

This "Agreement" between You ("Company/Supplier") which expression shall mean to include any of its affiliates, subsidiaries or associated companies) and the ordering Unilever Group Company ("Buyer/Unilever Pakistan") (collectively "parties") comprises: these terms ("Terms") or Unilever Purchasing Agreement (UPA) or other Unilever Contract; any and all relevant purchase orders requesting or specifying a supply of services or products ("PO"); and supporting terms such as statements of work (SOWs), project work order (PWO) and Commercial Terms Contracts ("CTC"). CTCs may include: central CTCs agreed between a Unilever Group Company ("UGC") and a Company/Supplier group company each acting as a supply chain hub; local CTCs agreed between a Buyer and a Supplier; and Unilever Purchasing Contracts ("UPC"). If there is conflict between parts of the Agreement, the terms in any central CTC will take precedence, followed by any other CTC, these Terms and finally any PO.

#### 1. Supply of Products and/or Services

- 1.1. The Company/Supplier shall supply to the Buyer, the goods/products ("Products") and/or services ("Services") (together "Products/Services") in accordance with these terms and with the skill, care, prudence and foresight of a diligent supplier of such Products/Services.
- 1.2. Any items, services, functions or responsibilities not specifically described in the Purchase Order, and which are reasonably necessary for the proper supply of the Products/Services are deemed to be included within the scope of the Products/Services to be delivered for the Price the mutually agreed between the parties.
- 1.3. The Company/Supplier shall comply with all written policies (whether presented electronically or otherwise), recommendations and requirements and reasonable instructions of the Buyer provided from time to time. The Supplier shall always comply with Buyer's quality assurance requirements and shall remain responsible for quality assurance with respect to all Products/Services.
- 1.4. Upon expiry or termination of the Agreement (in whole or in part) for any reason the Supplier shall (a) provide such reasonable transfer assistance (including continued provision of the Services) to a new supplier in respect of the Products/Services as Unilever Pakistan/the Buyer may require to minimise any disruption and ensure continuity of the Buyer's business and (b) the Company/Supplier shall cease to use for any purpose, and shall deliver to the Buyer, in the Buyer's chosen format, on media free of viruses, within five (05) calendar days of expiry or termination, any work/product (whether or not in final form) purchased by the Buyer. On termination, supplier undertakes to return or securely delete or destroy Buyer's personal data, confidential information and/or commercial data.
- 1.5. In case of partial termination this provision shall apply only to the work product relating to the terminated part of the Purchase Order.
- 1.6 Unilever Pakistan/Buyer and Supplier shall meet every quarter for the purposes of performance evaluation.

#### 2. Ordering

- 2.1. The Company/Supplier shall be deemed to have accepted a PO along with its terms and conditions on receipt unless it gives written notice of its intention to reject the PO within 3 days of receipt of the PO. Unilever Pakistan/The Buyer may cancel a rejected PO in whole or in part.
- 2.2. If any PO is sent by electronic communication, Unilever's E-Commerce Terms and Conditions available at [www.unileversuppliers.com](http://www.unileversuppliers.com) shall also apply.
- 2.3. Where any correspondence (including emails and CTCs) specifies a volume of Products/Services to be purchased by the Buyer, such volumes shall be non-binding estimates only, to the Buyer, and shall be without prejudice to the volumes actually purchased under the Agreement, unless expressly stated as binding in the CTC.
- 2.4. The Buyer may forward regular forecasts of requirements to the Supplier. Such forecasts are non-binding estimates only and are only intended to assist the Supplier in scheduling its production and delivery of Products or provision of Services and they are without prejudice to the volumes actually purchased under the PO.

#### 3. Delivery, Non-Performance & Indemnity

- 3.1. Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates:
  - (a) it will be unable to supply any Products/Services at the agreed time;
  - (b) the Products/ Services do not comply with the Agreement; or
  - (c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).
- 3.2. If any Products/Services do not comply with the specifications prescribed in the purchase order and/or SoW, or are not provided in full within the agreed time the Buyer may, at its discretion reject the non-conforming or late Products/Services and/or require the Supplier to re-supply non-conforming Products/Services at the Supplier's expense or terminate the PO in whole or in part. These rights to reject and/or require re-supply or terminate shall not affect any other remedy to which the Buyer may be entitled, including without limitation, reimbursement by Supplier for incremental costs incurred relating to procurement of replacement Products/Services, or turnover or business loss.
- 3.3. If there is (i) any matter which may result in a safety risk to consumers arising from the Product / Services or (ii) a voluntary or mandated recall, withdrawal or similar measure ("Recall") of any of the Products, the Supplier shall:
  - (a) provide reasonable assistance to the Buyer in developing and implementing a strategy;
  - (b) where practicable and as soon as possible give the Buyer advance notice and full details of any action it is legally obliged to take including communicating with any governmental body.
- 3.4. Except to the extent required to comply with any legal obligation, no Supplier shall voluntarily initiate any Recall of any Unilever products without the prior written consent of Unilever, which consent shall not be unreasonably withheld.

3.5. The Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against, all losses incurred or suffered as a result of Recall of a product incorporating the Products to the extent that such Recall arises as a result of the Products/Services, except to the extent that these situations arise due to the requirements of the Specifications of the Products.

3.6. The Supplier shall ensure it has, and shall for the duration of the purchase order maintain in place, adequate general liability insurance and as relevant, professional liability, product liability and/or other insurance and shall provide satisfactory evidence at the Buyer's request.

#### 4. Price and Payment Terms

- 4.1. The price for the Products/Services shall be as set out in the Purchase Order and/or SoW ("Price") which Price includes, but not limited to, all shipment preparation and packaging cost.
  - 4.2. All Payments made by the Buyer to the Supplier/Company be subject to applicable taxes. In the event of any discount offered by the Supplier to Buyer, the Buyer/UGC shall not be liable for any tax implications.
  - 4.3. Invoices must comply with the invoicing requirements set out at [How to invoice us | Unilever](#).
  - 4.4 Invoices must be submitted at **Central Payments Department, Unilever Pakistan Limited, Avari Plaza, Fatima Jinnah Road, Karachi-75530, Pakistan**, unless communicated otherwise by a Unilever Representative.
  - 4.5. Payment terms are as specified in this Agreement. Where the day nominated or determined for payment is not a day on which banks are open for general business in the country in which the Buyer is located ("Working Day"), then the day for payment shall be the first Working Day after the day nominated or determined.
  - 4.6. Expenses (if any incurred) shall only be reimbursed subject to prior written approval of incurring of such expense from Unilever Pakistan/Buyer and submission of a valid bill/receipt of such expense.
  - 4.7. Unilever Pakistan/Buyer shall only be liable to pay for actual services/goods purchased under the respective Purchase Order.
  - 4.8. Unilever Pakistan/Buyer reserves the right to penalize and/or make any adjustments/deductions from the charges/service fees payable under the UPA/SoW/PWO/Purchase Order if the Seller/Company fails to meet Key Performance Indicators, Good Business Practices and/or objective as communicated by Unilever Pakistan/Buyer from time to time, comply with applicable statutory obligations and/or policies as stipulated by Unilever Pakistan/Buyer from time to time, due to any loss or damage incurred by Unilever Pakistan/Buyer as result of any act, omission or negligence by any of the Seller's representative, or as Unilever Pakistan/Buyer may deem necessary. 4.9. In the event Unilever Pakistan/Buyer in good faith disputes any invoice, Unilever Pakistan/Buyer is entitled to withhold payment of the disputed amount until the dispute is resolved.
  - 4.10 If a Party discovers an error in any invoice, it shall promptly notify the other Party. Unilever shall maintain the computerized logs/record of each transaction only for a period of 180 calendar days after it took place. All disputes relating to invoices shall be resolved strictly and only with reference to the said logs/record, which Unilever shall be obligated to share at its own discretion with the Company/Supplier on their request and shall constitute the exclusive, final and conclusive evidence in this regard. No dispute or objection relating to a transaction or, to that extent, any invoice shall be raised nor entertained by either Party after the expiry of aforesaid 180 day period.
  - 4.11. It is understood and agreed that the service fees/charges as stipulated in the UPA/SoW/PWO/Purchase Order or mutually agreed between the parties is the sole remuneration payable by Unilever Pakistan/Buyer to the Seller/Company. Each Party is responsible for its own costs for performing its obligations under the agreement. Unilever Pakistan/Buyer has no other obligation to make any payment of charges, fees or costs in respect of the performance of this Agreement.
  - 4.12. Seller/Company shall invoice for the charges relating to the provision of any Services/goods sold within one hundred and eighty (180) days from the end of the month in which such Services/Goods sold were provided to / procured by Unilever Pakistan/Buyer ("Cut Off Period"). Unilever Pakistan/Buyer shall not be liable to pay any such charges if they are invoiced after the end of the Cut Off Period.
- #### 5. Warranties, Representations, Undertakings, and Indemnities
- The Supplier represents, warrants and undertakes to the Buyer that:
- 5.1. it possesses the requisite skill, experience, knowledge, personnel and facilities/infrastructure necessary to fulfill its obligations under this Agreement/UPA/SoW/PWO/Purchase Order. Supplier further possesses and/or is in compliance with all necessary licences, intellectual property ("IP") rights, permits and approvals required to execute, deliver and perform its obligations under this Agreement/UPA/SoW/PWO/Purchase Order.
  - 5.2. at the time of provision, the Products/Services shall, where applicable, be
    - (a) supplied or manufactured in accordance with the specifications for such Products/Services as approved or provided by Buyer ("Specifications"),
    - (b) of good quality, (c) free from any defects and/incompetencies,
    - (d) fit for the purpose for which they are reasonably expected to be used and
    - (e) free from any liens, claims, pledges or other encumbrances;
  - 5.3. the Products/Services and their supply, sourcing, manufacture, packaging, sale, delivery or the use by the Buyer thereof shall not infringe the IP rights of any third party. In the event of a third party claim for IP infringement in breach of the Agreement/UPA/SoW/PWO/Purchase Order, the Supplier shall be liable for, and shall indemnify, defend and hold harmless all UGCs from and against all losses incurred in connection with such claim;
  - 5.4. it shall and the applicable Products/ Services supplied shall comply with all relevant laws, including but not limited to governmental, legal, regulatory and professional requirements ("Applicable Laws") in force in the countries of manufacture, supply and/or receipt of the Products/Services and any countries of which it has been notified where the Buyer will use the Products/Services or sell products incorporating the Products and

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the Supplier shall provide Buyer with the information reasonably required by Buyer in order for Buyer to utilise the Products/Services in compliance with Applicable Laws.

## 6. Responsible Partner Policy Requirements and USQS:

All references to "You" under this clause are hereby deemed to mean Supplier.

6.1. (a) You confirm that you have read Unilever's Responsible Partner Policy ("RPP") as found at <http://www.unilever.com/responsible-partner-policy> and understand that it replaces all previous versions of the Responsible Sourcing Policy, Supplier Code or Responsible Business Partner Policy. You represent that you have your own codes of conduct and associated policies and procedures that are consistent with the requirements of the RPP. You therefore agree that you shall ensure that, by the implementation of your own codes of conduct and associated policies and procedures, you and each of your affiliated group companies each can and that you shall meet or exceed all of the requirements of the RPP, inclusive of:

- (i) Mandatory Requirements;
- (ii) related Mandatory Management Systems; and
- (iii) as they become binding under the terms of the RPP, the Future Mandatory Requirements.

These three types of requirements are each set-out in the RPP (and are individually and together "RPP Requirements").

(b) You must on request by Unilever register with the supplier assurance and compliance system, referred to as the Unilever Supplier Qualification System ("USQS") or other applicable onboarding platform for downstream partners and any other non-supplier third parties, and complete any steps required to achieve compliance under such platform, including re-registering and updating information related to your organisation and (at your cost) any third-party audits as or when required by Unilever and to rectify any non-compliance identified in such audits within a timeframe stipulated by Unilever.

## 6.2. ABC Requirements

(a) Without limiting any of the RPP Requirements, you represent and undertake that:

- (i) At the date of the entering into force of the Agreement, you, your directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other undue advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that you have taken reasonable measures to prevent subcontractors, agents or any other third parties subject to your control or determining influence, from doing so.
- (ii) At all times in connection with and throughout the course of the Agreement and thereafter, you will comply with and that you will take reasonable measures to ensure that your subcontractors, agents or other third parties subject to your control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Agreement, as if written out in the Agreement in full.

(iii) No payment shall be made by you, your group affiliated companies, by subcontractors, agents or other third parties to anyone for any reason on behalf of or for the benefit of a Unilever Group company which is not properly and accurately recorded in your books and records, including the amount, purpose and recipient, all of which shall be maintained with supporting documentation.

## 6.3. Economic Sanctions Compliance Requirements

The requirements within (a), (b) and (c) here below are the "Economic Sanctions Requirements":

(a) You represent and warrant on the date of this Agreement, on the date of any invoice issued under this Agreement or a related PO, on each date on which each shipment or delivery of products, services and/or materials is dispatched and on each date on which any invoice is settled, that you are: (1) not named on a governmental asset freezing or restricted list, including but not limited to: the United Kingdom Consolidated List of Sanctions Targets, the European Union Consolidated List of Persons, Groups, and Entities subject to EU financial sanctions and the United States Specially Designated Nationals and Blocked Persons List; (2) not organized under the laws of, or providing services or goods from, a jurisdiction subject to comprehensive sanctions; and (3) not controlled, or owned (directly or indirectly) 50% or more in the aggregate, by one or more of any of the foregoing (together, "Restricted Party"), and (4) has not breached any Trade Control Laws.

(b) You agree to comply with all applicable Trade Control Laws, including those relating to the direct or indirect use, diversion, trade, export or re-export of products, services and/or materials (including any regulations prohibiting drugs and weapons manufacture). "Trade Control Laws" means all applicable trade or economic sanctions or embargoes, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, or applicable to the use of a currency or a method or route of payment, as the same may be applicable directly or indirectly to you or your value chain. Such laws shall be deemed always to include such laws or regulations in force at the time within the European Union, the United Kingdom, the United States of America. Without limiting the foregoing, in connection with your performance of the contract documents, you shall: (1) not transact (directly or indirectly) with a Restricted Party; and (2) not source (directly or indirectly) any goods or services from a jurisdiction subject to comprehensive sanctions. For territories regarded by Unilever as medium or higher risk territories, as the same are listed from time to time on <https://www.unilever.com/suppliers/terms-and-conditions/>, you agree to promptly disclose for medium or higher-risk territories all information requested reasonably by Unilever in order to verify your compliance with this paragraph along the entire value chain, so as to verify that no breach of Trade Control Laws has occurred or is occurring.

(c) Without limiting other requirements, you must (at your own cost) maintain comprehensive, accurate and reliable records of all activities undertaken to comply with the foregoing Economic Sanctions Requirements, evidencing in particular your screening of counterparties and their paying and remitting banks at each stage of the value chain for the involvement of Restricted Parties. You shall promptly alert Unilever to any known potential or apparent violations of any of the Economic Sanctions Requirements and cooperate in any investigation or remedial action.

## 6.4. Breach of RPP, ABC, or Economic Sanctions Requirements

(a) You shall promptly alert Unilever:

- (i) regarding any known potential or apparent violations of any of the RPP, ABC, or Economic Sanctions Requirements, and cooperate in any investigation thereof and remedial action;
  - (ii) if a public official (or a person who has been a public official within the previous two years) becomes a significant shareholder (>25% shareholding), a member of the senior management team, member of the Board of Director, or key individual in your company group or in an associated person, including subcontractors who will be responsible for the provision of goods / services to Unilever; and
  - (iii) if, at any point, you are unable to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements.
- (b) If any member of your company group fails to meet or comply with one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, then where Unilever considers that such a breach can be remediated, you 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 occur again.
- (c) If Unilever has a reasonable basis to believe that a member of your company group or any subcontractor of the same is not in compliance with or does not meet one or more of the requirements of the RPP, ABC or Economic Sanctions Requirements, or where concerns arising out of a confirmed breach are material and the breach cannot be or is not remedied in accordance with the requirements set out above, then Unilever shall have the right, exercisable at Unilever's sole discretion:
- (i) to suspend by notice, without Unilever Group company liability arising, immediately any and all services and payments under any purchase order and/or this Agreement; and/or
  - (ii) to terminate without Unilever Group company liability arising, immediately on notice any purchase order and/or this Agreement.

(d) Without limiting the rights under this clause, any breach of the RPP, ABC, or Economic Sanctions Requirements shall be rectified by you at your cost within the timeframe stipulated by Unilever and shall be prevented from re-occurrence.

(e) You agree to indemnify and hold each Unilever Group company and their officers harmless against all costs, claims, damages and expenses which Unilever Group companies or their contractors may be liable for or suffer, including fines and costs of defence, and settlements payable to an entity or person, due to any alleged or actual failure by you or your company group to comply with or failure to meet one or more of the RPP, ABC or Economic Sanctions Requirements.

## 6.5. Update of RPP, ABC, or Economic Sanctions Requirements

Unilever may from time to time amend and update the RPP, ABC and Economic Sanctions Requirements, and shall inform you of such amendments and updates, at no cost to Unilever. If you are not then able to meet one or more of the requirements imposed by the amendments or updates, then you must contact Unilever within 8-weeks of Unilever informing of such amendment or update in order to agree with Unilever an implementation plan and schedule for such requirements. Where any failure to meet or failure to comply with RPP, ABC, and Economic Sanctions Requirements leads to a breach of applicable law by you, you must inform Unilever and comply with the requirement and the applicable law immediately.

Notwithstanding the conflict provisions of these Terms, Parties agree that (i) where a Unilever Purchasing Agreement, Unilever contract or other written contract exists, where such written contract does not explicitly refer to the RPP, or (ii) in the absence of any written agreement, that this clause shall apply. Where parties have any agreed deviations to the RPP, such agreed RPP shall be incorporated into these terms and shall prevail in the event of conflict with the RPP.

## 6.6. Conflict Minerals

Supplier must complete a questionnaire, provided from time to time by Unilever, designed to identify the potential presence of "conflict minerals" (as defined under applicable laws) in any products. If requested by Unilever based on the results of such questionnaire, Supplier must perform appropriate due diligence on its supply chain in order to identify the actual presence and origin of conflict minerals in any product no later than thirty (30) days following each calendar year. Unilever may not necessarily ask Supplier to complete a questionnaire if Unilever determines the items Supplier provides do not contain conflict minerals.

## 7. Confidentiality

7.1. The Buyer will disclose or make available to the Supplier information relating to Unilever group business or products ("Confidential Information"). The existence and content of these Terms and the Agreement/UPA/SoW/PWO/Purchase Order are also Confidential Information.

7.2. The Supplier undertakes (a) to keep all Confidential Information strictly confidential and (b) not to use any Confidential Information for any purpose other than in complying with its obligations under the Agreement and (c) not to disclose any Confidential Information to any person other than its officers and employees, except to the extent it is necessary for the purpose of performing its obligations under the Agreement. The undertaking shall not apply to the extent Confidential Information is information in the public domain through no fault of the Supplier or the Supplier is required to disclose it by law.

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Any breach of the Supplier's obligations under this clause by its officers and employees shall be deemed to be a breach by the Supplier. Except to the extent required under Applicable Laws or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Buyer or, if requested, destroyed on termination or expiry of the Agreement.

## 8. Intellectual Property Rights

8.1. Each party shall remain the owner of all IP owned by it before the start of its relationship with the other party independently or created outside the scope of such relationship ("Background IP"). The Buyer shall remain the owner of IP, whether existing or future, relating to or created in the course of the Supplier's performance of its obligations under the Agreement//UPA/SoW/PWO/Purchase Order and as such Supplier shall assign and shall procure that all third parties assign to the Buyer with full title guarantee, the IP rights in the deliverables, including any customisations to the Products/Services, but excluding the Supplier's Background IP. Where assignment of title is not legally feasible, Supplier hereby grants and shall procure that all third parties grant to Unilever/Buyer, a world-wide, perpetual, irrevocable, non-exclusive, assignable, royalty-free licence (with full right to sublicense) to use, reproduce, exploit, modify, alter or integrate the Products/Services without restriction. For all copyright work created under this Agreement, Supplier shall complete and maintain a copyright record form containing all necessary information including the author, work, date and place.

8.2. Each Supplier shall permit the use of its and its affiliates' Background IP, to the extent reasonably necessary in order for any UGC and its respective suppliers, copackers and repackers to utilize customized IP owned or licensed by any UGC ("Unilever IP") under the Agreement to make, use, modify, incorporate, develop or supply the Products/Services.

8.3. The Supplier (a) shall supply all Products/Services that require Unilever IP exclusively for each Buyer and (b) shall not and shall procure that its affiliates do not supply such Products/Services or any components that contain Unilever IP (or any products which embody any Unilever IP) to, or permit them to be provided, distributed or sold, directly or indirectly, to any person other than a UGC or a third party nominated by a UGC, including co-manufacturers, copackers and repackers ("Third Party"). No Supplier shall sell, market or distribute any lookalikes, counterfeit, defective or surplus products containing or embodying any Unilever IP.

8.4. The Supplier shall ensure all defective, obsolete or excess materials containing Unilever IP are rendered unsuitable for usage. The Supplier shall provide evidence of compliance with this provision to Buyer when required.

## 9. Data Protection and Privacy

9.1. The definitions below will have the following meaning:

(a) **Controller:** the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

(b) **Personal Data Breach:** a breach of security leading to the destruction, loss, alteration, unauthorised disclosure of, or access to, personal data.

(c) **Data Subject:** A data subject is a living individual to whom personal data relates. Every individual is a data principal in respect of their own personal data. This could include – Buyer's/Unilever Pakistan's consumers, customers/distributors, and employees.

(d) **Personal Data:** Is information that relates to an individual and could be used to identify them. Illustrative list – Name, contact number, address, e-mail ID, cookie IDs of our consumers, and may include inferences drawn from such data.

(e) **Sensitive Personal Data:** Information data relating to access control (username and/or password), financial information such as bank account, credit card, debit card, or other payment instruments, and, passports, biometric data, and physical, psychological, and mental health conditions, medical records, and any detail pertaining to an individual's ethnicity, religious beliefs, or any other information.

(f) **Unilever Personal Data:** means personal and sensitive personal data that is collected and/or processed on behalf of Unilever Pakistan/Buyer or that has been shared with the supplier in pursuance of fulfillment of its obligations under the scope/statement of work.

(g) **Processing** (including the derivatives "Processed" and "Process"): Data processing activities illustratively includes – data collection, storage, analysis, and deletion. The definition of data processing for this document extends to the act of viewing, downloading, or having any form of access to data.

(h) **Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

9.2. For the Services, the Supplier is a Processor acting only on UGC's documented instructions. The context for and purposes of Processing of personal data is the Supplier's provision of the Services under this Agreement. It will include all Processing activities required to perform the Services, will relate to various categories of Personal Data (which may include personal and contact details, employment information, marketing information, financial or payment details) and will affect Data Subjects (which may include UGC employees and staff, customers/distributors, clients and consumers), as more particularly recorded by the parties. No special categories of Personal Data will be Processed without UGC's prior written approval. Personal Data of data subjects shall be Processed for the Agreement duration and following termination or expiry as required to comply with the deletion/return obligations below.

9.3. The parties may, individually as separate Controllers, need to Process Personal Data of each other's representatives. The Supplier may also Process Unilever's Confidential Information and UPD for the purposes of providing the Services as a separate Controller in some respects, as agreed in writing by the parties.

9.4. The Supplier will only Process UPD in accordance with this Agreement as necessary to provide the Services to UGC and in accordance with all lawful instructions and directions from Unilever.

9.5. The Supplier shall: (i) comply with and Process all UPD in accordance with applicable Data Protection Laws and/or Data Protection/Processing Policies as maybe communicated by UGC from time to time; (ii) co-operate and assist UGC with any data protection impact assessments and consultations with (or notifications to) or responding to questions from or investigations by regulators or supervisory authorities; and (iii) promptly inform UGC if any of its instructions infringe Data Protection Laws.

9.6. The Supplier shall ensure that its personnel are subject to an appropriate contractual or statutory duty of confidentiality in relation to the UPD.

9.7. Supplier personnel shall cease Processing UPD when it is no longer necessary to do so to provide the Services or earlier within 15 business days of UGC's instruction to do so unless it is subject to a legal obligation to retain the UPD. At UGC's option, the Supplier shall securely delete or return that data and shall certify to UGC in writing that it (including its group companies) and each subcontractor has done so.

9.8. If the Supplier receives any complaints, claims or requests in relation to Processing of UPD (particularly those relating to the exercise of Data Subject rights), it shall, without undue delay, forward such to UGC and cooperate and assist UGC with responding to such as directed by UGC.

9.9. The Supplier warrants it has implemented and shall maintain appropriate technical and organisational measures to protect UPD against a Personal Data Breach, which shall at all times satisfy, at a minimum, the standards required by Data Protection Laws and/or Data Protection/Processing Policies as maybe communicated by UGC from time to time.

9.10. If the Supplier becomes aware of any Personal Data Breach, it shall without undue delay (and in any event within 24 hours) notify UGC, investigate the Personal Data Breach, remediate/mitigate any damage and prevent re-occurrence (providing UGC with detailed related information throughout), and cooperate in informing the relevant supervisory authorities or affected Data Subjects.

9.11. The Supplier may appoint sub-processors or allow its group companies to Process UPD. The Supplier shall notify UGC before the appointment of a new or replacement sub-processor and shall provide UGC with a reasonable period of time to object to the appointment or replacement of any such sub-processor. The Supplier shall use its reasonable endeavours to respond to any objection raised by UGC including, if UGC's objection cannot be adequately addressed, the appointment of an alternative sub-processor.

9.12. Supplier shall ensure subcontractors are contractually bound to the same obligations as contained in this Agreement and shall remain fully liable to UGC for a subcontractor's performance, as well as for any of its acts or omissions relating to its Processing of Personal Data.

9.13. The Supplier (or any subcontractor) shall only transfer UPD from the UK/EEA to a country outside the EEA or an international organisation where such transfer has been approved in writing by UGC, is subject to appropriate safeguards, and otherwise complies with Data Protection Laws.

9.14. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 9 (promptly providing these to UGC on request) and allow for audits by UGC or its designated representatives.

## 10. Records & Business Continuity

10.1. The Supplier shall keep appropriate records (including in respect of ingredients, components and quality control of Products) for no less than: 5 years; or 7 years for financial information. The Supplier shall at all times upon reasonable notice, allow the Buyer to enter, access, inspect and audit (i) all information, documentation and records related to the Products/Services being procured and/or provided in connection to this agreement, and (ii) the location, equipment, stocks, methods used and performance by the Supplier in the preparation, manufacture, packaging, storage, handling and supply/delivery of the Products/Services.

10.2. The Supplier shall reliably back up all data provided, used or generated in connection with the Products/Services (with respect to electronic data, in encrypted form of no less than 256 bit key strength) and shall otherwise establish and maintain adequate organisational and technical safeguards against the destruction, theft, use, disclosure or loss of such data in the possession or control of the Supplier.

10.3. The Supplier must manage the security of their systems with respect to identifying and resolving security weaknesses and limiting access to systems/data to authorised individuals.

## 11. Term and Termination

11.1. The Agreement shall remain in force until the expiry or termination of all relevant periods or fulfilment of relevant volumes specified in any part of the Agreement.

11.2. The Agreement may be terminated earlier in whole or in part by the Buyer without any penalty or further obligation or liability:

(a) on 10 days' written notice in the event of material breach of this Agreement by the Supplier or breach by the Supplier of more than 20% of the number of POs submitted by the Buyer in any preceding 3 month period;

(b) on no less than 7 days' written notice where there is material or deliberate or persistent non-compliance with Unilever's Responsible Business Partnering Policy.

(c) for convenience on 30 days' written notice; or

(d) immediately or at a later specified date if the Supplier becomes insolvent or enters into administration or is unable to pay its debts as they fall due or threatens to do any of the foregoing or the equivalent.

11.3. Any individual PO under this Agreement may be terminated earlier by the Supplier on giving 30 days' notice where any invoiced and undisputed sums due under such PO, remain unpaid for a period of 60 days after the applicable due date provided such notice states that a failure to pay within 30 days will result in the termination of that PO.

11.4. The termination or expiry of this agreement shall be without prejudice to any rights and obligations conferred or imposed by this Agreement.

11.5. On expiry or termination of this Agreement for any reason, the Supplier must:

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(a) refund any pre-payments and/or advance payments allocable to Goods/Services not provided in accordance with this Agreement/Statement of Work/UPA/CTC;

(b) on request by Buyer/Unilever Pakistan provide reasonable exit support to Unilever, including transfer of records.

11.6. Expiry or termination of this Agreement does not affect any clause expressed or which should reasonably be construed to survive expiry or termination, including but not limited to confidentiality, intellectual property rights, payments terms, termination, governing and dispute resolution provisions.

## 12. Miscellaneous

12.1. References to "Unilever" or "Unilever group" means any company or partnership of the Unilever group, where Unilever PLC from time to time directly or indirectly owns or controls the voting rights attached to more than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

12.2. **Assignment.** The Buyer may assign the Agreement in part or in full to another UGC or, in the event of an acquisition of Buyer's business to which the Agreement relates, to the purchaser of such business. Otherwise, no party shall without the prior written consent of the other assign (except by operation of law) or otherwise dispose of the Agreement in whole or part or subcontract any duties or obligations under the Agreement to any third party.

12.3. In respect of any payment to the Supplier, the Buyer may at any time, without notice to the Supplier, deduct or set off any sum payable by the Supplier to the Buyer.

12.4. **Waiver.** No delay or failure to exercise by any party any of its rights, powers or remedies under or in connection with the Agreement shall operate as a waiver of that right, power or remedy. No amendment or variation to any part of the Agreement or any waiver or release of any right, power or remedy of a party shall be of any effect unless it is agreed in writing (excluding email) by each party.

12.5. The Supplier is an independent contractor engaged by the Buyer to supply the Products/Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

12.6. The Supplier is and remains responsible for its employees, subcontractors, agents and representatives. The Supplier is not relieved of liability for and no obligations in relation to these persons pass to the Buyer or any UGC as a result of the Agreement.

12.7. Supplier hereby transfers, conveys and assigns to Buyer all right, title and interest in and to all claims and/or causes of action that Supplier may have under the antitrust or competition laws of any applicable jurisdiction arising out of or relating to Supplier's purchases of any item that was, is or will be supplied by Supplier to Buyer. Upon request by Buyer, Supplier shall promptly execute assignments of claims or causes of action to evidence the foregoing assignment.

12.8. No one other than a party to the Agreement, their successors and permitted assignees and UGCs upon whom the Agreement confers a benefit shall have any right to enforce any of its terms.

12.9 The Supplier hereby agree that after expiration or termination of this agreement/UPA/CTC/PO/SoW, no party shall be entitled to raise any claim or charge that is older than ninety (90) days from the date of expiry or termination of this agreement.

## 12.10 Compliance.

(a) The Company/Supplier must comply with all applicable laws, regulations, and rules applicable, whether in force or promulgated during the subsistence of this agreement, in performance of its obligations under this agreement.

(b) The Company/Supplier shall obtain any applicable licenses/NOCs/Certifications/Permissions as maybe necessary under applicable laws for performance of its obligations under this agreement.

(c) The Company/Supplier undertakes to comply with Company Guidelines, Policies and/or Procedures as communicated by UGC/Unilever Pakistan representatives from from time to time.

(d) UGC / Unilever Pakistan may, from time to time, carry out an audit or any other checks on compliance with applicable policies as communicated by Unilever representative. Such audit shall be performed by Unilever or any of its authorized party, and Company/Supplier shall facilitate in ensuring compliance.

## 12.11. Force Majeure.

For the purpose of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under this Agreement so impractical that it may be considered impossible under the circumstances, which are deemed to include but not be limited to, war, riot, natural calamity, pandemic, terrorism or other national or local Government regulation/s or any other cause beyond the reasonable control of the respective Party.

(a) Neither Party to this Agreement shall be held responsible for the fulfillment of any obligations under this Agreement if such fulfillment is hindered or prevented by any circumstances of Force Majeure. However, any party affected by an event of force majeure shall forthwith after the occurrence becomes known or reasonably should have become known to that party, give written notice of such claim to the other party giving full particulars thereof. The Party failing to give such notice shall be deemed to have waived its right to claim becoming affected.

(b) The Party delayed shall use every endeavour to minimize the hindrance or prevention of such fulfillment.

(c) Upon the ending of such force majeure circumstance, the delayed Party shall without delay resume the fulfillment of its obligations including any obligations the performance of which was interrupted thereby.

(d) Should, however, a circumstance of Force Majeure uninterruptedly continues for over a period of more than ninety (90) days, the Parties may mutually agree to terminate this Agreement, in writing.

(e) Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, costs and/or delivery of raw materials, and strike and other labour dispute of any Supplier's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event of the Supplier.

12.12. **Severability.** Each provision in this Agreement is severable. If any provision or part of any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision or of the Agreement shall not in any way be affected. The parties agree to modify or attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision in order to achieve to the greatest extent possible the same effect.

## 13. Governing Law and Dispute Resolution

13.1. In the event of any dispute, difference or question arising out of this agreement the Parties shall endeavour to reach to an amicable settlement within fifteen (15) business days, following the receipt by one Party of a written notice of such dispute from the other Party.

13.2. In the event no amicable settlement is reached within fifteen days the parties shall refer the matter to a sole arbitrator appointed by Overseas Investors Chamber of Commerce & Industry (OICCI), Karachi and the decision of the Arbitrator so appointed shall be final and binding upon the parties.

13.3. Arbitration shall be a condition precedent to any other legal proceedings before a court of law, quasi-judicial authority or similar forum.

13.4. The place of Arbitration shall be at Karachi.

13.5. Subject to the arbitration clause above, should any recourse to the Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of Law at Karachi, which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location of place of business of parties hereto or the place where work is to be performed or arbitration proceedings held.

13.6. This clause shall survive the expiry and/or earlier termination of this Agreement. 13.7. This agreement shall be governed in accordance with the laws of Pakistan.

## Annex A –

### Specific provisions for the supply of Products

These clauses apply to the extent the Supplier supplies Products.

1. The Products will be delivered in accordance with the details provided in the CTC or PO or other agreed written instructions. Save as otherwise provided, title and risk shall pass to the Buyer on delivery. Delivery terms shall be interpreted in accordance with the current edition of Incoterms at the time the PO is issued. Each shipment of Products will be accompanied by all documentation required under Applicable Laws.

2. The Supplier shall: (a) only supply Products from a location approved by the Buyer; (b) at its expense, ensure full traceability of Products, ingredients and components; (c) keep and provide to Buyer on request a reasonable number of samples of the Products, ingredients and components. This clause shall survive expiry or termination.

3. No Supplier shall without the Buyer's prior written consent; (a) change the ingredients or components (including feedstock and raw materials) used to produce the Products, Specifications, manufacturing process, approved plant or agreed delivery method, or

(b) implement any changes which alter any of the Products in such a way that is not acceptable to the Buyer's technical clearance process, even if the Products are still within the Specifications.

4. The Supplier acknowledges that it is aware that it is not usual practice for the Buyer to inspect any Products on delivery as the Buyer relies on the Supplier's quality assurance and no Buyer shall be under any obligation to do so. All removal, destruction, storage and other costs relating to or arising out of defective or non-conforming Products shall be at the Supplier's cost and responsibility.

5. If the Buyer appoints a Third Party to manufacture or process finished products for purchase by a UGC, then Buyer may require a Supplier to make an offer (or procure that an offer is made) on substantially the same terms as those set out in the Agreement for the sale and supply by the Supplier of the Products to the Third Party for the manufacture of such finished products only. If any Products are so sold to the Third Party, such supply shall be a contractual arrangement between only the Third Party and the Supplier and no UGC shall be party to or have any liability for payment of such Products.

6. Unless otherwise agreed Supplier shall ensure that: (i) the Products are prepared for shipment so as to prevent damage, contamination or deterioration to the Products; (ii) packaging shall not be assembled using either rivets, steel-staples or steel wire; (iii) palletised deliveries shall be stacked neatly with no overhang; (iv) pallets shall be stable and protected with an impermeable wrap covering the entire pallet load; and (v) the Products shall be transported in clean, hygienic, physically sound conditions.

### Specific provisions for the supply of Warehouse Management Services

These clauses apply to the extent the Supplier provides Warehouse Management Services

1. The ownership of all the products/goods received, stored and dispatched by the Supplier shall at all times vest exclusively with the UGC and the Supplier shall neither acquire any right to nor have any interest in any such Products. The Supplier shall receive, hold and deal with the Products consigned to it by Company strictly as bailee and trustees for Company.

2. The Supplier is not entitled to exercise any right of lien or similar right over the products entrusted to its care.

3. The product/good found unfit for human consumption, will be destroyed by the Buyer and the goods/products salvaged as loose will be sold at the best available price. The resulting loss shall be recovered from the Supplier.

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4. In case of shortage/damage as determined by the Company, not only the cost of goods/products, but the cost of packing material e.g. carton/boxes will be debited from the Supplier account and recovered.

5. The Company may as its sole discretion recover from the Supplier the losses or part thereof so caused and may also take any other legal action as it may deem fit. The decision of the Company will be final and conclusive provided always that the value of the goods/products shall be calculated on the Company sale price inclusive of Sales Tax.

### Specific provisions for the supply of Logistical Services

These clauses apply to the extent the Supplier provides Logistical Services

1. Provide vehicles that conform to the standards defined by the Buyer. These standards will also be reviewed regularly and will form an integral part of this agreement. In transportation of Buyer's goods, Supplier will be responsible for following the procedure recommended in the goods handling and transportation policy as communicated by the Company representatives from time to time.

2. The Supplier shall be responsible for pilferage, theft, robbery or damage or destruction of goods on account of negligence of the Supplier, and such loss to be made good by the Supplier. The Parties acknowledge and agree that the Supplier will only be liable for Loss, theft of, or damage to the goods, which occurs at any time during the period from Time of Receipt and ending at Time of Delivery.

3. The Buyer may, at its sole discretion, recover from the Supplier the losses or part thereof so caused and may also take any other legal action as it may deem fit. The estimate of the loss will be at the full discretion of the Company alone and decision of the Company will be final and conclusive provided always that the value shall be calculated on the Company's retail price.