

**Certifications and Covenants for MT – LT Exporter’s Certificates**

**These certifications and covenants are incorporated into the Exporter’s Certificate as if fully set forth therein. When signing an Exporter’s Certificate, we: certify that the representations made and the facts stated in both the Exporter’s Certificate and these Certifications and Covenants for Exporter’s Certificates are true to the best of our knowledge and belief, and we have not misrepresented or omitted any material facts. With knowledge that Ex-Im Bank will rely on the certifications and representations made in both the Exporter’s Certificate and these Certifications and Covenants for Exporter’s Certificates, we agree we are liable for any damages suffered by Ex-Im Bank’s reliance. We 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 U.S.C., Section 1001.**

**PART D: ADDITIONAL CERTIFICATIONS**

We hereby certify, as to ourselves and the Ex-Im Bank-approved Goods and Services and Local Costs under the Supply Contract(s)/Purchase Order(s), as follows:

1. Invoices and Transport. We have or will provide to the guaranteed/insured lender or to Ex-Im Bank, true and correct copies of the following documentation:

(a) Invoices. Invoices that (i) are issued by us or a Local Cost provider to the Purchaser (or other party consented to by Ex-Im Bank), (ii) describe the Goods and Services and, if applicable, Local Costs and (iii) meet each of the following conditions:

(A) with respect to Goods that consist of major pieces of equipment, the invoice shall include unique identification numbers (such as vehicle identification numbers and serial numbers); and

(B) as of the date of each invoice, the value of the work performed equals or exceeds the amounts so invoiced (or we have obtained Ex-Im Bank's prior consent to an alternative arrangement) with respect to (1) Services, (2) progress payments made in relation to Goods not yet transported and (3) Local Costs.

(b) Proof of Transport. Evidence that the U.S. Goods, (including Goods sold in connection with Services), included in the Net Contract Price under our Supply Contract/Purchase Order(s) have been shipped from the U.S. to the Purchaser's country (or other destination consented to by Ex-Im Bank). Such evidence shall consist of (as appropriate for the mode of transportation): clean, onboard ocean bills of lading; air waybills; rail waybills; and/or truck bills of lading signed by an independent third party carrier, freight forwarder, or shipping agent; or any other type of evidence approved in writing by Ex-Im Bank.

2. Other Payments. We have not and will not offer or agree to make or arrange for (directly or indirectly) any payment, discount, allowance, rebate, commission, fee or other payment in connection with the Goods and Services under the Supply Contract/Purchase Order(s) or Ex-Im Bank Credit/Guarantee/Insurance, in each case, without the prior written consent of Ex-Im Bank (a copy of which is attached) except for (a) payment of manufacturing costs or for our purchase of the Goods, (b) the regular remuneration of our regular, full-time directors, officers and employees; (c) commissions or fees, if any, to our regular sales agents, brokers or representatives, which commissions or fees are: (i) on arm's length terms for fair market value for the services rendered, (ii) paid in the ordinary course of business, (iii) readily identifiable on our books and records as to amount, purpose and recipient; (iv) in an approximate amount or percentage customarily paid by us and by other companies in our industry for the services rendered, or to be rendered by any of our agents, brokers or representatives, in the country of the Purchaser under the Supply Contract(s)/Purchase Order(s) and (v) not intended to be used for any illicit or corrupt purpose; (d) any discounts, allowances, or rebates to the Purchaser that are disclosed in our invoices submitted to the guaranteed/insured lender or to Ex-Im Bank for its support; or (e) any letter of credit or other fees paid to commercial banks or any payments made to Ex-Im Bank in connection with the Ex-Im Bank Credit/Guarantee/ Insurance.
  
3. Munitions List. Except as described on our attached statement, none of the Goods and Services are on the U.S. Munitions List (part 121 of Title 22 of the Code of Federal Regulations).
  
4. Other Legal Compliance. Neither we, nor any of our Principals (as defined in the Debarment Regulations identified below), have within the past 3 years, been:
  - (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Covered Transaction (as defined in the Ex-Im Bank and Government-wide debarment regulations, found at 2 CFR Part 3513 and 2 CFR Part 180, respectively) (collectively the "Debarment Regulations");
  
  - (b) formally proposed for debarment from participating in a Covered Transaction, with a final determination still pending;
  
  - (c) indicted, convicted or had a civil judgment rendered against us for any conduct or offenses described at 2 CFR § 180.800 in the Debarment Regulations;
  
  - (d) 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
  
  - (e) listed on any of the publically 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;

or

we have received a written statement of exception from Ex-Im Bank attached to this certification, permitting acceptance of this Exporter's Certificate notwithstanding an inability to make all of the certifications in clauses (a) through (e) above in this certification 4.

We have conducted and will conduct reasonable due diligence in connection with this transaction, including checking: (i) the **System for Award Management** (<https://www.sam.gov/portal/public/SAM/>) ("**SAM**") to determine if any direct suppliers, subcontractors and/ or vendors from whom we procure goods and services related to this transaction are excluded from U.S. Government transactions; and (ii) the **Sanctions List Search** tool maintained by the Office of Foreign Assets Control ("OFAC") (<https://sdnsearch.ofac.treas.gov>) ("**Sanctions List Search**").

We will not knowingly enter into any purchase, sale, leasing or financing agreements in connection with any Ex-Im Bank support 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 pursuant to OFAC Regulations).

Neither we nor any agent or representative acting on our 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) the Arms Export Control Act, 22 U.S.C. § 2751 et seq., (3) the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., (4) the Export Administration Act of 1979, 50 U.S.C. § 2401 et seq., or, (5) the regulations issued by the OFAC. We also certify that neither we nor any agent or representative acting on our behalf, 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 our 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.

Neither we nor any agent or representative acting on our behalf in connection with this transaction is currently under charge or has been, within the past 5 years, convicted in any court of any country, or subject to national administrative measures of any country, for bribery of public officials.

5. Changes to Certifications. With respect to this Part D, if any of the certifications made herein become untrue, we will promptly submit an amended Exporter's Certificate, noting the changes and with any required attachments, prior to any further presentation of invoices for payment.

## **INSTRUCTIONS TO EXPORTERS:**

### **Definitions**

An "Exporter" is an individual or entity (i) whose Goods and/or Services are acquired by the Purchaser and (ii) who, in the sole determination of Ex-Im Bank, is located and regularly doing business in the United States. For purposes of this Exporter's Certificate, a provider of "Special Ancillary Services" will be considered an Exporter. For more information on "Special Ancillary Services", please refer to Ex-Im Bank's Fact Sheet on Financing Fees for Ancillary Services at <http://www.exim.gov/what-we-do/loan-guarantee/ancillary-services>. For the purposes of Part D, Section 1 of this Exporter's Certificate, "major pieces of equipment" means equipment of significant size, utility or capacity, either useful in a standalone function or as a component of a larger system. In addition, with respect to unique identification numbers (such as vehicle identification numbers and serial numbers), if such numbers do not appear on an invoice, they may be submitted to the Guaranteed Lender/Ex-Im Bank (as appropriate) by attaching to the invoice(s) either (i) original addenda or (ii) pre-existing documents (i.e., packing slips or similar documents), in each case, containing unique identification numbers for each major piece of equipment.

### **Part A: Content**

The information provided in Part A will be used to determine the total amount of Ex-Im Bank guarantee, direct loan or insurance support for a transaction. Please refer to Ex-Im Bank's Fact Sheets on Foreign Content, Local Costs, and Ancillary Services at <http://www.exim.gov/policies> for a further explanation of Ex-Im Bank's content and cover policies.

### **Part D: Additional Certifications**

The certifications in Sections 1 and 2 of Part D cover those Goods and Services sourced from U.S. (or the Purchaser's country in the case of Local Costs) and approved as eligible for coverage under an Ex-Im Bank Credit/Guarantee/Insurance. If you have any question about what Goods and Services are approved by Ex-Im Bank, please contact your Ex-Im Bank loan officer. For Long-Term transactions (credit over \$10MM or more than 7 years repayment), such "Goods and Services" are those listed in the current Acquisition List submitted by the Borrower to Ex-Im Bank.

### **Initial Exporter's Certificate**

The Exporter's Certificate must be completed by the Exporter and presented prior to the borrower's first request for disbursement related to that exporter's invoices under the Ex-Im Bank-supported credit. Exporter's Certificates are also to be completed by U.S. and non-U.S. providers of Ancillary Services (such as banking, financial advisor, technical consultant, and legal) that have been approved by Ex-Im Bank for financing under the Ex-Im Bank Credit/Guarantee/Insurance.

### **Amended Exporter's Certificates**

If an Amended Exporter's Certificate is required pursuant to any section of the Exporter's Certificate, the Exporter should check the "Amended Exporter's Certificate" box at the top of the Certificate and note the change being reflected in the amended Certificate. The Exporter should contact the lender under an Ex-Im Bank Guarantee/Insurance transaction, or Ex-Im Bank if an Ex-Im Bank direct loan, for instructions on where to send the Amended Exporter's Certificate.

Please note that a change to Part A (Content) requires the Exporter to attach a copy of the "Disbursement Percentage Calculator" to the Amended Exporter's Certificate. The Calculator allows the Exporter to calculate the new disbursement percentage for the transaction. The Calculator (and instructions) are found at <http://www.exim.gov/tools-for-exporters/credit-administration-and-operations/disbursement-calculator>. Changes to Sections 2 and 4 of Part D require the relevant Ex-Im Bank approval to be attached.

### **Links and Additional Information**

For information regarding the Exporter's Certificate (and other helpful facts), go to <http://www.exim.gov/>. Should you have any further questions regarding the Exporter's Certificate, please call Ex-Im Bank's Customer contact center: 1 800 565 EXIM/ 202 565 EXIM.