

ORDER

**Prepared for: Secretary of State acting through the
Export Credits Guarantee Department Operating as
UK Export Finance**

1 Horse Guards Road
London, England SW1A 2HQ
United Kingdom

Order Reference: 00216763.0

Order Effective Date: December 31, 2024

FIS Capital Markets US LLC
LEI #IEL5DQBC1NHX1CEKKJ41
347 Riverside Avenue
Jacksonville, FL 32202

This Order incorporates and is governed by all of the terms of the FIS Terms and Conditions Global 2023. December (to be found at [REDACTED]) if the FIS entity below was "FIS" and Client entity below was "Client" thereunder. This Order together with the FTCs represent a separate contract with FIS and Client and form the Agreement as such term is used in the FTCs. The Solution Terms below, if any, apply to the referenced Solutions, in addition to the FIS Terms and Conditions. By signing this Order, Client agrees to purchase the Services or license the Software listed on the Pricing Attachment(s).

SOLUTIONS & TERM

Solution	Applicable Solution Terms (Existing)	Applicable Solution Terms (Attached)	Initial Term	Renewal Term
FIS Commercial Loan Servicing		FIS Commercial Loan Servicing Software Pricing Attachment; Hosting Services Pricing Attachment	25 Months	None

Each Solution on this Order will begin on the Order Effective Date and continue for the initial term in the table above (the “**Initial Term**”). After the Initial Term, the term of the Solution automatically renews for renewal terms as set forth in the table above, if any (each, a “**Renewal Term**”) unless terminated by Client or FIS in writing at least 180 days prior to the last day of the Initial Term or of the then current Renewal Term.

UK EXPORT FINANCE (UKEF)

FIS CAPITAL MARKETS US LLC

The image shows a redacted document with a table structure. The table has two main columns. The left column contains several rows of redacted text. The right column contains a large redacted block at the top, followed by a row of redacted text, and then a large redacted block at the bottom. A blue arrow points to a small redacted block in the left column.



1. This Order shall terminate and replace the Loan Servicing Services Agreement dated 14th January 2016 as subsequently amended and supplemented.
2. **ESG COMPLIANCE.** FIS shall maintain in place throughout the Term of the Agreement policies in relation to Environmental, Social and Governance (ESG) (current version found at <https://www.investor.fisglobal.com/corporate-citizenship-our-commitment-esg>, under “**Corporate Governance**”) and shall have reasonable procedures to ensure compliance with such policies.
3. **DATA PROCESSING:** As set out in Annex 3 below
4. **EXIT SERVICES:** An exit management plan should be designed by Client (with cooperation from FIS with the details of such cooperation to be set out in a Professional Services Order to be executed by the parties) with the aim of ensuring there is an orderly and smooth transition off the Solution (and each element thereof) to Client and/or the successor supplier without any material disruption in the supply of Solution or material deterioration in the quality of delivery of the Solution. An initial estimate of the fees for these Exit Services is [REDACTED]. [REDACTED] Client shall engage with FIS Professional Services team and provide sixty (60) days' prior notice for commencement of such Exit Services, which shall be completed prior to the termination of this Order. Exit Services shall include but not be limited to data migration support; documentation and data archiving which shall be mutually agreed by the Parties.
5. Section 7.4 of the FTCs shall not apply to this Order.



PRICING ATTACHMENT – FIS COMMERCIAL LOAN SERVICING SOFTWARE

1. **SOLUTION:** FIS Commercial Loan Servicing (Base), and the following modules only:

1.1 Modules:

[REDACTED]

[REDACTED]

2. **THIRD-PARTY PRODUCTS:** None

3. **SCOPE OF USE:** Client's own internal business purposes

"**Named User**" means a designated employee of Client who has access to the Solution with a unique log-in identification and password.

3.1

[REDACTED]

3.2 SOFTWARE LOCATION: Bedford, UK

3.3 NUMBER OF ENVIRONMENTS:

3.3.1 1 production environment (database), One production environment

3.3.2 1 test environment (database) Two test environments

3.3.3 1 disaster recovery environment (database). One disaster recovery environment

3.4 NUMBER OF NAMED USERS: Client shall have no more than the number of Named Users provided for below, subject to the user subsets and limitations:

[REDACTED]

4. **FEES:**

4.1 MONTHLY SOLUTION FEES: FEES: US\$133,781.40 per month, due upon the Order Effective Date and payable within 30 days thereafter, and thereafter monthly in advance, based on an undisputed invoice for the remainder of the Order Term.

4.2 FEES FOR ADDITIONAL LUM: Client acknowledges that the base LUM set forth above has been determined based on Client's representation as of the Order Effective Date. If the LUM on the monthly report (calculated as set forth above) exceeds the base LUM set forth as of the Order Effective Date ("**Additional LUM**"), the Monthly Fees will increase as follows ("**Additional LUM Fees**"):

[REDACTED]



4.3 FEES FOR TEST ENVIRONMENTS:

4.4 FEES FOR ADDITIONAL NAMED USERS:

5. **SUPPORT:**

5.1 The most-recent version of the Support Services Document as of the Order Effective Date [REDACTED] incorporated into this Order, provided, however, for the purposes of this Order, "**Supported Release**" means:

(a) for Dedicated Hosted Solutions the most current Release of the Solution and any Releases of the Solution made available in the previous 24 months.

5.2 SUPPORT TIMES AND LOCATION:

UK: Monday – Friday (excluding FIS holidays) (local time London): 9:00 a.m. – 5:30 p.m.

6. **HOSTING TERMS:**

6.1 HOSTING SERVICES. Hosting services for the Solution described in the Pricing Attachment and as further described herein (the "**Hosting Services**"). For the purposes of the Support Services Document only, the Solution shall be deemed a "SaaS Solution" during such time the Solution is hosted via the Hosting Services. FIS shall backup the Hosting Services database daily. FIS shall provide the hosting hardware and environment; provided that Client shall continue to be responsible for that portion of the System Requirements required for the workstations, client-side systems and connection to the FIS network.

6.2 HOSTING TERMINATION. The term of the Hosting Services shall end on the earlier of: (i) the termination of this Order, (ii) the termination of Support Services for the hosted Solution, or (iii) the end of the term of the Hosting Services stated in the Pricing Attachment. Additionally, Client may terminate the Hosting Services for convenience and install the Solution at a Client location with no less than 30 days' advance written notice and FIS may terminate the Hosting Services for convenience with no less than 90 days' advance written notice.

7. **OTHER TERMS:**

7.1 Client shall take reasonable steps to delete, in a timely manner, Client Data stored in the Solution once such Client Data is no longer required to be retained under applicable laws.

7.2 FIS is not obligated or liable under any provision of the Agreement for any performance problem, claim of infringement or other matter resulting, in whole or in part, from any negligence, wrongful act, or breach of the Agreement by Client, or its Authorized Recipients, users or Customers.



HOSTING SERVICES PRICING ATTACHMENT

1. **HOSTING SERVICES:** For as long as the Solution is hosted via the Hosting Services, the following additional terms shall apply:

- 1.1 HOSTED SOLUTION: FIS Commercial Loan Servicing
- 1.2 HOSTING SERVICES TERM: Cotermious with the term of this Order
- 1.3 HOSTING SERVICES SCOPE OF USE:

[Redacted]

1.4 [Redacted]t

1.5 **SCHEDULED UPTIME:** The Scheduled Uptime (as described in Section 1.1 of Appendix 3 to the Support Services Document) is:

	M	T	W	Th	F	Sat	Sun
Scheduled Hours of Availability	Y	Y	Y	Y	Y	R	R

Legend:
Y = Available 00:00:00 to 23:59:59 CET local time, but not during Scheduled Events
R = Available upon request during the agreed hours but not during Scheduled Events

1.6 SOLUTION AVAILABILITY: [Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]



ANNEX 3 – DATA PROCESSING

Client: The Secretary of State acting through the Export Credits Guarantee Department operating as UK Export Finance;

FIS: Fidelity National information Services (Netherlands) B. V.;

Party: a Party to this Agreement;

Agreement: Contract for Loan Servicing Services Agreement, dated 14 January 2016;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

Data Protection Legislation: (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;

Data Protection Impact Assessment: an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR;

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;

DPA 2018: Data Protection Act 2018;

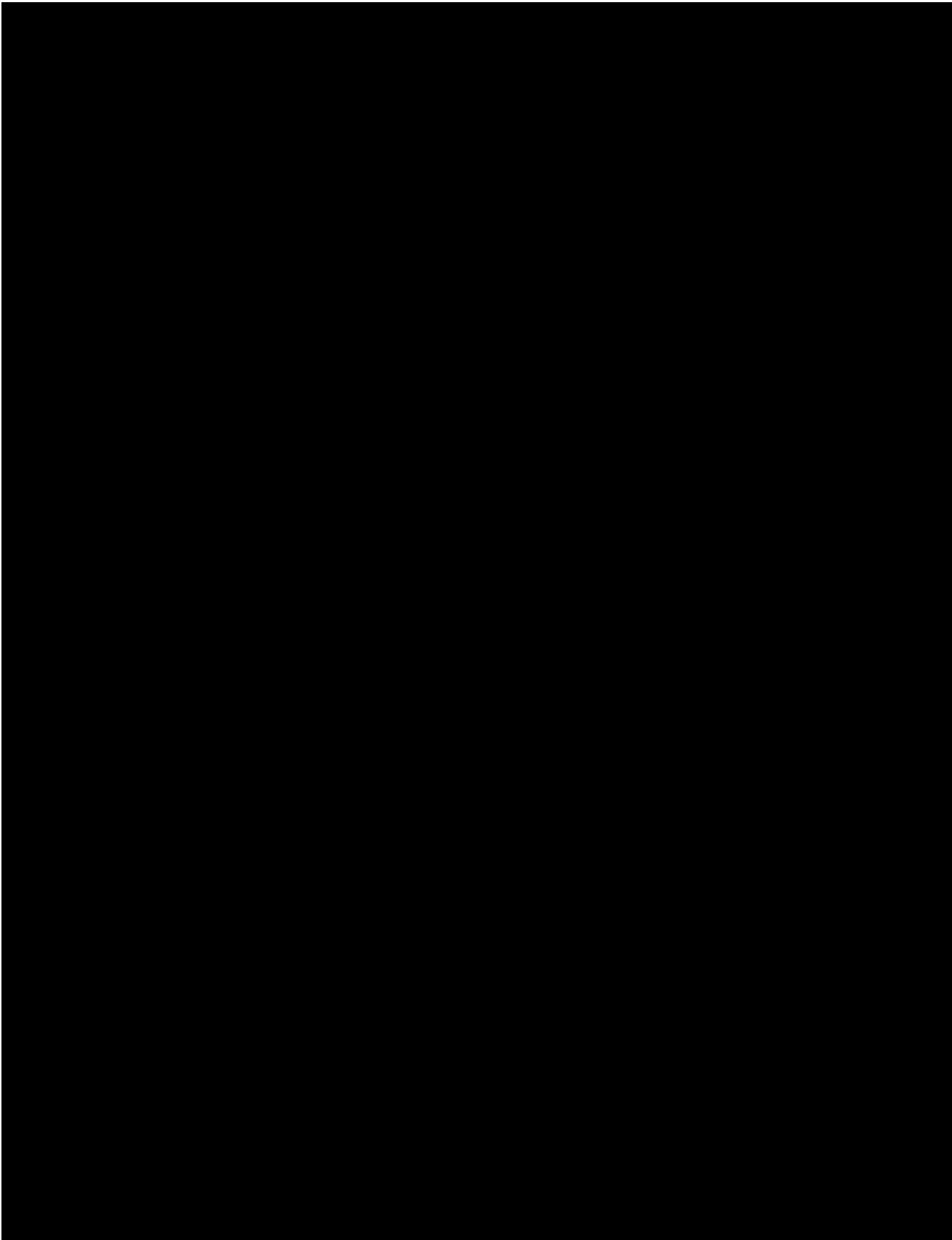
UK GDPR: the UK General Data Protection Regulation;

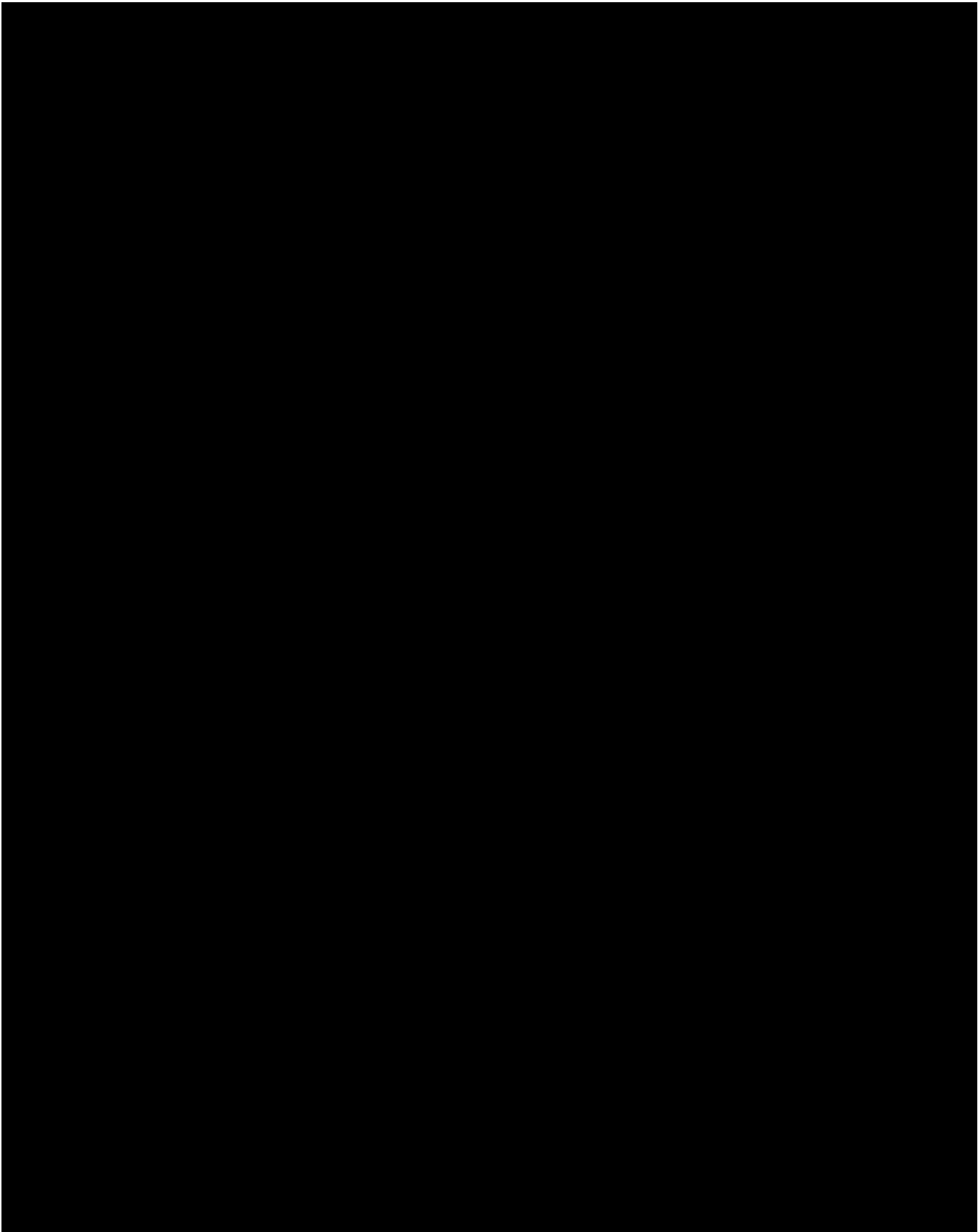
Joint Controllers: takes the meaning given in Article 26 of the UK GDPR;

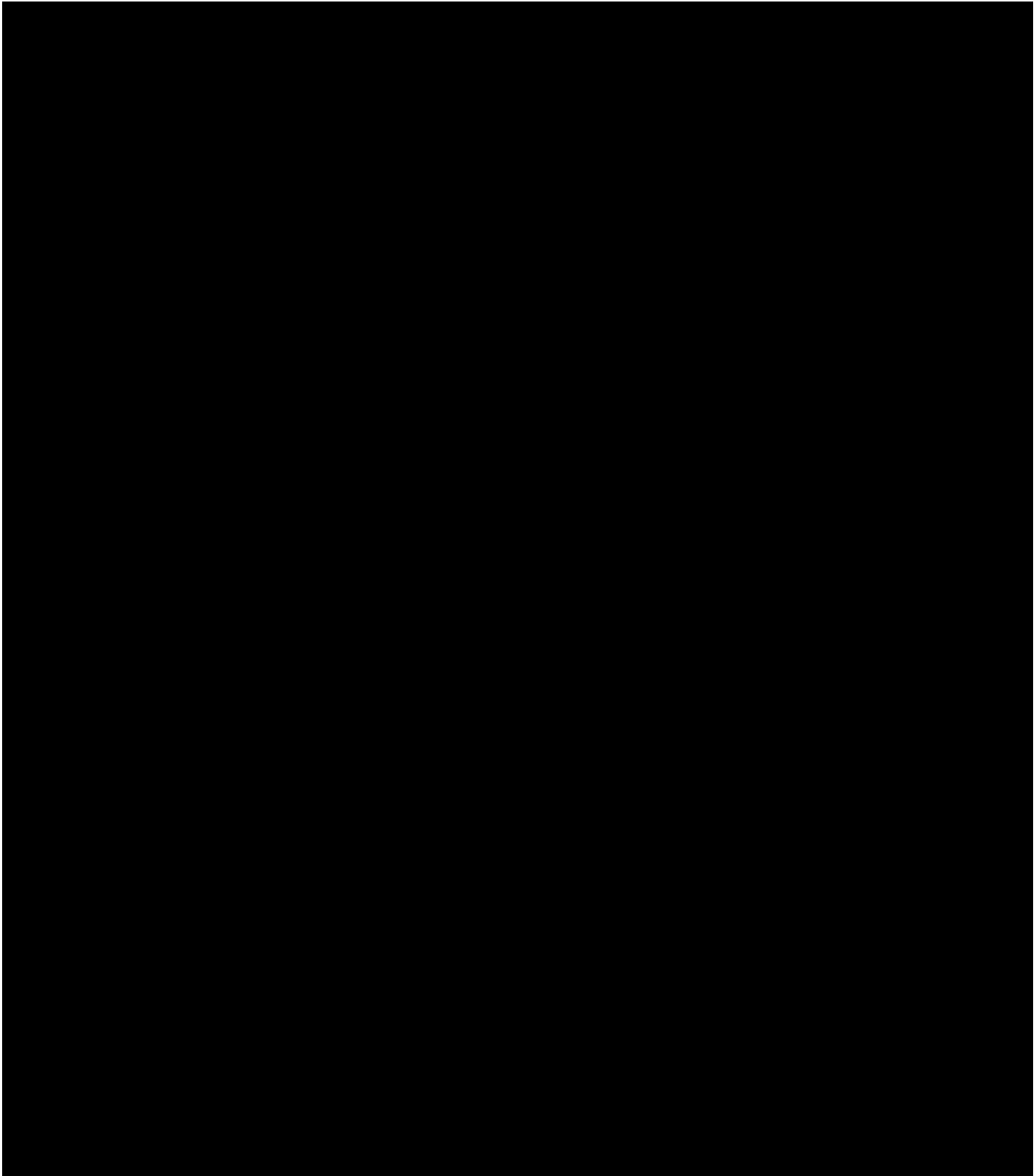
Law Enforcement Processing: processing under Part 3 of the DPA 2018;

Protective Measures: appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex 4 (Security);

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement.









ANNEX 3A

SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

