Order Form

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| CALL-OFF REFERENCE: | CCDE23A11 |
| THE BUYER. | UK Export Finance |
| BUYER ADDRESS | 1 Horse Guards Road,London, Middlesex, SWIA 2HQ |
| THE SUPPLIER. | KPMG |
| SUPPLIER ADDRESS: | 15 Canada Square, London E 14 5GL |
| REGISTRATION NUMBER | OC301540 |
| DUNS NUMBER: | 001667906 |

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated to be confirmed at award.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Financial Reporting Changes - Accounting and Actuarial Advice.

CALL-OFF LOT:

Lot 4 — Finance

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used.

If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

1. Joint Schedule 1 (Definitions and Interpretation) RM6187
2. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

* + Joint Schedule 1 (Definitions)
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 5 (Corporate Social Responsibility)
	+ Joint Schedule 7 (Financial Difficulties)
	+ Joint Schedule 8 (Guarantee)
	+ Joint Schedule 9 (Minimum Standards of Reliability)
	+ Joint Schedule 10 (Rectification Plan)
	+ Joint Schedule 11 (Processing Data)

Call-Off Schedules

* + Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 3 (Continuous Improvement)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
	+ Call-Off Schedule 9 (Security)
	+ Call-Off Schedule 14 (Service Levels)
	+ Call-Off Schedule 15 (Call-Off Contract Management)
	+ Call-Off Schedule 18 (Background Checks)
1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility)
3. 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 Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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:

The following Special Terms are incorporated into this Call-Off Contract:

1. If Supplier Non-Performance arises from an Authority Cause, the Supplier may request the Buyer to consult with it (and the Buyer agrees to enter into such consultation) to discuss the Authority Cause including its root cause and impact on the Delivery of the Services and the Deliverables. The Parties will accordingly and in good faith endeavour to agree any actions or measures that will be undertaken by either Party to address and rectify any adverse impacts of the Authority Cause on the provision of the Services and Deliverables including agreeing timescales for such actions or measures or any corresponding Variation and any cost implications.

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| Call-off start date: | 20th November 2023 |
| Call-off expiry date: | 1 9th November 2025 |
| Call-off initial period: | Two (2) years |

Call-Off option extension period: One (1) year

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short Form Security will apply.

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are Redacted under FOIA section 43, Commercial Interests.

Call-off charges

The total contract value including all expenses but excluding VAT Redacted under FOIA section 43, Commercial Interests. Total fixed price including all expenses but excluding VAT - Redacted under FOIA section 43, Commercial Interests

Incremental cost to include the comparative balance sheet, comparative profit and loss, and comparative disclosures excluding VAT - Redacted under FOIA section 43, Commercial Interests

All costs and rates must remain firm for the first 12 months of the contract.

Refer to Call-Off Schedule 5 (Pricing) for further details.

The Charges will not be impacted by any change to the Framework Prices.

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

• Specific Change in Law

 Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Not Recoverable

Payment method

Invoicing will be on completion of an approved Deliverable, with invoices separated for each Deliverable.

Payment can only be made following satisfactory delivery and UKEF approval of preagreed certified products and deliverables as set out within schedule 20 and schedule 5.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Works detailed against deliverables within the invoices will need to be approved by the Customer.

The approvals will be stored on the UKEF system (SharePoint).

Invoices and approvals must be presented to the Programme Manager ahead of submission,

# Buyer's invoice address

Invoices should be submitted (and copied to the Programme Manager and UKEF FRC PMO) to: Redacted under FOIA section 40, Personal Information

All invoices will require a PO number. Any without will not be processed.

# FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

Buyer's authorised representative

Redacted under FOIA section 40, Personal Information

Buyer's security policy Available here:

Security Framework

Policy.docx

Supplier's authorised representative

Redacted under FOIA section 40, Personal Information

Progress report frequency

The reporting requirements for this project:

Weekly: actual days per role used for each deliverable to allow for spend tracking

Fortnightly: progress against plan and any deviation

Monthly: roles coming onto the programme in the next quarter and their SC status Monthly: performance reports detailing achievement against the KPls set out in section 15 in Attachment 3 — Statement of Requirements.

Progress meeting frequency

The Supplier will be required to attend monthly Contract performance meetings (or more often as agreed by supplier and customer) which will be virtual/in-person on a 2-monthly rotating basis (in-person month 1, virtual month 2, in-person month 3). Attendance shall be at the Supplier's own expense.

Key staff

Redacted under FOIA section 40, Personal Information

Key subcontractor(s)

Not applicable

# Service credits

Each week of delay beyond the Delivery Date for a Deliverable will accrue one service credit.

A service credit will be equivalent to 2.5% of the actuals for that Deliverable.

Service Credits will only be applied where the delay is a result of the Supplier's action or inaction.

The Service Period is: one week

A Critical Service Level Failure is: See Call-Off Schedule 14 (Service Levels)

* Failure to meet the Service Level Performance Measure for 3 or more

Service Level Performance Criterion in a given Service Period; or,

* Failure to meet the same Service Level Performance Measure over 3 consecutive Service Periods:

Additional insurances

Not applicable

Guarantee

Not Applicable

# Buyer's environmental and social value policy

There are no specific sustainability requirements of this contract.

The Supplier will be required to describe how they will support health and wellbeing in the workplace and will deliver activities to support the mental health of the programme.

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a CallOff Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms,

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

Redacted under FOIA section 40, Personal Information

For and on behalf of the Buyer:

Redacted under FOIA section 40, Personal Information