



# UK Export Finance

1 Horse Guards Road  
London  
SW1A 2HQ

## APPLICATION FOR UK EXPORT FINANCE STANDARD BUYER LOAN GUARANTEE SUPPORT

*Capitalised terms and expressions have the meanings given to them in the appendix to Part A.*

### *INSTRUCTIONS for the Applicant (Supplier):*

- *The Applicant should read parts A and B of this application form before starting to complete them.*
- *Part A should be completed and submitted to the Lender as soon as possible after the Applicant makes initial contact with UK Export Finance and/or the Lender, and before UK Export Finance will consider any detailed information about a transaction in respect of which UK Export Finance support is, or may be, sought.*
- *Part B (and the schedule to it):*
  - *should be completed as soon as the Applicant is aware of the relevant details of a transaction in respect of which UK Export Finance support will be sought;*
  - *may be submitted partially completed and then resubmitted with supplemental and/or amended information from time to time; and*
  - *must be fully completed and submitted by the Applicant, and acknowledged by UK Export Finance, before UK Export Finance can make a decision as to whether it is prepared to make available Standard Buyer Loan Guarantee support for a transaction.*
- *The Applicant must sign Part A and Part B before submitting them to the Lender.*
- *The Applicant must promptly notify UK Export Finance if: (i) there is any change to the information given by it in Part A or any material change to the information given by it in Part B (and the schedule to it), or (ii) any of the representations and warranties and/or undertakings given by it in Part A or Part B (and the schedule to it) are no longer true or have been breached.*

### *INSTRUCTIONS for the Lender:*

- *The Lender will complete Part C and D, and sign Part C, and submit the completed form to UK Export Finance.*

*Following receipt of each completed and signed Part of this Application Form, UK Export Finance will return a countersigned copy of the relevant Part to the Lender or the Applicant (as applicable) as confirmation of the version which UK Export Finance has received.*

## PART A: INITIAL REQUEST

## 1. APPLICANT (SUPPLIER) INFORMATION

|     |                                                                                                                                                  |                                     |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1.1 | <b>APPLICANT ("Applicant")</b>                                                                                                                   |                                     |
| (a) | <b>Key Details</b>                                                                                                                               |                                     |
|     | Name:                                                                                                                                            | [please insert full corporate name] |
|     | Registered address:                                                                                                                              | [...]                               |
|     | Business address (if different):                                                                                                                 | [...]                               |
|     | Company registration number or equivalent (if applicable):                                                                                       | [...]                               |
|     | Key contact name:                                                                                                                                | [...]                               |
|     | Key contact email address and phone number:                                                                                                      | [...]                               |
| (b) | <b>Senior Officers<sup>1</sup></b>                                                                                                               |                                     |
|     | Name:                                                                                                                                            | [...]                               |
|     | Title:                                                                                                                                           | [...]                               |
|     | Nationality:                                                                                                                                     | [...]                               |
|     | Date of Birth:                                                                                                                                   | [...]                               |
| 1.2 | <b>APPLICANT'S OWNER(S)</b>                                                                                                                      |                                     |
| (a) | <b>Key Details of each person holding (directly or indirectly) 25% or more of the beneficial ownership interest in the Applicant<sup>2</sup></b> |                                     |
|     | Name:                                                                                                                                            | [...]                               |

<sup>1</sup> As defined in the Appendix to Part A of this Application. If more than one person, please attach key details for each such person.

<sup>2</sup> If more than one person, please attach: (i) key details for each such person, identifying each person which is an ultimate beneficial owner; and (ii) a group structure chart (if available).

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
|     | Registered address:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | [...]                                            |
|     | Business address (if different):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | [...]                                            |
|     | Company registration number or equivalent:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | [...]                                            |
|     | <i>In addition, if an individual:</i><br>Nationality:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | [...]                                            |
|     | Date of Birth:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | [...]                                            |
| (b) | <b>Senior Officers<sup>3</sup> of owner mentioned in (i) above</b><br><br>Name:<br><br>Title:<br><br>Nationality:<br><br>Date of Birth:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <br>[...]<br><br>[...]<br><br>[...]<br><br>[...] |
| 1.3 | <b>APPLICANT'S FURTHER DETAILS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                  |
| (a) | <b>Business Details</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                  |
|     | Nature of business/sector:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | [...]                                            |
|     | Date business was established:<br>Total annual turnover:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | [...]                                            |
|     | Number of employees:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | [...]                                            |
|     | Number of years exporting:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | [...]                                            |
| (b) | <b>Compliance Procedures</b><br><br>Does the Applicant have a code of conduct and written procedures of the type contemplated by section 7(2) of the Bribery Act 2010 in place to discourage and prevent bribery and corruption?<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><i>(If Yes, please attach a copy of the latest version of such code of conduct and written procedures. If No, please see the relevant guidance issued by the Ministry of Justice (for more information, see <a href="http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf">http://www.justice.gov.uk/downloads/legislation/bribery-act-2010-guidance.pdf</a>))</i> |                                                  |

<sup>3</sup> As defined in the Appendix to Part A of this Application. If more than one person, please attach key details for each such person.

## 2. **BUSINESS INTEGRITY NOTICES**

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

### 2.1 **Corruption and money laundering**

- (a) The OECD countries, including the United Kingdom, are committed to combating corruption, bribery and money laundering. The law in the UK has been strengthened in order to do so. UKEF draws the Applicant’s attention, in particular, to the applicable law on bribery 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.
- (b) UKEF will refer any suspicious circumstances or allegations of bribery and corruption and/or money laundering to the relevant authorities.

### 2.2 **Modern slavery**

- (a) The UN Guiding Principles on Business and Human Rights (“UNGP”) (Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework | OHCHR) provide guidance and advice on the approach companies should take to respecting human rights wherever they operate.
- (b) The Modern Slavery Act 2015 (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>.

### 2.3 **Privacy Notice**

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

## 3. **REQUEST FOR CONSIDERATION FOR STANDARD BUYER LOAN GUARANTEE SUPPORT**

### 3.1 **Request**

The Applicant requests, by submitting Part A of this Application, that UKEF considers whether UKEF would be prepared to receive a further application from the Applicant (in the form of Part B of this Application) for a guarantee issued by UKEF in respect of a loan for the financing of supplies to be made by the Applicant under a supply contract with one or more third parties.

### 3.2 **Agreement**

In consideration for UKEF reviewing Part A of this Application (as described in paragraph 3.1 above), the Applicant makes the acknowledgments, representations and warranties and undertakings set out in Part A of this Application, and provides to UKEF the information set out in paragraph 1 above. The Applicant understands and acknowledges that such acknowledgements, representations, warranties, undertakings and information are required by UKEF as a prerequisite to, and relied on by UKEF for the purposes of, evaluating the Applicant and whether or not it is prepared to receive an application for support from the Applicant and, ultimately, whether or not it is prepared to offer to make available a Standard Buyer Loan Guarantee.

## 4. **ANTI-CORRUPTION PROVISIONS**

### 4.1 **Anti-Corruption representations and warranties**

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

- (a) Neither the Applicant nor any of its current Senior Officers appears on any Debarment List.
- (b) During the last five years none of the Applicant, any of the Applicant's current Senior Officers or any Group Company:
  - (i) has been found guilty by any court or competent authority of a Relevant Offence or any offence relating to bribery and corruption under the law of any jurisdiction outside the UK;
  - (ii) has admitted to having engaged in any offence or activity as referred to in paragraph (b)(i) above or has admitted to engaging in any other activity which is prohibited under applicable laws relating to bribery or corrupt activity; or
  - (iii) has been subject to any administrative sanction (for example a deferred prosecution agreement or civil forfeiture order) or any other similar administrative measure anywhere in the world for contravening any laws which prohibit bribery, including bribery of foreign officials.
- (c) None of the Applicant, any of the Applicant's current Senior Officers or any Group Company is currently under charge in any court or before any competent authority or, to the best of the Applicant's knowledge, subject to a formal investigation by public prosecutors on the grounds that it has committed an offence of the type listed in paragraph 4.1(b)(i) above.

### 4.2 **Anti-Corruption – further information**

If the Applicant is unable to make any representation and warranty set out in paragraph 4.1 above, the Applicant represents and warrants to UKEF that the Applicant has attached to this Application the paragraph number of each representation and warranty it is unable to make and full details as to why it is unable to make each such representation and warranty.

## 5. **ANTI-MODERN SLAVERY PROVISIONS**

### 5.1 **Anti-Modern Slavery Representations and Warranties**

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

- (a) The Applicant adheres to, and intends to continue to adhere to, all requirements that apply to it as set out in the MSA, including reporting obligations, and all applicable legislation relating to the prevention of Modern Slavery in every country that the Applicant operates in.
- (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 Supply Contract the Applicant's immediate Holding Company or the Applicant's supply chain, in each case, at present or in the past two (2) years.

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

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

## 6. **CONFIDENTIALITY OF INFORMATION**

### 6.1 **Confidentiality - Applicant**

The Applicant undertakes that:

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

### 6.2 **Confidentiality - UKEF**

- (a) The Applicant understands and acknowledges that, unless otherwise agreed by the Applicant in writing, UKEF shall treat this Application, the Schedule and all information provided in relation to it as confidential and shall not disclose it to any third party except:
  - (i) to UKEF's employees, agents, consultants, advisers and contractors, any of UKEF's insurers and/or reinsurers and any other party with whom UKEF may potentially enter into insurance or reinsurance arrangements (including their agents, brokers and consultants);

- (ii) to any successor body or company to which UKEF transfers or proposes to transfer all or any part of its business;
  - (iii) to any person to whom information is required or requested to be disclosed:
    - (A) by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, or pursuant to any applicable law or regulation;
    - (B) in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; and
    - (C) by an international organization of which UKEF or the United Kingdom is a member;
  - (iv) to any other UK government department and otherwise to the extent that UKEF deems disclosure to be necessary or appropriate in connection with carrying out its public functions and duties;
  - (v) for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which UKEF has used its resources;
  - (vi) to the Serious Fraud Office, the National Crime Agency or any other authority in connection with any breach, or potential breach, of applicable law or regulation;
  - (vii) prior to signature of the Guarantee Letter and any 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 Guarantee Letter and related support documentation, in publishing in its annual report, on its website or elsewhere details of the Applicant's name, the name of the Buyer and the country in which the 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 Applicant understands and acknowledges that UKEF is subject to the requirements of the Information Legislation and will provide all necessary assistance and cooperation as requested by UKEF to enable UKEF to comply with its obligations under the Information Legislation.
- (c) The Applicant understands and acknowledges that:
- (i) UKEF may be required under the Information Legislation to disclose information (including this Application, the Schedule and any information provided in relation to it) without consulting or obtaining consent from the Applicant. Notwithstanding this, if UKEF receives a request under the Information Legislation to disclose Information concerning the Applicant, UKEF will endeavour, in accordance with

any relevant guidance issued under the Information Legislation, and to the extent that it is lawful for UKEF to do so, to:

- (A) prior to the making of a disclosure pursuant to the Information Legislation, provide the Applicant with details of the request received, and give the Applicant an opportunity to make representations on the applicability of any exemption in the Information Legislation in relation to the information which has been requested;
  - (B) consider any such representations received from the Applicant; and
  - (C) if UKEF determines that disclosure pursuant to the Information Legislation is required, advise the Applicant of the scope and content of any disclosure in advance of disclosing that information.
- (ii) UK Export Finance will be responsible for determining in its absolute discretion whether any Information relating to the Applicant is exempt from disclosure in accordance with the Information Legislation.
- (d) Where UKEF requests the Applicant's consent to make a disclosure of this Application, the Schedule and any information provided in relation to it, the Applicant will not unreasonably delay or withhold the Applicant's agreement or consent to any such disclosure.
- (e) This paragraph 6 constitutes the entire agreement between UKEF and the Applicant in relation to the obligations of UKEF regarding confidentiality and disclosure of information in relation to the Project and supersedes any previous agreement, whether express or implied, regarding such matters.

## **7. INFORMATION UNDERTAKINGS**

### **7.1 Changes to information**

The Applicant undertakes to promptly notify UKEF if:

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

save, in respect of paragraph (a) above, where such notification would, or might reasonably be argued to, constitute the offence of "tipping off" under section 333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction, provided that in the event that the Applicant fails to notify UKEF under this paragraph 7.1 because the notification would, or might reasonably be argued to constitute the offence of "tipping off" under section 333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction, the Applicant undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.



## 7.2 **Compliance**

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

## 8. **GENERAL**

### 8.1 **Definitions and interpretation**

- (a) The Applicant agrees that for the purposes of this application form ("**Application**" which expression, unless the context requires otherwise, includes Parts A, B, C and D) and the schedule to it ("**Schedule**"), unless expressly defined elsewhere in this Application or the Schedule, terms and expressions shall have the meanings given to them in the appendix to Part A of the Application.
- (b) In this Application:
  - (i) the Applicant shall be deemed to have knowledge of any fact or circumstance, if that knowledge is possessed by one or more of the Applicant's Senior Officers or by the signatory to the relevant part of the Application; and
  - (ii) unless a contrary indication appears, a provision of law is a reference to that provision as amended or re-enacted.

### 8.2 **No amendments**

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

### 8.3 **No misleading information**

- (a) The Applicant represents and warrants to UKEF that:
  - (i) all factual information provided in or with Part A to this Application is true, complete and accurate as at the date it is provided and is not misleading in any respect;
  - (ii) all factual information (other than that referred to in paragraph (a) above) provided in relation to this Application and the Schedule by the Applicant or by its advisers on its behalf to UKEF is true, complete and accurate in all material respects as at the date it is provided and is not misleading in any respect; and
  - (iii) nothing has occurred or been omitted and no information has been given or withheld that results in the information (other than that referred to in paragraph (a) above) provided by the Applicant or by its advisers on its behalf being untrue or misleading in any material respect.
- (b) The Applicant acknowledges that:

- (i) any offer of support for finance which UKEF may make to the Lender will be based on the information provided by the Lender and the Applicant in this Application; and
- (ii) in consideration of UKEF offering such support to the Lender (which the Applicant acknowledges to be good and valuable consideration), the Applicant makes and gives the acknowledgements, representations and warranties and undertakings set out in this Application.

9. **GOVERNING LAW AND JURISDICTION**

- (a) This Application, and any non-contractual obligations arising from or in connection with it, shall be governed by and construed in accordance with English law.
- (b) The courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Application (including disputes relating to the validity, construction, performance or termination of this Application or any non-contractual obligations arising out of or in connection with this Application).

10. SIGNATURE

10.1 Proof of authority

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

10.2 Signature Block

For and on behalf of [APPLICANT/SUPPLIER]

Signature

Name

Position

Date

10.3 Acknowledgement of Receipt

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

**CONTINUATION PAGE FOR ADDITIONAL INFORMATION TO BE DISCLOSED PURSUANT TO  
PART A OF THE APPLICATION**

|                                                                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>A. Please give key details of any additional beneficial owners of the Applicant (holding 25% or more, directly or indirectly, of ownership interests in the Applicant), and their Senior Officers (if any) which have not been disclosed in paragraph 1.1 of Part A of the Application.</p> <p><i>(If none, please state "None")</i></p> |  |
| <p>B. Please provide a copy of the Applicant's code of conduct and written procedures relating to anti-bribery and corruption.</p> <p><i>(If none, please state "None")</i></p>                                                                                                                                                             |  |
| <p>C. Please give full details of any disclosures to be made in respect of representations and warranties under paragraph 4.2 of Part A of the Application.</p> <p><i>(If none, please state "None")</i></p>                                                                                                                                |  |
| <p>D. Please give any further information requested by UKEF for compliance and know-your-customer processes.</p>                                                                                                                                                                                                                            |  |

## APPENDIX TO PART A

### DEFINITIONS

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

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

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

**“Associated Person”** means a person associated with the Applicant within the meaning given in section 8 of the Bribery Act, 2010 (*for more information, please see*

<https://www.legislation.gov.uk/ukpga/2010/23/section/8>);

**“Borrower”** (if different from the Buyer) means the party so described in the Facility Agreement;

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

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

**“Consortium Partner”** means any company, partnership, limited liability partnership, person or other legal entity (in each case, other than the Applicant) which is a party to any written joint venture, consortium, or other similar arrangement (other than a sub-contract) to which the Applicant is also a party and which joint venture, consortium or other arrangement has been, or may be, entered into in connection with the performance or financing of all, or any part of, the 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 any facility agreement which is to be guaranteed by UKEF and under which a loan is made to the Borrower for the purpose of assisting the financing of the Supply Contract;

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

**“Guarantee Letter”** means a letter issued by UKEF to the Lender and copied to the Applicant by the Lender, setting out the terms of UKEF’s support for the financing of the relevant Supply Contract;

**“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 Applicant, having made the reasonable enquiries referred to in paragraph 1.5 of Part B of this Application, believe has had, or is intended to have, at the date of this Application, any material part in the negotiation or obtaining of the Supply Contract; or
- (b) a Group Company which employs personnel providing head office legal, compliance, audit and/or similar functions;

**"Lender"** means a lender under the Facility Agreement;

**"Loan"** means the loan made, or to be made, to the Buyer under the Facility Agreement;

**"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;

**"MSA"** means the Modern Slavery Act 2015;

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

**"Project"** means the project to which the 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 Applicant or any Consortium Partner, which relates to the Supply Contract and to which the Applicant, or any Consortium Partner, is or is intended to be, a party; and/or
- (b) any consent or authorisation, required by the Applicant or any Consortium Partner for the obtaining or performance of the Supply Contract and of which the Applicant, or any Consortium Partner, is or is intended to be, the direct recipient or beneficiary;

**"Relevant Offence"** means:

- (a) in relation to acts committed or events occurring before 1<sup>st</sup> 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 1<sup>st</sup> July 2011, an offence under section 1, 2, 6 or 7 of the Bribery Act 2010;

**"Senior Officer"** means in relation to:

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



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

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

**“Surety”** means any party so described in the Schedule.

**PART B: PROJECT SPECIFIC APPLICATION****1. GENERAL****1.1 Incorporation of provisions**

The provisions of paragraphs 5, 6, 7, 8 and 9 of Part A of this Application shall be incorporated into this Part B as if set out in full in this Part B.

**1.2 Accuracy of information**

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

**2. REQUEST FOR A STANDARD BUYER LOAN GUARANTEE****2.1 Request**

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

**2.2 Agreement**

In consideration for UKEF reviewing this Part B of the Application and the Schedule as described in paragraph 2.1 above, the Applicant makes the acknowledgments, representations and warranties and undertakings set out in Part B of this Application, and provides the information set out in the Schedule. The Applicant understands and acknowledges that such acknowledgements, representations, 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 a Standard Buyer Loan Guarantee.

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

agreement with UKEF in relation to, amongst other things, the matters referred to in paragraphs 3.3, 5.3 and 6.2 of Part B of this Application.

### 3. **ANTI-CORRUPTION PROVISIONS**

#### 3.1 **Anti-Corruption representations and warranties**

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

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

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

### 3.2 **Anti-Corruption – further information**

If the Applicant is unable to make any representation and warranty set out in paragraph 3.1 above, the Applicant represents and warrants to UKEF that the Applicant has attached to this Application the paragraph number of each representation and warranty it is unable to make, and full details as to why it is unable to make that representation and warranty.

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

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

- (a) The Applicant represents and warrants that:
  - (i) neither it nor any Group Company has engaged in any Potential Corrupt Activity or Corrupt Activity; and
  - (ii) neither it nor any Involved Group Company has any knowledge of any person engaging in any Potential Corrupt Activity or Corrupt Activity,
 in each case, in relation to the Supply Contract or any Related Agreement.
- (b) The Applicant undertakes that neither it nor any Group Company shall engage in any Potential Corrupt Activity or Corrupt Activity in relation to the Supply Contract or any Related Agreement.
- (c) If the Applicant, any Group Company or any of the Applicant's Senior Officers has engaged, or engages, in any Corrupt Activity in connection with the Supply Contract or any Related Agreement, the Applicant undertakes that it shall, on demand, pay to UKEF an amount equal to:
  - (i) any amounts which UKEF certifies it has paid to the Lenders and/or their agent under any guarantee given by UKEF from the Relevant Date in respect of any loss or expense the Lenders and/or their agent have incurred in respect of amounts advanced under the Facility Agreement; 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 Applicant acquires knowledge that any person (including any employee of the Applicant or a Group Company) has engaged in any Potential Corrupt Activity or Corrupt Activity in connection with the Supply Contract or any Related Agreement, the Applicant undertakes that it shall promptly notify UKEF accordingly and supply UKEF with full details of the Potential Corrupt Activity or Corrupt Activity in question save where such notification would, or might reasonably be argued to, constitute the offence of “tipping off” under section 333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction.
- (e) In the event that the Applicant fails to notify UKEF under paragraph 3.3(d) above because the notification would, or might reasonably be argued to constitute the offence of “tipping off” under section 333A of the Proceeds of Crime Act 2002 or equivalent legislation in any competent jurisdiction, the Applicant undertakes that it shall report its knowledge of any such Corrupt Activity or Potential Corrupt Activity to an appropriate authority.
- (f) The Applicant undertakes that it shall:
  - (i) if it has not already done so, require each Associated Person who has been, or is, involved in obtaining or performing the Supply Contract or any Related Agreement, not to engage in any Potential Corrupt Activity or 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. NO CONNECTION TO BUYER**

##### **4.1 No connection**

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

##### **4.2 Further Information**

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

#### **5. EXPORT LICENCES**

##### **5.1 Export Licences**

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

## 5.2 **Export Licences - Further Information**

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

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

## 5.3 **Export Licences - future terms**

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

- (a) The Applicant represents and warrants that it has obtained, and is in compliance with, all applicable Export Licences (if any) which are required as at the date of this agreement and all such Export Licences (if any) remain in full force and effect.
- (b) The Applicant undertakes that it shall obtain when required, and comply with at all times following issue, all applicable Export Licences.
- (c) The Applicant undertakes that it shall promptly notify UKEF if:
  - (i) the Applicant fails to obtain when required, or is in breach of, any Export Licence in relation to the 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.

## 6. **INFORMATION UNDERTAKINGS**

### 6.1 **Updated schedule and further information**

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

### 6.2 **Future terms – sub contractor/supplier information**

The Applicant 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.

7. SIGNATURE

7.1 Proof of authority

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

7.2 Signature Block

For and on behalf of [APPLICANT/SUPPLIER]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**7.3 Acknowledgement of Receipt**

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

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_



|                                                                                                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONTINUATION PAGE FOR ADDITIONAL INFORMATION TO BE DISCLOSED PURSUANT TO PART B OF THE APPLICATION                                                                                                   |  |
| A. Please give full details of any disclosures to be made in respect of representations and warranties under paragraph 3.1 of Part B of the Application<br><br><i>(If none, please state "None")</i> |  |
| B. Please give full details of any disclosures to be made in respect of representations and warranties under paragraph 5.2 of Part B of the Application<br><br><i>(If none, please state "None")</i> |  |

**PART B: SCHEDULE**

**1. DETAILS OF THE SUPPLY CONTRACT**

|     |                                                                                                                                                                                                            |                                                                                                                                                                                            |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b><u>SUPPLY CONTRACT PARTIES</u></b>                                                                                                                                                                      |                                                                                                                                                                                            |
| 1.1 | <b>Supplier:</b>                                                                                                                                                                                           | <i>[insert full corporate name, company number, jurisdiction of incorporation and registered address of Supplier]</i> , being the Supplier under the Supply Contract.                      |
| 1.2 | <b>Buyer<sup>4</sup>:</b>                                                                                                                                                                                  | <i>[insert full corporate name, company number, jurisdiction of incorporation; and registered address of Buyer (including country)]</i> , being the buyer under the Supply Contract.       |
| 1.3 | <b>[Supply Contract Guarantor:]</b>                                                                                                                                                                        | <i>[[insert full corporate name, company number, jurisdiction of incorporation; and registered address of Buyer (including country)]</i> , being the guarantor under the Supply Contract.] |
| 1.4 | <b>Consortium Partners</b><br><br>Please give name and address of each Consortium Partner (as defined in the appendix to Part A of this Application) if any.<br><br>(If none, please state "None".)        | <b>[None]</b><br><i>[insert full corporate name, company number, jurisdiction of incorporation; and registered address of each Consortium Partner (including country)]</i>                 |
| 1.5 | <b>Involved Group Company</b><br><br>Please give name and address of each Involved Group Company (as defined in the appendix to Part A of this Application) if any.<br><br>(If none, please state "None".) | <b>[None]</b><br><i>[insert full corporate name, company number, jurisdiction of incorporation; and registered address of each Involved Group Company (including country)]</i>             |
|     | <b><u>SUPPLY CONTRACT AWARD</u></b>                                                                                                                                                                        |                                                                                                                                                                                            |
| 1.6 | (i) Give details of the procedure (e.g. open tender, negotiated contract) used or to be used for awarding the Supply Contract.<br><br>(ii) Stage of negotiations reached                                   | (i) <i>[insert details of the procedure]</i><br>(ii) <i>[describe stage of negotiations reached]</i>                                                                                       |
|     | <b><u>SUPPLY CONTRACT INFORMATION</u></b>                                                                                                                                                                  |                                                                                                                                                                                            |
|     | <b>INFORMATION RELATING TO THE OVERALL PROJECT</b>                                                                                                                                                         |                                                                                                                                                                                            |
| 1.7 | <b>Total Project Cost</b>                                                                                                                                                                                  | <i>[insert currency and amount]</i>                                                                                                                                                        |

<sup>4</sup> If the Buyer is the Borrower, cross refer to the Borrower: 'Buyer means the Borrower in its capacity as the buyer under the Supply Contract'.

|                                             |                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.8                                         | Description of goods and/or services for which the Applicant has contractual responsibility (please indicate if any of the goods are second hand) other than as set out in section below                  | <i>[insert description]</i><br><i>[detail which goods (if any) are second hand]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.9                                         | Do the goods, services or intangibles (and their intended use), and/or does the Project or the Buyer, have any links to coal power generation and/or Coal Power Related or High Carbon-Emitting Projects? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>(If Yes, please specify and provide full details here)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| INFORMATION RELATING TO THE SUPPLY CONTRACT |                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1.10                                        | Date of Supply Contract:                                                                                                                                                                                  | <i>[insert date of Supply Contract]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.11                                        | Description of Supply Contract:                                                                                                                                                                           | <i>[insert full description of Supply Contract and any associated facilities.</i><br><i>(Please include:</i><br><i>(a) any other parties,</i><br><i>(b) description of goods and/or services to be supplied under the Supply Contract (please indicate if any of the goods are second hand)</i><br><i>(c) geographical region,</i><br><i>(d) project name,</i><br><i>(e) Supplier's contractual responsibilities.)]</i>                                                                                                                                                                  |
| 1.12                                        | Supply Contract Value:                                                                                                                                                                                    | <i>[insert currency and amount]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1.13                                        | Country of destination of goods and services (if different to the Buyer's country)                                                                                                                        | <i>[insert country]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1.14                                        | Is the Supplier performing the Supply Contract as a:                                                                                                                                                      | <p>(a) main contractor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) subcontractor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, please provide details of the main contractor and outline the payment arrangements)</i></p> <p>(c) member of a joint venture or consortium?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, please ensure you have provided full information in section 1.4 above, including the name and address of each of the other parties involved)</i></p> |

| 1.15                      | Will an export licence be required for any of the goods and/or services to be supplied and/or rendered under the Supply Contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, please provide details of the required licence, including the name and address of the issuing authority. If the licence has already been issued a certified true copy should be attached to this form.)                                                                                                                            |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------|--------|-------------------|-------|-------|-----------------------|-------|-------|---------------|-------|-------|---------------------------|-------|--|
| 1.16                      | If the goods are not for the Purchaser's own use, please provide details of any on-sale terms:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | [...]                                                                                                                                                                                                                                                                                                                                                                                                   |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| 1.17                      | Period of Supply Contract Performance (* in months from date of Supply Contract):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <table border="1"> <thead> <tr> <th></th> <th>Begins *</th> <th>Ends *</th> </tr> </thead> <tbody> <tr> <td>Despatch of Goods</td> <td>[...]</td> <td>[...]</td> </tr> <tr> <td>Erection/installation</td> <td>[...]</td> <td>[...]</td> </tr> <tr> <td>Commissioning</td> <td>[...]</td> <td>[...]</td> </tr> <tr> <td>Date of Final Acceptance:</td> <td>[...]</td> <td></td> </tr> </tbody> </table> |  | Begins * | Ends * | Despatch of Goods | [...] | [...] | Erection/installation | [...] | [...] | Commissioning | [...] | [...] | Date of Final Acceptance: | [...] |  |
|                           | Begins *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Ends *                                                                                                                                                                                                                                                                                                                                                                                                  |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| Despatch of Goods         | [...]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | [...]                                                                                                                                                                                                                                                                                                                                                                                                   |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| Erection/installation     | [...]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | [...]                                                                                                                                                                                                                                                                                                                                                                                                   |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| Commissioning             | [...]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | [...]                                                                                                                                                                                                                                                                                                                                                                                                   |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| Date of Final Acceptance: | [...]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                         |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| 1.18                      | Please provide precise contractual terms of payment in relation to the down-payment and deferred portions of the Supply Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | [...] <i>(Indicate if there are separate terms for different elements of the Supply Contract and if there are any irrevocable payments before despatch.)</i>                                                                                                                                                                                                                                            |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| 1.19                      | <b>ENVIRONMENTAL, SOCIAL, HUMAN RIGHTS AND CLIMATE CHANGE IMPACTS</b><br>UKEF will review the Project for which the export is destined for environmental, social and human rights risks and impacts in line with <a href="#">UKEF's Environmental, Social and Human Rights policy</a> . UKEF will also assess the Project's impacts on and from Climate Change, in line with UKEF's obligations under the <a href="#">Common Approaches</a> , <a href="#">The Equator Principles</a> and the recommendations of the Task Force on Climate-related Financial Disclosures (TCFD <sup>5</sup> ), as well as the UK Government's alignment with <a href="#">the Paris Agreement</a> (2015). If such risks are identified, UKEF may seek additional information relating to these risks and impacts and how they will be managed.<br><br>The types of information UKEF typically requests includes: an Environmental and Social Impact Assessment (ESIA <sup>6</sup> ), 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. |                                                                                                                                                                                                                                                                                                                                                                                                         |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| (a)                       | Could the goods and/or services that are being supplied be sold in the UK without any modification? (i.e. do the goods and/or services meet all relevant UK law and regulations?)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If No, please provide an explanation)                                                                                                                                                                                                                                                                                                      |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |
| (b)                       | Supply Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                         |  |          |        |                   |       |       |                       |       |       |               |       |       |                           |       |  |

<sup>5</sup>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 2020-24](#).

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

|     |                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>(i) Extent of Applicant's contractual responsibilities (e.g. supply (fob/cif)/ installation/erection/construction/ commissioning)</p> <p>(ii) Are you performing the Supply Contract as a:</p> <p>a. Main Contractor</p> <p>b. Sub-contractor</p> <p>c. Member of a joint venture or consortium</p>                                                                                                             | <p>[...]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(If Yes, please provide details of the main contractor and outline the payment arrangements)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No<br/>(If Yes, please give full details of this Schedule, including the name and address of each of the other parties involved)</p> |
| (c) | Description of those elements of the Project for which the Buyer has contractual responsibility (e.g. provision and/or preparation of site).                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| (d) | <p>The Project<sup>7</sup> to which the goods and/or services are destined:</p> <p>(i) Description of the overall Project, location and any associated facilities (Give a grid reference or Google place-marked/red line boundary)</p> <p>(ii) What was the Project site used for prior to the Project commencing (e.g. it is a greenfield site, was previously used for housing or industrial activity, etc)?</p> | <p>[...]<br/>(e.g. a power generation project may have associated facilities i.e. new power lines and substations; the expansion of an existing steel works could also include a plate mill)</p> <p>[...]<br/>(e.g. it is a greenfield site, was previously used for housing or industrial activity, etc.)</p>                                                                                                                              |
| (e) | <p>Project Sector</p> <p>(i) Is the Project carbon intensive/is it linked to a carbon intensive sector<sup>8</sup> ?</p>                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                             |

<sup>7</sup> "Project" refer to applications relating to exports of capital goods and/or services to an identified location of any new commercial, industrial or infrastructure undertaking, or any existing undertaking that is undergoing material change in output or function, which may result in changes to the operation's environmental and/or social impacts. A Project includes those components that the buyer and/or project sponsor (including contractors) directly owns, operates or manages and that are physically and technically integrated with the undertaking.

<sup>8</sup> Carbon Intensive Sectors indicatively include but are not limited to the following, as defined in Annex A of the Equator Principles IV:

- coal:

|     |                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                        |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | (ii) Will the Project produce/be linked to a potentially significant contributor of scope 3 emissions <sup>9</sup> ?                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                        |
| (f) | <b>Climate Change Risk Assessment</b><br><br>(i) Has a climate change risk assessment been prepared for the Project?<br><br>(ii) Does it consider both physical and transition risks as defined by the TCFD recommendations <sup>10</sup> ?                                                                                                                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>(if yes please provide a copy)</i>                                      |
| (g) | <b>Greenhouse Gas Emissions (GHG)</b><br><br>(i) Does the Supplier 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?<br><br>(ii) Does the buyer/borrower use an internationally recognised GHG calculation method (e.g. GHG Protocol <sup>11</sup> ) and/or disclose its GHG emissions as | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>(if yes please provide a copy)</i><br><br><input type="checkbox"/> Yes <i>(Please provide more details)</i> <input type="checkbox"/> No |

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

<sup>9</sup> 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.

<sup>10</sup> 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.

<sup>11</sup> 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.



|      |                                                                                                                                                                             |                                                                                                                                                                                                                        |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | per any international recognised disclosure framework (such as TCFD, <a href="#">CDP</a> , <a href="#">CDSB</a> , <a href="#">IIRC</a> )?                                   |                                                                                                                                                                                                                        |
| 1.20 | <b>AGENTS</b>                                                                                                                                                               |                                                                                                                                                                                                                        |
|      | Is there any Agent ((as defined in the appendix to Part A of this Application) who has acted, or who will act, in relation to the Supply Contract or any Related Agreement? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>((If Yes, please complete the separate Agents questionnaire. If more than one Agent is involved, please provide separate answers in respect of each Agent) |

## 2. BREAKDOWN OF THE CONTRACT VALUE

|                                                                                 | a          | b               | c                          | d                          |
|---------------------------------------------------------------------------------|------------|-----------------|----------------------------|----------------------------|
|                                                                                 | Amount due | Amount excluded | Amount approved (a less b) | Amount to be financed      |
| UK Goods                                                                        | [.]        | [.]             | [.]                        | [.]                        |
| UK Services                                                                     | [.]        | [.]             | [.]                        | [.]                        |
| Non-UK EU Goods                                                                 | [.]        | [.]             | [.]                        | [.]                        |
| Non- UK EU Services                                                             | [.]        | [.]             | [.]                        | [.]                        |
| Goods from the Buyer's country                                                  | [.]        | [.]             | [.]                        | [.]                        |
| Services from the Buyer's country                                               | [.]        | [.]             | [.]                        | [.]                        |
| Goods from any other country                                                    | [.]        | [.]             | [.]                        | [.]                        |
| Services from any other country                                                 | [.]        | [.]             | [.]                        | [.]                        |
| Agent's Commission                                                              | [.]        | [.]             | [.]                        | [.]                        |
| UK Freight & Insurance                                                          | [.]        | [.]             | [.]                        | [.]                        |
| Non-UK Freight & Insurance                                                      | [.]        | [.]             | [.]                        | [.]                        |
| Support Fee                                                                     | [.]        | [.]             | [.]                        | [.]                        |
| <b>TOTAL</b>                                                                    | [.]        | [.]             | [.]                        | [.]                        |
| Description of non-UK goods/services together with countries of origin:         |            |                 |                            |                            |
| [insert description of non-UK goods/services]                                   |            |                 |                            | [insert country of origin] |
| Description of elements of the Supply Contract excluded from financial support: |            |                 |                            |                            |
| [insert description]                                                            |            |                 |                            |                            |

## PART C: DETAILS OF SUPPORT REQUIRED BY THE LENDER

### 1. THE LENDER

#### 1.1 Key details

|                                             |       |
|---------------------------------------------|-------|
| Name:                                       | [...] |
| Registered address:                         | [...] |
| Key contact name:                           | [...] |
| Key contact email address and phone number: | [...] |

#### 1.2 Information

- (a) The Lender represents and warrants to UKEF that all factual information in Parts C and D and in any related discussions or correspondence provided to UKEF is true, complete and accurate as at the date of this Part C and is not misleading in any respect.
- (b) The Lender has neither knowingly misrepresented nor omitted any fact which might, in the Lender's opinion, have a bearing on UKEF's willingness to provide support for finance.
- (c) The Lender has disclosed, and will continue to disclose, all material facts and will provide UKEF with any information it may require in connection with its consideration of this Application and its assessment of the related risks and during any subsequent period of UKEF support for finance save where such disclosure would, or might reasonably be argued to constitute the offence of "tipping off" under section 333A of the Proceeds of Crime Act 2002.
- (d) Where this Application has been transmitted by electronic means, the Lender has not amended any of the acknowledgments, representations, warranties, undertakings, questions or other content contained in the Standard Buyer Loan Guarantee Application Form provided by UKEF.

#### 1.3 Confidentiality – Lender

The Lender undertakes that:

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

#### 1.4 **Confidentiality - UKEF**

The Lender understands and acknowledges that:

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

#### 1.5 **Request for a Standard Buyer Loan Guarantee**

##### (a) **Request**

The Lender requests, by submitting Part C and Part D of this Application, that UKEF considers whether, and, if so, on what terms, UKEF would be prepared to offer to make a Standard Buyer Loan Guarantee available to the Lenders.

##### (b) **Agreement**

In consideration for UKEF reviewing Part C and D of the Application, the Lender makes the acknowledgments, representations and warranties, and undertakings set out in Parts C and D of this Application. The Lender understands and acknowledges that such acknowledgements, representations and warranties, and undertakings are required by UKEF as a prerequisite to, and relied on by UKEF for the purposes of, evaluating the Supply Contract, Facility Agreement and the Project and whether or not it is prepared to offer to make available a Standard Buyer Loan Guarantee.

2. **SIGNATURE**

2.1 **Proof of authority**

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

2.2 **Signature Block**

For and on behalf of **[LENDER]**

**Signature**

---

**Name**

---

**Position**

---

**Date**

---

### 2.3 Acknowledgement of Receipt

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

**Signature**

---

**Name**

---

**Date**

---

**PART D – FACILITY AGREEMENT DETAILS****To be completed by the Lender.**

The details of the Facility Agreement to be entered into by the Lender for the purpose of financing the Supply Contract described in Part A of this Application Form (the “**Facility Agreement**”) are as follows:-

**Facility Agreement:**

|    |                                          |                                                                                                                                                                                                                                                                                                                                                                                  |
|----|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Borrower: <sup>12</sup>                  | [insert name, company number, jurisdiction of incorporation and address of Borrower], being the borrower under the Facility Agreement.                                                                                                                                                                                                                                           |
| 2. | Lender:                                  | [insert name, company number, jurisdiction of incorporation and address of Lender], being the Lender under the Facility Agreement. <sup>13</sup>                                                                                                                                                                                                                                 |
| 3. | Approved Credit Terms:                   | [insert description of approved credit terms]<br><br>[The loan is to be repaid in [•] equal and consecutive [quarterly][half-yearly] instalments of principal, the first instalment to be payable on the earlier of [3][6] months after the [Starting Point of Credit] and [•]. Accrued interest will be payable on the reducing balance of the loan on each Interest Due Date.] |
| 4. | Total Facility Amount:                   | [insert currency and amount of the maximum amount to be advanced under the Facility Agreement]                                                                                                                                                                                                                                                                                   |
| 5. | Interest Rate:                           | [Interest Rate: [insert percentage] per cent per annum above the [insert name of rate e.g.[London] [Euro] Interbank Offered Rate] for deposits in [insert financing currency] for a term of [six] [three] months.] <sup>14</sup><br><br>[Interest Rate: [insert percentage] % per annum.] <sup>15</sup>                                                                          |
| 6. | Interest Due Dates:                      | Estimated to be [month] and [month] in each year                                                                                                                                                                                                                                                                                                                                 |
| 7. | Final date for the provision of finance: | [insert date]                                                                                                                                                                                                                                                                                                                                                                    |
| 8. | Base Currency:                           | [specify currency of finance]                                                                                                                                                                                                                                                                                                                                                    |
| 9. | Optional Currency (if applicable):       | [specify currency]                                                                                                                                                                                                                                                                                                                                                               |

<sup>12</sup> If there is more than one Borrower, consequential changes should be made to the references to 'the Borrower' throughout the Guarantee Letter.

<sup>13</sup> This should be the same entity as the one countersigning this Guarantee Letter.

<sup>14</sup> Use for floating interest rates.

<sup>15</sup> Use for fixed rates.

|     |                                                                                                                                                                                                            |                                                                                                                                                                  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Drawdowns<br>(Disbursement/Reimbursement):                                                                                                                                                                 | The Facility Agreement will make finance available on a *disbursement/*reimbursement/*both a disbursement and reimbursement basis.<br>(* delete as appropriate.) |
| 11. | Governing Law:                                                                                                                                                                                             | [insert country]                                                                                                                                                 |
| 12. | Jurisdiction for any disputes:                                                                                                                                                                             | [specify the courts of which country, or if arbitration: which seat, venue and rules of arbitration]                                                             |
| 13. | [Surety: <sup>16</sup> ]                                                                                                                                                                                   | [[insert name, company number, jurisdiction of incorporation, and address of Surety] being the surety in relation to the Facility Agreement.]                    |
| 14. | [Details of guarantee (if any) provided by the Surety:]                                                                                                                                                    | [specify general terms of guarantee, any limit, governing law and jurisdiction for any disputes]                                                                 |
| 15. | Details of any common parent company, or common directors or management agreements or financial interests, direct or indirect, that the Lender has in the Borrower or that the Borrower has in the Lender. | [...]                                                                                                                                                            |
| 16. | Details of any common parent company, or common directors or management agreements or financial interests, direct or indirect, that the Lender has in the Surety or that the Surety has in the Lender:     | [...]                                                                                                                                                            |
| 17. | Additional information the Lender wishes to provide:                                                                                                                                                       | [...]                                                                                                                                                            |

<sup>16</sup> Include where there is a Surety.