

## Order Form

CALL-OFF REFERENCE: UKEF-C2787

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: Norton Rose Fulbright LLP

SUPPLIER ADDRESS: 3 More London Riverside, London, SE1 2AQ

REGISTRATION NUMBER: OC328697

DUNS NUMBER: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11 March 2024.

It's issued under the Framework Contract with the reference number CR\_1901 for the provision of Legal Advice Services in respect of the UK Export Finance supported financing of two (2) Rolls-Royce XWB-84 engines (the "**Engines**") 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:** 1 March 2024

**CALL-OFF EXPIRY DATE:** 28 February 2025

**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, France, New York and Turkey, as further detailed below:

**1 English counsel:**

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

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

**2 French law counsel:**

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

**3 New York law counsel:**

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

**4 Turkish law counsel:**

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

■	[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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£194,250**.

**CALL-OFF CHARGES****UKEF ACCOUNT WORK CHARGES**

None

**AEROSPACE SECTOR CUSTOMER CHARGES**

- English counsel (Norton Rose Fulbright LLP): [REDACTED] based on Framework Prices
- French counsel (Norton Rose Paris): [REDACTED]
- New York counsel (Norton Rose New York): [REDACTED]
- Turkish counsel (Dikici Law Office): [REDACTED]

For the purposes of paragraph 8 of Framework Schedule 3, the applicable GBP-EUR exchange rate for all Supplier Fees due under this Call-off Contract (determined as at 15/02/2023) is 1:1.1695.

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**

[REDACTED]

Partner

[REDACTED]

ParisEight - 40 rue de Courcelles, 75008 Paris, France

**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:

Name:

Role: Partner

Date: 01/03/24

**For and on behalf of UKEF:**

Signature:

Name:

Role: Co-Head of  
Legal (interim)

Date: 11 March  
2024