



**UK Export
Finance**

**For information purposes only.
Variations of this form may apply
depending on the circumstances of
the Applicant/Exporter and the
support requested.**

1 Horse Guards Road
London
SW1A 2HQ

APPLICATION FOR UK EXPORT FINANCE BUYER CREDIT SUPPORT¹

INSTRUCTIONS

- *The Applicant should read both parts of this application form before starting to complete it*
- *Capitalised terms and expressions have the meanings given to them in the appendix to Part A*
- *Part A should be completed and submitted as soon as possible after the Applicant makes initial contact with UK Export Finance and before UK Export Finance will consider any detailed information about a transaction in respect of which UK Export Finance support is, or may be, sought*
- *Part B (and the schedule to it):*
 - *should be completed as soon as the Applicant is aware of the relevant details of a transaction in respect of which UK Export Finance support will be sought*
 - *may be submitted partially completed and then resubmitted with supplemental and/or amended information from time to time*
 - *must be fully completed and submitted by the Applicant, and acknowledged by UK Export Finance, before UK Export Finance can make a decision as to whether it is prepared to make available buyer credit support for a transaction*
- *The Applicant must sign Part A and Part B before submitting them to UK Export Finance. Following receipt of each such Part, UK Export Finance will return a countersigned copy of the relevant Part to the Applicant as confirmation of the version which UK Export Finance has received*
- *The Applicant must promptly notify UK Export Finance if (i) there is any change to the information given by it in or with Part A or any material change to the information given by it in or with Part B (and the schedule to it) or (ii) any of the representations and warranties and/or undertakings given by it in Part A or Part B (and the schedule to it) are no longer true or have been breached*
- *In executing this application form, UK Export Finance and the Applicant intend for it to take effect as a legally binding contract between the parties*

¹ Subject to amendment on case by case basis. In particular, seek further guidance if (i) the applicant is not a UK company and/or not the exporter, (ii) there are relevant JV partners or sponsors which should be captured within applicable provisions as well as the applicant and its related parties or (iii) specific B&C risks have been identified

PART A: INITIAL REQUEST

1. APPLICANT INFORMATION

1.1	Key Details	
	Name:	[...]
	Registered address:	[...]
	Business address (if different):	[...]
	Company registration number or equivalent:	[...]
	Key contact name:	[...]
	Key contact email address and phone number:	[...]
1.2	Business Details	
	Nature of business/sector:	[...]
	Date business was established: Total annual turnover:	[...]
	Number of employees:	[...]
	Number of years exporting:	[...]
1.3	Related Parties	
	Please complete and attach to Part A of the Application the separate related party compliance questionnaire outlining, amongst other things, details of the Applicant's owner(s), directors and senior executives.	
1.4	Compliance Procedures	
	Does the Applicant 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 bribery and corruption?	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>(If Yes, please attach a copy of the latest version of such code of conduct and written procedures. If No, please see the relevant guidance issued by the Ministry of Justice (for more information, see http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf)</i>	

2. BUSINESS INTEGRITY NOTICES

The Applicant is responsible for ensuring that its 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 Applicant understands and acknowledges the following:

2.1 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 Applicant's 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.

2.2 **Modern slavery**

- (a) The UN Guiding Principles on Business and Human Rights (“**UNGP**”) (Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework | OHCHR) provide guidance and advice on the approach companies should take to respecting human rights wherever they operate.
- (b) The Modern Slavery Act 2015 (“**MSA**”) is an Act of the Parliament of the United Kingdom (<https://www.legislation.gov.uk/ukpga/2015/30/contents>). It is designed to combat modern slavery in the UK and consolidates previous offences relating to trafficking and slavery. The MSA also imposes reporting obligations on businesses that exceed a given annual turnover value and that carry out business in the UK. Guidance on the reporting obligations established by the MSA can be found at <https://www.gov.uk/guidance/publish-an-annual-modern-slavery-statement>.

2.3 **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.

3. **REQUEST FOR CONSIDERATION FOR BUYER CREDIT SUPPORT**

3.1 **Request**

- (a) The Buyer Credit Guarantee facilitates the financing of a supply contract through the issue of a loan which assists the borrower under the loan (usually the buyer or a related party) to use the loan drawings to pay certain amounts due by the buyer to the supplier and /or to reimburse the borrower for certain amounts paid by the buyer to the supplier. Loan drawings may be used to pay certain amounts due to the supplier under the supply contract, subject to the terms and conditions of the loan agreement and the loan continuing to be made available to the borrower.
- (b) The Applicant requests, by submitting Part A of this Application, that UKEF considers whether UKEF would be prepared to receive a further application from the Applicant (in the form of Part B of this Application) for a guarantee issued by UKEF in respect of a loan for the financing of supplies to be made by the Applicant under an export contract with one or more third parties.

3.2 **Agreement**

In consideration for UKEF reviewing Part A of this Application as described in paragraph 3.1 above, the Applicant makes the acknowledgments, representations and warranties and undertakings set out in Part A of this Application and provides to UKEF the information set out in paragraph 1 above. The Applicant understands and acknowledges that such acknowledgements, representations and warranties, undertakings and information are

required by UKEF as a prerequisite to, and relied on by UKEF for the purposes of, evaluating the Applicant and whether or not it is prepared to receive an application for support from the Applicant and, ultimately, whether or not it is prepared to offer to make available a Buyer Credit Guarantee.

4. ANTI-CORRUPTION PROVISIONS²

4.1 Anti-Corruption representations and warranties

Subject to paragraph 4.2 below, the Applicant makes the representations and warranties set out in this paragraph 4.1 to UKEF.

- (a) Neither the Applicant nor any of its current Senior Officers appears on any Debarment List.
- (b) During the last 5 years none of the Applicant, any of the Applicant's current Senior Officers or any Group Company³:
 - (i) 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;
 - (ii) has admitted to having engaged in any offence or activity as referred to in paragraph (b)(i) above or has admitted to engaging in any other activity which is prohibited under applicable laws relating to bribery or corrupt activity; or
 - (iii) 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.
- (c) None of the Applicant, any of the Applicant's current Senior Officers or any Group Company is currently under charge in any court or before any competent authority or, to the best of the Applicant'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 4.1(b)(i) above.

4.2 Anti-Corruption – further information

If the Applicant is unable to make any representation and warranty set out in paragraph 4.1 above, the Applicant represents and warrants to UKEF that the Applicant 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 each such representation and warranty.

5. ANTI-MODERN SLAVERY PROVISIONS

5.1 Anti-Modern Slavery representations and warranties

Subject to paragraph 5.2 below, the Applicant makes the representations and warranties set out in this paragraph 5.1 to UKEF.

- (a) The Applicant adheres to, and intends to continue to adhere to, all requirements that apply to it as set out in the MSA, including reporting obligations, and all applicable legislation relating to the prevention of Modern Slavery in every country that the Applicant operates in.

² Any requests to diverge from standard wording to be approved by FCDD/ CD

³ This provision may be expanded if the Applicant/Exporter is a JV or SPC

- (b) The Applicant is not currently under investigation and has not been fined, convicted or found guilty of any offences under the MSA, or under any applicable similar laws or regulations relating to the prevention of Modern Slavery or any similar infringement of human rights in any jurisdiction.
- (c) To the best of its knowledge, the Applicant is not aware of the existence of Modern Slavery in respect of the Applicant, the Export Contract, the Applicant's immediate Holding Company or the Applicant's supply chain, in each case, at present or in the past two (2) years.

5.2 **Anti-Modern Slavery – further information**

If the Applicant is unable to make any representation and warranty set out in paragraph 5.1 above, the Applicant represents and warrants to UKEF that the Applicant 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 each such representation and warranty including all information relating to the type of modern slavery that exists or has existed, and/or any investigation or enforcement action, and any actions taken by the Applicant in connection therewith.

6. **CONFIDENTIALITY OF INFORMATION**

6.1 **Confidentiality - Applicant**

The Applicant undertakes that:

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

6.2 **Confidentiality - UKEF**

- (a) The Applicant understands and acknowledges that, unless otherwise agreed by the Applicant in writing, UKEF shall treat this Application, the Schedule and all information provided in relation to it as confidential and shall not disclose it to any third party except:
 - (i) to UKEF's employees, agents, consultants, advisers and contractors, any of UKEF's insurers and/or reinsurers and any other party with whom UKEF may potentially enter into insurance or reinsurance arrangements (including their agents, brokers and consultants);
 - (ii) to any successor body or company to which UKEF transfers or proposes to transfer all or any part of its business;
 - (iii) 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, or 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;
 - (iv) 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;
 - (v) 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;
 - (vi) to the Serious Fraud Office, the National Crime Agency or any other authority in connection with any breach, or potential breach, of applicable law or regulation;
 - (vii) prior to signature of the Facility Agreement and related support documentation, if the Project is identified by UKEF as having a high potential environmental and/or social impact, in publishing on its website details limited to the Project's name, a short description of the Project, the Project's location and the source of any environmental or social impact assessment reports relating to the Project; and
 - (viii) after signature of the Facility Agreement and related support documentation, in publishing in its annual report, on its website or elsewhere details of the Applicant's name, the name of the Buyer and the country in which the Export Contract is to be performed, a short description of the items supplied under the Export Contract or the Project, the type and amount of UKEF support provided and the potential environmental and/or social impact category that UKEF has assigned to the Project.
- (b) The Applicant 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.
- (c) The Applicant understands and acknowledges that:
 - (i) UKEF may be required under the Information Legislation to disclose information (including this Application, the Schedule and any information provided in relation to it) without consulting or obtaining consent from the Applicant. Notwithstanding this, if UKEF receives a request under the Information Legislation to disclose Information concerning the Applicant, 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 Applicant with details of the request received and give the Applicant 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 Applicant; and

- (C) if UKEF determines that disclosure pursuant to the Information Legislation is required, advise the Applicant of the scope and content of any disclosure in advance of disclosing that information.
- (ii) UKEF will be responsible for determining in its absolute discretion whether any Information relating to the Applicant is exempt from disclosure in accordance with the Information Legislation.
- (d) Where UKEF requests the Applicant's consent to make a disclosure of this Application, the Schedule and any information provided in relation to it, the Applicant will not unreasonably delay or withhold the Applicant's agreement or consent to any such disclosure.
- (e) This paragraph 6 constitutes the entire agreement between UKEF and the Applicant in relation to the obligations of UKEF regarding confidentiality and disclosure of information in relation to the Project and supersedes any previous agreement, whether express or implied, regarding such matters.

7. INFORMATION UNDERTAKINGS

7.1 Changes to information

The Applicant undertakes to promptly notify UKEF if:

- (a) any of the representations and warranties made in this Application are no longer true;
- (b) there is any change to any information contained in, or provided with or in relation to, this Part A of this Application during the period up to and including the date of UKEF's issuance of the Buyer Credit Guarantee; or
- (c) there is any material change to any information contained in, or provided with or in relation to Part B of, this Application or the Schedule during the period up to and including the date of UKEF's issuance of the Buyer Credit Guarantee,

save, in respect of paragraph (a) 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, provided that in the event that the Applicant fails to notify UKEF under this paragraph 7.1 because the 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, the Applicant undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.

7.2 Compliance

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

8. GENERAL

8.1 Definitions and interpretation

- (a) The Applicant agrees that for the purposes of this application form ("**Application**" which expression, unless the context requires otherwise, includes both Parts A and B and their attachments) and the schedule ("**Schedule**") to it, unless expressly defined elsewhere in this

Application or the Schedule, terms and expressions shall have the meanings given to them in the appendix to Part A of the Application.

- (b) In this Application:
- (i) the Applicant and each Involved Group Company shall be deemed to have knowledge of any fact or circumstance, if that knowledge is possessed by one or more of its Senior Officers or, where applicable, by its signatory to the relevant part of the Application; and
 - (ii) unless a contrary indication appears, a provision of law is a reference to that provision as amended or re-enacted.

8.2 **No amendments**

- (a) The Applicant represents and warrants to UKEF that where this Application (or any Part of this Application) and/or the Schedule have been transmitted by electronic means, the Applicant has not amended the form of the acknowledgments, representations and warranties or undertakings contained in the original application form and schedule provided to the Applicant by UKEF.
- (b) No purported amendment, variation, waiver or consent in respect of any provision of this Application or the Schedule shall be effective unless made in writing with a signed acknowledgement on behalf of UKEF.

8.3 **No misleading information**

The Applicant represents and warrants to UKEF that:

- (a) all factual information provided in or with Part A to this Application is true, complete and accurate as at the date it is provided and is not misleading in any respect;
- (b) all factual information (other than that referred to in paragraph (a) above) provided in relation to this Application and the Schedule by the Applicant or by its advisers on its behalf to UKEF is true, complete and accurate in all material respects as at the date it is provided and is not misleading in any respect; and
- (c) 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 Applicant or by its advisers on its behalf being untrue or misleading in any material respect.

9. **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).

10. **SIGNATURE**

10.1 **Proof of authority**

The Applicant represents and warrants that it has attached to this Part A proof of the authority of the signatory below to enter into this Part A on behalf of the Applicant.

10.2 **Signature Block**

Signature

.....

Name

.....

Position

.....

Date

.....

10.3 **Acknowledgement of Receipt**

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

Signature

.....

Name

.....

Date

.....

<p>CONTINUATION PAGE FOR ADDITIONAL INFORMATION TO BE DISCLOSED PURSUANT TO PART A OF THE APPLICATION</p> <p>A. Please attach the related party compliance questionnaire referred to in paragraph 1.3 of Part A of the Application</p> <p>B. Please attach a copy of the Applicant's code of conduct and written procedures relating to anti bribery and corruption</p>	
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<p>C. Please give full details in the box on the right of any disclosures to be made in respect of representations and warranties under paragraph(s) 4.2 and/or 5.2 of Part A of the Application</p> <p>D. Please give any further information requested by UKEF for compliance and know-your-customer processes</p>	
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APPENDIX TO PART A

DEFINITIONS

The Applicant agrees that for the purposes of this Application and the Schedule:

“Agent” means any agent, intermediary, consultant or other person:

- (a) who has been or may be instructed by or on the Applicant’s behalf; and
- (b) who has been or may be directly or indirectly involved in the process of tendering for, or seeking the award of, the Export Contract or any Related Agreement;

“Associated Person” means a person associated with the Applicant within the meaning given in section 8 of the Bribery Act, 2010 (*for more information, please see <https://www.legislation.gov.uk/ukpga/2010/23/section/8>*);

“Borrower” means the party so described in the Schedule;

“Buyer” means the party so described in the Schedule;

“Buyer Credit Guarantee” means a guarantee provided by UKEF to the Lenders in respect of the Loan to the Borrower;

“Consortium Partner” means any company, partnership, limited liability partnership, person or other legal entity (in each case, other than the Applicant) which is a party to any written joint venture, consortium, or other similar arrangement (other than a sub-contract) to which the Applicant is also a party and which joint venture, consortium or other arrangement has been, or may be, entered into in connection with the performance or financing of all, or any part of, the Export Contract;

“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 the Export 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 settlements 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;

“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 Contract” means the entirety of the contract entered into or that is intended to be entered into between the Applicant and the Buyer which is referred to in the Schedule;

“Export Licences” means all authorisations and/or export licences (if any) from the UK government or the government of any other country in relation to the goods and/or services supplied or to be supplied in accordance with the Export Contract;

“Facility Agreement” means any facility agreement which is guaranteed by UKEF and under which a loan is made to the Borrower for the purpose of assisting the financing of the Export Contract;

“Foreign Content” means, in relation to a contract, the cost to the Applicant of purchasing goods, services and/or intangibles to be supplied by the Applicant under that contract which

are procured by the Applicant from persons carrying on business in a country other than the UK, but excluding the cost of Integrated Goods;⁴

“Group Company” means a company (in any jurisdiction) which is controlled by the Applicant or which controls the Applicant or which is controlled by a company which controls the Applicant;

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

“Holding Company” means, in relation to a person, any other person in respect of which it is a Subsidiary;

“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;

“Integrated Goods” means goods constituting Foreign Content that are or will be integrated with other goods in the UK to produce goods that are or will be eligible for a certificate of UK origin from a British Chamber of Commerce;

“Involved Group Company” means:

- (a) a Group Company which the Applicant, having made the reasonable enquiries referred to in paragraph 3.1(a) of Part B of this Application, believe has had, or is intended to have, at the date of this Application, any material part in the negotiation or obtaining of the Export Contract;⁵ or
- (b) a Group Company which employs personnel providing head office legal, compliance, audit and/or similar functions;

“Lender” means a lender under the Facility Agreement;

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

“Local Content” means, in relation to a contract, the cost to the Applicant of purchasing goods, services and/or intangibles to be supplied by the Applicant under that contract which are procured by the Applicant from persons carrying on business in the Buyer’s country (which may include the cost of import duties in respect of such supplies if such contract stipulates

⁴ To be updated if Applicant is not a UK company

⁵ Consideration should be given on a case by case basis as to whether:

- paragraph (a) of this definition and the reps and warranties given in respect of Involved Group Companies and their Senior Officers should be made absolute and not subject to the Applicant’s belief/awareness; and

- the recourse provision should also cover Involved Group Companies’ Senior Officers.

Relevant factors may include the structure of the Group, how negotiation of the Export Contract has been managed within the Group and the perceived general B&C risk in respect of the Exporter/Transaction.

that they will be payable by the Applicant on behalf of the Buyer), but excluding the cost of Integrated Goods;⁶

“Modern Slavery” means the recruitment, movement, harbouring or receiving of children, women or men through the use of force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation and includes holding a person in a position of slavery, servitude forced or compulsory labour, or facilitating their travel with the intention of exploiting them soon after;

“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;

“Project” means the project to which the Export Contract relates;

“Related Agreement” means:

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

“Relevant Offence” means:

- (a) 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 and/ or an offence of conspiracy to corrupt under the Criminal Law Act 1977 or under common law; or
- (b) in relation to 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; and
- (c) a limited liability partnership (LLP), all members or, if applicable, all those members appointed or entitled to manage the LLP;

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

“UK Content” means, in relation to a contract, the total value of that contract (which for the Export Contract is the value referred to in section 3.1(ii) of the Schedule) minus Foreign Content in respect of that contract.⁷

⁶ To be updated if Applicant is not a UK company

⁷ To be updated if Applicant is not a UK company

PART B: PROJECT SPECIFIC APPLICATION

1. GENERAL

1.1 Incorporation of provisions

The provisions of paragraphs 6, 7, 8 and 9 of Part A of this Application shall be incorporated into this Part B as if set out in full in this Part B.

1.2 Accuracy of information

- (a) The Applicant represents and warrants to UKEF that all factual information provided in or with Part A to this Application remains true, complete and accurate as at the date of this Part B and is not misleading in any respect;
- (b) The Applicant makes the representations and warranties set out in paragraph 8.3 of Part A of this Application to UKEF.

2. REQUEST FOR A BUYER CREDIT GUARANTEE

2.1 Request

The Applicant requests, by submitting Part B of this Application and the Schedule, that UKEF considers whether, and, if so, on what terms, UKEF would be prepared to offer to make a Buyer Credit Guarantee available to the Lenders.

2.2 Agreement

In consideration for UKEF reviewing this Part B of the Application and the Schedule as described in paragraph 2.1 above, the Applicant makes the acknowledgments, representations and warranties and undertakings set out in Part B of this Application and provides the information set out in the Schedule. The Applicant understands and acknowledges that such acknowledgements, representations and warranties, undertakings and information are required by UKEF as a prerequisite to, and relied on by UKEF for the purposes of, evaluating the Export Contract and the Project and whether or not it is prepared to offer to make available a Buyer Credit Guarantee.

2.3 Repetition of representations

Where the Export Contract or a Related Agreement has not been entered into on the date of this Application, the representations and warranties made by the Applicant in this Application shall, to the extent that they relate to the Export Contract or a Related Agreement (as appropriate), be deemed to be repeated on the date the Export Contract or Related Agreement (as appropriate) is entered into.

2.4 Future terms

The Applicant understands and acknowledges that, prior to UKEF issuing any form of support in respect of the Export Contract, the Applicant will be required to enter into a further

agreement with UKEF in relation to, amongst other things, the matters referred to in paragraphs 3.3, 5.3 and 6.3 of Part B of this Application.

3. **ANTI-CORRUPTION PROVISIONS⁸**

3.1 **Anti-Corruption representations and warranties**

Subject to paragraph 3.2 below, the Applicant makes the representations and warranties set out in paragraph 4 of Part A of this Application and this paragraph 3.1 to UKEF.

- (a) The Applicant has made reasonable enquiries for the purpose of ascertaining whether any Group Companies, at the date of this Application, have had, or, are intended to have, any material part in the negotiation or obtaining of the Export Contract.
- (b) The Applicant has made reasonable enquiries in relation to:
 - (i) each Agent, Consortium Partner and Involved Group Company (if any) in order to ascertain whether any of them (or any current Senior Officer of any Consortium Partner, Involved Group Company or, if a corporate entity, Agent) appears on any Debarment List; and
 - (ii) each Agent, Consortium Partner and Involved Group Company (if any) in order to ascertain whether any Agent or Consortium Partner (or any current Senior Officer of any Consortium Partner, Involved Group Company or, if a corporate entity, Agent) has at any time during the last five years engaged in or been subject to any of the events referred to in paragraph 4.1(b) of Part A of this Application or is subject to any of the events referred to in paragraph 4.1(c) of Part A of this Application.
- (c) The enquiries referred to in paragraph (b) above have given the Applicant no cause to believe, and the Applicant does not believe, that:
 - (i) any Agent, Consortium Partner or Involved Group Company, or any of the current Senior Officers of any Consortium Partner, Involved Group Company or, if a corporate entity, Agent, appears on any Debarment List; and
 - (ii) any Agent or Consortium Partner, or any of the current Senior Officers of any Consortium Partner, Involved Group Company or, if a corporate entity, Agent, has at any time during the last five years engaged in or been subject to any of the events referred to in paragraph 4.1(b) of Part A of this Application or is subject to any of the events referred to in paragraph 4.1(c) of Part A of this Application.
- (d) Neither the Export 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).
- (e) Neither the Applicant nor any Group Company has engaged in any Potential Corrupt Activity or Corrupt Activity in connection with the Export Contract or any Related Agreement.
- (f) Neither the Applicant nor any Involved Group Company has any knowledge of any person engaging in any Potential Corrupt Activity or Corrupt Activity in connection with the Export Contract or any Related Agreement.

⁸ Any requests to diverge from standard wording to be approved by FCDD/ CD

- (g) The Applicant has made reasonable enquiries regarding any Consortium Partner and Agent and its conduct in relation to the Export Contract and any Related Agreement.
- (h) The enquiries referred to in paragraph (g) above have given the Applicant no cause to believe, and the Applicant does not believe, that any Consortium Partner or Agent has engaged in any Potential Corrupt Activity or Corrupt Activity in relation to the Export Contract or any Related Agreement.

3.2 **Anti-Corruption – further information**

If the Applicant is unable to make any representation and warranty set out in paragraph 3.1 above, the Applicant represents and warrants to UKEF that the Applicant 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

3.3 **Anti-Corruption provisions – future terms**

The Applicant understands and acknowledges that the Applicant will be required to make, in substantially the form that follows, the representations and warranties and undertakings set out in this paragraph 3.3 prior to UKEF giving support for the Export Contract.

- (a) *The Applicant represents and warrants that:*
 - (i) *neither it nor any Group Company has engaged in any Potential Corrupt Activity or Corrupt Activity; and*
 - (ii) *neither it nor any Involved Group Company has any knowledge of any person engaging in any Potential Corrupt Activity or Corrupt Activity,*
in each case, in relation to the Export Contract or any Related Agreement.
- (b) *The Applicant undertakes that neither it nor any Group Company shall engage in any Potential Corrupt Activity in relation to the Export Contract or any Related Agreement.*
- (c) *If the Applicant, any Group Company⁹ or any of the Applicant's Senior Officers has engaged, or engages, in any Corrupt Activity in connection with the Export Contract or any Related Agreement, the Applicant undertakes that it shall, on demand, pay to UKEF an amount equal to:*
 - (i) *[any loss or expense UKEF certifies that it has incurred from the Relevant Date in respect of amounts that have fallen due for payment to UKEF by the Borrower pursuant to the Facility Agreement and which remain unpaid;]¹⁰*
 - (ii) *[any amounts which UKEF certifies it has paid to the Lenders and/or their agent under any guarantee given by UKEF from the Relevant Date in respect of any loss or expense the Lenders and/or their agent have incurred in respect of amounts advanced under the Facility Agreement;]¹¹ and*

⁹ If the Applicant/Exporter is a JV or SPC, consider whether all JV partners and SPC sponsors should be caught within the recourse trigger (consider expanding wording to achieve this if Group Company definition is not wide enough). Also consider whether B&C related representations and warranties should be expanded in relation to such parties either in the Application Form or in the Exporter Agreement.

¹⁰ For direct lending transactions

¹¹ For buyer credit transactions

- (iii) *any amounts which UKEF certifies it has paid by way of interest, costs, expenses and legal fees from the Relevant Date under or in connection with the Facility Agreement, any guarantee given by UKEF in respect of the Facility Agreement or under this Agreement,*

and for the purposes of this paragraph (c), “Relevant Date” means the earlier of the date on which the relevant Corrupt Activity occurred or the date with effect from which the Export Contract, or any Related Agreement, became illegal, void or unenforceable under its governing law as a result of that Corrupt Activity.

- (d) *If the Applicant acquires knowledge that any person (including any employee of the Applicant or a Group Company) has engaged in any Potential Corrupt Activity or Corrupt Activity in connection with the Export Contract or any Related Agreement, the Applicant undertakes that it shall promptly notify UKEF accordingly and supply UKEF with full details of the Potential Corrupt Activity or 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 or equivalent legislation in any competent jurisdiction.*
- (e) *In the event that the Applicant fails to notify UKEF under paragraph 3.3(d) above because the 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, the Applicant undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.*
- (f) *The Applicant undertakes that it shall:*
 - (i) *if it has not already done so, require each Associated Person who has been, or is, involved in obtaining or performing the Export Contract or any Related Agreement, not to engage in any Potential Corrupt Activity in relation to the Export Contract or any Related Agreement;*
 - (ii) *monitor compliance with that requirement; and*
 - (iii) *take appropriate action against anyone who has engaged, or engages, in any Potential Corrupt Activity or Corrupt Activity in relation to the Export Contract or any Related Agreement.*

4. NO CONNECTION TO BUYER

4.1 No connection

Subject to paragraph 4.2 below, the Applicant represents and warrants that there is/are no common parent company, or common directors (or, in respect of a partnership or a limited liability partnership, partners or members respectively) or management agreements or financial interests, directly or indirectly, connecting the Applicant with the Buyer and/or the Borrower (if different from the Buyer) or with any Guarantor.

4.2 Further Information

If the Applicant is unable to make the representation and warranty in paragraph 4.1 above, it represents and warrants to UKEF that the Applicant has attached to this Application full details as to how the Applicant is connected to the Buyer, the Borrower and/or any Guarantor.

5. EXPORT LICENCES

5.1 Export Licences

Subject to paragraph 5.2 below, the Applicant represents and warrants that no Export Licences are required at any time in relation to the goods and/or services supplied or to be supplied in accordance with the Export Contract.

5.2 Export Licences - Further Information

If the Applicant is unable to make the representation and warranty in paragraph 5.1 (for example, because an Export Licence is or will be required), it represents and warrants to UKEF that:

- (a) the Applicant has attached to this Application full details as to (i) the Export Licence(s) required and the time(s) at which required and (ii) the name(s) and contact detail(s) of the issuing authority (or authorities) of such Export Licence(s); and
- (b) there is no reason or circumstance (to the best of the Applicant's knowledge and belief, having made due and careful enquiry) that all Export Licences which have not yet been obtained or are not currently in full force and effect (if any) will not be granted or be in full force and effect at the time required in relation to the supply of goods and/or services in accordance with the Export Contract.

5.3 Export Licences - future terms

The Applicant understands and acknowledges that the Applicant will be required to make the representations and warranties and undertakings set out in this paragraph 5.3 in relation to any support given by UKEF for the Export Contract.

- (a) *The Applicant represents and warrants that it has obtained, and is in compliance with, all applicable Export Licences (if any) which are required as at the date of this agreement and all such Export Licences (if any) remain in full force and effect.*
- (b) *The Applicant undertakes that it shall obtain when required, and comply with at all times following issue, all applicable Export Licences.*
- (c) *The Applicant undertakes that it shall promptly notify UKEF if:*
 - (i) *the Applicant fails to obtain when required, or is in breach of, any Export Licence in relation to the Export Contract; or*
 - (ii) *any Export Licence in relation to the Export Contract is refused, revoked, withdrawn or otherwise ceases to remain in full force and effect,**and, in each case, to provide such further details as UKEF may request.*

6. INFORMATION UNDERTAKINGS

6.1 [Additional lending

The Applicant undertakes to promptly provide to UKEF any information the Applicant may receive about any proposed additional lending from any source in relation to the Export Contract or the Project.]¹²

¹² To be deleted other than in Borrower Application Form

6.2 Updated schedule and further information

The Applicant undertakes to promptly at the request of UKEF update the information provided in the Schedule and provide such further information as UKEF may require to consider the request made by the Applicant further to paragraph 2.1 above.

6.3 Future terms – country content/supplier information

The Applicant understands and acknowledges that it will be required to undertake, in relation to any support given by UKEF for the Export Contract, to provide to UKEF such information in relation to suppliers, and the sources and cost of goods, services and intangibles, involved in the Project, in such form and at such times, as UKEF may request from time to time.¹³

¹³ This is not the case for aerospace and defence transactions (see exporter agreement provisions for further details). Seek guidance from PIM if unsure whether a specific transaction is within scope

7. **SIGNATURE**

7.1 **Proof of authority**

The Applicant represents that it has attached to Part B of this Application proof of the authority of the signatory below to enter into this Part B of this Application on behalf of the Applicant.

7.2 **Signature Block**

Signature

.....

Name

.....

Position

.....

Date

.....

7.3 **Acknowledgement of Receipt**

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

Signature

.....

Name

.....

Date

.....

<p>CONTINUATION PAGE FOR ADDITIONAL INFORMATION TO BE DISCLOSED PURSUANT TO PART B OF THE APPLICATION</p> <p>A. Please attach an updated related party compliance questionnaire referred to in paragraph 1.3 of Part A of the Application if any updates or changes to the version submitted with Part A of the Application are required in accordance with paragraphs 7.1 and 8.3 of Part A of the Application</p> <p>B. Please give full details in the box on the right of any disclosures to be made in respect of representations and warranties under paragraph 3.1 of Part B of the Application (<i>Anti-Corruption representations and warranties</i>)</p> <p>C. Please give full details in the box on the right of any disclosures to be made in respect of representations and warranties under paragraph 5.2 of Part B of the Application (<i>full details as to (i) all Export Licence(s) required and the time(s) at which required¹⁴ and (ii) the name(s) and contact detail(s) of the issuing authority (or authorities) of such Export Licence(s)</i>)</p> <p><i>(If none, please state 'None')</i></p>	
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<p>CONTINUATION PAGE FOR UKEF OFFICIAL REMARKS</p>	
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(Form BCAP.10)

¹⁴ If the Applicant is unable to provide an itemised list of all Export Licences and the time at which they are required, it should give reasons for this here and expect to discuss this matter with UKEF