



DECLARATION AND ACKNOWLEDGEMENT
BCAP GUARANTEE - MID-MARKET PROGRAM

Export Development Canada (“EDC”)
150 Slater Street
Ottawa, ON K1A 1K3
Canada

Institution (on its own behalf or as Administrative Agent, as applicable): _____

Obligor (borrower): _____

Subject: EDC Suretyship(s) or Guarantee(s) _____

All capitalized terms used in this form defined in the Portfolio BCAP Guarantee Mid-Market Program Guarantee between EDC and the Institution (as amended or restated from time to time, the “**Agreement**” or the “**EDC Guarantee**”) have the meanings ascribed to them therein, except to the extent that such terms are defined or modified in this form or the context otherwise requires.

EDC may guarantee, in accordance with the terms of the EDC Guarantee, payment to the Institution of the amounts which the Obligor fails to pay pursuant to one or more agreements with the Institution (each a “**Transaction Agreement**”, collectively “**Transaction Agreements**”). The Obligor hereby:

- (a) Corruption – declares that, with respect to the business supported by the Transaction Agreements: (i) neither the Obligor, its affiliates*, nor, to the best of the Obligor’s knowledge (after reasonable inquiry in a manner consistent with reasonable commercial compliance practices), anyone acting on its or its affiliates’ behalf: (a) have been or will knowingly be party to any action in connection with the business supported by the Transaction Agreements which is prohibited by applicable laws dealing with bribery (including, without limitation, Canada’s Corruption of Foreign Public Officials Act (“CFPOA”)) which make it illegal for persons to, directly or indirectly, give, offer, or agree to offer a loan, reward, advantage or benefit of any kind to any person in order to obtain or retain an advantage in the course of business; (b) are currently under charge in a court or are formally under investigation by public prosecutors or, within the last five years, have been convicted in a court for violation of laws of any country against bribery (including, without limitation, laws against bribery of foreign public officials) or, have entered into any form of settlement or other arrangement, including without limitation any publicly-available arbitral award in connection with the violation of laws against bribery; (ii) upon request, it agrees to provide to EDC the identity of persons acting on the Obligor’s or its affiliates’ behalf in connection with the business supported by the Transaction Agreements and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons, the country or jurisdiction in which the commissions and fees have been paid or agreed to be paid; (iii) the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of the Obligor or its affiliates in connection with the business supported by the Transaction Agreements such as agents, is or will be, for legitimate services only; and (iv) it will notify EDC immediately should any of the foregoing representations no longer be true or accurate, upon a breach of any covenant contained herein;

*For the purpose of the business supported by the Transaction Agreements, affiliate means a person who is directly or indirectly controlled by the Obligor or by a person that also directly or indirectly controls the Obligor and who is connected to the business supported by the Transaction Agreements. For the purposes of the foregoing, control means de facto control.

(b) Environment, Social and Human Rights – declares that:

- (i) it is in material compliance with applicable environmental, social and human rights laws and regulations; and
- (ii) it is not aware of any significant or severe environmental, social and/or human rights risk associated with the business supported by the Transaction Agreements.

“Environmental, social and/or human rights risk” refers to any actual or potential adverse impacts on the environment, occupational health and safety, communities, and/or fundamental human rights or freedoms as stated in the International Bill of Human Rights, resulting from or associated with:

- a) the production or manufacturing of goods, sourced, produced, manufactured or sold by the Obligor or its affiliates, including foreign affiliates;
- b) services rendered by the Obligor and or its affiliates, including foreign affiliates; or
- c) the end use of goods produced, manufactured or sold by the Obligor or its affiliates, including foreign affiliates.

(c) Subrogation – (i) confirms that it is aware of, and consents to, one or more EDC Guarantees being granted to the Institution; (ii) acknowledges that it and any guarantor/surety of the obligations under the Transaction Agreements may become liable to EDC, either by way of subrogation of EDC to the rights of the Institution or by way of assignment to EDC thereof; and (iii) agrees to execute and deliver such documents and do all such things as may be necessary or desirable for EDC to benefit from such subrogation or assignment;

(d) Disclosure – agrees (i) that any obligation of EDC to maintain confidentiality shall be subject to the requirements of applicable law, regulation or legal process and Canada's and/or EDC's international commitments; (ii) to EDC's disclosure, following the signing of a Transaction Agreement of the following information: its name, the name of the Institution; the EDC financial service provided and date of the related agreement; a general description of the commercial transaction/project (including country); the amount of EDC support in an approximate dollar range; (iii) to the Institution's disclosure to EDC of any information of the Obligor, confidential or otherwise, including, without limitation, credit information, financial statements (audited and unaudited), payment history, business plans, business history and business organization; and (iv) to EDC's disclosure to the Institution of the existence of any EDC policy or program under which the Obligor has coverage; and

(e) Independent Legal Advice – understands the nature and effect of, and agrees to be bound by, the terms of this Declaration and Acknowledgement as set forth above, and either has obtained independent legal advice in relation to this Declaration and Acknowledgement or hereby waives such right.

The parties to this agreement have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette entente soit rédigée en anglais.

This Declaration and Acknowledgement may be executed in any number of counterparts, all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the undersigned has executed and delivered this Declaration and Acknowledgement.

I am authorized to bind the Obligor

I am authorized to bind the Obligor

Name (please print): _____

Name (please print): _____

Signature: _____

Signature: _____

Date: _____

Date: _____