

Framework/SOW Precedent (No LSAs)

Dated 24 November 2021

- (1) **DAMCO LOGISTICS SINGAPORE PTE LTD**
- (2) **UNILEVER EUROPE B.V.**

SERVICES AGREEMENT
for the supply of Ocean Freight International Control
Tower (“ICT”) support services

Framework/SOW Precedent (No LSAs)

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THIS FRAMEWORK AGREEMENT is dated 5 November 2021 and made between:

- (1) **DAMCO LOGISTICS SINGAPORE PTE LTD** a company incorporated in Singapore (registered number 197801591R) whose registered office is at 1 Paya Lebar Link, #13-01, Paya Lebar Quarter, Singapore 408533 ("**Maersk**") or ("**Supplier**"); and
- (2) **UNILEVER EUROPE B.V.**, a company incorporated in The Netherlands whose registered office is at Weena 455, Rotterdam ("**Unilever**"),

(each a "**party**" and together the "**parties**").

BACKGROUND:

- A) Unilever wishes to enter into arrangements for the provision of certain services to the Unilever Group.
- B) The Supplier is an expert in the provision of services in connection with Ocean Freight International Control Tower ("ICT") support services.
- C) When Unilever or any of the applicable UGCs requests services from the Supplier or a member of the Supplier Group, the Supplier and Unilever will, or will procure that the relevant parties will, issue purchase orders in accordance with this Framework Agreement.
- D) Each purchase order will incorporate the terms and conditions set out in this Framework Agreement.

IT IS AGREED that:

1. GENERAL

1.1 Definitions, interpretation and references

The parties agree that the provisions of Schedule 1 (*Definitions, Interpretation and References*) apply to this Framework Agreement and, unless otherwise specified, in each Purchase Order.

1.2 Order of Precedence

To the extent that there is any conflict or inconsistency between the Clauses of the Framework Agreement, the Schedules or any Statement of Work (or ancillary document), the following order of precedence shall apply:

- (a) the Clauses of this Framework Agreement; and
- (b) Purchase Order (save and except the operational and commercial terms of the Purchase Order shall prevail over the Framework Agreement)
- (c) the Schedules.

1.3 References to Unilever and Supplier

In this Framework Agreement or a Purchase Order:

- (a) any reference to Unilever making a payment of any description shall be deemed to mean "Unilever (or any relevant UGC)";
- (b) any reference to Unilever receiving the Services shall be construed as references to Unilever or the relevant UGC; and
- (c) any reference to Supplier performing its obligations under this Framework Agreement or a Purchase Order shall be construed as references to Supplier or the relevant SGC.

1.4 Authority

Notwithstanding Clause 1.3, where a party relies on a member of its Group to perform any aspect of this Framework Agreement, it shall procure that such Group company perform the obligation under the Framework Agreement and any Purchase Order as if it were performing that obligation itself.

1.5 Third party rights

- (a) Unilever and Supplier agree that:
 - (i) any claims for any Losses arising under or, in connection with, a Purchase Order shall only be brought by, or against, Unilever or Supplier (as appropriate) on behalf of the relevant UGC or the relevant SGC (as appropriate) and, subject to sub-clause 1.5(a)(ii), each of Unilever and Supplier shall procure that their respective Group members which are parties to each Purchase Order shall waive all and any rights to pursue any such claim against the other; and
- (b) Unilever has the benefit of and may enforce Supplier's Obligations and any Losses of the relevant UGC under any Purchase Order against the relevant SGC. Such Losses of any UGC which is a party to the relevant Purchase Order shall be deemed to be Losses of Unilever subject to the limitations on liability set out in Clause 10 (*Liability*).
- (c) Supplier has the benefit of and may enforce Unilever's Obligations and any Losses of the relevant SGC under any Purchase Order against the relevant UGC. Such Losses of any relevant SGC which is a party to the relevant Statement of Work shall be deemed to be Losses of Supplier subject to the limitations on liability set out in Clause 10 (*Liability*).

2. WARRANTIES AND REPRESENTATIONS

The Supplier warrants and represents, and procures that the relevant SGCs warrant and represent, to Unilever that:

- (a) it has the necessary skill and experience to perform its obligations under this Framework Agreement;

- (b) it has full power to enter into and perform its obligations under this Framework Agreement and has taken all necessary corporate and other action to approve and authorise the transactions and obligations contemplated by this Framework Agreement;
- (c) it has and shall maintain throughout the Term all registrations, certificates or other permissions it requires for the provision of the Services in accordance with this Framework Agreement including, but not limited to, those required by the Data Protection Legislation.

3. SERVICES

3.1 Supply of Services

The Supplier shall, and shall procure that the relevant SGCs shall, provide the Services to Unilever for the Term in accordance with:

- (a) the scope and specification, Service Levels and obligations contained in Schedule 2 (*Services, Service Levels, Reporting and Governance*);
- (b) the scope and specification and other terms contained in a Purchase Order;
- (c) Applicable Legislation;
- (d) Good Professional Practice;
- (e) all reasonable instructions provided, from time to time, by Unilever or UGC;
- (f) the other terms of this Framework Agreement.

3.2 Purchase Orders

- (a) This Framework Agreement governs the overall relationship of the parties in relation to the Services provided by the Supplier (or a member of the Supplier Group) to Unilever and relevant UGCs.
- (b) Unilever and any relevant UGC shall be entitled from time to time to request in writing the provision of any or all of the Services from the Supplier by issuing a Purchase Order.
- (c) Supplier will have 5 Business Days to reject the Purchase Order in line with subsection (d) of this Clause 3.2 or the Purchase Order is automatically accepted.
- (d) Supplier may not reject any orders except to the extent the order includes services that are not included in Schedule 2 or is not in accordance with other parameters set out in this Framework Agreement.
- (e) Each Purchase Order:
 - (i) shall be entered into by Unilever and the Supplier (or a member of the Supplier Group);

- (ii) forms a separate contract between the UGC that issued the Purchase Order and the member of the Supplier group it was issued to; and
 - (iii) shall incorporate the terms of this Framework Agreement.
- (f) Any amendment to this Framework Agreement agreed by Unilever and the Supplier shall be deemed to apply to all future Purchase Orders entered into after the date of such amendment.

3.3 Service locations

Supplier shall not change the location of any Delivery Location without having first obtained the written consent of Unilever. Only in the event the location is changed on Unilever's request and such change leads to higher costs for the Supplier, the Supplier shall be entitled to apply increased costs but will need to discuss with Unilever for approval, post which the location change is carried out.

3.4 Key Competitors

In case Supplier provide the same or similar services as the Services to Unilever's key competitor(s), Supplier warrant that Supplier's account teams working for such competitors shall not have access to commercially sensitive information provided by Unilever, such as volumes, product master data, customer master data, delivery dates and locations and stock levels. Supplier shall put in place adequate access control systems to ensure that unauthorized Supplier Personnel cannot access commercially sensitive information provided by Unilever

3.5 Service Remedies

Where the Supplier fails to deliver the Services in accordance with the Service Levels, the Service Remedies set out in Schedule 2 (*Services, Service Levels, Reporting and Governance*) shall apply.

3.6 No guaranteed minimum Services

- (a) Except as expressly set forth in a Purchase Order, Unilever shall not have any obligation to exclusively purchase Services from Supplier or any services of a similar nature.
- (B) Supplier acknowledges that no minimum volume of Services shall apply.

3.7 Unilever's obligations

- a) Unilever shall in a timely manner:
 - i) provide Supplier with, or procure the provision to Supplier of, any relevant information and documentation; and
 - ii) b) Upon Supplier's reasonable request, Unilever will make reasonable efforts to provide assistance in clarifying any specific steps to be undertaken by the Supplier.

b) Unilever shall ensure that:

- i) all information and documentation provided by Unilever shall, where required, be as accurate and complete as possible;
- ii) in the performance of this Agreement, it shall comply with all Applicable Laws including any applicable sanctions laws.

(a) **TERM**

3.8 **Commencement**

The obligations of the parties under this Framework Agreement shall commence on the Commencement Date and shall remain in force until the expiry or earlier termination of this Framework Agreement in accordance with its terms.

3.9 **Initial period**

Subject to the provisions of Clause 3.10, this Framework Agreement will expire on the third anniversary of the Commencement Date (the "**Initial Period**") but without prejudice to any of the accrued rights and obligations of the parties to this Framework Agreement.

3.10 **Additional Period**

Both Parties (Unilever & Maersk) shall be entitled to extend the Initial Period, with mutual agreement, in respect of all or part of the Services for any number of consecutive periods of at least one (1) year each in length (each an "**Additional Period**"), provided that:

- (a) the aggregate length of all such Additional Periods does not exceed two (2) years; and
- (b) Unilever provides Supplier with at least six (6) months' notice in writing (an "**Extension Notice**") prior to the expiry of the Initial Period or, where the Initial Period has been extended by an Additional Period, by delivering a further Extension Notice prior to the expiry of that Additional Period.

4. **TRANSITION**

4.1 **Transition**

- (a) Supplier shall and shall procure that the relevant SGCs shall effect Transition in accordance with the Global Implementation Plan and otherwise in accordance with requirements of Schedule 10 (*Transition*).
- (b) Supplier shall and shall procure that the relevant SGCs shall proceed diligently with carrying out their responsibilities in relation to Transition, as more particularly described in Schedule 10 (*Transition*) and shall use all reasonable endeavours to complete the work by the dates set out in the Global Implementation Plan.

4.2 **Changes to Transition**

Changes to Transition shall be conducted in accordance with Clause 7 (Change Control).

5. **CHARGES AND PAYMENT TERMS**

5.1 **Charges**

In consideration of the provision of the Services, Unilever shall pay to the Supplier the Charges in accordance with the payment terms set out in Schedule 3 (*Charges*).

6. **PERSONNEL**

6.1 **Skilled and experienced personnel**

The Supplier shall ensure that all persons employed or engaged (including employees, workers, agents and self-employed contractors and whether or not employed or engaged directly as individuals or through a company) by the Supplier or any SGC from time to time in connection with the Framework Agreement ("**Supplier Personnel**") have sufficient capacity, competence, skill and experience to be able to discharge the functions assigned to them in a timely and professional manner. The Supplier shall be solely responsible for the supervision, daily direction and control of all Supplier Personnel.

6.2 **Compliance with the Unilever's policies**

The Supplier shall be responsible for ensuring that whenever Supplier Personnel are on the premises of any UGC they shall comply with all policies and procedures at such premises (including security and health, safety and environmental procedures) and all reasonable instructions and directions of the UGC (from time to time) which have been communicated or made available to the Supplier and/or the Supplier Personnel.

6.3 **Removal of unsuitable persons**

If in the reasonable opinion of the relevant UGC along with valid reasons, any Supplier Personnel engages in conduct or his/her performance is unacceptable to the relevant UGC, the Supplier shall, at the UGC's request and at the Supplier's cost, remove that member of Supplier Personnel from any involvement with the provision of the Services within five (5) Business Days.

6.4 **Supplier Key Positions**

- (a) The parties agree that each of the positions identified in this Clause 6.4 shall be designated "**Supplier Key Positions**" for the period specified in this Clause 6.4:

| Name of Key Position | Specified period |
|--|---------------------------------|
| Global Program Director - TBD (in the interim, Eugenie Monteiro) | 4 Year duration of the Contract |

- (b) Supplier will inform Unilever of any Key Personnel changes at least four (4) weeks prior to such change taking effect, unless such individual:
 - (i) voluntarily resigns from Supplier;
 - (ii) is dismissed by Supplier for misconduct (e.g., fraud, drug abuse, theft);
 - (iii) fails to perform his or her duties and responsibilities pursuant to this Framework Agreement;
 - (iv) dies or is unable to work due to his or her illness or disability; or
 - (v) retires,in which case Supplier will notify Unilever and agree with Unilever a suitable replacement as soon as reasonably practicable.

6.5 Transfer of Employees

The parties shall comply with the terms of Schedule 4 (*Human Resources Provisions*).

6.6 Subcontractors

- (a) Supplier shall not subcontract any of its duties or responsibilities to any third party or Supplier Group company without prior written consent from Unilever.
- (b) The Supplier shall remain responsible for all acts and omissions of its subcontractors and the acts and omissions of those employed or engaged by any subcontractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation on the Supplier to procure that its employees, staff and agents and subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- (c) Notwithstanding the provisions in (a) above, Unilever may require the Supplier to terminate a subcontract at no cost to Unilever where:
 - (i) the acts or omissions of the relevant subcontractor may cause or have caused any reputational harm to Unilever;
 - (ii) the subcontractor engages in activities which are contrary or inconsistent with the Responsible Sourcing Policy; or
 - (iii) Unilever reasonably believes the performance of the subcontractor to be below the standard expected pursuant to the terms of this Framework Agreement.

7. **CHANGE CONTROL**

7.1 **Request for change to Services**

- (a) Either party may at any time during the Term request a change to any aspect of the Services. Any requested change will only take effect once agreed in writing in the form set out at Schedule 5 of this Framework Agreement.

7.2 **Price associated with change**

- (a) Where the implementation of any change requires the Supplier to incur additional expenditure in the performance of the Services, the Supplier shall implement that change at the best price reasonably obtainable and as agreed upon by the Parties.
- (b) No increase in the Charges will be permitted to the extent that a change proposed pursuant to this Clause 8 is required to be implemented in order for the Supplier to provide the Services in accordance with this Framework Agreement unless agreed upon by both Parties.

8. **FORCE MAJEURE**

8.1 **Notice**

If there is a Force Majeure Event, the party that is delayed, hindered in or prevented from performing its obligations under the Framework Agreement (the "**Affected Party**") shall immediately give notice to the other party and indicate the expected duration of the Force Majeure Event.

8.2 **Effect of Force Majeure**

Both parties' obligations under this Framework Agreement shall be suspended for so long as the Force Majeure Event continues, provided that to the extent that the Affected Party is so delayed, hindered or prevented, it shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

8.3 **Termination**

If a Force Majeure Event prevents the Affected Party from complying with its obligations under this Framework Agreement for 30 or more consecutive days, the other party may terminate this Framework Agreement immediately by written notice to that effect to the other.

9. **SUPPLIER'S INDEMNITY**

9.1 **Supplier's indemnity**

The Supplier shall indemnify Unilever against all Losses in connection with:

- (a) claims by third parties (including Supplier Personnel) made against Unilever as a result of a breach by Supplier of its obligations under the terms of this Framework Agreement, subject to Clause 10.2;

- (b) any breach of the Supplier's obligations under or in connection with the applicable Data privacy laws; and/or
- (c) any allegation, claim or judgement that the Services infringe any Intellectual Property rights of any third party.

10. **LIABILITY**

10.1 **Non-excluded and non-limited liabilities**

Neither party (which for the purposes of this Clause shall be deemed to include the actions of that party's employees, agents or subcontractors) to this Framework Agreement excludes or limits its liability to the other party in relation to:

- (a) any breach of Clause 18 (Confidentiality and announcements);
- (b) any liability which cannot be excluded by virtue of any Applicable Legislation;
- (c) any claims by Unilever for which the Supplier has provided an indemnity under Clause 9.1 (b) and 9.1 (c); and
- (d) wilful misconduct, fraud or gross negligence.

10.2 **Cap on Liability**

Save in respect of claims under Clause 10.1 above, which shall be uncapped:

- (a) Except in case of Supplier's liability for damages resulting from cyber security events, the liability of the Supplier for damages resulting from Supplier's performance or non-performance under this Framework Agreement shall be limited in the aggregate to USD 5 (five) Million per year. For damages resulting from cyber security incidents, Supplier's liability shall be limited to USD 7 (seven) Million per year.
- (b) the entire liability of Unilever under or in connection with this Framework Agreement (excluding its liability to pay any undisputed Charges properly incurred and invoiced under this Framework Agreement), shall be limited in the aggregate to USD 5 (five) Million per year.
- (c) Service Credits shall be ascertained in accordance with terms of Schedule 2 and not in accordance with the terms of Clause 10.2

10.3 **Excluded Losses**

Except as set forth in Clause 10.1, each of the Supplier Group and the Unilever Group shall be liable for all forms of "direct" loss arising in relation to this Framework Agreement. In case of Supplier's liability, "direct" loss shall mean to include (but shall not be limited to)

- a) loss in sales (which costs shall be subject to a separate cap of USD 1,000,000 per occurrence.

b) costs of recovery actions for reputational damage (which costs, in deviation from clause 10.2 (a), shall be subject to a separate cap of USD 1,000,000 in the aggregate), and

c) cost of mitigation of systems, process outages and/or any damage arising out of a cyber security incident that is directly attributable to Supplier's act; which shall be ascertained in accordance with the cap limit agreed under Clause 10.2(a).

Provided always that Supplier shall not be liable to Unilever under this Agreement for any loss which is not direct (i.e. a loss that does not flow naturally from the relevant breach of this Agreement).

Except as set forth in Clause 10.1, neither party shall be liable to the other party for any consequential, indirect or punitive damages in connection with this Framework Agreement.

11. INTELLECTUAL PROPERTY

11.1 Unilever Materials

- (a) All Intellectual Property in any materials, specifications, designs, programs, reports and any other documentation created by Unilever (or any member of Unilever's Group) or for any member of Unilever's Group by third parties (collectively "**Unilever Materials**") shall, as between Unilever and the Supplier, remain with Unilever.
- (b) Unilever hereby grants, or shall procure the grant of, a non-exclusive, non-transferable right for the Supplier (and any of its permitted subcontractors as reasonably required) to use those Unilever Materials which are provided to the Supplier pursuant to this Framework Agreement (other than any Unilever Materials in respect of which Unilever notifies the Supplier during the Term that no licence is given) for the sole purpose of, and solely to the extent reasonably necessary for, providing the Services.

11.2 Supplier Pre-existing Materials

- (a) All Intellectual Property in any materials, specifications, designs, programs, reports and any other documentation created by the Supplier (or any member of the Supplier's Group) prior to the Commencement Date (collectively "**Supplier Pre-existing Materials**") used in the provision of the Services shall, as between the Supplier and Unilever, remain with the Supplier (or the relevant member of the Supplier's Group).
- (b) The Supplier hereby grants, or shall procure the grant of, a fully paid-up, transferable, non-exclusive, irrevocable licence (with the right to sub-license) to Unilever and each UGC and their respective agents and contractors to use the Intellectual Property in Supplier Pre-existing Materials for the purposes of Unilever and each UGC's obtaining the benefit of the Services.

11.3 **Supplier Developed Materials**

- (a) All Intellectual Property in any materials, specifications, designs, programs, reports and any other documentation created by the Supplier (or any member of the Supplier's Group) or any permitted subcontractor appointed by the Supplier specifically for Unilever (or any member of Unilever's Group) in connection with the provision of the Services (collectively "**Supplier Developed Materials**") shall belong to Maersk.
- (b) The Supplier hereby:
 - (i) assigns, or shall procure the assignment of, all Intellectual Property in all Supplier Developed Materials to Unilever referred to in Clause 12.3(a) immediately upon their creation, provided that the Supplier shall retain the Intellectual Property in any Supplier Pre-existing Materials incorporated into the Supplier Developed Materials; and
 - (ii) grants, or shall procure the grant of, a fully paid-up, transferable, non-exclusive, irrevocable, worldwide licence (with the right to sub-license) to Unilever and each UGC and their respective agents and contractors to continue using any Supplier Pre-existing Materials incorporated into the Supplier Developed Materials in the course of using the relevant Supplier Developed Materials.
- (c) Unilever hereby grants to the Supplier and its permitted subcontractors a non-exclusive licence to use the Supplier Developed Materials during the Term solely for the purposes of delivering the Services to Unilever and the Unilever Group companies.
- (d) The Supplier shall notify Unilever in writing prior to the creation of any Supplier Developed Materials of any Supplier Pre-existing Materials likely to be incorporated into those Supplier Developed Materials. In the absence of any such notification, those Supplier Developed Materials shall be deemed not to include any Supplier Pre-existing Materials.

11.4 **Third Party Materials**

Where, in order to obtain the benefit of the Services in accordance with the terms of this Framework Agreement, Unilever or any UGC requires a licence of any software, documentation, methodologies, Know-How, inventions or other works or materials (whether or not existing as at the Commencement Date), the Intellectual Property in or relating to which is owned by a third party (including, for the avoidance of doubt, any subcontractor of the Supplier) (the "**Third Party Materials**"), the Supplier shall procure that those Third Party Materials are licensed on terms which permit their use by Unilever or the relevant UGC and their respective agents and contractors during the Term of this Framework Agreement for the purpose of receiving the benefit of the Services.

12. DATA PROTECTION AND INFORMATION SECURITY

The Supplier may be provided with access to the Unilever Personal Data. In respect of any Unilever Personal Data with which the Supplier is provided, the Supplier undertakes to Unilever, the Controller of that Unilever Personal Data and each Unilever Group Company fully to perform and comply with, and to Process the Unilever Personal Data in accordance with and subject to the terms and conditions of, the data processing agreement attached in Schedule 6 (with “Unilever Personal Data”, “Process” and “Controller” being as defined in that Schedule).

The Supplier shall also comply with the requirements set out in Schedule 7 (*Information Security*).

13. SECURITY AND DISASTER RECOVERY

13.1 Disaster recovery arrangements

The Supplier will take all reasonable precautions, and at all times have in place suitable and adequate incident management systems and Disaster recovery arrangements in a form approved by Unilever. The Supplier shall permit Unilever to inspect such incident management systems and Disaster recovery arrangements upon reasonable notice.

13.2 Security

The Supplier will ensure that all equipment, software and data in any way connected with or concerning the Services shall at all times be kept under secure conditions to protect them effectively from unauthorised access or interference, with back-up arrangements in place and in effect (with respect to electronic data, in encrypted form of no less than 256 bit key strength).

14. SUPPLIER'S UNDERTAKINGS

14.1 RSP

- (a) Supplier acknowledges that it has read the Unilever Responsible Sourcing Policy (the “**RSP**”) and understands that it replaces all previous supplier codes. Supplier agrees:
 - (i) that all entities of the Supplier group will comply with the Mandatory Requirements set out in the RSP (the “**Mandatory Requirements**”); and
 - (ii) to take at its own cost any action reasonably required by Unilever to:
 - (A) verify compliance by all entities of the Supplier group with the Mandatory Requirements; and
 - (B) rectify any non-compliance by an entity of the Supplier group within the timeframe stipulated by Unilever.
- (b) Consistent with its undertakings under (a) above, Supplier undertakes that:

- (i) to the best of its knowledge (reasonable enquiries having been conducted by the Supplier), at the date of entering into force of this Agreement, neither it, nor its directors, officers or employees, have directly or indirectly, paid, promised or offered to pay, authorised the payment of, or accepted any undue money or other advantage of any kind in any way connected with the Supplier's relationship with Unilever under this Agreement or otherwise;
 - (ii) neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorise the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Unilever which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation;
 - (iii) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly;
 - (iv) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (i), (ii) or (iii) above.
 - (v) it shall not discriminate against employees in hiring, promotion, salary and performance management on the basis of race, colour, gender, religion, nationality, age, disability, political affiliation, union membership, sexual orientation, maternity or marital status of the employee. Supplier shall support diversity and equal opportunity in its workplace.
- (c) Supplier acknowledges the importance that all entities of the Supplier group comply with the Mandatory Requirements set out in the RSP together with the requirements at (b) (i), (ii) and (iii) above. Further, Supplier undertakes to notify Unilever if it learns of or has reason to believe that any breach of any such obligation has occurred.
 - (d) If any member of the Supplier Group fails to meet the relevant Mandatory Requirements in the RSP or any of the representations and/or warranties set out in (b) (i), (ii) and (iii) above, then where Unilever considers that such a breach can be remediated, Supplier shall take all further steps as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again.

- (e) Where concerns arising out of the breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, Unilever reserves the right to terminate this Agreement with immediate effect. In the event that Unilever terminates this Agreement under this provision, without prejudice to any charges owing or any other pre-existing liabilities, no member of the Supplier Group shall be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.
- (f) The RSP including the Mandatory Requirements can be accessed on: <http://www.unilever.com/responsible-sourcing-policy/>.

14.2 Insurance

The Supplier shall take out and maintain or shall cause to be taken out and maintained throughout the Term adequate and proper insurance in accordance with Good Professional Practice against all insurable risks which may be incurred by it under or in connection with this Framework Agreement.

14.3 No harm to Unilever's reputation

Supplier shall not perform the Services in a manner in which harm to the reputation of any UGC is intended or reasonably foreseeable.

15. TERMINATION

15.1 Unilever rights of termination

- (a) Unilever may terminate this Framework Agreement in whole or in part without further liability:
 - (i) Termination for convenience: by providing nine months' written notice to the Supplier;
 - (ii) by at least 60 calendar days' written notice to the Supplier if the Supplier suffers a Change of Control which was not agreed in writing in advance by Unilever;
 - (iii) Termination for cause: if Supplier commits a Material Breach;

A Material Breach shall include but not limited to the following events:

a) **Operational performance (KPI SLA):** Termination for Cause is activated against 25% under-performance (Adjusted Performance), or 3 months consecutive failure on critical or operational SLA (Adjusted Performance) and earnback not included in consecutive failure calculation. A grace period of 3 months applies for the Supplier to improve service levels. b) **Value commitment- Penalty:** In the event the Supplier fails to identify savings > 40% of the value commitment and is unable to bring the performance >= 40% within six (6) months as outlined in Schedule 3c). For **any other Material Breach** by Supplier

not outlined above, Unilever may terminate this agreement with immediate effect ;

- (iv) immediately by written notice in the event the Supplier experiences an Insolvency Event;
- (v) to the extent, it is entitled to do so pursuant to Clause 8.3 (*Termination on Force Majeure Event*); and/or
- (vi) immediately in the event of any breach by the Supplier of Clause 14 or if the Supplier or any officer or employee or subsidiary who performs services for it or on its behalf in connection with this Framework Agreement is the subject of any complaint, action, investigation or notice alleging a breach of anti-bribery, money laundering or prevention of corruption legislation.

15.2 Supplier's rights of termination

- (a) Subject to (b) below, Supplier shall be entitled to terminate this Framework Agreement in whole (but not in part):
 - (i) if Unilever commits a Material Breach of this Framework Agreement which is incapable of remedy or which is capable of remedy but is not remedied within 30 Business Days after receipt of a written notice from Supplier;
 - (ii) immediately by written notice in the event Unilever experiences an Insolvency Event.
- (b) In the event Unilever (or an applicable UGC) fails to pay undisputed Charges in accordance with the specified terms of payment, such non-payment shall be deemed a Material Breach of this Framework Agreement where such non-payment is in excess of seven per cent. (7%) of the Charges applicable to the then current year and such non-payment is not remedied within thirty (30) calendar days of the original invoice from Supplier. Supplier shall only be entitled to terminate this Framework Agreement in accordance with this Clause 15.2 (b) in case it has escalated the non-payment of the undisputed Charges to Unilever in accordance with the first paragraph of section 27.1 of Schedule 1.

15.3 Terminating a Purchase Order

Without affecting any of its rights or remedies, Unilever may terminate a Purchase Order:

- (a) for convenience, on giving not less than one (1) month written notice to the Supplier in case of a Purchase Order that contains services outside the agreed scope as set forth in Schedule 2;
- (b) for convenience, on giving not less than nine (9) months' written notice to the Supplier in case of a Purchase Order that only contains services included in the agreed scope as set forth in Schedule 2.

- (c) in the circumstances set out in Clause 15.1 above.

15.4 **Effect of termination**

Termination of this Framework Agreement in accordance with its terms:

- (a) will not affect any Purchase Order in force at the date of termination of this Framework Agreement, and any such Purchase Order will continue in force for the remainder of its term unless terminated earlier in accordance with the terms of this Framework Agreement;
- (b) will not affect any accrued rights or liabilities of either party at the date of termination;
- (c) shall be without prejudice to any other rights or remedies that either party may have under this Framework Agreement or at law; and
- (d) will not affect the continuance in force of any provision of this Framework Agreement to the extent it is expressed or by implication intended to continue in force after termination.

15.5 **Obligations on termination**

On termination or expiry of this Framework Agreement for any reason each party shall return to the other all Confidential Information and Data belonging to the other and/or, to the extent the other party so requests in writing, shall destroy all Confidential Information and Data of the other party.

16. **ASSISTANCE UPON TERMINATION OR EXPIRY**

16.1 **Services Transfer Assistance**

On receipt of a termination notice or six (6) months prior to expiry of this Framework Agreement, whichever is earlier, Supplier shall (and shall procure that relevant members of the Supplier's Group shall), in good faith co-operate fully and to the extent necessary with Unilever and any Third Party Supplier and use its best endeavours to provide assistance to Unilever or a Third Party Supplier in such a manner as to minimise disruptions to the Services for the purpose of preserving the continuity of the Unilever Group's business operation ("**Services Transfer Assistance**") for a period not exceeding twelve (12) months after termination or expiry of this Framework Agreement. Supplier shall be entitled to a reasonable reimbursement of actual and demonstrably incurred costs of the Supplier for the Services Transfer Assistance, which shall be as below;

- The first six (6) months after termination or expiry of this Framework Agreement, the Service Transfer Assistance shall be provided at a fee of 125% of the applicable service charges;
- Each subsequent Services Transfer Assistance period must be chosen with 4 weeks' prior notice, with Unilever having the option between:

- A 2-month Service Transfer Assistance period at a fee of 150% of the applicable charges
- A 6-month Service Transfer Assistance period at a fee of 125% fee of the applicable charges
- Any extension of the Service Transfer Assistance beyond the twelve (12) months after termination or expiry of this Framework Agreement shall be discussed between parties in good faith. Service Transfer Assistance shall include but is not limited to the hand-over of Unilever Data in such a format that would allow Unilever to continue its business operations in scope of the Services independent from Supplier's technical and processing infrastructure. Termination and continuation of licences

Subject to any licences granted under Clause 11 (*Intellectual property*), and except to the extent required for provision of Service Transfer Assistance, termination or expiry of this Framework Agreement for whatever reason shall automatically cause all licences, or (as the case may be) all licences applicable to the relevant part of the Services which are being terminated and which have been granted by any UGC to Supplier or an SGC, to cease forthwith.

16.2 Interim provision of Services

After expiry of or notice to terminate has been given by any party to this Framework Agreement, Supplier shall, if requested by Unilever, continue to provide the Services for such period as Unilever requires (such period not to exceed the Termination Assistance Period). If such provision of Services extends beyond the termination or expiry date of this Framework Agreement, then this Framework Agreement shall be deemed to continue in full force and effect during such period. In such event, provisions expressed to be applicable upon termination or expiry shall be applicable instead upon effective termination or expiry of the provision of Services under this Clause 16.

17. RECORDS AND AUDIT

17.1 Supplier to provide reports

As part of the Services, and at no additional cost to Unilever, the Supplier will prepare and make available to Unilever such reports on the provision of the Services as Unilever may reasonably require including, where applicable, measurement of performance against Service Levels and accrual of Services Credits.

17.2 Records maintenance

The Supplier shall:

- (a) maintain all books, financial information, accounts, records and quality control information required by this Framework Agreement or Applicable Legislation (the "**Records**") and such Records shall be comprehensive, accurate and reliable;

- (b) retain and properly store during the term of the Agreement and following termination or expiry for at least two (2) years all Records relating to the Services and its compliance with the Framework Agreement.

17.3 **Right of inspection and audit**

- (a) The Supplier shall permit Unilever and/or its representatives and regulators upon reasonable prior written notice access to any of the Supplier's relevant Records (and allow such parties to inspect) throughout the Term and until the expiry of five (5) years after the expiry or termination of this Framework Agreement (as may be reasonably required in order to:
 - (i) fulfil any legally enforceable request by any regulatory body; or
 - (ii) verify of the accuracy of the Charges or identify suspected fraud; or
 - (iii) verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this Framework Agreement, including compliance with the RSP or
 - (iv) Supplier shall through self-assessment verify that the Supplier's system protects the integrity, operational availability, confidentiality and security of Unilever's Data during the term of this Framework Agreement.
- (b) Subject to the Customer's confidentiality obligations, the Supplier shall provide the Customer (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to an audit.
- (c) Unilever shall bear the cost of the audit and the parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 17, unless the audit identifies a Material Breach by the Supplier, in which case the Supplier shall reimburse the Customer for all its reasonable costs incurred in the course of the audit. Unilever shall conduct an audit no more than once in six months in a year
- (d) If an audit identifies that:
 - (i) the Supplier is failing to comply with any of its obligations under this Framework Agreement (including any Purchase Order) then, without prejudice to the other rights and remedies of the Customer, the Supplier shall take the necessary steps to comply with its obligations at no additional cost to the Customer;
 - (ii) the Customer has overpaid any Charges, the Supplier shall pay to the Customer the amount overpaid within 60 calendar days from the date of receipt of an invoice to do so.

18. **CONFIDENTIALITY AND ANNOUNCEMENTS**

18.1 **Confidentiality**

Subject to Clause 18.2, both parties shall treat as strictly confidential:

- (a) the existence, provisions or subject matter of this Framework Agreement, or any document or agreement entered into pursuant to this Framework Agreement;
- (b) the negotiations relating to this Framework Agreement;
- (c) all information received or obtained as a result of entering into or performing this Framework Agreement which relates to the other party or, in the case of Unilever, any other member of Unilever's Group or, in the case of the Supplier, any other member of the Supplier's Group or its or their respective business, financial or other affairs; and
- (d) the other party's Know-How or, in the case of Unilever, the Know-How of any other member of Unilever's Group or, in the case of the Supplier, the Know-How of any other member of the Supplier's Group,

together "Confidential Information".

18.2 **Exceptions**

Either of the parties may disclose (including by way of press or public announcement or the issue of a circular) any Confidential Information if and to the extent the disclosure is:

- (a) approved by the other party in writing in advance;
- (b) required by the law of any relevant jurisdiction or by a court of competent jurisdiction (including by way of press or public announcement or the issue of a circular);
- (c) lawfully required by any securities exchange or regulatory or governmental body ;
- (d) required to vest in that party (or its permitted assignees) the full benefit of this Framework Agreement;
- (e) necessary for a Party to share with a third party service provider which provides services, subject to the condition that the Party shall first obtain a written confidentiality undertaking from that third party in terms no less onerous than Clause 18.1 and each party agrees to take all reasonable steps to enforce any confidentiality undertaking obtained by it;
- (f) disclosed to the professional advisers, auditors or bankers of that party subject to the condition that the party making the disclosure shall first obtain a written confidentiality undertaking from those persons in terms no less onerous than Clause 18.1 and each party agrees to take all reasonable steps to enforce any confidentiality undertaking obtained by it;

- (g) of information that has already come into the public domain through no fault of that party; or
- (h) of information which is already lawfully in the possession of that party as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the other party to whom it relates,

provided that any information disclosed pursuant to paragraphs (b) or (d) shall be disclosed only after notice to the other party (except where that notice is prohibited by law) and the disclosing party shall take reasonable steps to co-operate with the other party regarding the content, timing and manner of that disclosure or any action which any of them may reasonably elect to take to challenge legally the validity of that requirement.

18.3 Neutrality

Supplier shall ensure and take measures to ensure that itself, its employees, representatives and/or agents providing Services hereunder shall not in any way, directly or indirectly, attempt to influence, share or divulge any information relating to the Services internally within A.P. Moller group with any employee, representative and/or agents engaged in provision of any other service product offered by an entity within the A.P. Moller group. Supplier further warrants and represents that its 4PL business is carried out separately from other services offered by the A.P. Moller Group and that sufficient measures are taken to ensure that each service offered by Maersk operates independent of the other.

19. COSTS

Except as otherwise provided, each party shall be responsible for and bear all the costs, charges and expenses incurred by it in connection with and incidental to the preparation and completion of this Framework Agreement.

20. ENTIRE AGREEMENT

20.1 Entire agreement

Subject to any terms implied by law, this Framework Agreement, represents the whole and only agreement between the parties in relation to the subject matter of this Framework Agreement and supersedes any previous agreement between the parties in relation to that subject matter.

20.2 No liability unless statement made fraudulently

Neither party shall have any liability or remedy in tort in respect of any representation, warranty or other statement (other than those contained in this Framework Agreement) being false, inaccurate or incomplete unless it was made fraudulently, wilfully or deliberately.

20.3 **No reliance**

Each party acknowledges that in entering into this Framework Agreement it places no reliance on any representation, warranty or other statement relating to the subject matter of this Framework Agreement other than as set out in this Framework Agreement.

21. **SURVIVAL OF CLAUSES**

The following clauses shall survive termination of this Framework Agreement for whatever reason: Clause 17 (*Records and audit*), Clause 18 (*Confidentiality and announcements*) and Clause 29 (*Governing law and jurisdiction*).

22. **INVALIDITY**

22.1 **Invalidity**

If at any time any provision of this Framework Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Framework Agreement; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Framework Agreement.

23. **AMENDMENTS, VARIATIONS AND WAIVERS**

- (a) No amendment or variation of the terms of this Framework Agreement shall be effective unless it is made or confirmed in a written document signed by both parties in the form set out at Schedule 8.
- (b) No delay in exercising or non-exercise by any party of any right, power or remedy shall impair or otherwise operate as a waiver or release. Any waiver or release must be specifically granted in writing signed by the party granting it. Any single or partial exercise of any right, power or remedy shall not preclude any other or further exercise thereof.

24. **FURTHER ASSURANCE**

Each party shall (at its own cost) do, execute or procure to be done and executed all necessary acts, deeds, documents and things as shall be reasonably necessary or desirable for giving full effect to this Framework Agreement.

25. **NO PARTNERSHIP**

Nothing in this Framework Agreement or any document referred to in it or any arrangement contemplated by it shall be construed as creating a partnership, joint venture, association or other co-operative entity between the parties for any purpose whatsoever. Neither party shall have the power or authority to bind the other party or impose any obligations on it to the benefit of any third party and the Supplier shall not purport to do so or hold itself out as capable of doing so in relation to Unilever.

26. COUNTERPARTS

This Framework Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original of this Framework Agreement, but all the counterparts shall together constitute but one and the same instrument.

27. ASSIGNMENT

No party shall without the prior written consent of the other assign (including by operation or merger) or otherwise dispose of the Agreement in whole or part or any duties or obligations under the Agreement to any third party. A Party may assign the Agreement in part or in full to other entities within its group without the prior written consent.

27.1 Escalation mechanism and damages suffered by other member of UGC

The UGC issuing the Purchase Order shall be solely responsible for its own acts and omissions. That being said, in case a UGC consistently does not perform its obligations in accordance with the relevant Purchase Order and this Framework Agreement Supplier shall escalate this issue to Unilever's Chief Procurement Officer and/or Unilever's Head of Excellence and Transformation and Parties to this Framework Agreement shall then, without prejudice to their respective rights and obligations under this Framework Agreement, discuss and agree in good faith how to resolve this matter. In case another UGC than Unilever or the UGC issuing the Order suffers any losses or damages in connection with that Order, Unilever may claim such losses and damages as if it had suffered such losses or damages itself. Parties agree that any act of Unilever to claim losses/damages on behalf of other UGC entity will not be termed as indirect or consequential damages

Notices

27.2 Form of notices

All notices and other communications relating to this Framework Agreement shall take effect:

- (i) if delivered, upon delivery;
- (ii) if posted, at the earlier of the time of delivery and (if posted in the United Kingdom by first class registered post) 10.00 a.m. on the second Business Day after posting;
- (iii) if sent by facsimile, when a complete and legible copy of the communication, whether that sent by facsimile or a hard copy sent by post or delivered by hand, has been received at the appropriate address,

provided that if any communication would otherwise become effective on a non-Business Day or after 5.00 p.m. on a Business Day, it shall instead become effective at 10.00 a.m. on the next Business Day and, if it would otherwise become effective at

before 9.00 a.m. on a Business Day, it shall instead become effective at 10.00 a.m. on that Business Day. s196 Law of Property Act 1925 shall not apply to this Framework Agreement.

27.3 Initial details of the parties

The initial details for the purposes of Clause 27.2 are:

Party: Maersk Singapore Pte Ltd
 Address: 1 Paya Lebar Link, #13-01 Paya Lebar Quarter (PLQ1), Singapore 408533
 email address: Eugenie.Monteiro@lns.maersk.com
 Marked for the Attention of: Ms. Eugenie Monteiro

Party: Maersk Singapore Pte Ltd
 Address: 1 Paya Lebar Link, #13-01 Paya Lebar Quarter (PLQ1), Singapore 408533
 email address: Joyce.Yang.Rong@lns.maersk.com
 Marked for the Attention of: Ms. Joyce Rong

28. THIRD PARTY RIGHTS

Save as provided in Clause 27.1 (*Other members of Unilever's Group entitled to enforce*), the parties do not intend any provision of this Framework Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. GOVERNING LAW AND JURISDICTION

29.1 Governing law

This Framework Agreement and any non-contractual obligations arising out of or in connection with this Framework Agreement shall be governed by and construed in accordance with English law.

29.2 Jurisdiction

The parties to this Framework Agreement irrevocably agree for the exclusive benefit of Unilever that the courts of England at London are to have jurisdiction to settle any disputes which may arise out of or in connection with this Framework Agreement and that accordingly any Proceedings may be brought in those courts.

30. EXECUTION

The parties have shown their acceptance of the terms of this Framework Agreement by executing it at the end of the Schedules.

SCHEDULE 1

DEFINITIONS INTERPRETATION AND REFERENCES

1. DEFINED TERMS

In this Framework Agreement:

"Affected Party" has the meaning given in Clause 8.1 (*Notice*);

"Affiliate" means, in relation to a party, any partnership, company, subsidiary or other entity which from time to time directly or indirectly Controls, is Controlled by or is under common Control with that party;

"Additional Period" has the meaning given in Clause 3.10 (*Additional Period*);

"Applicable Legislation" means any Legislation at any time relating or applicable to the Services or any lawful requirement or demand of any Competent Authority which has jurisdiction with regard to the Services or to matters dependent upon or affected by the Services;

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for general business in London;

"Change of Control" in relation to a party, means a person acquiring Control of that party who was not immediately before that acquisition, in relation to the Supplier, a member of the Supplier's Group and, in relation to Unilever, a member of Unilever's Group;

"Charges" means the charges set out in Schedule 3 (*Charges*);

"Commencement Date" means 1 November 2021;

"Companies Act" means the Companies Act 2006;

"Competent Authority" means any court, governmental body or regulatory authority having authority over or in respect of UGCs with regard to receipt of the Services or Supplier Group Companies with regard to the provision of the Services;

"Confidential Information" has the meaning given in Clause 18 (*Confidentiality*);

"Contract Year" means any period of twelve (12) months commencing on the Commencement Date or any anniversary of it;

"Control" means, in relation to any company, partnership or other entity, the beneficial ownership of more than fifty percent (50%) of the issued share capital of, or the legal power to direct or cause the direction of, the general management of the company, partnership or other entity in question, or its holding company or present undertaking;

"Data" has the meaning given to that expression in s1 Data Protection Act 1988;

"Delivery Location" means the locations from which the Supplier shall deliver the Services as set out in Clause 3.4 of Schedule 2 (*Services, Service Levels, Reporting and Governance*);

"Disaster" means any event or circumstance affecting the Supplier which causes the complete or partial loss, non-availability or abnormal functioning of the Services;

"Extension Notice" has the meaning given in Clause 3.10 (*Additional Period*);

"Force Majeure Event" means, in relation to either party, any event beyond its reasonable control including, without limitation any national strike, Act of God, fire, war or riot, save to the extent that the same could reasonably have been avoided by the party seeking to rely on such event under Clause 8 (*Force Majeure*). The expression shall not include any of the following in relation to the party seeking to rely on that event under Clause 8 (*Force Majeure*):

- (a) any event which was reasonably foreseeable by it, to the extent that it could reasonably have avoided the relevant event;
- (b) any strike, lock-out or industrial dispute involving any of its Personnel;
- (c) the financial failure or other failure in performance of a sub-contractor or supplier of that party, to the extent that the same does not result from an event beyond the reasonable control of the relevant sub-contractor or supplier; and
- (d) malicious damage or acts of sabotage by any of its Personnel.

"Good Professional Practice" means practices, methods and procedures (or one of a range of practices, methods and procedures) which comply with Applicable Legislation and which would be adopted by an operator exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from an operator engaged in the business of providing services which are the same as or similar to the Services under the same or similar circumstances and conditions;

"Initial Period" has the meaning given in Clause 3.9 (*Term*);

"Insolvency Event" means each and any of the following, in relation to a party:

- (a) the issue of a petition for winding-up which petition is not dismissed within twenty-eight (28) calendar days of its issue; or
- (b) the making of an order or an effective resolution being passed for winding up except for the purpose of a solvent reconstruction or amalgamation on a basis previously approved (where such approval can reasonably be sought in advance, taking account of commercial confidentiality and regulatory requirements) and where the resulting entity assumes all of the obligations of the relevant party under this Framework Agreement by the Supplier or Unilever (as appropriate) in writing (such approval not to be unreasonably withheld or delayed); or
- (c) the making of an order for the appointment of a receiver (including an administrative receiver or manager), administrator, trustee, liquidator, manager

or similar officer in respect of all or a material part of the assets of such party, which application is not dismissed within fourteen (14) calendar days; or

- (d) an encumbrancer, receiver (including an administrative receiver or manager), administrator, liquidator, provisional liquidator or other similar officer taking possession of the whole or any part (which is material in the context of the performance of the affected person's obligations under this Framework Agreement) of such person's undertaking, property or assets; or
- (e) the making or proposing of making of a composition with creditors generally; or
- (f) being unable to pay debts as they fall due;

"Intellectual Property" means all intellectual property, including patents, utility models, trade and service marks, trade or business names, domain names, right in designs, copyrights, moral rights, topography rights, and rights in databases and know-how, in all cases whether or not registered or registrable in any country for the full term of such rights including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"Know-How" means confidential, industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including (without limitation) drawings, formulae, test results, reports, project reports and testing procedures, shop practices, instruction and training manuals, tables of operating conditions, market forecasts, specifications, quotations, tables, lists and particulars of customers and suppliers, marketing methods and procedures;

"Legislation" means any statute or subordinate legislation or other result of the exercise of legislative powers and any legally enforceable right including any regulation, decision or authorisation having the force of law of any body having jurisdiction in relation to the relevant country in which the relevant Services are provided, (including the regulations and decisions of any body, regulator or authority which regulates any stock exchange or the listing of share capital or its equivalent);

"Losses" in respect of any matter, event or circumstance includes all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities;

"Mandatory Requirements" has the meaning given in Clause 14.1 (*Supplier's Undertakings*);

"Material Breach" means a breach of any of the terms of this Agreement or a SOW as a result of which the nonbreaching Party receives something substantially different from what the Agreement or SOW specified and/or as a result of which a reasonable person in the position of the nonbreaching Party would wish to terminate this Agreement or the SOW because of that breach.

"Personnel" means, in relation to a party, any officer, employee, servant, agent, sub-contractor or other personnel employed, used, assigned or engaged by that party or, in relation to Unilever, any other member of Unilever's Group or, in relation to the Supplier, any other member of the Supplier's Group;

"Proceedings" means any proceedings, suit or action arising out of or in connection with this Framework Agreement;

"Records" has the meaning given in Clause 17.2 (*Records maintenance*);

"Responsible Sourcing Policy" means Unilever's responsible sourcing policy, as amended from time to time, which can be accessed at: <http://www.unilever.com/responsible-sourcing-policy/>

"Service Credits" means the credits payable to Unilever in the circumstances set out in Schedule 2 (*Services, Service Levels, Reporting and Governance*);

"Service Levels" means the standards, measures and service levels for the Services set out in Schedule 2 (*Services, Service Levels, Reporting and Governance*);

"Service Remedies" means the remedies for failure to meet the Service Levels set out in Schedule 2 (*Services, Service Levels, Reporting and Governance*);

"Services" means the services to be supplied by or on behalf of the Supplier referred to in Schedule 2 (*Services, Service Levels, Reporting and Governance*) (as amended from time to time) and any services, functions or responsibilities not specifically described in this Framework Agreement that are an inherent, necessary or customary part of the services and/or are an inherent sub-task required for the proper performance or provision of the services in accordance with this Framework Agreement;

"Service Transfer Assistance" has the meaning set out in Clause 16.1;

"SGC" means any member of the Supplier's Group;

"Supplier Developed Materials" has the meaning given in Clause 11.3(a) (*Supplier Developed Materials*);

"Supplier Key Positions" has the meaning given in Clause 6.4 (*Supplier Key Positions*);

"Supplier's Group" means any of the following from time to time: the Supplier, its subsidiaries and subsidiary undertakings and any holding company or parent undertaking of the Supplier and all other subsidiaries and subsidiary undertakings of any holding company or parent undertaking of the Supplier and **"member of the Supplier's Group"** shall be construed accordingly;

"Supplier Personnel" has the meaning given in Clause 6.1(a) (*Personnel*);

"Supplier Pre-existing Materials" has the meaning given in Clause 11.4(a) (*Supplier Pre-existing Materials*);

"Term" means the period from the Commencement Date during which this Framework Agreement is in full force and effect (including the Initial Period, each Additional Period and any Termination Assistance Period);

"Termination Assistance Period" has the meaning set out in Clause 16.1;

"Third Party Materials" has the meaning given in Clause 11.4 (*Third Party Materials*);

"Transition" means all the Unilever and Supplier transition activity required for the actual transfer of Services to Supplier and to implement the Services in their "to be" state in accordance with the Global Implementation Plan and otherwise in accordance with requirements of Schedule 10 (*Transition*).

"Transfer Legislation" means the Acquired Rights Directive and any domestic legislation implementing this directive into the national law of any country, or any similar national legislation, as amended from time to time;

"Unilever Group" means Unilever and its Affiliates from time to time;

"Unilever Materials" has the meaning given in Clause 11.1; and

"UGC" means any member of the Unilever Group.

2. CONTENTS PAGE AND HEADINGS

In this Framework Agreement, the contents page and headings are included for convenience only and shall not affect the interpretation or construction of this Framework Agreement.

3. REFERENCES

In this Framework Agreement:

- (a) unless the context requires otherwise, all references to:
 - (i) this **"Framework Agreement"** includes its Schedules (as amended from time to time in accordance with this Framework Agreement), which form part of this Framework Agreement for all purposes;
 - (ii) a **"Clause"** or **"Clauses"** are to clauses of this Framework Agreement, as amended from time to time in accordance with this Framework Agreement;
 - (iii) a **"Schedule"** or **"Schedules"** are to schedules to this Framework Agreement, and include any annexes, exhibits or attachments to those Schedules (as amended from time to time in accordance with this Framework Agreement), which forms part of the Schedules for all purposes;
 - (iv) a **"Part"** or **"Parts"** or a **"Paragraph"** or **"Paragraphs"** of a Schedule are to parts or paragraphs (as the case may be) of that Schedule (as

amended from time to time in accordance with this Framework Agreement);

- (v) the "**rights**" of any person (including of either party) shall mean the rights and remedies available to that person under this Framework Agreement;
 - (vi) "**includes**" or "**including**" shall be construed without limitation to the generality of the preceding words;
 - (vii) a "**person**" includes a firm, corporation and unincorporated associations, government, state or agency of state, any association or partnership or joint venture (whether or not having a separate legal personality);
 - (viii) a "**statute**" or "**statutory provision**" includes any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time;
 - (ix) "**writing**" shall include any modes of reproducing words in a legible or non-transitory form. Notice in writing may not be given by e-mail;
 - (x) continuation of the provision of Services by a UGC or a Third Party Supplier does not require provision to be in the same form or manner; and
 - (xi) books, records or accounts being made available by Supplier for inspection or similar wording shall include an obligation (where such books, records or accounts are not in the possession, custody or power of Supplier or a Supplier Group Company and are necessary to enable the audit or inspection to verify a relevant cost or matter) to use all reasonable endeavours to procure that they are made available;
- (b) all headings shall be ignored in construing this Framework Agreement;
 - (c) unless the context otherwise requires, the masculine, feminine or neuter gender respectively includes the other genders and any reference to the singular includes the plural (and vice versa);
 - (d) any English statutory provision or English legal term for any action, remedy, method of judicial proceeding, document, legal status, court official or any other legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximately in that jurisdiction to the English statutory provision or English legal term; and
 - (e) unless the context otherwise requires, general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

4. COMPANIES ACT DEFINITIONS

In this Framework Agreement, the words and expressions "**accounting reference period**", "**body corporate**", "**holding company**", "**parent undertaking**", "**subsidiary**" and "**subsidiary undertaking**" have the meanings given to them in the Companies Act.

SCHEDULE 2

SERVICES, SERVICE LEVELS, REPORTING AND GOVERNANCE

1. INTRODUCTION

1.0 General Provisions

- A. This Schedule 2 sets out a description of the scope and specifications of the Services, the Service Levels and reporting and governance obligations. Attachments. The following attachments are hereby attached to and incorporated by reference into this Schedule:
- B. Appendix B, Attachment Service Level Matrix sets forth information about the Service Levels, including the Expected Service Level Targets and Minimum Service Level Targets associated with Critical Service Levels and Key Measurements.
- C. Appendix B (Service Level Definitions) sets forth the descriptions of the Services Levels, the Measurement Methodology, and the Measurement Period.

2. DEFINITIONS

- 2.1 In this Schedule 2, the following additional definitions apply, unless the context otherwise requires:

“**At-Risk Amount**” means the At-Risk Percentage multiplied by the At-Risk Fees.

“**At-Risk Fees**” means the portion of the total Fees that are at risk for the Measurement Period in which a Service Level Default occurred.

“**Measurement Methodology**” means the measurements, formulas, tools, processes, and procedures required to measure, validate, and report performance of the Service Levels specified in Appendix B (Service Level Definitions).

“**At-Risk Percentage**” means, for any month during the Term, __% of the Monthly Base Charges, which is the maximum amount that the Provider will have at risk for Performance Credits. Except as otherwise set forth in Appendix B, Attachment Service Level Matrix, the At-Risk Percentage for Critical Service Levels will be equal to ____% and the At-Risk Percentage for Operational Service Levels will be equal to twelve percent ____%.

“**Critical Service Level**” means those Service Levels specified as “Critical Service Levels” in Appendix B, Attachment Service Level Matrix.

“**Earnback**” is defined in Section 4.1(E) of this Schedule 2.

“**Service Level Default**” occurs when Provider’s performance for a particular Service Level fails to meet the applicable Minimum Service Level Target in a Measurement Period.

“**Measurement Period**” means monthly, or an alternative period of time expressly stated in the “Measurement Period” column in Appendix B, Service Level Matrix.

“Minimum Service Level Target” means the minimum level of performance for a Service Level specified in the “Minimum Service Level Target” column in Appendix B Service Level Matrix.

“Service Level Effective Date” means the date on which a Performance Credit may be due to Customer for a Critical Service Level as specified in Appendix B, Attachment Service Level Matrix, which will apply for each region, wave or each applicable portion of the Services.

“Service Level Termination Event” means either (A) for Operational Service Levels and Critical Service Levels, three or more consecutive Service Level Defaults on the same Critical Service Level, (B) for Critical Service Levels, 25% of Service Level Defaults occur in 12-month period, (C) for Operational Service Levels, 25% of Service Level Defaults occur in 12-month period

2.2 Other capitalised terms used in this Schedule 2 are defined in the context in which they are used and shall have the meanings there indicated. Capitalised terms used but not defined in this Schedule shall have the meanings set out in Schedule 2 (*Definitions, Interpretation and References*) of this Framework Agreement.

3. SERVICES

3.1 Overview and Scope of Services

The scope of this Agreement includes but is not limited to the end-to-end management of the customer's global Ocean and Air freight. Maersk will be responsible to develop and implement logistic solution in relation to the above-mentioned transportation modes, to minimize cost and optimize network efficiencies, which include service improvement, lead time reduction, service reliability and decarbonization. Where possible, these Services will be updated and tracked with in Maersk provided technical solution to provide continuous information in real-time to the Customer on status, activity level, etc. for each Service

3.2 Description of Services

| Capacity Planning & Forecasting |
|--|
| Description |
| Maersk will be responsible for developing and proactively communicating forecast to the relevant parties. Maersk will ensure adequate capacity is planned and secured to meet volume and service requirement of the customer for the designated modes, and proactively highlight any major deviation between the forecast and the actual volumes to mitigate risks of planned capacity shortage. |
| In Scope |
| Yes |
| Responsibility |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Execute capacity planning for a forward looking 13 weeks period based on the PO information in agreed timeline provided by Customer. • Identify any constraints at lane / equipment / carrier level vs. Unilever contracted capacity. • Trigger the additional capacity alert to Unilever when it exceeds the forecasted allocation. • Validate that the volumes are correct and engage with origins (supplier / Unilever) in case of significant increase in capacity required compared to the weekly pre-planned capacity. • Balance rolling short term needs against long term global capacity commitments for carriers • Share forecast with Ocean Providers 8 weeks in advance and agree capacity allocation from carriers at lane level for the next 2 months • Post validation, identify, mitigate, and propose solution to inefficiencies related to Capacity Planning & Forecasting |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • Masterdata in NeoNav indicating allocation allotment per carrier • Automated optimization engine to manage capacity & forecast with carriers |
| Deliverables |
| <ul style="list-style-type: none"> • Carrier allocation & volume shared to carriers within 24 hours of receiving forecast and master data updated in NeoNav • Maximize capacity secured with nominated primary carriers and communicate secured capacities back to market |

- Monthly performance report on actual allocation vs. capacity secured, root-cause analysis (actual despatch > capacity allocated or carrier compliance and accordingly drive loss reduction through engagement with UL market teams and Ocean carriers)

| Order management |
|--|
| Description |
| Maersk will be responsible to manage orders in a way that ensures that the required date and time of arrival is met, while optimizing orders to ensure right container type is utilized, and load fill is maximized. Maersk will leverage the complete visibility of POs, lane specifications and agreement with allocated carriers to define and respect the right cut-off time. |
| In Scope |
| Yes |
| Responsibility |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Use visibility of POs with ETA given by Unilever to estimate ETD based on lead-time • Determine cut-off time for placing Ocean Provider booking requests • Monitor booking requests received vs. not received • Pro-actively mitigate any delay, regardless of cause • Flag any delay communicate such to respective origins (supplier / Unilever despatch unit). • Filter and manage exceptions according to the routing guide, transit time & ship date rules provided by Unilever • Notify vendor for unplanned PO against ex-factory date in agreed timeline • Identify, mitigate, and propose solution to inefficiencies related to Order management • Optimize orders to ensure container load fill is maximized. Where orders are raised for sub optimal, flag to respective origins and destinations and get it round up to the right container size (most of the times 40 ft HC) and up to the right load-fill standards as agreed with R&D |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • Alerts set up to warn on case deviations (based on schedule changes and predicative capabilities) |
| Deliverables |
| <ul style="list-style-type: none"> • Order level visibility available in NeoNav with booking status, shipping status and real-time milestones data • Validated shipments ready for transport planning • Shipments delivered on time in relation to the committed date. In case of deviations identify mitigation plan and inform Unilever within 24 hours |

| Shipment Planning / Load building |
|-----------------------------------|
| Description |
| Not in scope. |

| Ocean Carrier Booking |
|--|
| Description |
| Maersk will be responsible to place booking with the carriers and provide full visibility on the status for each step of the process defines in the SOP. Maersk will ensure that back-up carrier or spot buy |

are arranged in case of rejections / exceptions, and this without compromising the required date and time of arrival.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Based on booking request received from suppliers / Unilever origins, place Ocean Providers booking requests, using Unilever contract and carrier allocation.
- Follow up with carriers and get timely booking confirmation as per SLA agreed by Unilever with Ocean Providers.
- Send Booking confirmations to supplier / Unilever Origins within the committed SLA
- Follow through and resolve any rejections by Ocean Providers and get Booking confirmations on-time
- Where bookings cannot be confirmed with nominated carriers, identify the root-cause - volume above carrier commitment or carrier non-compliance
- Resolve carrier non-compliance / capacity issues and secure Booking confirmation from UL nominated Primary carriers as per allocation in contract
- Identify, mitigate, and propose solution to inefficiencies related to Ocean Providers booking

Technology/Neonav enabled functionalities and purpose

- Booking management (inclusive SI/VGM) via INTTRA and non INTTRA
- Carrier selection based on multiple parameters
- Alerts on rejections, partial confirmations
- Carrier allocation management

Deliverables

- Ocean carrier bookings placed, received and confirmed as per ocean carrier booking compliance. Maersk will plan and allocate shipments to pre-defined carriers based on route logic/price/availability/requested delivery date.
- Ocean carrier bookings confirmed within 1 day for non DG and 4 days for DG days and sent to Unilever and Maersk.
- Bookings received & confirmed by carrier and haulier for transport planning as per weekly order compliance.
- In case an update falls under an exception process Maersk additionally need to initiate a manual communication to customer with mitigation plan
- Visibility on Neonav on carrier booking status, milestones, carrier booking release performance and timeline for carrier booking performance.

Use of back-up carriers

Description

In case of rejection or in case secured capacity is lower than the requirement, the Supplier will proactively leverage back-up carriers with contracted commercials and service terms.

In Scope

Yes

Responsibility

| |
|--|
| It is the responsibility of Maersk to: |
| <ul style="list-style-type: none"> • Where volume is higher than carrier committed capacity, explore use of back up carriers as per Unilever contract and at rates agreed in the contract. • Get booking confirmation done and send to supplier / UL Origin • Identify, mitigate, and propose solution to inefficiencies related to using of back-up carriers |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • System signals best back up carrier(s) on the transit time & rate |
| Deliverables |
| <ul style="list-style-type: none"> • Where volume is higher than carrier committed capacity, Maersk analyze and re-booking based on back up carrier option. • Provide confirmation on back up carrier and update customer & shipper |

| |
|--|
| Spot Bid |
| Description |
| In case of rejection, exceptions or in case secured capacity is lower than the requirement, the supplier will initiate the spot bid, take Unilever procurement approval as per mandate given and follow up to ensure required dates and times of arrivals are met. |
| In Scope |
| Yes |
| Responsibility |
| It is the responsibility of Maersk to: <ul style="list-style-type: none"> • Where capacity cannot be secured through primary or back up carriers, initiate spot bid • Where required as per mandate given by Unilever procurement, get approval from Unilever procurement. • Award the spot bid to selected carriers and secure capacity • Get booking confirmation from spot carriers and send to supplier / UL Origin within agreed SLAs with ICT 4PL • Track and update all materials needed for proper analysis and tracking • Identify, mitigate, and propose solution to inefficiencies related to spot bids |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • System obtain ad hoc bids & spot rates available • Alerts for late response and last-minute request |
| Deliverables |
| <ul style="list-style-type: none"> • Initiate spot bid based on allocation rejection, new service lane or most cost-efficient alternative • Award and receive booking confirmation of spot bid within 72 hours of request (air spot bids within 24 hours) |

| |
|--|
| Origin logistics & WH co-ordination |
| Description |

Maersk will be responsible to ensure containers are dropped and picked up at the right time and in the right quality. Maersk will monitor the progress from loading until the dropping of the container at the port and resolve any issue that arises throughout this process.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Co-ordinate empty container pick-up & drop with supplier / UL Origin, despatch sites, Ocean Providers, inland transport service providers.
- Ensure empty container is delivered on-time and in right quality as per Unilever requirements, including data loggers and other requirements
- Monitor progress on loading, pick up and timely arrival at Port within cut-off time.
- Resolve delays and issues by engaging with the above stakeholders.
- Identify, mitigate, and propose solution to inefficiencies related to origin logistics & WH co-ordination

Technology/Neonav enabled functionalities and purpose

- System issues reminder for stakeholders to upload agreed milestones if no EDI connection is established.
- System issues reminder for factories to place bookings

Deliverables

- Place booking and coordinate trucking order for timely pick up of empty container and loaded container to port
- Daily new booking report run to capture latest booking overview.
- Optimised transport plan based on received POs and pre booking placed with carrier to secure the space and equipment availability.
- Place booking and coordinate trucking order for timely pick up of empty container and loaded container to port
- Empty containers are delivered on time as per planned loading date and in right quality
- Progress is fully monitored on loading, pick up and timely arrival at port within cut off times. Milestones updated and visible on neonav platform
- Potential delays are resolved through mitigation plans and communicated to relevant stakeholders
- Validated transport plan

Origin documentation preparation and management

Description

Maersk will be responsible for the timely completion of VGM, SI, and BOL validation and issue.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Submit VGM, SI and draft BOL
- Coordinate with Ocean Providers and get BOL issued on-time and accurately
- Authorize BOL release to supplier / UL Origin on-time
- Store these documents electronically in the document management system
- Manage the introduction of new regulations, new lanes, new business models
- Manage the introduction of new regulations, new lanes, new business models
- Identify, mitigate, and propose solution to inefficiencies related to Origin documentation under ICT 4PL scope

Technology/Neonav enabled functionalities and purpose

- Documents available for user to view and download
- VGM, SI, BOL documentation automatically connected with connected carriers.
- Documents available to be triggered to dedicated 3PL either via email, zip file to FTP or interface
- 3PL able to send or upload documents, stored on appropriate level
- Document management suite

Deliverables

- SI and VGM filing accurate and completed within time frame
- BOL released to origin within 1 working day after vessel departure
- BOL with accurate, complete electronic documents released to destination within 72 hours of vessel departure
- Documents ready and available for custom processes

Document management

Description

Maersk will be responsible to check and ensure documentation is complete and accurate as per business rules agreed with Unilever, at a lane product group customer level. Maersk will share validated and complete set of documents electronically with destination.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Using the document master list agreed with Unilever, collate all documentation electronically including packing list, invoice, certificate of origin, health certificate, BOL etc.
- Follow up with respective sources to get the above documents on-time and accurately - supplier / UL origin, Ocean Providers, UL nominated documentation providers etc.
- Link all the documents logically at BOL level and make it available to all stakeholders with respective access control in place - UL origin / destination, customs brokers at destination etc.
- Validate documents for completeness and accuracy as per the checklist agreed with Unilever and resolve any delays / inaccuracies with agreed SLAs by engaging with respective document source

- Make complete set of documents available for destination well before Vessel arrival, as per agreed SLA with Unilever
- Identify, mitigate, and propose solution to inefficiencies related to Document management

Technology/Neonavi enabled functionalities and purpose

- Documents available for user to view and download
- Documents available to be triggered to dedicated 3PL either via email, zip file to FTP or interface
- 3PL able to send or upload documents, stored on appropriate level
- Document management suite

Deliverables

- Documents are managed as per regulatory document requirements for import/export on portal
- Documents available electronically with complete, accurate information on platform as per required timelines.

Physical document flow
Description

Maersk will be responsible to co-ordinate with Ocean Providers to get the BOL releases to Unilever origin.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Ensure that the BOL is released in time, co-ordinate with Ocean Providers and get this released to UL origin.

Technology/Neonavi enabled functionalities and purpose

- Alerts for missing documentation

Deliverables

- BOL released to origin within 1 working day after vessel departure
- BOL with accurate, complete electronic documents released to destination within 72 hours of vessel departure
- Courier of original hard copies to prior to ETA

| Track & Trace / Shipment visibility | |
|--|--|
| Description | |
| Maersk will provide track and trace visibility to the customer at a container material level, including milestones, on a live basis and providing predictive ETA. | |
| In Scope | |
| Yes | |
| Responsibility | |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Provide, update, and manage Track and Trace capabilities providing real-time visibility and alerts for end-to-end services provided by Maersk • Provide milestone notifications to Unilever based on agreed channel and timeline, including but not limited to: <ul style="list-style-type: none"> ○ Pre-elected deviation notification ○ Container Tracking / activity logging (who booked, load, and arranged what, including container type and incoterms) ○ Track and trace down to SO/PO level by the event received from service • Provide predictive ETA • Identify, mitigate, and propose solution to inefficiencies related to Track & Trace / Shipment visibility | |
| Technology/Neonav enabled functionalities and purpose | |
| <ul style="list-style-type: none"> • Track and trace capabilities, reporting and dashboards • Milestone notifications • Pre-elected deviation notification • Container tracking/activity logging (who booked, load and arranged what, including container type and incoterms) | |
| Deliverables | |
| <ul style="list-style-type: none"> • Track and Trace capabilities providing real-time visibility and alerts down to SO/PO level by the event received from service providers • Milestone visibility across origin and destination available on neonav platform for full container tracking visibility and activity logging (when container was booked, loaded, arranged, including container type and incoterm). Number of milestones required will be - Empty container despatch, Receipt at Port, Vessel load origin, Vessel depart origin, Vessel arrive destination, Container discharge at destination, Out for delivery, Empty return (min 8 for any container) + additional 2 for every transshipment (container arrive at transshipment, container depart transshipment) + inland drayage at origin and destination, where applicable. • Predictive ETA available on neonav platform. Alerts when predicative ETA will impact final delivery timeline. Mitigation plan to be provided to customer • Data quality assured | |
| Origin & Destination trade compliance | |
| Description | |
| Not in scope. | |

| Customs clearance |
|--------------------------|
| Description |
| Not in scope. |

| Destination logistics & WH co-ordination |
|--|
| Description |
| Maersk will be responsible for the readiness of all parties at destination to ensure smooth and timely delivery in time and in full. Parties include customer teams, in-land carriers, customs brokers, unloading DC and ensure readiness for customs clearance, in-land transport, DC appointments and unloading |
| In Scope |
| Yes |
| Responsibility |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Monitor in-transit and co-ordinate with destination UL / customer teams, in-land carriers, customs brokers, unloading DC and ensure readiness for customs clearance, in-land transport, DC appointments and unloading • Where there are delays or constraints, engage with respective stakeholders and mitigate • E2E orchestration and co-ordinate timely clearance, in-land movement and unloading at destination DCs • Proactive identification of exceptional events, and communication with respective stakeholders, e.g., weather, natural disaster, other unplanned events • Identify, mitigate, and propose solution to inefficiencies related to Destination logistics & WH co-ordination |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • System feed shipment information for destination for import preparation • Recommendation on order pickup/delivery |
| Deliverables |
| <ul style="list-style-type: none"> • Deliveries planned on time, booked and coordinated with destination trucking provider as per on time shipment arrival planning. • Containers planned and delivered within the allocated destination free time • Visibility of milestones for arrival, pick of up cargo and final delivery on neonav platform • Potential delays and exceptions managed through mitigation plan and communicated with relevant stakeholders |

| Invoice Check |
|--|
| Description |
| Maersk will support Unilever P2P operations by sharing the relevant and accurate contracted or agreed costs at which freight was booked, as well as all additional charges. Where there is a dispute on invoiced amount vs. contracted amount, Maersk will resolve with Ocean Providers. |

| In Scope |
|--|
| Yes |
| Responsibility |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • answer any queries from P2P on invoice related queries • where such queries are raised, Maersk should share the relevant contracted costs as which freight was booked, applicable D&D costs based on actual milestones and delay and help P2P validate carrier invoices • where there is a dispute, then Maersk should resolve with Ocean Providers. |
| Technology/Neonav enabled functionalities and purpose |
| <ul style="list-style-type: none"> • Freight cost-based reporting capturing all planned & actual costs managed by ICT. Reporting categorisation available. • Audit of inbound invoices for actual costs • Freight audit engine |
| Deliverables |
| <ul style="list-style-type: none"> • Issues/differences on invoices are resolved directly ocean carriers and corrected invoiced submitted on time. • Resolve queries raised by P2P team on ocean carrier invoices on a timely basis and resolve differences in billed amount vs. contracted with ocean carrier and ensure corrected invoice is sent by carrier to P2P |

| Performance management |
|---|
| Description |
| <p>The objective of Maersk is to drive supply chain performance improvement through insights and reporting.</p> <p>Maersk will be responsible to provide full visibility on ocean and air freight performance, from all parties and stakeholders involved. This includes the carriers, stakeholders, warehouse at origin / destination, customs provider etc...</p> |
| In Scope |
| Yes |
| Responsibility |
| <p>It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Provide reporting, KPIs, business intelligence, key business and relationship dashboards etc. Including Ocean Providers and all the stakeholder performance metrics, service, cost, and emission scorecards etc. • Propose additional metrics that will add relevant insights to improve efficiencies • Drive performance improvement through the agreed mechanism between Unilever, Maersk as 4PL and stakeholders in supply chain • Identify, mitigate, and propose solution to inefficiencies related to Performance management |
| Technology/Neonav enabled functionalities and purpose |

- Reporting, KPIs, business intelligence, dashboard available in real time including visibility on service level optimisation and carrier management.
- Supply chain health consultancy through performance management dashboards available in real time
- Carbon emissions dashboard

Deliverables

- Monthly Engagement sessions with customer
 - Review operational performance, KPIs and general activities
 - Outlook planning of upcoming month including volume and key actions
- Quarterly review session focusing on
 - Assess the current state of the relationship and to review the past quarter's performance on KPI basis
 - Plan the upcoming quarter on a strategic level (e.g. key initiatives, new business scopes, etc.)
 - Review potential innovations / continuous improvements
 - Outline / review delivered savings / Financial targets
 - Savings methodology outlined in Appendix A of this Schedule 2

Materials supplier collaboration

Description

All Services stated within this Agreement are to be included in services related to key suppliers of inbound materials to Unilever.

In Scope

Yes

Responsibility

It is the responsibility of Maersk to:

- Identify, mitigate, and propose solution to inefficiencies related to Materials supplier collaboration

All Services stated within this Agreement are to be included in services related to Unilever's raw & pack material suppliers, 3PMs in scope

Technology/Neonav enabled functionalities and purpose

- Platform portal available for customer suppliers on PO collaboration

Deliverables

- Suppliers connected and trained on Neonav to effectively collaborate on PO
- System available at 99.98% uptime

| Air freight management | |
|---|--|
| Description | |
| All services stated within this Agreement are to be included in services related to Air freight. In addition, the supplier will be responsible to identify and propose alternatives (such as road / rail etc...) | |
| In Scope | |
| Yes | |
| Responsibility | |
| <p>Exception driven process. It is the responsibility of Maersk to:</p> <ul style="list-style-type: none"> • Receive the air freight booking request from origins. • Validate the request & suggest alternatives road/ rail if possible. • Obtain approvals as per the agreed SLA & approval matrix. • Place the booking request with Unilever nominated air freight providers. • 4PLs would be responsible for the Scope described in Sl. Nos. 7-10 • Identify, mitigate, and propose solution to inefficiencies related to Air freight management | |
| Technology/Neonav enabled functionalities and purpose | |
| <ul style="list-style-type: none"> • Air cost analysis and impact analysis • Alerts & notification on milestone | |
| Deliverables | |
| <ul style="list-style-type: none"> • Maersk recognises requested delivery date is not feasible by sea freight to inform Unilever. Unilever to make final decision if booking should move to air freight. • Alternative economical solutions identified prior to air booking placement • Air freight bookings coordinated and booked after validated and approved by customer • Spot buys conducted within 24 hours of request • Milestone visibility on air process available in real time on platform | |

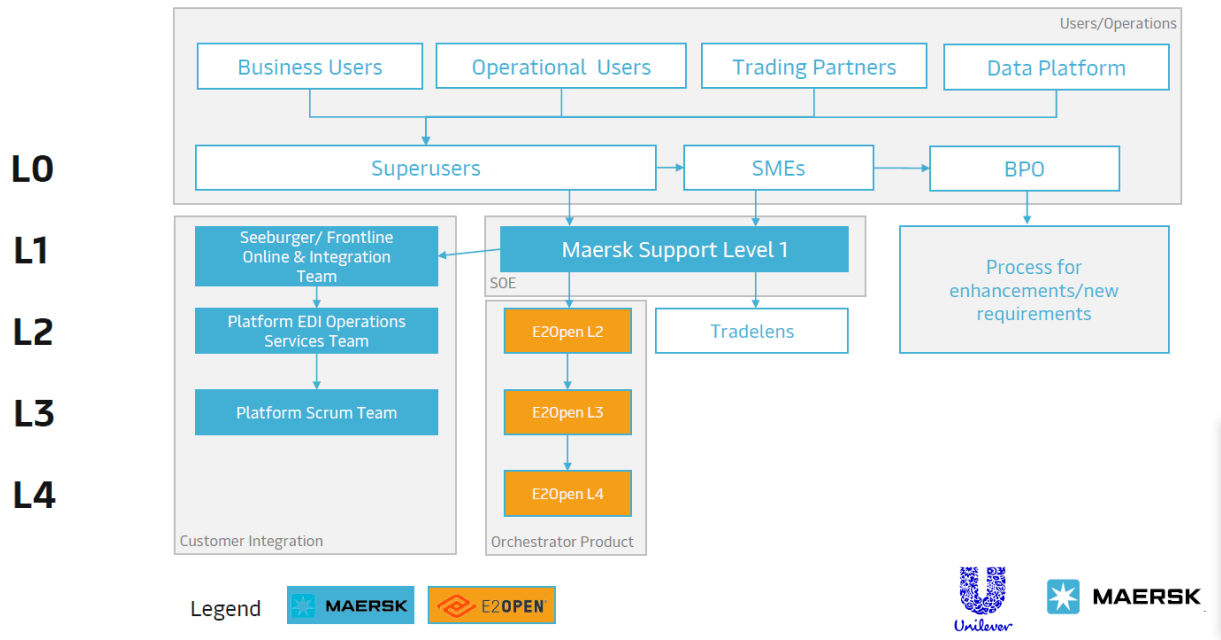
| Ocean carrier procurement | |
|--|--|
| Description | |
| Maersk will ensure all data is available for procurement related activities, including the annual tender process. This includes but is not limited to ocean provider's KPIs, past volumes, lane level shipment data, and any other information collected as part of ICT which will bring valuable insights for procurement purposes. | |

I. Technology ecosystem

- Maersk is fully responsible for meeting the support model SLAs defined, illustrated below. (On top of the SLA for guaranteed uptime in **Appendix [xx]**)
- KPI failures or issues with the system that needs to be solved by E2Open, Maersk will take full responsibility of managing their communication with E2Open. Unilever will interact with Maersk regarding all technology issues. The Support model illustrated below will be used.

- General license arrangement. License is for NeoNav and NeoNav is extended to be used by other Unilever resources as and when required.

Support Model



4. **SERVICE LEVELS AND REMEDIES**

4.1 **Service Levels Framework**

- A. Service Level Performance will commence being measured and reported by the Supplier on the Service Level Effective Date.
- B. Performance Credits and Incentives will apply with effect from the Performance Credit Effective Date.
- C. The Measurement Methodologies will be used by the Supplier to measure compliance with the Service Levels. During Transition & Transformation, the Supplier will propose to Unilever rules to calculate each Service Level and data items or systems that provide the source data. Unilever shall provide the source data where needed, to enable the measurement of the corresponding Service Level. Unilever shall approve, within reason, the rules and data used in the Measurement Methodologies for each Service Level.
- D. Supplier shall ensure that the Measurement Methodologies are automated to the extent that system reports are available and they operate without human interruption or intervention. Supplier will work with Unilever to determine which measurements can commercially be reasonably automated.
- E. A failure by Supplier to measure Service Level Performance for a Critical Service Level in accordance with the applicable Measurement Methodology will be a Service Level Default with no Earnback for the relevant Service Level, and continue to be a Service Level Default with no Earnback each month until Supplier measures the Service Level Performance in accordance with the applicable Measurement Methodology, unless Supplier can prove that a Service Level Default did not occur and Unilever consents in writing to such Supplier explanation.
- F. If there are any Service Levels for which the Measurement Methodology has not been agreed upon by the Performance Credit Effective Date (including new Service Levels), Unilever reserves the right to impose a commercially reasonable Measurement Methodology.
- G. Measurement Methodologies for new Service Levels and changes to Measurement Methodologies for existing Service Levels will be documented and implemented in accordance with the Change Control Procedures.
- H. Unilever reserves the right to promote Operational Service Levels to Critical Service Levels and demote Critical Service Levels to Operational Service level. Unilever will notify the Supplier in writing and both parties will mutually discuss the implementation timing. Any promotion or demotion of a Service Level will be reflected in Appendix B, attachment Service Level Matrix.
- I. During the Term of the Agreement, including any Termination Assistance Period, Supplier will maintain information about Service Level Performance ("Performance Information") and retain such information for five years thereafter or for such longer period as required by Unilever's record retention policy. If such period is longer than five years, Unilever will notify Supplier in writing and obtain agreement to such period.

- J. Upon Unilever's request and without limiting Unilever's other audit rights under the Agreement, Supplier will provide, or provide access to, Performance Information to allow Unilever to verify the accuracy of reported Service Level measurements, including the raw data.
- K. Certain calculations set forth in Appendix B, Attachment Service Level Matrix and Appendix B assume that perfect performance of each Critical Service Level or Key Measurement is 100%. If 0% represents perfect performance for a Service Level, then such calculations will be modified as appropriate for that Service Level. Similarly, for Service Levels based on response time or some other non-percentage result, calculations will be modified as appropriate to achieve the intended result.

| EXECUTIVE SUMMARY | COMMERCIAL MODEL | VALUE COMMITMENT | REWARD vs PENALTY SERVICE SAVINGS | TERMINATION | VOLUME & PAYMENT ADJUSTMENT | MISC. TERMS | IMPLEMENTATION |
|---|------------------|------------------|---|-------------|---|-------------|----------------|
| SLA – PENALTY/INCENTIVE | | | VALUE – PENALTY | | VALUE – GAIN SHARE | | |
| <ul style="list-style-type: none">Monthly Tracking with an Annual Payout mechanismOnly 7 KPIs will be measured for the Penalty/Incentive program (CM-01 / CM-05 / CM-06 / CM-07 / OM-04 / OM-06 / OM-11). All other KPIs will be monitored for ICT health.Applicable from Go-Live + 6 Months for Phase 1A, and Go-Live + 4 months for all other PhasesApplies against Variable Spend (Monthly Volume x Unified Unit Price)KPIs are measured by PASS/FAIL metricsPenalty & Incentive capped at €600K/YearPenalties are measured against Adjusted Performance (with Exclusions), while Incentives are measured against Target (no Exclusions)3 SLA buckets: Critical / Operational / MonitoredTermination for Cause for repeated failures against all Critical & Operational SLAs, measured against Adjusted PerformanceFacility to 'Earnbacks' upon 3 consecutive months of PASS of the KPI for Critical & Operational SLAsAnnual review of KPIs and penalty % in spirit of partnership and joint goal of making this project successful | | | <ul style="list-style-type: none">Monthly Tracking with an Annual Payout mechanismApplicable from Year-2 onwardsApplies against Variable Spend (Annual Volume x Unified Unit Price)Direct-Scale-MechanismPenalty capped at €500K/YearNo Penalty for >= 95% Performance'Identified Savings' will be tracked monthly and discussed with Unilever for Approvals'Identified Savings' undelivered as a result of non-participation or non-compliance from Non-Maersk entities / External factors will be accounted as 'Commitment Delivered to avoid Penalties'. However, such accounting will not result in Gain Share. | | <ul style="list-style-type: none">Monthly Tracking with an Annual Payout mechanismApplicable from Year-2 onwardsGain Share applies against "Savings/Value Identified"Tiered-MechanismMaersk's Gain Share capped at €10M/YearNo Gain Share upto 100% of Committed Value'Identified Savings' will be tracked monthly and discussed with Unilever for ApprovalsCost reduction / Cost avoidance (eg. Penalties) are also considered Savings/Value (will follow approval process as outlined above)Value Commitment updated in the Pricing File is 'Incremental'. However, the Summary section in this Commercial deck outlines the 'Cumulative Value' over the 4 year period. | | |
| Pricing File «Incentive Framework» is an additional tab appended by Maersk, to help Unilever understand the Reward/Penalty mechanism of the Service Level Agreement and Value Commitment Programs. Please refer to «VOLUME & PAYMENT ADJUSTMENT» page in this deck for Payment Settlement details pertaining to the above 3 buckets. | | | | | | | |

 MAERSK

EXECUTIVE SUMMARY

COMMERCIAL MODEL

VALUE COMMITMENT

REWARD vs PENALTY
Service Savings

TERMINATION

VOLUME & PAYMENT
ADJUSTMENT

MISC. TERMS

IMPLEMENTATION

SLA – PENALTY/INCENTIVE

Penalty & Incentive Cap: €600K / Year

KPI SLA MEASUREMENT
PENALTY/INCENTIVE – MECHANISM

- **Earnbacks:** Max. 1 Earnback/KPI/Contract Year against consecutive 3 months PASS of the KPI Adjusted Performance
- **Termination for Cause** activated against 25% under-performance (Adjusted Performance), or 3 months consecutive failure on critical or operational SLA (Adjusted Performance) and earnback not included in consecutive failure calculation
 - For Critical SLA: >= 27 KPIs FAIL in a Contract Year
 - For Operational SLA: >= 36 KPIs FAIL in a Contract Year
 - For Monitored SLA: None
- **Penalty for Critical/Operational SLA,**
 - Binary pass or fail mechanism
 - Measured against Adjusted Performance (with exclusions)
 - 4% for Critical SLAs & 2% for Operational SLAs on Variable Spend
- **Incentive for Critical/Operational SLA,**
 - Measured against Targets (no exclusions)
 - 4% for Critical SLAs & 2% for Operational SLAs on Variable Spend
- **Performance Measurement,** Penalty & Termination for Cause will be measured against 'Negotiated Minimum Service Level Target' vs 'Adjusted Performance'
- **Disclaimer,** All of the above is subject to Maersk & Unilever reaching an agreeable 'Adjusted Performance' metric

Termination for Cause with a 3-month Grace Period to improve Service Level (and then subject to review by Unilever/Maersk)

[Variable Spend = Monthly Volume x Unified Unit Price]

VALUE – PENALTY

Penalty Cap: €500K / Year

VALUE COMMITMENT
PENALTY – SCORE CARD

| Score | Penalty to Maersk |
|-------------------|-----------------------|
| Below 40% | Termination for Cause |
| >= 40% but < 50% | -14% |
| >= 50% but < 60% | -12% |
| >= 60% but < 70% | -10% |
| >= 70% but < 80% | -8% |
| >= 80% but < 90% | -4% |
| >= 90% but < 95% | -2% |
| >= 95% but < 100% | 0% |

Savings < Commitment

Termination for Cause with a 6-month Grace Period to identify Savings >= 40%

VALUE – GAIN SHARE

Maersk Gain Share Cap: €10M / Year

VALUE COMMITMENT
GAIN SHARE – SCORE CARD

| Score | Unilever GainShare | Maersk GainShare |
|--------------------|--------------------|------------------|
| >= 95% but < 100% | N/A | N/A |
| >= 100% but < 110% | 70% | 30% |
| >= 110% but < 120% | 60% | 40% |
| >= 120% | 50% | 50% |

Savings > Commitment

Unilever MAERSK

| EXECUTIVE SUMMARY | COMMERCIAL MODEL | VALUE COMMITMENT | REWARD vs PENALTY SERVICE SAVINGS | TERMINATION | VOLUME & PAYMENT ADJUSTMENT | MISC. TERMS | IMPLEMENTATION |
|--|------------------|------------------|--------------------------------------|-------------|--------------------------------|-------------|----------------|
| OTHER T&C's SLA | | | | | | | |
| CRITICAL SLA | | | | | | | |
| <ul style="list-style-type: none">• Downgrade: Critical SLAs can be downgraded to Operational SLAs upon mutual alignment• Targets: are applicable on global (aggregate level)• Measurement Period: Potential for adjusting the measurement period upon mutual agreement• Force Majeure: Adhoc situations caused by politics, weather, spread of disease, etc, impacting KPI performance is subject to the annual review between Unilever & Maersk• Tracking vs Penalty/Incentive: Tracking begins at Go-Live, while the Penalty/Incentive scheme begins at Go-Live + 6 Months for Phase 1A, and Go-Live + 4 months for all other Phases• Penalty/Incentive KPIs: Below set of KPIs will be measured for the Penalty/Incentive program. All other KPIs will be monitored and accounted towards overall ICT health but not part of the Penalty/Incentive mechanism.<ul style="list-style-type: none">• CM-01: Ocean Carrier Booking: Contract Compliance %• CM-05: Ticket resolution: Average Ticket resolution time (TRT)• CM-06: Demurrage & Detention: Containers under D&O• CM-07: Demurrage & Detention: Average D&O days | | | | | | | |
| OPERATIONAL SLA | | | | | | | |
| <ul style="list-style-type: none">• Downgrade: Operational SLAs can be elevated to Critical SLAs upon mutual alignment• Targets: are applicable on global (aggregate level)• Measurement Period: Potential for adjusting the measurement period upon mutual agreement• Force Majeure: Adhoc situations caused by politics, weather, spread of disease, etc, impacting KPI performance is subject to the annual review between Unilever & Maersk• Tracking vs Penalty/Incentive: Tracking begins at Go-Live, while the Penalty/Incentive scheme begins at Go-Live + 6 Months for Phase 1A, and Go-Live + 4 months for all other Phases• Penalty/Incentive KPIs: Below set of KPIs will be measured for the Penalty/Incentive program. All other KPIs will be monitored and accounted towards overall ICT health but not part of the Penalty/Incentive mechanism.<ul style="list-style-type: none">• OM-04: Carrier Allocation Adherence: Allocation Compliance• OM-06: Document Management: Document OTP%• OM-11: Ocean Carrier Booking: Weekly order compliance | | | | | | | |
| MONITORED SLA | | | | | | | |
| <ul style="list-style-type: none">• Expectation: Missing targets is not subject to penalties but is a subject to an annual review and overall supplier evaluation• Targets: are applicable per each control tower• Scoring Mechanism,<ul style="list-style-type: none">• > 90% Annualised = Exceptional• > 70-90% Annualised = Good• > 50-70% Annualised = Moderate• < 50% Annualised = Lagging | | | | | | | |
| Unilever MAERSK | | | | | | | |

4.2 Service Level Default, Earnback, Penalties and Remedies

- (a) Requirements. In the event of a Service Level Default, Supplier will provide to Unilever Performance Credits as calculated below:
- (i) Subject to the requirements of this Exhibit ##, upon the occurrence of a Service Level Default for a Critical Service Level a Performance Credit will be due to Unilever from Supplier.

- (ii) Performance Credits do not apply to Key Measurements.
- (iii) Service Level Defaults and Performance Credits will apply to both the Critical Service Levels and Operational Service Levels.
- (iv) Appendix B, Attachment Service Level Matrix and Appendix B Service Level Definitions set forth the information required to calculate the Performance Credit in the event of a Service Level Default. Such Performance Credit will be computed in accordance with the following formula:
- (v) Performance Credit = A x B:
 - A = the Monthly Variable Fees (Monthly Volume x Unified Unit Price)
 - B = the At-Risk Percentage per SLA,
 - 4% applies for both penalties and incentives for Critical Services Levels

2% applies for both penalties and incentives for Operational Service Levels

Illustration:

For example, assume that Supplier fails to meet the Minimum Service Level Target for a Critical Service Level identified as a Critical Service Level. Assume Supplier's Monthly Variable Fees for the month in which the Service Level Default occurred are \$1,000,000 and that the At-Risk Percentage is 4%.

A = Monthly Variable Fees = \$1,000,000

B = At-Risk Percentage = 4%

Performance Credit = \$1,000,000 x 4% = \$40,000

- (vi) Unless otherwise agreed between the Parties, the At-Risk Percentage will remain fixed and unchanged during the Term of the Agreement, including any Termination Assistance Period.
- (vii) If more than one Service Level Default has occurred in a single month, the sum of the corresponding Performance Credits will be credited by Supplier to Unilever for that month.
- (viii) In no event will the amount of Performance Credits credited by Supplier to Unilever with respect to all Service Level Defaults occurring in a single month exceed, in total, the At-Risk Amount, except as otherwise noted in this Exhibit ##.
- (ix) The total amount of Performance Credits, which Supplier will be obliged to credit to Unilever, with respect to Service Level Defaults occurring each month (subject to Earnback), will be reflected on the invoice provided by Supplier that contains charges for the month

following the month during which the Service Level Default(s) giving rise to such Performance Credit(s) occurred. For example, the amount of Performance Credits for Service Level Defaults occurring in August will appear as a credit on Supplier's invoice in October for the September monthly charges.

- (x) If Supplier fails to provide a Performance Credit that is due, Unilever may set off an amount equal to the Performance Credit from payments owed to Supplier
- (b) Exclusions. If any events or periods that are measured as part of a Service Level are not successfully achieved by Supplier in accordance with the relevant performance standard specified in the Service Level, and Supplier demonstrates that such failure is directly caused by any of the following, then such events or periods will be disregarded for the purpose of calculating the relevant Service Level (and will be excluded from both the numerator and the denominator for the purposes of calculating whether the Service Level has been achieved):
 - (i) Unilever's failure to comply with a Unilever responsibility, so long as Supplier has complied with its obligations
 - (ii) the failure by a third party that is not under Supplier's control, as more fully set forth in Appendix B (Service Level Definitions)
- (c) Earnback
 - (i) For Critical Service Levels and Operational Service Levels, Supplier may earnback a Performance Credit for a Minimum Service Level Default when the Service Level Performance meets or exceeds the Minimum Service Level Target for each of the three Measurement Periods immediately following the Measurement Period in which the Minimum Service Level Default occurred (each a "Earnback"). Each Earnback that Supplier may claim from Unilever shall be limited to the amount of the relevant Performance Credit previously credited to Unilever for the relevant Minimum Service Level Default.
 - (ii) Whenever Supplier is entitled to an Earnback, Supplier will include such Earnback as a charge to Unilever (indicated as an Earnback) on Supplier's invoice that contains charges for the Measurement Period giving rise to such Earnback, and include such information in Supplier's monthly performance reports
 - (iii) Maximum one Earnback per Service Level and per contract year can be achieved
 - (iv) Upon termination or expiration of the Term of the Agreement, Performance Credits issued by Supplier are no longer subject to Earnback.
- (d) Special Cap on Performance Credits and Deliverable Credits. In no event will the total of all Performance Credits and Deliverable Credits in any one Contract Year be greater than 600,000 EUR per contract year, calculated as 12% of the total annual Monthly Variable Fees in that Contract Year during the tendering process.

- (e) In the event where the total annual Monthly Variable Fees would increase or decrease significantly, both parties will meet to discuss this annual cap.

Remedial Plan

- (i) If Supplier fails to meet any Service Level, it shall prepare and deliver to Unilever as soon as possible and no later than 7 Business Days following such failure, a detailed plan (a “**Remedial Plan**”) the objective of which is to remedy the failure and ensure it does not recur for at least the next following three consecutive months (the “**Objective**”).
- (ii) The Remedial Plan shall detail the steps that Supplier shall take in order meet the above Objective and the key milestone dates by which such steps shall be taken (“**milestone dates**”).
- (f) **Escalation to senior management**

If:

- (i) Supplier fails to comply with any of its obligations under Paragraph .X(a) (including the failure to meet any milestone date in the Remedial Plan);
- (ii) the implementation of the Remedial Plan fails to achieve the Objective,

then, at Unilever’s request, the matter shall be immediately escalated to the Supplier’s Representative. For this purpose, Supplier shall ensure its Representative is available to discuss the matter with Unilever’s Representative as soon as is possible and no later than 2 Business Days following Unilever’s request. If the matter is not resolved within 5 Business Days of such discussion, the matter shall be immediately escalated to the Supplier’s Chief Executive Officer. For this purpose, the Supplier shall ensure its Chief Executive Officer is available to discuss the matter with Unilever’s CIO as soon as is possible and no later than 2 Business Days following such escalation.

4.3 Service Level Incentives

- (a) **Requirements.** In the event of a Service Level Achievement, Supplier will be granted by Unilever a Performance Incentive as calculated below:
 - (i) Subject to the requirements of this Exhibit ##, upon the occurrence of a Service Level Achievement for a Critical Service Level a Performance Incentive will be due to Supplier from Unilever.
 - (ii) Performance Incentive do not apply to Key Measurements.
 - (iii) Service Level Achievement and Performance Incentive will apply to both the Critical Service Levels and Operational Service Levels.
 - (iv) Attachment B (Service Level Matrix) and Appendix B (Service Level Definitions) set forth the information required to calculate the Performance Incentive in the event of a Service Level Achievement.

Such Performance Incentive will be computed in accordance with the following formula:

- (v) Performance Incentive = A x B:

A = the Monthly Variable Fees (Monthly Volume x Unified Unit Price)

B = the At-Risk Percentage per SLA, 4% for Critical Services Levels and 2% for Operational Service Levels

Illustration:

For example, assume that Supplier meets the Minimum Service Level Target for a Critical Service Level identified as a Critical Service Level. Assume Supplier's Monthly Variable Fees for the month in which the Service Level Default occurred are \$1,000,000 and that the At-Risk Percentage is 4%.

A = Monthly Variable Fees = \$1,000,000

B = At-Risk Percentage = 4%

Performance Credit = \$1,000,000 x 4% = \$40,000

- (vi) Unless otherwise agreed between the Parties, the At-Risk Percentage will remain fixed and unchanged during the Term of the Agreement, including any Termination Assistance Period.
- (vii) In no event will the amount of Performance Credits credited by Supplier to Unilever with respect to all Service Level Achievement occurring in a single month exceed, in total, the cap on incentive, except as otherwise noted in this Schedule 2.
- (viii) The total amount of Performance Incentive, which Unilever will be obliged to credit to Supplier, with respect to Service Level Achievement occurring each month, will be reflected on the invoice provided by Supplier that contains charges for the month following the month during which the Service Level Achievement(s) giving rise to such Performance Incentive(s) occurred. For example, the amount of Performance Incentive for Service Level Achievement occurring in August will appear as a charge on Supplier's invoice in October for the September monthly charges.
- (ix) Special Cap on Performance Incentives. In no event will the total of all Performance Incentives in any one Contract Year be greater than 600,000 EUR per contract year, calculated as 12% of the total annual Monthly Variable Fees in that Contract Year during the tendering process.
- (x) In the event where the total annual Monthly Variable Fees would increase or decrease significantly, both parties will meet to discuss this annual cap.

- (xi) Termination Rights in accordance with Clause 16.1 (a) under (iii)

4.4 **Review of Service Levels and remedies**

- (a) The parties shall keep the Service Levels and remedies under review for the purpose of measuring and reviewing the performance of the Services and Supplier's obligations in respect of the Services. Such review shall take place at least every 6 months during the Term.
- (b) Any changes to the Service Levels shall be reflected within this Agreement.

5. MONITORING AND REPORTING

5.1 Monitoring and assistance

- (a) Supplier shall be responsible for and shall implement the measurement and monitoring tools and procedures which are required in order to monitor, measure and report to Unilever Supplier's performance of the Services against the applicable Service Levels and against Committed Savings target as outlined in Appendix A of this Schedule 2
- (b) Supplier shall provide all assistance that Unilever may reasonably require from time to time for the purposes of evaluating Supplier's performance of the Services, including against the Service Levels.

5.2 Reporting

- (a) On the [12th] of every [month] during the Term, and upon Unilever's reasonable request at any time, the Supplier will deliver to Unilever the following reports in the format specified by Unilever detailing, for the time period covered by the report: The reports will be provided at a global/aggregate level, Control Tower level and at individual market level.
 - (i) Supplier shall provide to Unilever, as part of the Services and Supplier's monthly performance reports, a set of reports to verify Supplier's performance and compliance with the Service Levels, together with any Performance Credits, Incentives or Earnbacks applicable in the relevant month.
 - (ii) Supplier shall provide detailed Performance Information for each Service Level Performance report to Unilever. Supplier will provide this information and data electronically online and in real-time, where technically feasible, in both Raw Data and Refined Data formats, including during any Termination Assistance Period.
 - (iii) Service Level Performance shall be reported by Supplier both in aggregate and by Unilever business unit and geography.
 - (iv) Supplier shall post its Service Level Performance reports online to a secure portal, established and maintained by Supplier for Unilever's use, on or before the twelves (12th) business day of the month following the completion of any Measurement Period, assuming timely receipt of data from any involved Parties as referenced in Appendix B (Service Level Definitions). Supplier shall provide an e-mail notification to a distribution list designated by Unilever to alert Unilever when the monthly performance report has been posted to the portal.
 - (v) No post-reporting adjustment shall be made to any Performance Information without Unilever's approval.
 - (vi) Supplier shall provide an e-mail notification to such distribution list to alert Unilever whenever a Service Level item is updated after the monthly performance report has been posted to the portal.

- (vii) Supplier shall maintain a log of all such Service Level change requests, including the nature of the Service Level change, Unilever approval and approver and the Service Level change date.
 - (viii) Supplier's performance reports and the portal shall be capable of displaying and printing all Performance Information, including historical Performance Information for the duration of the Term of the Agreement, including any Termination Assistance Period. Display, print and retention functionality shall be sufficiently robust so that Unilever can verify Supplier's performance and compliance with all Service Levels. All such performance reports shall be available for use only by Unilever and Unilever agrees to keep all such information confidential, and only utilized by those Unilever employees with a need to know relevant to this Agreement.
 - (ix) the Services performed, the Supplier's performance against the Service Levels, any Service Credits due and any other matter which has impacted or could impact on the Supplier's performance of the Services or the Suppliers obligations under the Agreement; and
- (b) the Charges as defined in Schedule 3, broken down into Fixed Fees, Variable Costs and Others. The reports will be provided at a global/aggregate level, Control Tower level and at individual market level. The Supplier will promptly contact Unilever by telephone, and if requested, confirm by written notice, upon discovery of any issue that may cause disruption to the provision of any Service.

6. GOVERNANCE

6.1 Representatives

A. Program Director

- (a) The following shall be the Representatives for each of the parties as of the date of this Framework Agreement:

| Unilever Representative | Supplier Representative |
|---|--|
| Name: B Sundarrajan | Name: TBD (in the interim: Eugenie Monteiro) |
| Title: Global Logistics Excellence Director | Title: Global Program Director |
| Telephone Number: +447825054999 | Telephone Number: +65 6318 3485 |
| Email: b.sundarrajan@unilever.com | Email: Eugenie.Monteiro@lns.maersk.com |
| Address: 100 Victoria Embankment, London EC4Y 0DY, United Kingdom | Address: 1 Paya Lebar Link, #13-01 Paya Lebar Quarter (PLQ1), Singapore 408533 |

B. Teams and Committee descriptions:

This section sets forth the different Teams and Committees and their responsibilities in managing the Governance Model. The Supplier and Unilever will assign representatives with the adequate ownership for each of the below.

- a. Executive Committee: manages the overall relationship for the program. They are ultimate arbitrator and decision maker. All investments and changes to the relationship that may affect the overall business and commercial relations needs to be approved by this group. The Executive Committee will meet no less frequently than quarterly.
- b. Transition and Transformation Team: manages all aspects of the relationship prior to full go-live of the solution. This includes, but is not limited planning, team and supplier on-boarding, communications, training, testing, process change and ultimate of services + technology roll-out in regions. The Transition and Transformation Team will meet no less frequently than weekly.
- c. Service Delivery Team: manages the overall BAU type relationship for the program. Frequent meetings ensure alignment across all stakeholders and regions. Team members can be added as needed to discuss important/timely topics. The Service Delivery Team will meet no less frequently than weekly / bi-weekly.
- d. Contract Team : manages the overall contractual relationship for the program. Anything that may cause a change to the contract must be

approved through this team. It may include such things as: annual COLA adjustments, changes to savings or SLA tracking methodology, changes to delivery center locations or team constructs, change orders, etc. The Contract Team manages will meet no less frequently than annually.

- e. **Metrics & Compliance Team:** manages the monthly, annual and ongoing metrics that have been defined to manage and measure the success of the program. This includes core SLAs and KMs, Savings initiatives, etc. This team should ensure alignment on any savings and tracking methodologies, key results – as well as resulting credits/debits to business commercials. Metrics & Compliance Team will meet no less frequently than monthly.
- f.

6.2 Governance operating model

The committees and teams responsible for managing the Governance Model will be staffed with the roles listed in the table below and meet no less frequently than as noted in the row labeled “Frequency of Meetings.” The suggested governance operating model will be finalized during the transition phase.

| | Contract Team (Annual Business review) | Executive Committee (Quarterly business review) | Service delivery & Metrics team (monthly business review) | Control tower service delivery | Transition & Transformation Team (implementation) |
|----------------------------------|---|---|---|-----------------------------------|---|
| Frequency of Meetings | Annually | Quarterly | Monthly | Weekly / bi-weekly | Weekly |
| Attendees from Unilever | | | | | |
| Executive Sponsor | X | X | | | |
| Program Lead | X | X | X | | X |
| Regional Lead(s) | | | X | X | X |
| Contract Lead | X | X | X | X | X |
| VMO Office | X | X | X | X | X |
| IT Lead | | | | | X |
| Process Lead | | | | | X |
| Process POC | | | X | | |
| Attendees from Maersk | | | | | |
| Executive Sponsor | X | X | | | |
| Key Account Manager | X | X | | | |
| Global Customer Program Director | X | X | X | | X |
| Regional Control Tower Managers | | | X | X | X |
| IT Lead | | | | | X |

| | | | | | |
|---------------------|---|---|---|--|---|
| Process Lead | | | | | X |
| Value Lead | X | X | X | | X |
| Implementation Lead | | | | | X |

6.3 Customer Satisfaction Score (CSAT)

- (b) A Customer Satisfaction survey is to be drafted in the transition phase. Details of the survey, including recipients, scoring, weighting, is all to be agreed during the transition phase.
- (c) A mechanism to track the pass/fail of CSAT surveys will be defined in the transition phase. Based on what will be defined, any CSAT failures will be brought through the escalation process and an improvement plan to be put in place.

6.4 Escalation And Dispute Resolution

- (a) If a Team or Committee cannot discharge its responsibilities due to a failure to agree on any issue requiring resolution, then that matter shall be addressed in accordance with the Dispute Resolution Procedure as set out in the Framework Agreement.
- (b) Escalation bodies relevant to each Team and Committee will be set out in the transition phase
- (c) Both Parties' primary objective is to have issues resolved at the appropriate levels of authority without the need to refer a matter to an escalation body
- (d) Notwithstanding the commencement of any dispute escalation path, the Supplier shall continue to deliver the Services in accordance with the terms of the Agreement.

Appendix A

Savings Methodology

I. Objective

- This appendix outlines the methodology to calculate the savings achieved against the total committed savings target and annual committed savings target as outlined in Schedule 3 (Charges)
 - o Mechanism of how the committed savings target is achieved is also outlined in Schedule 3 (Charges)
- The committed savings will be calculated and approved in line with the savings methodology outlined below
- In the event that Unilever decides not to select the recommended or lowest total cost of ownership option, then these Missed Opportunities will not count towards the Supplier's savings target
 - o Recommended or selected option should meet the criteria laid down by Unilever
 - o Supplier shall maintain a report of missed opportunities by country, which will be discussed in periodic meetings to discuss why these opportunities were declined by Unilever and agree actions to minimize missed opportunities moving forward
 - o If committed savings are not met, Supplier and Unilever will have joint discussion to discuss adjusted target following governance process outlined in this Schedule
- Termination rights and gain share/penalty values and fees at risk are detailed in Schedule 3 Charges

II. Baseline Description

- Baseline should be established in the following methodologies below. Any baseline measured shall be used against actual volumes
- **Baseline price:** Budget to be approved by Unilever
- **Contracted Price:** Price that is agreed in the contract / actual rate card
- **Last Price Paid / Historical Price:** Either the last price paid or average of last price paid over an agreed period, to be agreed in the governance process (eg average of price paid in the last 3 months)
- **Market benchmark:** Market benchmark price where methodology is reviewed and mutually agreed in the governance process

III. Savings Description

- Any savings measured will be based on actuals and calculated with the agreed baseline price described above, against actual volumes
- Savings tracked will be against actual savings achieved
- Cost savings is defined as the difference between new cost and old cost, multiplied by the volume. It should factor into the total cost of ownership for Unilever. Examples of savings calculations are illustrated below
- Where any savings identified in additional levers not mentioned below, the calculation methodology and opportunity will be subject to approval in the governance process
- Procurement savings will not be calculated towards the committed savings target unless Maersk has had an instrumental involvement into the process
- P&L savings (vs cost avoidance) will be recognized towards Committed savings
- The deck is not exhaustive and is subject to other savings levers and methodologies during the course of the contract, including but not limited to those applied from the ICT's reporting mechanism

IV. Savings Activities

A) Triangulation

- Lever Description:
 - o Any location with multiple inbound and outbound volumes has an opportunity to re-use the same container and thereby eliminating two legs of container haulage
 - o A small business case is to be created for each opportunity, which is to be reviewed and subject to approval before implementation
- Ex 1 Savings Calculation
 - o $\text{Savings} = (\text{Baseline Price} - \text{Actual Price}) * (\text{Volume})$
 - o $\text{Baseline Price} = \text{Contracted drayage cost}$
 - o $\text{Actual Price} = \text{Baseline Price} + \text{Incremental Cost}^*$
 - o $\text{Volume} = \text{Units shipped through triangulation or re-used}$

*Incremental cost such as inspection of container, alignment with customs provider, lift-on/lift-off if applicable and any additional cost due to change in process
- Additional examples can be found in attachment *Savings Baseline Methodology_Final* below

B) Air Freight

- Lever Description 1 (Air Freight Model Switch): Finding alternate mode of transportation for every request for air freight. This lever is only valid if shipping by ocean/rail/road is a better alternative to shipping by air and customer requirements can be met
- Ex Savings Calculation
 - o $\text{Savings} = (\text{Baseline Price} - \text{Actual Price}) * (\text{Volume})$

- Baseline Price = Contracted/quoted total cost of shipping by air
- Actual Price = Actual total cost of shipping by alternate route
- Actual volume = Total number of air request which has been shipped through ocean/rail/road
- Lever Description 2 (Proportion of Air Freight Spend): Minimizing spend on Air Freight (compared to spend of total freight) through better planning and booking of shipments in Ocean Freight
- Ex Savings Calculation
 - $\text{Savings} = (\text{Baseline Air Volume}) * (\text{Baseline Price} - \text{Actual Price})$
 - $\text{Baseline Air Volume} = (\text{Y-1 Air \% Proportion} - \text{Y Air \% Proportion}) * (\text{Actual Total Volume})$
 - Baseline Price = Contracted/quoted total cost of shipping by air
 - Actual Price = Actual total cost of shipping by alternate route
- Additional examples can be found in attachment *Savings Baseline Methodology_Final* below

C) Contract Compliance (Spot reduction)

- Lever Description: Reduce number of spot buy shipments through utilizing Unilever contracts, provided contract price is lower than spot rate
- Savings will include any incentives provided by carriers upon successful contract compliance. The value of additional incentives are subject to agreement.
 - Eg If Unilever Procurement has been involved in negotiation MQC (minimum quantity commitment) rebate, then governance process may agree to a 50-50 split on benefits
- Ex 1 Savings Calculation
 - $\text{Savings} = (\text{Baseline Price} - \text{Actual Price}) * (\text{Actual Volume})$
 - Baseline Price = Current spot price in the market
 - In case of 100% compliance, teams will align on mutual savings methodology
 - Actual Price = Contracted price
 - $\text{Actual Volume} = (\text{Y-1 \% Spot Rate} - \text{\% Spot Rate}) * \text{Actual total volume}$
- Additional examples can be found in attachment *Savings Baseline Methodology_Final* below

D) Demurrage & Detention

- Lever Description: Reduction of total D&D spend through better management of logistics coordination and planning influenced by Mearsk
 - Number of D&D days reduced compared to the baseline
- Ex Savings Calculation
 - $\text{Savings} = (\text{Y2 D\&D days} - \text{Y1 D\&D days}) * (\text{Y2 per diem cost})$



Savings Baseline
Methodology_Final.pc

Appendix B

Service Level Definitions

INTRODUCTION.

- 1.1. General. In accordance with Section 4 (SERVICE LEVELS AND REMEDIES) of Schedule 2 (SERVICES, SERVICE LEVELS, REPORTING AND GOVERNANCE), this Appendix B (Service Level Definitions) sets forth the Service Levels definitions for Critical Service Levels, Operation Services Levels and Monitored KPIs.
- 1.2. Definitions.
- 1.3. Measurement Period. For all applicable Service Levels, where a measured unit (for example, milestone completion) is received near the end of one Measurement Period and is due to be completed in the next Measurement Period, such unit shall be included in the calculation for the Measurement Period in which the unit is due (without regard to when completion by the Supplier actually occurs), and excluded from the calculation for the Measurement Period in which it was received. The same applies for measured units received at the beginning of one Measurement Period but due to be completed in the measurement of the prior Measurement Period. For example, if a milestone is received on May 31 and is due to be processed by Supplier within 24 hours, and the Measurement Period is monthly, such requisition would be included in the June calculation and excluded from the May calculation.
- 1.4. Description and Formula. The “Description” and title of each Service Level are included in this Appendix B for convenience only. In the event of a conflict between the name or the “Description” sub-section of a Service Level definition in this Appendix B and the “Formula” sub-section of such Service Level definition, the “Formula” sub-section shall control.

CRITICAL SERVICE LEVELS.

The Critical Service Levels are defined in this Section 2. The Service Level Effective Date for all Service Levels is as specified in Attachment Service Level Matrix.

| |
|--|
| CM-01 |
| Ocean Carrier Booking: Contract Compliance % |
| Description |
| Number of containers booked with Primary carrier as per contract / Total number of containers booked x 100 |
| Target |

| |
|---|
| Y1 - 65% |
| Y2 - 70% |
| Y3 - 85% |
| Y4 - 85% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| Yes |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Data extracted 2nd week of the following month for full month data set. Start of measurement ATD from previous month (ATD 1st oct-31st oct) |
| Nominator |
| The total number of containers booked with Primary carriers during the Measurement Period |
| Denominator |
| The total number of containers booked during the Measurement Period |

| |
|---|
| CM-02 |
| Event Management: Milestone Completion (Ocean) |
| Description |
| Number of milestones available in 4PL system / Total Number of milestones expected x 100 |
| Target |
| Y1 - 95% |
| Y2 - 98% |
| Y3 - 98% |
| Y4 - 98% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Tracking begins: Post EDI connection setup with 3PL Penalty applicability beings as follow: Phase 1A: Go-Live + 1 months Remaining Phases: Go-live |

| Performance Credit & Performance Incentive applicable |
|--|
| No |
| Formula |
| <p>Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:</p> <p>A = The Nominator B = The Denominator</p> <p>Data extracted 2nd week of the following month for full month data set Start pick up date from month until end of measuring month</p> |
| Nominator |
| See second sheet for specific milestones calculations. Based on the expected date, system will flag milestone missing based on today is equal or greater than expected date. For example, actual milestone date is greater than expected date |
| Denominator |
| 0 |

| CM-03 |
|---|
| Event Management: Milestone Completion (Air) |
| Description |
| Number of milestones available in 4PL system / Total Number of milestones expected x 100 |
| Target |
| Y1 - 95% Y2 - 98% Y3 - 98% Y4 - 98% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Tracking begins: Post EDI connection setup with 3PL Penalty applicability beings as follow: Phase 1A: Go-Live + 1 months Remaining Phases: Go-live |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Data extracted 2nd week of the following month for full month data set

Start pick up date from month until end of measuring month

Nominator

Milestones available in system (similar logic as above)

Denominator

Total number of air bookings with expected milestones during measurement period

CM-04

Technology: System uptime

Description

Percentage of time when the system was available for use during the scheduled uptime

Target

99.98%

Measurement Frequency

Monthly

Service Level Effective Date

Phase 1A: Go-Live + 6 months

Remaining Phases: Go-live + 4 months

Performance Credit & Performance Incentive applicable

No

Formula

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

System will be able to pull a report on system uptime.

Nominator

Number of hours of system uptime

Denominator

Number of hours in the measurement period

CM-05

| Ticket resolution: Average Ticket resolution time (TAT) | |
|---|--|
| Description | |
| <p>Number of tickets resolved under:</p> <p>_ Spot tickets : air resolved under 24h and for others under 72h (excluding week end and public holidays)</p> <p>_ For non-spot related tickets : 24h (excluding week end and public holidays)</p> <p>Note: For BAU tickets raised, these should be resolved within the target time. For exception tickets raised (e.g. congestion at port), a plan should be made available within the target time, with a resolution date, which can be beyond the target time.</p> | |
| Target | |
| <p>Y1 - 98%</p> <p>Y2 - 98%</p> <p>Y3 - 98%</p> <p>Y4 - 98%</p> | |
| Measurement Frequency | |
| Monthly | |
| Service Level Effective Date | |
| <p>Phase 1A: Go-Live + 6 months</p> <p>Remaining Phases: Go-live + 4 months</p> | |
| Performance Credit & Performance Incentive applicable | |
| Yes | |
| Formula | |
| <p>Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:</p> <p>A = The Nominator</p> <p>B = The Denominator</p> | |
| Nominator | |
| Number of tickets closed in 24 hours during working days | |
| Denominator | |
| Total number of tickets created during measurement period | |

| CM-06 | |
|--|--|
| Demurrage & Detention: Containers under D&D | |
| Description | |
| <p>Number of containers that suffered D&D beyond free time (origin + destination) / Total number of containers shipped</p> | |
| Target | |

| |
|---|
| 10% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| Yes |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator ATD and ATA measuring source |
| Nominator |
| Number of containers incurring D&D per origin & arrival |
| Denominator |
| Total number of containers departed and arrived. |

| |
|---|
| CM-07 |
| Demurrage & Detention: Average D&D days |
| Description |
| Average D&D days beyond free time (origin + destination) for the containers that suffered D&D |
| Target |
| 5 (days) |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |

| |
|---|
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| Yes |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator ATD and ATA measuring source |
| Nominator |
| TOTAL number of days in D&D |
| Denominator |
| Total number of containers that had D&D |

OPERATIONAL SERVICE LEVELS.

The Operational Service Levels are defined in this Section 2. The Service Level Effective Date for all Service Levels is as specified in Attachment B (Service Level Matrix).

| |
|--|
| OM-01 |
| Ocean Carrier Booking: On-time Booking Confirmation % (Non-Dangerous Goods) |
| Description |
| Booking confirmations sent within (1 working day / 2 working days) / Booking requests received from the origin x 100 |
| Target |
| 90% within 1 working day, 95% within 2 working days |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measurement period based on ATD of measuring month

Nominator

Booking confirmations sent within (1 working day / 2 working days)

Denominator

Total number of booking requests received during the period

OM-02

Ocean Carrier Booking: On-time Booking Confirmation % (Dangerous Goods)

Description

Booking confirmations sent within 4 working day / Booking requests received from the origin x 100

Target

95% within 4 working days

Measurement Frequency

Monthly

Service Level Effective Date

Phase 1A: Go-Live + 6 months

Remaining Phases: Go-live + 4 months

Performance Credit & Performance Incentive applicable

No

Formula

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measurement period based on ATD of measuring month

Nominator

Booking confirmations sent within 4 working days

Denominator

Total number of booking requests received during the period

OM-03

**Ocean Carrier Booking: Average Booking Confirmation Time
(Non-Dangerous Goods)**

Description

Percentage of (Time when booking confirmation sent to origin - Time when booking request received from origin) managed under 24 hours.

Target

98%

Measurement Frequency

Monthly

Service Level Effective Date

Phase 1A: Go-Live + 6 months
Remaining Phases: Go-live + 4 months

Performance Credit & Performance Incentive applicable

No

Formula

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measurement period based on ATD of measuring month

Nominator

Number of booking confirmations sent to origin in 24 hours after booking request was done

Denominator

Number of booking requests during the measurement period

OM-04

| Carrier Allocation Adherence: Allocation Compliance | |
|--|--|
| Description | |
| Allocation compliance defined by procurement, meaning utilization of the right supplier at the right contracted costs | |
| Target | |
| 95% | |
| Measurement Frequency | |
| Monthly | |
| Service Level Effective Date | |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months | |
| Performance Credit & Performance Incentive applicable | |
| Yes | |
| Formula | |
| <p>Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:</p> <p>A = The Nominator B = The Denominator</p> <p>Measured per carrier allocation based on ATD of measuring month</p> | |
| Nominator | |
| # of shipments booked on allocated carrier | |
| Denominator | |
| # of shipments booked during measurement month | |

| OM-05 | |
|--|--|
| Document Management: On-time BOL Release | |
| Description | |
| Number of BOLs released to origin within 1 working day after vessel departure / Total number of BOLs | |
| Target | |
| <p>Y1 - 95%</p> <p>Y2,3,4 - 98%</p> | |
| Measurement Frequency | |

| |
|---|
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Measurement period based on ATD of measuring month |
| Nominator |
| Number of BOLs released to origin within 1 working day after vessel departure |
| Denominator |
| Total number of BOLs |

| |
|---|
| OM-06 |
| Document Management: Document OTIF% |
| Description |
| BOLs with accurate, complete electronic documents released to destination within 72 hours of vessel departure / Total number of BOLs x 100 |
| Target |
| Y1 - 90% Y2 - 95% Y3 - 98% Y4 - 98% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| Yes |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator |
| Nominator |

| |
|--|
| Number of correct BOLs available at destination with complete and correct sets of documents, within 72 hours |
| Denominator |
| Total number of BOLs released at destinations |

| |
|---|
| OM-08 |
| Spot Buy: Emergency Order |
| Description |
| Resolution identified and corrective actions agreed upon by both parties <8h |
| Target |
| 90% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Proposed as spot buy process outside of neonav. Measurement start from spot request raised in measuring month & closed Counted by working hours if it is office process related, scenario includes (but not limited to) quotation, booking confirmation, booking release, documentation etc. if otherwise unavailable - Counted by non-working hours if it is non-office process related, scenario includes (but not limited to) the physical cargo delivery to airport CFS, terminal operations, trucker arrangement etc. |
| Nominator |
| # of resolutions closed within 8 hour of receipt |
| Denominator |
| # numbers of requests during the measurement period |

| |
|--|
| OM-09 |
| Ticket Resolution: First response time |
| Description |
| # of responses within 1h working hour / # of inquiries |

| |
|--|
| Target |
| 98% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Proposed as ticketing system will be separate system outside neonav. Measurement start from ticket raised in measuring month & closed |
| Nominator |
| # of responses within 1h working hour |
| Denominator |
| # of inquires |

| |
|---|
| OM-10 |
| Billing Accuracy: Local Billing Accuracy |
| Description |
| # of correct invoices (timing, dates, values etc.) per month / the total # of invoices per month |
| Target |
| 95% |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Billing measurement based on pick up month |

| |
|--|
| Nominator |
| # of correct invoices (timing, dates, values etc.) per month |
| Denominator |
| the total # of invoices per month |

| |
|---|
| OM-11 |
| Ocean Carrier Booking: Weekly order compliance |
| Description |
| Number of shipment (container) that must be dispatched in a certain week given the committed bookings for UL |
| Target |
| 98% |
| Measurement Frequency |
| Weekly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| Yes |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator |
| Nominator |
| Number of actual shipments dispatched as per required |
| Denominator |
| Number of shipment (container) that must be dispatched in a certain week given the committed bookings for UL |

| |
|---|
| OM-12 |
| Shipment Arrival: On-time Shipment arrival |
| Description |
| # of shipment (container) arrived on time in relation to committed date |
| Target |
| 95% |
| Measurement Frequency |

| |
|--|
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Measurement based on ATA of measuring month |
| Nominator |
| # of shipments arrived as per requested arrival time # of shipments arrived as per committed arrival time during the measurement period |
| Denominator |
| Total number of shipments arrival # of shipments due to have arrived during the measurement period |

MONITORED KPIS

The Monitored KPIs are defined in this Section 2. The Service Level Effective Date for all Service Levels is as specified in Attachment B (Service Level Matrix).

| |
|---|
| MM-01 |
| ETA Accuracy |
| Description |
| Number of containers that arrived within +/-2 days of last ETA update / Total Number of containers arrived x 100 |
| Target |
| Monitored only |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |

| |
|---|
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Measuring month as per ATA |
| Nominator |
| Number of containers that arrived within +/-2 days of last ETA update (last ETA = ETA provided at time of vessel departure) |
| Denominator |
| Total Number of containers arrived x 100 Total Number of containers arrived |

| |
|---|
| MM-02 |
| Tenure time |
| Description |
| Average Maersk employee tenure time. Formula: Total # of Maersk employees that worked on UL account (1800 hours at minimum) * Number of years experience with Maersk / total number of employees on UL Account (1800 hours min) |
| Target |
| Monitored only |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measuring from beginning of year until end of year

Nominator

Total # of Maersk employees that worked on UL account

Denominator

Number of years experience with Maersk / total number of employees on UL Account (1800 hours min)

MM-03

Attrition

Description

- Reasons due to resignation, exits, performance issues etc (mainly involuntary).
- Due to internal career progression/ growth (mainly voluntary, and with a 1-2 yr planned visibility)

Target

Monitored only

Measurement Frequency

Monthly

Service Level Effective Date

Phase 1A: Go-Live + 6 months

Remaining Phases: Go-live + 4 months

Performance Credit & Performance Incentive applicable

No

Formula

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measuring from beginning of year until end of year

Nominator

- Reasons due to resignation, exits, performance issues etc (mainly involuntary).
 - Due to internal career progression/ growth (mainly voluntary, and with a 1-2 yr planned visibility)
 Number of departures in the period

Denominator

Total number of employees on UL account

MM-04**Event Management: Milestone Latency****Description**

Average time elapsed between milestone event occurrence vs. milestone receipt in 4PL portal within <12 hours

Target

Monitored only

Measurement Frequency

Monthly

Service Level Effective Date

Phase 1A: Go-Live + 6 months
 Remaining Phases: Go-live + 4 months

Performance Credit & Performance Incentive applicable

No

Formula

Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where:

A = The Nominator

B = The Denominator

Measurement based on specific milestone origin (Pick up/ATD) destination (ATA/Final delivery)

Nominator

Original milestone received date

Denominator

Milestone updated date

MM-05**Connectivity****Description**

| |
|---|
| % of # suppliers connected into NeoNav out of the total suppliers used at UL |
| Target |
| Monitored only |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator |
| Nominator |
| # of suppliers connected on NeoNav |
| Denominator |
| Total number of suppliers from UL |

| |
|---|
| MM-06 |
| Deviation: Average deviation between estimate and arrival time |
| Description |
| Average time between estimated and arrival time measured in hours |
| Target |
| Monitored only |
| Measurement Frequency |
| Monthly |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |

| Performance Credit & Performance Incentive applicable |
|---|
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Measurement based on ATA of actual month |
| Nominator |
| ATA-ETA |
| Denominator |
| # of shipments arrival |

| MM-07 |
|---|
| Diversity & Inclusion: Gender Balance |
| Description |
| Full time assigned employees of which at least 45% are women |
| Target |
| Monitored only |
| Measurement Frequency |
| Annually |
| Service Level Effective Date |
| Phase 1A: Go-Live + 6 months Remaining Phases: Go-live + 4 months |
| Performance Credit & Performance Incentive applicable |
| No |
| Formula |
| Service Level shall be calculated as: $[A / B]$, expressed as a percentage to two decimal places, where: A = The Nominator B = The Denominator Measuring from beginning of year until end of year |
| Nominator |
| # of employees which are women |
| Denominator |
| Total number of employees on UL account |

* * * * *

| | |
|-------------------------|----------------------------|
| Document Control Number | SOAS 124-9-0321 |
| Document Control Name | Service Level Descriptions |
| Revision Date | XX/XX/XXXX |
| Document Owner | [Project Team Owner] |



Attachment B

SCHEDULE 3 CHARGES

1. OVERVIEW

1.1 General

This Schedule 3 sets out the financial related matters governing this Framework Agreement, including:

- (a) the charging elements, being the Service Charges, the Transition Charges and the Project Charges;
- (b) the methodology for indexation and the exchange rates for currency conversion;
- (c) the charges payable (if any) on termination or expiry of this Framework Agreement in whole or in part for Services Transfer Assistance; and
- (d) the invoicing and payment arrangements.

1.2 No other charges or expenses permitted

Unilever shall not be responsible for the payment (whether to Supplier or subcontractor) of any charges, fees, expenses or other amounts in connection with this Framework Agreement which are not expressly described in this Schedule.

1.3 Reporting

Supplier shall comply with the reporting requirements to be defined in the transition phase

1.4 Appendices

The following Appendices are attached to this Schedule and are incorporated by reference:

- (a) Appendix A: Service Charges;
- and
- (b) Appendix B: Travel and Expenses.

DEFINITIONS

In this Schedule 3, the following additional definitions apply, unless the context otherwise requires:

"Dispute" has the meaning given in Paragraph 10.3 of this Schedule

"FTE" means a level of effort expended by a Supplier Person which is equivalent to a minimum of the number of "Working hours per day" multiplied by the "Working days per year" for the relevant country (in each case);

"Indexation Date" means each anniversary of the Contract Commencement Date;

"Man Days" means the number of "Working hours per day" for the relevant country;

"Project" has the meaning given in Paragraph 2.4 of this Schedule;

"Project Charges" means the charges described in Paragraph 2.4 of this Schedule;

"Service Charges" means the charges for the Services as described in Paragraph 2.1 of this Schedule;

"Rate Card" means the charges for the Services set out in Appendix A;

"Service Commencement Date" means, in respect of any Service, the date on which Transition is completed and hence the date from which the Supplier is entitled to charge the Service Charges;

"Tax" and "Taxation" includes (a) taxes on gross or net income, profits and gains, and (b) all other taxes, levies, duties, imposts, contributions, charges and withholdings of any nature, including any excise, property, value added, sales, use, occupation, transfer, franchise and payroll taxes and any national insurance or social security contributions, together with all penalties, charges and interest relating to any of the foregoing or to any late, incomplete or incorrect return in respect of any of them;

"Transition Charges" means the Supplier's fixed charge for all of the activities required in Transition; and

"VAT" means value added tax as provided for in Council Directive 2006/112/EC and any secondary legislation promulgated by the European Community as amended, modified or re-enacted (whether before or after the date of this Framework Agreement) and any equivalent value added, sales, consumption or turnover tax imposed in any country whether within the European Community or elsewhere in the world.

2. CHARGING ELEMENT

Commercial terms detailed in Appendix D of Schedule 3 shall apply to the scope of this Agreement. In event of any conflict between terms of Appendix D of Schedule 3 and any other Schedule, the terms of Appendix D of Schedule 3 shall prevail.

2.1 Services Charges

Pricing mechanisms for ICT control tower and technology services provided by Supplier are detailed below. Details of services covered in this contract can be found in Schedule 2. Details of service charges are highlighted in Appendix A, I

Mechanism to manage changes in variable costs is also detailed in Appendix A, II

Fixed Fees

- Implementation costs (including Maersk investment)
- Integration costs (Integration)
- Technology

Variable Costs

- Unit Fee per Container
- Units (Containers/HAWB)

Others

- Volume Rebate

Further details not included in this Schedule 3 and appendices can be found in attached documents in Appendix F of Schedule 3

2.2 Committed Value

Table below outlines the committed value:

| # | Value Area | Lever description | Baseline description (Quantifiable & Measurable) | Comments/Assumptions | Regional impact (if any) | 12 Months TOTAL savings value - EUR |
|----------------|-----------------|-------------------|--|--------------------------------------|--------------------------|-------------------------------------|
| Value - Year 1 | Committed Value | Committed Value | Zero baseline | pre, commitment includes 'Identified | Global Savings | 200,000 |
| Value - Year 2 | Committed Value | Committed Value | Incremental vs Year-1 | pre, commitment includes 'Identified | Global Savings | 3,830,400 |
| Value - Year 3 | Committed Value | Committed Value | Incremental vs Year-2 | pre, commitment includes 'Identified | Global Savings | 3,805,200 |
| Value - Year 4 | Committed Value | Committed Value | Incremental vs Year-3 | pre, commitment includes 'Identified | Global Savings | 3,452,400 |

The Value Commitment value is subject to adjustment if volume changes based on the threshold listed below:

- There will be no penalty/termination program applicable on additional value
- For reference, the agreed Volumes by contract year is:
 - Year-1: 34K units
 - Year-2: 86K units
 - Year-3: 91K units
 - Year-4: 91K units

- The value commitment was agreed on the basis of assumptions and baseline discussions with Unilever during the Commercial workstream discussions. In the event these baselines shift up or down during the value-workshops, Maersk is allowed, upon mutual discussion and consent from Unilever, to revise the savings commitment

2.3 Transition Charges

- (a) The aggregate Transition Charge is
 - (i) Implementation Costs for Resource: €1,213,314
 - (ii) One Off “CAPEX” (Assumed Operational Y1 Charges): €164,600
- (b) During the first 3 months following each phase go live, a hyper care period will be applied during which the variable charges will be invoiced centrally. Refer to Schedule 10 for the Go Live date. The central billing of the variable charges will be applied in accordance with the Supplier's achievement of the following Milestones:

| Transition Milestone | Number of months of central billing for the variable charges |
|----------------------|---|
| Phase 1 | Go live + 3 months Local billing start 3 months after go live |
| Phase 2 | Go live + 3 months Local billing start 3 months after go live |
| Phase 3 | Not applicable for phase 3. Local billing starts at go live date |

Transition Costs are outlined in Appendix F of Schedule 3

- (c) The Transition Charge specified for each Transition Milestone in paragraph (b) above may be invoiced by Supplier as per the Commercial terms in Schedule-11.
- (d) The Transition Charges are not subject to the indexation provisions set out in Paragraph 4 (Indexation).
- (e) Details of payment mechanism for Transition can be found in Appendix A, III and IV. The payment mechanism will be applied to agreed transition plan outlined in Schedule 10
- (f) All costs associated to Proof of Concept (POC) will be fully absorbed by Maersk unless if the contract is not awarded

2.4 **Project Charges**

- (a) The charges for any project work outside the scope of the Services (each, a "**Project**") shall be provided by Supplier upon request by Unilever in accordance with Clause 7.
- (b) To facilitate agreement of a Project, Supplier shall provide Unilever with:
 - (i) a resourcing profile for such Project detailing the number of FTE required, their respective grades and the estimated total number of Man Days to be worked; and
 - (ii) if:
 - (A) such Project is to be charged on a time and materials basis, the estimated total charges (the "**Estimated Total Charges**") for such Project; or
 - (B) such Project is to be charged on a fixed price basis, the fixed price.
- (c) In the case of any Project to be charged on a:
 - (i) time and materials basis, Supplier must attain the prior written consent of Unilever prior to commencing any works over and above the Estimated Total Charges (which Unilever may withhold or delay in its absolute discretion);
 - (ii) fixed price basis, Supplier shall be required to deliver such Project without any additional charge unless there has been a change in Unilever's requirements, in which case the Parties shall discuss whether an appropriate adjustment is applicable and if so, how much.
- (d) No overtime is chargeable in respect of any Project.
- (e) Any credits and penalties related to Service Level Agreement can be found in Appendix D of this Schedule and in Schedule 2
- (f) Any credits and penalties related to Savings can be found in Appendix D of this Schedule 3
- (g) Any charges related to termination can be found in Appendix D of this Schedule 3

No overtime is chargeable in respect of any Project.

3. **VOLUME REBATES**

- 3.1 The Parties have agreed the following discount mechanism. At the end of each Contract Year, if the total volume of containers/HAWB reaches or exceeds 30,000 units/year, the Supplier will give a rebate of EUR 63,000/year.

- 3.2 If, in any Contract Year, Unilever is entitled to a rebate pursuant to Paragraph 3.1 it shall be credited by Supplier in the invoice for the next month as directed by Unilever, assuming no overdues

4. **INDEXATION**

- 4.1 The Parties agree that, on each Indexation Date, an adjustment equivalent to the Indexation Factor (as specified in Paragraph 4.2) shall be made to the Service Charges (in each case) to reflect inflation, in accordance with this Paragraph 4.

- 4.2 The Indexation Factor which applies to the Service Charges shall be based on

the actual average increase in costs due to (as applicable) in inflation in the relevant country over the previous twelve (12) month period, as evidenced by the <https://data.worldbank.org/indicator/FP.CPI.TOTL.ZG> for such period,

it being understood that (i) inflation up to and until 3% per annum shall be absorbed by Supplier and shall therefore not be taken into account when determining the Indexation Rate (ii) incremental inflation between 3% and 7% per annum shall be split 50/50 between the Parties and shall therefore for 50% be taken into account within the Indexation Factor, and (iii) any incremental inflation above 7% shall be absorbed by Unilever and shall therefore fully be taken into account within the Indexation Factor. For the avoidance of doubt and by means of example, this means that in case of an 8% annual inflation, the Indexation Rate shall be $(0 + 2 + 1 =) 3\%$.

- 4.3 In countries where inflation is below 7%, Inflation adjustments are applied annually based on previous 12 months inflation index, source Worldbank.

- 4.4 In countries where inflation is above 7%, a monthly inflation adjustment will be applied in line with the above.

- 4.5 Prior to adjusting the Service Charges, Supplier shall meet, discuss and agree the correct application of the indexation principles set out in this Paragraph 4 with the relevant Unilever Procurement Manager assigned to this Framework Agreement.

- 4.6 In the event that the index referred to above is not available or ceases to exist, a suitable substitute inflation index will be suggested by Unilever and mutually agreed with Supplier.

5. **EXCHANGE RATES FOR CURRENCY CONVERSION**

- 5.1 Unless an alternative frequency is otherwise agreed between the Parties, at the end of each Contract Year, the following methodology shall be applied to determine whether any of the charges shall be adjusted following such date to account for changes in exchange rates:

- (a) all rates/unit prices shall be agreed and fixed in the local currency of the Country of Receipt unless otherwise mutually agreed by Unilever and the Supplier. Please refer to Appendix A for country-specific rates/unit prices;
- (b) where a charge in respect of a country (the "**Country of Receipt**") is for a service delivered from a different country (the "**Country of Delivery**"), the

annual average exchange rate between the currency of the Country of Receipt and the currency of the Country of Delivery, as published by Reuters as at the end of the preceding year (the "**Published Rate**") shall be compared with the prevailing rate set out in Appendix A;

5.2 In the event that one or more rates are adjusted in accordance with this Paragraph 5, Appendix C shall be amended to reflect the newly applied rates.

- Fixed RoE for 4 Years
- Subject to Monthly adjustment when RoE changes beyond 10% (which can be removed in locations Unilever agrees to pay in USD currency)
- Subject to Annual adjustment when RoE changes between 5%-10% (which can be removed in locations Unilever agrees to pay in USD currency)
- The adjustment is of the full inflation % beyond 5% (the first 5% Maersk will absorb)

Example:

- Country X has ROE adjustments vs USD of 3%. The rates remain fixed, no adjustments.
- Country Y has ROE adjustment of 9%. The rates increase by $(9-5) = 4\%$, 12 months after last annual rate confirmation.
- Country Z has ROE adjustment of 100% caused by a political instable situation. The rate increase by $(100-5) = 95\%$, in the first month this occurs, or we agree to bill in USD going forward.

RoE data sourced from Reuters

6. **TAXATION**

6.1 **Direct Taxes**

Each Party remains solely responsible for direct Taxes imposed or assessed on such party's Group, including all of the following:

- (i) Income tax: income, corporate, profit, excess profit or other taxes, charges and duties assessed or levied on account of party's earnings, taxable margin, receipts (including gross receipts) or franchise taxes for the privilege or actual conduct of business that are measured by party's net worth, capital, surplus or undivided profits;
- (ii) Personnel tax: taxes assessed or levied against or on account of compensation or other benefits paid to party's employees; and
- (iii) Business tax: taxes assessed or levied in connection with the carrying out of a professional activity in the country in which services are delivered under this Framework Agreement.

6.2 VAT

- (i) All amounts payable are gross amounts but exclusive of any VAT. If any Services under this Framework Agreement are subject to VAT under applicable tax legislation, the Party which made the supply may, in addition to the amount payable under this Framework Agreement, charge the recipient Party an additional amount on account of the VAT provided that it shall provide the recipient Party with a valid VAT invoice in respect of the payment.
- (ii) Should an additional VAT liability arise on services provided by any member of the Supplier Group under this Framework Agreement according to the regulations and the requirements of the VAT applicable laws, the relevant member of the Supplier Group shall issue a credit note and/or an amended invoice bearing the proper amount of VAT due by the relevant member of the Unilever Group. Such amended invoice will be paid by the relevant member of the Unilever Group to the relevant member of the Supplier Group under the usual terms and conditions defined under this Framework Agreement.

6.3 Withholding Taxes

If a member of the Unilever Group is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of Taxes or otherwise from any amount or amounts payable to any member of the Supplier Group pursuant to this Framework Agreement the relevant member of the Unilever Group shall be entitled to pay the amount or amounts in question after the deduction of the amount of such withholding or deduction. In the event that withholding taxes may be reduced or exempted under any tax agreement or law by way of provision of relevant certificates and/ or completed documents, these shall be provided by Unilever on request of any member of the Supplier Group. – Where an amount of withholding tax is withheld from payment by Unilever, the relevant member of the Unilever Group, within a reasonable time frame, shall provide the concerned member of the Supplier Group with all evidence of payment of any amount deducted, including any applicable receipts, - withholding tax certificates / credit notes issued by the government / taxing authorities for all Taxes and governmental charges so paid. For the avoidance of doubt, Unilever shall not be obliged to gross up or otherwise compensate the Supplier Group for any withholding taxes.

- 6.4 If any member of the Supplier Group is required, pursuant to any applicable present or future law, rule or regulation of any competent governmental or other administrative body, to make any deduction or withholding in respect of Tax or otherwise from any amount or amounts payable to any member of the Unilever Group pursuant to this Framework Agreement (including any credit note or rebate owed to any member of the Unilever Group), the relevant member of the Supplier Group shall pay to the relevant member of the Unilever Group an additional amount as will, after the deduction or withholding has been made, leave the relevant member of the Unilever Group with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. In such event, the relevant member of the Supplier Group shall provide the concerned member of the Unilever Group with all receipts for all Taxes and governmental charges so paid.

6.5 **Hold Harmless Clause**

Each Party shall defend, indemnify and hold harmless the other Party's Group from and against any and all claims and liability for Taxes, VAT, customs duties, employer contributions, fines, penalties and interest thereon assessed or levied by any taxing authority of any country against this Party's Group for which the other Party's Group is liable as per applicable law or as per the provisions of this Framework Agreement. The other Party shall reimburse and indemnify the first Party's Group for all such liability.

6.6 **Indemnity Payments**

If any amount paid by any member of the Supplier Group pursuant to an indemnity, compensation or reimbursement provision in this Framework Agreement is or will be chargeable to Tax, the member of the Supplier Group shall pay such increased amount as will, after payment of the Tax, leave the relevant member of the Unilever Group with the same amount that would otherwise have been payable under the provision if Tax had not been so chargeable. For these purposes, an amount shall be regarded as being chargeable to Tax including in circumstances where such amount would have been so chargeable but for the use or set off of a relief available to the relevant member of the Unilever Group.

6.7 **Specific exemptions**

Where any member of the Unilever Group is entitled to a VAT or import duties exemption or concession, it shall use reasonable efforts to enable the Supplier Group to claim such concession or exemption. If any member of the Unilever Group claims for a Tax, VAT, import duties and taxes exemption, it shall provide to the Supplier Group with any documentation substantiating such exemption required by Applicable Legislation for the Supplier Group to validly apply such exemption.

7. **CHARGES FOR SERVICES TRANSFER ASSISTANCE**

In accordance with 17.1

8. **EXTENSION OF AGREEMENT**

- 8.1 Should Unilever elect to extend the term of this Framework Agreement in respect of any Services pursuant to Clause 3.10 of this Framework Agreement, in no event shall Supplier be entitled to charge more for such Services during the period of extension than the monthly Service Charge for such Services immediately prior to the commencement of such period of extension.

9. **INVOICING**

9.1 **General, including invoicing frequency**

Details of invoicing can be found in Appendix C and Appendix D

9.2 **Currency**

Invoices for all charges shall be issued by Supplier to Unilever in the currency in which such charges are expressed in this Schedule.

9.3 **Invoice details**

All invoices shall include all charges for the period in question and the following information:

- (a) a description of the Services performed and an itemised statement of charges for each of them specifying the unit of measure and the unit price, if applicable;
- (b) the total charges payable under the invoice and the related VAT if applicable;
- (c) the Purchase Order number;
- (d) any specific terms or conditions and any reference to any discount, if applicable;
- (e) the correct invoicing address; and
- (f) any other information that would be required by applicable law from time to time in the relevant country.

9.4 **Electronic invoices**

Supplier shall comply with Unilever's e-invoicing processes in issuing invoices under this Framework Agreement.

9.5 **Supporting Information**

- (a) Unilever may request reasonable supporting information in respect of any invoice from time to time. Any such information shall be provided by Supplier within five (5) Business Days of a request at no additional cost to Unilever.
- (b) Unilever shall not be liable for any charges for work performed unless the invoice for such charges is supported by time sheets which are correct in all material aspects and signed off by an authorised representative of Unilever.

10. **PAYMENT TERMS**

10.1 **Payment terms**

Each invoice rendered by Supplier under this Framework Agreement shall be paid ninety (90) calendar days after the date on which such invoice is received by Unilever, provided that such invoice conforms with the requirements of Paragraph 0 (*Invoicing*) in terms of format and supporting documentation.

10.2 **Stale invoices**

Where Supplier is late in invoicing Unilever by twelve (12) months or longer Supplier shall no longer be entitled to invoice Unilever for such amount, such amount being

considered void. This clause shall not be applicable when the delay is not attributable to Supplier's acts or omissions.

10.3 **Disputed amounts**

- (a) If Unilever raises a bona fide dispute about an invoice (a "**Dispute**") then, if:
 - (i) a Dispute is raised within thirty (30) Business Days of receipt of the relevant invoice; and
 - (ii) the Unilever has in writing detailed why it believes the amount in question to be disputed then:
 - (A) the Parties shall in good faith meet and resolve the Dispute; and
 - (B) where the Parties reach agreement on the resolution of the Dispute within the current invoice cycle, Unilever shall pay the agreed amount in the current invoice cycle. Where the Parties have not reached resolution of the Dispute within the current invoice cycle, the matter shall be escalated in accordance with the dispute resolution procedure; however, Unilever shall not be obliged to pay the disputed invoice until the Parties reach agreement on the resolution of the Dispute; and
 - (C) Supplier shall raise a credit note for the amount that the Parties agree has been correctly disputed within 30 days after Parties have reached an agreement on the resolution of the Dispute.
- (b) If Unilever raises a Dispute but does not raise the Dispute within thirty (30) Business Days after receipt of invoice, then Supplier and Unilever shall in good faith work together to resolve the Dispute; however, Unilever shall not have the right to withhold payment of the invoice. Once resolved, if the Parties agree that Unilever has correctly disputed the invoice and have agreed the amount of the over-charge, then Supplier shall issue a credit note to Unilever for the amount overcharged. If the Parties cannot resolve the Dispute within thirty (30) Business Days, the matter shall be escalated in accordance with dispute resolution procedure.

10.4 **Further disputes**

The payment of any amount pursuant to an invoice shall not prevent Unilever raising a dispute in respect of that amount and shall not constitute acceptance by Unilever as to the performance by Supplier of its obligations under this Framework Agreement. Provided Unilever shall not have the right to dispute any amount for which payment is already made on expiry of twenty-four (24) months from the date of original invoice.

10.5 **Interest on late payment**

If Unilever or Supplier fails to pay any sums due under this Framework Agreement by the due date for the payment of the same, then interest on such sum shall be calculated from the date falling ninety (90) days after the last date on which it could have been

paid without incurring interest to the date of actual payment (after as well as before judgment) at a rate equal to LIBOR+ 2%

11. PURCHASE ORDER PROCESS

11.1 No Purchase Order, no pay

Notwithstanding anything to the contrary in this Framework Agreement:

- (a) Supplier agrees that it shall not submit any invoice to Unilever for Services without first obtaining a Purchase Order number for those Services from Unilever; and
- (b) Unilever shall have no obligation to pay any invoice submitted to it by Supplier for Services unless Supplier has first obtained a Purchase Order number for those Services from Unilever.

12. TRAVEL AND EXPENSES

- 12.1** Expenses incurred by Supplier Personnel in performing Project work shall only be reimbursed if incurred in compliance with Appendix B.

Appendix A

Service Charges

Commercial terms detailed in Appendix D shall apply to the scope of this Agreement. In event of any conflict between terms of Appendix D and any other Schedule, the terms of Appendix D shall prevail.

I. Fixed, variable and other costs

| COMMERCIAL MODEL | | Implementation (€1.21M) / Annual Tech Fee (€0.5M) / Unit Fee (€50.50) | | | | | |
|----------------------|------------------------------------|---|------------------|------------------|------------------|-------------------|---|
| Bucket | Cost Element | Year-1 Fee (€) | Year-2 Fee (€) | Year-3 Fee (€) | Year-4 Fee (€) | Total Fee (€) | Payment Terms |
| Fixed | Implementation | 1,713,314 | - | - | - | 1,713,314 | Staggered-Payment: As outlined in Stage-1 + Stage-2. Refer next page for details. |
| Fixed | Implementation (Maersk Investment) | -197,400 | - | - | - | -197,400 | Staggered-Offset-in-Stage 2. Refer next page for details. |
| Fixed | Integration | 164,600 | - | - | - | 164,600 | Staggered-Payment: Across 7 sub-stages. Refer next page for details. |
| Fixed | Technology | - | 500,000 | 500,000 | 500,000 | 1,500,000 | Payable-in-Full (€500K/Year): Payable in January 2023/2024/2025 |
| Fixed | TOTAL (Fixed) | 1,680,514 | 500,000 | 500,000 | 500,000 | 3,180,514 | Payable-in-Full as per mentioned period [Central Billing] |
| Variable | Unit Fee | 50.50 | 50.50 | 50.50 | 50.50 | N/A | - |
| Variable | Units (Containers/HAWB) | 34,214 | 86,570 | 91,932 | 91,932 | N/A | - |
| Variable | TOTAL (Variable) | 1,727,807 | 4,371,785 | 4,642,566 | 4,642,566 | 15,384,724 | Monthly Billing (invoiced month-after) [Local-Local Billing] |
| Volume Rebate | Rebate for Min. 30,000 Units | -63,000 | -63,000 | -63,000 | -63,000 | -252,000 | - |
| Volume Rebate | TOTAL (Volume Rebate) | -63,000 | -63,000 | -63,000 | -63,000 | -252,000 | Applied at the End of the Year as a Credit Note [Central Credit Note] |
| GRAND TOTAL | | 3,345,321 | 4,808,785 | 5,079,566 | 5,079,566 | 18,313,238 | |

'Unit Fee' is subject to an additional €2.18/Unit since Unilever opted for 'Local Invoicing'

II. Volume Adjustment ARC-RRC

- Unit price is dependent on volume. However, it is agreed by both parties that any delay in transition will not impact the unit price. Therefore, annual quotas required for unit price are irrelevant until the full scope is achieved
- Table-1: Used for annual re-baselining to determine the unified price depending on regional volume mix
- Table-2: After a year closes, it will be used for price adjustment depending on the volume deviation from the forecast

| TABLE-1 | LOCATION | UNIT VOLUME | GEOGRAPHIC UNIT PRICE (€) | ESTIMATED ANNUAL UNITS FEE (€) | |
|---|---------------|---------------|---------------------------|--------------------------------|---|
| GEOGRAPHIC UNIT PRICE (only to determine Unified Unit Price for an upcoming year) | AIR | 3,664 | 50.5 | 185,032 | <ul style="list-style-type: none"> If volumes for any individual Geography shifts by $\geq 5\%$, the respective Location's Geographic Unit Price will be revised (thereby impacting Unified Unit Price as well) The price will be submitted to Unilever during the Annual Volume & Payment Adjustment review meeting |
| | SEAA | 30,421 | 41.3 | 1,256,383 | |
| | NAMETRUB | 13,379 | 53.8 | 719,799 | |
| | Latin America | 7,166 | 68.4 | 490,164 | |
| | South Asia | 5,691 | 41.5 | 236,184 | |
| | Europe | 12,943 | 67.8 | 877,567 | |
| | North Asia | 7,968 | 53.5 | 426,307 | |
| | Africa | 7,678 | 28.4 | 218,055 | |
| | North America | 3,020 | 78.6 | 237,403 | |
| | TOTAL | 91,932 | 50.5 | 4,646,894 | |



| TABLE-2 | DEVIATION % vs 91,932 UNITS | UNIT VOLUME | UNIFIED UNIT PRICE (€) | ESTIMATED ANNUAL UNITS FEE (€) |
|---|--|-------------------|----------------------------------|--------------------------------|
| ANNUAL VOLUME UNIFIED UNIT PRICE | > 125% | 114,916 | Contract Re-negotiation | TBD |
| | 110% - 125% | 101,125 - 114,915 | -€0.5 + Unified Price (Eg, 50.0) | 5,056,250 - 5,745,750 |
| | 90% - 110% | 82,738 - 101,124 | Unified Price (Eg, 50.5) | 4,178,629 - 5,106,762 |
| | 80% - 90% | 73,545 - 82,737 | €3 + Unified Price (Eg, 53.5) | 3,934,658 - 4,426,430 |
| | 70% - 80% | 64,352 - 73,544 | €7 + Unified Price (Eg, 57.5) | 3,700,240 - 4,228,780 |
| | <ul style="list-style-type: none"> Annual Forecasted Volume in Tender RFP = 91,932 Units (Containers/HAWB) Any forecast changes in subsequent contract years will incur pricing as per the 'Unit Volume' outlined in this table (Table-2). | | | |

- Annual True Up
 - At the end of each year, Maersk and Unilever will review the actual volumes of the previous year to calculate potential volume-related payments in either direction as per Table 1 and Table 2 above
 - Note : Table 1 does not apply for retrospective correction (i.e., previous year)
 - Note : The Total volume shipped in previous year is then applied to Table 2, and then revised Unified-Unit-Price is applied (credit/debit of difference is billed), if applicable
- Annual Forecast Adjustments
 - At the end of each year, Unilever will fill the forecasting table (Table-1 format) for the year to come
 - Based on the Geographical Shift in Annual Volume, a new Unified Unit Price will be defined (as illustrated in the earlier page)
 - As a result, every year this process will be applied to structurally and mutually determine the global Unified unit Price for the year to come
 - In the event of geographic variation once the year is completed – no re-adjustment of unified price will be allowed
 - In the case of $\geq 5\%$ average variation in geographical pattern for 2 consecutive years, Unilever will have to perform a Root Cause Analysis and provide the corrected forecast based on these findings
- Annual Inflation Adjustment ()

- Indexation applies to all locations and resources (CoE/CX)
- Up to 3%: To be absorbed by Maersk in full
- 3-7%: Unilever and Maersk to the impact 50:50
- Above 7%: Unilever absorbs the impact in full
- E.g., in case of an 8% annual inflation, the Indexation Rate to Unilever will be 3% (0 + 2 + 1)
- In countries where inflation is below 7%, Inflation adjustments are applied annually based on previous 12 months inflation index, source Worldbank
- In countries where inflation is above 7%, a monthly inflation adjustment will be applied in line with the above.
- Annual SLA Performance Payments
 - The SLA (Service Level Agreement) performance will be tracked Monthly but bi-directional incentives (payments in both directions) will be determined Quarterly
 - However, the proposal is to only make payments in either direction once per year to avoid overhead
- Annual Savings Payments
 - The performance against the committed saving targets are measured on a Monthly basis (Note: Target is per-year)
- However, the bi-directional incentives (payments in both directions) will be determined Annually

| S.No. | FUNCTION | EVALUATION for PREVIOUS YEAR (just completed year) | UNILEVER PAYS | MAERSK PAYS |
|---------------------------------|-----------------------------|---|---|-------------|
| 1 | Annual True-Up | Higher Volume Shipped (€0.5 credit from Table-2 x 20,000 units shipped) | - | €10,000 |
| 2.1 | Annual Forecast Adjustments | Unified Unit Fee Adjusted for Upcoming Year | Unified Unit Fee determined for Next Year Subject to Annual Inflation Adjustment | |
| 2.2 | -do- | Geographical volume variation > 5% for 2 consecutive years | Root Cause Analysis by Unilever | |
| 3 | Annual Inflation Adjustment | Inflation is 8%. Therefore, the inflation applicable to Unilever is 3% (0+2+1) over-and-above S.No. 2.1 | Unified Unit Fee established for Next Year | |
| 4.1 | SLA Performance Payments | Quarter-1: Maersk Below Performance (90%) | - | €10,000 |
| 4.2 | -do- | Quarter-2: No Performance issues (105%) | - | - |
| 4.3 | -do- | Quarter-3: Maersk Below Performance (80%) | - | €15,000 |
| 4.4 | -do- | Quarter-4: Maersk Above Performance (135%) | €20,000 | |
| 5 | Annual Savings Payments | Maersk Above Performance (Gain Share unlocked) | €70,000 | |
| 6 | Exchange Rate | Monthly / Annual Adjustment done on the 'Country Unit Fee' | Applicable based on RoE metrics in earlier page | |
| TOTAL PAYMENT BY ORGANISATION » | | | €220,000 | €35,000 |
| NET PAYMENT » | | | €185,000 Payable by Unilever | |

NET PAYMENT invoice will be generated in the month-after-year-end. If Maersk has to pay, a credit note will be generated the month-after-year-end and will be used to offset any existing overdues.

III. Transition Payment Mechanism

| STAGGERED-PAYMENT-MECHANISM (Implementation, Maersk Investment, Integration) | | | | | | | | |
|--|--|------------|---------------|---------------|--|------------------|------------------|-------------|
| Timeline | Contract Award (CA) | Fixed Date | CA + 3 Months | CA + 6 Months | Start of Phase-1 | Start of Phase-2 | Start of Phase-3 | TOTAL |
| Stage | Stage-1 (Payments are Time-Bound; regardless of delay) | | | | Stage-2 (Payments are due at the Start of a Phase) | | | |
| Approx. Date (if Project goes as per Schedule) | 1 Nov 2021 | 1 Jan 2022 | 1 Feb 2022 | 1 May 2022 | 22 May 2022 | 22 Oct 2022 | 23 Mar 2023 | |
| Sub-Stage | 1.1 | 1.2 | 1.3 | 1.4 | 2.1 | 2.2 | 2.3 | |
| Implementation | € 202,219 | € 500,000 | € 202,219 | € 202,219 | € 202,219 | € 202,219 | € 202,219 | € 1,713,314 |
| Implementation (Maersk Investment) | € 0 | € 0 | € 0 | € 0 | -€ 65,800 | -€ 65,800 | -€ 65,800 | -€ 197,400 |
| Integration | € 27,433 | € 0 | € 27,433 | € 27,433 | € 27,433 | € 27,433 | € 27,433 | € 164,600 |
| Amount Payable by Unilever | € 229,652 | € 500,000 | € 229,652 | € 229,652 | € 163,852 | € 163,852 | € 163,852 | € 1,680,514 |
| <ul style="list-style-type: none"> • Subject to Technology Fee + All other fees outlined in the 'Commercial Model' table • Payments for Stage-1 is Time-Bound; and for Stage-2 is Milestone-Based (Milestone being the Go-Live of each Phase) • Implementation Delay Fee (Applicable on both parties - UL & Maersk) <ul style="list-style-type: none"> ➢ During Stage-1 = Subject to mutual review when the situation arises ➢ During Stage-2 = A fee of €10,000/Week will be levied on the party responsible for any Implementation delays. The delay will be mutually discussed; only after which the invoice will be billed. No delay-fee will be applied upto 1 month of delay. ➢ Implementation delay protocol (to avoid snow-balling fees), <ul style="list-style-type: none"> ▪ 6 weeks delay (over the 1 month buffer): Escalation raised to the Project Lead of the delaying-party ▪ Next 6 weeks delay: Escalation raised to the Executive Sponsor of the delaying-party • UL reserves a right to put Transition on hold; Fee of €100,000 applicable; 1 month notice needed. No penalties being charged upon providing the notice • UL reserves a right to request Remobilization; Fee of €100,000 applicable; 2 months notice needed. (In such scenario, the starting point is the stage at which the transition was put on-hold) • Project Delay for >6 months can trigger a Termination for Convenience; Termination for Convenience Fee applicable on the party requesting the HOLD • Fixed integration fee for LSP (beyond 20 LSPs included in the proposal) <ul style="list-style-type: none"> • €4,200/LSP for Onboarding (new vendor) • €1,000/LSP for Activation (existing vendor) • Delay in implementation does not impact the commercial unit price | | | | | | | | |

IV. Transition Delay Fee (applicable on both parties – Unilever & the Supplier)

- Implementation Delay Fee (Applicable on both parties - Unilever & Maersk)
- During Stage-1 = Subject to mutual review when the situation arises
- During Stage-2 = A fee of €10,000/Week will be levied on the party responsible for any Implementation delays. The delay will be mutually discussed; only after which the invoice will be billed. No delay-fee will be applied up to 1 month of delay.
- Implementation delay protocol (to avoid snow-balling fees),
 - 6 weeks delay (over the 1-month buffer): Escalation raised to the Project Lead of the delaying-party
 - Next 6 weeks delay: Escalation raised to the Executive Sponsor of the delaying-party
- Unilever reserves a right to put Transition on hold; Fee of €100,000 applicable; 1 month notice needed. No penalties being charged upon providing the notice
- UL reserves a right to request Remobilization; Fee of €100,000 applicable; 2 months' notice needed. (In such scenario, the starting point is the stage at which the transition was put on-hold)

- Project Delay for >6 months can trigger a Termination for Convenience; Termination for Convenience Fee applicable on the party requesting the HOLD

Appendix B

Travel and Expenses

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 Purchase Order 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 Projects that take place within a region (travel on the same continent), the travel and expenses (including expenses of the supplier Unilever pays directly) will be capped at 10% of the total value of the Purchase Order.

For global Projects (intercontinental travel), the travel and expenses (including expenses of the supplier Unilever pays directly) will be capped at 10% of the value of the Purchase Order. 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.

Appendix C

Invoicing

Unilever can opt for 1 of the following options for invoicing (and has opted for the Local Invoicing during the Commercial negotiations):

| INVOICING TYPE | PO's from Unilever | INVOICES from Maersk | ADDITIONAL FEE (€) |
|-----------------------|--------------------|-----------------------------------|--|
| Global | 1 per Year | 12 per Year [1 per Month] | None |
| Regional (CoE Region) | 4 per Year | 48 per Year [4 per Month] | None |
| Local (Country) | > 150 per Year * | > 1800 per Year [> 150 per Month] | €2.18 / Unit (approx. €664K/4Years) |

* estimated based on UL locations

For local (country) invoicing:

- There will be an additional invoice charge of €2.18 per container or HAWB will apply

- Above costs are conditional on establishing an invoicing process that does not introduce additional 'hidden' credit days through delays in being able to prepare and send invoice to Unilever (eg PO numbers)
- If systemic invoicing delays are identified, Maersk reserves the right to adjust the credit days accordingly, subject to notification to Unilever
- Maersk reserves the right to adjust and/or eliminate credit for local markets that are consistently delinquent, subject to notification to Unilever
- Unilever to provide a global escalation matrix for finance matters
- Where issues arise, Maersk will first escalate issue through the global escalation matrix provided by Unilever. Unilever and Maersk will mutually agree on a single method to be applied globally for the split of invoicing between origins and destinations
- Volumes will be consolidated and invoiced on the 1st day of the following month (e.g. January shipments will be invoiced in February).
- Volume count for the respective month will be basis Date of Booking request
- Payment terms of 90 days applies exclusively for this business, with the exception of those items Maersk is unable to separate due to our system limitations. In the event Maersk can find a resolution for our internal limitations and/or the business reverts, then the credit for the existing business will also revert back to previous agreed terms, subject to notification to and agreement from Unilever

Appendix D



Commercial Pack -
Maersk - Unilever Inte

Parties agree that the commercial terms of the attached PDF will apply to this Agreement

SCHEDULE 4

HUMAN RESOURCES PROVISIONS

Supplier agrees that in event it is subjected to legislation based on European Directive 2001/23/EC of 12 March 2001 or Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time (“TUPE”), and/or any equivalent laws or regulations in other jurisdictions, Supplier shall at all times be in compliance of such regulations.

The Supplier shall indemnify and keep indemnified Unilever (for itself and on behalf of any Replacement Supplier) and any Replacement Supplier directly from and against any Employment Liabilities suffered or incurred by the Unilever Group or the Replacement Supplier.

A “Replacement Supplier” in the sense of this Schedule 4 means (i) any third party supplier appointed by Unilever to provide services which are identical or substantially similar to any of the Services and which Unilever receives in substitution for any of the Services following the termination or expiry of the relevant Agreement (in whole or in part), or (ii) Unilever if it provides such replacement services itself;

“Employee Liabilities” means all costs, demands, claims, actions, proceedings, damages, payments, losses, liabilities and expenses (including legal expenses) relating to or arising out of the employment and/or termination of employment of the relevant employee(s) including, without prejudice to the foregoing generality, the costs of ongoing employment, and any claims whether brought by the employee(s) or their representative(s);

SCHEDULE 5
CHANGE CONTROL FORM

Please attach additional sheets if more information is required.

| |
|--|
| TO BE COMPLETED BY THE [CUSTOMER['S]] [SUPPLIER['S]] [REPRESENTATIVE] |
| Number: |
| Date of authorisation: |
| Change requested by [Customer] [Supplier] |

| |
|---|
| Full description of authorised change: |
| Implementation date for change: |
| Timetable for implementation: |
| Procedure and/or requirements for acceptance of the implementation of change by Unilever: |
| Effect of change on the Services, Service Charge, Service Levels or any other provision of the Agreement: |
| Agreed costs in implementing change: |

Signed by:

.....
duly authorised for and on behalf of Unilever

Signed by:

.....
duly authorised for and on behalf of the Supplier

SCHEDULE 6

DATA PROCESSING

1. DEFINITIONS AND INTERPRETATION

1.1 In this Schedule:

“Controller”, **“Data Subject”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processing”** (including the derivatives **“Processed”** and **“Process”**) and **“Processor”** have the meaning given to them in the GDPR.

“CCPA” means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq;

“Data Protection Laws” means any applicable law relating to the Processing of Personal Data and e-privacy including: (i) European Parliament Regulation (EU) 2016/679 (the **“GDPR”**); (ii) any corresponding national laws or regulations including any laws

implementing the GDPR; (iii) the CCPA; and (iv) any corresponding guidance, codes or certification mechanisms of the relevant regulator or supervisory authority regarding such laws;

“Data Protection Losses” means all liabilities and amounts, including all: (i) costs (including legal costs), claims, demands, actions, settlements, losses and damages; (ii) regulatory fines, penalties and Data Subject compensation; and (iii) costs of rectification or restoration of Unilever Personal Data;

“including”, “includes” means “including/includes without limitation”;

“Model Clauses” means the standard contractual clauses annexed to EU Commission Decision 2010/87/EU of 5 February 2010 (as updated/replaced from time to time) or, if applicable and legally sufficient, any equivalent issued by a corresponding regulator and/or government;

“UGC” means Unilever Group Company; and

“Unilever Personal Data” means Personal Data provided or made available to the Supplier by (or collected or created for) Unilever or a UGC in connection with this Schedule, including as further identified in Appendix 1 of this Schedule.

- 1.2 A reference to “Unilever” in this Schedule means any UGC that is the Controller of the Unilever Personal Data.
- 1.3 To the extent of any inconsistency, the order of precedence is: (1) the Model Clauses and (2) this Schedule.
- 1.4 Reference to laws: (i) includes all corresponding subordinate legislation; and (ii) means that law as amended or re-enacted from time to time. An obligation to perform “in accordance with Data Protection Laws” (or similar) means in accordance with the corresponding Data Protection Laws in force at the time of performance.
- 1.5 Where the Processing of Unilever Personal Data is subject to the GDPR, a reference to a “legal obligation” in this Schedule means an obligation pursuant to Union or Member State law.

2. PROCESSING OF UNILEVER PERSONAL DATA

- 2.1 The parties agree and acknowledge that:
 - 2.1.1 Unilever is the Controller of the Unilever Personal Data;
 - 2.1.2 where the GDPR applies, the Supplier is a Processor of the Unilever Personal Data; and/or
 - 2.1.3 where the CCPA applies, the Supplier will act as a “Service Provider” (as such term is defined in the CCPA) in the performance of the Services.
- 2.2 The Supplier shall only Process the Unilever Personal Data in accordance with the documented instructions of Unilever, including in relation to the transfer of Unilever Personal Data to a third country, unless it is under a legal obligation to do so and, in any such case, the Supplier shall notify Unilever of that legal requirement prior to Processing,

unless that law prohibits the disclosure of such information on important grounds of public interest.

2.3 The Supplier shall:

- 2.3.1 comply with and Process all Unilever Personal Data in accordance with applicable Data Protection Laws;
- 2.3.2 immediately notify Unilever in the event that any of its instructions infringe the Data Protection Laws;
- 2.3.3 co-operate and assist Unilever with any data protection impact assessments and consultations with, or notifications to, or responding to questions from or investigations by regulators or supervisory authorities regarding the Unilever Personal Data;
- 2.3.4 promptly (and in any event within two business days) forward to Unilever and otherwise cooperate with and assist Unilever promptly with any Data Subject requests under Data Protection Laws and/or any other complaints or claims relating to the Processing of Unilever Personal Data;
- 2.3.5 maintain a record of all categories of Processing activities, consistent with the requirements of Data Protection Laws, promptly making the record available on request to Unilever; and
- 2.3.6 not retain, use or disclose Unilever Personal Data for any other commercial purpose other than providing the Services to Unilever.

2.4 Supplier personnel

- 2.4.1 The Supplier shall ensure the reliability of its personnel (which includes those of its authorised subcontractors) and that they: (i) receive adequate compliance training; (ii) will only Process Unilever Personal Data in compliance with this Schedule; and (iii) are subject to an appropriate contractual or statutory duty of confidentiality.

2.5 Deletion or return of Unilever Personal Data

- 2.5.1 The Supplier shall cease Processing Unilever Personal Data when it is no longer necessary to do so to provide the Services and/or within 15 business days of Unilever's instruction to do so. At Unilever's option, the Supplier shall securely delete or return the Unilever Personal Data, unless storage of the Unilever Personal Data is required under applicable law.

2.6 Representative Related Information

- 2.6.1 The parties may, individually as separate Controllers (or pursuant to the CCPA, as separate Businesses), need to Process Personal Data of each other's representatives including in order to: (a) resolve disputes relating to this Schedule; and/or (b) comply with legal obligations. Each party shall conduct such Processing in accordance with their respective privacy policies.

3. CCPA RESTRICTIONS AND OBLIGATIONS

3.1 The following provisions apply to Unilever Personal Data to the extent it is subject to the CCPA:

- 3.1.1 the Supplier shall not "sell" (as such term is defined in the CCPA), disclose, release, transfer, make available or otherwise communicate any Unilever Personal Data to another business or third party without the prior written consent of Unilever unless and to the extent that such disclosure is made to an authorised subcontractor in accordance with the terms of this Schedule. Notwithstanding the foregoing, nothing in this Schedule shall restrict the Supplier's ability to disclose Unilever Personal Data to comply with applicable laws or as otherwise permitted by the CCPA; and
- 3.1.2 the Supplier shall promptly (and in any event within two Business Days) forward to Unilever and otherwise cooperate with and assist Unilever promptly with any request from a Data Subject relating to the Data Subject's right of access, right to knowledge, right of deletion, or right to opt out of "sale" (as such term is defined in the CCPA).

4. SECURITY

- 4.1 The Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures, internal controls and information security routines to protect Unilever Personal Data against a Personal Data Breach. The Supplier shall ensure a level of security appropriate to the risk of Processing the Unilever Personal Data. The Supplier shall also cooperate and assist Unilever with its security obligations under the Data Protection Laws.
- 4.2 The Supplier shall furthermore put in place and comply with the security measures set out in Schedule 7 (*Information Security*).

5. NOTIFICATION AND PERSONAL DATA BREACHES

5.1 If the Supplier becomes aware of or reasonably suspects the occurrence of a Personal Data Breach, it shall without undue delay (and in any event within 24 hours of the identification of any such Personal Data Breach):

5.1.1 notify Unilever, providing all relevant information, as required under Data Protection Laws, including:

- (a) the nature of the Personal Data Breach including, where possible, the approximate number of affected Data Subjects and the volume and/or number of Unilever Personal Data records;
- (b) any existing or anticipated involvement of regulatory authorities; and
- (c) any measures taken, or that the Supplier recommends, to deal with the Personal Data Breach and/or its adverse effects,

if the Supplier cannot reasonably provide all required details within such timeframe, it shall immediately inform Unilever of the grounds for delay and expected timeframe (which may be phased) and provide subsequent updates;

- 5.1.2 investigate the Personal Data Breach and provide Unilever with detailed related information;
- 5.1.3 take all reasonable steps itself and also provide all reasonable assistance to Unilever, to remediate or mitigate any actual or potential damage from a Data Breach (including supporting any Unilever response plan) and to prevent re-occurrence (which may include removal of service personnel); and
- 5.1.4 as directed by Unilever, cooperate in informing the relevant supervisory authorities or affected Data Subjects.

6. SUBCONTRACTORS

- 6.1 The Supplier shall not permit subcontractors, or its group companies, to Process Unilever Personal Data without Unilever's prior written consent. Subcontractors and group companies currently authorised to Process Unilever Personal Data, and their scope of Processing, are set out in Appendix 1 of this Schedule.
- 6.2 The Supplier shall ensure subcontractors (including its group companies) are contractually bound to substantially the same, but no less onerous, obligations as contained in this Schedule and shall remain fully liable to Unilever for a subcontractor's performance, as well as for any of its acts or omissions relating to its Processing of Personal Data, as if they were its own.
- 6.3 The Supplier shall carry out adequate prior due diligence to ensure each subcontractor is capable of meeting the data privacy requirements of this Schedule (promptly providing evidence of this to Unilever on request).

7. TRANSFERS OF DATA

7.1 Transfers from the EU/EEA/UK to countries outside the EU/EEA

Unilever Personal Data may only be transferred from the EU/EEA to outside the EU/EEA or an international organisation, or from the UK to any country outside of the EU/EEA or an international organisation, where:

- 7.1.1 Unilever has consented in writing to that transfer;
- 7.1.2 the entity receiving the Unilever Personal Data: (i) is located in a country with a current EU Commission finding of adequacy of Personal Data protection and/or, in relation to transfers from the UK to any country outside of the EU/EEA, a finding of adequacy of Personal Data protection by the appropriate authorities in the UK or pursuant to an existing EU Commission finding of adequacy providing such decisions remains valid and lawful in the UK; or (ii) has entered into the Model Clauses with Unilever or an alternative binding arrangement approved by relevant supervisory authorities for such transfer of Personal Data (e.g. Binding Corporate Rules) with the exporting party (whether the Supplier or Unilever); and
- 7.1.3 any necessary related statutory approvals required to be obtained by Supplier (or its subcontractor) as a Processor have been obtained.

7.2 **Other transfers out of originating country**

For transfers not covered by clause **Error! Reference source not found.**, the Supplier may only transfer Unilever Personal Data outside of the originating country where any such transfer complies with applicable Data Protection Laws.

7.3 **Assessment of International Data Transfers**

The Supplier shall conduct and maintain throughout the term of this Agreement an international data transfer assessment (“**Transfer Assessment**”) that demonstrates its compliance with the terms of this Agreement and, where applicable, the Model Clauses, in relation to the specific processing operations of the Supplier, including by its affiliates and subcontractors. The Supplier shall make such Transfer Assessment available to Unilever upon request.

7.4 **Supplementary safeguards**

Where the Supplier transfers Unilever Personal Data from the EU/EEA and/or UK to a third country, it shall comply with the supplementary safeguards agreed between the parties and set out in [Schedule / Appendix 1] and/or the Model Clauses.

8. **GOVERNMENT OR PUBLIC AUTHORITY REQUESTS FOR PERSONAL DATA**

8.1 **Access by intelligence services**

The Supplier warrants that Supplier and its sub-contractors that have access to Unilever Personal Data; (i) are not subject to the provisions of United States of America Section 702 Foreign Intelligence Surveillance Act and/or United States of America Executive Order 12.333, (ii) are not subject to any other law that could be seen as undermining the protection of personal data under the Data Protection Laws; and (iii) have appropriate technical and organisational measures for the processing operations which ensure that mass and indiscriminate processing of personal data by or on behalf of public authorities in transit is not conducted.

8.2 **Notification**

Subject to clause 8.3, where the Supplier or any sub-contractor receives a legally binding request from any government, public authority and/or any other third party of any country (or anybody with delegated authority for any of them) for access to Unilever Personal Data ("Disclosure Request"), the Supplier shall promptly notify Unilever of the Disclosure Request, and such notification shall include information about the Unilever Personal Data requested including; the requesting authority, the legal basis for the request and the response provided. The Supplier shall provide such reasonable assistance as

Unilever requires in connection with the Disclosure Request, including in connection with the initiation of court or other legal proceedings by Unilever.

8.3 Prohibition from notification

If the Supplier is prohibited from notifying Unilever under the laws of the country of the requesting government, public authority and/or third party, the Supplier shall use its best efforts to obtain a waiver of the prohibition, with a view to communicate as much information and as soon as possible. The Supplier agrees to document its best efforts in order to be able to demonstrate them upon request of Unilever.

8.4 Review of legality of Disclosure Request and data minimisation

The Supplier shall:

8.4.1 review, under the laws of the country of the requesting government, public authority and and/or third party, the legality of the Disclosure Request, notably whether it remains within the powers granted to the requestor, and to exhaust all available remedies to challenge the request if, after a careful assessment, it concludes that there are legal grounds to do so. When challenging a Disclosure Request, the Supplier shall seek interim measures with a view to suspend the effects of the Disclosure Request until the court has decided on the merits. It shall not disclose the Unilever Personal Data until required to do so under the applicable procedural rules;

8.4.2 document its legal assessment as well as any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make it available to Unilever. It shall also make it available to the competent supervisory authority upon request; and

8.4.3 provide the minimum amount of information permissible when responding to a Disclosure Request, based on a reasonable interpretation of the request.

9. INFORMATION AND AUDIT

9.1 The Supplier shall comply with all reasonable requests or directions of Unilever to verify and evidence its compliance with its obligations under this Schedule.

9.2 Subject to reasonable written advance notice (save: (i) where there are grounds to suspect a Data Breach, or (ii) due to a lawful instruction of a regulator or supervisory authority), Unilever, other UGCs and/or their qualified representatives (subject to reasonable confidentiality undertakings) may conduct during normal working hours (unless otherwise instructed by a regulator or supervisory authority) periodic security scans, inspections and/or audits of Supplier's (and/or its subcontractors') systems and processes relating to the Unilever Personal Data at any relevant Supplier premises.

9.3 A UGC may share information obtained via the above with other UGCs, its professional advisors, regulators or supervisory authorities and any recognised stock-exchange on which the UGC is listed.

9.4 Without limiting other remedies, if a scan, audit or inspection reveals any Supplier non-compliance with its data protection obligations, the Supplier shall:

9.4.1 promptly resolve, at its own cost and expense, such non-compliance and take appropriate measures to prevent re-occurrence;

9.4.2 pay the reasonable costs of the UGC (s) and their qualified representatives for the corresponding scan, audit and/or inspection.

10. INDEMNITY

10.1 The Supplier shall protect and indemnify Unilever and each relevant UGC on demand and at all times keep them protected and indemnified, to the fullest extent permitted by applicable law, in respect of all Data Protection Losses suffered or incurred by Unilever, or a UGC or their agents, including arising directly or indirectly from or in connection with:

10.1.1 any breach by the Supplier of its obligations under this Schedule; or

10.1.2 the Supplier (or any person acting on its behalf) acting outside or contrary to the lawful Processing Instructions of Unilever.

Any financial caps or exclusions on liability set out elsewhere in the Agreement do not apply to this indemnity.

Appendix 1

Processing Information

11. NATURE AND PURPOSE OF THE PROCESSING:

The context for and purposes of the Processing of Unilever Personal Data is the Supplier's provision of the Services under the Agreement.

12. DURATION OF PROCESSING:

Processing of the Unilever Personal Data by the Supplier shall be for up to the period of the Agreement and following termination or expiry as required to comply with the deletion/return obligations in this Schedule.

13. PERSONAL DATA IN SCOPE:

The Supplier may Process the following types/categories of Personal Data:

- *personal details, contact details, family details, lifestyle and social circumstances, financial or payment details, employment information and data analytics*

14. PERSONS AFFECTED (DATA SUBJECTS):

The group of Data Subjects affected by the Processing of their Personal Data consists of:

- *customers and clients, employees and staff, suppliers or contractors, consultants or other professional experts*

SCHEDULE 7

INFORMATION SECURITY

1. PURPOSE

The purpose of this Schedule 7 is to establish minimum information security requirements for Supplier as defined in the Agreement between Unilever and Supplier.

2. DEFINITIONS

In this Schedule 7, the following definitions apply, unless the context otherwise requires:

| | |
|-------------------|--|
| UGC | any company that is an Affiliate of Unilever Plc or Unilever NV. “Affiliate” means in relation to a party any entity which, directly or indirectly, controls or is controlled by, or is under common control with, that party, where control is the possession, directly or indirectly, of (a) alone or pursuant to an agreement with other members, a majority of the voting rights in it, (b) the power to direct or cause the direction of the management or operating policies of the entity through the exercise of voting rights, contract, trust or otherwise, or (c) a right to appoint or remove the majority of the directors of the entity, and “Affiliates” means any of them. |
| Unilever Data | Data relating to any UGC (including financial, operational, supply chain, customer and other related forms of data) or any supplier of any UGC provided or made available to Supplier or any other Supplier Group Company under this Agreement or any Local Service Agreement and shall include all data generated pursuant to this Agreement. For the sake of clarity, Unilever Data includes Confidential Information as defined in the Agreement and Personal Data as defined in this Schedule 7. |
| Personal Data | any information provided by or on behalf of Unilever to Supplier relating to an identified or an identifiable natural person (“data subject”) being one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity, or as otherwise defined under applicable Data Protection Legislation. |
| ISO 27001 | ISO 27001:2013, an information security standard published on 25 September 2013, published by the International Organization for Standardization and the International Electrotechnical Commission (as may be updated from time to time). |
| Security Incident | occurs where (i) Unilever Data is intentionally or unintentionally disclosed to an unauthorized environment or recipient, or (ii) there is an unauthorized access of Unilever Data and/or to Unilever Systems including but not limited to applications, services, networks, and /or devices, or there is an attempt to do (i) or (ii). |

| | |
|------------------|--|
| Unilever Systems | the software and other electronic, computer and information communications technology devices and equipment owned, supplied, operated and/or developed for Unilever, or its Affiliate and/or any of its Sub-contractors as varied, updated and renewed from time to time including all networks, servers, hosted applications or data centres and any equipment contained therein. |
|------------------|--|

1. ORDER OF PRECEDENCE

In case of a conflict or inconsistency between the provisions of this Schedule and the main terms of the Agreement, the provisions contained in this Schedule shall prevail in relation to the subject matter to the extent of the inconsistency, provided always that nothing in this Schedule shall permit Supplier (or any Subcontractor) to access Unilever Data and/or Unilever Systems in a manner which is prohibited by the Agreement.

2. STANDARDS COMPLIANCE

Supplier shall ensure that their security management practices align with recognised best practice as set out in industry standards as applicable to the Supplier's scope of business and Services such as:

- i. NIST Framework;
- ii. ISO 28000; or
- iii. any standards replacing and or updating the same.

The Unilever information security team may request evidence of compliance to the above standards in the form of SOC2 Type II report on an annual basis upon written request, or review and confirm the adequacy of the Supplier's security management measures in relation to the provision of the Services

3. ORGANISATIONAL COMPLIANCE

Supplier shall implement, maintain and operate (i) infosec policies and standards; and (ii) infosec functions and processes, including the publication of such information security policies to ensure compliance with the requirements of this Schedule across the Supplier group and applicable Subcontractor(s).

4. GOVERNANCE

Supplier shall appoint a single point of contact for information security (the "**Supplier Information Security Representative**"), who is independent of, is not a part of and does not report into the Supplier's project and/or operations team. The Supplier Information Security Representative must:

- (a) arrange security governance reviews with Unilever at the agreed frequency, where required by Unilever;
- (b) clearly communicate points of contact and escalation to ensure priority security concerns are addressed;
- (c) provide security reports to Unilever across the services at a mutually agreed frequency. These shall provide an executive summary level view, details of areas of concern and supporting remediation and action plans. The format of these reports will be agreed with the Unilever security team.

5. INFRASTRUCTURE SECURITY & ASSURANCE

- (a) Supplier shall continuously assess security risks to the Services and report any changes in such risk status, along with a detailed assessment and recommended mitigation controls and actions, without undue delay to the Unilever security team. Any urgent risks to Unilever Data and/or Unilever Systems must be highlighted by the Supplier Information Security Representative to Unilever immediately on identification.
- (b) During the term of the Agreement, Supplier shall arrange for any testing to be undertaken by an industry best practice independent third party ("Third Party"). To the extent that Supplier accesses Unilever Data to provide Services:

A. Penetration Testing.

- i. During the term of the Agreement, Supplier shall perform penetration testing by an industry best practice independent third party chosen by Supplier ("Third Party").
- ii. Upon Unilever's request, but not more than once per calendar year, Supplier will share with Unilever the executive level summary of such penetration tests.

B. Vulnerability Scanning.

Supplier shall perform vulnerability scans as per its own vulnerability management policy, to the extent applicable to the scope of the Services under the Agreement. Supplier shall provide to Unilever no more than once per annum upon written request from Unilever the latest SOC2 Type II report as evidence that such tests have been duly conducted by Supplier.

6. INCIDENT MANAGEMENT

Supplier shall:

- (a) operate its own documented incident management and investigation processes as updated from time to time.

- (b) comply with *Unilever's Cyber Security Incident Reporting & Investigation Guidelines for 3rd Party Suppliers* to report on actual Security Incident as further defined in Sub-Appendix A.
- (c) inform Unilever of any known Security Incident, that affects, the security of Unilever Data.
- (d) ensure that all known Security Incidents are reported in accordance with *Unilever's Cyber Security Incident Reporting & Investigation Guidelines for 3rd Party Suppliers* and the provisions below, documenting all actions taken to contain, investigate and remediate the Security Incident (including dates, times and individuals involved).
- (e) ensure it conducts incident handling and investigation on a confidential and 'need to know' basis.
- (f) provide all reasonable co-operation with any Security Incident investigation by a UGC, including (i) making Supplier personnel available; (ii) providing data and other information; and (iii) providing Subcontractor cooperation; and
- (g) Unilever within 36 hours of becoming aware of such Security Incident. Supplier shall investigate and report to Unilever on the cause of the breach, including proposed corrective action within 72 hours of the Security Incident. Unilever shall, where reasonably requested by Supplier (or, if not so requested, at its discretion), provide reasonable co-operation and assistance in connection therewith.

7. ACCESS MANAGEMENT

Supplier shall ensure:

- (a) it validates the identity of any Supplier personnel (including Subcontractor personnel) authorised to access Unilever Systems/Data - providing, on request by Unilever, their names plus the required and actual levels of access.
- (b) Supplier personnel have the minimum required system/data access, read and change rights to carry out their duties (with any changes in rights subject to change management). Supplier shall restrict use of shared accounts in line with Unilever Cyber Security Standards.
- (c) access to the Unilever Systems/Data are governed by the security controls set out or derived from Supplier security policies and standards and that breach of these controls policies leads to appropriate personnel disciplinary action.
- (d) if remote access to Unilever Data and/or Unilever Systems is required, it uses a Unilever approved method, when connecting. Unilever reserves the right to monitor all systems used by Supplier to connect to Unilever networks or access Unilever Data.

8. SECURITY REVIEW

- (a) Supplier shall permit Unilever personnel, authorised representatives and any party to whom Unilever is legally obliged to provide access or audit rights, to review and assess Supplier's compliance with this Schedule ("Security Review"). Security Reviews may involve access to Supplier controlled premises (including those of Subcontractor(s)), extracting or examining Unilever Data, inspecting

security risk management controls and procedures, and interviewing Supplier personnel.

- (b) Supplier shall permit Unilever authorised representatives to conduct a security assessment to identify, analyse and evaluate the Supplier information security procedures/processes that reduces risks related to confidentiality, availability, and integrity of information in an organization (“Security Assessment”) in accordance with the requirements of this clause.
- (c) A Security Review and/or a Security Assessment shall be conducted no more than once per annum, save where there are reasonable grounds to suspect unauthorised use or breaches of the security of Unilever Data and/or Unilever Systems, in which case supplementary Security Reviews may be conducted upon no less than 5 working days advance, written notice.

9. SUBCONTRACTOR(S)

- (a) The Supplier must ensure that a risk-based process is used to govern the selection and management of subcontractors that provide Service to Unilever. If the subcontractors are changed during the Term, the Supplier must ensure that this will not result in a degradation of Services. Any change in subcontractors must be notified to Unilever immediately. Supplier warrants that the license agreement in relation to the bespoke platform software that its Subcontractor (e.g. E2Open) has developed for Supplier shall not be terminated and shall not expire during the term of this Agreement.
- (b) The Supplier must ensure that Cyber Security and data privacy requirements are embedded in third party contracts and these commitments are reasonably monitored throughout the relationship
- (c) Supplier shall ensure that the Subcontractor complies with and is bound by the requirements which are substantially similar to this Schedule 7. Supplier shall be responsible for all acts and omissions of each of its Subcontractors which shall be treated as if they were the acts or omissions of Supplier itself.
- (d) In the event Maersk's relationship with E2Open terminates, regardless of reason, except if explicitly requested by Unilever, Maersk will continue to provide the Services and mitigate any impact by taking immediate recovery actions. Maersk will also identify a suitable system replacement and notify Unilever thereof within 30 days from a termination event to allow the contractual IT assessments to be conducted by Unilever, including information security and cyber security. Any necessary replacement system will be implemented within 90 days.

10. SHARED SERVICES

Supplier shall ensure logical separation of (i) Unilever Data from all other data and information held by the Supplier and its Subcontractor(s); and (ii) the network that processes Unilever Information, including printing facilities, from Supplier's other networks.

11. BUSINESS CONTINUITY MANAGEMENT

- (a) Supplier shall have a documented business continuity and disaster recovery plan (“**BC DR Plan**”) to maintain emergency and contingency plans for the facilities in which Supplier information systems that process Unilever Data are located, which shall be tested at least annually. The results of testing along with summary gaps, corrective action plan and timelines for action shall be shared with Unilever upon request.
- (b) Supplier’s redundant storage and procedures for recovering data shall be designed to attempt to reconstruct Unilever Data in its original state from before the time it was lost or destroyed.

12. OBLIGATIONS ON TERMINATION

- (a) Upon termination or expiry of the Agreement, Supplier shall promptly and securely, within 15 Business Days of that termination/expiry date, either (as directed by Unilever):
 - i. destroy Unilever Data in Supplier's (including Subcontractors') possession or control. However, Supplier shall retain and properly store during the term of the Agreement and following termination or expiry for at least seven years thereafter, all financial or other information where required by applicable law; or
 - ii. purge Supplier (and sub-contractor) systems of, and deliver to Unilever, in Unilever's chosen format, on media free of viruses, all copies of Unilever Data in its (including Subcontractors') possession or control;
 providing written confirmation of having completed the above (including with respect to its Subcontractor(s)) within that timeframe.
- (b) Supplier shall also ensure upon such termination or expiry that no Unilever asset is retained by the Supplier or any Subcontractor, unless approved by Unilever in writing.
- (c) In the case of termination or expiry of a purchase order, statement of work or equivalent (an 'order') the above requirements of this section shall apply to all Confidential Information, assets, desktops and servers specific to that order.

Appendix A

Unilever Cyber Security Incident Reporting & Investigation Guidelines for 3rd Party Suppliers

Supplier shall ensure to Unilever that all cybersecurity and business continuity incidents are promptly reported and appropriately investigated.

This document provides our 3rd parties with clear guidance on Unilever's expectations as to when and how they will report Security Incident, and how incidents affecting Unilever assets will be investigated and managed. Detail is also provided on the roles and respective responsibilities for Unilever and our 3rd party stakeholders, including key requirements for forensics investigations where required.

The term Cybersecurity for the purpose of this document is defined as the body of technologies, processes and practices designed to protect networks, computers, programs and data from attack, damage or unauthorized access. Such controls are in place to prevent/limit harm to Unilever's systems and data, as well as to individuals or brands in financial, intellectual or reputational terms or any other loss as an impact of the incident.

1. Intended Audience

This document is for suppliers with access to or who support Unilever systems, or who process Unilever Data/information. It is expected that specific IT and/or Cybersecurity roles at the supplier will fulfil the responsibilities described, with support from other resources e.g. business continuity experts, crisis management experts.

2. What to Report

All suppliers engaged by Unilever are required to report actual / confirmed breaches or compromises affecting Unilever Data, or environments where Unilever Data is stored and/or processed.

Examples of such security events may include (but are not limited to) the following:

Compromised computing resources, which includes:

- *System (OS) account compromises*
- *User account compromises*
- *Point-of-sale intrusions*

Email-facilitated compromise resulting from:

- *Unsolicited Commercial Email (UCE), more commonly known as "spam"*
- *Phishing Emails seeking recipient's user credentials or personal information*

Attacks on web applications through:

- *Cross site scripting (XSS)*
- *SQL injection*
- *DDoS attacks*

Network and network resource incidents, including:

- *Network scanning activity*

- *Denial of Service attacks*

Resource misconfiguration incidents, including:

- *Attacks on open proxy servers and anonymous FTP servers*
- *Vulnerable software configurations that may result in a future compromise*
- *Abuse via web forms and blog sites*
- *Misuse of licensed resources*

Malware related attacks such as:

- *Ransomware*
- *Worm infections to significant number of users*

Other types of incident:

- *Copyright Infringement Reports*
- *Misuse of privileges by rogue employee or other insiders*
- *Physical Loss or Theft of Equipment*
- *Major business disruption (Disaster Recovery scenario)*

3. When to Report It

Supplier shall report Security Incident through the appropriate channel in accordance with the timescales set out within the relevant contractual agreement.

The table below in Appendix A provides an indication of how Unilever will internally classify the severity of cybersecurity incidents. This information is provided to aid suppliers in accurately reporting incidents involving Unilever Data or systems. The Unilever ISOC Manager will make the ultimate decision on Unilever's classification with respect to incident priority.

4. How to Report It

As a general principle, the supplier must *directly* inform Unilever's ISOC (Intelligent Security Operations Centre) of any incidents or investigations affecting Unilever systems or data. Contact must be via email and a supporting phone call using the contact details provided below.

Unilever's ISOC (Intelligent Security Operations Centre) at E-mail: ISOC@unilever.com

Landline: +91 803 915 0065 / +91 803 915 0066

Mobile: +91 734 928 1716 / +91 734 928 1719

Suppliers must always ensure that they provide ISOC with the name and contact details of the Supplier's normal Unilever business contact.

This direct contact will allow Unilever to provide a prompt response, enable appropriate investigation and to fulfil its obligations in respect of regulatory notification under national Data Protection law and multinational regulations such as the European Union's General Data Protection Regulations.

Notification should also be provided the Supplier's key Unilever business contact. The Unilever business contact will then take appropriate internal action to notify additional Unilever stakeholders as necessary.

Legally Reportable Incidents

This guideline does not supersede any local, national or international legal requirements regarding incident notification and does not absolve suppliers from any other compliance responsibilities to notify different Unilever stakeholders.

Incident Investigation Approach

Unilever expects all suppliers to conduct their investigations in line with their own formally documented procedures. Unilever may request further information in relation to an incident in order to seek assurance that adequate investigation and remediation measures have been undertaken. Unilever expects all such investigations to be treated and handled as confidential with communication conducted on a strictly need to know basis.

The responsibility for an investigation by a supplier should be handled by a technically competent "Cyber Security Investigation Lead" or equivalent role. The supplier's Investigation Lead is responsible for undertaking a thorough incident analysis, including use of forensic techniques where appropriate, and identifying those corrective actions required. The Investigation Lead is required to provide a completed root cause analysis to their Unilever business contact (or to the Unilever ISOC for incidents involving personal data.)

Unilever reserves the right to engage with the affected supplier and actively support any cyber incident investigation where justified by the:

- 1) Criticality of the Unilever Data affected.
- 2) Impact to the Unilever Operations.
- 3) Potential reputational impact to Unilever.
- 4) Impact on Unilever's compliance with Government and regulatory requirements.

Unilever Incident Classification

The below indicative table is provided to suppliers for information purposes only. It sets out the classification approach Unilever uses internally for incidents.

| Category | Definition |
|---------------|--|
| Crisis | Third party is no longer able to control the critical external dynamics of the situation. A whole geographical region affected. A large number of assets or critical assets are attacked in quick succession. For example, 1 or 2 critical IT servers being affected every hour, or 100 or more assets are attacked |
| Critical / P1 | Confirmed compromise of a key IT asset, Restricted or Confidential information, authentication credentials to systems holding this information, or security event leading to a loss of service on a critical system, any event resulting in significant business impact, lost revenue, global impact to users or the network infrastructure, |

| | |
|-------------|---|
| | confirmed targeted external attack on third party systems or network, confirmed compromise of security infrastructure (e.g. firewall, IPS). |
| High / P2 | Suspected compromise of a key IT asset, Restricted or confidential information authentication credentials to systems holding this information, or security event leading to a loss of service on a significantly critical system, confirmed external attack on third party systems or network, New (unknown) malware infection. |
| Medium / P3 | Suspected compromise of Confidential information, confirmed compromise of any Unilever information, security event leading to a loss of service on any important system, known malware infection to 10 or more client devices |
| Low / P4 | Suspected compromise of any Unilever information, Known malware infection to 10 or more client devices. No Impact, Indications that the reported incident is a false positive. |

**SCHEDULE 8
AMENDMENT AGREEMENT (PROFORMA)**

[SUPPLIER NAME AND ADDRESS]

[DATE]

Dear Sirs,

Variation of contract

We refer to the agreement between [] (the “**Supplier**”) and Unilever Business & Marketing Support AG (“**Unilever**”) for the provision of [INSERT DESCRIPTION OF SERVICES] dated [] (the “**Framework Agreement**”).

The parties intend to amend the Agreement as set out in this letter with effect from the date of this letter (“**Variation Date**”).

In this letter, expressions defined in the Agreement and used in this letter have the meaning set out in the Framework Agreement.

The Framework Agreement is amended as follows:

[INSERT DETAILS OF AMENDMENTS]

This letter may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each of the parties has executed at least one counterpart. Each counterpart shall constitute an original of this letter, but all the counterparts shall together constitute but one and the same instrument.

Please sign and return the enclosed copy of this letter to acknowledge your agreement to the variation of the Framework Agreement.

Yours faithfully,

.....
for and on behalf of Unilever Business & Marketing Support AG

We agree to the variation of the Framework Agreement with effect from the Variation Date on the terms set out above.

Signed
for and on behalf of the Supplier

Date

EXECUTION:

IT IS AGREED and signed in two originals:

*sign
here*

*sign
here*

.....

.....

For Unilever

For the Supplier

Print Name:

Print Name:

Job Title:.....

Job Title:

Place:

Place:.....

Date:

Date:.....

SCHEDULE 9

KEY COMPETITORS

The following companies / groups and the affiliates of each of them:

Avon Product
Beiersdorf
Cadbury Schweppes
Campbell Soup Company
Celestial Seasonings
Church & Dwight
Clorox
Colgate-Palmolive Company
ConAgra Foods
Danone
Edgewell Personal Care
Estee Lauder
H J Heinz
Henkel
ITC Ltd
J M Smucker Company
Johnson & Johnson
Kao Corporation
Kerry
Kimberly-Clark
Kraft
L'Oreal
Lion Corporation
Mondelez
Nestle
Newell Brands
Orkla
PepsiCo
Procter & Gamble Company
Reckitt Benckiser
Shiseido
Tata Tea
The Coca Cola Company
Twinings

SCHEDULE 10 TRANSITION

1. INTRODUCTION

2. OBJECTIVE

This Schedule sets out Supplier responsibilities for the Transition and migration of the Services from the Unilever Group and/or the Previous Supplier to Supplier in accordance with the Global Implementation Plan.

3. GLOBAL IMPLEMENTATION PLANS

Supplier shall perform the Transition Services and activities attributable to Supplier and set out in this Schedule and Appendix A (*Transition Services*) to this Schedule, (including the activities set out in the Global Implementation Plans).

In the event that there is any conflict or inconsistency between this Schedule and any other Appendices, attachments or exhibits to this Schedule, then this Schedule shall prevail. Supplier shall take primary responsibility for the coordination of the activities of both parties, as is necessary to ensure that operational responsibility for the Services in their transformed state is successfully transitioned to Supplier on schedule and that minimal disruption to Unilever's business is caused.

4. DEFINITIONS

Capitalised terms used but not defined in this Schedule shall have the meanings set out in Schedule 1 (*Definitions, Interpretation and References*).

5. TRANSITION OVERVIEW & OBJECTIVES

5.1 Objectives

The primary objectives of the Transition Project are:

Services: to Transition the Services to Supplier with no or minimal disruption or degradation of Service to End Users;

Processes: to implement any technology and processes required to provide the Services to End Users; and

Governance: to establish the commercial and service relationships between Unilever and Supplier prior to operational responsibility for the Service passing to Supplier in an In-scope Country;

to ensure all necessary due diligence is carried out to facilitate the execution of a Local Services Agreement in each In-scope Country.

5.2 Transition Project

Supplier and Unilever Transition Project Managers will undertake a transition project (the "**Transition Project**") to deliver the Global Implementation Plan. The Transition

Project shall start on the Effective Date and be completed in 2023 or as otherwise mutually agreed by the parties during the Transition Project. The Transition Project shall encompass all the Unilever and Supplier Transition activity required for the actual transfer of Services to Supplier and to implement the Services in their "to be" state.

6. TRANSITION PLANS

6.1 Long Stop Date

The Transition Project and all related activities identified within the Country Project Plan shall be completed within a finite time period. For any Transition Project within an In-scope Country the completion of Stabilisation shall occur within a period of no longer than six (6) months. In the event that the Transition Project for an In-scope Country is unable to complete Stabilisation within this time period then, Unilever shall have the right to Terminate the Local Services Agreement in the relevant In-scope Country.

6.2 Supplier Global Implementation Plan Responsibilities

6.2.1 Supplier Program Director and supplier regional project managers, and Unilever Program Managers and regional/local project managers and their respective teams shall perform the Transition Project in accordance with the Global Implementation Plan and Appendix A (*Transition Services*) to this Schedule.

6.2.2 If any Services, functions or responsibilities not specifically described in this Schedule:

- are an inherent or customary part of the Transition Services and/or are inherent subtask required for the proper performance or provision of the Transition Services in accordance with this Schedule; or
- are the same as or similar to the Transition Services that were previously delivered in the In-scope Countries for which Supplier is the Previous Supplier,

then, they shall be deemed to be included within the scope of the Transition Services to be delivered for the Transition Charges, as if such Services, functions or responsibilities were specifically described in this Schedule.

6.2.3 Supplier Program Director and supplier regional project managers, and Unilever Program Managers and regional/local project managers shall maintain a jointly-agreed comprehensive, accurate and up to date Global Implementation Plan. The Global Implementation Plan shall include: timelines, roles and responsibilities of both Supplier and Unilever, milestones and Dependencies. The initial high level Global Implementation Plan is attached as Appendix B (*Draft Global Implementation Plan*) to this Schedule.

6.2.4 Any variation to the Global Implementation Plan including Transition Milestone Due Dates shall be subject to Change Control.

6.2.5 The Global Implementation Plan will develop during the course of the Transition Project.

Appendix B (*Draft Global Implementation Plan*) to this Schedule sets out the draft, high-level view of the Global Implementation Plan and the key timings (including Transition Milestones) associated with each phase of Transition.

Supplier and Unilever shall review, finalise and Unilever shall sign off the Draft Global Implementation Plan set out in Appendix B (*Draft Global Implementation Plan*) to this Schedule during the Program Preparation Phase as set out in Appendix A (*Transition Services*) to this Schedule. Upon mutual finalisation between the parties and then sign off by Unilever of the Draft Global Implementation Plan then, this document shall be referred to as the "**Global Implementation Plan**".

The Country Project Plan will be developed by Supplier and finalised with Unilever during the planning stages of the transition phase. The Country Project Plans shall include the detail set out in Appendix D (*Pro Forma Country Project Plan*) to this Schedule. Country Project Plans will be used by Supplier to manage the detail of each In-scope Country Transition.

Unilever shall review the draft Country Project Plans submitted for approval pursuant to this Paragraph 4.2 within ten (10) Business Days of receipt and either approve the Country Project Plan or propose in writing all reasonable modifications it requires Supplier to make to the Country Project Plan. Where Unilever proposes any modifications to the Country Project Plan, Supplier shall submit a revised draft for Unilever approval as soon as reasonably practicable and in any event within five (5) Business Days. Unilever shall either approve or propose further modifications to the revised Country Project Plan within five (5) Business Days of receipt. Where the parties are unable to agree a Country Project Plan, the outstanding matters that have not been agreed shall be referred for resolution pursuant to escalation route highlighted in Schedule 2, Services, Service Levels, Reporting and Governance.

- 6.2.6 In the event that any Services, functions or responsibilities not specifically described in this Agreement are deemed to be included within the Scope of the Transition Services and/or Services, the parties shall discuss in good faith the impact (if any) that the inclusion of such Services, functions or responsibilities may have on the Global Implementation Plans.

6.3 Supplier Transition Responsibilities

Supplier and Unilever will jointly execute the Global Implementation Plan in accordance with the responsibility matrices set out in Appendix A (*Transition Services*) to this Schedule.

7. **TRANSITION CHARGES**

Transition Charges

The Charges relating to the Transition Project are specified in Paragraph 5.9 (*Transition Charges*) of Schedule 3 (*Charges*).

8. **TERMINATION**

8.1 Transition Milestones

8.1.1 The key Transition Milestones ("**Critical Milestones**") for the Transition Project and the due date for each such Critical Milestone are set out in the table in Appendix C (*Critical Milestones*) to this Schedule.

8.1.2 Supplier shall receive a day-for-day extension, or other extension period as may be agreed by the parties for each of the impacted Critical Milestone Due Date which are caused by a failed Dependency or failure by Unilever to perform an express Unilever performance obligation specified in a Country Project Plan.

8.1.3 During Transition, both parties shall have an obligation to notify the other party as soon as reasonably practicable of the relevant failure to meet a Transition responsibility or performance obligation and both parties shall continue to use all reasonable endeavours to continue to achieve the original Critical Milestone Due Date despite the relevant failure.

8.2 Transition Acceptance Testing

8.2.1 A Proof of Concept (POC) is to be delivered by both parties, as laid out in Appendix A (Transition Services). The Acceptance Criteria for the POC is set out in Appendix A (Transition Services). Key deliverables for subsequent key milestones are all outlined in Appendix C (Critical Milestones). Any subsequent changes to the Acceptance Criteria, Transition responsibilities, key deliverables or timing issues shall be mutually agreed between the parties in accordance with Change Control.

8.2.2 The Acceptance Criteria for the Proof of Concept (POC) set out in Appendix A (*Transition Services*) to this Schedule will, where appropriate, include the testing procedures and criteria for testing whether or not the Deliverable in question meets the relevant requirements (as set out in this Schedule or otherwise agreed between the parties), including:

- details of the criteria to be met and the results which must be produced if the Deliverable is to be considered to have met the Acceptance Criteria; and
- the identity of the party who shall undertake the Acceptance Criteria and Acceptance Certificates.

8.2.3 Each Critical Milestone contains several Deliverables that shall be tested in accordance with the relevant Acceptance Criteria, and upon successful completion of the Acceptance Test the Deliverable shall be deemed completed

and as soon as reasonably practicable after said completion Unilever shall issue an acceptance certificate ("**Acceptance Certificate**") as set out in Appendix E (*Draft Sample Milestone Signoff Form*) to this Schedule in respect of the particular Deliverable. Issue of the Acceptance Certificate shall not affect Unilever's rights under the Agreement or otherwise with regard to acceptance of other Deliverables, except that Unilever shall not be entitled to reject a Deliverable to the extent that the Acceptance Criteria have been passed in respect of that Deliverable.

8.2.4 If the Acceptance Criteria are not so satisfied, Unilever shall (acting reasonably) notify Supplier, specifying any perceived deficiencies (or in the case of a deliverable which is a document, any requested amendments) and Supplier shall remedy such deficiencies or make such amendments and re-submit the Deliverable to Unilever for further testing against the Acceptance Criteria; provided that, if Unilever does not notify Supplier within a reasonable time and in any event within five (5) Business Days (or such other period that is agreed in writing between the parties) after completion of the acceptance testing that they are not satisfied, the Acceptance Criteria applicable to that Deliverable shall be deemed to have been met.

8.2.5 If after the expiration of the period of thirty (30) Business Days following notice by Unilever under Paragraph 8.2.4 of any deficiencies or requested amendments, notwithstanding that Supplier or Unilever has used all reasonable efforts to remedy such deficiencies or make such amendments and it has been unable to remedy such deficiencies or make such amendments Supplier shall notify Unilever of that fact and the reasons why it is unable to do so. Then:

- the parties shall meet to discuss in good faith and agree an alternative solution in order to achieve the delivery of the relevant Deliverable;
- where the failure is minor in nature only the parties shall meet to discuss in good faith and agree an appropriate variation in the Transition Charges payable in relation to the relevant Deliverable; or
- where the failure to deliver the Deliverable is the result of a breach by Supplier, or Unilever of its obligations under this Schedule and notwithstanding the terms of Paragraph 8.2.4 and this Paragraph 8.2.5 or Supplier has failed to use all reasonable endeavours to remedy the perceived deficiencies or requested amendments within the specified period, Unilever shall be entitled to terminate the Agreement or any relevant Local Services Agreement in whole or in part pursuant to Paragraph 8.4.2 (*Termination*).

8.3 Transition Delays

8.3.1 Supplier or Unilever shall immediately upon becoming aware notify the other party if any of the following (a "**Delay**") occur:

- that it will not achieve (or has not achieved) a Transition Milestone by the Transition Milestone Due Date;
- any delay or failure by Unilever (or an End User) to perform its obligations in accordance with the Transition and Transformation Plan

which will impact Supplier's ability to achieve a Transition Milestone by the Transition Milestone Due Date; or

- Supplier becomes aware of any delay of failure of a third party (not engaged by Supplier) or other external factor that will impact Supplier's ability to achieve a Transition Milestone by its Transition Milestone Due Date.

8.3.2 No later than five (5) Business Days after the initial notification under Paragraph 8.3.1 or such longer period as may be agreed, Supplier shall give Unilever full details in writing of:

- the reasons for the Delay; and
- the consequences of the Delay.

8.3.3 Not later than five (5) Business Days after the initial notification under Paragraph 8.3.1 or such longer period as may be agreed and provided Supplier receives as reasonably required the input of the party causing the Delay, Supplier shall submit an amended Global Implementation Plan, plus documentation identifying any appropriate mitigation issues arising out of the Delay (the "**Correction Plan**").

8.3.4 The Correction Plan shall specify how the costs of implementing the Correction Plan should be borne, which shall be in accordance with the following provisions:

- Where Supplier is solely responsible for the Delay then:

Supplier's costs in implementing the Correction Plan shall be borne by Supplier; and

the provisions of the below paragraph *Failure to meet Critical Milestones* shall apply.

- Where Unilever (or an End User) or any other third party engaged by Unilever (excluding Supplier) is solely responsible for the Delay then:

Supplier's costs in implementing the Correction Plan shall be borne by Unilever; and

the provisions of the below paragraph *Failure to meet Critical Milestones* shall apply.

- Where responsibility for the Delay is shared between Unilever and Supplier then Supplier's reasonable costs in implementing the Correction Plan which cannot reasonably be avoided or reduced the parties shall divide the reasonable, demonstrable and properly incurred costs evidenced by the Supplier between them.

8.3.5 Where the parties are unable to agree who is responsible for the Delay and cost apportionment, this shall be resolved through the agreed Governance levels in accordance with Schedule 2 (*Services, Service Levels, Reporting and*

Governance) and further completed in the Program Preparation Phase set out in Appendix A (*Transition Services*) to this Schedule.

- 8.3.6 Where the parties fail to reach an agreement under sub-section 8.3 then this shall be escalated pursuant to the provisions of Paragraph 4.2 (f) of Schedule 2.
- 8.3.7 Unilever shall not unreasonably withhold its approval of a draft Correction Plan. If Unilever does not approve the draft Correction Plan it shall inform Supplier of its reasons and Supplier shall take those reasons into account in the preparation of a further draft Correction Plan, which shall be resubmitted to Unilever for approval within five (5) Business Days of the date of rejection of the first draft or such longer period as may be agreed.
- 8.3.8 Supplier shall comply with its Correction Plan following its approval by Unilever and Unilever agrees to perform any obligations for which it is responsible in accordance with the Correction Plan. Once a Correction Plan is agreed the parties will review and adjust the Global Implementation Plan accordingly.
- 8.3.9 Supplier and Unilever shall use reasonable endeavours to continue to achieve the Transition Milestones set out in the Global Implementation Plan despite any Delay, whether caused by Supplier, Unilever or Third-Party Suppliers.
- 8.3.10 Any Correction Plan for a Critical Milestone shall be agreed before Unilever and shall be deemed to have agreed to treat that Critical Milestone as achieved.
- 8.3.11 Any Disputes about or arising out of Delays shall be resolved in accordance with Clause 38 (*Problem escalation and resolution*). Pending the resolution of the Dispute both parties shall continue to work to resolve the causes of, and mitigate the effects of, the Delay.

8.4 Failure to meet Critical Milestones

8.4.1 Transition Credits

Any delays in transition is highlighted as per Schedule 3 and Schedule 11

8.4.2 Termination

Where the Supplier's failure causes a material Delay to the achievement of the Go Live Date or subsequent Stabilisation as prescribed in Critical Milestone F (*Completion of Go Live and Support Phase*) in a particular In-scope Country, such failure shall be deemed to be an irremediable Material Breach in accordance with Clause 15, which may entitle Unilever to terminate this Agreement in the relevant In-scope Country.

8.4.3 Other consequences of failure

In the event that the Supplier fails to reach a Critical Milestone (e.g. 'first live payroll run for all pay frequencies' as set out in Critical Milestone F – Completion of Go Live and Support phase in Appendix C (*Critical Milestones*) to this Schedule) then, Unilever shall withhold payment of the Transition

Charge payable until such time as that Critical Milestone is achieved in accordance with Paragraph 2.3 (*Transition Charges*), in Schedule 3 (Charges).

8.5 Unilever Requested Changes to Critical Milestones

- 8.5.1 Unilever shall give Supplier reasonable notice of any potential or planned suspension, extension or modification to the Transition Project having an impact on the Critical Milestones, and any such changes shall be documented through Change Control. Upon written notice from Unilever specifying that Unilever desires Supplier to suspend, extend or modify the timing of any Transition of a single In-scope Country, a group of Transitions or the overall Transition Project schedule, or to temporarily suspend Transition activities, Supplier will accommodate such request for the requested period of time agreed through Change Control. The completion dates for the Critical Milestones and other date specific activities set out in the relevant Global Implementation Plan or Country Project Plans shall be extended on a day-for-day basis, or such other duration as agreed between the parties, equal to the length of the Transition schedule extension, suspension or modification requested by Unilever. For each of the In-scope Countries during Transition, Supplier agrees to deliver any Minor Changes to the Critical Milestones up to the aggregate value of five (5) Business Days of 'Project Manager/Consultant' work in accordance with Appendix A to Schedule 3 (Charges) at no additional cost to Unilever. Where substantive changes are proposed then Unilever shall pay the reasonable demonstrable and properly incurred costs evidenced by Supplier.
- 8.5.2 For all Transition suspensions, extensions or modifications under Paragraph 8.5 the parties will document such changes using Change Control. For all such Transition changes, Supplier shall maintain the availability of the Supplier Transition team.
- 8.5.3 Supplier may invoice Unilever for the reasonable demonstrable and properly incurred cost (such cost to be calculated in accordance with Appendix A to Schedule 3 (Charges) and agreed through Change Control) of any Supplier Personnel engaged on the Transition activities that are the subject of the requested extension that Supplier cannot reasonably re-deploy, for up to a maximum period of one (1) month provided that Supplier has demonstrated to Unilever's reasonable satisfaction that it has taken all reasonable steps to re-deploy such Supplier Personnel and to otherwise mitigate the cost of the requested Change. Pursuant to this Paragraph 8.5.3, Supplier shall maintain transparent charging practices and notify Unilever in advance of incurring costs where Changes have been requested.

9. TRANSITION GOVERNANCE AND CHANGE CONTROL

9.1 Transition Governance

- 9.1.1 Supplier will put in place and help to lead a comprehensive set of Governance mechanisms for the management of the Transition Project and Global Implementation Plan.

9.1.2 The Governance arrangements for the Transition will comply with the principles and objectives defined in Schedule 2 (*Governance*).

9.1.3 Transition governance will include a series of governance forums in accordance with the structure set out at Appendix C (*Table of Governance Meetings*) to Schedule 2 (*Governance*).

9.2 Transition Change Control

The parties agree to apply the Change Control mechanism set out in Clause 7 to the extent it is required with these Transition Services with the exception that all Change Requests shall be negotiated and mutually agreed between the parties within three (3) Business Days.

APPENDIX A TRANSITION SERVICES

I. Proof of Concept

Supplier and Unilever agree to conduct a Proof of Concept (POC) on the ICT solution. Purpose of POC is to demonstrate the ICT process and selected functionality of the ICT tools, and to meet the POC success criteria by December 15th, 2021. This date is subject to extension, agreed by the Supplier and Unilever, if failure extends beyond December 15th, 2021.

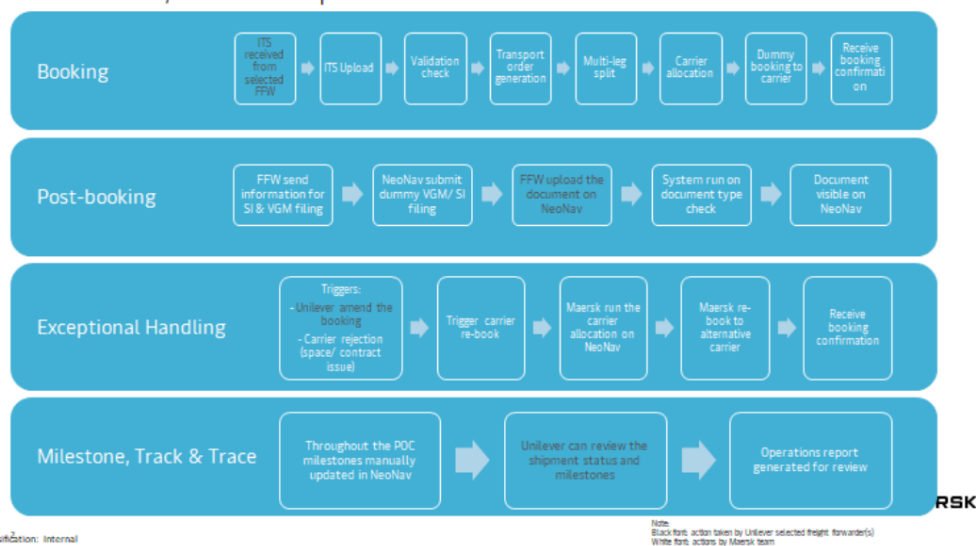
Unilever has the right to review terms of this contract if any Success Criteria consistently fails. The remaining parts of transition is subject to approval of the POC. If there is a delayed caused by the POC, the remaining transition plan will be reviewed and adjusted with mutual agreement.

Scope of POC:

Lanes: (1) VNSGN – PHMNL, (2) IDJKT – NLRTM, (3) TRIST – USNYC

Scope: (below)

01 - PoC High Level Scope



PoC Scenarios

1. Operation flow without exceptions (Happy flow)
2. Full booking rejection
3. Partial Confirmation from carrier
4. Unilever amend booking
5. Move the booking released by carrier transfer to next sailing

POC Success: POC is pass or fail according to the attached scorecard titled ‘POC Success Criteria’

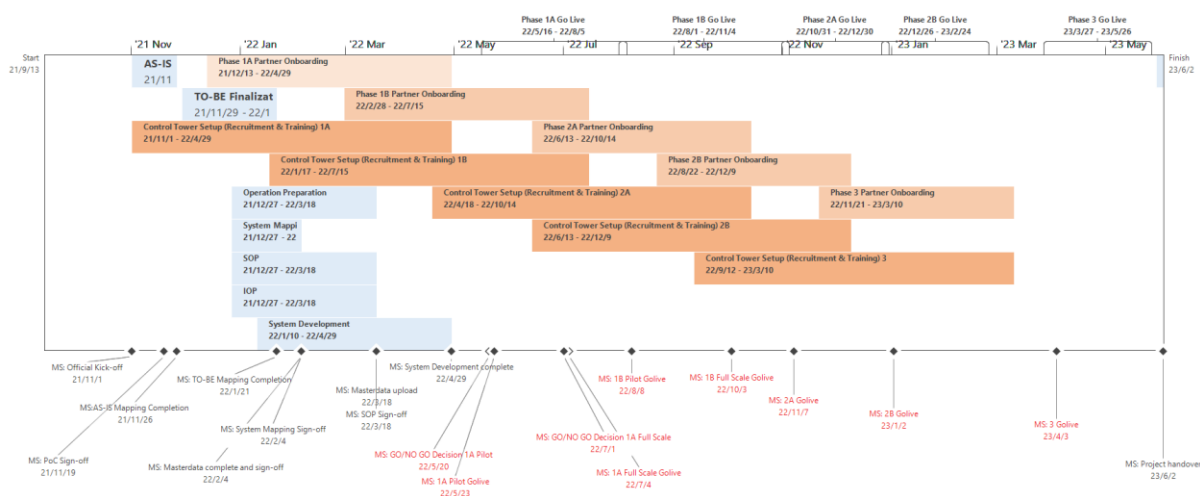
- A fail in at least 1 criteria = steps to be taken within 1 week of POC completion to identify root cause and suggest opportunities for improvement that is agreed by Unilever. This may include additional pilots or POCs until failed criteria is considered pass
- A pass in all criteria = Sign off from Unilever's program lead and POC owner

In the event of at least 1 failed criteria, Maersk will take actions to resolve issues, which within the POC scope, in parallel to any additional transition and implementation activity in order to prevent delay on timeline.

Upon successful completion of POC, Maersk will provide lessons learned from POC that will be applied to Business as Usual (BAU).

II. Transition Planning

Transition is subject to acceptance of the POC. Preparation of transition may begin in parallel to POC, as long as both parties recognize that rest of transition is subject to approval of POC. Timeline illustrated below may be reviewed following POC.



APPENDIX B DRAFT GLOBAL IMPLEMENTATION PLAN



Unilever ICT
Project Plan.pdf



ICT Project Timeline
11Oct2021.pdf

APPENDIX C CRITICAL MILESTONES

Dates highlighted below and in Appendix B Draft Global Implementation Plan are subject to review upon critical milestone before, achieved. Overall timeline will be confirmed subject to mutual agreement of the detailed country roll-out plan, when drafted.

| Key Milestones | |
|-------------------------------------|---------------|
| Official Kick-off | Nov'21 |
| PoC Sign-off | Nov'21 |
| AS-IS Mapping Sign-off | Nov'21 |
| TO-BE Mapping Sign-off | Jan'22 |
| SOP Sign-off | Mar'22 |
| Masterdata Upload | Mar'22 |
| System Development | Apr'22 |
| Go/No Go decision 1A Pilot | May'22 |
| Phase 1A Pilot Golive and Hypercare | May'22-Jul'22 |
| Phase 1A Full Golive and Hypercare | Jun'22-Aug'22 |
| Phase 1B Pilot Golive and Hypercare | Aug'22-Sep'22 |
| Phase 1B Full Golive and Hypercare | Sep'22-Nov'22 |
| Phase 2A Golive and Hypercare | Oct'22-Dec'22 |
| Phase 2B Golive and Hypercare | Dec'22-Feb'23 |
| Phase 3 Golive and Hypercare | Mar'23-May'23 |

Key Deliverables for each Go Live:

Each of the deliverables are subject to final approval and acceptance by Unilever

- Project Charter
- Service Level Agreement
- Project Plan
- Standard Operating Procedures (SOP)
- Systems integration
- Systems training and testing
- Partner: Connection and training
- Control tower teams in-place and training conducted
- Regular project management update
- Change request log
- Post implementation lessons learned

APPENDIX D

PRO FORMA COUNTRY PROJECT PLAN

I. Transition Planning phasing

The transition plan is created upon a “Phasing” methodology with the aim of optimizing allocation of the project tasks, volume, and resources.

The complete transition plan is composed of 5 phases, among which, phase 1A & 1B will cater for “Pilot Phase” practice.

Please refer to below matrix for the volume allocation per phase and the # of countries under each phase. Volume data is sourced from Unilever Ocean Tender file.

| Phase | Origin Region | No.of Countries (Origin) | Destination Region | No.of Countries (Dest) | Volume (FFE) | Volume (%) |
|---------------------|---------------|--------------------------|---------------------------|------------------------|--------------|------------|
| Phase 1A Pilot | APAC(China) | 1 | APAC | 22 | 6,476 | 7% |
| Phase 1A Full Scale | APAC | 16 | APAC | 34 | 30,109 | 32% |
| Phase 1B Pilot | APAC(China) | 1 | EMEA & NAM & LATAM | 41 | 2,193 | 2% |
| Phase 1B Full Scale | APAC | 14 | EMEA & NAM & LATAM | 67 | 10,146 | 11% |
| Phase 2A | EMEA | 29 | APAC & NAM & LATAM | 51 | 11,899 | 13% |
| Phase 2B | EMEA | 26 | EMEA | 56 | 19,078 | 20% |
| Phase 3 | NAM & LATAM | 18 | APAC & EMEA & NAM & LATAM | 92 | 13,563 | 15% |

II. Transition Planning market list

Below market lists per Cluster are sourced from Unilever Ocean Tender file.

| Dest Cluster | DESTINATION COUNTRY |
|--------------|---------------------|
| Africa | ANGOLA |
| | BENIN |
| | CAMEROON |
| | CAPE VERDE |
| | CONGO |
| | COTE D IVOIRE |
| | DJIBOUTI |
| | GABON |
| | GAMBIA |
| | GHANA |
| | GUINEA |
| | |
| | KENYA |
| | LA REUNION |
| | LIBERIA |
| | MADAGASCAR |
| | MALTA |
| | MAURITIUS |
| | MOZAMBIQUE |
| | NIGERIA |

Europe

- SENEGAL
- SEYCHELLES
- SOUTH AFRICA
- SUDAN
- TANZANIA
- TOGO
- ZIMBABWE
- ALBANIA
- BELGIUM
- CYPRUS
- FRANCE
- GEORGIA
- GERMANY
- GREECE
- IRELAND
- ITALY
- LATVIA
- LITHUANIA
- NETHERLANDS
- POLAND
- ROMANIA
- SPAIN
- ST MAARTEN
- SWEDEN
- UK
- ANGUILLA
- ANTIGUA AND BARBUDA
- ARGENTINA
- ARUBA
- BAHAMAS
- BARBADOS
- BELIZE
- BERMUDA
- BOLIVIA
- BRAZIL
- CAYMAN ISLANDS
- CHILE
- COLOMBIA
- COSTA RICA
- CUBA
- CURACAO
- DOMINICA
- DOMINICAN REPUBLIC
- ECUADOR
- EL SALVADOR
- FRENCH GUIANA
- FRENCH POLYNESIA
- GRENADA
- GUADELOUPE
- GUATEMALA
- GUYANA

Latin America

| | |
|----------------------|---------------------|
| | HAITI |
| | HONDURAS |
| | JAMAICA |
| | MARTINIQUE |
| | MEXICO |
| | MONTSERRAT |
| | NICARAGUA |
| | PANAMA |
| | PARAGUAY |
| | PERU |
| | PUERTO RICO |
| | ST KITTS AND NEVIS |
| | ST LUCIA |
| | ST VINCENT |
| | SURINAME |
| | TRINIDAD AND TOBAGO |
| | URUGUAY |
| | US VIRGIN ISLANDS |
| | VENEZUELA |
| NAMETRUB | ALGERIA |
| | BAHRAIN |
| | EGYPT |
| | IRAN |
| | IRAQ |
| | ISRAEL |
| | JORDAN |
| | KUWAIT |
| | LEBANON |
| | LIBYA |
| | MOROCCO |
| | OMAN |
| | QATAR |
| | RUSSIA |
| | SAUDI ARABIA |
| | TUNISIA |
| | TURKEY |
| | UAE |
| | UKRAINE |
| | YEMEN |
| North America | CANADA |
| | USA |
| North Asia | CHINA |
| | HONGKONG |
| | JAPAN |
| | MACAU |
| | MONGOLIA |
| | SOUTH KOREA |
| | TAIWAN |
| SEAA | AUSTRALIA |
| | CAMBODIA |
| | FIJI |

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| | |
|---------------|---------------------|
| | SLOVENIA |
| | SPAIN |
| | SWEDEN |
| | UK |
| Latin America | ARGENTINA |
| | BRAZIL |
| | CHILE |
| | COLOMBIA |
| | COSTA RICA |
| | DOMINICAN REPUBLIC |
| | ECUADOR |
| | EL SALVADOR |
| | GUATEMALA |
| | HONDURAS |
| | MARTINIQUE |
| | MEXICO |
| | NICARAGUA |
| | PANAMA |
| | PERU |
| | TRINIDAD AND TOBAGO |
| NAMETRUB | EGYPT |
| | ISRAEL |
| | MOROCCO |
| | OMAN |
| | RUSSIA |
| | SAUDI ARABIA |
| | TURKEY |
| | UAE |
| North America | CANADA |
| | USA |
| North Asia | CHINA |
| | HONGKONG |
| | JAPAN |
| | SOUTH KOREA |
| | TAIWAN |
| SEAA | AUSTRALIA |
| | INDONESIA |
| | MALAYSIA |
| | NEW ZEALAND |
| | PHILIPPINES |
| | SINGAPORE |
| | THAILAND |
| | VIETNAM |
| South Asia | BANGLADESH |
| | INDIA |
| | PAKISTAN |
| | SRI LANKA |

APPENDIX E
DRAFT SAMPLE MILESTONE SIGNOFF FORM

To be agreed in transition planning

Schedule 13 – Living Wage

1. Supplier commits that ultimately on 31 December 2022 it will have developed a plan to implement a programme on the basis of which Supplier will pay, or cause its applicable affiliate to pay, compensation to all its and its affiliates' employees at sites supporting Unilever business, as well as any contract workers (including contingent labour) who are involved in performing the Services at any such sites ("Supplier Personnel") that meets or exceeds the "Living Wage Standard" as described below. Supplier and Unilever shall discuss in good faith and mutually agree on the date on which the Living Wage Standard shall apply to Supplier Personnel ("Implementation Date"). Supplier acknowledges that it remains solely responsible for determination, and payment, of compensation and benefits for all Supplier Personnel and that the Living Wage Standard does not impose any maximum limit on compensation and benefits.

2. After the Implementation Date, Supplier shall take at its own cost any action reasonably required by Unilever, including as required as part of the USQS process, to (i) verify compliance with the Living Wage Standard and (ii) rectify any non-compliance by any member of the Supplier group within the timeframe stipulated by Unilever. As required by USQS, Supplier will appoint and cooperate with an independent third-party auditor to verify Supplier's compliance with the Living Wage Standard in accordance with Unilever audit requirements.

3. If Supplier fails to meet the Living Wage Standard by the Implementation Date, then where Unilever considers the breach can be remediated, Supplier shall take all further steps and within a timeframe as reasonably stipulated by Unilever to remedy the breach, including the implementation of adequate procedures so that no such breach will arise again. Where the breach cannot be or is not remedied as set forth above, Unilever reserves the right to terminate this Agreement with immediate effect and without liability arising from such termination.

4. The Living Wage Standard is as follows:

Definition of the Living Wage: Living Wage is the remuneration received for a standard workweek by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transportation, clothing, and other essential needs including provision for unexpected events.

(Source: <https://www.globallivingwage.org/about/what-is-a-living-wage/>)

Living Wage Standard: The Living Wage rate is the 'floor' below which no Supplier Personnel should be paid. All Supplier Personnel must earn at least a "Living Wage" -- at or above the Living Wage rate specific to that location; provided, however, that if applicable Living Wage is less than the legally required applicable minimum wage, the higher legal minimum wage must be paid.

Determination of applicable Living Wage is made in accordance with the following principles:

- Living Wage is based on the smallest geographic area (e.g. town, city, country) including the location for which a benchmark is available.
- Calculation of a Living Wage may be made in accordance with a Unilever approved benchmark methodology, which include any [IDH Recognised Living Wage Benchmark](#).
- When using the benchmark tool, Living Wage for the applicable location must be adjusted for:
 - Number of wage earners based on applicable national average
 - Family size based on national average fertility rates (e.g. X children per family)

Unilever will consult with Supplier in good faith to ensure mutual understanding of the Living Wage Standard on an as needed basis.


EXECUTION:

The parties have shown their acceptance of the terms of this Framework Agreement including all of its Schedules (1-13) as

- 1 ICT Maersk - Services Agreement - ICT - Consolidated - Final 24.11.2021

and the additional documents below listed:

- 2 ICT Commercial Pack - Maersk - Unilever International Control Tower - v8
- 3 ICT Savings Baseline Methodology_Final
- 4 ICT SLA
- 5 ICT Transition Project Plan
- 6 ICT Transition Timeline

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.....6F24465A6E2A4AA.....


For Unilever

David Ingram
Print Name:
CPO
Job Title:.....
Singapore
Place:
15 December 2021
Date:

 DocuSigned by:
aymeric chandavoine
.....972CB6BB9C3C4EF.....

For Supplier

aymeric chandavoine
Print Name:
Global Head of Logistics and Services, Maersk
Job Title:.....
Copenhagen
Place:
15 December 2021
Date:

 DocuSigned by:
Tony Hotine
.....279F29B2FEAF4BE.....

For the Supplier

Tony Hotine
Print Name:
Global Head Lead Logistics Growth
Job Title:.....
wassenaar
Place:
14 December 2021
Date:

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Global Head of Logistics and Services, Maersk

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Tony Hotine

Tony.Hotine@Ins.maersk.com

Global Head Lead Logistics Growth

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