



**UK Export
Finance**

Proposal

for a

Bond Insurance Policy

PART A: ABOUT THIS FORM

A1: Purpose

This form is for use where:

- an exporter carrying on business in the United Kingdom wishes to arrange for the issue of contract bonds relating to a specific Supply Contract either by the exporter's bank or by an overseas financial institution with a counter-guarantee from the exporter's bank;
- as a condition of issuing those bonds or that counter-guarantee, the bank in question wishes to be provided with an undertaking from the exporter to reimburse the bank in respect of any payment which the bank might make in consequence of any of the bonds being called; and
- the exporter wishes UKEF to insure the exporter against the risk of the bonds being unfairly called.

The bonds in question may be advance payment bonds, progress payment bonds, performance bonds, warranty bonds, maintenance bonds, retention bonds and such other bonds as UKEF may agree to support.

The contract to which the bonds relate may have been awarded to the exporter or may be under negotiation between the exporter and the buyer or one for which the exporter intends to submit a tender to the buyer.

A2: Common expressions

In this application form:

- **"Bonds"** means the bonds described in Part C of this form (when completed);
- **"Buyer"** means the buyer under the Supply Contract;
- **"EU"** means the European Union;
- **"Exporter"** means the exporter named in Part B of this form;
- **"Supply Contract"** means the contract described in Part D of this form (when completed) pursuant to which the Bonds are to be issued;
- **"UK"** means the United Kingdom of Great Britain and Northern Ireland and includes the Channel Islands and the Isle of Man;
- **"UKEF"** means the Export Credits Guarantee Department operating as UK Export Finance.

A3: Structure

This form is divided into the following parts:

- Part A: Introduction
- Part B: Information about the Exporter
- Part C: Details of the Bonds
- Part D: Information about the Supply Contract
- Part E: Details of the environmental, social and human rights impacts of the works or the project to which the Supply Contract relates (*This Part should be completed only if any bond(s) listed in the Application Form with an expiry date two years or more after the anticipated issue date*)
- Part F: Information required for UKEF's anti-corruption procedures
- Part G: Exporter's declarations and undertakings
- Part H: Brokers
- Part J: Exporter's certification

A4: 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. **No questions should be deleted from the application form.**

Part G 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.

A5: 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 the 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

A6: Corruption and Money Laundering

Please note that the OECD countries, including the United Kingdom, are committed to combating corruption and money laundering. The law in the UK has been strengthened in order to do so. Whilst the 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 applicable law on bribery and 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. 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.

The Exporter should also be aware that UKEF routinely refers allegations of bribery and corruption and money laundering to the appropriate authorities.

A7: Modern Slavery

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.

The Modern Slavery Act 2015 (the "**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>.

A8: 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.

PART B: ABOUT THE EXPORTER

B1: Corporate Details

Full Legal Name	
Country of Incorporation	
Company Registration Number	
Date of Incorporation	
Registered Address	
Address of Principal Place of Business in UK (if different from Registered Address)	
Website Address	

B2: Contact Details

Name of contact	
Position	
Telephone No	
Email address	
Fax No	

B3: Exporter's Core Business and Main Products

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B4: Summary of Exporter's export experience

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B5: Exporter's experience with contract bonding

Value of export-related contract bonds issued in the past 3 years	
Instances of calls on export-related contract bonds	

PART C: ABOUT THE BONDS

C1: Description

Type	Maximum Value	Currency	Anticipated Issue Date	Anticipated Expiry Date ¹	Profile ²

Notes: 1. If a Bond will have no stated expiry date, state "None"

2. If any of the bonds are on a reducing basis, please indicate which bond and provide a schedule of reductions for the bond on a separate sheet of paper and attach it to this Proposal.
If a Bond is not reducing, state "None".

C2: Beneficiary (Name and address of company in whose favour the bonds are to be issued):

Name:

Address:

C3: Issuer

(1) Will the Bonds be issued by a bank in the UK?

☐

Yes

☐

No

If yes, please provide the full name and address of that bank.

Name:

Address:

OR

(2) Will the Bonds be issued by a bank outside the UK against a counter-guarantee from a bank in the UK?

☐

Yes

☐

No

If so, please specify the name of the issuing bank and the UK bank providing the counter-guarantee.

Issuing bank

Name:

Address:

UK bank providing counter-guarantee

Name:

Address:

OR

(3) If neither (1) nor (2) above apply, please give details of the arrangements for issuing the Bonds.

C4: Law governing the Bonds:

C5: Calls

Is the Exporter aware of the Beneficiary having called any bond (whether issued by the Exporter or any other party)?

☐

Yes

☐

No

If yes, please provide full details on your headed notepaper.

C6: Conditionality

Will the Bonds be unconditional, on-demand Bonds?

☐

Yes

☐

No

If no, please specify any conditions which must be met before the Beneficiary is entitled to make a claim under the Bonds.

C7: Repeated Claims

Does the Supply Contract, or do any of the Bonds, provide for full restoration of the value of a Bond after a call has been made on it?

☐

Yes

☐

No

C8: Extension of Bonds

Does the Supply Contract, or any of the Bonds, provide that the Beneficiary may unilaterally require that the tenor of a Bond should be extended?

☐

Yes

☐

No

C9: Interest

Does any Bond contain any provision for the charging of interest after a call has been made on that Bond?

☐

Yes

☐

No

If yes, please provide details of the interest chargeable.

C10: Assignability

Can any of the Bonds be assigned by the Beneficiary to any other person without the need for the Beneficiary to obtain consent from any other party?

☐

Yes

☐

No

If yes, please provide details of the persons to whom the Bond(s) may be assigned.

C11: Counter-indemnity

Has the Exporter given, or will it give, any counter-indemnity or other undertaking to the bank which will issue, or procure the issue of, the Bonds to the effect that the Exporter will reimburse the bank in respect of any amounts which that bank pays out as a result of a call being made on any of the Bonds?

☐

Yes

☐

No

If yes, please identify the document in which this undertaking is given, the parties to it and its date.

PART D: ABOUT THE SUPPLY CONTRACT

D1: Destination of Export

Project Name	
Destination Country	
Project Location	<i>Please provide a grid reference or Google place-mark/red line boundary</i>
Description of Project and any associated facilities	<i>Please provide a very brief description of the project</i>

D2: Buyer

Is the buyer the same as the beneficiary of the bond (as shown in C2)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'no', insert the name and address of the buyer	

D3: Status

(1) Has the Supply Contract been awarded to the Exporter?

☐ Yes ☐ No

(2) If 'yes' has the Supply Contract been signed?

☐ Yes ☐ No

(3) If 'yes' what is the date of the Supply Contract?

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D4: Award procedure:

Procedure by which the Supply Contract was, or will be, awarded:

☐ Competitive Tender ☐ Negotiation

Other:
(Please specify)

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D5: Phases

(1) Estimated date for commencement of work:

(2) Phases:

(Please specify each phase of the Supply Contract and its anticipated duration)

Phase	Duration (in months)

(3) Estimated date for completion of Supply Contract:

(4) Duration of any post-completion warranty period:

D6: Payment and Delivery Terms

(1) Total Contract Price (excluding tax):

(2) Stages in which Contract Price is payable

Event	Amount Payable (%)

(3) Payment method:

(Describe any letter of credit arrangements)

D7: Goods

(1) What goods are being provided by the Exporter under the Supply Contract?

(2) Are any, or any parts, of those goods being supplied by sub-contractors or sub-suppliers?

(3) If so, in which country does each sub-contractor or sub-supplier carry on business?

D8: Services

(1) What services are being provided by the Exporter under the Supply Contract?

(2) Are any of those services being performed by sub-contractors or sub-suppliers?

(3) If so, in which country does each sub-contractor or sub-supplier carry on business?

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D9: Foreign Content

Type	Description	Cost to Exporter
EU Goods (except UK Goods)		
EU Services (except UK Services)		
Non-EU Goods (except Local Goods)		
Non-EU Services (except Local Services)		
Local Goods		
Local Services		
	TOTAL	

Notes:

In the table above:

- UK Goods means goods manufactured in the UK;
- UK Services means services supplied by suppliers based in the UK (including the Exporter or any UK sub-contractor);
- EU Goods means goods manufactured in the EU;
- EU Services means services supplied by suppliers based in the EU;
- Non-EU Goods means goods manufactured outside the EU;
- Non-EU Services means services supplied by suppliers based outside the EU;
- Local Goods means goods manufactured in the Buyer's country; and
- Local Services means services supplied by suppliers based in the Buyer's country.

D10: Other Contractual Provisions

D10.1 Exporter's rights of termination (Please provide a brief description of terms)

D10.2 Buyer's rights of termination (Please provide a brief description of terms)

D10.3 Dispute resolution procedures (Please provide a brief description of terms)

D10.4 Supply Contract's governing law

D11: Ancillary Information

D11.1 Exporter's experience of providing the goods or services to be supplied under the Supply Contract. *(Please provide a brief description)*

D11.2 Technical, operational or financial challenges in performing the Supply Contract. (Please provide a brief description)

D11.3 Exporter's experience with the Buyer. (Please provide a brief description)

D12: Consortium Partners

Is the Exporter performing the Supply Contract as a member of a joint venture or consortium?

☐

Yes

☐

No

If Yes, please give **full details** of each Consortium Partner (as defined in Part G of this form)

D13: Basic Cover:

Is the Exporter applying for any other UKEF product in relation to the Supply Contract?

☐

Yes

☐

No

If yes, please state the type of facility applied for.

PART E: SUPPLY CONTRACT'S ENVIRONMENTAL, SOCIAL AND HUMAN RIGHTS IMPACTS

(Only complete Part E if the tenor of any of the Bonds is two years or more.)

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 are identified, UKEF will seek additional information relating to these risks and impacts and how they will be managed. The types 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.

E1: 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?)*

☐

Yes

☐

No

E1.1: If No, what is/are the reason(s) for goods/services not meeting UK standards?

E2: What was the project site used for prior to the project commencing (eg it is a greenfield site, was previously used for housing or industrial activity, etc)?

PART F: COMBATING CORRUPTION

F1 Exporter's Code of Conduct

F1.1 Does the Exporter have a code of conduct and written procedures of the type contemplated by s.7(2) of the Bribery Act 2010 in place to discourage and prevent corrupt activity when seeking the award of a Supply Contract?

☐

Yes

☐

No

F1.2 If Yes:

F1.2.1 Is a copy of the Exporter's latest code and written procedures attached?

☐

Yes

☐

Previously supplied

(If not previously supplied, please attach copies to this questionnaire)

F1.2.2 Have they been, and will they be, applied to obtaining and performing the Supply Contract?

☐

No

☐

Yes

F2 Previous Corrupt Activity

F2.1 Is the Exporter, or anyone acting on behalf of the Exporter 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?

☐

Yes

☐

No

(If Yes, the Exporter should provide full details on its headed notepaper and attach it to this form)

F2.2 Has the Exporter, or anyone acting on behalf of the Exporter 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 of the United Kingdom which prohibit the bribery of foreign public officials?

☐

Yes

☐

No

(If Yes, the Exporter should provide full details on its headed notepaper and attach it to this form)

F3 Agents

F3.1 Is there any Agent (as defined in Part G of this form) who has acted, or who will act, on the Exporter's behalf in relation to the Supply Contract or any Related Agreement?

☐

Yes

☐

No

(If Yes, please complete paragraphs F3.2 to F3.5 below. If more than one Agent is involved, please provide separate answers in respect of each Agent)

F3.2 What is the name and address of the Agent?

Name	
Address	

F3.3 Please specify the country or countries where any commission, fees or other remuneration is/are payable to any Agent:

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F3.4 Please give details of the services which each Agent has provided or is providing:

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F3.5 Please specify the amount (or, if in the form of payments in kind, the value) of any commission, fees or other remuneration that is/are payable to each Agent:

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PART G: EXPORTER'S DECLARATION AND UNDERTAKINGS

G1 Interpretation

In this Part (and in addition to the expressions defined in section A2 and A7):

"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 G3;

"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 a Relevant Offence*

and which activity, in respect of paragraphs (1), (2) and (3) above corresponds to a Relevant Offence,

provided that, where, for the purposes of sub-paragraph (2) above, any such activity is admitted by an Excluded Person, such activity shall not, for the purposes of this form, constitute “Corrupt Activity” if such activity was not, at the time it was engaged in, unlawful under the laws and regulations of the country in which it took place;

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

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

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

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

“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 G2, 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;

“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;

“Policy” means any policy of insurance against the risk of the unfair calling of the Bonds which UKEF may enter into in response to this Proposal;

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

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

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

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

G2 Declarations

The Exporter declares that:

- G2.1 neither the Exporter nor any of its Directors:
 - G2.1.1 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; or¹
 - G2.1.2 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 UKF;¹
- G2.2 the Exporter has not at any time admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence that has not previously been notified to UKF;
- G2.3 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;
- G2.4 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 (1) admitted to having engaged in, or been convicted of engaging in, any Corrupt Activity or (2) admitted to having committed, or been convicted of committing, a Section 7 Offence;
- G2.5 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

¹ 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.

participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years (1) admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity or (2) admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence, which, in each case, has not previously been notified to UKEF;¹

- G2.6 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);
- G2.7 the Exporter has not engaged in any Corrupt Activity in connection with the Supply Contract or any Related Agreement;
- G2.8 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;
- G2.9 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;
- G2.10 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;
- G2.11 in consideration of UKEF entering into the Policy, the Exporter warrants and undertakes that:
 - G2.11.1 the Exporter has not engaged, and will not engage, in any Corrupt Activity in relation to the Supply Contract or any Related Agreement;
 - G2.11.2 the Exporter has not authorised, and will not authorise, any person to engage in such Corrupt Activity;
 - G2.11.3 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;
 - G2.11.4 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 G, 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;

G2.11.5 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 G, 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;

G2.11.6 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, UKEF:

(1) shall be discharged from any liability under the Policy; and

(2) may cancel the Policy with effect from its commencement,

and, in either event, (1) UKEF shall be entitled to retain all premium which it may have received under the Policy and (2) the Exporter shall on demand repay to UKEF all sums which UKEF may have paid to the Exporter under the Policy; and

G2.12 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 country.*

*[*If the Exporter is unable to make this declaration it should provide details of the required licence, including 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.]*

G3 Confidentiality

The Exporter understands that:-

G3.1 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:

G3.1.1 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

G3.1.2 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 G3.2, to UKEF's external legal advisers and other Government Departments; and
- (3) after signature of the Policy, 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 provide details of its objection on its headed notepaper and attach it to this form and annotate this paragraph accordingly.]*

G3.2 Where UKEF discloses, pursuant to paragraph G3.1.2(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:

G3.2.1 notify those legal advisers or, as the case may be, that other Government Department of the terms (as set out in paragraph G3.1) on which that information has been provided to UKEF; and

G3.2.2 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).

G3.3 Where the Exporter's consent or agreement is required for the disclosure by UKEF of the information referred to at the opening of paragraph G3.1, 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 Policy).

G4 Audits and Provision of Information

G4.1 In consideration of UKEF entering into the Policy, the Exporter undertakes that:

G4.1.1 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 Contract Records are kept in order to inspect any Contract Records to the extent necessary to verify the accuracy of any information given in Parts D and F of this form and any statements made by the Exporter in paragraphs G2.7, G2.8, G2.9 and G2.10 **provided that** UKEF gives to the Exporter at least five working days' notice of that visit;

G4.1.2 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;

G4.2 Information provided to UKEF pursuant to paragraph G4.1.2 shall be so provided on condition that:

- G4.2.1 any Confidential Information will be held by UKEF in confidence on the terms set out in this section G4 or (where applicable) the terms of the special handling arrangements set out in section G3 of this form or both;
- G4.2.2 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 G4 shall imply that the Exporter considers any Confidential Information to be disclosable under the Information Legislation;
- G4.2.3 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
- G4.2.4 nothing in this Part G 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.

G5 Anti-Modern Slavery Representations and Warranties

G5.1 Subject to paragraph G5.2 below, the Exporter makes the representations and warranties set out in this paragraph G5 to UKEF.

G5.1.1 The Exporter 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 or any similar infringement of human rights in any jurisdiction.

G5.1.2 The Exporter 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.

G5.1.3 To the best of its knowledge, the Exporter is not aware of the existence of Modern Slavery in respect of the Exporter, the Supply Contract, the Exporter's immediate Holding Company or the Exporter's supply chain, in each case, at present or in the past two (2) years.

G5.2 Anti-Modern Slavery – further information

G5.2.1 If the Exporter is unable to make any representations and warranties set out in paragraph G5.1 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 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 Exporter in connection therewith.

PART H: BROKERS

Has the Exporter appointed a Broker to act for it in relation to this Proposal and any policy which UKEF might issue pursuant to it?

☐

Yes

☐

No

If yes, please provide the following details regarding that Broker:

Broker's name:

Address:

Contact's Details:

Name:

Telephone number:

Email address:

Fax number:

PART J: EXPORTER'S CERTIFICATION

- J1 The Exporter certifies that the representations and declarations made, and facts stated, by the Exporter in this form are true and that the Exporter has neither misrepresented nor omitted any material fact which might have a bearing on the policy of insurance against the risk of the unfair calling of the Bonds, which the Exporter hereby requests UKEF to provide.
- J2 The Exporter agrees that, for the purposes of this form, it 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.
- J3 The Exporter undertakes that:
- (1) the Exporter will 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;
 - (2) the Exporter shall provide UKEF with any further information that UKEF may require to assist its consideration of this Proposal; and
 - (3) if the Exporter enters into any policy of insurance with UKEF in respect of the unfair calling of the Bonds, the Exporter will not enter into any other contract of insurance in respect of the unfair calling of the Bonds, or its liability under any indemnity which it might give to any bank which issues, or procures the issue of, the Bonds.
- J4 The Exporter acknowledges that the information and disclosures which it should give and make to UKEF are not limited to the questions asked in this Proposal and that it is required to disclose to UKEF any and all facts which may be material to UKEF's decision to provide a policy of insurance in respect of the unfair calling of the Bonds.

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

Signature	
Name	
Position	
Date	

(Form BIP9)