Standard Certifications, Covenants and Notices for EXIM Applications

APPLICATIONS: The certifications and covenants below are incorporated into each Export-Import Bank of the United States ("EXIM") application as if fully and directly set forth in such application. When signing an EXIM application, the applicant certifies that the representations made and the facts stated in the application, including those set forth in these Standard Certifications and Covenants, are true to the best of applicant's knowledge and belief, and applicant has not misrepresented or omitted any material facts. With knowledge that EXIM will rely on the certifications and representations made in the application, applicant agrees that it is liable to EXIM for any damages EXIM suffers as a result of such reliance.

SHORT-TERM INSURANCE POLICY RENEWALS: With regard to each renewal of an EXIM insurance policy, the certifications and covenants below are deemed made by the insured as of the date of each renewal. When accepting a renewal of an EXIM insurance policy, the insured certifies that the representations made and the facts stated in these Standard Certifications and Covenants are true to the best of the insured's knowledge and belief as of the date of the renewal, and the insured has not misrepresented or omitted any material facts. With knowledge that EXIM will rely on the certifications and covenants made in these Standard Certifications and Covenants, the insured agrees that it is liable to EXIM for any damages EXIM suffers as a result of such reliance."

PLEASE NOTE: For purposes of renewals of short-term insurance policies, the term "Applicant" wherever used in the Certifications and Covenants below, refers to the insured whose policy is being renewed, and the term "application" refers to the renewal of the insurance policy.

All statements and certifications to EXIM set forth in these Standard Certifications are subject to penalties for fraud and for providing false documentation, including, but not limited to, those criminal penalties provided for in Article 18 U.S.C. Section 1001.

The Applicant (hereafter "Applicant" or "it") **CERTIFIES, ACKNOWLEDGES and COVENANTS to the Export-Import Bank of the United States** (hereafter "EXIM ") that to the best of Applicant's knowledge and belief, after due diligence, the statements set forth below are true and correct. Any reference below to "this transaction" shall refer to the individual transaction that is the subject of the application, or, if applicable, to all transactions done under an insurance policy or guarantee that relate to a single application.

A. Neither Applicant, nor any of its Principals (as defined in the Debarment Regulations identified below) is now, or within the past 3 years, has been:

1) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction (as defined in the EXIM and Government-wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively)

(collectively the "Debarment Regulations")
2) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;
3) indicted, convicted or had a civil judgment rendered against it for any conduct or offenses described at 2 CFR § 180.800 in the Debarment Regulations;
4) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification; or
5) listed on any of the publicly available debarment lists of the following international financial institutions: the World Bank Group; the African Development Bank; the Asian Development Bank; the European Bank for Reconstruction and Development, and the Inter-American Development Bank.

B. Applicant has conducted and will conduct reasonable due diligence in connection with this transaction, including checking the **System for Award Management** (https://www.sam.gov/SAM/) **("SAM")** to determine if parties are excluded from U.S. Government transactions, and the **Sanctions List Search** of the **Department of the Treasury, Office of Foreign Assets Control ("OFAC")** (https://sanctionssearch.ofac.treas.gov/). Applicant will not knowingly enter into any sales, leasing or financing agreements in connection with this transaction with any individual or entity that is listed on the SAM or the Sanctions List Search (or is otherwise prohibited from conducting business with U.S. public and private entities, or prohibited from participating in its role in this transaction, pursuant to **OFAC** Regulations).

C. If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (https://www.exim.gov/sites/default/files/forms/lll.pdf) in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. Neither Applicant nor any agent or representative acting on Applicant's behalf, has or will engage in any activity in connection with this transaction that is a violation of 1) the **Foreign Corrupt Practices Act of 1977**, 15 U.S.C. § 78dd-1, *et seq.*; 2) 18 U.S. Code §201 (prohibiting bribery of public officials of the United States of America; 3) any applicable U.S. laws prohibiting bribery of, or kickbacks to, private sector persons; 4) the **Arms Export Control Act**, 22 U.S.C. § 2751 et seq., 5) the **International Emergency Economic Powers Act**, 50 U.S.C. § 1701 et seq., 6) the **Export Administration Act of 1979**, 50 U.S.C. § 4611 – 13; 7) the **Export Control Reform Act**, 50 U.S.C., § 4801 *et seq.*, and, 8) the regulations issued by the **OFAC**. Applicant also certifies that neither Applicant nor any agent or representative acting on Applicant's behalf in connection with this transaction has been found by a court of the United States to be in violation of any of the foregoing statutes or regulations within the preceding 12 months, and to the best of its knowledge, the performance by the

parties to this transaction of their respective obligations does not violate any of the foregoing or any other applicable law.

E. Neither the Applicant nor any agent or representative acting on Applicant's behalf in connection with this transaction is currently under charge, formally under investigation by public prosecutors, or has been, within the past 5 years, convicted in any court of any country, or subject to equivalent measures such as deferred prosecution agreements or non-prosecution agreements, of any country, for bribery of foreign public officials, U.S. domestic public officials, or for bribery of, or illegal kickbacks to, any private person.

F. All fees, commissions and things or services of value paid or given to any agent or representative acting on Applicant's behalf in connection with this transaction, if any, are: i) based on a contract entered on arm's length terms for fair market value for the services rendered or to be rendered by the agent or representative; ii) paid or given, or to be paid or given in the ordinary course of business; iii) readily identifiable on Applicant's books and records as to amount, purpose, recipient, and place of payment; iv) in an approximate amount or percentage customarily paid by Applicant or by other companies in Applicant's industry for the services rendered, or to be rendered, by the agent or representative; and v) not intended to be used for any illicit or corrupt purpose.

G. Neither the Applicant, nor, to the best of Applicant's knowledge, the exporter, lender, borrower or end-user in the transaction has, within the preceding 5 years, been convicted of an act of fraud or corruption in connection with an EXIM transaction.

H. If the Applicant cannot truthfully attest to all of the certifications above, or make all of the covenants above, the Applicant has received a written statement of exception from EXIM attached to the application, permitting acceptance of this application notwithstanding an inability to make all of the certifications in paragraphs A – H of these Standard Certifications and Covenants.

NOTICES

The applicant is hereby notified that information requested by this application is done so under authority of the Export-Import Bank Act of 1945, as amended (12 USC 635 et. seq.); provision of this information is mandatory and failure to provide the requested information may result in EXIM being unable to determine eligibility for support. If any of the information provided in this application changes in any material way or if any of the certifications made herein become untrue, the applicant must promptly inform EXIM of such changes. The information provided will be reviewed to determine the participants' ability to perform and pay under the transaction referenced in this application. EXIM may not require the information and applicants are not required to provide information requested in this application unless a currently valid OMB control number is displayed on this form (see upper right of each page). EXIM reserves the right to decline to process or to discontinue processing of an application.

The applicant is hereby notified that Applicants for/Recipients of (hereinafter "Submitter") Federal Financial Assistance ("FFA") from EXIM (the "Agency") hereby acknowledge that applications for FFA, the processing thereof by the Agency, as well as follow-on administration of approved FFA, may contain or require the submission by the Applicant/Recipient to the Agency of commercial or business information considered by the Submitter thereof to be privileged, confidential and or to constitute trade secrets under the Trade Secrets Act (18 USC 1905) ("TSA"). The Submitter acknowledges its responsibility to annotate all such information it believes to be privileged/confidential/trade secrets when providing same to the Agency. The Submitter further acknowledges and agrees that the sharing of such information by the Agency with other Agencies of the Executive Branch of the Federal Government does not constitute a "release" of such information under the Freedom of Information Act ("FOIA"), nor a "disclosure" of such information under the TSA. In the event any such information contains Privacy Act information maintained in a System of Records, the Submitter acknowledges that Routine Use exceptions to the Privacy Act may apply so as to permit sharing of such Privacy Act information to other Federal Agencies with a legitimate governmental "need to know" the information in question. This acknowledgment of and consent to intra-Agency sharing by the Agency of information submitted to the Agency by the Applicant/Recipient does not otherwise limit or abrogate the Agency's responsibility for proper handling of information submitted to the Agency by the Applicant/Recipient.