



DEBT MANAGEMENT FORM (the "Form")

Actions Requested (check all that apply):

- Report a Debt of \$5,000 CAD/USD or more (complete Section A)
- Submit a claim (complete Sections A & B)
- Collection Services (complete Sections A & C)

Note: If requesting Collection Services and submitting a claim, complete Sections A, B & C

SECTION A - CUSTOMER AND DEBT INFORMATION (all fields are mandatory)

The Customer:

Customer Name: _____ Policy No.: _____ (the "Policy")
 Address: _____
 Contact Name: _____ Email: _____
 Telephone Number: _____ Fax Number: _____
 Name of Seller (if different than Customer): _____

The Buyer:

Buyer Name: _____
 Address: _____
 Contact Name: _____ Email: _____
 Telephone Number: _____ Fax Number: _____

The Debt (if applicable, indicate taxes):

<u>Unpaid Invoice Date</u>	<u>Overdue Amount Owing</u>	<u>Current Amount Owing</u>
First: _____	Excluding Taxes: _____	Excluding Taxes: _____
Last: _____	HST: _____	HST: _____
Currency: _____	GST: _____	GST: _____
Payment Terms: _____	Provincial Tax: _____	Provincial Tax: _____
Delivery Terms: _____	Foreign Tax: _____	Foreign Tax: _____
Total Amount Owing Including Taxes: _____		
Amount of Fees/Expenses: _____	HST: _____	GST: _____
	PST: _____	Foreign Tax: _____
Credit Tool Used: _____	Credit limit established: _____	Currency: _____

*Contract Frustration Insurance and Single Buyer Insurance Policies do not need to complete this section

Do you have any goods in inventory or work in progress related to this transaction? Yes No

General Comments / Experience:

Reason for Delay

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Cashflow | <input type="checkbox"/> Repudiation | <input type="checkbox"/> Export Permit | <input type="checkbox"/> Import Permit |
| <input type="checkbox"/> Conversion and Transfer | <input type="checkbox"/> Termination of contract | <input type="checkbox"/> War and Related Disturbances | |
| <input type="checkbox"/> Insolvency | Insolvency Date: _____ | Case Number: _____ | |
| <input type="checkbox"/> Dispute | | | |

Dispute Details:

Action Taken to Collect the Debt

- Buyer Contacted Directly
 Collection Agency

Collection Agency Name: _____

Complete Address: _____

Contact Name: _____ Telephone Number: _____

File Number: _____ Date Placed with Agency: _____

Has the Collection Agency made any recoveries? Yes No

Is this account presently in litigation? Yes No

- Legal Counsel Retained

Firm name: _____

Complete Address: _____

Lawyer Name: _____ Telephone Number: _____

- Other, please provide details / comments:

SECTION B - CLAIM AND REPRESENTATIONS

(If filing a claim, the Customer must sign below)

1. The Customer acknowledges, agrees, represents and warrants that:
 - (a) The Customer will decide what actions to take with respect to the Debt, in its absolute and sole discretion, and EDC shall have no liability in respect of any such decision.
 - (b) The Contract is insured under the Policy. The Customer is not in breach of any terms and conditions of the Policy and no exclusions set out in the Policy apply.
 - (c) Any information provided to EDC in connection with this Debt may be subject to the *Access to Information Act*.
 - (d) The Customer has duly performed and fulfilled all of its obligations under and in accordance with the Contract.
 - (e) The Customer owns and has good and sole legal and beneficial title to the Debt.
 - (f) The Customer has provided EDC with all relevant documents, agreements and information relating to the Contract or the Debt or otherwise existing among or between any of the Customer, the Buyer or any third party in relation to the Contract.
 - (g) There are no disputes whatsoever in respect of the Debt.
 - (h) EDC will, on the date that the claim is eligible for consideration under the Policy, process the claim accordingly;
 - (i) If the Debt is equal to or less than \$5,000, EDC may, in its discretion, process the claim in accordance with its *Express Claim Program* (please see (www.edc.ca/english/claims_filing_a_claim.htm) for additional details) and:
 - (i) the documents in support of this claim (evidence of debt, shipment, creditworthiness, etc.) are in the possession of the Customer and will be produced , at any time, upon request of EDC;
 - (ii) the Customer has engaged the services of the above Collection Agency with respect to recovery of the Debt;
 - (iii) EDC may audit, at any time, in its sole discretion, the Customer’s records in connection with this claim and/or any other claim processed under the *Express Claim Program*;
 - (iv) EDC may exclude the Customer from the *Express Claim Program*, at any time, in its sole discretion for any reason whatsoever;
 - (v) EDC may demand immediate reimbursement of any amounts paid under the *Express Claim Program* which EDC deems have been paid improperly or as a result of any misrepresentation herein and the Customer shall immediately comply with any such demand; and
 - (vi) The Customer hereby transfers and assigns to EDC or the appropriate Insurer (as defined in the Policy) the Customer’s rights in any amount owed to it in respect of the Debt. For Customers located in Quebec, the above assignment is not applicable as EDC follows the Quebec rules on legal subrogation.

Supporting Documentation Required (not applicable if submitting a claim for \$5,000 or less)

Please check and attach pertinent copies of documentation

- | | | |
|---|--|---|
| <input type="checkbox"/> Statement of Account | <input type="checkbox"/> Invoices | <input type="checkbox"/> Proof of Debt (i.e. purchase orders, contract) |
| <input type="checkbox"/> Proof of Shipment | <input type="checkbox"/> Relevant Correspondence | |
- Other Supporting Documentation (if applicable)
- Credit Information (if no EDC credit approval)
 - Proof of Insolvency
 - Other

Customer: _____

By: _____
Name:
Title:

Date: _____

By: _____
Name:
Title:

Date: _____

SECTION C - COLLECTION SERVICES AGREEMENT (the “Agreement”)

(If requesting Collection Services, the Customer must sign below)

This Agreement is made as of the date set out below between the Customer and Export Development Canada (“EDC”).

In consideration of the covenants and agreements herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with respect to the Debt the parties agree as follows:

1. Capitalized terms shall have the meanings given to them in Section A, and in this Agreement:
 - (a) “Collection Agency” means a third party debt collection service provider; and
 - (b) “Contract” means the agreement entered into between the Customer and the Buyer pursuant to which the Debt is owed to the Customer.
2. This Agreement applies only to the Debt set out in Section A.
3. EDC may, at no cost and in its sole discretion: (i) use commercially reasonable efforts to engage a Collection Agency on behalf of the Customer and strictly for this purpose, the Customer hereby appoints EDC as its agent; and (ii) monitor the activities of a Collection Agency engaged directly by the Customer, (“Collection Services”).
4. If EDC agrees to perform any Collection Services with respect to the Debt, it will notify the Customer within 5 business days of receipt of this Agreement executed by the Customer and:
 - (a) The Customer will provide EDC with evidence that the Contract was performed by the Customer.
 - (b) The Customer shall communicate directly with, and instruct, the Collection Agency and may copy EDC on all communications and instructions. However, the Customer alone shall make any decision to proceed or not proceed with a course of action.
 - (c) The relationship of EDC and the Collection Agency is not one of agency or partnership and EDC shall not be held liable to the Customer with respect to: (i) the selection of the Collection Agency, or (ii) any breach of contract or any applicable law or negligent, fraudulent or illegal act or omission of the Collection Agency.
 - (d) The Customer hereby consents to any exchange of information or documentation between: (i) EDC and the Collection Agency with respect to any matter relating to the Debt, and (ii) EDC, Coface SA, Canada Branch (“Coface”) and the Collection Agency with respect to any matter relating to the Debt where the Debt is insured by Coface under joint policies issued by EDC and Coface or under the Domestic Supplemental Insurance Policies issued by Coface.
 - (e) The Customer acknowledges that all information provided to a Collection Agency located in the USA may be subject to the laws of the USA including, but not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001.
 - (f) Any information provided to EDC in connection with the Debt may be subject to the *Access to Information Act*; and
 - (g) The Customer represents and warrants that the Contract is insured under the Policy and that the Customer is not in breach of any terms and conditions of the Policy.
5. The Customer agrees that it will pay all fees due to the Collection Agency in the manner required by the Collection Agency. If the Buyer is located in Canada or the United States, the Collection Agency fees will be 15% of all amounts recovered in respect of the Debt. If the Buyer is located in any other country, EDC will notify the Customer of the applicable fees and will not provide any Collection Services without the Customer’s consent. Other fees, to be agreed upon by the Collection Agency and the Customer, may be required for the performance of certain services by the Collection Agency.
6. If EDC has not paid a claim or indemnified the Customer under the Policy in respect of the Debt any amounts recovered and any expenses incurred in respect of the Debt shall be for the account of the Customer.
7. The Customer shall indemnify and save harmless EDC from and against any and all claims, suits, actions, liabilities, damages, set-offs, interest, costs, fees, charges or other expenses that may be brought against or incurred by EDC in connection with any reasonable and proper action that was taken by EDC in seeking to provide services hereunder with respect to recovery of the Debt, or that may have arisen out of an action or claim brought against EDC by the Buyer or any other party.
8. This Agreement may be terminated or suspended by either party immediately on notice to the other party.
9. Every notice, request, consent, approval, instruction, or agreement given or made hereunder shall be: (i) in writing, (ii) delivered to the other party by hand, sent by mail, transmitted by fax, or furnished by e-mail, and (iii) deemed to be have been given and received, if delivered by hand, upon delivery, if sent by mail, the earlier of a actual receipt and seven days after posting, if transmitted by fax or furnished by e-mail the date of transmission, in each case excluding Saturday or Sunday and any national or statutory holiday when the offices of the receiving party are closed for business. The mailing address, fax number and e-mail address for the Customer are as set out in Section A and for EDC: 150 Slater Street, Ottawa, Ontario K1A 1K3, Fax: (613) 598-2837, and email: DebtManagement@edc.ca.
10. All terms, representations, warranties, covenants and agreements contained herein shall survive the execution and delivery of this Agreement and shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns.
11. This Agreement is made under and will be governed by with the laws of the Canadian province or territory in which the Customer is located and the laws of Canada applicable therein and is not assignable by the Customer without the prior written approval of EDC.
12. The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément requis et acceptent par les présentes que ce document «Agreement» soit rédigé en anglais.
13. Neither the entering into of this Agreement, nor this Agreement, nor any action by EDC or failure to act by EDC in connection with this Agreement shall: (i) constitute an admission by EDC of liability under the Policy, (ii) constitute a waiver, or estoppel, by the parties with respect to any of their rights under the Policy or any recovery agreement or assignment agreement that has been or may be entered

into by the parties, (iii) constitute a guarantee of payment of any part of the Debt, or (iv) impose upon EDC any liability whatsoever to the Customer pursuant to this Agreement.

14. Any waiver by EDC of strict compliance with any term of the Policy or this Agreement shall not constitute a waiver of any subsequent failure of the Customer to comply with any term of the Policy or this Agreement as the case may be. No such waiver shall be effective unless given expressly and in writing by EDC.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing by both parties. This Agreement does not form part of the Policy. In the event, and to the extent, of any inconsistency between this Agreement and either (i) the Policy, (ii) any other agreement entered into between EDC and the Customer in connection with the Debt, the Policy or other agreement, as the case may be, shall prevail.

Supporting Documentation

Please check copies of documentation which Customer has attached

- Statement of Account (mandatory) Invoices Proof of Debt (i.e. purchase orders, contract)
- Proof of Shipment Relevant Correspondence Other Supporting Documentation (if applicable)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date first above written.

Customer: _____

EXPORT DEVELOPMENT CANADA

By: _____

By: _____

Name:
Title:
Date:

Name:
Title:
Date:

By: _____

By: _____

Name:
Title:
Date:

Name:
Title:
Date: