

Application for a Loan
under
UKEF's Direct Lending Scheme

Purpose of the Direct Lending Scheme

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

Completing this Application

The questions in this Application 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 Application.

Part G of this Application contains warranties, representations and undertakings in relation to the Supply Contract and the project. By signing this Application, the Exporter makes those warranties and representations and gives those undertakings.

Exporters should refer to the definitions and interpretation section in Part G1 of this Application for definitions which apply to this Application.

Submitting this Application

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

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

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

For the attention of Business Group

Alternatively, a scanned copy of the signed and completed original of this Application may be sent by email to customerservice@ukexportfinance.gov.uk. UKEF will return a countersigned copy of this Application as confirmation of the version which UKEF has received.

In executing this Application, UKEF and the Exporter intend for it to take effect as a legally binding contract between the parties.

Business Integrity Notices

The Exporter is responsible for ensuring that its activities comply with all laws that are relevant to the transaction(s) in respect of which the Exporter is applying for support from UKEF. The Exporter understands and acknowledges the following:

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 Exporter'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.

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>.

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 A: ABOUT THE EXPORTER

A1: Corporate Details

Full Legal Name	
Country of Incorporation	
Company Registration Number	
Date of Incorporation	
Registered Address	
Address of Principal Place of Business in UK (<i>if different from Registered Address</i>)	
Website Address (<i>if applicable</i>)	
Related Parties: Please complete and attach to this Application the separate party compliance questionnaire outlining, amongst other things, details of the Exporter's owner(s), directors and senior executives	

A2: Contact Details

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

A3: About the Exporter's Business

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

PART B: ABOUT THE SUPPLY CONTRACT

B1: The Buyer

Buyer's full legal name:	
Status:	<input type="checkbox"/> Private Company <input type="checkbox"/> Public Corporation <input type="checkbox"/> Sovereign <input type="checkbox"/> Other (please specify)
Your business experience with the Buyer:	

B2: Parties

(a) Who are the parties to the Supply Contract?	<input type="checkbox"/> Exporter <input type="checkbox"/> Buyer <input type="checkbox"/> Consortium Partner (Go to (b)) <input type="checkbox"/> Other (Go to (c))	
(b) If you are performing the Supply Contract as part of the consortium, please give the names, addresses and, as applicable, company registration numbers or nationalities and dates of birth of the other members of that consortium:		
(c) Please give the names, business addresses and company registration numbers of all Involved Group Companies (if any)		
(d) If there are other parties to the Supply Contract, please give their names and title capacity to which they are a party:	<u>Name</u>	<u>Capacity</u>

B3: Related Main Contract

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

B4: Award of Supply Contract

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

B5: Extent of Contractual Responsibility

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

B6: Start Date and Warranty Period

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

B7: Phases

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

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

B8: Contract Price

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

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

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

B10: Goods

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

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

B11: Services

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

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

B12: Foreign Content

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

¹ Goods manufactured outside the UK

² Services supplied by suppliers based outside the UK

³ Goods manufactured in the Buyer's country; and

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

B13: The Related Project

<p>(a) Does the Supply Contract relate to a particular project?</p>	<p><input type="checkbox"/> Yes (Go to (b))</p> <p><input type="checkbox"/> No (Go to Part C1)</p>
<p>(b) Please provide a description of the project to which the export relates.</p> <p>Please include a description of the key project components. <i>(e.g. a 600MW combined cycle gas fired power station; a 12 storey office complex with 3 basement car park levels, landscaping and associated services including access road.)</i></p> <p>Please include any project plans (if available).</p>	
<p>c) Where is the project located? <i>(Give a grid reference or Google place-mark/red line boundary.)</i></p>	
<p>(d) What was the project site used for prior to the project commencing <i>(e.g. was it a greenfield site; was it previously used for housing or industrial activity; etc.)</i></p>	
<p>(e) Are there any associated facilities? <i>(e.g. a power generation project may have associated facilities such as new power lines and substations; the expansion of an existing steel works could also include a late mill.)</i></p>	
<p>(f) Please provide the following information in relation to the overall project:</p> <p>(i) Total Project Cost</p> <p>(ii) Description of goods and/or services for which the Exporter has contractual responsibility (please indicate if any of the goods are second hand) other than as set out in sections B10 and B11 above</p> <p>(iii) Do the goods, services or intangibles, their intended use and/or the Project have any links to the extraction, production, transportation, refining or marketing of crude oil, natural gas or thermal coal or to a fossil-fuel fired power plant overseas?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, please specify and provide full details)</i></p>

PART C: SUPPLY CONTRACT'S ENVIRONMENTAL, SOCIAL, HUMAN RIGHTS AND CLIMATE CHANGE IMPACTS

UKEF will review the project for which the export is destined for environmental, social and human rights risks and impacts in line with UKEF's [UKEF's Environmental, Social and Human Rights policy](#). UKEF will also assess the Project's impacts on and from Climate Change, in line with UKEF's obligations under the [Common Approaches](#), [The Equator Principles](#) and the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD)⁵, as well as UKEF's commitments in its [Climate Change Strategy](#). If such risks are identified, UKEF may seek additional information relating to these risks and impacts and how these will be managed.

The type of information UKEF typically requests include an Environmental and Social Impact Assessment (ESIA)⁶, resettlement plans (where relevant), stakeholder engagement plans, environmental and social (including health and safety) management plans, climate change risk assessments (including commentary on both physical and transition risks as defined by the TCFD Recommendations), GHG (greenhouse gas) emission data and analysis, relevant climate change policies and/or similar documentation which explain the anticipated climate risks and impacts of the project/support.

C1: Compliance with UK Laws and Regulation:

(a) Could the goods and/or services that are being 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 laws and regulations?)	<input type="checkbox"/> Yes <input type="checkbox"/> No (Go to (b))
(b) What is/are the reason(s) for goods/services not meeting UK laws and regulations?	

C2: Supply Contract

(a) <ul style="list-style-type: none"> (i) Extent of Exporter's contractual responsibilities (eg supply (fob/cif)/ installation/erection/construction/ commissioning) (ii) Are you performing the Supply Contract as a: 	
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⁵ More information on TCFD can be found on the [TCFD website](#). UKEF's commitment to TCFD is captured in page 23 of the [UKEF Business Plan 2020-2024](#)

⁶ Environmental and Social Impact Assessment (ESIA) in accordance with the [IFC Performance Standards on Environmental and Social Sustainability](#)

<p>(ii) Will the Project produce/be linked to a potentially significant contributor of scope 3 emission⁹?</p>	
<p>(e) Climate Change Risk Assessment</p> <p>(i) Has a climate change risk assessment been prepared for the Project?</p> <p>(ii) Does it consider both physical and transition risks as defined by the TCFD recommendations¹⁰?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(if yes, please provide a copy)</i></p>
<p>(f) Greenhouse Gas Emissions (GHG)</p> <p>(i) Does the Exporter have any transition plan/strategy to reduce GHG emissions? Does this consider the Paris Agreement and/or the UK's commitment to Net Zero GHG emissions by 2050?</p> <p>(ii) Does the Buyer/Borrower use an</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(if yes, please provide a copy)</i></p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <i>(if yes, please provide more details)</i></p>

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- chemical manufacture, including petrochemical;
 - thermal power;
 - cement and lime manufacturing;
 - integrated steel mills;
 - base metal smelting and refining;
 - foundries;
 - pulp mills; and
 - agriculture.

⁹ Scope 3 emissions in this context refers to emissions from downstream activities (e.g. emissions from product use or transport-related emissions in the operational phase) as defined by the [GHG Protocol](#).

¹⁰ The Final Report on the Recommendations of the Task Force on Climate-related Financial Disclosures (2017) divides climate-related risks into two major Categories:

1. Risks related to the transition to a lower carbon economy: risks associated with the extensive policy, legal, technology and market changes needed to address mitigation and adaptation requirements and the additional financial and reputational risks these changes may pose.
2. Risks related to the physical impacts of climate change: risks that are the result of event driven (acute) or longer-term shifts (chronic) in climate patterns. Physical risks may have financial implications for organizations, such as direct damage to assets and supply chain disruption.

internationally recognised GHG calculation method (e.g. GHG Protocol ¹¹) and/or disclose its GHG emissions as per any international recognised disclosure framework (such as TCFD, CDP , CDSB , IIRC)?	
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¹¹ The [GHG Protocol](#) is developing new standards/guidance on how companies and organizations should account for greenhouse gas emissions and carbon removals from land use, land use change, bioenergy, and related topics.

PART D: THE REQUIRED LOAN

D1: The Borrower

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

D2: Loan Details

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

D3: Security

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

(c) If there is a guarantee please provide the following details	
Guarantor's full legal name:	
Status:	<input type="checkbox"/> Private Company <input type="checkbox"/> Public Corporation <input type="checkbox"/> Sovereign <input type="checkbox"/> Other (please specify)
What is the Guarantor's connection to the Buyer?	

PART E: ANCILLARY PRODUCTS

What other UKEF products are required?

- ☐ None
- ☐ Export Insurance
- ☐ Bond Insurance
- ☐ Bond Support Guarantee

PART F: COMBATING CORRUPTION

F1: Exporter's Code of Conduct

(a) 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 bribery and corruption?	<input type="checkbox"/> Yes <input type="checkbox"/> No 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)
(b) Is a copy of your latest code and written procedures attached to this Application?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Previously supplied
(c) Has that code been applied, and will it be applied, in obtaining and performing the Supply Contract?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Yes, but only from the date on which it came into force, namely (specify date)

F2: Agents

Is there an Agent who has acted, or who will act, in relation to the Supply Contract or any Related Agreement?	<input type="checkbox"/> Yes (Please request and complete the separate Agents questionnaire. If more than one Agent is involved, please provide separate answers in respect of each Agent) <input type="checkbox"/> No (Read Part G and then go to end of Application)
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PART G: EXPORTER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

G1: Definitions and Interpretation

1.1 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 below:

"Agent" means any agent, intermediary, consultant or other person: (1) who has been or may be instructed by or on the Exporter's behalf; and (2) who has been or may be directly or indirectly involved in the process of tendering for, or seeking the award of the Supply Contract or any Related Agreement;

"Associated Person" means a person associated with the Exporter 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 Part D1 of this Application;

"Consortium Partner" means any company, partnership, limited liability partnership, person or other legal entity (in each case, other than the Exporter) 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 may be, entered into in connection with the performance or financing of all, or any part of, the Supply 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 Supply 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 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 Supply Contract;

"Facility Agreement" means the facility agreement to be entered into by UKEF in respect of the Loan;

"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:

- (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) a Group Company which [the Exporter, [having made the reasonable enquiries referred to in paragraph 3.1(d) of Part G2 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 Supply Contract; or
- (b) a Group Company which employs personnel providing head office legal, compliance, audit and/or similar functions;

"Loan" means the loan to be provided by UKEF described in Part D of this Application;

"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), (b) or (c) of the definition of "Corrupt Activity" above, amount to Corrupt Activity;

"Project" means the project or activity to which the Supply 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 Exporter or any Consortium Partner, which relates to the Supply Contract and to which the Exporter or any Consortium Partner is or is intended to be a party; and/or
- (b) 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 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; and

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006

"Supply Contract" means the entirety of the contract entered into or that is intended to be entered into by the Exporter described in Part B of this Application.

1.2 In this Application:

- (a) the Exporter 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 Application; and
- (b) unless a contrary indication appears, a provision of law is a reference to that provision as amended or re-enacted.

G2: General Representations And Warranties And Undertakings

2. GENERAL

2.1 Request

The Exporter requests, by submitting this Application, that UKEF considers whether, and, if so, on what terms, UKEF would be prepared to offer to make the Loan available.

2.2 Agreement

In consideration for UKEF reviewing this Application the Exporter makes the acknowledgments, representations and warranties and undertakings set out in this Part G of the Application and provides the information set out in the other sections of the Application. The Exporter 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 Supply Contract and the Project and whether or not it is prepared to offer to make available the Loan.

2.3 Repetition of representations

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

2.4 Future terms

The Exporter understands and acknowledges that, prior to UKEF issuing any form of support in respect of the Supply Contract, the Exporter 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, 6.3 and 72 of this Part G of this Application.

3. ANTI-CORRUPTION PROVISIONS

3.1 Anti-Corruption representations and warranties

Subject to paragraph 3.2 below, the Exporter makes the representations and warranties set out in this paragraph 3.1 to UKEF.

- (a) Neither the Exporter nor any of its current Senior Officers appears on any Debarment List.

- (b) During the last 5 years none of the Exporter, any of the Exporter's current Senior Officers or any Group Company:¹²
- (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 Exporter, any of the Exporter'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 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 (b)(i) above.
- (d) The Exporter 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 Supply Contract.
- (e) The Exporter 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 and 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 (b) above or is subject to any of the events referred to in paragraph (c) above.
- (f) The enquiries referred to in paragraph (e) above have given the Exporter no cause to believe, and the Exporter 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; or
 - (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

¹² If the Exporter is a JV or SPC, consider whether all JV partners and SPC sponsors should be caught within the scope of these representations and warranties (consider expanding wording to achieve this if Group Company definition is not wide enough)

the events referred to in paragraph (b) above or is subject to any of the events referred to in paragraph (c) above.

- (g) 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).
- (h) Neither the Exporter nor any Group Company has engaged in any Potential Corrupt Activity or Corrupt Activity itself in connection with the Supply Contract or any Related Agreement.
- (i) Neither the Exporter nor any Involved Group Company has any knowledge of any person engaging in any Potential Corrupt Activity or Corrupt Activity in connection with the Supply Contract or any Related Agreement.
- (j) The Exporter has made reasonable enquiries regarding any Consortium Partner and Agent and its conduct in relation to the Supply Contract and any Related Agreement.
- (k) The enquiries referred to in paragraph (j) above have given the Exporter no cause to believe, and the Exporter does not believe, that any Consortium Partner or Agent has engaged in any Potential Corrupt Activity or Corrupt Activity in relation to the Supply Contract or any Related Agreement.

3.2 **Anti-Corruption – further information**

If the Exporter is unable to make any representation and warranty set out in paragraph 3.1 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 that representation and warranty.

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

The Exporter understands and acknowledges that the Exporter 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 Supply Contract.

- (a) *The Exporter 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 Supply Contract or any Related Agreement.
- (b) *The Exporter undertakes that neither it nor any Group Company shall engage in any Potential Corrupt Activity in relation to the Supply Contract or any Related Agreement.*
- (c) *If the Exporter, any Group Company¹³ or any of the Exporter's Senior Officers has engaged, or engages, in any Corrupt Activity in connection with the Supply Contract or any Related Agreement, the Exporter undertakes that it shall, on demand, pay to UKEF an amount equal to:*

¹³ This provision may be expanded if the Exporter/Exporter is a JV or SPC

- (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; and*
- (ii) *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 Supply Contract, or any Related Agreement, became illegal, void or unenforceable under its governing law as a result of that Corrupt Activity.

- (d) *If the Exporter acquires knowledge that any person (including any employee of the Exporter or a Group Company) has engaged in any Potential Corrupt Activity or Corrupt Activity in connection with the Supply Contract or any Related Agreement, the Exporter 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 Exporter 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 Exporter undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.*
- (f) *The Exporter 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 Supply Contract or any Related Agreement, not to engage in any Potential Corrupt Activity in relation to the Supply 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 Supply Contract or any Related Agreement.*

4. ANTI-MODERN SLAVERY PROVISIONS

4.1 Anti-Modern Slavery 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) 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.

- (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.

4.2 Anti-Modern Slavery – 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 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.

5. NO CONNECTION TO BUYER

5.1 No connection

Subject to paragraph 5.2 below, the Exporter 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 Exporter with the Buyer and/or the Borrower (if different from the Buyer).

5.2 Further Information

If the Exporter is unable to make the representation and warranty in paragraph 5.1 above, it represents and warrants to UKEF that the Exporter has attached to this Application full details as to how the Exporter is connected to the Buyer, the Borrower and/or any Guarantor.

6. EXPORT LICENCES

6.1 Export Licences

Subject to paragraph 6.2 below, the Exporter 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 Supply Contract.

6.2 Export Licences - Further Information

If the Exporter is unable to make the representation and warranty in paragraph 6.1 (for example, because an Export Licence is or will be required), it represents and warrants to UKEF that:

- (a) the Exporter 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 Exporter'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 Supply Contract.

6.3 Export Licences - future terms

The Exporter understands and acknowledges that the Exporter will be required to make the representations and warranties and undertakings set out in this paragraph 6.3 in relation to any support given by UKEF for the Supply Contract.

- (a) *The Exporter 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 Exporter undertakes that it shall seek when required, and comply with at all times following issue, all applicable Export Licences.*
- (c) *The Exporter undertakes that it shall promptly notify UKEF if:*
 - (i) *the Exporter fails to obtain when required, or is in breach of, any Export Licence in relation to the Supply Contract; or*
 - (ii) *any Export Licence in relation to the Supply 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.

7. INFORMATION UNDERTAKINGS

7.1 Updated Application and 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 2.1 of Part G2 of this Application.

7.2 Future terms – sub contractor/supplier information

The Exporter understands and acknowledges that it will be required to undertake, in relation to any support given by UKEF for the Supply Contract, to provide to UKEF such information in relation to suppliers involved in the Project, in such form and at such times, as UKEF may request from time to time.

G3: Confidentiality

8. CONFIDENTIALITY OF INFORMATION

8.1 Confidentiality – Exporter

The Exporter undertakes that:

- (a) 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 Buyer or the Buyer's or 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;
- (b) 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.

8.2 Confidentiality – UKEF

- (a) The Exporter understands and acknowledges that, unless otherwise agreed by the Exporter 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:
 - (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 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, 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 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.
- (c) The Exporter understands and acknowledges that:
 - (i) 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.
 - (ii) 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.
- (d) 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.
- (e) This Part G3 of the Application and any related provisions in the Exporter Agreement entered into by UKEF and the Exporter constitutes the entire agreement between UKEF and the Exporter 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.

G4: Information Undertakings

9. CHANGES TO INFORMATION

8.1 The Exporter 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 Application during the period up to and including the date of UKEF's issuance of the Loan; or

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 Exporter fails to notify UKEF under this paragraph 8.1 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 Exporter undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.

9.2 Compliance

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

9.3 No amendments

- (a) 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 provided to the Exporter by UKEF.
- (b) No purported amendment, variation, waiver or consent in respect of any provision of this Application shall be effective unless made in writing with a signed acknowledgement on behalf of UKEF.

9.4 No misleading information

The Exporter represents and warrants to UKEF that:

- (a) all factual information provided in or with 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 by the Exporter 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 Exporter or by its advisers on its behalf being untrue or misleading in any material respect.

G5: Governing Law And Signing Authority

10. Governing Law and Jurisdiction

- 10.1 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.
- 9.2 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).

11. Signature

11.1 Proof of authority

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

11.2 Signature Block

Signature

.....

Name

.....

Position

.....

Date

.....

11.3 Acknowledgement of Receipt

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

Signature

.....

Name

.....

Date

.....

CONTINUATION PAGE FOR ADDITIONAL INFORMATION TO BE DISCLOSED PURSUANT TO THE APPLICATION	
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