PRINT FORM

OMB No. 3048-0022

5/31/2028

BENEFICIARY CERTIFICATE AND AGREEMENT
FOR USE WITH
BANK LETTER OF CREDIT SHORT TERM EXPORT CREDIT INSURANCE POLICY, OR FINANCIAL INSTITUTION BUYER CREDIT EXPORT CREDIT INSURANCE POLICY

Name and Address of Policyholder: (to be completed by Policyholder)

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Policy #: _____ Tax ID #: _____

Name and Address of Beneficiary: (to be completed by Beneficiary)

Name: _____

Address: _____

City: _____ State/Province & Country: _____ Postal Code: _____

Dun & Bradstreet #:_____

Beneficiary Ownership (select all that apply)

Woman-owned business:	☐ Yes	☐ No	☐ Decline to answer
Minority-owned business:	☐ Yes	☐ No	☐ Decline to answer
Veteran-owned business:	☐ Yes	☐ No	☐ Decline to answer
Disability-owned business:	☐ Yes	☐ No	☐ Decline to answer

Race (one or more may be selected):

American Indian or Alaska Native ☐ Asian ☐

Black or African American ☐ White ☐

Native Hawaiian or Pacific Islander ☐

Ethnicity: Hispanic or Latino ☐ Not Hispanic or Latino ☐

Certifications

Upon representation that the Export-Import Bank of the United States ("EXIM") has issued the export credit insurance policy identified above and, in consideration of the payment, acceptance or negotiation of an irrevocable letter of credit in our favor, or the financing of an export or the receipt of funding as a result of the export, either to us or another beneficiary, we, the Beneficiary, hereby certify to EXIM and to the policy holder that:

1. The policyholder has (check all that apply):

☐ informed us of an irrevocable letter of credit with Identification No. _____ related to the transaction described in #2 below, and we have presented ,or shall present, documents which are in compliance with the terms and conditions of such irrevocable letter of credit; or

☐ to our belief, established an obligation of the foreign buyer named in #2 below to make repayment of funds on specified terms in support of an export for which we receive payment or have received payment on _____ .

2. The above-referenced irrevocable letter of credit or the buyer's obligation to pay the policyholder is in support of the export transaction described as follows:

a. Buyer's Name: _____

Address:

EXIM
EXPORT-IMPORT BANK OF THE UNITED STATES
Reducing Risk. Unleashing Opportunity.

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b. Description and quantity of product(s)/ service(s):

c. The product(s) are: ☐ New ☐ Used. *If used, attach Used Equipment Questionnaire form EIB 11-03.*

d. Place of Shipment: _____

e. Date of Shipment: _____

f. Contract Price to Buyer:

(i)	Products/Services	$
(ii)	Local Costs* *(if applicable)*	$
(iii)	Less discounts or similar allowances	$
(iv)	Plus total insurance, freight, or other delivery charges included in the transaction	$
	Subtotal:	$
(v)	Less cash payment, if any (not required)	$
(vi)	Total final net delivered finance portion	$

* "local costs" means costs incurred by the policyholder on the buyer's behalf in the buyer's country subject to the following:

1. Local costs will be covered under the policy at a maximum of 15% of the policyholder's invoice for the products. Separately invoiced local costs will not be covered. The total amount of the policyholder's local costs and total shipments are not to exceed the buyer credit limit.

2. Local costs may include costs which support the delivery and installation of the products, and local duties/taxes.

3. Local costs may not include (i) local goods, (ii) costs associated with promoting the sale of the products (e.g. sales representative travel, promotional materials) or (iii) post-installation costs (e.g. post-installation equipment repairs).

4. When the policyholder reports local costs at the time of its shipment report, the local costs must comply with the requirements above.

3. To the best of our knowledge and belief, the products described above were shipped from the United States as described above.

4. With respect to products

(a) that could be used for military purposes, or
(b) that could be components of a product or equipment which could be used for military purposes, or
(c) that could be used to manufacture products or equipment which could be used for military purposes, or
(d) that are listed on the United States Munitions List (part 121 of Title 22 of the Code of Federal Regulations), or
(e) that are purchased by or for the use by security, military or defense organizations,

the Policyholder has ☐, or we the Beneficiary have ☐ received the written approval of EXIM for such sale prior to shipment of the products and attached it to this certificate.

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5. The products do not consist of technology, fuel, equipment, materials or goods and services to be used in the construction, alteration, operation or maintenance of **nuclear** power, enrichment, reprocessing, research or heavy production facilities.

6. To the best of our knowledge and belief the products are for use only in countries in accordance with EXIM's Country Limitation Schedule in effect on the date of shipment. See EXIM's website www.exim.gov/resources/country-limitation-schedule.

Changes and EXIM Reliance

1. Changes to Transaction, Products and Services and U.S. Content. With respect to the transaction described in #2 above, any of the certifications made therein are discovered to be or become untrue, we will promptly notify the insured lender.

2. EXIM Reliance. The undersigned authorized officer, on our behalf, further certifies that the representations made and the facts stated in this Beneficiary Certificate and Agreement are true to the best of our knowledge and belief, and we have not misrepresented or omitted any material facts. We understand that EXIM will rely on the certifications and representations made in this Beneficiary Certificate and Agreement; we agree we are liable for any damages suffered by EXIM's reliance. We also understand that these certifications are subject to penalties for fraud and for providing false documentation, including, but not limited to, those penalties provided for in Article 18 United States Code, Section 1001. **We agree that presentation of invoices to an insured lender for payment or disbursement under the EXIM Insurance is a confirmation and re-certification by us of the information and certifications made herein.** We agree to provide additional information with respect to any of the matters covered in this Beneficiary Certificate and Agreement upon EXIM's reasonable written request.

3. Certifications and Signature. Please refer to the Standard Certifications and Covenants for EXIM Applications posted on EXIM's website as document EIB 18-CN. **THE STANDARD CERTIFICATIONS AND COVENANTS FOR EXIM APPLICATIONS ARE INCORPORATED INTO THIS BENEFICIARY CERTIFICATE AND AGREEMENT AS IF FULLY SET FORTH HEREIN.** When signing this Beneficiary Certificate and Agreement in the space provided below, the undersigned authorized officer signing on our behalf certifies and represents that he or she is fully authorized to sign on our behalf, and that **HE OR SHE HAS READ** the Standard Certifications and Covenants for EXIM Applications **AND IS CERTIFYING AND COVENANTING**, as appropriate, to all of the certifications, acknowledgments and covenants set forth in that document.

_____
(Signature of Authorized Officer of Beneficiary)

Name: _____

Title: _____

Tel. #: _____ Email: _____

NOTICES

Paperwork Reduction Act Statement: We estimate that it will take you about 15 minutes to complete this form. This includes the time it will take to read the instructions, gather the necessary facts and fill out the form. However, you are not required to provide information requested unless a valid OMB Control number is displayed on the form. If you have comments or suggestions regarding the above estimate or ways to simplify this form, forward correspondence to EXIM and the Office of Management and Budget, Paperwork Reduction Project, OMB # 3048-0041, Washington, DC 20503.