Client;(c) any employee, officer, consultant or agent of an Associated Company;(d) any third party contracting with the Client for the provision of services; or(e) any third party contracting with an Associated Company for the provision of services;
"Authorised User"	means any person who is given permission to use any of the Deliverables by the Client or who is given such permission by any other person who derives the ability to give such permission from the Client (including but not limited to, Authorised Agents);
"Client Deliverables"	means those Deliverables not listed as Licensed Deliverables in any Statement of Work;
"Client Expenses Policy"	means the Client's policy for re-imbursement of out of pocket expenses, as set out in Schedule 2, as the same may be updated from time to time;
"Client Facilities"	means any premises owned, leased or otherwise occupied or controlled by any Service Recipient;
"Client Lead"	means the Client representative responsible for managing the relationship with the Supplier and overseeing the provision of the Services under this Agreement pursuant to Schedule 4;
"Client Personal Data"	means Personal Data relating to the Client, an Associated Company, Authorised Agent and/or any Service Recipient' and their customers, employees, contractors, agents partners or suppliers;
"Client Project Contact"	means the Client representative(s) appointed on a Statement of Work by Statement of Work basis pursuant to Schedule 4;
"Client System"	shall have the meaning set out in Schedule 6;
"Change"	means a change to a Statement of Work or this Agreement

	carried out pursuant to a Change Request;
"Change Control Procedure"	means the change control procedure set out in Schedule 5;
"Change Manager"	means the change managers appointed by each party as described in Part A, paragraph 1.1 of Schedule 5;
"Change Request"	means a request for a Change documented in the format set out in Part B to Schedule 5 or as otherwise agreed between the parties and governed by the Change Control Procedure;
"Charges"	means the charges for any Services as agreed between the parties in the relevant Statement of Work,;
"Confidential Information"	<p>means in relation to a party, information that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; and/or (b) is designated by that party as confidential; or (c) the other party knows or ought to know is confidential; and (d) includes, but is not limited to, Deliverables, trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, documentation, schematics, procedures, contracts, customer bases, financial information, budgets, sales, marketing, public relations, advertising and commerce plans, ideas, strategies, designs, projections, business plans, real estate plans, strategic expansion plans, products and product designs, sourcing information, potential product labelling and marking ideas, unpublished information relating to the Intellectual Property Rights of either party, all communications between the parties and other non-public information relating to the Client's business;
"Data Protection Legislation"	means the EU Data Protection Directive (95/46/EC) and the Data Protection Act 1998 and/or other applicable law or regulation as they may be amended from time to time;
"Data Subject"	shall have the meaning set out in the Data Protection Legislation;
"Default"	means any breach of the obligations of either party or any actionable default, act, omission, negligence or statement of either party, agents or sub-contractors of either party in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other;
"Deficiencies"	means any failure of any Software Deliverable to perform in accordance with its Specifications;
"Deliverables"	means all work products made by the Supplier, the Supplier Personnel and any employees, agents or contractors of the Supplier during performance of the Services for the Client and which will include, without limitation, marks, text, diagrams, Software, codes, documents, photographs, logos, designs, drawings, artistic and graphical works, powerpoint presentations, reports, images, sounds, data, information, other works of authorship and inventions, including whether the same are embedded in any electronic or tangible medium together with any deliverables identified in any Statement of

	Work including the Client Deliverables and the Licensed Deliverables;
"Effective Date"	means the date of this Agreement;
"Euro Compliant"	means (i) the introduction of the single European currency shall not affect the performance or functionality of any equipment nor cause equipment to malfunction, end abruptly, provide invalid results or adversely affect Service Recipient's business; (ii) all currency reliant and currency related functions of any equipment shall continue to operate in accordance with their specifications up to, during and after the introduction of the single European currency; and (iii) each and every item of equipment shall, to the extent it performs or relies upon currency related functions is able to perform such functions in Euros, during the transition phase, to deal with multiple currencies and dual currencies, recognise the euro currency symbol and incorporate protocols for dealing with rounding and currency conversion;
"Intellectual Property Rights"	means all intellectual property rights in the Deliverables but excluding know how skills and techniques but including, but not limited to, patents, trade secrets, trade marks, service marks, copyrights and all rights of whatsoever nature in computer software and data), rights in logos and get-up, inventions, moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and all intangible rights and privileges of a nature similar, analogous or allied to any of the above in every case whether or not registered or unregistered and all rights or forms of protection of a similar nature anywhere in the world;
"Licensed Deliverables"	means any Deliverables specified as "Licensed Deliverables" in any Statement of Work;
"Losses"	means all losses, liabilities, damages, costs, claims and expenses (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties);
"Personal Data"	shall have the meaning set out in the Data Protection Legislation;
"Project"	means together the Services to be performed and the Deliverables to be provided by the Supplier, as more particularly described in a Statement of Work;
"Publicity Material"	shall have the meaning set out in clause 14.1.1;
"Regulatory Body"	means the Financial Services Authority, the Bank of England, Banking Ombudsman, the Inland Revenue and any other regulatory or quasi-regulatory, administrative, or taxation body, listing authority or court which regulates or governs the Bank;
"Service Credits"	means the service credits set out in any Statement of Work and payable by Supplier to the Client in accordance with such Statement of Work and the terms of this Agreement;

"Services"	shall mean the services as mutually agreed from time to time between the Supplier and the Client under Statements of Work.
"Software"	means any computer program or programming, including source code where relevant, object code and executable code. An item of Software includes, without limitation, modifications, any interfaces, firmware, any tools or object libraries embedded in that software;
"Supplier Lead"	means the Supplier representative responsible for managing the relationship with the Client and overseeing the provision of the Services provided under this Agreement pursuant to Schedule 4;
"Supplier Personal Data"	means Personal Data relating to the Supplier, its employees, contractors, agents, partners or suppliers;
"Supplier Personnel"	shall have the meaning set out in clause 2.5;
"Supplier Project Contact"	means the Supplier representative(s) appointed on a Statement of Work by Statement of Work basis pursuant to Schedule 4;
"Supplier's Premises"	means any premises owned, leased or otherwise occupied or controlled by any member of the Supplier's Group or any of its sub-contractors;
"Specifications"	means the definition of the operational and functional requirements of the Software or other Deliverable agreed by the parties and set out in a Schedule to a Statement of Work;
"Timetable"	means the timetable agreed between the parties for the work to be carried out in respect of each Statement of Work, as the same may be varied in accordance with the Change Control Procedure;
"Unauthorised Access"	means any Access or attempted Access that has not been authorised in writing by the Client prior to such Access occurring;
"Working Days"	means Monday to Friday except public holidays in England; and
"Statement of Work"	means a document in a format similar to the example set out in Schedule 3 which in respect of a Project, includes without limitation: a description of the Services, the Specifications (if relevant), Acceptance Tests (if relevant), Timetable and Charges, that once signed by both parties shall form an annexure to this Agreement.

SCHEDULE 2 - THE CHARGES

The terms and conditions referred to in this Schedule 2 are applicable only to work carried out under the this Agreement

1. Term for fee rates

The rates referred to in this Schedule 2 are the rates that will apply to all Services provided pursuant to any Statement of Works entered into from 1st January 2014 to the Term of the Agreement.

2. Fee Rates

The following tables set out the rates to be applied for time and materials work between Unilever and the Supplier.

Grade	Title	Role Summary		US On-shore	UK On-shore	India Off-shore	India On-Shore
Level B	Managing Principal	Strategic development of the business, sustaining revenues & directing key relationships.	Strategically focused roles concerned with the development of the business as a whole and enhancing its reputation in the market.	\$2,789.45	£1,801.83		
Level C	Principal	Client business generation, practice area leadership & relationship management	These roles will be accountable for the direction and development of large and/or complex client relationships, in which they will hold the clients' confidence. They will promote the organisation's offering, and will be successful in securing and delivering engagements.	\$2,590.21	£1,651.68		
Level D	Senior Consultant	Client relationship management and delivery of solutions	Acknowledged experts in architecting advanced solutions to the most challenging assignments, at this level jobholders are able to effectively apply a fully-developed set of consulting, commercial and technical skills. Alternatively the jobholder may have profound & expert knowledge in a specialised area, contributing technical solutions within wider consulting engagements. Jobs at this level will also have client relationship responsibilities, and would be expected to be involved proactively in early stage discussions with clients about potential solutions.	\$2,390.96	£1,471.49	£601.92	£1,472.49
Level E	Consultant	Solutions/project delivery, project planning and management.	Jobholders at this level are accountable for developing and delivering solutions for all but the most complex projects or for contributing to the development of solutions in larger & more complex projects. This is the level at which consultants are expected to draw on a combination of technical excellence, emerging client skills, increasing commercial/risk awareness & rounded professional experience to produce commercially viable client solutions & recommendations. Able to respond to clients request for help with solution ideas.	\$1,992.47	£1,231.25	£489.06	£1,231.25

Level F	Consultant	Project delivery, management & planning	The level at which the emphasis changes from the preparation of the project deliverables to the development of solutions (the transition to the full consulting role). While proficient in a range of methodologies and technologies, is likely to adopt a degree of specialisation in a particular technologies and its application to solutions. Is starting to develop project management and client relationship skills and developing a commercial awareness.	\$1,593.97	£991.01	£413.82	£991.01
Level G	Consultant	Compilation of project deliverables & advanced development.	Will have 2 to 3 years of experience. Will have developed an appreciation of client needs and requirements and will use this understanding to design small to medium sized databases. Able to produce code quickly to an advanced standard.	\$1,394.73	£825.84	£338.58	£825.84
Level H	Consultant	Develops deliverables.	At this level people will have between 1 and two years experience and are able to produce code to specification, and to standard. The role is developing individual deliverables, each of which forms part of a set of deliverables.	\$1,195.48	£690.70	£263.34	£690.70
Level I	Graduate	Will not be chargeable for the first three months while undergoing training, thereafter will assist in basic development in support of consultants.	The basic entry level; graduate recruits will be numerate, and will have degrees and postgraduate qualifications in mathematics, business studies, engineering, computer science or operations research. They will undergo intensive training.	\$996.23	£600.61	£188.10	£600.61

3. Currency exchange rate adjustment

At the start of each calendar year, Rates for offshore work invoiced in a foreign currency (e.g. work from the delivery centre in India invoiced to Unilever UK in GBP) in this Schedule shall be reviewed and updated according to the evolution of the Unilever Annual Average Exchange rate published each year in the first weeks of January. The Rates will be updated during the the month of January based on the difference of the the Unilever Annual Average Exchange rate published of the year to be updated and the Unilever Annual Average Exchange rate published in January of the previous year. See example below:

Example 1: Calculation to happen in January 2015

	Published rate 2014	Published rate 2015	effect yoy
Indian rates billed in GBP	90,56	84,2193	-7,0%

In this case, off shore rates billed in GBP will increase in 7% from Jan 2015

Example 2. Calculation to happen in January 2015

	Published rate 2014	Published rate 2015	effect yoy
Indian rates billed in GBP	84,2193	90,56	7,5%

In this case, off shore rates billed in GBP will decrease in 7,5% from Jan 2015

The calculation formulae is:

$(\text{Published rate 2015} - \text{Published rate 2014}) / \text{Published rate 2014}$

4. Annual rebate for global contract and preferred status

All payments made to the supplier in the 12 months up to 30th November will be converted into Pounds Sterling using the spot rate on that date. For avoidance of doubt, periods to consider to calculate the annual rebate under this agreement will be as follows:

- 1st December 2013-30th November 2014
- 1st December 2014-30th November 2015
- 1st December 2013-21st April 2016 in case this Agreement is not extended beyond the Agreement term. In this event, the annual revenue bands shall be adjusted pro rata and apply to the payments made in this period of time.

The proportions of work completed under each currency are recorded.

The volume discount is then applied to the total sum in Pounds Sterling, applying the rates incrementally. For example, for a total sum of £8m:

- 0% for the first band
- $(2,650,000 - 1,000,000) * 5\%$ for the second band
- $(5,500,000 - 2,650,000) * 7.5\%$ for the third band
- $(8,000,000 - 5,500,000) * 10\%$
- Thus a total discount of $(2,650,000 - 1,000,000) * 5\% + (5,500,000 - 2,650,000) * 7.5\% + (8,000,000 - 5,500,000) * 10\%$ shall apply

The total discount amount is then allocated by currency using the proportions for work completed in the year.

These discount allocations are converted back to the invoice currency using the same spot rate.

The local currency discount will then be applied in most circumstances as a service credit.

In certain circumstances, Unilever may request a cash rebate in lieu of a service credit. For example at the end of the programme where there is no need to have additional services delivered.

Annual Revenue Band (£)	Volume Discount (%) per annum
< £1,000,000	0%
£1,000,000- £2,650,000	5%
£2,650,000- £5,500,000	7.5%
£5,500,000- £21,008,000	10%
> £21,008,000	10%

5. Billing arrangements

Invoices will be submitted on a monthly basis for Time and Material work, unless mentioned otherwise in each SOW. Monthly consolidated invoices may be submitted for Time and Material work, with clear allocation of work to the relevant Purchase Orders.

For Target Charge invoices will be submitted monthly based on actual work until the target charge is reached, after which the charge will be adjusted according to the thresholds. In the case of the actual charge being below the target charge, a final invoice will be issued according to the target thresholds. Invoices must clearly state the Purchase Order number relevant to the work.

For Fixed Price, invoices will be submitted monthly based on actual work until the fixed price is reached. In the case of the actual charge being below the fixed price, a final invoice will be issued for the remainder. Invoices must clearly state the Purchase Order number relevant to the work.

Work completed by onshore staff will be billed locally in the country where the work is completed, in the local currency.. As a minimum, this will involve local currency billing in the United States and United Kingdom. Work completed by offshore staff will be billed in Pounds Sterling.

For Statements of Work containing resources to be billed in different currencies, Unilever will issue separate Purchase Orders for the proportion of work to be billed in each currency.

6. Travel and expenses

- The need and scale of the travel will be agreed within the SoW.
- Travel time is not chargeable
- No travel and expenses to be paid if the Supplier office or the Supplier employee home base is within the same city, province or state than the service location
- All travel and expenses shall be pre approved by Unilever prior of incurring the expense.
- The Supplier shall provide copies of receipts with the invoice to Unilever and will be reimbursed at actual cost without mark up
- The Supplier will be reimbursed economy train or air-fare, ground transport costs to and from the airport to the service location and standard class accommodation. No other travel cost shall be paid to the Supplier
- No costs of living expenses will be reimbursed to the Supplier personnel involved in the delivery of the service.

This clause will be effective from September the 1st 2014.

The Supplier shall not charge expenses over and above a cap of 5% of total annual global Fees.

Supplier will bear the cost related to facilities (office cost), hardware, software and network connections for off shore delivery centres. In the case of Unilever mandating the use of its own laptops to perform some work, the Unilever will bear all associated costs (hardware, software and maintenance)

7. Exchange rate

The currency for invoicing will be agreed upon for each contract at the time of signing this Statement of Work.

If a currency conversion is needed, the Supplier shall apply the exchange rate quoted on: "FOREX Reuters Screen" in London at 11:00 local time, on the date when this Statement of Work has been received by Unilever. The exchange rate used shall be stated in the invoice to be sent to the relevant Buyer..

SCHEDULE 3 – PRO FORMA STATEMENT OF WORK

Class	IT Services
Commodity	IT Outsourced Services-UN01540301
Product/Service i.e. Connect, App Dev or App Man	
Procurement Manager	Jose Martin

STATEMENT OF WORK

1. Project Details and Contacts.

UL Legal Entity/Client: (i.e. US = Conopco OR UK = Unilever UK Central Resources (UKCR)) [delete as appropriate]	
Supplier Name:	Date Raised:
SOW No:	UL Clarify ID:
Project Name/Contract Ref:	Pricing Model:
UL Budget Approver:	UL Content Approver:
UL Project Contacts, PM, DM etc:	

This Statement of Work dated as of *[Please include date]* is entered into by and between *[Please include Supplier Name]* ("Supplier") and *[Enter applicable entity as above]* pursuant to, and is governed by, the terms and conditions stated in the Master Service Agreement dated (MSA) as of *[Please include date]* (the "Agreement") by and between *[Please include Supplier Name]* and Unilever Business and Marketing Support AG. Capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Agreement.

2. The Work.

A. Project Scope

[Drafting Note: Please include a brief description of the scope of this project i.e. the work that needs to be accomplished to deliver the project results.]

B. Project Deliverables (if applicable):

[Drafting Note: Please include a brief description of the background to this Project and any deliverables i.e. what is the project delivering/who is provided to deliver the project. Plus any milestones.]

C. Project Schedule:

[Drafting Note: i.e. What is required to be delivered by what timeline. Include implementation plan if applicable]

D. Project Location:

[Drafting Note: i.e. Where resources will be based, where project team is and the project is delivered to:]

E. Dependencies and Obligations:

[Drafting Note: i.e. Please specify any risk and assumptions.]

Ref	Dependency
1	Unilever shall arrange access to all Unilever and Unilever Sub-Contractor personnel as Supplier may reasonably require to fulfill its obligations under the Agreement.
2	Client shall train Unilever and Unilever Sub-Contractor staff in the methods and tools agreed as project standards and mandate their use on the programme.
3	Client shall plan and manage all Unilever and Unilever Sub-Contractor activities in respect of the Services including those on which Supplier is dependent as set out in the Agreement or as reasonably required by Supplier to fulfill its obligations.
4	Client shall manage the decision making and escalation process in such a way that does not affect Supplier's ability to perform its obligations.
5	Client shall provide the delivery of data in a timely and appropriate form from third party sources as required by the plan.
6	Client shall provide Supplier with suitable office work space and office facilities for all Supplier personnel and any other office facilities Supplier may request (acting reasonably) to fulfill its obligations under the Agreement.

3. Charges and Expenses:

A. Travel and Expenses

Travel and Expenses payable pursuant to clause 6 of the Schedule 2 [Drafting Note: i.e. please provide details of who is travelling where, for how long and reasons. Note: Expenses should be capped as agreed in the MSA]

A. Time and Material Engagements

For Time and Material projects, the Supplier shall issue invoices monthly in arrears. Monthly charges shall be computed based on the working days in a particular month. The Supplier shall deduct the days not worked during the month by the Supplier Personnel. The Supplier shall keep timesheets for all their associates. The table below shall be completed for all T&M projects

[illegible]

Total Resource and expenses:

Criteria	Exp %	Totals
Total Resource Time		
Estimated expenses for UK staff		
Other [please state expense reason]		
Total chargeable Expenses		
Discount on Fees		
Overall Total		

B. Fixed Price Engagements

In case of fixed fee engagements, invoicing will be based on delivery milestones as agreed to in this Statement of Work. The milestone completion will need to be signed off by authorized Buyer Approver according with the acceptance criteria defined in this Statement of Work. Acceptance by the Buyer shall not be unreasonably withheld. Unilever sign off will trigger the issue of the invoice for the portion of the fee for the approved milestone as stated in this Statement of Work. The table below shall be completed for fixe fee engagements.

4.

Description of Deliverable	Milestone Target Date	Critical Milestone (Yes/ No)	Acceptance Criteria	Buyer Approver	Deliverable Payment (as % of Fixed Price Charges)

Intellectual Property.

As described in the Agreement

5. Term.

This Statement of Work shall remain in effect until the completion of the Services described herein.

This Statement of Work has been executed as of the date first above written.

6. Signatures

CLIENT

SUPPLIER

Unilever UK Central Resources Limited/Conopco
[Delete as appropriate]

[Please include Supplier Name]

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE 4 - GOVERNANCE

The terms and conditions referred to in this Schedule 2 are applicable only to work carried out under this Agreement

1. Guiding principles

The purpose of this Schedule is to establish and maintain the formal organisations, processes, and practices for managing the Unilever/Supplier relationship for all Existing Services and New Services under this Master Services Agreement, facilitate the continued alignment of the interests of the parties and ensure that the relationship is maintained at the correct level within each party

2. Attendees and frequency of meetings

The following table is not the exhaustive list of meetings that will happen in the course of the programme, but rather a minimum set of meeting and governance boards that are in place

Meeting	Frequency	Main objectives	Attendance Unilever	Attendance Supplier
Delivery performance review at program level (e.g. Connect)	Monthly/ Quarterly	review project status, progress against milestones, risks, issues, resource approvals, review service KPIs etc.	Program Director Supplier Management	Account Lead Technical lead
MSA Service and contract review	Quarterly	The key Unilever governance forum for the Unilever and Supplier BAU relationship to review service issues, KPIs, etc..	Supplier management representative Selected program representatives Procurement representative	Account lead Account Executive
Steering Group	twice a year	The governance forum which manages the overall Unilever and Supplier relationship	VP supplier sponsor	Supplier CEO

3. Escalation process

An escalation can be raised when a disagreement occurs between Unilever and the Supplier causing an issue between the two parties. Before escalation, both parties should engage to resolve the matter at the operational level. If the matter remains unresolved the escalation process can be invoked. Unilever will be responsible for formally logging the issue and will agree the wording of any such entry on the escalation log with the Supplier. Escalations should only be progressed by the equivalent roles at each level (see section 3.2). Once an escalation has been logged, the relevant personnel should meet and attempt to resolve the escalated issue within 5 business days.

One the process has been invoked, the nominated Unilever and supplier representatives at level 1 will engage to try to resolve the matter. If the matter cannot be resolved at this level it must be escalated up to level 2 for resolution. Engagement with levels 3 and 4 should follow if the issue remains unresolved.

3.1 Levels of escalation

The following table provides the escalation levels to be adopted:

Unilever**Supplier**

First Level	Supplier Management Contract and Commercial Manager	First Level	Contract Manager (or equivalent)
Second Level	Supplier Management Director	Second Level	Service Delivery Lead
Third Level	VP Enterprise Solutions	Third Level	Client Account Manager (or equivalent)
Fourth Level	Chief Information Officer ETS	Fourth Level	Client Executive Sponsor

If any of the nominated individuals are unable to meet, a substitute may attend provided that they have the same seniority or have been given delegated authority to settle the unresolved matter.

If the issue remains unresolved for 10 business days when all escalation levels have been exercised, the dispute resolution process may be invoked.

4. Dispute resolution

The Parties will attempt to resolve amicably any dispute between them arising out of or in connection with the Agreement prior to the initiation of court proceedings.

If the Parties fail to resolve the dispute amicably, each party irrevocably consents and agrees that any legal action, suit or proceeding against either of them arising out of, relating to or in connection with the transaction contemplated hereby or disputes relating hereto may be brought only in the English courts and hereby irrevocably accepts and submits to the exclusive jurisdiction of the aforesaid courts, with respect to any such action, suit or proceeding.

5. SCHEDULE 5 - CHANGE CONTROL PROCEDURE

PART A – CHANGE CONTROL PROCEDURE

1. The Change Control Procedure

- 1.1 Both parties shall appoint a Change Manager. Each party's Change Manager shall be responsible on behalf of its party for all matters associated with Changes.
- 1.2 Either party may request a Change by sending a Change Request Form with appropriate details to both parties' Change Managers.
- 1.3 Within twenty-four (24) hours of issuing or receiving the Change Request Form the Supplier shall perform a high level review of the Change requested and inform by means of the Change Request Form the Client's Change Manager and the person who issued the Change Request Form whether or not the requested change:
- (a) is likely to give rise to additional Charges; and/or
 - (b) may give rise to security implications or other negative technical or commercial impacts on the Client System or the performance of the Services.
- 1.4 Upon receipt of such review from the Supplier, the Client shall promptly instruct the Supplier by means of the Change Request Form, to:
- (a) take no further action; or
 - (b) conduct a detailed review in order to establish scope and pricing of the change; or
 - (c) proceed with the implementation of the Change.
- 1.5 Where 1.4(b) or (c) applies, the date by which the Change or the second review is to be completed by the Supplier shall be agreed by the parties and entered on the Form.
- 1.6 The Supplier shall complete the detailed review by the date agreed with the Client. The Supplier shall return to the Client the Change Request Form addressing the risks, additional Charges, timetable and methods of implementation associated with the requested change.
- 1.7 Where additional Charges are required by the Supplier to implement the requested Change, it shall provide the Client a breakdown of the time to be spent by Supplier Personnel who are to be involved in the implementation of the requested Change and the corresponding addition to the Charges.
- 1.8 Upon completion by the Supplier of its detailed review, the Client shall promptly discuss this review with the Supplier. Unless the Client instructs the Supplier not to proceed with the Change, the Client and the Supplier shall then agree on the final form of the Change Request Form and, once the Change Request Form is signed by both parties, the Supplier shall proceed with the Change.
- 1.9 A Change Request Form instructing the Supplier to implement a Change that has been signed by the Client and the Supplier shall be binding on both parties.

2. Change Management

- 2.1 The Supplier shall be responsible for implementing and managing all Changes. All Changes shall be implemented by the Supplier in accordance with the Change Request Form and no Change shall be implemented by the Supplier until the Client has given the Supplier its final approval of the Change Request Form detailing the Change.
- 2.2 No activities performed by the Supplier during the implementation of a Change nor the subsequent performance of a Change may detract from the performance of the Services. On acceptance by the Client of the Change it shall become part of the Services.
- 2.3 The Client and the Supplier shall hold Change control meetings regularly, as may be reasonably required. Such meetings shall be convened and chaired by the Client's Change Manager. Attendees at such meetings shall be:
- (a) both parties' Change Managers;
 - (b) the Client Lead and Supplier Lead;
 - (c) third party providers, as and if appropriate; and
 - (d) [any other relevant personnel].
- 2.4 The Supplier shall maintain a Change diary that shall contain details of the Changes to the Services, their progress and status and shall make it accessible to the Client on request.

PART B – CHANGE REQUEST FORM

The Change Request template can be found in the Appendix 1 of this part B

[Please note Procurement to be involved in all Change Controls over £100k]



CR Template
Final.xlsx

Appendix 1 of Part B

Change Request

Supplier Name:

Change Request

UL Legal Entity/Client UK Central Resources Limited or Conopco for US (delete as applicable)			UL Clarity ID
Project Name/Contract Ref.			SOW/CR Ref No. SOWs CG0XXX CR0XXX
Originator of Change i.e. raised by who			Date Raised
UL Contacts Project Manager: Delivery Manager:			Pricing Model: i.e.T&M, Fixed or Target
UL Approvers UL Budget Approver: UL Content Approver:			PO Number
Reason for Change			
Class IT Services	Commodity IT Outsourced Services- UN01540301	Product/Service i.e. Connect, AD or AM	Procurement Manager Jose Martin
SOWs/Content or Roles Affected			
SOW/Content or Role Id	Description	Financial outcome	
SOW CG0XXX	CG0XXX - Please see summary table in appendix A	Increase fees: £ Increase expenses @ %: £ Total Increase: £	
Appendix B - Restatement of Overall SOW Value including this change			
Comments			
AUTHORISATION			
For Client UKCR or Conopco [delete as appropriate]		For [Enter Supplier Name]	
Name: Title: Signature:		Name: Title: Signature:	

[illegible]

Total	0	£
Change Fee Total		£
Expenses increase		£
Change Total		£

SoW Details

[illegible]

SoW Totals

Total Resource and expenses:

Total Resource Time		
Flight Expenses for Landed Resource		
Per Diems for Landed Resource		
Other [please state expense reason]		
Target for expenses arising from work at Unilever hubs (UK Staff)	%	
Target for expenses related to additional project travel (UK Staff)	%	
Total chargeable Expenses cap		
Overall Total		

SCHEDULE 6 - SECURITY

1. AUTHORISATION OF SUPPLIER PERSONNEL

1.1 Where Supplier Personnel are required, whilst carrying out the Services, to:

- (a) have access to equipment, software, hardware, firmware, database, file and related tools and materials owned or controlled by the Client ("the Client System") (whether user access or maintenance and systems access);
- (b) have access to the Client information and/or the Client material;
- (c) have access to the Client assets and/or the Client's buildings or places where the Client conducts its business; or
- (d) hold a particular additional kind of security clearance, as is commensurate with the role of Supplier Personnel, the details of which are notified to the Supplier by the Client from time to time;

such Supplier Personnel shall be appropriately authorised by the Client in order to carry out that work or perform those duties. Persons authorised in accordance with this Schedule 6 are referred to as an "Approved Person" and collectively as the "Approved Personnel".

2. SECURITY FOR DATA USAGE

Data Security and Logical Access Control

2.1 The Supplier shall not attempt to Access, or allow Access to, any files or programs on the Client System, to which they do not require access in order to provide the Services, or to which they are prohibited from accessing under the Agreement or by law.

2.2 The Supplier shall comply with the Client's systems security measures to guard against any Unauthorised Access to, and against any alteration or destruction or inappropriate use of, the Client System and/or any data stored on such system. At the Effective Date, these measures shall provide that:

- (a) all users are required to hold a user identification number ("User ID") and password prior to gaining access to the Client System. The Supplier shall apply for User IDs for all Supplier Personnel who require access to the Client System. Grant of any application shall be at the sole discretion of the Client but, where so granted, shall not be unreasonably delayed;
- (b) the Client shall establish the parameters that control user access to areas and features of the Client System for any Supplier Personnel who are granted Access;
- (c) the provision by the Supplier of timely notification to the Client for the removal of the access authorisations, including the User IDs and passwords, of any Supplier Personnel who leave their employment or are no longer involved in the provision of the Services, on or before their leaving date; and
- (d) The Supplier shall notify all Supplier Personnel, and shall ensure acceptance by such Supplier Personnel, of the Client's right to perform monitoring of Supplier Personnel's use of the Client System (including routine monitoring of email and internet usage, contents and traffic).

2.3 If the Supplier becomes aware of any contravention of the Client's data security requirements as set out in this Schedule 6 (Security) or elsewhere in the Agreement, the Supplier shall:

- (a) provide a written report of the incident to the Client;
- (b) provide any necessary assistance to investigations;
- (c) describe, in appropriate detail, any accessed materials that it is aware of;
- (d) at the Client's request, return to the Client any copied or removed the Client information in the Supplier's possession;
- (e) where appropriate, initiate corrective actions to minimise reoccurrence; and
- (f) where the security breach related to the Client System, comply with all reasonable directions of the Client in connection with the breach.

2.4 Where the Client notifies the Supplier of a security violation, or attempted violation, of the Client System, the Supplier shall provide reasonable assistance, including providing relevant reports and data (to the extent that it is legally entitled), to assist the Client's investigation.

Use of the Client Information

2.5 Except as otherwise agreed, the Supplier shall not:

- (a) collect, stop, process or otherwise make use of the Client information or the Client System for any purpose other than that which is directly in relation to the supply of the Services or performance of the Supplier's obligations;
- (b) purport to sell, let for hire, assign rights in or otherwise dispose of any the Client information;

- (c) make any of the Client information available to any third party other than that which is necessary to enable that person to perform its part of the Services, and then only to that extent and in compliance with the Client's security and confidentiality policies; or
- (d) commercially exploit any of the Client information.

Safeguarding the Client Information

- 2.6 The Supplier shall guard against any unauthorised alteration or destruction of the Client data by Supplier Personnel that causes harm to the Client or its Associated Companies or its and their customers, the intentional introduction of any Viruses into the Client System by Supplier Personnel, and any instances of fraud by Supplier Personnel.
- 2.7 Without prejudice to the Supplier's general obligations in this Section 3, if the Supplier finds a Virus in the Client System or in any aspects of the Supplier's system to which the Client System interfaces or in any Deliverables, it shall notify the Client, as soon as reasonably practicable, that a Virus has been discovered.

"Virus" shall mean:

- (a) any program code or programming instructions intentionally constructed with the ability to damage, adversely alter, adversely interfere with or, otherwise adversely affect computer programs, data files, equipment, software or operations including the Client System; or
 - (b) any other code typically designated to be a virus, worm, time or logic bomb, disabling code or routine, backdoor or similar.
- 2.8 Without prejudice to the Client's rights and remedies under the Agreement, if a Virus was intentionally introduced by any Supplier Personnel then the Supplier shall reimburse the Client for the cost or expenses incurred by the Client in resolving the effects of such Virus.
- 2.9 The Supplier shall not, without the prior written agreement of the Client or their authorised staff, insert or allow the insertion of any code that would have the effect of disabling or otherwise shutting down all or any portion of the Client computer systems other than as part of normal IT practice to provide or execute a controlled shut down capability.
- 2.10 Where the Supplier provides Services from a site that provides services to, or is shared with, a third party or parties the Supplier shall at the Client's request and cost:
 - (a) restrict access to the Client's information (including the Client Personal Data) in any such shared environment so that the Supplier employees, subcontractors or agents located at such site who are not providing Services to the Client shall have no access to such information; and
 - (b) ensure that any the Client Personal Data, or other the Client data stored on the Supplier's systems is logically separated from any non-Client data.

General obligations

- 2.11 The Supplier shall not wilfully or negligently carry out any act, which has or could reasonably be expected to have an adverse impact upon the security of the Client, its business (including the Associated Companies' business), nor upon its customers or the Client information, any funds or moneys, or any of the Services.
- 2.12 The Client shall not wilfully or negligently carry out any act which has or could reasonably be expected to have an adverse impact upon the security of the Supplier, its business or any of the Services.
- 3. DOCUMENTATION AND RECORD PRESERVATION**
- 3.1 The Supplier shall protect all Client information held by Supplier Personnel in a physical form by adopting a "clear desk" policy in respect of such information and disposing of such information securely by treating it as confidential waste. The Client will provide appropriate equipment and facilities to enable the Supplier to comply with this obligation including facilities for the disposal of waste and lockable filing cabinets for those Services being provided in the UK by the Supplier.
- 3.2 Subject to the requirements of the Client's policies relating to record retention, the Supplier shall ensure that any documentation or records relating to the Services being disposed of by or on behalf of the Supplier are treated in an appropriate manner having regard to their confidentiality including, where appropriate, being shredded prior to disposal.

SCHEDULE 7 - Data Protection

Unilever and its Affiliates as Data Controller(s) and Supplier shall as Data Processor comply with the provisions and obligations imposed on them by applicable legislation relating to data protection in relation to the relevant country, including where relevant the Data Protection Act 1998, Directive 1995/46/EC of 24 October 1995 and Directive 2002/58/EC of 12 July 2002 (Data Protection Legislation). Where an Unilever Affiliate is established in a member state of the European Union (Member State) or in a place where the law of a Member State applies by virtue of international public law or where a Unilever Affiliate is not established in a Member State but is using equipment automated or otherwise situated in a Member State (unless such equipment is used only for the purposes of transit through the territory of any Member State), then paragraphs 2 to 8 shall apply.

- 2 All Personal Data within the meaning given to that expression in Article 2 of Directive 1995/46/EC of 24 October 1995 and Directive 2002/58/EC of 12 July 2002 acquired by Supplier from any Unilever Affiliate shall be returned or deleted (at the option of Unilever) on written request.
- 3 The Parties acknowledge that a Unilever Affiliate is the Data Controller as that expression is defined in s1 Data Protection Act 1998 of all Personal Data Processed by Supplier or its subcontractors in the course of providing the Services for Unilever Affiliates. Supplier shall act in relation to all that Personal Data as Data Processor as that expression is defined in s1 Data Protection Act 1998 on behalf of the relevant Unilever Affiliate and only in accordance with the latter's written instructions, to the extent that such written instructions are relevant to the processing of Personal Data required in order for Supplier to provide the Services. In the event of modifications of such instructions, Unilever will notify Supplier of such modifications through the Change request process set forth in Schedule 5 to the Agreement.
- 4 Without prejudice to Supplier's other obligations in respect of information security, Supplier shall and shall procure that subcontractors of Supplier shall:
 - (a) have in place appropriate technical and organisational measures against unauthorised or unlawful Processing as that expression is defined in s1 Data Protection Act 1998, and Processes, Process and Processed shall be construed accordingly, or the accidental loss, destruction, alteration, disclosure, access or damage, of any Personal Data acquired by it pursuant to this Agreement or any Statement of Work, as required by the Data Protection Legislation;
 - (b) take reasonable steps to ensure the reliability of Supplier personnel who have access to the Personal Data;
 - (c) provide Unilever Affiliates with such information, assistance and co-operation as they may reasonably require from time to time to establish the Supplier's and Supplier's subcontractor 's (if any) compliance with the obligations relating to security contained in the Data Protection Legislation, however, the Parties will discuss in good faith to mutually agree on the amount to be reimbursed by Unilever to Supplier for its or its subcontractors' reasonable expenses for such assistance and co-operation; and
 - (d) inform Unilever and the relevant Unilever Affiliates as soon as reasonably practicable of any breach of security or any particular risk of which it becomes aware to the security of any of the Personal Data which it acquires from any Unilever Affiliates and of the categories of Personal Data and individuals which may be affected.
- 5 Supplier shall be as responsible for the acts and omissions of subcontractors of Supplier which Processes Data as that expression is defined in s1 Data Protection Act 1998 on its behalf in connection with this Agreement or

any Statement of Work as it is for its own acts and omissions.

- 6 Supplier shall not, and shall procure that subcontractors of Supplier with whom it contracts to Process Data on its behalf in connection with this Agreement or any Statement of Work shall not:
- (a) transfer Personal Data Processed for any Unilever Affiliate to a territory outside the European Economic Area without the prior written consent of the relevant Unilever Affiliate(s) Group and in such event shall enter into additional agreements substantially in accordance with the European Union standard contractual clauses for the transfer of Personal Data to processors established in third countries under Directive 95/46/EC; and
 - (b) operate in relation to that Personal Data in any way which will put any Unilever Affiliate in breach of its obligations under the Data Protection Legislation. Unilever shall not by any act or omission put the Supplier or any of its subcontractors in breach of the Data Protection Legislation in connection with the processing of the Personal Data.
- 7 Supplier shall and shall procure that the subcontractors of Supplier shall, and in any event not later than 10 (ten) working days after required by Unilever in order to enable each Unilever Affiliate to fulfill its duties under Data Protection Legislation:
- (a) pass on to the relevant Unilever Affiliate any enquiries or communications (including subject access requests) from individuals relating to their Personal Data or its Processing;
 - (b) provide such information as may be required to enable the relevant Unilever Affiliate to respond to those enquiries or communications and otherwise to comply with its duties under Data Protection Legislation; and
 - (c) execute a contract in writing with any Unilever Affiliate (other than Unilever) which is the Data Controller in respect of any Personal Data Processed pursuant to this Agreement or any Statement of Work under which Supplier (or the relevant subcontractor of Supplier, as applicable) agrees directly with the Data Controller to Process that Personal Data in accordance with the terms of this Schedule 7.

SCHEDULE 8 - Commercial Models

1. Introduction

The terms and conditions referred to in this Schedule 8 are applicable only to work carried out under this Agreement

2. Reporting

The Supplier shall prepare the following reports on monthly/quarterly basis:

- Aggregated Performance and Delivery Review
- Pipeline report
- Key Performance indicators

3. Service Levels and Key performance indicators

The Supplier shall record, measure and monitor a set of agreed service levels and Key Performance Indicators related with the delivery of the Service by the Supplier.

Within 30 days of the date of signature of the Agreement, the parties shall have agreed a set of service levels and Key Performance Indicators applicable to the Services (including Critical Service Levels) and relevant reporting tools.

For a maximum of 180 days from the date of signature of this Agreement of the Service Levels and Key Performance Indicators, the parties shall monitor and measure the Supplier's performance against the Service Levels and Key Performance Indicators using the agreed set of reporting tools. At the end of this 180 day period shall have agreed a Service Credit payment regime in respect of the critical Service Levels.

The Supplier agrees the total Service Credits payable for any failure to meet any Critical Service Levels shall be no more than 10% of annual Charges payable by Unilever.

SCHEDULE 9 - Future arrangements for India-based work

1. Introduction

This Schedule sets out the willingness of the Supplier to work within the changing structures of Unilever IT

There will likely be changes in the structure and governance of Unilever IT within that timeframe. Specifically, Unilever is developing an IT Innovation hub in Bangalore, India. Detailed plans are under development, but this Schedule relates to the broad outlines of strategy which are already clear.

2. Governance

The Supplier is committed to develop relationships between suitable members of its Indian leadership and Unilever IT leadership based in Bangalore, India. The Supplier is further willing to examine moving primary governance for work completed under this Agreement to India Unilever subject to detailed discussions once plans for the Unilever IT Innovation hub are confirmed.

3. Resource location

The Supplier is willing to locate offshore-based staff working on the provision of Services under this Agreement in a Unilever site in Bangalore, subject to a detailed evaluation of costs and benefits, discussed openly with Unilever, on a date reached by mutual agreement between the Supplier and Unilever