

**EXPORT-IMPORT BANK OF THE UNITED STATES**  
NOTIFICATION AND ASSIGNMENT BY INSURED TO FINANCIAL INSTITUTION  
OF **MEDIUM TERM EXPORT CREDIT INSURANCE POLICY**

Date: \_\_\_\_\_, \_\_\_\_\_

The undersigned Insured, subject to the provisions of this Notification and Assignment, hereby assigns Policy Number \_\_\_\_\_ (hereafter, the "Policy") to the financial institution named below (hereafter "Assignee") and hereby notifies the Export-Import Bank of the United States (Ex-Im Bank) of such Assignment.

This Notification and Assignment relates to all transactions covered by the Policy.

This Notification and Assignment is subject to the conditions set forth **on the back of this form**, and execution by the Assignee and the Insured constitute their acceptance of these conditions.

Name of <b>Assignee</b>	Name of <b>Insured</b> (as specified in the Declarations)
Assignee Address	Insured Address
Signature of Officer	Signature of Officer
Name (Print of Type)	Name (Print of Type)
_____/_____/_____ Title and Date Signed	_____/_____/_____ Title and Date Signed

Please list us in the Ex-Im Bank Lender Referral List as a potential assignee using the following name and telephone #:

\_\_\_\_\_

The above notification is hereby acknowledged for **Export-Import Bank of the United States**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Printed Name and Title)

Name of **Broker** if any:

**Broker No.:**

PLEASE SUBMIT **FOUR** SIGNED ORIGINALS  
EXECUTED ORIGINALS WILL BE PROVIDED TO THE ASSIGNEE, INSURED, AND BROKER.

**WHO TO CONTACT:**

Please send or ask your insurance agent or broker to submit this completed form to:  
**EXPORT-IMPORT BANK OF THE U.S. INSURANCE DIVISION**  
**811 VERMONT AVENUE, NW, WASHINGTON, DC 20571**  
**Tel (202) 565-3630 or 1-800-565-EXIM, Fax (202) 565-3675, Internet <http://www.exim.gov>**

EIB94-08 (9/01)

Conditions:

- A. The Assignee agrees that:
- 1.subject to condition C. below, this Notification and Assignment effects an assignment of the Policy and gives the Assignee all rights of the Insured under the referenced Policy; and
  - 2.the Assignee assumes all duties and obligations of the Insured, except as set forth in the exporter certificate and subject to the provisions of the Policy as amended by the Documentary Assignment Endorsement; and
  - 3.this Notification and Assignment is not a waiver of any Policy terms and conditions.
- B. The Insured agrees that its execution of this Notification and Assignment authorizes Ex-Im Bank:
- 1.to release to the Assignee all information and records relating to the referenced Policy and claims; and
  - 2.henceforward to make all claim payments under the Policy to the Assignee.
- C. The Assignee and the Insured agree that:
- 1.this Notification and Assignment is not valid and does not bind Ex-Im Bank until the approval of Ex-Im Bank hereto is given; and
  - 2.all references in the Policy, as amended by the Documentary Assignment Endorsement, to the "Insured" shall be construed to refer to the Assignee; and
  - 3.upon approval of Ex-Im Bank of this assignment, the Exporter Endorsement to the Policy shall be cancelled effective immediately, and the Documentary Assignment Endorsement shall become effective immediately.
- D. Certifications of Assignor:
1. The products/services in the export transaction insured under the Policy were sold for U.S. dollars on terms which required that we receive from the buyer, or we provide financing to the buyer for, a cash payment, on or before deliver to the buyer, at least equal to such amount as may be specified in the Transaction Endorsement or Declarations to the policy, and the financed portion of the transaction, as described in the policy, approved under the Transaction Endorsement or Declarations, of a shipment made thereunder, was evidenced by a note, as defined in the policy, or otherwise valid and enforceable in the State of New York and in the borrower's country..
  2. No dispute exists between us and the buyer, with respect to any loss, that has not already been finally determined, in a legally binding proceeding, to be a valid and legally enforceable indebtedness of the buyer, its legal representatives, or successors in interest, or has not already been otherwise settled to the satisfaction of the Insurer.
  3. We have not contracted with, shipped to, or failed to cancel further transit to the buyer after knowledge of that buyer's insolvency, as defined in the policy, or financial difficulty.
  4. We agree to notify Ex-Im Bank in writing of the buyer's insolvency, as defined in the policy, financial difficulty, or the occurrence of any event likely to cause a loss, as defined in the policy, within 10 calendar days of learning thereof.
  5. We agree to hold Ex-Im Bank harmless from any loss:
    - a) arising from the failure of ourselves or our agents to fulfill our or their contractual duties to the buyer with respect to the sale of the products/services, if such failure of performance shall have relieved the buyer of its duty, in whole or in part, to pay the note when due,or
    - b) arising from the unwillingness of the buyer to accept the products/services,or
    - c) due to any dispute that arises between us and the buyer, with respect to any loss, that is not finally determined to be a valid and legally enforceable indebtedness of the buyer, its legal representatives, or successors in interest, or is not otherwise settled to the satisfaction of the Insurer, or
    - d) that was insurable under the American Institute of Marine Underwriters' War Risk and Strikes, Riots and Civil Commotion Clause current on the date of shipment.