



STATEMENT OF WORK NO. 36

Between

Unilever Europe Business Centre & BORN Commerce Private Limited for LATAM region covering Chile & Country Rollouts activities for four (4) Months starting from 16 August 2021 ("Effective Date") until 15 December 2021

This STATEMENT OF WORK NO. 36 ("SOW") should be read in conjunction with Unilever Purchasing Agreement or Master Service Agreement (**UPA Reference Number #..... or MSA reference number #.....**) executed on 25 March 2019 Between Unilever Business and Marketing Support AG and BORN Commerce Private Limited ("MSA").

All the terms and conditions in the above stated Unilever Master Servicing Agreement are applicable to this Statement of Work.

Term: This Statement of Work ("SOW") shall effect as of August 16, 2021 (the "Effective Date") and shall continue for a period of four (4) months until 15 December 2021 ("End Date") for the Scope of Services to be performed by BORN Commerce Private Limited ("BORN") for Unilever Europe Business Centre ("Unilever").

1) Statement of Work:

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

Project Name: B2B Commerce Managed Capacity Team for LATAM region Chile for Feature Enhancement Activities and Other country rollouts

Statement of Work 36 – Effective Date on 16 Aug 2021 until 15 December 2021

MSA/UPA Agreement #: Signed

Project Code: Not Available

Supplier Code (Vendor Code in Ariba) : 0050558193 **Supplier**

Billing Address:

BORN COMMERCE PRIVATE LIMITED

Ground Floor, Salarpuria Touchstone, Salarpuria Touchstone, Kadubeesanahalli,
Varthur Hobli, Bangalore, Bengaluru (Bangalore) Urban, Karnataka, 560103,
INDIA.

Supplier GST Registration Number : 29AADCT7218F1Z8

Supplier Service Account Code : SAC Code 9983

2) Project Background and Scope of Services:

2.1 Unilever wishes BORN to provide Managed Capacity for Europe and LATAM markets Chile flexi & other country rollouts for the duration of four (4) months.

Managed Capacity shall mean the agreed capacity in terms of man-days or man-hours for which the BORN team will provide implementation services.

Man-Days shall mean not more than eight (8) working hours in a business day.

Below are the detailed Scope of Services, agreed by the parties,

- (i) Total capacity will be 224 Man-Days for this contract, which shall not be carried forward; However, Unilever can utilize more capacity per month which have been detailed out in Section 3 of this contract.
- (ii) The Managed capacity will be covered with the below skill sets.
 - a. Magento Backend Development;
 - b. Front End Development;
 - c. Quality Assurance;
 - d. Business Analysis;

("Collectively referred as "**Scope of Services**" or "**Services**")

Any other additional services shall be processed and with a Change Order form.

3) Overall Project Scope:

3.1 For the Scope of Services, BORN will provide below -mentioned skillset on a Managed Capacity basis to Unilever;

Sr. No	Skill Description
1.	Magento Back End Development Skill Set
2.	Project Management Skill Set
3.	Front End Development Skill Set
4.	Quality Assurance Skill Set (application website testing)
5.	Business Analysis Skill Set

- (i). Unilever shall be responsible for building the product backlog and prioritizing them at least 1 (one) Sprint (3 weeks) before each Sprint starts. BORN will support Unilever in developing the business requirements into User Stories (these are the requirements written in the format prescribed in the Agile Scrum Methodology). However, the overall accountability of getting the backlog ready for BORN performance of Services is with Unilever;
- (ii). BORN shall be responsible for assigning the tasks or responsibilities to the development team, pertaining to the Scope of Services and BORN Consultants will work from Monday to Friday for eight (8) hours in a day;
- (iii). BORN will follow Unilever India Holiday Calendar;
- (iv). The project management activities shall include
 - (a). Project/Sprint planning based on the prioritized product backlog provided by Unilever;
 - (b). Team Capacity Management;
 - (c). Control reporting;
 - (d). Quality management;
 - (e). Team management;
 - (f). Risk and issue identification; and
 - (g). CLIENT meetings;
 - (h). Recurring reporting.
- (v). Sprint planning is purely based on mutual agreement between BORN project manager and Unilever project manager. Each sprint will have a 3-week duration. BORN team will discuss with Unilever and plan the user stories, which can be achieved in each sprint based on the total SOW capacity of 224 Man-days (public holidays will be negated from this capacity of 224 man -days for this SOW);
- (vi). In case, Unilever wants to utilize more capacity per month due to business needs, Unilever project manager will raise a request with BORN project manager. Unilever will need to consider a prior notice based on mutual discussion to ramp up / ramp down the Managed Capacity. BORN project manager will provide clear updates on on-boarding progress on a regular basis; Based on the number of resources to ramp-up / ramp down, BORN will mutually discuss with Unilever on how many resources can be ramped up / ramped and in how much time
- (vii). BORN will use its Continuous Integration and Continuous Deployment process (workflows) which will be utilized to be deployed on the Unilever Development server. Any requirement for automating the deployment on any other Unilever server (like production, staging, etc.) will require additional effort and needs to be estimated and scoped. This will be communicated to Unilever accordingly by the BORN Project Manager;
- (viii). BORN CI/CD workflow will be BORN IP which it will utilize for this SOW and will remain BORN IP and will be taken out on contract closure; and
- (ix). Key assumption to use BORN CI/CD workflow will be that BORN gets exclusive access to the servers where the BORN team works, and no other Vendor / other SI partner is able to access the same servers so as to protect BORN IP.

4) Geographical Scope:

BORN shall perform the Scope of Services from BORN India offices and will be managed by BORN project management team.

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

5) Systems Scope:

NOT APPLICABLE.

All systems (infrastructure and monitoring tools setup) will be managed by Unilever.

6) Technical Scope:

The Technical Scope is referred to in Section 3 (Overall Project Scope) of this SOW.

7) Project Approach:

The project will follow **Scrum Methodology**, considering the volatility in business requirements. Unilever team will be responsible to provide a fixed prioritized product backlog for Sprint N and Sprint N+1 (where N is the current sprint) at any point in time of the development duration.

There will be no change in requirements within a Sprint once the sprint commences.

8) Project Timelines or Term:

BORN and Resources shall provide the Scope of Services to Unilever for a period of four (4) months, starting from the Effective Date of this SOW (**16 Aug 2021**) until **15 December 2021** ("**End Date**").

9) Project Team Structure:

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

10) Overall Project Assumptions:

S. No	Category	Assumption/Constraint
1.	Technology	<ol style="list-style-type: none"> 1. Magento 2 Cloud will be the platform for application development. 2. All integration systems sandboxes should be made available during the start of the development to aid in testing as the BORN team develops. 3. Any delay due to non-availability of integration system sandboxes will be highlighted to the Unilever team and will be deemed as acceptable spill over to the consecutive sprint and/or until the sandboxes are made available. 4. Any additional extension/plugin purchases will be borne by BORN and invoiced to Unilever. Unilever will pay BORN the complete amount which BORN had to pay (including taxes, if any)
2.	People	<ol style="list-style-type: none"> 1. Associates will work in a Retained Engagement Model for the mentioned man-days per month as per the SOW. 2. Associates will be allocated work based on the specific functional skills mentioned in Section 3.1 of this document. 3. Any prolonged leaves or potential deficits in capacity will be proactively communicated to the Unilever SPOC. 4. This team will not drive any business or eCommerce operations process. 5. In the case of any new requirements that will be added to the product backlog, then Unilever will be accountable to prioritize the sprint backlog. Unilever's Point of Contact and BORN will work together to see the feasibility and accordingly proceed. 6. Governance model will be defined and published well ahead of the project kick-off. <p>Unilever to review and align to the agreed approach.</p>
3.	Infrastructure, Monitoring tools, Access levels	<ol style="list-style-type: none"> 1. For each site Unilever to allocate 1 for Dev, 1 for QA, and 1 for SIT (this will have to be integrated with the integrating systems' sandboxes). The existing Staging environment will be used for UAT and the Production environment will serve its purpose. 2. Log and application monitoring tools will be purchased and set up by Unilever. 3. Unilever' JIRA and confluence will be used as the repo and tracking tool for the working team.

		<ol style="list-style-type: none"> 1. Scope of work for each sprint will be defined, estimated, and mutually agreed upon between UNILEVER and BORN before (at least a week earlier) the sprint commencement. 2. BORN team will own Sprint based deliverables for each sprint. 3. Testing approach/plan will be defined and published by the BORN team. Unilever to review and align to the agreed approach
4	Scope for Maintenance and Feature Enhancement	<ol style="list-style-type: none"> (a). JIRA will be used for bug tracking; (b). Bugs from existing site or changes to documented and signed off requirements will be prioritized for the next release; (c). Unless otherwise, a non-functional requirement included in the release, no changes to the Non-functional requirements from the original implementation will be assumed; and (d). If a non-functional requirement document is not maintained for the application and infrastructure, BORN standard non-functional requirements will be followed. <p>Deployment / release approach will be defined and published by the BORN team. Unilever to review and align to the agreed approach. As per the assumptions below</p> <ol style="list-style-type: none"> (a). CLIENT will perform UAT using their test cases; (b). Delays in UAT will delay the release and consume developer hours for UAT support; (c). Development will be performed on the BORN's Development environment if one is available; and (d). The CLIENT will test and validate changes in the CLIENT's UAT environment. <p>Ad hoc development - Ad hoc requests to implement changes to the site that requires application change and deployment. As per the assumptions below</p> <ol style="list-style-type: none"> (a). Blocker and P1 production issues will not be resolved under this category and will be resolved under SOW 5 with Unilever (Support Services) (b). Release and Deployment process with change being done in Dev, QA, and UAT before releasing it to production will be followed. (c). JIRA will be used to track this as a hot-fix release (d). Ad-hoc requests will delay the scheduled releases due to the deployment and release overheads. <p>Business & Technical Requirements Gathering - Any enhancements that require a change to an existing feature or a new feature will be documented in JIRA and it may require business analyst time to properly document the requirements for sign-off prior to development. As per the assumption below</p> <ol style="list-style-type: none"> (a). Client has to provide the requirements in detail, BORN BA will write the requirements. JIRA will be utilized for required documentation.

5		<p>Resolving Bugs - Defects from the production website tracked through the JIRA portal that highlights a piece of functionality not working as expected will be resolved under this activity. As per the assumptions below</p> <ul style="list-style-type: none"> (a). BORN Change management process and release management the process will be followed for this activity; (b). P2/P3 bugs will be added to the backlog and prioritized; and (c). Blocker and P1 bugs that are prioritized could be deployed separately as a release if requested by the CLIENT using the hot-fix deployment process.
6		<p>Site Enhancements - New requests to add functionality to the site. i.e. A new integration point. As per the assumptions below</p> <ul style="list-style-type: none"> (a). Requirements will be picked up from the backlog; (b). Development will be executed in 3-week sprints (release cycle); (c). Review of requirements and sprint planning should be done 1 week before the sprint starts; (d). Any major enhancements that require more than the allocated development effort will be managed through a Change Request process outside of this SOW; and (e). New requirements will not be taken into a sprint once the sprint starts.
7		<p>Installation and configuration of any third-party modules - A new request to enable a third-party module developed for the current version of the platform that is currently being used or has not been implemented in the baseline delivery. As per the assumptions below</p> <ul style="list-style-type: none"> (a). Third- party licenses and all access to third- party servers for integration should be provided by the CLIENT before the implementation (b). This activity will be performed as an enhancement request by following the same sprint process in JIRA <p>(Release Notes - Release Notes stating defects or new items of functionality being delivered. As per the assumptions below</p> <ul style="list-style-type: none"> (a).Project wiki in Confluence will be used to create release notes
8		<p>Research - Investigation into technical advances to support any development requests. As per assumptions below</p> <ul style="list-style-type: none"> (a). Research items will be based on CLIENT request logged in JIRA

9		<p>Weekly Status Report (WSR) – The report will comprise of following details</p> <p>(a). Project status summary</p> <p>(b). Activities completed during the week: planned vs. actual activities completed and the % of completion</p> <p>(c). Activities planned for the coming week</p> <p>(d). Divergence (if any) from project schedule and recommended corrective actions</p> <p>(e). New risks or issues</p> <p>(f). Project Wiki Confluence will be used to deliver this report</p>
10		<p>Monthly Status Report (MSR) – Executive Summary –</p> <p>Overall Status performance</p> <p>Highlights of the Month</p> <p>Release Details (delivered and upcoming)</p> <p>JIRA status (Current)</p> <p>Project Wiki Confluence will be used to deliver this report</p> <p>Any issues with the report need to be reported within 2 days for submission.</p> <p>Report will be closed for edits after 2 days if there are no comments</p>

11) Work Hours

The hours of service for Feature Enhancement service is during IST working hours (9 AM IST to 5 PM IST) (In Scope Hours) Monday through Friday.

1.1.1 Busy Season/ Critical Release

The specific timing for the holiday season or critical release or marketing campaign support needs to be communicated 6 weeks in advance for proper coverage.

1.1.2 Time Tracking

Time tracking will be performed using BORN's internal tools for assigned members. The time entered will be submitted every week in the Weekly status report. There could be a deviation from the estimated effort to the actual effort; Project Manager will advise the client as soon as any deviation arises and seek approval of the deviation.

13) Communication

JIRA will be used extensively for communication of requirements and questions and clarification. Clients can use email or daily scrum call, or weekly status report call for any discussions as well. In case of escalation, Escalation Matrix provided below-

Level	Designation
1 st Level	Project manager
2 nd Level	Delivery Head
Business Level	Client Services

14) Out of Scope

The following are excluded from the services required to be provided pursuant to this SOW:

- (a). **3rd party Applications:** Configuring, customizing, and upgrading 3rd party Applications that interact with but are external to the contract with BORN and 3rd party vendor relationship coordination and management.
- (b). **Core platform:** Altering code of the core framework/platform on which the application is built. Performing an unsupported upgrade or patch to the framework or open- source product used by the core platform.
- (c). **Documentation & Training:** Drafting user-training material, user manuals for existing applications in production.
- (d). **Infrastructure Incidents:** Support for infrastructure issues such as Network, Hardware, Operating Systems, DB, Hardware Switches, and all other systems that are external to the contract with BORN.
- (e). **Procurement & Licensing:** Any hardware or software procurement or licensing
- (f). **Testing:** Penetration, Security, Vulnerability, and Load testing. Testing needs to be contracted separately.
- (g). **Support Services:** Infrastructure Support, Incident Management, or monitoring
- (h). **Services have not explicitly mentioned:** Any services not explicitly defined in In-Scope Services.

15) CLIENT Responsibilities

CLIENT will be responsible for the actions and activities described below:

Deliverable	Activities	Assumptions
Approvals	<ul style="list-style-type: none"> Deliver timely approvals 	<ul style="list-style-type: none"> Client will provide timely approvals on all deliverables as required, as specified in the Sprint Plan due date Client will designate the Client Single Point of Contact (SPOC) who will interact with Company on all issues Any delay in approvals may result in unproductive hours for the resource allocated. Receipt of approval from Client in an email is an acceptable form of approval and will be deemed acceptance of the said deliverable by Company
Content/Product upload	<ul style="list-style-type: none"> Generate and upload content and product to the platform if required in the release 	<ul style="list-style-type: none"> Client is responsible for creation and upload of all site content, as well as content strategy Client will upload all assets and editorial copy for each language Client will be responsible for management of all translation files Client will provide URL's for video content

Design	<ul style="list-style-type: none"> • Provide designs 	<ul style="list-style-type: none"> • Client will provide all designs • Client will amend all designs to adhere to OOTB functionality • Client's designs will adhere to web standards • Client amended designs are considered final deliverables, additional changes will require the estimates to be revisited
Infrastructure	<ul style="list-style-type: none"> • Provide hosting details and access to Company 	<ul style="list-style-type: none"> • Provide required access to servers, applications and databases for the BORN team to provide effective support, provide full

	(ssh) access to the production and UAT environments.	
<ul style="list-style-type: none"> • Provide third-party documentation and assets 	<ul style="list-style-type: none"> • Client will provide Documentation and Assets, as specified in the Sprint Plan due date Company requires access to available information, collateral, user information, website analysis and any existing documentation that is deemed current and relevant. Client will be responsible for providing Company with pre-approved electronic files of documents and subject matter as reasonably required, and ensure the Company has all necessary rights and licenses to such assets 	
<ul style="list-style-type: none"> • Adhere to Sprint timeline 	<ul style="list-style-type: none"> • Delays caused by the Client team and not due to non-performance by Company, may incur an increase in effort burnt and/or extension to the release timeline, for which the Client is responsible. • Delays caused by the Client's agents, affiliates and contractors (including Third Party code reviews and testing schedule constraints), will incur an increase in effort burnt and extension to the Company resources, for which the Client is responsible. 	
<ul style="list-style-type: none"> • Generate and provide business and technical requirements 	<ul style="list-style-type: none"> • Clients will communicate in writing any business requirements, coding requirements; naming conventions, technical and browser requirements or other technical standards that Company is expected to adhere to prior to the commencement of enhancement activities, upon request. • All feature enhancement for the site are captured in JIRA 	

<ul style="list-style-type: none"> • Client to own and manage Client-owned, managed and/or contracted services that will be integrated with Client's application 	<ul style="list-style-type: none"> • Client SPOC is responsible for all Client owned, managed and/or contracted services that will be integrated with Client's application Client will ensure customer support is handled internally within Client's organization
<ul style="list-style-type: none"> • Adhere to UAT procedures, duration and requirements 	<ul style="list-style-type: none"> • Log and prioritize any bug tickets in JIRA in partnership with the Company Project Manager • Client will ensure appropriate level of due diligence is done on all incidents so that only Company Service-related issues are raised • Client will assist with issue and bug replication, ensure access to infrastructure for replicating any issues as required by Company
<ul style="list-style-type: none"> • Communicate in a timely manner 	<ul style="list-style-type: none"> • Client will ensure timely responses to the queries and clarification requests from Company on email or reported tickets
<ul style="list-style-type: none"> • Provide timely access to systems 	<ul style="list-style-type: none"> • Client must provide Company timely access to Client systems including VPN access (if applicable), firewall access to BORN office servers (if applicable), third-party build and/or test environment, third-party test account setup and configuration, development licenses and any other systems required to complete the services and scope defined in this SOW
<ul style="list-style-type: none"> • Self-conducted Security Assessment 	<ul style="list-style-type: none"> • Client is responsible for conducting of Client's own data security risk assessment
<ul style="list-style-type: none"> • Execute all launch checklist activities 	<ul style="list-style-type: none"> • Client will be available for all releases to certify the release by performing a test in the live environment after the deployment

BORN

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Team Scope, Deliverables, and Key Activities**15) Obligations:****16.1 Unilever shall -**

- (a) Provide access to systems and infrastructure well ahead of the development phase. Development;
- (b) Not enforce any change in the requirement within the Sprint N or Sprint N+1. If there is a change required due to business criticality, the same will follow the Change Management process;
- (c) Notify BORN at least 4 weeks in advance for any ramp-up/ramp-down in capacity and BORN will mutually discuss on ramp-up time

16.2 BORN shall -

- (a) Plan capacity availability;
- (b) Deliver Sprint backlog for the respective sprint based on the agreed capacity and the Sprint Grooming sessions between Unilever team and BORN;
- (c) Identify and highlight Risks and Issues to Unilever;
- (d) Demo the sprint deliverables at the end of each sprint or the beginning of the consecutive sprint; and (e) Share the weekly status report with the Unilever team.

Deliverables:

Deliverables will be the working software agreed and aligned as part of the sprint backlog.

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16) Commercial details:-**Term: 16 August 2021 until 15th December 2021**

Resource Categorization	Total Man-Days for this SOW	Total Billing for this SOW
BORN Team/Resources (More details are in Appendix A for the resources of this contract)	224 Man Days	Euros 37,944
Risk Factor (Contingencies)		11%
Total Billing for this SOW		Euros 42,118

✓ Assumptions for this Project

- (a). The above rates are exclusive of Taxes & any applicable statutory charges.
- (b). The Rates are net of Withholding Tax if any;
- (c). BORN team will be working out of BORN offices and will be traveling to Unilever office as per request. Any Travel as per approval from the Unilever Team, will be billed at actuals as per the agreed terms in the MSA;
- (d). The Daily Rate is based on the 8 hours / day as per BORN Policy;
- (e). Monthly billing is derived by assuming 22 days per month on an average;
- (f). Travel expenses need to be approved by IT (stakeholder & Procurement);
- (g). If Unilever is unable to use the minimum capacity of 224 Man-days for this SOW, it cannot be carried forward and will be billed for full 224 man-days as per the above table and Appendix A;
- (h). The maximum permissible number of hours per day per resource is 8 hours;
- (i). Average Daily Rate will change based on the deployment of skill sets;
- (j). Please note that the invoicing for this SOW will happen on a monthly basis based on the team capacity utilized by Unilever as per the rate card agreed in the MSA for each resource / skill set plus the 11% risk contingency as stated in the above table
- (k). For the skillsets being utilized where the parties have not been agreed in the Master Services Agreement Rate card, the parties will agree through a new document such as Change order/Amendment.

17)Other Overheads:-

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

18)Bank Details for Payment –

The Hongkong and Shanghai Banking Corporation Limited

Account Number - 073142994001

RTGS/NEFT IFSC - HSBC0560002

SWIFT CODE - HSBCINBB

19)The Commercials:

The overall commercial for this project shall be **EUROS 42,118 (“Total Cost of the SOW”)** the cost set forth in this section would increase only if the parties agreed in writing to changes in the scope of the project through a change request form.

Any increase in capacity will have a commercial impact and it will be based on the rates agreed in the duly signed MSA between BORN and Unilever.

The billing would be done monthly based on the capacity agreed above.



20)Payment Schedule:

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

IN WITNESS WHEREOF the parties or their duly authorised representative have executed this SOW on the day of Effective Date of this SOW.

Unilever Europe Business Centre	BORN Commerce Private Limited.,
Signature:	Signature:
Name: <div>DocuSigned by: Manon Bouwman DD9C3F5B0579442...</div>	Name: <div>DocuSigned by: Prakash Gurumoorthy D8F8739ABC65453...</div>
Title:	Title:
Date:	Date:

DocuSigned by:
Rakesh Kumar
7D223AA28C3442D...

APPENDIX A
Commercial calculation of Daily Average Rate for this Team

Below is the calculation of the Daily Average Rate based on the skill sets, which will get utilized.

Resource Categorization	Number of Resources	No of Man Days	MSA Agreed Rate (Euros/Day)
Front End Sr Developers	1	24	Euros 156
Magento Sr Developers	3	200	Euros 171
Total	4	224	

The above team may change as per availability of the skillset and request by Unilever as stated in the contract above. The above rates have been taken from the MSA.

Also, please note that the team will be on-boarded as per the availability and will be billed on actual utilization.

When the above team changes, Unilever will be invoiced as per the skill set / experience level as mentioned in the MSA plus risk contingency percentage as mentioned in the Commercials section.

APPENDIX B Travel and Expenses

Notwithstanding anything contained in the Agreement, Supplier is expected to make use of virtual working (phone conferences, live meetings) to minimise travel costs and ecological impact wherever possible. There shall be no travel and expenses charged for travel less than 100km (e.g. Suppliers London office to Unilever London offices).

Supplier shall adhere to the Unilever Group prevailing travel and expenses policy valid at the time of the Project. The need for and scale of travel expenditure will be agreed for each statement of work and any travel has to be approved upfront by Unilever. In some cases it can be beneficial to book travel via Unilever.

This option shall be discussed and agreed upon with the respective Unilever stakeholder.

For International travel (outside India), the per-diem charges are around USD 75/day for every day of travel. All expenses pertaining to Hotel and Airfare will be invoices based on actuals. The travel will be pre-approved by Unilever in writing.

For local travel (in India), the per-diem charges are around INR 750/day for every day of travel. All expenses pertaining to Hotel and Airfare will be invoices based on actuals. The travel will be pre-approved by Unilever in writing.

There shall be no reimbursement of any other incidental costs incurred. Also there shall be no mark-up on pass-through costs and no reimbursement for administrative (e.g. secretarial work, photocopying, courier) or business development costs.

Unilever will pay the Travel and Expenses to BORN on actuals. Per-diem to be paid as agreed above.

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