

**Order Form**

CALL-OFF REFERENCE: CR-20230522-005

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 \_\_\_\_\_ 2023.

It's issued under the Framework Contract with the reference number CR\_1901 for the provision of Legal advice services to implement USD LIBOR transition amendments in respect of the UK Export Finance supported financing of two (2) Rolls Royce Trent 1000 TEN Aircraft Engines for [REDACTED] [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**

N/A

**CALL-OFF START DATE:** 1 June 2023

**CALL-OFF EXPIRY DATE:** 31 March 2024

**CALL-OFF INITIAL PERIOD:** 9 months

**CALL-OFF DELIVERABLES:**

The deliverables resulting from the requirement are expected to include legal advice from counsel in England, Cayman Islands and [REDACTED] 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]
- [REDACTED]  
[REDACTED]

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

**2 Cayman Island law counsel:**

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

**3 [REDACTED] law counsel:**

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

**CALL-OFF CHARGES**

**UKEF ACCOUNT WORK CHARGES**

None

**AEROSPACE SECTOR CUSTOMER CHARGES**

- English counsel (Norton Rose Fulbright LLP): [REDACTED] based on Framework Prices
- Cayman Island counsel (Maples): [REDACTED]
- [REDACTED] counsel ([REDACTED] [REDACTED] [REDACTED] [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 01/06/2023) is 1:1.2430.

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] [REDACTED]

Partner

██████████@██████████.com

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:**

[Redacted Signature]

Name: [Redacted]  
[Redacted]

Role: Partner

Date:

**For and on behalf of UKEF:**

Signature:

[Redacted Signature]

Name: [Redacted]  
[Redacted]

Role: Co-Head of  
Legal (Interim)

Date: