

To: the Export Credits Guarantee Department (“ECGD”)

Undertaking by the London Branch of a non-UK Bank in respect of any Corrupt Activity associated with a Buyer Credit

Borrower:

Supplier:

Buyer:

ECGD Reference:

Supply Contract: Contract dated..... between the Buyer and the Supplier for.....

Loan Agreement: Agreement for a loan to be made to the Borrower by [us (acting through our London branch)] [a syndicate of banks, including ourselves (acting through our London branch), lead by, as agent,] for the purpose of assisting the financing of the Supply Contract

1 In consideration of ECGD’s guaranteeing the Borrower’s obligations under [and to providing interest rate support in relation to,] the Loan Agreement (which we acknowledge to be good and valuable consideration), we [insert name of Bank](#) represent, warrant and undertake that:

1.1 the FSA regulates our London branch’s compliance with the provisions of (1) the FSMA, and any Regulations made under it, (2) Part 7 of the Proceeds of Crime Act 2002 (3) the Money Laundering Regulations 2003 and (4) any rules or guidance published from time to time by the FSA, including, without limitation, the FSA’s Money Laundering Sourcebook;

1.2 either our London branch is not aware, and has no reason to suspect, that the Supply Contract, or any arrangement connected with its financing or procurement, has been, or will be, used for the purposes of money laundering (as defined in the Proceeds of Crime Act 2002) }-or, where it has any such awareness or suspicions, it has complied with its obligations in that regard under the Proceeds of Crime Act 2002;

1.3 ~~neither our London branch, nor, to the best of its knowledge and belief, anyone (including any employee) acting on our London branch’s behalf with due authority or with our London branch’s subsequent acquiescence,~~our London branch has not engaged, ~~or~~and will not engage, in any Relevant Corrupt Activity;

1.4 our London branch has not authorised any person to engage in any Relevant Corrupt Activity, or consented to, or acquiesced in, any Relevant Corrupt Activity on the part of any person; and it will not

authorise any person to engage in any Relevant Corrupt Activity, or consent to, or acquiesce in, any Relevant Corrupt Activity on the part of any person; and

- 1.5 ~~1.4~~ our London branch has required and/or will require anyone (including any of our employees working at our London branch) authorised to act on its behalf and directly or indirectly involved in obtaining the mandate to finance the Supply Contract, or in the ~~Supply Contract's~~ subsequent financing of the Supply Contract under the Loan Agreement, not to engage in any Relevant Corrupt Activity and we will take such action as is in accordance with our internal procedures against any employee who freely admits to the London Compliance Officer to having engaged in, or is found to have engaged in, any Relevant Corrupt Activity.
- 2 We declare that the London Compliance Officer has certified that, having made enquiries of the Head Office Compliance Officer, none of our current board directors has, at any time, (a) admitted to the London Compliance Officer to engaging in any Corrupt Activity or (b) admitted to the Head Office Compliance Officer to committing any offence involving bribery and corruption under the laws of the Relevant Jurisdiction(s) or (c) to the knowledge of the London Compliance Officer or the Head Office Compliance Officer, been found by a court in any competent jurisdiction to have engaged in any Corrupt Activity ~~(which, in each case, has not, prior to the date of this Undertaking, been notified to ECGD)~~ **provided that** the declaration in this paragraph 2 shall apply only to any Corrupt Activity committed by a board director whilst employed by us.
- 3 In this Undertaking:
- “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 the Loan Agreement [or the related Overseas Guarantee] illegal, void, voidable or unenforceable under its governing law, or
 - (2) we have, or anyone (including any of our employees) acting on our behalf (with due authority) or with our subsequent acquiescence has, freely admitted (or, in the case of one of our employees working at our London branch, freely admitted to the London Compliance Officer) to 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 ~~being applied retrospectively~~, ~~or~~ 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 ~~(except by virtue of an amendment to the Relevant Acts having retrospective effect)~~

and which activity, in respect of paragraphs (1), (2), and (3) above ~~:(a),~~ corresponds to an offence under the Relevant Acts ~~(except by virtue of an amendment to the Relevant Acts having retrospective effect); or~~

~~(b) would, if it had taken place in the United Kingdom, amount to such an offence (except by virtue of an amendment to the Relevant Acts having retrospective effect)~~

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 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.

“FSA” means the Financial Services Authority;

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

“Head Office Compliance Officer” means the employee at our head office who is the chief compliance officer or the head of the compliance department of our head office, or any person designated by that employee to provide any declaration contemplated by paragraph 2 of this Undertaking;

“London Compliance Officer” means the employee at our London Branch who is the chief compliance officer for our London Branch or the head of the compliance department of our London Branch, or any person designated by that employee to provide any declaration contemplated by paragraph 2 of this Undertaking;

“Relevant Acts” means the Prevention of Corruption Acts 1889 to 1916 and Part 12 of the Anti-Terrorism Crime and Security Act 2001 (as from time to time amended or re-enacted);

“Relevant Corrupt Activity” means Corrupt Activity in connection with (1) obtaining the mandate to finance the Supply Contract or (2) the Supply Contract’s subsequent financing under the Loan Agreement or (3) any agreement, undertaking, consent, authorisation or arrangement of any kind related to the Loan Agreement or the Supply Contract’s financing under it which has not, on or prior to the date of this Undertaking, been notified to ECGD; and

“Relevant Jurisdiction(s)” means the jurisdiction in which we are incorporated and, if different, the jurisdiction in which our principal place of business is located.

Annex E vii

For and on behalf of

[Name of Bank]

Signature:

Name:

Position:

Date:

(This undertaking must be signed by an authorised officer with appropriate responsibility)

(Form LoU-BC)

Document comparison done by DeltaView on Friday, March 10, 2006 18:02:36

Input:	
Document 1	file://G:/GCO/Business Division 4/Bribery & Corruption/LOU Non-Uk Banks (Nov 2004).doc
Document 2	file://G:/GCO/Business Division 4/Bribery & Corruption/LoU-BC - London Branches (2006) FINAL.doc
Rendering set	ECGD

Legend:	
<u>Insertion</u>	
Deletion	
<i>Moved from</i>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Redline Summary:		
No.	Change	Text
1-2	Change	"Settings\Temp\dvtemp768\dvoA" changed to "Settings\Temp\dvtemp768\dvmA"
3-4	Change	"A3.tmp\" changed to "A4.tmp\"
5-6	Change	".tmp\LOU" changed to ".tmp\LoU"
7-8	Change	"U Non-Uk Banks (Nov 200" changed to "U-BC - London Branches (200"
9-10	Change	"2004)" changed to "2006)"
11	Change	".doc" changed to ") FINAL.doc"
12	Change	"consideration), we represent," changed to "consideration), we...name of Bank] represent,"
13	Change	"Crime Act 2002)) or, where it" changed to "Crime Act 2002) or, where it"
14-15	Change	"1.3 neither our London...acquiescence, has" changed to "1.3 our London branch has"
16	Change	"has engaged," changed to "has not engaged,"
17-18	Change	"engaged, or will" changed to "engaged, and will"

19	Change	"will engage, in any" changed to "will not engage, in any"
20	Insertion	Corrupt Activity;
21-22	Change	"; and" changed to "1.4 our London branch has...part of any person; and"
23	Change	"our London branch" changed to "1.4 our London branch"
24	Change	"Contract, or in the...subsequent financing" changed to "Contract, or in the subsequent financing"
25	Change	"s subsequent financing under the Loan" changed to "subsequent financing of...Contract under the Loan"
26	Change	"at any time, (a) admitted" changed to "at any time (a) admitted"
27	Change	"Corrupt Activity (which, in each" changed to "Corrupt Activity which, in each"
28	Change	"notified to ECGD) provided that" changed to "notified to ECGD provided that"
29-30	Change	"to that law being applied retrospectively), or" changed to "to that law having retrospective effect), or"
31	Deletion	Relevant Acts (except by...retrospective effect)
32	Change	"paragraphs (1), (2), and (3) above" changed to "paragraphs (1), (2) and (3) above"
33	Deletion	and (3) above:
34-35	Change	"(a) corresponds" changed to ", corresponds"
36	Deletion	Relevant Acts (except by...effect); or
37	Deletion	(b) would, if it had...retrospective effect)
38	Change	"1889 to 1916 (as from time" changed to "1889 to 1916 and Part 12...Act 2001 (as from time"

Statistics:	
	Count
Insertions	18
Deletions	20
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	38

Redline options :	
	Status
Redline Statistics at End of Document	ON
Include Redline Comparison Summary	ON
Show Line Numbering	OFF
Show Change Numbers in Left Margin	ON
Show Change Bars On Left	ON
Show Hidden Text	OFF
Detect List Numbering Changes	ON
Compare Headers/Footers	ON
Compare Footnotes	ON
Display DeltaView Footers	OFF
Ignore Embedded Objects/Images	OFF
Compare at Character Level	ON
Compare Numbers at Character Level	ON
Show Moved Deletions	OFF
Show Changes to Spaces	OFF
Show Paragraph Changes	OFF
Ignore Case Changes	OFF