



**UK Export
Finance**

Application for a Loan

under

UKEF's Direct Lending Scheme

Purpose of the Direct Lending Scheme

Under its Direct Lending Scheme, the Export Credits Guarantee Department, operating under the name of UK Export Finance (“UKEF”), makes loans to purchasers outside the UK to finance their purchase of goods and services supplied by persons carrying on business in the UK.

Before Completing this form

The Direct Lending Scheme is not intended to compete with sources of private sector export finance. Accordingly, to be eligible to apply for a loan to be made under that scheme, an exporter will need to confirm that a single bank with a dedicated trade finance function (normally its house bank) is not prepared to provide export finance for the transaction or is prepared to provide export finance for the transaction but only at an interest rate that would jeopardise the prospects of the export contract being won. This requirement is referenced in Part E of this Application.

Completing this form

The questions in this form must be answered to the fullest extent of the Exporter’s capability. If a full answer to any question would require details which are not within the Exporter’s knowledge, it should expressly draw that fact to UKEF’s attention in its response to that question. If the space provided is insufficient, the Exporter should continue answers on its headed notepaper and attach it to this form.

Part H of this form contains declarations and undertakings regarding corrupt activity in relation to the Supply Contract and other matters. By signing this form, the Exporter makes those declarations and gives those undertakings.

Submitting this form

UKEF is willing to accept the signed and completed hard copy original of this form or a scanned copy of it.

The signed and completed original of this form may be submitted by post or courier to:

UK Export Finance
1 Horse Guards Road,
London
SW1A 2HQ

For the attention of Business Group

Alternatively, a scanned copy of the signed and completed original of this form may be sent by email to customerservice@ukexportfinance.gov.uk

Corruption and Money Laundering

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 Exporter is responsible for ensuring that its activities comply with all laws that are relevant to the Supply Contract, UKEF draws the Exporter’s attention, in particular, to the amendments 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 now constitute criminal offences in the UK.

UKEF routinely refers allegations of bribery and corruption and money laundering to the appropriate authorities.

PART A: ABOUT THE EXPORTER

A1: Corporate Details

Full Legal Name	
Country of Incorporation	
Company Registration Number	
Date of Incorporation	
Registered Address	
Address of Principal Place of Business in UK (<i>if different from Registered Address</i>)	
Website Address (<i>if applicable</i>)	
Ultimate parent company	
Names of Directors	
Names of individual owning/controlling over 25% of the company's shares or voting right	

A2: Contact Details

Name of Contact:	
Position:	
Telephone No.	
Email Address:	

A3: About the Exporter's Business

Annual turnover (in £)	
Number of Employees	Worldwide: _____ In UK: _____
Core Business and Main Products:	
Number of years exporting experience	
Summary of exporting experience	

PART B: ABOUT THE SUPPLY CONTRACT

B1: The Buyer

Buyer's full legal name:	
Status:	<input type="checkbox"/> Private Company <input type="checkbox"/> Public Corporation <input type="checkbox"/> Sovereign <input type="checkbox"/> Other (please specify)
Country of Incorporation:	
Company registration number (if any):	
Address:	
Your business experience with the Buyer:	

B2: Parties

(a) Who are the parties to the Supply Contract?	<input type="checkbox"/> Exporter <input type="checkbox"/> Buyer <input type="checkbox"/> Consortium Partner (Go to (b)) <input type="checkbox"/> Other (Go to (c))	
(b) If you are performing the Supply Contract as part of the consortium, please give the names and addresses of the other members of that consortium:		
(c) If there are other parties to the Supply Contract, please give their names and title capacity to which they are a party:	<u>Name</u>	<u>Capacity</u>

B3: Related Main Contract

(a) Is the Supply Contract a sub-contract relating to a main contract?	<input type="checkbox"/> Yes (Go to (b) and (c)) <input type="checkbox"/> No (Go to B4)	
(b) Who are the parties to the main contract?		
(c) What goods and services are being supplied, and what work is being performed, under the main contract?		

B4: Award of Supply Contract

<p>(a) Procedure by which the Supply Contract was, or will be, awarded:</p>	<p><input type="checkbox"/> Competitive Tender</p> <p><input type="checkbox"/> Negotiation</p> <p><input type="checkbox"/> Other (<i>Please specify</i>):</p>	
<p>(b) Has the Supply Contract been awarded?</p>	<p><input type="checkbox"/> Yes (Go to (c))</p> <p><input type="checkbox"/> No (Go to (e))</p>	
<p>(c) If 'yes' has the Supply Contract been signed?</p>	<p><input type="checkbox"/> Yes (Go to (d))</p> <p><input type="checkbox"/> No (Go to (e))</p>	
<p>(d) What is the date of the Supply Contract?</p>		
<p>(e) What stage have negotiations reached?</p>		
<p>(f) Details of any other suppliers known to be competing for the Supply Contract and the country which they are established:</p>	<p style="text-align: center;">Name</p>	<p style="text-align: center;">Country</p>

B5: Extent of Contractual Responsibility

<p>For which of the following do you have contractual responsibility under the Supply Contract?</p>	<p>Supply of goods</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>Supply of services</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>Installation of goods</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<p>Commissioning of goods</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

B6: Start Date and Warranty Period

(a) Estimated date for commencement of work under the Supply Contract:	
(b) Duration of any post-completion warranty period:	

B7: Phases

Please specify each phase of work under the Supply Contract and its anticipated duration:

Phase	Estimated start time (expressed as a number of months after signature of Supply Contract)	Estimated completion time (expressed as a number of months after signature of Supply Contract)
Manufacture and delivery of goods		
Installation/assembly/construction work and provision of other services		
Preliminary testing		
Commissioning		

B8: Contract Price

What is the total price payable by the Buyer under the Supply Contract in the currency in which it is denominated?	
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B9: Payment and Delivery Terms

Please specify the amounts which will fall due for payment under the Supply Contract, the events which will make them fall due, the dates on which those events are expected to occur and whether each is intended to be financed from the loan described in Part D:

Event	Estimated Date	Amount Payable	To be financed by Loan
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

B10: Goods

Please specify the goods to be supplied under the Supply Contract and their sources

Description of Goods	Name of Supplier (if Exporter state "Exporter")	Supplier's Country

B11: Services

Specify the services to be supplied under the Supply Contract and their sources

Description of Services	Name of Service Provider (if Exporter state "Exporter")	Service Provider's Country

B12: Foreign Content

<u>Type</u>	<u>Description</u>	<u>Cost to Exporter</u>	<u>Totals</u>
Non-UK Goods ¹ (except Local Goods)			
Non-UK Services ² (except Local Services)			
		Sub-Total	
Local Goods ³			
Local Services ⁴			
		Sub-Total	
		TOTAL	

¹ Goods manufactured outside the UK

² Services supplied by suppliers based outside the UK

³ Goods manufactured in the Buyer's country; and

⁴ Services supplied by suppliers based in the Buyer's country.

B13: The Related Project

<p>(a) Does the Supply Contract relate to a particular project?</p>	<p><input type="checkbox"/> Yes (Go to (b))</p> <p><input type="checkbox"/> No (Go to Part C1)</p>
<p>(b) Please provide a description of the project to which the export relates.</p> <p>Please include a description of the key project components. <i>(e.g. a 600MW combined cycle gas fired power station; a 12 storey office complex with 3 basement car park levels, landscaping and associated services including access road.)</i></p> <p>Please include any project plans (if available).</p>	
<p>(c) Where is the project located? <i>(Give a grid reference or Google place-mark/red line boundary.)</i></p>	
<p>(d) What was the project site used for prior to the project commencing <i>(e.g. was it a greenfield site; was it previously used for housing or industrial activity; etc.)</i></p>	
<p>(e) Are there any associated facilities? <i>(e.g. a power generation project may have associated facilities such as new power lines and substations; the expansion of an existing steel works could also include a late mill.)</i></p>	

PART C: SUPPLY CONTRACT’S ENVIRONMENTAL, SOCIAL AND HUMAN RIGHTS IMPACTS

UKEF will review the project for which the export is destined for environmental, social and human rights risks and impacts in line with UKEF’s [Environmental, Social and Human Rights policy](#). If such risks or impacts are identified, UKEF will seek additional information relating to these risks and impacts and how these will be managed. The type of information UKEF typically requests includes: an Environmental and Social Impact Assessment (ESIA), resettlement plans (where relevant), stakeholder engagement plans, environmental and social (including health and safety) management plans, and/or similar documentation.

C1: Compliance with UK Standards:

(a) Could the goods and/or services to be supplied under the Supply Contract be sold in the UK without any modification? (i.e. do the goods and/or services meet all relevant UK standards?)	<input type="checkbox"/> Yes <input type="checkbox"/> No (Go to (b))
(b) What is/are the reason(s) for goods/services not meeting UK standards?	

PART D: THE REQUIRED LOAN

D1: The Borrower

Will the Buyer be the Borrower?	<input type="checkbox"/> Yes (Go to D2) <input type="checkbox"/> No (Please complete remainder of this section D1)
Borrower's full legal name:	
Status:	<input type="checkbox"/> Private Company <input type="checkbox"/> Public Corporation <input type="checkbox"/> Sovereign <input type="checkbox"/> Other (please specify)
Country of Incorporation:	
Company registration number (if any):	
Address:	
What is the Borrower's connection to the Buyer?	

D2: Loan Details

Currency	<input type="checkbox"/> Sterling <input type="checkbox"/> Euro <input type="checkbox"/> US Dollars <input type="checkbox"/> Japanese Yen <input type="checkbox"/> Australian Dollars <input type="checkbox"/> Canadian Dollars <input type="checkbox"/> New Zealand Dollars <input type="checkbox"/> Swiss Francs	
Amount <i>(maximum loan size is subject to OECD Arrangement requirements and would basically not exceed 85% of the total price payable under the Supply Contract. Where a project is located in an upper-middle or high-income country, UKEF may wish to limit the size of the loan to a level reflecting the value of the UK content in the project)</i>		
Duration of Drawdown Period (in months) (This should be based on the timing of the payments which, in B9, are expressed to be payable out of the loan)		
Repayment Period (in months)		
Frequency of repayments of principal	Every [] months	
Type of Loan	<input type="checkbox"/> Disbursement (amounts are payable under the Supply Contract disbursed to the Exporter as they fall due against presentation of agreed documents) <input type="checkbox"/> Reimbursement (Buyer pays you amounts payable under the Supply Contract as they fall due and reclaims them from UKEF as advances under the Loan.) <input type="checkbox"/> Both	
Drawdown Schedule	Estimated Date	Amount

D3: Security

(a) Is any guarantee or other security proposed for the Borrower's obligations under the loan	<input type="checkbox"/> Yes (Go to (b)) <input type="checkbox"/> No (Go to Part E)
(b) What security is proposed and by whom will it be provided?	

PART E: ATTEMPTS TO SOURCE BANK FINANCE

<p>(a) Have you requested a bank with a dedicated trade finance division to provide the loan described in Part D above for the purpose of financing the Supply Contract?</p>	<p><input type="checkbox"/> Yes (Go to (b) and (c))</p> <p><input type="checkbox"/> No (Got to (d))</p>
<p>(b) What is the name of each bank with a dedicated trade finance division which you have approached?</p>	
<p>(c) Why were those approaches not successful? (please provide any supporting evidence or correspondence)</p>	
<p>(d) Why has commercial finance not been sought for the loan described in Part D above?</p>	

PART F: ANCILLARY PRODUCTS

What other UKEF products are required?

- None
- Export Insurance
- Bond Insurance
- Bond Support Guarantee
- Letter of Credit Guarantee

PART G: COMBATING CORRUPTION

G1: Exporter's Code of Conduct

(a) Do you have a code of conduct and written procedures contemplated by s.7(2) of the Bribery Act 2010 in place to discourage Corrupt Activity as defined in Part H of this Application?	<input type="checkbox"/> Yes (go to (b) and (c)) <input type="checkbox"/> No (Go to G2)
(b) Is a copy of your latest code and written procedures attached to this Application?	<input type="checkbox"/> Yes <input type="checkbox"/> Previously supplied
(c) Has that code been applied, and will it be applied, in obtaining and performing the Supply Contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Yes, but only from the date on which it came into force, namely (specify date)

G2: Previous Corrupt Activity

(a) Are you, or anyone acting on your behalf in connection with the Supply Contract, currently under charge in any court in the United Kingdom on the grounds that it or they have contravened the laws of the United Kingdom which prohibit the bribery of foreign public officials?	<input type="checkbox"/> Yes (Go to (b)) <input type="checkbox"/> No (Go to (c))
(b) Please provide full details of the charges and the persons charged	

<p>(c) Have you, or anyone acting on your behalf in connection with the Supply Contract, within the period of five years ending on the date 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 against bribery of foreign public officials?</p>	<p><input type="checkbox"/> Yes (Go to (d))</p> <p><input type="checkbox"/> No (Go to G3)</p>
<p>(d) Please provide details of sanctions and other measures imposed, the persons(s) on whom they were imposed and the reason for their imposition:</p>	

G3: Agents

<p>(a) Is there an Agent (as defined in H1 below) who has acted, or who will act, on your behalf in relation to the Supply Contract or any Related Agreement (as defined in H1 below)?</p>	<p><input type="checkbox"/> Yes (complete remainder of this section G3. If more than one Agent is involved, please provide separate answers in respect of each Agent)</p> <p><input type="checkbox"/> No (Read Part H and then go to end of Application)</p>
<p>(b) What is the Agent's name and address?</p>	
<p>(c) What are the services which the Agent has provided or is providing?</p>	
<p>(d) The amount (or value) of any commission, fees, payments in kind or other remuneration payable to the Agent:</p>	
<p>(e) Country or countries where any commission, fees or other remuneration is/are payable to the Agent:</p>	

PART H: EXPORTER'S DECLARATION AND UNDERTAKINGS

H1: Interpretation

In this Part H

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

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

"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 paragraph H4.1.2;

"Consortium Partner" means any company (other than the Exporter), 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 Exporter 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 Supply Contract or any part of it;

"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 Exporter's obtaining of the 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 Supply Contract;

"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 Exporter or anyone (including any employee) acting (with due authority) on the Exporter'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 an offence under the Relevant Acts*

and which activity, in respect of paragraphs (1), (2) and (3) above corresponds to an offence under the Relevant Acts,

provided that, where, for the purposes of sub-paragraph (2) above, any such activity is admitted by either (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, 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);

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

"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;

"Involved Group Company" means a Group Company which the Exporter, having made the reasonable enquiries referred to in paragraph H2.2, believes has had, or is intended to have, at the date of this Form, any material part in the negotiation or obtaining of the Supply Contract;

"Loan" means the loan from UKEF described in Part D of this Application;

"Project" means the project or activity to which the Supply Contract relates;

"Related Agreement" means:

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

"Relevant Acts" means the Prevention of Corruption Acts 1889 to 1916 and Part 12 of the Anti-terrorism Crime and Security Act 2001 and, in relation to acts committed or events occurring after it comes into force, the Bribery Act 2010 (as, in each case, from time to time amended or re-enacted);

"Senior Manager" means any employee of the Exporter who has the power to bind the Exporter in relation to the Supply Contract.

H2: Declarations

The Exporter declares that:

- H2.1 neither the Exporter nor any of its Directors:
- H2.1.1 appears on any list of exporters or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency; or⁵
- H2.1.2 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;
- H2.2 the Exporter 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 Supply Contract;
- H2.3 the Exporter 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 exporters 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, admitted to having engaged in, or been convicted of engaging in, any Corrupt Activity;
- H2.4 those enquiries have given the Exporter no cause to believe, and the Exporter 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 exporters 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, 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;
- H2.5 neither the 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);
- H2.6 the Exporter has not engaged in any Corrupt Activity in connection with the Supply Contract or any Related Agreement;
- H2.7 the Exporter has not (1) authorised any person to engage in any Corrupt Activity in connection with the Supply Contract or any Related Agreement or (2) consented to, or acquiesced in, any such Corrupt Activity on the part of any person;

⁵ If the Exporter 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.

- H2.8 the Exporter has made reasonable enquiries regarding any Consortium Partner, Agent and Involved Group Company and its conduct in relation to the Supply Contract and any Related Agreement;
- H2.9 those enquiries have given the Exporter no cause to believe, and the Exporter does not believe, that any Consortium Partner, Agent or Involved Group Company has engaged in any Corrupt Activity in relation to the Supply Contract or any Related Agreement;
- H2.10 the representations made, and facts stated, in this Form are true and the Exporter has not misrepresented or omitted any material fact which might have a bearing on UKEF's decision as to whether or not to provide the Loan (which the Exporter hereby asks UKEF to provide);
- H2.11 for the purposes of this Form, the Exporter 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;
- H2.12 the Exporter will advise UKEF promptly of any changes which 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;
- H2.13 in consideration of UKEF agreeing to make the Loan, the Exporter warrants and undertakes that:
- H2.13.1 the Exporter has not engaged, and will not engage, in any Corrupt Activity in relation to the Supply Contract or any Related Agreement;
- H2.13.2 the Exporter has not authorised, and will not authorise, any person to engage in such Corrupt Activity;
- H2.13.3 the Exporter 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;
- H2.13.4 the Exporter:
- (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 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 Part H, would amount to Corrupt Activity) in relation to the 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;

- H2.14 if the Exporter becomes aware that any Consortium Partner or anyone (including any employee of the Exporter, 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 Part H, would amount to Corrupt Activity) in connection with the Supply Contract or any Related Agreement, the Exporter 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 Proceeds of Crime Act 2002;
- H2.15 if the Exporter, or anyone (including any employee) acting on the Exporter’s behalf (with due authority) or with the Exporter’s prior consent or subsequent acquiescence, has engaged, or engages, in any Corrupt Activity in connection with the Supply Contract or any Related Agreement, the Exporter will, on demand, pay to UKEF any amounts of any kind which UKEF certifies as being (1) the amount which from time to time fall due for payment by the Borrower under the Loan Contract are not paid on their due dates for payment or (2) UKEF has incurred by way of interest, costs, expenses and legal fees under, or in connection with, the Loan 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 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; and
- H2.16 none of the goods and/or services to be supplied under the terms of the Supply Contract will require an export licence to be issued by the UK Government or the Government of any other country⁶

⁶ If the Exporter is unable to make this declaration it should provide details of the required licence, the name and address of the issuing authority, on its headed notepaper and attach it to this form. If the licence has already been issued a certified true copy of it should also be attached.

H3: Confidentiality

The Exporter understands that:-

H3.1 Unless UKEF and the Exporter agree otherwise, any information provided by the Exporter in this form, or its attachments, and all discussions and correspondence relating to it, shall be confidential and shall not be disclosed to any third party except:

H3.1.1 by the Exporter in confidence to its banker or broker or other professional advisers for the purpose for which each of them has been employed by the Exporter; and

H3.1.2 by UKEF:

- (1) in accordance with its obligations at law (including under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or its obligations to Parliament as a Government Department;
- (2) subject to paragraph H3.2, to UKEF's external legal advisers and other Government Departments; and
- (3) after signature of the Loan, in publishing in its Annual Report, on UKEF's website, or elsewhere, details of the Exporter's name, the name of the Buyer and the country in which the Supply Contract is to be performed, a short description of the items supplied under the Supply Contract or the Project and the type and amount of UKEF support provided;*

[If the Exporter objects to UKEF publishing such information it should delete this paragraph and provide details of its objection (e.g. that publication may harm its competitive position) on its headed notepaper and attach it to this Form.]*

H3.2 Where UKEF discloses, pursuant to paragraph H3.1.2(2), to its external legal advisers or any other Government Department any information contained in the form or its attachments, or provided in any discussions and correspondence relating to this form, UKEF shall:

H3.2.1 notify those legal advisers or, as the case may be, that other Government Department of the terms (as set out in paragraph H3.1) on which that information has been provided to UKEF; and

H3.2.2 in the case of any disclosure to another Government Department, notify the Exporter of that disclosure (except where to do so would be unlawful or might prejudice an investigation by the Serious Fraud Office, the police or any other investigative authority).

H3.3 Where the Exporter's consent or agreement is required for the disclosure by UKEF of the information referred to at the opening of paragraph H3.1, the Exporter will not unreasonably delay or withhold its agreement or consent to any such disclosure (for example, to reinsurers and outsource service providers in connection with UKEF's portfolio management activities, to other export credit agencies or other persons in connection with the assessment of the information in this Form or of the risk which UKEF would assume if it were to enter into the Guarantee).

H4: Audits and Provision of Information

- H4.1 In consideration of UKEF entering into the Guarantee, the Exporter undertakes that:
- H4.1.1 the Exporter shall permit any person authorised by UKEF (and, if other than an official of UKEF, approved by the Exporter, such approval not to be unreasonably withheld or delayed) to visit, during business hours, any of the Exporter's premises in the United Kingdom where Supply Contract Records are kept in order to inspect any Supply Contract Records to the extent necessary to verify the accuracy of any information given in Part G of this Application form and any statements made by the Exporter in paragraphs H2.6, H2.7, H2.8 and H2.9 **provided that** UKEF gives to the Exporter at least five working days' notice of that visit;
 - H4.1.2 the Exporter 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 Exporter the cost of supplying any copies of the Contract Records;
- H4.2 Information provided to UKEF pursuant to paragraph H4.1.2 shall be so provided on condition that:
- H4.2.1 any Confidential Information will be held by UKEF in confidence on the terms set out in this section H4;
 - H4.2.2 wherever practicable, UKEF will give notice to the Exporter of any application made under the Information Legislation for the disclosure of Confidential Information; and nothing in this Part H4 shall imply that the Exporter considers any Confidential Information to be disclosable under the Information Legislation;
 - H4.2.3 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 Exporter, when UKEF considers that it has served the purpose for which it was obtained; and
 - H4.2.4 nothing in this Part H obliges the Exporter, 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.

PART I: EXPORTER'S CERTIFICATION

- 11 The Exporter requests UKEF to provide the Loan.
- 12 The Exporter certifies that the representations and declarations made, and facts stated, by it in this Application are true and that it has neither misrepresented nor omitted any material fact which might have a bearing on UKEF's desire to provide the Loan.
- 13 The Exporter undertakes to advise UKEF 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.

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

Signature:	
Name:	
Position:	
Date:	

(DLApp3)