



UK Export
Finance

Application for an Export Development Guarantee

Important Information Concerning This Application

BUSINESS INTEGRITY NOTICES

UKEF requires each lender and the agent to a supported Export Development Guarantee (“EDG”) transaction, as well as the exporter, to provide it with anti-bribery and corruption declarations and undertakings on its standard terms and conditions and by no later than the issue of UKEF’s guarantee.

The applicant and the lender / agent or arranger bank and the exporter are responsible for ensuring that their activities comply with all laws that are relevant to the transaction(s) in respect of which the applicant is applying for support from UK Export Finance (“UKEF”). The Applying Parties understands and acknowledges the following:

1.1 Corruption and money laundering

- (a) The OECD countries, including the United Kingdom, are committed to combating corruption, bribery and money laundering. The law in the UK has been strengthened in order to do so. UKEF draws the Applying Parties’ attention, in particular, to the applicable law on bribery 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. In particular, certain acts committed abroad now constitute criminal offences in the UK. The penalties for these offences include fines for corporates and imprisonment and fines for individuals.
- (b) UKEF will refer any suspicious circumstances or allegations of bribery and corruption and/or money laundering to the relevant authorities.

1.2 Modern Slavery

The Modern Slavery Act 2015 creates obligations for organisations relating to combating modern slavery in the UK. In particular, under section 54 (Transparency in Supply Chains), many organisations must now publish and prepare annual slavery and human trafficking statements (for more information, see <https://www.gov.uk/government/collections/modern-slavery>).

1.3 Privacy Notice

UKEF is committed to protecting the privacy and security of the personal information it processes. UKEF complies with all applicable laws relating to the processing of such information. For details on this, and personal rights in this regard, please refer to UKEF’s personal information charter which is accessible from the homepage of UKEF’s website.

COMPLETING THIS FORM

The questions in this Application must be answered to the full extent of your capability at the time at which you submit this Application. If a full answer to any question would require details which are not within your knowledge, please expressly draw that fact to UKEF's attention in your response to that question.

If the space provided is insufficient, please continue answers on headed notepaper and attach it to this form.

Please note the following:

1. An "Exporter" is an applicant who currently exports or plans to export from the UK.
2. The EDG is not designed to support specific export contracts. Exporters will be asked about their intended use of the facility in section 5.
3. This Application has two sections - one for the lender and one for the exporter. Both sections must be completed before submitting the form to UKEF.
4. The UK Government has a policy on aligning UK international support for the clean energy transition (the "Policy"). Accordingly, the eligibility of companies engaged in certain activities involving fossil fuels for an EDG will be assessed by reference to a 'revenue threshold test'. Companies will therefore fall into one of three categories:
 - (a) "out of scope" of the Policy whereby applicants may apply for a standard EDG on the basis that no climate transition commitments need to be made to access an EDG;
 - (b) "in scope" of the Policy but below certain revenue threshold test thresholds whereby applicants may apply for a standard EDG but must demonstrate certain climate transition commitments to transitioning away from fossil fuels and increasing clean energy production;
 - (c) "in scope" of the Policy and above certain revenue threshold test thresholds whereby applicants who have a credible Climate Transition Plan may be eligible for a Transition Export Development Guarantee.
5. All applicants must declare which category they are in pursuant to Guidance provided together with this Application.
6. Applicants falling under categories (b) and (c) above must complete section 7(ii) (Fossil Fuels) of this application.

Further detail is in the [Guidance for Companies Transitioning out of Fossil Fuel Exports: Applying for an Export Development Guarantee \(the "Guidance"\)](#)

FOR COMPLETION BY THE LENDER / AGENT OR ARRANGER BANK

1 LENDER CONTACT DETAILS FOR THE PURPOSES OF THIS APPLICATION

Full legal name	
Contact name	Tel No
Position	Email:
Postal address:	

2 EXPORTER'S DETAILS

Full legal company name	
Company registration number	

3 CURRENT RELATIONSHIP WITH THE EXPORTER

3.1 Current Facilities *This should include all facilities with participants in the Lender group (if more than a single Lender)*

Facility Type and Purpose	Amount	Amount Drawn	Term	Security	Covenants (include main terms)

3.2 Account History

In relation to the Exporter's facilities including loans, and trade products:

(a) Length of relationship with the Exporter	
(b) Is the Exporter 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 <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 <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 <input type="checkbox"/> Yes (Provide full details below)

4 FACILITY TO BE GUARANTEED

This section should provide details of the total facility to be provided (including the covered and uncovered facilities).

4.1 Facility Details

Type of Facility:	<input type="checkbox"/> Standard EDG <input type="checkbox"/> Transition EDG
Lender reference:	
Currency:	
Total value of facility:	
Term and expiry date:	

Proposed repayment schedule:	
For loans with a proposed repayment schedule greater than five years, please state how the proceeds will be used in connection with clean growth ¹	
Does the total facility represent either new lending or additional lending to any existing facilities? <i>EDG is intended to support additional or “new” money, increasing the volume of lending to the borrower.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Please provide an explanation of the purpose of the loan and how it links to export activity)

4.2 Indicative Facility Agreement Provisions

Specific Covenants (non-LMA typical):	
Specific Events of Default (non-LMA typical):	
Other borrower specific (non-LMA typical) relevant provisions of the Facility Agreement, including risk mitigants or Group Companies acting as Joint and Several Guarantors / Credit Counterparties:	

NB: the Export Development Guarantee Facility Agreement will reflect UKEF standard terms and any deviations from them will be subject to agreement by UKEF in its absolute discretion.

¹ Clean growth categories are goods, services or intangibles relating to renewable energy; energy efficiency, pollution prevention and control; environmentally sustainable management of living natural resources and land use; terrestrial and aquatic biodiversity conservation; clean transportation; sustainable water and wastewater management; climate change adaptation; eco-efficient and/or circular economy adapted products, production technologies and processes, and, green buildings as set out in the Green Bond Principles produced by the International Capital Market Association (ICMA).

4.3 Fees

The Lender will receive the following remuneration in consideration of it providing the total facility:

Lender's overall remuneration <i>(Broken into constituent parts)</i>	
Interest rate charged on the facility <i>(For Transition Export Development Guarantees, please state Climate Transition Linked Margin Adjustments and for Sustainability Linked Loans, please state margin adjustment associated with sustainability performance targets)</i>	
Additional fees <i>(e.g. Arrangement fees, Administrative fees, Commitment fees)</i>	

4.4 Security

(a) Will the Lender hold, or will it receive, any security under the facility?	<input type="checkbox"/> Yes (Go to (b) below) <input type="checkbox"/> No (Go to 5 below)
(b) Provide details of the type of security and entity providing it	

5 GUARANTEE REQUESTED FROM UKEF

This section should provide details of the proportion of the facility to be guaranteed by UKEF.

UKEF guarantee as percentage of total facility (80% max.):	
Value of UKEF guarantee (in currency of facility):	

6 GUARANTEE REQUESTED FROM UKEF

6.1. Where the Lender named in Section 1 of this Application (the “Lender”) has completed Sections 3 to 5, the Lender, by signing this form and submitting it to UKEF confirms that:

- (a) it intends to issue the facility described in Section 4 of this form to the Exporter (the “Facility”); and
- (b) requests UKEF to join with it in entering into an Export Development Guarantee in order to provide a guarantee to the Lender (as described in Section 5) in respect of the obligations of the Exporter under that covered portion of the Facility.

6.2. The Lender also:

- (a) represents and warrants that the statements made, and information provided in Sections 3 to 5 of this form, are true and correct as at the date of its signature to this form; and
- (b) acknowledges that UKEF will rely on the statements and information in Sections 3 to 5 of this form when deciding whether or not to enter into the Export Development Guarantee.

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

Signature _____

Name _____

FOR COMPLETION BY THE EXPORTER

Terms used within this Application are defined in Section 8.7.

1 EXPORTER'S DETAILS	
Full Legal Company Name:	
Company Registration Number:	
Registered Address:	
Business Address (if different):	
Contact Name:	
Position:	
Tel No:	
Email Contact:	
Nature of Business / Sector:	
Date Business was Established:	
Total Annual Turnover:	
Number of Employees:	
Number of Years Exporting:	
Results from Revenue Threshold Test please show the full details and calculations (Please see the Guidance)	
Type of Export Development Guarantee (EDG) required (Please see the Guidance)	<input type="checkbox"/> (1) Standard EDG - "out of scope" <input type="checkbox"/> (2) Standard EDG - "in scope" <input type="checkbox"/> (3) Transition EDG If the answer is (2) or (3) please complete section 7(ii) (A) or (B) as relevant

2 SENIOR OFFICERS

Senior Officers²

Name:

Title:

Nationality:

Date of Birth:

Senior Officers

Name:

Title:

Nationality:

Date of Birth:

Senior Officers

Name:

Title:

Nationality:

Date of Birth:

² As defined in section 8.7 (Definition) of this Application.

3 EXPORTER'S OWNERS

Key Details of each person holding, directly or indirectly, 25% or more of the beneficial ownership interest in the Exporter³

Name:

Registered address:

Business address (if different):

[Company registration number or equivalent:]

In addition, if an individual:

Nationality:

Date of Birth:

³ If more than one person, please attach (i) key details for each such person, identifying each person which is an ultimate beneficial owner and (ii) a group structure chart (if available)

4 EXPORTER ELIGIBILITY

<p>(A) Does the Exporter satisfy one of the following criteria?</p>	<ul style="list-style-type: none"><input type="checkbox"/> in the financial year prior to this application, at least 20% of the Exporter's UK annual turnover has been made up of export sales from the UK; <u>or</u><input type="checkbox"/> on average over the last three financial years prior to this application, at least 20% of the Exporter's UK annual turnover has been made up of export sales from the UK; <u>or</u><input type="checkbox"/> in the next five financial years following this application, the applicant is targeting to grow their export sales from the UK, for example from below 5% of their annual turnover to at least 10%, or to increase from 5-19% by at least 10% or to reach 20%. Please attach a business plan showing plans for exporting if this applies. <p>(Please do NOT continue if none of the above applies to you)</p>
<p>(B) Please set out what economic activity is undertaken by, or to be undertaken by the Exporter in the UK</p> <p><i>(Please include detail of premises, location, number of employees, confirmation that tax or national insurance is paid in the UK, description of goods manufactured in the UK, services delivered, or intangibles provided from the UK as well as evidence of business operations in the UK.</i></p> <p><i>Applicants who do not currently export from the UK should attach a business plan setting out plans for the above.)</i></p>	

5 PURPOSE OF FACILITY

Please describe the purpose, including proposed uses of proceeds, of the requested facility in detail.

(Please contact UKEF if the requested facility will be used to support specific export contracts)

Attach any additional documentation to support your application on letter-headed paper.

6 ANTI-CORRUPTION

<p>(A) Does the Exporter 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 Potential Corrupt Activity; (“Code of Conduct”);</p>	<p><input type="checkbox"/> No (Please see relevant guidance issued by the Ministry of Justice)</p> <p><input type="checkbox"/> Yes (Please attach)</p>
<p>(B) Does the Exporter apply the Code of Conduct as identified in 6(A) in relation to obtaining and performing all Current Export Contracts and all Future Export Contracts?</p>	<p><input type="checkbox"/> No (Please provide details)</p> <p><input type="checkbox"/> Yes</p>

7 (i) ESHR, CLIMATE CHANGE AND SUSTAINABILITY

<p>(A) Does the Exporter have any links to coal power generation, coal power related projects, coal mining, or high carbon emitting sectors⁴?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (Please provide further details if so)</p>
<p>(B) Other than any activity explained in answer to 7(i)(A) above, does the Exporter have any links to the fossil fuel industry?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (Please provide further details if so)</p>
<p>(C) Does the Exporter have written policies, procedures or management systems and controls in relation to Environment, Social & Human Rights risks including Climate Change and / or Sustainability?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (Please attach)</p>
<p>(D) Does the Exporter have written strategies or policies in relation to the Sustainable Development Goals?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes (Please attach)</p>
<p>(E) Please explain whether there will be any climate change impacts (positive or negative) as a result of the provision of this facility and the resulting activity undertaken</p>	
<p>(F) How is your business intending to meet the target to bring all greenhouse gas emissions to net zero by 2050?</p>	

⁴ High carbon intensity sectors indicatively include but are not limited to the following: Coal; oil and gas; chemical manufacture, including petrochemical; thermal power; cement and lime manufacturing; integrated steel mills; base metal smelting and refining; foundries; pulp mills; aviation; and agriculture.

7 (ii) FOSSIL FUELS

<p>(A) If the Exporter is applying for a Standard EDG “in scope” of the Policy, please explain how the Exporter demonstrates the following:</p> <ul style="list-style-type: none">i. a commitment to increase revenue in sectors which are “out of scope” of the Policy;ii. that it is actively transitioning away from fossil fuels; andiii. that it has a clear commitment to align future activities with the Paris Agreement.	
<p>(B) If the Exporter is applying for a Transition EDG, does the Exporter have a Climate Transition Plan⁵?</p>	<ul style="list-style-type: none"><input type="checkbox"/> Yes (please attach)<input type="checkbox"/> No (UKEF will not agree support until a Climate Transition Plan is provided to it)

⁵ Please see the Guidance.

8 REQUEST FOR CONSIDERATION FOR EXPORT DEVELOPMENT GUARANTEE SUPPORT

8.1. REQUEST

The Exporter requests, by submitting this application form (“**Application**”), that UKEF considers whether, and, if so, on what terms, UKEF would be prepared to offer to make an Export Development Guarantee available to the Lenders.

(a) Agreement

In consideration for UKEF reviewing this Application, the Exporter makes the acknowledgments, representations and warranties and undertakings set out in this Application. The Exporter understands and acknowledges that such acknowledgments, representations and warranties and undertakings are required by UKEF as a prerequisite to, and are relied on by UKEF for the purposes of, evaluating the Exporter and whether or not it is prepared to offer to make available an Export Development Guarantee.

8.2. GENERAL

(a) Definitions and interpretation

The Exporter agrees that for the purposes of this Application unless expressly defined elsewhere in this Application, terms and expressions shall have the meanings given to them in paragraph 8.7 (Definitions) of the Application.

In this Application:

- (i) the Exporter shall be deemed to have knowledge of any fact or circumstance, if that knowledge is possessed by one or more of the Exporter’s Senior Officers or by the signatory to the Application; and
- (ii) unless a contrary indication appears, a provision of law is a reference to that provision as amended or re-enacted.

(b) No amendments

The Exporter represents and warrants to UKEF that where this Application (or any Part of this Application) have been transmitted by electronic means, the Exporter has not amended the form of the acknowledgments, representations and warranties or undertakings contained in the original application form and schedule provided to the Exporter by UKEF or obtained by the Exporter from UKEF’s website.

(c) No misleading information

The Exporter represents and warrants to UKEF that:

- (i) all factual information provided in this Application is true, complete and accurate as at the date it is provided and is not misleading in any respect; and
- (ii) nothing has occurred or been omitted and no information has been given or withheld that results in the information (other than that referred to in paragraph (a) above) provided by the Exporter or by its advisers on its behalf being untrue or misleading in any material respect.

8.3. CONFIDENTIALITY OF INFORMATION

(a) Confidentiality - Exporter

The Exporter undertakes that:

- (i) unless otherwise agreed by UKEF in writing, it shall treat this Application and all information provided in relation to it as confidential and shall not disclose it to any third party except in confidence to the Exporter's lender or broker or other professional advisers, in each case for the purpose for which each of them has been employed by it;
- (ii) it has obtained all permissions from third parties that the Exporter may be required to have obtained in accordance with applicable law in relation to any information the Exporter discloses to UKEF in relation to those third parties.

(b) Confidentiality - UKEF

- (i) The Exporter understands and acknowledges that, unless otherwise agreed by UKEF in writing, UKEF shall treat this Application, and all information provided in relation to it as confidential and shall not disclose it to any third party except:
 - (A) to UKEF's employees, agents, consultants, advisers and contractors, any of UKEF's insurers and/or reinsurers any and other party with whom UKEF may potentially enter into insurance or reinsurance arrangements (including their agents, brokers and consultants);
 - (B) to any successor body or company to which UKEF transfers or proposes to transfer all or any part of its business;
 - (C) to any person to whom information is required or requested to be disclosed:
 - a. by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body pursuant to any applicable law or regulation;
 - b. in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; and
 - c. by an international organization of which UKEF or the United Kingdom is a member;
 - (D) to any other UK government department and otherwise to the extent that UKEF deems disclosure to be necessary or appropriate in connection with carrying out its public functions and duties;
 - (E) for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which UKEF has used its resources;
 - (F) to the Serious Fraud Office, the National Crime Agency or any other governmental authority in accordance with UKEF's financial crimes compliance policies, where UKEF has reasonable grounds to believe that a party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - (G) prior to signature of the Facility Agreement and related support documentation, if the provision of support and resulting activities undertaken by the Exporter is identified by UKEF as having a high potential environmental and/or social impact, in publishing on its website details limited to the Exporter's name, a short description of the resulting activities, the location and the source of any environmental or social impact assessment reports; and
 - (H) after signature of the Facility Agreement and related support documentation,

in publishing in its annual report, on its website or elsewhere the name of the Exporter, a short description of the purpose of the facility, the type and amount of UKEF support provided and the potential environmental and/or social impact category assigned by UKEF.

- (ii) The Exporter understands and acknowledges that UKEF is subject to the requirements of the Information Legislation and will provide all necessary assistance and cooperation as requested by UKEF to enable UKEF to comply with its obligations under the Information Legislation.
- (iii) The Exporter understands and acknowledges that:
 - (A) UKEF may be required under the Information Legislation to disclose information (including this Application and any information provided in relation to it) without consulting or obtaining consent from the Exporter. Notwithstanding this, if UKEF receives a request under the Information Legislation to disclose information concerning the Exporter, UKEF will endeavour, in accordance with any relevant guidance issued under the Information Legislation and to the extent that it is lawful for UKEF to do so, to:
 - a. prior to the making of a disclosure pursuant to the Information Legislation provide the Exporter with details of the request received and give the Exporter an opportunity to make representations on the applicability of any exemption in the Information Legislation in relation to the information which has been requested;
 - b. consider any such representations received from the Exporter; and
 - c. if UKEF determines that disclosure pursuant to the Information Legislation is required, advise the Exporter of the scope and content of any disclosure in advance of disclosing that information; and
 - (B) UK Export Finance will be responsible for determining in its absolute discretion whether any Information relating to the Exporter is exempt from disclosure in accordance with the Information Legislation.
- (iv) Where UKEF requests the Exporter's consent to make a disclosure of this Application and any information provided in relation to it, the Exporter will not unreasonably delay or withhold the Exporter's agreement or consent to any such disclosure.

8.3. INFORMATION UNDERTAKINGS

(a) Changes to information

The Exporter undertakes to promptly notify UKEF if:

- (i) any of the representations and warranties made in this Application are no longer true; or
- (ii) there is any change to any information contained in or provided in relation to this Application during the period up to and including the date of UKEF's issuance of the Export Development Guarantee;

save, in respect of paragraph (ii) above, 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 or equivalent legislation in any competent jurisdiction.

(b) Compliance

The Exporter undertakes to promptly provide to UKEF, in addition to the information provided in this Application or attached to the Application, any information UKEF requests for its compliance and know-your-customer processes.

8.5. ANTI-CORRUPTION PROVISIONS

(a) Anti-Corruption representations and warranties

Subject to paragraph 8.5 (c) below, the Exporter makes the representations and warranties set out in this paragraph 8.5.(a) to UKEF.

- (i) None of the Exporter, any Involved Group Company, any of the current Senior Officers of the Exporter or any of the current Senior Officers of any Involved Group Companies appears on any Debarment List.
- (ii) During the last 5 years none of the Exporter, any Group Company, any of the current Senior Officers of the Exporter or any of the current Senior Officers of an Involved Group Company:
 - (A) has been found guilty by any court or competent authority of a Relevant Offence or any offence relating to bribery and corruption under the law of any jurisdiction outside the UK;
 - (B) has admitted to having engaged in any offence or activity as referred to in paragraph (ii)(A) above or has admitted to engaging in any other activity which is prohibited under applicable laws relating to bribery or corrupt activity; or
 - (C) has been subject to any administrative sanction (for example a deferred prosecution agreement or civil forfeiture order) or any other similar administrative measure anywhere in the world for contravening any laws which prohibit bribery, including bribery of foreign officials.
- (iii) None of the Exporter, any Group Company, any of the current Senior Officers of the Exporter or any of the current Senior Officers of an Involved Group Company are currently under charge in any court or before any competent authority or, to the best of the Exporter's knowledge, subject to a formal investigation by public prosecutors on the grounds that it has committed an offence of the type listed in paragraph 8.5.(a)(ii)(A) above.
- (iv) No Current Export Contract, Future Export Contract or 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).

(b) Repetition of representations

The representations and warranties made by the Exporter in this Application shall, to the extent that they relate to a Future Export Contract, be deemed to be repeated on the date the Future Export Contract is entered into.

(c) Anti-Corruption - further information

If the Exporter is unable to make any representation and warranty set out in paragraph 8.5(a) above, the Exporter represents and warrants to UKEF that the Exporter has attached to this Application the paragraph number of each representation and warranty it is unable to make and full details as to why it is unable to make that representation and warranty.

(d) Anti-Corruption provisions - future terms

- (i) The Exporter understands and acknowledges that the Exporter will be required to make the following undertakings directly to UKEF in the form that follows (and separate to the provisions contained in the Facility Agreement) prior to UKEF giving support for the transaction.
- (ii) The Exporter undertakes that:

- (A) if it acquires knowledge that it or any Group Company, or any Senior Officer of the Exporter or any Group Company, has engaged in any Corrupt Activity in connection with any Current Export Contract or any Future Export Contract, it shall promptly notify UK Export Finance accordingly and supply UK Export Finance 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 s.333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction;
- (B) in the event that it fails to notify UK Export Finance under (a) above because the notification would, or might reasonably be argued to, constitute the offence of “tipping off” under s.333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction, it will report its knowledge of any such Corrupt Activity to an appropriate authority;
- (C) where the Exporter has a Code of Conduct:
 - a. it has either supplied to UK Export Finance or encloses a copy of its Code of Conduct; and
 - b. it will apply its Code of Conduct in relation to obtaining and performing the Current Export Contracts and Future Export Contracts; and
- (D) where paragraph 8.5(d)(ii)(C) does not apply:
 - a. if it has not already done so, it shall take appropriate action against anyone who has engaged, or engages, in any Potential Corrupt Activity or Corrupt Activity in connection with any Current Export Contract or any Future Export Contract;
 - b. if it has not already done so, the Exporter shall require each Associated Person who has been, or is, involved in obtaining or performing any Current Export Contract or any Future Export Contract not to engage in Potential Corrupt Activity or Corrupt Activity in relation to that Current Export Contract or that Future Export Contract, as the case may be; and
 - c. if it has not already done so, the Exporter shall monitor compliance with that requirement.

8.6. INFORMATION UNDERTAKINGS

(a) Further information

The Exporter undertakes to promptly at the request of UKEF update the information provided in the Application and provide such further information as UKEF may require to consider the request made by the Exporter further to paragraph 8.1 above.

(b) **Supplier information**

The Exporter undertakes that it will promptly provide to UKEF information in relation to suppliers involved in any Current Export Contract and Future Export Contracts, in such form as UKEF may request from time to time.

8.7. DEFINITIONS

The Exporter agrees that for the purposes of this Application:

“Associated Person” means a person associated with the Exporter within the meaning given in s 8 of the Bribery Act 2010.

“Code of Conduct” means the latest version of the code of conduct and written procedures of the Exporter of the type contemplated by section 7(2) of the Bribery Act 2010 in place to discourage and prevent Potential Corrupt Activity;

“control” and “controlled” means, in relation to a company (the “company controlled”), control of the company controlled:

- (a) 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
- (b) 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
- (c) through a chain of companies each of which controls the next by the means described at paragraph (a) and/or (b) above;

“Corrupt Activity” means any activity with reference to a person (including without limitation, the offering of any payment, reward or other advantage to any public official or other person) which:

- (a) is 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
- (b) other than under duress, has been admitted by that person (which shall include, for the avoidance of doubt, admissions of activity made under a deferred prosecution agreement in England, a civil forfeiture order or similar administrative settlement in another jurisdiction); or
- (c) is found by a court or competent authority 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
- (d) is found by a court or competent authority 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 (a), (b) and (c) above corresponds to a Relevant Offence,

provided that, where, for the purposes of paragraph (b) above, any such activity is admitted by an Excluded Person, such activity shall not, for the purposes of this Application, 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;

“Current Export Contract” means an export contract relating to exports from the United Kingdom that have been entered into by the Exporter or an Involved Group Company as the seller, including any ancillary agreements;

“Debarment List” means any list published by the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank (or any successor organisations of the foregoing) of contractors or individuals who are ineligible to tender for, or participate in, any project that they fund;

“Directors” means, in relation to a company, the members of that company’s board of directors (including non-executive directors);

“Excluded Person” means:

- (a) 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
- (b) in relation to activity engaged in on or after that date, a person or body of a type not listed in section 12(4) of the Bribery Act 2010;

“Export Development Guarantee” means a guarantee provided by UKEF to the Lenders in respect of the Loan to the Exporter;

“Facility Agreement” means any facility agreement which is guaranteed by UKEF and under which a loan is made to the Borrower for the purpose set out in this Application;

“Future Export Contract” means an export contract relating to exports from the United Kingdom entered into after the date of this Agreement by the Exporter or an Involved Group Company as the seller, including any ancillary agreements;

“Group Company” means a company (in any jurisdiction) which is controlled by the Exporter and each of its Subsidiaries or which controls the Exporter, or which is controlled by a company which controls the Exporter;

“Guarantor” means any party so described in the Application;

“Information Legislation” means:

- (a) the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in the UK in relation to such legislation;
- (b) the Environmental Information Regulations; and
- (c) any other legislation from time to time governing the disclosure of information held by public bodies in the UK;

“Involved Group Company” means a Group Company which has had or may have any material part in the negotiation or obtaining of any Current Export Contract or any Future Export Contract;

“Lender” means a lender under the Facility Agreement;

“Loan” means the loan made, or to be made, to the Borrower under the Facility Agreement;

“Potential Corrupt Activity” means any activity which could, subject to the occurrence of the subsequent events referred to in paragraphs (a), (c) or (d) of the definition of “Corrupt Activity” above, amount to Corrupt Activity;

“Relevant Offence” means in relation to:

- (a) 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 and/ or an offence of conspiracy to corrupt under the Criminal Law Act 1977 or under common law; or
- (b) acts committed or events occurring on or after 1st July 2011, an offence under section 1, 2, 6 or 7 of the Bribery Act 2010;

“Senior Officer” means in relation to:

- (a) a body corporate, a Director or senior executive of the body corporate;
- (b) a partnership, a partner in the partnership;
- (c) a limited liability partnership (LLP), all members or, if applicable, all those members appointed or entitled to manage the LLP; and

“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

8.8. GOVERNING LAW AND JURISDICTION

- (a) This Application, and any non-contractual obligations arising from or in connection with it, shall be governed by and construed in accordance with English law.
- (b) The courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Application (including disputes relating to the validity, construction, performance or termination of this Application or any non-contractual obligations arising out of or in connection with this Application).
- (c) Where the Exporter does not have a registered office in England and Wales, then without prejudice to any other mode of service allowed under any relevant law the Exporter appoints the following as its agent for service of process in relation to any proceedings before the English courts in connection with this Application and agrees that failure by a process agent to notify the Exporter of the process will not invalidate the proceedings concerned:

Name of process agent:

Address for service of process in England and Wales:

Contact details (name, phone number and email):

9 SIGNATURE

Proof of authority

Please attach proof of authority and sign below.⁶

Signature

Name

Position

Date of signature

Acknowledgement of Receipt

UKEF acknowledges receipt of this Application on the date set out below.

Signature

Name

Position

Date

⁶ Examples include a certificate signed by a director or senior officer of the Exporter, which authorises the signatory to execute this Application.