



## IMPORTANT INFORMATION

### Corruption and Money Laundering

Please note that the OECD countries, including the United Kingdom, are committed to combating corruption and money laundering. The law in the UK has been strengthened in order to do so. Whilst you are responsible for ensuring that your activities comply with all laws that are relevant to the transaction in respect of which you are applying for ECGD's support, ECGD would draw your attention, in particular, to the applicable law on 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. Certain acts committed abroad now constitute criminal offences in the UK. You should also be aware that ECGD routinely refers allegations of bribery and corruption and money laundering to the appropriate authorities.

## OVERSEAS INVESTMENT INSURANCE

1. At an early stage in the negotiation of an investment the Proposer should complete a Preliminary Proposal form. This will enable ECGD to consider the issue of a non-binding indication of cover for the proposed investment.

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

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

3 You must disclose all material facts. Failure to do so may nullify any Overseas Investment Insurance Policy based on this Proposal. Your duty to disclose material facts continues after the date of signature of this Proposal until the date cover under the Overseas Investment Insurance Policy commences. A material fact is one likely to influence ECGD's acceptance or assessment of this Proposal. If you are in any doubt as to what is a material fact you should consult ECGD or your broker.

4 A formal offer of investment insurance will be considered only following receipt of a Main Proposal form and where necessary an Impact Questionnaire. The form is common to both Equity and Loan investments. However, the Proposer is required to complete only the relevant parts i.e.

- a. Equity investments - Parts A, B, C, E and F
- b. Loan investments and Loan Guarantees - Parts A, B, D, E and F

5. Sections B4 and B5 of the Main Proposal Form contains questions in respect of the potential environmental and social impacts relating to the Investment / Project that you are investing in. Based on the answers to these questions, cases will be categorised by ECGD as either A, B or C in accordance with the OECD Recommendation on Common Approaches on the Environment and Officially Supported Export Credits. Category C cases will not normally be scrutinised further. For cases categorised as Category B ECGD will ask you to complete an Impact Questionnaire to enable further consideration to be given to your

application. For Category A cases ECGD will require a full environmental and/or social impact assessment including, where appropriate, resettlement action plans.

6. In respect of an Equity investment, the Proposer should note that the **Maximum Insured Amount** (MIA), which constitutes ECGD's maximum liability for the payment of claims, can either be confined to the amount of the initial investment or (if cover for earnings to be retained in the overseas Enterprise is required and subject to the agreement of ECGD) be a figure up to a maximum of three times the amount of the initial investment. The **Current Insured Amount** (CIA) sets a ceiling on ECGD's liability for each year of the policy. It is chosen by the Investor prior to the commencement of the policy and prior to each year for which the policy is renewed. It should be sufficient to cover the value of the initial investment at the time it is made plus expected earnings during the year of the policy to which it relates (after the first year it should include earnings already retained in the overseas Enterprise or any losses made). The CIA may not exceed the MIA.

In respect of a Loan investment the Proposer should note that the MIA should be the total principal value of the loan plus one year's interest. The CIA should be the outstanding principal plus interest on that amount for the first year.

7. The forms refer to Sterling and Dollars. Cover is, however, available in most major currencies. Please note that any investment made before an Insurance Agreement is signed with ECGD remains entirely at the risk of the Proposer. An investment overseas can be considered for cover only if a Preliminary or Main Proposal form has been submitted to ECGD before the Investor has made, or is committed to make, the investment.

If you require further information or assistance in completion of the proposal forms please contact us on 020 7271 8010.



UK Export  
Finance

## PRELIMINARY PROPOSAL FORM

A	BASIC DETAILS	
1	Name and registered address of Proposer:            Contact: Phone No: Fax No: e-mail:	
2	Name and address of Investor if different from Proposer.	
3	Address for correspondence if different from 1 above.	
4	Date and place of incorporation of Investor.	
5	If the investment/loan is being channelled via an intermediary, give name and registered address of intermediary.	
6	Name and address of the overseas enterprise in which the investment will be made and which will carry on and operate the project.	

7	Exact geographical location and full description of the project including the <b>new</b> activity or development which this investment will finance or help to finance.	
8	Estimated dates of investment	
9	Investment for which insurance is sought	
	a) Equity Investment	£/US\$
	b) Loan Investment - - Principal: - Estimated Interest:	£/US\$ £/US\$
10	Main shareholders in overseas enterprise and percentage shareholding	Investor: Host Government or Agency: Others:

We ask ECGD to note our interest in Overseas Investment Insurance cover in respect of the above investment and ask that a non-binding indication be issued.

We acknowledge that:

(1) the issue of such an indication, if possible, will not commit ECGD to providing Overseas Investment Insurance cover for the investment; and

(2) ECGD will only be bound to provide such cover when, and if, following our submitting to ECGD a full Main Proposal Form, we join with ECGD in entering into an Overseas Investment insurance Agreement in such form as ECGD may require and pay to ECGD the amount of premium required by that Agreement on the due date for payment of that premium (and, in such circumstances, Overseas Investment Insurance cover will be provided by ECGD in accordance with the terms of that Overseas Investment Insurance Agreement).

Submitted on behalf of the Proposer:	
Name and capacity of signatory:	
Date:	

Please now submit this form to ECGD at: [oii@ecgd.gsi.gov.uk](mailto:oii@ecgd.gsi.gov.uk)

# MAIN PROPOSAL FORM

## Defined Terms

*In this Proposal:*

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

- (1) who has been instructed by, or on behalf of, the Proposer or the Investor; and*
- (2) who has been directly or indirectly involved in the process of tendering for, or seeking the award of, any Related Agreement or in assisting the Investor to acquire a participation in the Project;*

*“Consortium Partner” means any company (other than ourselves), person or other legal entity which is a party to any written joint venture, consortium or other similar arrangement (other than a sub-contract) to which the Proposer or the Investor is also a party and which joint venture, consortium or other arrangement has been, or will be, entered into in connection with the Project or the Investment;*

*“Control” and “controlled” means, in relation to a company (the company controlled), control of that company controlled (1) by virtue of any contractual arrangements including, without limitation, any provisions in the memorandum and articles of association (or the equivalent documents in the case of a company incorporated in a jurisdiction other than that of England and Wales) of the company controlled or any other company and/or (2) by virtue of ownership (whether directly or through nominees or trustees) of more than 50% of the voting share capital of the company controlled or (3) through a chain of companies each of which controls the next by the means described at (1) and/or (2) above;*

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

- (1) is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered any agreement, arrangement or undertaking comprised in or relating to the Project or the Investment illegal, void, voidable or unenforceable under any applicable law;*

*(2) the Proposer, the Investor, or anyone (including any employee) acting on behalf of the Proposer or the Investor with due authority or acting with the subsequent acquiescence of the Proposer or the Investor has, other than under duress, admitted engaging in; or*

*(3) is subsequently found by a court in any competent jurisdiction (after all available rights of appeal have been exhausted) outside the United Kingdom to constitute an offence under any applicable law (except by virtue of any changes to that law having retrospective effect); or*

*(4) is subsequently found by a court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute a Relevant Offence,*

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

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

*"Directors" means, in relation to a company, the members of that company's board of directors (including non-executive directors) and, where the Proposer is a partnership, references to the Directors of the Proposer shall be read and construed as references to the partners of that partnership;*

*"ECGD" means the Secretary of State acting by the Export Credits Guarantee Department;*

*"Enterprise" means the enterprise in which the Investment is made as described in Sections B1 and B2 of this Proposal;*

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

*"Group Company" means a company (in any jurisdiction) which is controlled by the Proposer or the Investor or which controls the Proposer or the Investor or which is controlled by a company which controls the Proposer or the Investor;*

*"Host Country" means the country in which the Project will be performed as specified in Section B4 of this Proposal;*

*"Host Government" means both the national and the local government of the Host Country;*

*"Investor" means the entity which will make the Investment, such entity being*

*the Proposer or, if different, the entity named in Section A2 of this Proposal;*

*“Investment” means the investment the subject of this Proposal being, in the case of an investment in the form of a contribution of cash or in kind to the assets or resources of the Enterprise, the investment described in Sections C1 to C4 of this Proposal or, in the case of an investment in the form of a loan, the loan described in Sections D1 to D6 of this Proposal;*

*“Involved Group Company” means a Group Company which the Proposer, having made the reasonable enquiries referred to in paragraph 4.2 below, believe has had, or is intended to have, at the date of this Proposal, any material part in the negotiation or obtaining of the Contract;*

*“Project” the project described in Section B3 of this Proposal being the project to which the cash or resources to be provided by means of the Investment would be applied;*

*“Proposer” means the entity which submits this Proposal, as named in Section A1 of this Proposal (and, unless another entity is named in Section A2 of this Proposal, that entity shall also be the entity which is to make the investment the subject of this Proposal); “Related Agreement” means:*

*(1) any agreement or undertaking (other than any agreement or undertaking for the supply of goods or services to the Investor or to any Consortium Partner) which relates to the Investment or the Project and to which the Investor, the Proposer or any Consortium Partner is, a party (including, without limitation, any agreement or undertaking relating the Investor’s acquiring a participation in the Project); and*

*(2) any consent or authorisation, required by the Proposer, the Investor or any Consortium Partner in connection with the Investment or the Project and of which the Proposer, the Investor or any Consortium Partner is a direct recipient or beneficiary;*

*“Relevant Offence” means, 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; or, in relation to acts committed or events occurring on or after 1<sup>st</sup> July 2011, an offence under section 1, 2 or 6 of the Bribery Act 2010 (as from time to time amended or re-enacted);*

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

*“Senior Manager” means any employee of the Proposer or the Investor who has the power to bind the Proposer or the Investor in connection with matters relating to the Investment.*

Estimates should be marked "Estimate". If space is insufficient please attach additional information on a separate sheet.

<b>A</b>	<b>BASIC DETAILS</b>	
1	<p>Name and registered address of Proposer.</p> <p style="text-align: right;">Contact: Phone No: Fax No: e-mail:</p>	
2	Name and address of Investor if different from Proposer.	
3	Address for correspondence if different from 1 above.	
4	Nature of the business carried on in the UK by Investor (state if solely a holding company). If the Investor is a bank, is it an authorised person for the purposes of the Financial Services and Markets Act 2000.	
5	Date and place of incorporation of Investor and registered number.	
6	Is the Investor trading in the UK?	
7	Is the Investor a member of a joint venture or consortium? Please provide details of that joint venture or consortium (including the details of the company or companies which are members of that joint venture or consortium with reference to the definition of Consortium Partner).	
8	<p>8.1 Is there any Agent (as defined) who has acted, or who will act, in relation to the process leading to the Investor's making the Investment or in connection with any subsequent matters relating to the Investment or any Related Agreement (as defined)? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><i>(If Yes, please complete sections 8.2 to 8.6, if more than one Agent is involved, please provide separate answers in respect of each Agent.)</i></p>	



	<p>8.2 Name and address of Agent: <i>(If, in section 8.7 below, you request ECGD to apply its security of information arrangements in relation to the name and address of any Agent, you should simply state in this section "Security of information arrangements requested".)</i></p> <p>8.3 Country or countries where any fees, commission or other remuneration are/is payable to the Agent:</p> <p>8.4 Please give details of the services each Agent has performed or is performing:</p> <p>8.6 Please specify the amount (or, if in the form of payments in kind, the value) of any fees, commission or other remuneration relating specifically to the Investment which are/is payable to each Agent:</p> <p>8.7 Do you wish ECGD's security of information arrangements to apply in relation to the provision of the name and address of each Agent? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
9	<p>9.1 Is the Investor, or anyone acting on the Investor's behalf in connection with the Investment, currently under charge in any court in the United Kingdom on the grounds that it has contravened laws of the United Kingdom which prohibit the bribery of foreign public officials? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>(If Yes, please provide full details on your headed notepaper and attach it to this form)</i></p> <p>9.2 Has the Investor, or has anyone acting on the Investor's behalf in connection with the Investment, within the period of</p>	

five years ending on the date of this Proposal, been convicted in a court in the United Kingdom, or been subject to any administrative sanction or any other administrative measures in the United Kingdom, for contravening any laws of the United Kingdom which prohibit the bribery of foreign public officials?

Yes  No

*(If Yes, please provide full details on your headed notepaper and attach it to this form)*

B	<b>DETAILS OF THE PROJECT / OVERSEAS ENTERPRISE / BORROWER</b>	
1	Name and address of the overseas enterprise in which the Investment will be made and which will perform the Project.	
2	Legal form of the Enterprise and date and place of its incorporation or registration and its registered number (if any).	
3	Exact geographical location and full description of the current activities comprised in the Project including full details of the <b>new</b> activity or development, which this Investment will finance or help to finance.	
4	Actual or estimated date(s) on which the Investment will be made:	Equity Investment:  Loan Investment:
5	<p>Will the Project have actual or potential direct environmental, health and safety, or social impacts in any of the following areas?</p> <p>(Please tick <b>all</b> relevant boxes, and where possible, under Additional Information quantify the impacts)</p> <p><b><u>Beneficial Impacts</u></b></p> <p><input type="checkbox"/> Please specify:</p> <p><b><u>Adverse Impacts</u></b></p> <p><input type="checkbox"/> Water pollution or extraction</p> <p><input type="checkbox"/> Local air quality</p> <p><input type="checkbox"/> Climate change (Kyoto Protocol)</p> <p><input type="checkbox"/> Acid deposition</p> <p><input type="checkbox"/> Ozone depletion (Montreal Protocol)</p>	

- Use of hazardous substances
- Production of damaging or toxic waste
- Noise pollution
- Degradation of land (e.g. soil contamination, erosion or salinisation)
- Resettlement of the local population
- Compulsory acquisition of land
- Displacement of, or damage to, existing industry or agriculture
- Job losses among the local population
- Child labour
- Bonded or forced labour
- Large-scale influx of workers
- Damage to sites of cultural, historic or scientific interest
- Impact on minority or vulnerable communities
- Use of armed personnel (either from private security firms or state security organisations)
- Other adverse impacts, please specify:

Additional Information:

6	What are the names and percentage shareholdings of principal shareholder in the Enterprise?	INVESTOR:  HOST GOVERNMENT OR AGENCY:  OTHERS:
7	Who will have management control of the Enterprise?	
8	Does the Investor or the Proposer already have an interest in the Enterprise? If so, please give details.	

C	EQUITY INVESTMENT				
1	Total value of the Investment.	£/US\$			
2	Forms in which the equity contribution will be made with approximate or estimated value.				
	a) Cash.	£/US\$			
	b) Machinery, equipment, materials (new or used).	£/US\$			
	c) Other (e.g. Patents, Licences, Processes, Techniques, Services and Know How).	£/US\$			
3	Details of shares to be acquired as a result of the equity contribution.	Number of Shares		Cost of Purchase	
		Newly issued	Existing	Newly issued	Existing
4	Are the shares to be acquired fully paid up when acquired?				
5	Value of insurance cover requested.				
	a) Maximum Insured Amount.	£/US\$			
	b) Current Insured Amount for the first year.	£/US\$			

D	LOAN INVESTMENT		
1	Principal amount of loan to be made by the Investor to the Enterprise.	£/US\$	
2	Estimated total interest payable.	£/US\$	
3	Interest rate.		
4	Estimated programme of disbursement.	DATE	AMOUNT
5	Schedule of repayment of principal and payment of interest.		
6	Place at which payments of principal and interest are to be made.		
7	Details of any guarantee or other security to be provided in relation to the loan.		
8	Is this loan tied to any export of goods or services? If so, please give details.		
9	Value of the insurance cover requested.		
	a) Maximum Insured Amount.	£/US\$	
	b) Current Insured Amount for the first year.	£/US\$	

<b>E</b>	<b>FURTHER INFORMATION</b>	
1	<p>What conditions has the Host Government laid down in connection with the Project or the running of the Enterprise? Have these been satisfied?</p>	
2	<p>Will the Investment or the Project be the subject of an agreement between the Investor and the Host Government? If so, give details, including any provision for arbitration in the event of a dispute.</p>	
3	<p>Will there be any restrictions on the ability of the Enterprise to remit earnings from the Investment (including, in the case of an Investment by way of loan, any repayments of principal or payments of interest) the Investor or to repay the Investment to the Investor?</p>	
4	<p>Has there been, or is there now, any dispute between the Investor, the Proposer, any Involved Group Company or Consortium Partner the Enterprise or any company or person connected with the Enterprise on the one hand and the Host Government on the other?</p>	
5	<p>Does the Investor or the Proposer know of any factors or considerations, which might affect (favourably or unfavourably) the political risks of this Investment?</p>	
6	<p>Please provide details of any other political risk insurance sought by the Proposer, the Investor any Involved Group Company or Consortium Partner in respect of the Investment or any related investment.</p>	



## **F DECLARATION**

- 1 The Proposer, if it is not the Investor, confirms that it has been authorised to complete and submit this Proposal, and give the representations and undertakings set out in this Part F, on behalf of the Investor.
- 2 The Proposer confirms that both the Proposer and the Investor understand that:
  - 2.1 this Proposal shall form the basis of any Overseas Investment Insurance Policy issued in connection with the Investment;
  - 2.2 the Proposer and the Investor shall be deemed to have knowledge of any fact or circumstance, if that knowledge is possessed by one or more of its Directors or by the signatory to this Proposal; and
  - 2.3 the information and disclosures the Proposer and the Investor should give and make to ECGD are not limited to the questions asked in this Proposal, and that ECGD requires the Proposer and the Investor to disclose any and all facts which may be material to ECGD's decision to provide an Overseas Investment Insurance policy (*All such further information and disclosures should be attached*); and
  - 2.4 the capitalized expressions used in this Part F shall bear the meanings attributed to them at the opening of this Proposal.
- 3 The Proposer agrees that the Proposer and the Investor shall notify ECGD immediately of any changes occurring to the information given in this Proposal 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;
- 4 The Proposer, on behalf of itself and the Investor, declares that:
  - 4.1 neither the Proposer, nor the Investor nor any of their respective Directors;
    - 4.1.1 appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency; or\*
    - 4.1.2 has at any time during the last five years, admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity that has not previously been notified to ECGD;\*
  - 4.2 the Proposer has not at any time admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence that has not previously been notified to ECGD;
  - 4.3 the Proposer and the Investor have made reasonable enquiries for the purpose of ascertaining whether any Group Companies, at the date of this Proposal, have had, or, are intended to have, any material part in the negotiation or obtaining of the Investment;
  - 4.4 the Proposer and the Investor have made reasonable enquiries in relation to any Agent, Consortium Partner, involved Group Company and Senior Manager in order to ascertain whether any of them (or any Directors of any Consortium Partner or of any involved Group Company or, if a corporate entity, of any

Agent) appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency, or has at any time during the last five years (1) admitted to having engaged in, or been convicted of engaging in, any Corrupt Activity or (2) admitted to having committed, or been convicted of committing, a Section 7 Offence;

- 4.5 those enquiries have given the Proposer and the Investor no cause to believe, and the Proposer and the Investor do not believe, that any Senior Manager, Agent, Consortium Partner or Involved Group Company, or any of the Directors of any Consortium Partner, Involved Group Company or Agent, appears on any list of contractors or individuals debarred from tendering for or participating in any project funded by the World Bank or any other multilateral or bilateral aid agency or has at any time during the last five years (1) admitted (other than under duress) to having engaged, or been found by a court in any competent jurisdiction to have engaged, in any Corrupt Activity or (2) admitted (other than under duress) to having committed, or been found by a court in the United Kingdom to have committed, a Section 7 Offence, which, in each case, has not previously been notified to ECGD;\*
- 4.6 neither the Investment 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);

*(\*If you are unable to make a particular declaration, you should provide full details of the event that occasioned the listing or the admission or the court finding on your headed notepaper and attach it to this form)*

5 The Proposer declares that:

- 5.1 neither the Proposer nor the Investor has engaged in any Corrupt Activity in connection with the Investment or any Related Agreement;
- 5.2 neither the Proposer nor the Investor has (1) authorised any person to engage in any Corrupt Activity in connection with the Contract or any Related Agreement or (2) consented to, or acquiesced in, any such Corrupt Activity on the part of any person;
- 5.3 the Proposer and the Investor have made reasonable enquiries regarding any Consortium Partner, Agent and Involved Group Company and its conduct in relation to the Contract and any Related Agreement;
- 5.4 those enquiries have given the Proposer and the Investor no cause to believe, and the Proposer and the Investor do not believe, that any Consortium Partner, Agent or Involved Group Company has engaged in any Corrupt Activity in relation to the Investment or any Related Agreement;
- 5.5 the Investor and the Proposer each has 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 Corrupt Activity and that code and those written procedures have been, and will be, applied in relation to the Investor's acquisition of a participation in the Project and making the Investment; and
- 5.6 a full and true copy of those codes of conduct and written procedures have been attached to this Proposal\*\*\*;

*(\*\*Please supply copies)*

*(\*\*\*If the Investor's code of conduct and written procedures have not been applied to this investment, please delete that declaration.)*

6 The Proposer confirms that the Proposer and the Investor understand that:

6.1 (unless the parties agree otherwise) this Proposal, its attachments and all discussions and correspondence relating to it are confidential and shall not be disclosed to any third party except:

6.1.1 by the Proposer or the Investor in confidence to its banker or broker or other professional advisers, in each case for the purpose for which each of them has been employed by the Proposer or, as the case may be, the Investor; and

6.1.2 by ECGD,

6.1.2.1 in accordance with its obligations at law (including the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or its obligations to Parliament as a Government Department; or,

6.1.2.2 subject to paragraph 6.2 below, to ECGD's external legal advisers and other Government Departments; and

6.1.2.3 prior to any offer of insurance which ECGD may make to the Investor if the Project is identified by ECGD 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,\*\*\*\*

*(\*\*\*\* If you object to ECGD publishing such information you should provide details of your objection (e.g. that publication may harm your competitive position) on your headed notepaper and attach it to this form.)*

6.2 where ECGD discloses, pursuant to paragraph 6.1.2.2 above, to its external legal advisers or any other Government Department any information contained in this Proposal or its attachments, or provided in any discussions and correspondence relating to this Proposal, ECGD shall:

6.2.1 notify those legal advisers or, as the case may be, that other Government Department of the terms (as set out in paragraph 6.1 above) on which that information has been provided to ECGD; and

6.2.2 in the case of any disclosure to another Government Department, notify us of that disclosure (except where to do so would be unlawful or might prejudice an investigation by the Serious Fraud Office, the police or any other investigative authority);

7 the Proposer confirms that both the Proposer and the Investor understand that it will be a term of the Policy that:

7.1 without prejudice to any rights which ECGD might have at law or under the

Policy, if (1) any of the statements or declarations made in section 8 of Part A of this Proposal or in paragraph 4 and 5 of this Part F, or any warranty relating to Corrupt Activity contained in the Policy, proves to be untrue or incorrect or (2) the Investor breaches any of its warranties and undertakings, or fails to fulfil any of its obligations, which are contained in the Policy and which relate to Corrupt Activity, ECGD may, forthwith upon giving written notice to the Investor, avoid the Policy from its inception (and, in such event, the Investor shall, on demand, repay to ECGD the full amount of all such payments, if any, as ECGD may have made to the Investor pursuant to the Policy prior to the date of that notice);

7.2 if the Proposer or the Investor becomes aware that any Consortium Partner, or anyone (including any of that Consortium Partner's employees) has engaged in any Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in sub-paragraphs (1), (3) or (4) of the definition of Corrupt Activity, would amount to Corrupt Activity) in connection with the Investment or any Related Agreement, the Proposer or, as the case may be, the Investor, shall promptly notify ECGD accordingly and supply ECGD with full details of the Corrupt Activity in question save where such notification would, or might reasonably be argued to, constitute the offence of "tipping off" under section 333A of the Proceeds of Crime Act 2002;

7.3 the Proposer and the Investor:

7.3.1 shall have required, or shall require, anyone (including any of its employees) acting on our behalf with due authority and involved in making or acquiring the Investment or any Related Agreement, not to engage in any Corrupt Activity (or any activity which, subject to the occurrence of the subsequent events referred to in paragraphs (1), (2) or (4) of the definition of Corrupt Activity, would amount to Corrupt Activity) in relation to the Investment or any Related Agreement;

7.3.2 will monitor compliance with that requirement; and

7.3.3 will take appropriate action against anyone who has engaged, or engages, in any Corrupt Activity;

7.4 where the consent or agreement of the Proposer or the Investor is required for the disclosure by ECGD of the information referred to at the opening of paragraph 6.1 above, the Proposer, or, as the case may be, the Investor, will not unreasonably delay or withhold its agreement or consent to any such disclosure (for example, to reinsurers and outsource service providers in connection with ECGD's portfolio management activities, to other export credit agencies or other persons in connection with the assessment of this Proposal);

8 The Proposer confirms that, where this Proposal has been transmitted by electronic means, it has not amended any of the declarations or questions contained in the pro forma Proposal as provided by ECGD;

9 The Proposer declares that, in this Proposal and any related discussions or correspondence, it has, truly stated all material facts of which it is aware and that it has neither misrepresented nor omitted any such facts which might have a bearing on ECGD's willingness to provide an Overseas Investment Insurance Policy.

10 The Proposer confirms that:

10.1 the Proposer and the Investor understand that, as a condition of the payment

of a claim under an Overseas Investment Insurance Agreement, ECGD requires the assets of the Enterprise to be free of all mortgages, charges, liens and other encumbrances; and

- 10.2 those assets are, as at the date of this Proposal and will as at the that date or dates on which the Investment is made, be free of any such encumbrance;
- 10.3 the Investor intends to maintain the Investment for a minimum of three years;
- 10.4 the Investor has appointed the firm named below (the “**Broker**”) to act as its agent for all matters relating to this Proposal and such Overseas Investment Insurance Agreement (if any) as may be entered into on the basis of it (the “**OII Agreement**”):

Firm:

Address:

Contact Name:

Telephone No.:

Fax No.:

Email Address:

- 11 The Proposer hereby irrevocably and unconditionally confirms that, unless and until the Investor notifies ECGD that the appointment of the Broker as the agent of the Investor has been terminated:
  - 11.1 the Broker has full authority to act on the Investor’s behalf in relation to this proposal and the OII Agreement (including each renewal of, and the making, pursuit and settlement of any claims under, the OII Agreement);
  - 11.2 all instructions and communications received by ECGD from the Broker shall be binding upon the Investor;
  - 11.3 all communications from ECGD in relation to this Proposal and the resulting OII Agreement should be sent directly to the Broker and, when received by the Broker, shall be deemed to have been received by the Investor;
  - 11.4 all payments due from ECGD to the Investor pursuant to the OII Agreement should be paid by ECGD directly to the Broker and, when received by the Broker, shall be deemed to have been received by the Investor.\*\*\*\*\*

*(\*\*\*\*\*If the Investor and the Proposer are different legal entities, a separate declaration in the form of section 11 (but with the initial reference to the Proposer being replaced by a reference to the Investor) and signed on behalf of the Investor by a duly authorised signatory must be attached to this Proposal.)*

Submitted on behalf of the Proposer:	
Name and capacity of signatory:  Date:	

- 1 *Where the Proposer is an incorporated company this Proposal must be signed by a director or a person authorised by the Proposer’s board of directors or an officer of the company in accordance with the Proposer’s articles of association or equivalent constitutional document to sign this Proposal, or documents of the same nature as this Proposal, on behalf of the Proposer.*
- 2 *Where the Proposer is a partnership, this Proposal must be signed by a partner.*