

PANEL AGREEMENT SCHEDULE 4
ORDER FORM AND TERMS AND CONDITIONS

ORDER FORM SECTION A

- (i) This Order Form dated 13 November 2017 is issued in accordance with the provisions of the Panel Agreement for the provision of general legal services.
- (ii) The Supplier agrees to supply the Ordered Panel Services specified below on and subject to the terms of this Legal Services Contract.
- (iii) For the avoidance of doubt this Legal Services Contract consists of the terms set out in this Order Form and the Terms and Conditions.
- (iv) By signing and returning this Order Form (which may be done by electronic means) the Supplier agrees to enter this Legal Services Contract with the Customer to provide the Ordered Panel Services in accordance with this Order Form and the Terms and Conditions.
- (v) The Parties hereby acknowledge and agree that they have read this Order Form and the Terms and Conditions and by signing below agree to be bound by this Legal Services Contract.
- (vi) In accordance with paragraph 7 of Panel Schedule 5 (Ordering Procedure), the Parties hereby acknowledge and agree that this Legal Services Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this Order Form (together with the Terms and Conditions) from the Supplier within two (2) Working Days from such receipt.

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| 1.1 | Customer's reference number: not applicable |
| 1.2 | Department for Work and Pensions, Commercial Directorate ("CUSTOMER") |
| 1.3 | Womble Bond Dickinson (UK) LLP 4 More London Riverside, London, SE1 2AU Registered Company Number: 10796424 ("SUPPLIER") |

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| 1.4 | Commencement Date: 13 November 2017 |
| 1.5 | Term Expiry Date: 20 July 2018 |
| 1.6 | Signed for and on behalf of the Customer by an authorised representative: |
| | Name and Title [Redacted] [Redacted] [Redacted] |
| | Signature [Redacted] |
| | Date [Redacted] |
| 1.7 | Signed for and on behalf of the Supplier by an authorised representative: |
| | Name and Title [Redacted] [Redacted] |
| | Signature [Redacted] |
| | Date 24 th November 2017 |

ORDER FORM SECTION B

1. PANEL SERVICES

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| <p>1.1</p> | <p>Panel Services:</p> <p>The service requirements are as follows:</p> <ol style="list-style-type: none">1. To advise as necessary [REDACTED] and in particular on the [REDACTED] Agreement between the DWP and its main supplier, including<ol style="list-style-type: none">a. termination and compromise of that Agreement;b. Providing advice on the strength and risk of any termination action;c. Drafting the appropriate documents to terminate and/or compromise the Agreement and any additional related documents, such as confidentiality clauses/agreements;2. To advise on the impact of termination action taken by DWP on the [REDACTED] supply chain, including liability issues and consequential effects, including<ol style="list-style-type: none">a. Assessing the terms of the supply chain contracts to understand the consequential issues for DWP's policy for [REDACTED]3. To advise more generally on next steps on any commercial legal action needed to support [REDACTED].4. To advise more generally on Financial Service issues where specialist advice is required. <p>Skills, Experience and Formal Qualification</p> <p>The supplier must provide UK qualified lawyers with significant experience in the following areas:</p> <ul style="list-style-type: none">• Excellent knowledge of Government policies, existing and future;• Expertise in commercial and procurement strategies. |
| <p>1.2</p> | <p>Management and review of the Services</p> <p>The contract will be managed by Government Legal Department Commercial Law Group in accordance with their standard contract management model. All work commissioned must be</p> |

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| | submitted to the senior lawyer for review and approval. Instructions to the supplier will be submitted by the senior lawyer and agreed with the supplier. All invoices from the supplier will be scrutinised by the senior lawyer. The contract will be formally reviewed at 3 monthly intervals by the senior lawyer and Commercial Law Deputy Director and performance of the supplier will be managed in accordance with GLAS performance management guidelines. Reviews will be carried out in February, May and July 2018. |
| 1.3 | Place of performance Principally at the Supplier's offices. The Supplier shall attend meetings at the Customer's office, Supplier's offices or such other venues as may be notified by the Customer to the Supplier. |

2. CHARGES

| 2.1a | <p>Hourly rates will be used (as shown in table below) except where a fixed price has been agreed between the customer and the supplier (see 2.3 Fixed Price below)</p> <p>Prices for all other work to be agreed between the customer and the supplier as appropriate.</p> <table border="1"> <thead> <tr> <th><i>Seniority</i></th> <th><i>Hourly rate</i></th> <th><i>Daily rate</i></th> <th><i>Monthly rate</i></th> </tr> </thead> <tbody> <tr> <td>Partner</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>Senior Solicitor</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> <tr> <td>Solicitor</td> <td>██████████</td> <td>██████████</td> <td>██████████</td> </tr> </tbody> </table> <p>Where it is agreed hourly rates will be used the supplier will provide weekly WIP report to customer.</p> | <i>Seniority</i> | <i>Hourly rate</i> | <i>Daily rate</i> | <i>Monthly rate</i> | Partner | ██████████ | ██████████ | ██████████ | Senior Solicitor | ██████████ | ██████████ | ██████████ | Solicitor | ██████████ | ██████████ | ██████████ |
|-------------------------|---|-------------------|---------------------|-------------------|---------------------|----------------|------------|------------|------------|-------------------------|------------|------------|------------|------------------|------------|------------|------------|
| <i>Seniority</i> | <i>Hourly rate</i> | <i>Daily rate</i> | <i>Monthly rate</i> | | | | | | | | | | | | | | |
| Partner | ██████████ | ██████████ | ██████████ | | | | | | | | | | | | | | |
| Senior Solicitor | ██████████ | ██████████ | ██████████ | | | | | | | | | | | | | | |
| Solicitor | ██████████ | ██████████ | ██████████ | | | | | | | | | | | | | | |
| 2.1b | <p>Where any Supplier Personnel have completed eight (8) hours of work on any given day, the daily rate will apply irrespective of how many further hours of work are completed on that day.</p> <p>Where any Supplier Personnel have completed twenty (20) days of work in any given Month, the monthly rate will apply irrespective of how many further hours of work are completed in that Month.</p> | | | | | | | | | | | | | | | | |
| 2.2 | Estimate of Charges not used | | | | | | | | | | | | | | | | |
| 2.3 | <p>Fixed Price will be used when agreed between the customer and the supplier.</p> <p>A fixed price has been agreed for the following requirements;</p> <p><u>The No. 10 question</u> Supplier has to agreed to a fixed price of ██████████</p> | | | | | | | | | | | | | | | | |

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| | <p><u>Substantive note on termination rights and practical next steps</u></p> <p>Supplier has agreed to a fixed price of [REDACTED]</p> <p>Supplier will apply [REDACTED] value add to the above work so overall fixed price for the 2 requirements described above will be [REDACTED] plus VAT.</p> <p>Fixed prices for all other work to be agreed between the customer and the supplier as appropriate.</p> |
| 2.4 | Capped Price not used |
| 2.5 | <p>Other Costs</p> <p>Reimbursable Expenses</p> <p>Not payable</p> <p>Disbursements</p> <p>Payable</p> <p>Disbursements shall only be payable where the Customer has authorised that the Disbursements may be incurred in advance.</p> |

3. MISCELLANEOUS

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| 3.1 | <p>CUSTOMER REPRESENTATIVE</p> <p>[REDACTED] Senior Lawyer Caxton House Tothill Street London, SW1H 9NA [REDACTED]</p> |
| 3.2 | <p>SUPPLIER REPRESENTATIVE</p> <p>[REDACTED], Partner Womble Bond Dickinson (UK) LLP 4 More London Riverside London SE1 2AU [REDACTED]</p> |

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| | <p>[REDACTED]</p> |
| 3.3 | <p>KEY PERSONNEL</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> |
| 3.4 | <p>NOTICES</p> <p>CUSTOMER</p> <p>[REDACTED] Senior Lawyer Caxton House Tothill Street London, SW1H 9NA [REDACTED]</p> <p>SUPPLIER</p> <p>[REDACTED] Partner Womble Bond Dickinson (UK) LLP 4 More London Riverside London SE1 2AU</p> |
| 3.5 | <p>CUSTOMER BILLING ADDRESS</p> <p>Womble Bond Dickinson (UK) LLP 4 More London Riverside London SE1 2AU</p> |
| 3.6 | <p>SUPPLIER BANK DETAILS</p> <p>Account Name: [REDACTED]</p> <p>Sort code: [REDACTED]</p> <p>Account No: [REDACTED]</p> <p>Swift code: [REDACTED]</p> <p>IBAN: [REDACTED]</p> |

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| 3.7 | CUSTOMER'S PURCHASE ORDER NUMBER REQUIRED |
| 3.8 | APPROVED SUB-CONTRACTORS None |
| 3.9 | Business Continuity and Disaster Recovery BCDR Supplier's BCDR Plan as submitted in its Tender |
| 3.10 | Exit Management: In Schedule 2 (Exit Management) |
| 3.11 | Transparency Reports In Contract Schedule 4 (Transparency Reports) |
| 3.12 | Call Off Guarantee (Clause 10 of the Legal Service Contract): Not required |

4. VARIATIONS TO THE TERMS AND CONDITIONS

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| 4.1 | Liability cap £10m (see attached WombleBondDickinson engagement letter dated 16 November 2017) |
| 4.2 | Conflicts of Interest None currently arise |
| 4.3 | Confidentiality not applicable |
| 4.5 | Intellectual Property Rights not applicable |
| 4.6 | not applicable |

ORDER FORM SECTION C



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83961(1)_Signed Eng

[Customer to insert text/documentation as appropriate]