



FTI Consulting LLP
200 Aldersgate, Aldersgate Street, London, EC1A 4HD

FAO: [REDACTED]
Email: [REDACTED]

Date: **19 April 2022**
Your Reference: **N/A**
Our Reference: **TIS0526**

Dear John,

Provision of Professional Services to act as a witness and provide testimony in SFO (Serious Fraud Office) Proceedings to The Insolvency Service

Following your proposal for the provision of professional services to [REDACTED] we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between The Insolvency Service and FTI Consulting LLP for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to continuing the successful working relationship and delivery.

This Letter, the Order Form, Contract Conditions and Annexes have been issued via DocuSign. Please confirm your acceptance of the Terms and Conditions by signing as directed within **14** calendar days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

The Insolvency Service will then arrange for Order Form to be countersigned and a copy returned to you which will create a binding contract between the parties.

Yours faithfully,

[REDACTED]

Commercial Business Partner, Corporate Services and Operations Category
Insolvency Service Commercial Team



Order Form

1.	Contract Reference	TIS0526	
2.	Date	19/4/2022	
3.	Buyer	The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ	
4.	Supplier	FTI Consulting LLP 200 Aldersgate, Aldersgate Street, London, EC1A 4HD	
5.	The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached INSS Standard Terms and Conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>	
6.	Deliverables	Goods	Not Applicable.
		Services	<ul style="list-style-type: none"> • Detailed review of witness statement and exhibits. • Review of additional material including correspondence with INSS and H's legal representatives over the period from 2013 to 2016. • Ad-hoc meetings and conference calls to discuss trial preparation. • Attend at court to give evidence.
7.	Specification	The Specification contains the Deliverables and are set out in Annex 2 below.	
8.	Term	<p>The Term shall commence on: 19 April 2022</p> <p>and the Expiry Date shall be: Until such a time that evidence has been submitted to trial and no further input is required</p> <p>Unless it is otherwise terminated in accordance with the terms and conditions of this Contract.</p>	
9.	Charges	The Charges for the Deliverables shall be as set out below in Annex 3.	
10.	Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to: payments@insolvency.gov.uk</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO</p>	



The Insolvency
Service

	Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to: payments@insolvency.gov.uk		
11. Buyer Authorised Representative(s)	For general liaison your contact will continue to be: [REDACTED] Email: [REDACTED] Tel: [REDACTED]		
12. Address for notices	<table border="0"> <tr> <td style="vertical-align: top;"> Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED] </td><td style="vertical-align: top;"> Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED] </td></tr> </table>	Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED]	Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED]
Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED]	Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED]		
13. Key Personnel	<table border="0"> <tr> <td style="vertical-align: top;"> Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED] </td><td style="vertical-align: top;"> Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED] </td></tr> </table>	Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED]	Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED]
Buyer: The Insolvency Service 16th Floor, 1 Westfield Avenue Stratford, London, E20 1HZ FOA: [REDACTED] Commercial Business Partner Email: [REDACTED]	Supplier: FTI Consulting LLP 200 Aldersgate Aldersgate Street, London, EC1A 4HD FOA: [REDACTED] Managing Director Email: [REDACTED]		
14. Procedures and Policies	<p>For the purposes of the Contract the Staff Vetting Procedures, data security requirements, equality and diversity policy and environmental policy are available on request from the Authorised Representative.</p> <p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>		



The Insolvency
Service

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Buyer:
Name: [REDACTED] Managing Director	Name: [REDACTED] Commercial Business Partner, Corporate Services and Operations Category
Date: 19/4/2022	Date: 19/4/2022
Signature: [REDACTED]	Signature: [REDACTED]



Annex 1 Authorised Processing Template

Contract:	TIS0526 Professional Services: Witness for SFO Case
Date:	19/4/2022
Description of Authorised Processing	Details
Subject matter of the Processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A



Annex 2 Specification

FTI Consulting LLP [REDACTED] will be required as a witness to give evidence at court in relation to an SFO case. This will include as a minimum the following activities:

- Detailed review of witness statements and exhibits (JXH001 – JXH229).
- Review of additional material including correspondence with The Insolvency Service and other legal representatives over the period from 2013 to 2016.
- Ad-hoc meetings and conference calls to discuss trial preparation.
- Attendance at court to give evidence.



Annex 3 Charges

Proposed Activity	Days	Total
Detailed review of witness statements and exhibits	8	[REDACTED]
Review of additional materials	2	[REDACTED]
Ad-Hoc meetings and calls for trial preparation	0.5	[REDACTED]
Attendance at court to give evidence	1	[REDACTED]
Totals:	11.5	£31,050.00

FTI Consulting LLP proposed a day rate as agreed for its award to the RM6188 Framework of £3,000.00 per day. This has been discounted by 10% with the day rate for this award being £2,700.00 per day.

A “day” consists of 8 hours. No additional costs for travel or expenses are permitted.