

The ECGD Letter of Credit Guarantee Scheme

Application for a Master Guarantee Agreement

To: The Export Credits Guarantee Department (“ECGD”)
P.O. Box 2200
2 Exchange Tower
Harbour Exchange Square
London E14 9GS

Section 1: The Bank making this Application (the “Bank”)

Name: (Give Bank's full legal name)	
Country of Incorporation: (or, in the case of an unincorporated body, country of principal seat of business)	
Company registration number: (Please give equivalent business registration details if Bank is not a registered company.)	
Registered Address: (or, in the case of a body incorporated outside the United Kingdom, address of its principal seat of business)	
Address of Bank's Principal Office in the United Kingdom:	

Section 2: Bank's Contact for the purposes of this Application

Name:		Tel No:	
Position:		Fax No:	
Postal Address:		Email:	

Section 3: The Bank's Regulator(s)

Bank's Regulator(s): (Name of body or bodies which regulate(s) the Bank's activities)	
Bank's registration number: (as given by the body or bodies which regulate(s) the Bank's activities)	

Section 4: Name and contact details of the Bank's money laundering reporting officer

Name:		Tel No:	
Position:		Fax No:	
Postal Address:		Email:	

Section 5: Representations and Undertakings

The Bank represents and undertakes that:

- 1 the Bank is established or incorporated in a country which is a member of the Organisation for Economic Co-operation and Development and/or in a Member State of the European Union;
- 2 the Bank carries on business in the UK and that business includes acting as confirming and/or negotiating bank in relation to letters of credit issued by banks located in other countries and providing, among other things, short term trade finance to UK exporters;
- 3 the Bank is subject to regulation by body or bodies named as its regulator(s) in section 3 above and to current legislation and regulations in the United Kingdom and the European Union relating to money laundering, bribery and corruption;
- 4 the FSA regulates the Bank's compliance with the provisions of: (1) the FSMA and any provisions or regulations made under it, (2) Schedule 7 to the Counter-Terrorism Act 2008, (3) any applicable rule or guidance published by the FSA from time to time, including but not limited to the Senior Management Arrangements, Systems and Controls (SYSC) sourcebook and (4) any other applicable regulations prescribed by law relating to money laundering, including but not limited to the Money Laundering Regulations 2007;
- 5 the Chief Compliance Officer (as defined in section 6 below) has certified that neither the Bank nor any person who is, or was during the past five years, a member of the Bank's Board of Directors, and whose principal place of employment is, or was, the United Kingdom, has at any time:
 - 5.1 admitted to the Chief Compliance Officer to engaging in any Corrupt Activity (as defined in section 6 below); or
 - 5.2 to the Chief Compliance Officer's knowledge, been found by a court of competent jurisdiction to have engaged in Corrupt Activity;in either case, whilst that person was employed by the Bank;

- 6 the information and statements in this form are true and correct; and
- 7 if at any time any information or statement in this form ceases to be correct, the Bank will advise ECGD accordingly as soon as reasonably practicable after becoming aware of that fact.

Section 6: Defined Terms

For the purposes of this Application:

“Chief Compliance Officer” means the officer or employee of the Bank who, for the time being, is approved by the FSA to discharge, on behalf of the Bank, the responsibilities of an approved person (as defined in the glossary to the FSA Handbook) in respect of the Bank’s compliance oversight function and money laundering reporting function (being controlled functions 10 and 11, as detailed in SUP 10.4.5.R to the FSA Handbook) or, in the event of that person’s absence, such other person as may be charged with those responsibilities in that event or, if no such person has been appointed by the Bank and approved by the FSA, a member of the Bank’s board of directors;

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

- (1) is subsequently found by a court in a competent jurisdiction (after all available rights of appeal have been exhausted) to have rendered a contract illegal, void, voidable or unenforceable under its governing law, or
- (2) the Bank has, or anyone (including any employee) acting (with due authority) on the Bank’s behalf or with the Bank’s subsequent acquiescence has, other than under duress, admitted engaging in, or
- (3) is subsequently found by a court in any competent jurisdiction (after all available rights of appeal have been exhausted) outside the United Kingdom to constitute an offence under any applicable law (except by virtue of any changes to that law having retrospective effect), or
- (4) is subsequently found by a court in the United Kingdom (after all available rights of appeal have been exhausted) to constitute an offence under the Relevant Acts;

and which activity, in respect of sub-paragraphs (1), (2) and (3), corresponds to an offence under the Relevant Acts

provided that, where, for the purposes of sub-paragraph (2) above, any such activity is admitted by either (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, such activity shall not, for the purposes of this Exporter Declaration, 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.

“FSA” means the Financial Services Authority;

“FSA Handbook” means the on-line Handbook published by the FSA as current at the date of this Application;

“FSMA” means the Financial Services and Markets Act 2000; and

“Relevant Acts” means the Prevention of Corruption Acts 1889 to 1916 as given extra territorial effect by Part 12 of the Anti-Terrorism, Crime and Security Act 2001 (as each of them may from time to time be amended or re-enacted).

Section 6: Request for Guarantee

By completing and signing this form, and submitting it to ECGD, the Bank:

- (1) requests ECGD to join with it in entering into a Master Guarantee Agreement under ECGD’s Letter of Credit Guarantee Scheme and to consider any requests submitted by the Bank from time to time for ECGD to issue a guarantee under that Master Guarantee Agreement in relation to letters of credit confirmed by the Bank;
- (2) in support of those requests, makes and gives the representations and undertakings set out in section 5 of this form; and
- (3) acknowledges that ECGD will rely on the information, representations and undertakings in this form when deciding whether or not to enter into a Master Guarantee Agreement with the Bank and provide guarantees to the Bank under that Agreement.

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

Signature:	
Name:	
Position:	
Date:	