



UK Export
Finance

UK Export Finance
1 Horse Guards Road
London
SW1A 2HQ

T 020 7271 8010
gov.uk/uk-export-finance

Clifford Chance LLP
ICD Brookfield Place
Level 32
Dubai International Financial Centre (DIFC)
PO Box 9380
Dubai
United Arab Emirates

[REDACTED]
[REDACTED]

Date: 2023
Your ref: 75-41031818

Dear Sirs,

Legal advice in relation to an existing UK Export Finance supported Murabaha facility provided to [REDACTED] (the "Transaction")

Following your proposal for the supply of legal services to UK Export Finance ("**UKEF**") in relation to ongoing issues connected with the commercial terms agreement dated 4 December 2019 (and amended and/or restated from time to time, the "**CTA**") documenting the Transaction, 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 you and UKEF 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 forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] at the above address within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

[REDACTED]
[REDACTED]

UK Export Finance

Order Form

1. Contract Reference	UKEFSSA/CC/██████/2 or such other reference as notified by the Buyer to the Supplier from time to time	
2. Date	13/3/2023 _____ 2023	
3. Buyer	His Britannic Majesty's Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance) 1 Horse Guards Road London SW1A 2HQ	
4. Supplier	Clifford Chance LLP ICD Brookfield Place Level 32 Dubai International Financial Centre (DIFC) PO Box 9380 Dubai United Arab Emirates	
5. The Contract	<p>The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and 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	None
	Services	To be performed at the Supplier's premises
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 1 January 2023 and the Expiry Date shall be 31 December 2023, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving notice in writing to the Supplier prior to the Expiry Date. The Terms and conditions of the</p>	

	<p>Contract shall apply throughout any such extended period.</p>																												
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be calculated in accordance with hourly rates which shall not exceed the following maximum hourly rates except as agreed in writing between the Buyer and the Supplier:</p> <table border="1" data-bbox="435 416 1337 607"> <tr><td>██████████</td><td></td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████████</td><td>██████████</td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████</td><td>██████████</td></tr> </table> <table border="1" data-bbox="435 645 1337 741"> <tr><td>██████████</td><td></td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████</td><td>██████████</td></tr> </table> <table border="1" data-bbox="435 779 1337 938"> <tr><td>██████████</td><td></td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████████</td><td>██████████</td></tr> <tr><td>██████</td><td>██████████</td></tr> <tr><td>██████████</td><td>██████████</td></tr> </table> <p>In addition, Reimbursable Expenses may be provided for as part of the Charges if they are supported by sufficient information to enable the Buyer to reasonably assess whether such sums are properly payable.</p>	██████████		██████	██████████	██████	██████████	██████████	██████████	██████	██████████	██████	██████████	██████████		██████	██████████	██████	██████████	██████████		██████	██████████	██████████	██████████	██████	██████████	██████████	██████████
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<p>10. Payment</p>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>UK Export Finance 1 Horse Guards Road London SW1A 2HQ</p> <p>or</p> <p>██ or such other email address(es) specified by the Buyer from time to time</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 or permitting any local counsel third party suppliers to submit an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices</p>																												

	<p>will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please ask your Buyer contact.</p> <p>Save to the extent otherwise agreed in accordance with Annex 3, the Supplier shall direct local counsel third party suppliers to invoice the Buyer for Charges relating to [REDACTED] Deliverables and the Buyer shall pay such Charges to the relevant local counsel third party suppliers, in each case subject to and in accordance with the relevant provisions of the Contract (as if the relevant local counsel third party supplier were the Supplier) and clause 5.7 of the Conditions shall be modified accordingly.</p> <p>If agreed between the Buyer and Supplier, invoices for charges relating to the Deliverables may be issued to and/or marked as payable by [REDACTED] or an affiliate thereof, instead of the Buyer. To the extent the Supplier or the relevant local counsel third party supplier receives payment for such charges from [REDACTED] or any other person, this will be deemed to satisfy pro tanto the obligations of the Buyer to pay an equivalent amount under the Contract.</p>
<p>11. Buyer Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED] [REDACTED] [REDACTED]</p> <p>or such other person(s) specified by the Buyer from time to time</p>
<p>12. Address for notices</p>	<p>Buyer:</p> <p>UK Export Finance 1 Horse Guards Road London SW1A 2HQ Attention: [REDACTED] Email: [REDACTED]</p>

Supplier:

Clifford Chance LLP
 ICD Brookfield Place
 Level 32
 Dubai International Financial Centre (DIFC)
 PO Box 9380
 Dubai
 United Arab Emirates
 Attention: [REDACTED]
 Email: [REDACTED]

13. Key Personnel**Buyer:**

[REDACTED]
 Email: [REDACTED]

Supplier:

[REDACTED]
 Email: [REDACTED]

14. Procedures and Policies

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. 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.

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: [REDACTED] [REDACTED] Clifford Chance LLP	Name: [REDACTED] [REDACTED] UK Export Finance
Date: 8/3/2023	Date: 13/3/2023
Signature: [REDACTED]	Signature: [REDACTED]

Annex 1 – Processing Personal Data

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each Party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where there other Party is also “Controller”,

in respect of certain Personal Data under the Contract and shall specify in Annex 1A (*Authorised Processing*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1A (*Authorised Processing*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1A (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14 of the Conditions, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1A (*Authorised Processing*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Annex 1, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Conditions;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the UK or European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (v) the Controller and the Processor agree that without any further action being required they have entered into the ICO's standard contractual clauses¹ in respect of the processing of Personal Data outside of the UK and the European Economic Area.
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Annex 1, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.

¹ [International data transfer agreement and guidance | ICO](#)

7. The Processor's obligation to notify under paragraph 6 of this Annex 1 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Annex 1 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex 1. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes Special Categories of Data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;

- (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Annex 1 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. UKEF may, at any time on not less than 30 Working Days' notice, revise this Annex 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. UKEF may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement an agreement that is necessary to comply with UK GDPR Article 26.

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Annex 1, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1A (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or

correspondence in the timeframes specified by Data Protection Legislation.

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1A (*Authorised Processing*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1A (*Authorised Processing*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Annex 1 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 17 to 27 of this Annex 1.
29. In the event that both Parties are Controllers of the Personal Data and for the purposes of the Services the Personal Data will be transferred outside of the UK and the European Economic Area the Parties agree:
- 29.1. that without any further action being required they have entered into the ICO's standard contractual clauses² in respect of data transfers by the Supplier outside of the UK and the European Economic Area;

² [International data transfer agreement and guidance | ICO](#)

29.2. to use best endeavours to complete the annexes to the standard contractual clauses promptly and at their own cost for the purpose of giving full effect to them; and

29.3. that if there is any conflict between the Contract and the standard contractual clauses the terms of the standard contractual clauses shall apply.

Annex 1A – Authorised Processing

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

The contact details of UKEF's Data Protection Officer are:

[REDACTED]

1.1 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant UKEF Personnel (excluding the Supplier Personnel) engaged in the performance of UKEF's duties under the Contract) for which UKEF is the Controller, • staff of third parties to a transaction
Duration of the Processing	From the Framework Start Date to the Framework Expiry Date and for each Call-off Contract from Call-Off Start Date to Call-Off Expiry Date

<p>Nature and purposes of the Processing</p>	<p>collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose is for the provision of legal services</p>
<p>Type of Personal Data</p>	<p>name, address, e-mail address, , telephone number, images.</p>
<p>Categories of Data Subject</p>	<p>Staff (including agents, consultants, advisers, and temporary workers), customers/ clients, suppliers</p>
<p>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</p>	<p>minimum of seven years from Framework Expiry Date or Call-Off Expiry Date</p>

Annex 2 – Specification

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

- [Redacted]

- [Redacted]

- [Redacted]

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- [Redacted]

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

Annex 3 – Special Terms

For the purposes of the Contract, the Conditions are modified and supplemented as follows:

1. Services clauses

a) A new clause 4.4 shall be added to the Conditions as follows:

“4.4

- (a) The Buyer acknowledges that the Supplier shall engage local counsel third party suppliers to supply Deliverables relating to [REDACTED] and [REDACTED] law legal advice in accordance with those sections of Annex 2.
- (b) A separate duty of care letter shall be signed by the Buyer (or, where so instructed by the Buyer, the Supplier acting as the Buyer's agent) and each such local counsel third party supplier (“**Written Engagement Terms**”) which are in an acceptable format to the Buyer and shall include as a minimum a provision which ensures such third party supplier is directly liable to the Buyer for its legal advice provided to the Buyer (including any action, omission, error or deficiency in connection therewith).
- (c) Other than where local counsel third party suppliers have accepted liability to the Buyer in Written Engagement Terms for such Deliverables the Supplier shall retain liability for Deliverables provided by such local counsel third party suppliers.
- (d) The Supplier shall take reasonable care in the instruction of, and engagement with, the local counsel third party suppliers.
- (e) Where the Supplier has acted reasonably in relying upon local counsel's work, the Supplier shall not be liable for any loss or damage caused by such reliance by the Supplier for the purposes of its own advice.
- (f) Where the Supplier has instructed such local counsel third party supplier, they may, for convenience, address their bills to the Supplier and the Supplier will show those charges as a Reimbursable Expense on the Supplier's own bills to the Buyer. This will not indicate an assumption of responsibility by the Supplier for the advice or services provided by any such third party.
- (g) For the avoidance of doubt, for those matters where the local counsel third party suppliers have accepted liability pursuant to clause 4.4(c) above, the Supplier shall not retain any liability arising from the local counsel third party's status as a subcontractor or “Subcontractor” for the purposes of the Contract Conditions or otherwise arising out of the advice, services or Deliverables provided by them.
- (h) The Supplier's services shall not extend to advice on non-legal issues such as (but not limited to) technical, financial and accounting matters. The Supplier shall not be responsible for the accuracy or effectiveness of formulae, mathematical calculations or technical specifications even where these appear in documents that the Supplier has drafted or

reviewed. The Buyer shall make separate arrangements to review such matters, taking expert advice as necessary.

2. Intellectual Property Rights (IPRs)

- a) A new clause 10.7 shall be added to the Conditions as follows:
"10.7 If any Deliverable prepared by the Supplier or any advice given by the Supplier to the Buyer during the course of the Contract is subsequently used by the Buyer or anyone else (in whole or in part) in relation to any other matter where the Supplier has not been specifically engaged to advise, the Supplier will have no liability in relation to that other matter or the Deliverable or advice (or part) that is used."

3. Ending the contract

- a) Clause 11.5(d) shall be deleted and replaced with the following:
"11.5(d) the Supplier must securely and promptly delete or return the Government Data except where required to retain copies by law or regulation or for its own internal audit, back-up or legal defence reasons;"
- b) A new clause 11.7 shall be added to the Conditions as follows:
"11.7 At the Buyer's request, the Supplier must terminate any subcontract with local counsel third party suppliers in any of the following circumstances:
(a) there is a change of control in respect of such third party supplier which is not approved by the Buyer in writing;
(b) the acts of omissions of such third party supplier have caused or materially contributed to a right of termination under clause 11.3; and/or
(c) such third party supplier or its affiliates embarrasses or brings into disrepute or diminishes public trust in the Buyer."

4. Maximum liability

- a) Clause 12.4 of the Conditions shall be deleted and replaced with the following:

"12.4 In spite of clause 12.1, but subject to clause 12.6, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b)."

- B) Clause 12.5 of the Conditions shall be deleted and replaced with the following:

"12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities. Nothing in the indemnities at clauses 13.2 and 14.26(e) nor this Clause 12 shall prevent the Supplier from contending that any loss is too remote or unforeseeable, or that the Buyer has failed to take reasonable steps to mitigate its loss or has contributed to such loss through its own negligence".

c) Clause 12.6 shall be deleted in its entirety and shall be replaced with the following:

" 12.6.(a) Notwithstanding any other provision to the contrary, the total aggregate liability of the Supplier, its partners and its employees directly or indirectly relating to the Contract shall be limited to £100,000,000 (one hundred million pounds). This total aggregate limit shall apply to any and all causes of action brought against the Supplier from or connected to the Contract and shall apply to: (i) the Buyer; and (ii) any other person or entity to whom (at the Buyer's request or with the Buyer's knowledge) the Supplier owes a duty of care in relation to that matter.

(b) Further (and subject always to the limitation set out at 12.6(a) above), the Buyer's recourse (together with that of any other person or entity advancing a claim by or through the Buyer) for any claim brought against the Supplier, its partners or any of its employees (and the liability of the Supplier, its partners and its employees for any claim) shall be limited to the assets or property which comprise the partnership property of the Supplier entity that has entered into this Contract. The Buyer therefore agrees that as regards any claim (except in the case of fraud, dishonesty or intentional disregard of professional obligations, or as otherwise provided by local law), no partner or other representative of the Supplier will have any liability to the Buyer in respect of any claim.

(c) Where the Buyer has a number of persons, including the Supplier, advising on the Contract, it is agreed that the Supplier's position will not be adversely affected by the limitation or exclusion of the other person's liability or inability to pay.

(d) All limitations of liability in these Special Terms to the Conditions shall apply regardless of whether the liability is direct or indirect, whether it is in contract, equity, tort (which includes negligence and misrepresentation), fiduciary or statutory duty or otherwise and whether it relates to an act, omission, statement or delay.

(e) Nothing in these Special Terms to the Conditions shall (i) operate to limit any liability which cannot be lawfully limited or excluded under any local legal or professional rules in any relevant jurisdiction; (ii) limit the liability of any person to the Buyer for fraud on the Supplier's part (or fraud carried out by any of the Supplier's employees), death or personal injury."

d) A new clause 12.7 shall be added to the Conditions as follows:

"12.7 In spite of clause 12.1 but subject to clause 12.6, the Supplier does not limit or exclude liability for any of the following:

- (a) any fine or penalty pursuant to law that results from a Default and any costs incurred by the Buyer in defending any proceedings which result in such fine or penalty;
- (b) any loss incurred by the Buyer in connection with, arising out of, or as a result of, any Default in respect of a Deliverable, provided by or on behalf of the Supplier under the Contract; or
- (c) any loss incurred by the Buyer in connection with, arising out of, or as a result of any negligent legal or professional advice, provided by or on behalf of the Supplier under the Contract.”

5. Data Protection

a) Clause 14 shall be deleted in its entirety and replaced by the following:

“14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Annex 1A (*Authorised Processing*).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send UKEF copies on request.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system and complies with the Security Policy (if applicable) and any applicable Security Management Plan.

14.5 If, at any time, the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify UKEF and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable UKEF may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that UKEF receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party’s reasonable costs of complying with Clause 14.6 unless UKEF is at fault.

14.8 The Supplier:

- must provide UKEF with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- must securely and promptly delete or return the Government Data except where required to retain copies by law or regulation or for its own internal audit, back-up or legal defence reasons
- indemnifies UKEF against any and all Losses incurred if the Supplier breaches Clause 14 (Data Protection) and any Data Protection Legislation.”

6. Confidentiality

- a) Clause 15.2 of the Conditions shall be deleted and replaced with the following:

“15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure, in each case to the extent that it is lawful and reasonably practicable to do so;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party’s Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) to its professional advisers on a need-to-know basis; and
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.”

- b) Clause 15.4 of the Conditions shall be deleted and replaced with the following:

“15.4 The Buyer may disclose Confidential Information in any of the following cases:

- (a) to the employees, agents, advisers, consultants and contractors of the Buyer;
- (b) to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

- (c) to any of the Buyer's insurers and/or reinsurers and any other party with whom the Buyer may potentially enter into insurance or reinsurance arrangements (and their agents, brokers and consultants)
- (d) to the Serious Fraud Office, the National Crime Agency or any other authority in connection with any breach, or potential breach, of applicable law or regulation;
- (e) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (f) where requested by Parliament or any international organisation of which the Buyer or the United Kingdom is a member; and
- (g) under clauses 5.7 and 16."

7. Conflict of interest

New clauses 31.4 and 31.5 shall be added to the Conditions as follows:

"31.4

- (a) The Supplier may, with the prior consent of the Buyer, act for the Financial Institutions (other than any bank or other financial institution acting as trustee for the investors, or as arranger, under a financing or refinancing in the debt capital markets) in addition to the Buyer in respect of the financing transaction (the "**Transaction**") which is subject of the Contract and shall ensure that:
 - i. such arrangement will not give rise to a conflict of interest between the Supplier's duty to the Buyer and the Supplier's duty to the Financial Institutions;
 - ii. the Supplier will not be advising the Financial Institutions on their position as against the Buyer (including, without limitation, in relation to inter-creditor issues or any guarantee provided by the Buyer); and
 - iii. any agreement between the Supplier and the Financial Institutions allows the Supplier to terminate its arrangement with the Financial Institutions in the event of a conflict of interest between the Supplier's duty to the Buyer and the Supplier's duty to the Financial Institutions and to be appointed to continue to act solely for the Buyer if the Buyer so requires.
- (b) Without prejudice to clause 31.3, if in the opinion of the Buyer a conflict of interest has arisen or could arise between the Supplier's duty to the Buyer and its duty to the relevant Financial Institutions, the Buyer shall notify the Supplier and the Supplier shall immediately cease to act for the Financial Institutions and the Buyer shall, in its absolute discretion, determine whether the Supplier should continue to act solely for the Buyer in relation to the Transaction.
- (c) For the purpose of this clause 31, "conflict" or "conflict of interest" shall have the meaning set out in the SRA Handbook, as amended from time to time."

- "31.5 The Supplier shall immediately notify the Buyer (subject always to its overriding duties of confidentiality owed to the Financial Institutions) if it

becomes aware of an actual or potential conflict of interest between its duty to the Buyer and its duty to the Financial Institutions.”

8. Definitions

The following new definitions shall be added to clause 1 of the Conditions:

- “Default”** means any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;”
- “Financial Institutions”** means the banks and/or other financial institutions which benefit or will benefit from the guarantee(s) provided by the Buyer in relation to the financing transaction which is subject of the Contract;
- “Protective Measures”** means appropriate technical and organisational measures 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 such measures.
- “Reimbursable Expenses”** means the reasonable out of pocket, travel and subsistence (for example, hotel and food) expenses and reasonable other expenses properly and necessarily incurred in the performance of the Services, but not including:
- (a) telephone, photocopying, printing, stationery or similar charges; and
 - (b) travel expenses, unless the Buyer otherwise agrees in advance in writing;
 - (c) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;”

Appendix – Conditions



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