



# UK Supplier Application for a Guarantee under the Bond Support Scheme and/or Export Working Capital Scheme

UK SUPPLIERS SHOULD NOT SEND THIS APPLICATION DIRECTLY TO  
UKEF. ALL APPLICATIONS MUST BE SUBMITTED BY A PARTICIPATING  
BANK

## **Corruption and Money Laundering**

Please note that the OECD countries, including the United Kingdom, are committed to combating corruption and money laundering. The law in the UK has been strengthened in order to do so. Whilst the UK Supplier is responsible for ensuring that its activities comply with all laws that are relevant to the Supply Contract, UKEF draws the UK Supplier's attention, in particular, to the applicable law on corruption contained in the Bribery Act 2010 and to the applicable law on money laundering contained in Part 7 of the Proceeds of Crime Act 2002.

Certain acts committed abroad may constitute criminal offences in the UK. The UK Supplier should also be aware that UKEF routinely refers allegations of bribery and corruption and money laundering to the appropriate authorities.



## FOR COMPLETION BY THE SUPPLIER

| 1 UK SUPPLIER'S DETAILS   |  |
|---|--|
| Full legal company name   |  |
| Company registration number   |  |
| Date of current UK Supplier's Questionnaire   |  |
| Is all of the information provided in the UK Supplier's Questionnaire still correct and complete? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No<br>Give details of any changes and/or additional information below |
|   |  |

## 2 UK SUPPLY CONTRACT DETAILS

### 2.1 Buyer, Destination and Date of UK Supply Contract

|   |  |
|---|--|
| Buyer's full legal name   |  |
| Buyer's address   |  |
|   |  |
|   |  |
| Date (or anticipated date) of signature of the UK Supply Contract |  |



## 2.2 Details of the UK Supply Contract

|                |  |
|----------------|--|
| Price:         |  |
| Currency:      |  |
| Payment terms: |  |
|                |  |

## 2.3 Delivery Schedule

|  |  |
|--|--|
| Provide details of any project phases in which the UK Supply Contract will be performed and their start and end dates (e.g. commencement of bespoke design and manufacturing, delivery of service, despatch of goods, installation, commissioning, date of acceptance, contractual maintenance, end of warranty/retention period etc). |  |
|--|--|

## 2.4 Goods and/or Services to be supplied

|  |  |
|--|--|
| (a) Describe the goods and/or services to be supplied under the UK Supply Contract (including whether any of the goods are second-hand)                              |  |
| (b) Are the goods and/or services made to order or off the shelf?  | <input type="checkbox"/> Made to order<br><input type="checkbox"/> Off the shelf |
| (c) If any goods and/or services are being supplied by companies outside the UK, please state the cost to you of purchasing them (in currency of UK Supply Contract) |  |



## 2.5 Governing Law of the UK Supply Contract

|  |  |
|--|--|
| (a) Is the UK Supply Contract governed by the laws of England & Wales, Northern Ireland or Scotland?   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |
| (b) If the UK Supply Contract contains an exclusive submission to jurisdiction clause, does this provide for all disputes to be resolved by the courts of England & Wales, Northern Ireland or Scotland? | <input type="checkbox"/> Yes<br><input type="checkbox"/> No            |
| (c) If the UK Supply Contract contains arbitration provisions, is the seat or arbitration expressed to be London?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |

### 3 ANCILLARY INFORMATION

|   |   |
|---|---|
| (a) UK Supplier's experience of providing the goods or services to be supplied under the UK Supply Contract | <i>Provide a brief description, including how the contract relates to the normal scope and scale of work carried out by the exporter</i>                |
| (b) Technical, operational or financial challenges in performing the UK Supply Contract                     | <i>Provide a brief description, including any special provisions required to fulfil the contract e.g. additional staff, specialised equipment, etc.</i> |
| (c) UK Supplier's experience with the Buyer   | <i>Provide a brief description including any trading history, arrears or defaults and connected ownership</i>   |



|   |   |
|---|---|
| (d) UK Supplier's experience with any sub-contractors or sub-suppliers of the goods and/or services to be supplied under the UK Supply Contract | <i>Provide a brief description</i>                          |
| (e) Is the UK Supplier performing the UK Supply Contract as part of a consortium or joint venture?  | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

#### 4 BONDS TO BE GUARANTEED

*(Complete this section only if you wish UKEF to provide your bank with a bond support guarantee)*

##### 4.1. Bond details

| Type | Maximum Value | Currency | Anticipated Issue Date | Anticipated Expiry Date | Profile (e.g. periodic reductions against specific milestones) |
|------|---------------|----------|------------------------|-------------------------|--|
|      |               |          |                        |                         |  |

##### 4.2 Payment schedule

|  |                          |
|--|--------------------------|
| Tick the box to confirm you have attached a schedule of stage payments, and due dates, under the UK Supply Contract to which the bond to be guaranteed is related. | <input type="checkbox"/> |
|--|--------------------------|

##### 4.3 Beneficiary

|   |  |
|---|--|
| (a) Who will be the beneficiary of the bonds? (If the same as the buyer mentioned in section 2.1 state "Buyer") |  |
|---|--|



#### 4.4 Existing supply-related contract bonding

| Types of Bonds | Value Outstanding | Expiry Date | Nature of Export | Buyer's Country |
|----------------|-------------------|-------------|------------------|-----------------|
|                |                   |             |                  |                 |

#### 4.5 UK Supplier's experience with contract bonding

|   |  |
|---|--|
| (a) Value of supply-related contract bonds issued in the past 3 years |  |
| (b) Number and value of calls on supply-related contract bonds issued |  |

### 5 WORKING CAPITAL FACILITY TO BE GUARANTEED

*(Complete this section only if you wish UKEF to provide your bank with a guarantee for a working capital facility)*

#### 5.1 Facility to be guaranteed

| Maximum Value | Currency | Term | Anticipated Commencement Date | Purpose |
|---------------|----------|------|-------------------------------|---------|
|               |          |      |                               |         |
|               |          |      |                               |         |



## 5.2 Anticipated Drawdown Schedule

| Date | Amount |
|------|--------|
|      |        |

## 5.3 Repayment Schedule

| Date | Amount |
|------|--------|
|      |        |

## 5.4 Trade Timeline

|  |                          |
|--|--------------------------|
| Tick the box to confirm that you have attached the Trade Timeline (also known as a Trade Cycle Analysis) relating to the facility to be guaranteed | <input type="checkbox"/> |
|--|--------------------------|

## 6 AGENTS

*If more than one Agent is involved provide separate answers in respect of each Agent*

|  |   |
|--|---|
| (a) Is there an Agent (as defined in Section 9.1) who has acted, or who will act, in relation to the UK Supply Contract or any Related Agreement (as defined in Section 9.1)?                              | <input type="checkbox"/> Yes (Complete (b) to (e) below)<br><input type="checkbox"/> No (Go to Section 7) |
| (b) Name and address of Agent  |   |
| (c) Give details of the services which the Agent has provided, or is providing   |   |
| (d) Specify the amount (or, if in the form of payments in kind, the value) of any commission, fees or other remuneration relating specifically to the UK Supply Contract which is/are payable to the Agent |   |
| (e) Specify the country or countries where any commission, fees or other remuneration is/are payable to the Agent  |   |



## 7 CODE OF CONDUCT

(a) Does your company have a code of conduct and written procedures of the type contemplated by section 7(2) of the Bribery Act 2010 in place to discourage and prevent Corrupt Activity (as defined in section 9.1 of this form)?

- Yes (Go to (b) to below)  
 No (Go to Section 8 below)

(b) If not previously supplied, you must attach a copy of your latest code and written procedures

- Attached  
 Previously supplied

(c) Has the code been and will it be applied in obtaining and performing the UK Supply Contract?

- Yes  
 No

## 8 CHARGES AND CONVICTIONS

Are you, or is anyone acting on your behalf in connection with the UK Supply Contract, currently under charge in any court in the United Kingdom on the grounds that you or they have contravened the laws of the United Kingdom which prohibit the bribery of foreign public officials?

- Yes (Provide full details below)  
 No

Have you, or has anyone acting on your behalf in connection with the UK Supply Contract, within the period of five years ending on the date of signature by the UK Supplier of this form, been convicted in a court in the United Kingdom, or been subject to any administrative sanction or any other administrative measure in the United Kingdom, for contravening any laws of the United Kingdom which prohibit the bribery of foreign public officials?

- Yes (Provide full details below)  
 No





## 9 UK SUPPLIER'S DECLARATION AND UNDERTAKINGS

### 9.1 Interpretation

In Sections 9 to 11 of this form:

**"Agent"** means any agent, intermediary, consultant or other person:

(1) who has been instructed by, or on behalf of, the UK Supplier; and (2) who has been directly or indirectly involved in the process of tendering for, or seeking the award of, the UK Supply Contract or any Related Agreement;

**"Consortium Partner"** means any company (other than the UK Supplier), person or other legal entity which is a party to any written joint venture, consortium, or other similar arrangement (other than a sub-contract) to which the UK Supplier is also a party and which joint venture, consortium or other arrangement has been, or will be, entered into in connection with the performance or financing of the UK Supply Contract or any part of it;

**"Control"** and **"Controlled"** means, in relation to a company (the "company controlled"), control of the company controlled (1) by virtue of any contractual arrangements including, without limitation, any provisions in the memorandum and articles of association (or the equivalent documents in the case of a company incorporated in a jurisdiction other than that of England and Wales) of the company controlled or any other company and/or (2) by virtue of ownership (whether directly or through nominees or trustees) of more than 50% of the voting share capital of the company controlled or (3) through a chain of companies each of which controls the next by the means described at (1) and/or (2) above;

**"Corrupt Activity"** means any activity (including without limitation, the offering of any payment, reward or other advantage to any public official or other person) which:

(1) is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered a contract illegal, void, voidable or unenforceable under its governing law; or (2) the UK Supplier or anyone (including any employee) acting (with due authority) on the UK Supplier's behalf or with its subsequent acquiescence, has, other than under duress, admitted engaging in; or (3) is subsequently found by a court in any competent jurisdiction (after all available rights of appeal have been exhausted) outside the United Kingdom to constitute an offence under any applicable law (except by virtue of any changes to that law having retrospective effect); or (4) is subsequently found by a court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute a Relevant Offence and which activity, in respect of paragraphs (1), (2) and (3) above corresponds to a Relevant Offence, provided that, where, for the purposes of sub-paragraph (2) above, any such activity is admitted by an Excluded Person, such activity shall not, for the purposes of this form, constitute "Corrupt Activity" if such activity was not, at the time it was engaged in, unlawful under the laws and regulations of the country in which it took place;

**"Directors"** means, in relation to a company, the members of that company's board of directors (including non-executive directors);

**"Exporter"** means the entity named in Section 1 of this form;

**"Excluded Person"** means, in relation to activity engaged in prior to 1st July 2011, (i) a person other than a national of the United Kingdom (as defined in section 109(4) of the Anti-terrorism, Crime and Security Act 2001) or (ii) a body incorporated under the laws of a country other than the United Kingdom; or, in relation to activity engaged in on or after that date, a person or body of a type not listed in s.12(4) of the Bribery Act 2010;

**"Group Company"** means a company (in any jurisdiction) which is controlled by the UK Supplier or which controls the UK Supplier or which is controlled by a company which controls the UK Supplier;

**"Guarantee"** means each guarantee which UKEF is requested to give by this form;

**"Involved Group Company"** means a Group Company which the UK Supplier, having made the reasonable enquiries referred to in Section 9.2, believes has had, or is intended to have, at the date of this form, any material part in the negotiation or obtaining of the UK Supply Contract;

**"POCA"** means the Proceeds of Crime Act 2002 (as amended from time-to-time);

**"Related Agreement"** means:

- (1) any agreement or undertaking, other than any agreement or undertaking for the supply of goods or services to the UK Supplier or any Consortium Partner, which relates to the UK Supply Contract and to which the UK Supplier or any Consortium Partner is a party; and/or (2) any consent or authorisation, required by the UK Supplier or any Consortium Partner for the obtaining or performance of the UK Supply Contract

**"Relevant Offence"** means, in relation to acts committed or events occurring before 1st July 2011, an offence under the



Prevention of Corruption Acts 1889 to 1916 as amended by Part 12 of the Anti-terrorism Crime and Security Act 2001; or, in relation to acts committed or events occurring on or after 1st July 2011, an offence under section 1, 2 or 6 of the Bribery Act 2010 (as from time to time amended or re-enacted);

**“Section 7 Offence”** means the offence of failing to prevent bribery under s.7 of the Bribery Act 2010;

**“Senior Manager”** means any employee of the UK Supplier who has the power to bind the UK Supplier in relation to the UK Supply Contract.

**“Supplier Questionnaire”** means the form bearing that title and giving information regarding the Exporter and its business as completed and submitted to UKEF by the Exporter;

## 9.2 Representations to the Bank and UKEF

The UK Supplier represents, for the benefit of UKEF and the Bank, that:

- 9.2.1 neither the UK Supplier nor any of its Directors:
  - 9.2.1.1 appears on any list of suppliers or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency; or<sup>1</sup>
  - 9.2.1.2 has at any time during the last five years, admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity that has not previously been notified to UKEF;<sup>1</sup>
- 9.2.2 the UK Supplier has not at any time admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence that has not previously been notified to UKEF;
- 9.2.3 the UK Supplier has made reasonable enquiries for the purpose of ascertaining whether any Group Companies, at the date on which it signs this form, have had, or, are intended to have, any material part in the negotiation or obtaining of the UK Supply Contract;
- 9.2.4 the UK Supplier has made reasonable enquiries in relation to any Senior Manager, Agent, Consortium Partner and Involved Group Company in order to ascertain whether any of them (or any Directors of any Consortium Partner or of any Involved Group Company or, if a corporate entity, of any Agent) appears on any list of suppliers or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years (1) admitted to having engaged in, or been convicted of engaging in, any Corrupt Activity or (2) admitted to having committed, or been convicted of committing, a Section 7 Offence;
- 9.2.5 those enquiries have given the UK Supplier no cause to believe, and the UK Supplier does not believe, that any Senior Manager, Agent, Consortium Partner or Involved Group Company, or any of the Directors of any Consortium Partner, Involved Group Company or Agent, appears on any list of suppliers or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years (1) admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity or (2) admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence, which, in each case, has not previously been notified to UKEF;<sup>1</sup>
- 9.2.6 neither the UK Supply Contract, nor any arrangement connected with its financing or procurement, has been, or will be, used for the purposes of money laundering (as defined in Part 7 of the Proceeds of Crime Act 2002);
- 9.2.7 the UK Supplier has not engaged in any Corrupt Activity in connection with the UK Supply Contract or any Related Agreement;
- 9.2.8 the UK Supplier has not (1) authorised any person to engage in any Corrupt Activity in connection with the Export Contract or any Related Agreement or (2) consented to, or acquiesced in, any such Corrupt Activity on the part of any person;
- 9.2.9 the UK Supplier has made reasonable enquiries regarding any Consortium Partner, Agent and Involved Group Company and its conduct in relation to the UK Supply Contract and any Related Agreement;<sup>1</sup>
- 9.2.10 those enquiries have given the UK Supplier no cause to believe, and the UK Supplier does not believe, that any Consortium Partner, Agent or Involved Group Company has engaged in any Corrupt Activity in relation



to the UK Supply Contract or any Related Agreement;

<sup>1</sup>If the UK Supplier is unable to make a particular declaration, it should attach to this form a statement to that effect on its headed notepaper, giving full details of the event that occasioned the listing, the admission or the court finding in question.

### 9.3 Undertakings given to UKEF

9.3 In consideration of UKEF entering into the Guarantee, the UK Supplier warrants and undertakes that:

9.3.1 the UK Supplier has not engaged, and will not engage, in any Corrupt Activity in relation to the UK Supply Contract or any Related Agreement;

9.3.2 the UK Supplier has not authorised, and will not authorise, any person to engage in such Corrupt Activity;

9.3.3 the UK Supplier has not consented to or acquiesced in, and will not consent to or acquiesce in, any such Corrupt Activity on the part of any person;

9.3.4 the UK Supplier:

(1) has required, or, as the case may be, shall require, anyone acting on its behalf (with due authority) who has been, or is, involved in obtaining or performing the UK Supply Contract or any Related Agreement not to engage in any Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in sub-paragraphs (1), (3) and (4) of the definition of that term in this Section 9, would amount to Corrupt Activity) in relation to the UK Supply Contract or any Related Agreement; (2) will monitor compliance with that requirement; and (3) will take appropriate action against anyone found to have engaged in Corrupt Activity;

9.3.5 If the UK Supplier becomes aware that any Consortium Partner or anyone (including any employee of the UK Supplier, or of any Consortium Partner) has engaged in Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in sub-paragraphs (1), (3) and (4) of the definition of that term in this Section 9, would amount to Corrupt Activity) in connection with the UK Supply Contract or any Related Agreement, the UK Supplier shall promptly notify UKEF accordingly and supply UKEF with full details of the Corrupt Activity in question save where such notification would, or might reasonably be argued to, constitute the offence of "tipping off" under section 333A of the POCA; and

9.3.6 if the UK Supplier, or anyone (including any employee) acting on the UK Supplier's behalf (with due authority) or with the UK Supplier's prior consent or subsequent acquiescence, has engaged, or engages, in any Corrupt Activity in connection with the UK Supply Contract or any Related Agreement, the UK Supplier will, on demand, pay to UKEF any amounts of any kind which UKEF certifies that it has (1) paid to the Bank pursuant to the Guarantee or (2) incurred by way of interest, costs, expenses and legal fees under, or in connection with, the relevant bond or working capital facility, the Guarantee or any other agreement with the Bank following, in each case, the earlier of (a) the date on which the relevant Corrupt Activity occurred and (b) the date with effect from which the UK Supply Contract or, as the case may be, the relevant Related Agreement, became illegal, void or unenforceable under its governing law as a result of that Corrupt Activity.

## 10 AUDITS AND PROVISION INFORMATION

10.1 In this section 10:

"Confidential Information" means (1) the Contract Records, (2) the contents of the Contract Records and (3) all written or oral explanations provided in respect of the Contract Records pursuant to Section 10.2.2;

"Contract Records" means any records, other than those covered by legal privilege, preserved in any medium or form including records stored electronically which relate (1) specifically to the UK Supplier's obtaining of the UK Supply Contract or the employment of, and payments to or for the benefit of, any Agents and (2) only to the period up to the date of award of the UK Supply Contract;

"Information Legislation" means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 as, in each case, amended or re-enacted from time to time and any other legislation from time to time governing the disclosure of information held by public bodies in response to requests from individuals or organisations;



- 10.2 In consideration of UKEF entering into the Guarantee, the UK Supplier undertakes that:
- 10.2.1 the UK Supplier shall permit any person authorised by UKEF (and, if other than an official of UKEF, approved by the UK Supplier (such approval not to be unreasonably withheld or delayed) to visit, during business hours, any of the UK Supplier's premises in the United Kingdom where Contract Records are kept in order to inspect any Contract Records to the extent necessary to verify the accuracy of any information given in Sections 2, 6, 7 and 8 of this form and any statements made by the UK Supplier in Section 9.2.7, 9.2.8, 9.2.9 and provided that UKEF gives to the UK Supplier at least five working days' notice of that visit;
  - 10.2.2 the UK Supplier shall furnish such oral or written explanations of any Contract Records within its knowledge as UKEF's authorised representative or UKEF's personnel (as the case may be) may reasonably require and permit them to take any copies of any of the Contract Records which they may reasonably require upon condition that UKEF will on request pay to the UK Supplier the cost of supplying any copies of the Contract Record.
- 10.3 Information provided to UKEF pursuant to Section 10.2.2 shall be so provided on condition that:
- 10.3.1 the any Confidential Information will be held by UKEF in confidence on the terms set out in Section 7 of the Supplier Questionnaire or (where applicable) the terms of the special handling arrangements referred to in Section 6(b) of this form or both;
  - 10.3.2 wherever practicable, UKEF will give notice to the UK Supplier of any application made under the Information Legislation for the disclosure of Confidential Information; and nothing in Section 7 of the Supplier Questionnaire shall imply that the UK Supplier considers any Confidential Information to be disclosable under the Information Legislation;
  - 10.3.3 to the extent permitted by its obligations at law and its responsibilities as a Government Department, UKEF will destroy Confidential Information, or, if so requested, return it to the UK Supplier, when UKEF considers that it has served the purpose for which it was obtained; and
  - 10.3.4 nothing in this Section 10 obliges the UK Supplier, or UKEF to act unlawfully or in breach of any requirement of any regulatory or investigatory body or in breach of any duty of confidence.

## 11 UK SUPPLIER'S CERTIFICATION

- (a) The UK Supplier confirms that it is, or intends to be, the other party to, and the supplier under, the UK Supply Contract described in Section 2 of this form (the "UK Supply Contract"),
- (b) Where the UK Supplier has completed Section 4 of this form, the UK Supplier confirms that:
  - (1) it is, under the UK Supply Contract, required to procure the issue of the bonds described in Section 4 of this form (the "Bonds") in favour of the beneficiary named in that section; (2) to satisfy that obligation, it wishes the bank which is named in Section 12 of this form (the "Bank") to issue, or procure the issue of, the Bonds; and (4) the Bank is willing to do so provided that, among other things, the Bank receives (a) an indemnity from the UK Supplier in respect of amounts which it may have to pay as a result of a demand being made under the Bond(s) and (b) a guarantee from UKEF in respect of the UK Supplier's obligations under that indemnity.
- (c) Where the UK Supplier has completed Section 5 of this form, the UK Supplier confirms that:
  - (1) for the purpose of performing the UK Supply Contract, it wishes the bank which is named in section 12 of this form (the "Bank") to provide the UK Supplier with the working capital facility referred to in Section 5 of this form and
  - (2) the Bank is willing to do so provided that, among other things, the Bank receives a guarantee from UKEF in respect of the UK Supplier's obligations to repay that facility on its expiry or termination.
- (d) The UK Supplier requests UKEF to provide the above-mentioned guarantee(s) to the Bank.
- (e) The UK Supplier certifies, for the benefit of UKEF and the Bank, that the representations and warranties made, and facts stated, by the UK Supplier in this form including, without limitation, those in Section 9, are true and that the UK Supplier has neither misrepresented nor omitted any material fact which might have a bearing on the guarantee requested above.
- (f) The UK Supplier agrees that for the purposes of this form, the UK Supplier shall be deemed to have knowledge of



any fact or circumstance, if that knowledge is possessed by one or more of its directors or by the person signing this form on its behalf.

- (g) The UK Supplier acknowledges that UK Export Finance requires evidence that the goods and/or services supplied under the UK Supply Contract will be used for the purposes of exports. We submit a letter from our buyer substantially in the form of that in Schedule 1 of this form (a “**UK Buyer Letter**”) unless UK Export Finance have agreed otherwise in writing.
- (h) The UK Supplier undertakes to UKEF and the Bank promptly of any changes that may occur in the details shown in this form save where such notification would, or might reasonably be argued to, constitute the offence of “tipping off” under section 333A of the Proceeds of Crime Act 2002.
- (i) The UK Supplier authorises the Bank to provide to UKEF such information as UKEF may from time to time require in connection with the Bonds, the UK Supply Contract or the UK Supply Contract’s performance.

Signed for and on behalf of the UK Supplier by its duly authorised signatory:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_



## Schedule 1

### Form of UK Buyer Letter

[On Exporter's Headed Notepaper]

To: [Name of UK Supplier] (the "**UK Supplier**");

[Name of Bank] (the "**Bank**"); and

The Secretary of State acting through the Export Credits Guarantee Department operating as UK Export Finance ("**UK Export Finance**")

From: [Name], a company incorporated in [\*\*\*insert jurisdiction of exporter\*\*\*] (with company registration number [\*\*\*insert company number of exporter \*\*\*]) whose registered office is located at [\*\*\*insert registered office of exporter \*\*\*] (the "**Exporter**")

[date]

### UK BUYER LETTER

Dear Sirs,

1. [We have entered into a contract with the UK Supplier dated [date], under which we have agreed to purchase from the UK Supplier the goods and/or services described below (the "**Contract**")]\*

OR

1. [We are about to enter into with the UK Supplier, on or around the date of this letter, a contract with the UK Supplier, under which have agreed to purchase from you the goods and/or services described below (the "Contract")]\*

\*delete as appropriate

Goods and/or Services [describe good/services]

2. We understand that the UK Supplier has sought a bank guarantee or standby letter of credit issuance facility and/or a loan facility from the Bank in relation to the Contract, and that this issuance facility and/or loan facility may in turn be guaranteed in part by UK Export Finance (the "**Guarantee**").

3. We confirm, in favour of the UK Supplier, the Bank and UK Export Finance, that the goods and/or services described above to be supplied under the Contract are intended to be [exported by us under an export contract with a person (not being a natural person) carrying on business outside the United Kingdom / used by us to make goods, or perform services under an export contract with a person (not being a natural person) carrying on business outside the United Kingdom]\*

\* delete as appropriate

4. We understand that the facts stated in, and the confirmations made in, this UK Buyer Letter are:

(a) required by UK Export Finance as a prerequisite to; and



(b) relied on by UK Export Finance for the purposes of,

UK Export Finance issuing any such guarantees in favour of the said bank to support the UK Suppliers obligations under such issuances and/or loan facilities.

5. We understand that the UK Supplier may need to provide to the Bank or to UK Export Finance such information as the Bank or UK Export Finance may require from time to time in connection with the Contract for the purposes of the Guarantee and we hereby consent to the provision of such information.

## 6. **Governing law and jurisdiction**

6.1 This UK Buyer Letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

6.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this UK Buyer Letter.

6.3 The UK Supplier, the Exporter and UK Export Finance agree that the courts of England are the most appropriate and convenient courts to settle such disputes and accordingly none of the foregoing will argue to the contrary.

6.4 To the extent allowed by law, UK Export Finance may take concurrent proceedings in any number of jurisdictions.

Yours faithfully,

For and on behalf of  
[Name of UK Buyer]

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



## FOR COMPLETION BY THE BANK

*Capitalised expressions used in Sections 12, 13, 14, 15, 16 and 17 below have the same meanings defined in the Master Bond Support Agreement and Master Guarantee Agreement between UKEF and the Bank*

### 12 BANK CONTACT DETAILS FOR THE PURPOSES OF THIS APPLICATION

|                 |        |
|-----------------|--------|
| Full legal name |        |
| Contact name    | Tel No |
| Position        | Fax No |
| Postal address  | Email  |

### 13 CURRENT RELATIONSHIP WITH THE EXPORTER

#### 13.1 Current Facilities

| Facility Type and Purpose              | Amount | Amount Drawn | Expiry Date | Security | Covenants (include main terms) |
|--|--------|--------------|-------------|----------|--------------------------------|
| <i>Please list and provide details</i> |        |              |             |          |                                |





### 13.2 Account history

In relation to the UK Supplier's overdraft, revolving credit facility or trade products:

|   |  |
|---|--|
| (a) Length of relationship with the UK Supplier   |  |
| (b) Is the UK Supplier an exit/watch-list/work out customer or has it been classed as such at any time during the past 12 months? | <input type="checkbox"/> No<br><input type="checkbox"/> Yes (Provide full details below) |
|   |  |
| (c) Have there been any uncured payment defaults at any point in the last 12 months?  | <input type="checkbox"/> No<br><input type="checkbox"/> Yes (Provide full details below) |
|   |  |
| (d) Have there been any covenant breaches at any point in the last 12 months?   | <input type="checkbox"/> No<br><input type="checkbox"/> Yes (Provide full details below) |
|   |  |



## 14 MATTERS RELATING TO THE BOND(S) TO BE GUARANTEED

*(Complete this section only if you wish UKEF to provide a bond support guarantee)*

### 14.1 Details of the Bond(s)

|  |  |
|--|--|
| Are the details in section 4 of this form correct? | <input type="checkbox"/> Yes   |
|  | <input type="checkbox"/> No (If incorrect please give details below) |
| Issuer   |  |
| Governing Law                                      |  |

### 14.2 Counter-Indemnity arrangements

|   |  |
|---|--|
| (a) Name of entity which will give the Bank a counter-indemnity |  |
| (b) Has that counter-indemnity been entered into?               | <input type="checkbox"/> Yes (Go to (c) below)<br><input type="checkbox"/> No (Go to 14.3) |
| (c) Provide date of counter-indemnity agreement                 |  |

### 14.3 Guarantee Details

|   |   |
|---|---|
| (a) Does the Bank wish UKEF's guarantee in respect of the Bonds to extend beyond the anticipated expiry date?     | <input type="checkbox"/> Yes (Go to (b) below)<br><input type="checkbox"/> No (Go to (c) below) |
| (b) Specify the date on which the Bank wishes UKEF's guarantee in respect of the Bonds to expire                  |   |
| (c) Percentage of the Maximum Value of the Bonds which the Bank wishes UKEF to guarantee (up to a maximum of 80%) |   |



## 14.4 Bonding Fees

The Bank will receive the following fees (excluding advisory fees) in consideration of its issuing, or procuring of, the Bonds:

|  |  |
|--|--|
| Corresponding Fee  |  |
| Other Fees   |  |
| Intervals at which the Corresponding Fee is payable (e.g. quarterly in arrears, quarterly in advance, etc) |  |

## 14.5 Sub-participants

|  |  |
|--|--|
| Does the Bank intend to enter into any Sub Participation Agreements in respect of the guaranteed Bond? | <input type="checkbox"/> Yes (Provide details below) |
|  | <input type="checkbox"/> No                          |

## 15 MATTERS RELATING TO THE WORKING CAPITAL FACILITY TO BE GUARANTEED

*(Complete this Section only if you wish UKEF to provide a guarantee for a working capital facility)*

### 15.1 Facility Details

|  |  |
|--|--|
| Are the details in section 5 of this form correct? | <input type="checkbox"/> Yes   |
|  | <input type="checkbox"/> No (If incorrect please give details below) |



## 15.2 Guarantee Details

|  |   |
|--|---|
| (a) Does the Bank wish UKEF's guarantee in respect of the facility to extend beyond the anticipated expiry date?     | <input type="checkbox"/> Yes    Go to (b) below<br><input type="checkbox"/> No        Go to (c) below |
| (b) Specify the date on which the Bank wishes UKEF's guarantee in respect of the facility to expire                  |   |
| (c) Percentage of the Maximum Value of the facility which the Bank wishes UKEF to guarantee (up to a maximum of 80%) |   |

## 15.3 Margin, Interest & Fees

The Bank will receive the following fees (excluding advisory fees) in consideration of its providing the Facility:

|   |   |
|---|---|
| Credit Margin   |   |
| Interest Rate (and basis) (e.g. LIBOR plus Margin)  |   |
| Commitment Fee (if any)   |   |
| Other fees, if any, to be received by the bank in connection with the provision of the Facility |   |
| Intervals at which the Credit Margin is payable (e.g. quarterly in advance/in arrears, etc)     |   |
| Covenants   | <i>(provide a brief description of terms)</i> |
| Events of Default   | <i>(provide a brief description of terms)</i> |
| Other relevant provisions of the Facility, including risk mitigants                             |   |

## 16 SECURITY FOR BOND OR WORKING CAPITAL FACILITY

|   |   |
|---|---|
| (a) Does the Bank hold, or will it receive, any Related Security (being security taken for the specific purpose of securing the obligations of the Indemnified under the Bond Indemnity or Facility Agreement)? | <input type="checkbox"/> Yes    Go to (b) below<br><input type="checkbox"/> No        Go to (c) below |
| (b) Provide details of the type of security and entity providing it   |   |



## 17 BANK'S REQUEST FOR A GUARANTEE

- (a) Where the bank named in Section 12 of this form (the “**Bank**”) has completed Section 14, the Bank, by signing this form and submitting it to UKEF:
- (1) confirms that it intends to issue, or procure the issue of, the bonds described in Section 4.1 of this form (the “**Bonds**”) by signing this form and submitting it to UKEF subject to receiving from UKEF the guarantee mentioned in subparagraph (2) below and receiving from the UK Supplier named in Section 1 of this form (the “**UK Supplier**”) an indemnity in respect of any amounts which the Bank may have to pay as a result of a demand on the Bonds; (2) requests UKEF to join with it in entering into an Addendum to the Master Bond Support Agreement between them in order to provide a guarantee to the Bank in respect of the obligations of the UK Supplier under that indemnity.
- (b) Where the Bank has completed Section 15, the Bank, by signing this form and submitting it to UKEF:
- (1) confirms that, subject to receiving from UKEF the guarantee mentioned in sub-paragraph (2) below, it intends to provide to the UK Supplier the working capital facility described in Section 5 of this form (the “**Facility**”); and (2) requests UKEF to join with the Bank in entering into an Addendum to the Export Working Capital Scheme Master Guarantee Agreement between them in order to provide a guarantee to the bank in respect of the obligations of the UK Supplier to repay that facility on its expiry or earlier termination;
- (c) In each case, the Bank also:
- (1) represents that the statements made and information provided in sections 12 to 16 of this form are true and correct; (but makes no representation as to the truth or correctness of any statement made by the UK Supplier in the other Sections of this form); and (2) acknowledges that UKEF will rely on the statements and information in Sections 12 – 16 of this form when deciding whether or not to enter into the Addendum referred to in Section 17 (a) and/or (as the case may be) Section 17 (b) above.

Signed for and on behalf of the Bank by its duly authorised signatory:

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Date** \_\_\_\_\_