

**Order Form**

CALL-OFF REFERENCE: UKEF-C2757

AUTHORITY: The Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance)

UKEF ADDRESS 1 Horse Guards Road, London SW1A 2HQ

THE SUPPLIER: Reed Smith LLP

SUPPLIER ADDRESS: The Broadgate Tower, 20 Primrose Street, London EC2A 2RS

REGISTRATION NUMBER: OC303620

DUNS NUMBER: N/A

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 4 January 2024.

It's issued under the Framework Contract with the reference number CR\_1902 for the provision of Legal Advice Services in respect of the UK Export Finance supported financing of one (1) L3 Commercial Training Solutions UK Boeing 777ER Freighter full flight simulator ("FFS") for [REDACTED] (the "Company").

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
  - Joint Schedules
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - ~~Joint Schedule 6 (Key Subcontractors)~~
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - ~~Joint Schedule 12 (Supply Chain Visibility)~~
  - Call-Off Schedules
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - ~~Call-Off Schedule 5 (Pricing Details)~~
    - ~~Call-Off Schedule 7 (Key Supplier Staff)~~
    - ~~Call-Off Schedule 8 (Business Continuity and Disaster Recovery)~~
    - ~~Call-Off Schedule 9 (Security)~~
    - ~~Call-Off Schedule 10 (Exit Management)~~
    - ~~Call-Off Schedule 14 (Service Levels)~~
    - ~~Call-Off Schedule 15 (Call-Off Contract Management)~~
    - ~~Call-Off Schedule 20 (Call-Off Specification)~~
    - Call-off-Schedule 24 (Affiliate Firm)
4. Core Terms

- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 6. ~~[Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the UAEF (as decided by the UAEF) take precedence over the documents above.]~~

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF SPECIAL TERMS**

None.

**CALL-OFF START DATE:** 27 December 2023

**CALL-OFF EXPIRY DATE:** 26 December 2024

**CALL-OFF INITIAL PERIOD:** 12 months

**CALL-OFF OPTIONAL EXTENSION PERIOD** 1 month or multiples thereof up to a maximum of 6 months (0.5 years)

**CALL-OFF DELIVERABLES:**

The deliverables resulting from the requirement are expected to include legal advice from counsel in England, Azerbaijan and Ireland, as further detailed below:

**1 English counsel:**

- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**2 Azerbaijani law counsel:**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

(f) addressing any other relevant matters requested by UKEF in relation to the transaction (if applicable).

**3 Irish law counsel:**

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

**MAXIMUM LIABILITY:**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 and 11.8 of the Core Terms.

It is agreed that for all purposes under the Framework Contract and each Call-Off Contract, the Core Terms shall be amended and restated in the form set out in the Appendix hereto.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£145,000**.

**CALL-OFF CHARGES**

**UKEF ACCOUNT WORK CHARGES**

None

**AEROSPACE SECTOR CUSTOMER CHARGES**

- English counsel (Reed Smith LLP): [REDACTED] based on Framework Prices
- Azerbaijani counsel (BM Morrison Partners LLC): [REDACTED]
- Irish counsel (Matheson): [REDACTED]

For the purposes of paragraph 8 of Framework Schedule 3:

- the applicable GBP-USD exchange rate for all Supplier Fees due under this Call-off Contract (determined as at 18/12/2023) is 1:1.2645; and
- the applicable GBP-EUR exchange rate for all Supplier Fees due under this Call-off Contract (determined as at 18/12/2023) is 1:1.1586.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

**REIMBURSABLE EXPENSES UKEF**

None.

**PAYMENT METHOD**

Supplier to liaise with relevant Aerospace Sector Customer.

**IF APPLICABLE UKEF'S ENVIRONMENTAL POLICY**

N/A

**IF APPLICABLE UKEF'S SECURITY POLICY**

N/A

**SECURITY MANAGEMENT PLAN**

N/A

**SUPPLIER'S CONTRACT MANAGER**

██████████ ██████████

Partner

██████████@██████████.com

The Broadgate Tower, 20 Primrose Street, London EC2A 2RS

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month.

**PROGRESS MEETING FREQUENCY**

Every six months from the date of this Order Form (or the following Working Day if such date is not a Working Day).

**KEY STAFF**

N/A

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

N/A

**SERVICE CREDITS FOR UKEF ACCOUNT WORK ONLY**

N/A

**ADDITIONAL INSURANCES**

N/A

**SOCIAL VALUE COMMITMENT**

N/A



**For and on behalf of the Supplier:**

Signature:

[REDACTED]

Name:

[REDACTED]

Role: Partner

Date: 04/01/2024

**For and on behalf of UKEF:**

Signature:

[REDACTED]

Name:

[REDACTED]

Role: Co-Head of  
Legal (interim)

Date: 04/01/2024

**Appendix**

**Core Terms**



Core Terms.pdf