

**EXPORT-IMPORT BANK OF THE UNITED STATES**  
**APPROVED EXPORTER NOTIFICATION**  
**for use with Financial Institution Supplier Credit Policy (EBS, EBM)**

We \_\_\_\_\_, in compliance with the terms and conditions of our **Policy No.** \_\_\_\_\_ have approved the Exporter named below to have its export receivables financed under the policy effective \_\_\_\_\_ and forward this notification form along with

Exporter Notifications and Certifications Part A for **all** Exporters and for documentary cover Part B as well to the insurer with the understanding that the Exporter has been accepted by the Insurer unless we are notified to the contrary within five business days (ten for documentary cover) of the insurer's receipt of this notification.

1. Name of Exporter: \_\_\_\_\_ dba: \_\_\_\_\_

Contact: \_\_\_\_\_

Indicate (Not Required) if owned by a  Woman or  Ethnic Minority, describe: \_\_\_\_\_

2. Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

3. Background Summary

a) Date established: \_\_\_\_\_

b) Total Annual Sales: \_\_\_\_\_

c) Number of Employees \_\_\_\_\_

d) Standard Industrial Classification (SIC) Code (if known): \_\_\_\_\_

4. Products to be Exported: \_\_\_\_\_

5. **For DOCUMENTARY COVER** under the policy, check here  and provide the following information:

- a) Exporter's 2 most recent fiscal years' audited or signed unaudited financial statements (with notes if available),
- b) 2 trade references dated within 6 months of the application from the applicant's principal commercial suppliers. At least one reference must show a high credit extended within the past 12 months of at least \$25,000.
- c) Recent (within 6 months of date of application) credit agency report on the Exporter (if unavailable, attach a check for \$35.00).

If the applicant desires "Documentary Cover" the financial statements must be as follows:

<u>Limit of Liability</u>	<u>Minimum Requirement</u>
\$500,000 or less	signed by an authorized officer for the applicant
\$500,001 - \$999,999	reviewed by a CPA with notes attached
\$1,000,000 or more	audited by a CPA with opinion and notes

By: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

EIB-01-01 (11/01)

**EXPORT-IMPORT BANK OF THE UNITED STATES**

**EXPORT CREDIT INSURANCE PROGRAM**  
**Financial Institution Supplier Credit Policy**  
**NOTIFICATIONS to and CERTIFICATIONS by the EXPORTER**  
**Part A**  
**under EBS (documentary) and EBM (non-documentary) cover**

**The Exporter (it) CERTIFIES and ACKNOWLEDGES to the Ex-Im Bank (the Bank) that:**

a) it is (**check one**):

- (1)  a corporation organized and **existing under the laws of the United States**, or a jurisdiction thereunder, or
- (2)  an individual or partnership **resident in** the United States; **or**
- (3)  a foreign corporation, partnership or individual **registered to do business in** the United States, **OR**
- (4)  it has received a **written** statement of exception from the Bank and **attached** it to this certification, permitting participation in the transaction despite an inability to make certifications 1, 2 or 3.

b) it undertakes to carry on its business with **due care** in financing exports hereunder, and in regard to the conditions of the contract and the trustworthiness of the buyer.

c) (1) neither it nor its principals have been within the past 3 years:

- (a) **debarred**, suspended or declared ineligible from participating in or voluntarily excluded from participation in a Covered Transaction or
- (b) formally proposed for debarment, with a final determination still pending;
- (c) indicted, convicted or had a civil judgement rendered against them for any of the offenses listed in the **Government Wide Nonprocurement Debarment and Suspension Regulations; Common Rule** which defines Covered Transaction.

(2) It certifies that it is **not delinquent** on any amounts due and owing to the U.S. Government, its agencies or instrumentalities as of the date of this application. **OR**

(3) It has received a **written** statement of exception from the Bank and **attached** it to this certification, permitting participation in the transaction despite an inability to make certifications (1) (a) through (c) and (2).

It further certifies that it has not and will not knowingly enter into any agreements in connection with the transaction with any individual or entity that has been subject to (1) (a), (b) or (c) above.

d) it will complete and submit **Form-LLL, Disclosure Form to Report Lobbying** if, to the best of its knowledge and belief, **any funds have been paid or will be paid** to any person in connection with this application for influencing or attempting to influence:

- (1) an officer or employee of any U.S. Government agency, or
- (2) a Member of Congress or a Member's employee, or
- (3) an officer or employee of Congress.

*This does not apply to commissions paid by the Bank to insurance brokers.*

e) it has not, and will not, engage in any activity in connection with this Policy that is a violation of the **Foreign Corrupt Practices Act of 1977** (15 USC Sec. 78dd-1, et seq.) which provides for civil and criminal penalties against individuals who directly or indirectly make or facilitate corrupt payments to foreign officials to obtain or keep business. To the best of its knowledge, the performance by the parties of their respective obligations covered or to be covered under this Policy does not and will not violate any applicable law.

f) The information provided to the Bank will be held confidential subject to the **Freedom of Information Act** (5 USC 552) and the **Privacy Act of 1974** (5 USC 552a), except as required to be disclosed under applicable laws. Transfer of financial records included in this application to private parties or another U.S. Government authority will not be authorized except as permitted under the **Right of Financial Privacy Act of 1978** (12 USC 3401).

- g)  Check if **any** goods sales insured are not **at least 50% U.S.** content, excluding mark-up  
 Check if **any** goods and services sales insured are **not being shipped from the U.S.**  
 Check if **any** services sales insured are **not being provided by U.S. personnel**  
 Check if assembly is **not** being provided by **U.S. personnel in the U.S.**

Explain: \_\_\_\_\_.

**OR**  Not applicable.

h) Check, complete and attach Ex-Im's Defense Product Questionnaire EIB92-61 if :

- the borrower, guarantor, buyer or end-user(s) **is a military, security or police force**, or  
 the borrower, guarantor, buyer or end-user(s) **is associated in any** way with a military, security or police force, or  
 if **any** goods and services are to be **used by** a military, security or police force, or  
 if **any** goods and services are **intended for use by** a military, security or police force, or  
 if **any** goods and services **are** military, security or police articles, or  
 if **any** goods and services have a military, security or police **application**,  
 if **any** goods and services **are listed on** the U.S. Munitions List, Title 22, CFR, Part 121.

**OR**  Not applicable.

i)  Check if **any** goods and services are to be used in the construction, alteration, operation, or maintenance of **nuclear** power, enrichment, reprocessing, research, or heavy water production facilities.

**OR**  Not applicable.

j) Check if the goods and services sales insured are:

- environmentally** beneficial or,  
 used in abatement, control or prevention of pollution, or  
 used in handling toxic substances; or  
 used in power generation, or  
 related to a renewable energy source (check one):  wind  hydro  geothermal  solar  biomass, or  
 if they in other ways affect the environment.

Explain: \_\_\_\_\_.

**OR**  Not applicable.

**NOTE:** The Borrower, Guarantor, Buyer and End User under the Policy must be foreign entities in countries for which Ex-Im is able to provide support, see Ex-Im's [Country Limitation Schedule](#) (CLS) at [www.exim.gov](http://www.exim.gov) . There may not be trade measures against them under Section 201 of the Trade Act of 1974, see <http://dockets.usitc.gov/eol/public/> click on 201. There may not be trade sanctions in force against them. For a list of products and countries with Anti-Dumping or Countervailing Duty sanctions see

**Financial Institution Supplier Credit Policy**  
**Part B**  
**ADDITIONAL EXPORTER CERTIFICATIONS**  
**for an EBS (documentary) Exporter**

1. No dispute will exist between us and a buyer at the time of a shipment creating a receivable to be financed under the policy, that has not already been finally determined 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 Ex-Im Bank.
2. We will not contract with, ship to, or fail to cancel further transit to a buyer whose receivables are being financed under the policy after knowledge of that buyer's insolvency or financial difficulty.
3. We agree to notify the policyholder in writing of the buyer's insolvency or the occurrence of any event likely to cause a loss within 10 calendar days of learning thereof.
4. We agree to hold Ex-Im Bank harmless from all damages and related costs:
  - 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 which are being financed under the policy, if such failure of performance shall have relieved the buyer of its duty, in whole or part, to pay any credit obligation related to the financing of the receivable; or
  - b) arising from the unwillingness of the buyer to accept the products/services; or
  - c) resulting from 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 Ex-Im Bank; or
  - d) arising from any loss that was insurable under the American Institute of Marine Underwriters' War Risk and Strikes, Riots and Civil Commotion Clauses current on the date of shipment.

With knowledge that Ex-Im Bank will rely on the certifications and representations made in this certificate, we agree to be liable for all damages including related costs suffered by Ex-Im Bank's reliance on such certifications and representations. We further understand that this certification is subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001.

We are certifying to Sections, check appropriate box(es): for **all** exporters:  **A**  
**and** for documentary exporters (EBS):  **B**

By: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name (*Authorized Representative of the **Exporter***)

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**If the exporter can not make any or all of the required certifications as they are presented here, Ex-Im Bank must be contacted to request written permission to delete or alter the certification, without which the insurance policy may not be valid.**

EIB01-01 (11/01)