



## Export Development Canada (EDC) Exporter Declaration, Acknowledgement, and Consent TRADE FINANCE OBLIGATIONS (“TFO”)

*EDC requires all exporters to sign this declaration, acknowledgement, and consent document. We use it to detect and deter financial crime risks, to prevent, mitigate and manage risks to the environment, people, and society, and to obtain required agreements, acknowledgements and consents, such as disclosure consent. Throughout this document, “I” refers to the person signing it on behalf of the Company and its Affiliates. By signing this document, the Company is agreeing to the declarations, acknowledgements, and consent contained in it.*

### **Corruption:**

*Organization for Economic Co-operation and Development (OECD) member countries such as Canada have agreed to take concerted action to fight bribery and corruption. EDC has a legal, corporate, and ethical responsibility to ensure it is not knowingly providing support to a transaction involving the offer, or giving, of a bribe.*

I declare that, with respect to the business supported by EDC:

- i. neither the Company<sup>i</sup>, its Affiliates<sup>ii</sup> nor, to the best of the Company’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 a Transaction<sup>iii</sup> that is prohibited by applicable laws dealing with bribery (including, but not limited to, [Canada’s Corruption of Foreign Public Officials Act](#)), 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; and
  - (b) other than what the Company has already disclosed in writing to EDC, 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, but not limited to, laws against bribery of foreign public officials) or, have entered into any form of settlement or other arrangement, including but not limited to any publicly available arbitral award in connection with the violation of laws against bribery;
- ii. upon request, the Company agrees to provide to EDC the identity of persons acting on the Company’s or its Affiliates’ behalf in connection with a Transaction, 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; and
- iii. the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of the Company or its Affiliates in connection with a Transaction, such as agents, is or will be, for legitimate services only.

### **Environmental, Social, and Human Rights:**

*EDC takes the environmental, social, and governance (ESG) commitments, as outlined in EDC's **Environmental and Social Risk Management Policy Framework**, seriously. EDC ensures that ESG considerations are embedded in all of EDC's activities.*

*EDC's customers and their Affiliates are expected to follow the Government of Canada's approach to **Responsible Business Conduct Abroad**. It incorporates the prevention, mitigation, and management of risks to the environment, people, and society into businesses' core activities.*

I declare that with respect to the business supported by EDC, the Company<sup>i</sup>, its Affiliates<sup>ii</sup> and to the best of the Company's knowledge, anyone acting on the Company or its Affiliates' behalf:

- i. is complying with applicable environmental, social, and human rights laws and regulations, other than what the Company has already disclosed in writing to EDC; and
- ii. is aware of the environmental and/or social risks<sup>iv</sup> (including human rights) connected to its business activities and is taking reasonable management actions<sup>v</sup> appropriate to the size and scale<sup>vi</sup> of the business to prevent and mitigate significant adverse impacts<sup>vii</sup>.

### **Disclosure and Consent:**

*EDC's Transparency and Disclosure Policy sets out EDC's requirements and standards for the routine disclosure of information related to its business activities and its support for individual financing, guarantee, and equity Transactions. Section 24.3 of the **Export Development Act** (the "Act"), requires EDC to treat non-publicly available information it obtains in relation to the customer as privileged and will not knowingly communicate, disclose, or make available such information for a purpose unrelated to a Transaction, except as may be disclosed in accordance with paragraph 24.3(2) of the Act.*

I agree that:

- i. EDC may disclose information to EDC's shareholder, employees, officers, directors, auditors, brokers, agents, advisors, consultants, service providers, legal counsel, and potential or actual reinsurers (including agents of EDC or any such reinsurers), insurer or co-insurers, and to the Company's financial institution, and as required by law, statute, rule, regulation, court order, legal process, and audit;
- ii. EDC may disclose reasonable suspicions of money laundering or of the financing of terrorist activities in accordance with the terms of the **Proceeds of Crime (Money Laundering) and Terrorist Financing Act**;
- iii. EDC may disclose information to law enforcement authorities where there are credible allegations or evidence that bribery was involved in the award or execution of an export contract, as per the recommendations of the **OECD Recommendation of the Council for Bribery and Officially Supported Export Credits**; and
- iv. EDC may disclose information to the World Trade Organization (WTO) in relation to any challenge under the **Agreement on Subsidies and Countervailing Measures**, and/or the **Export Credit Group of the OECD**, for the purposes of policy discussions and negotiations.

Any obligation of EDC to maintain confidentiality is subject to applicable law, regulation or legal process and Canada's and/or EDC's international commitments.

With respect to this document, I acknowledge and agree that:

- i. I am authorized to make the above declarations, acknowledgement, and provide the above consents on behalf of the Company and its Affiliates;
- ii. EDC relies on the truthfulness of this document, including when considering whether to provide future support to the Company. EDC may withhold support to the Company if there is any material inaccuracy in this document. If there's any conflict or inconsistency between this document and the terms of the agreements outlining EDC's support (the "EDC Product Agreements") for the Company, the terms of any EDC Product Agreements will prevail;
- iii. The Company will notify EDC if it becomes aware of any changes or breaches to the contents of this document;
- iv. EDC and its successors and assigns\* will rely on this document;

*\* A "successor" is usually, but not necessarily, a corporation or other entity resulting from some form of legal succession (for example, a reorganization, amalgamation, restructuring, merger, etc.) where that party assumes or takes on the rights and/or obligations of the original party.*

*An "assign" refers to a person or entity that receives the benefit of an assignment, surrender, or transfer of property, rights, or benefits from someone else (i.e. someone to whom an assignment is made).*

- v. This document may be executed and delivered in counterparts\*. Each counterpart will constitute an original, but when taken together will constitute a single instrument; and

*\* "Counterparts" means those additionally executed parts of one document which, when all put together, constitute the entire contract.*

- vi. The parties to this document have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette Déclaration et Reconnaissance soit rédigée en anglais.

Company: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

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

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

## Definitions

For purposes of this document the following terms have the meaning set out below:

<sup>i</sup> **Company** means the entity identified within the signature block.

<sup>ii</sup> **Affiliate** means an entity or person:

- i. in which the Company has a direct or indirect equity interest, or in respect of whom the Company has the power to direct or cause the direction of the management or policies (e.g. subsidiary);
- ii. which has a direct or indirect equity interest in the Company, or has the power to direct or cause the direction of the Company's management or policies (e.g. parent); or
- iii. which is related to the Company through a common third party which has:
  - (a) a direct or indirect equity interest in both that entity or person and the Company, or
  - (b) the power to direct or cause the direction of the management or policies of both that entity or person and the Company (e.g. sister company).

<sup>iii</sup> **Transaction** means one or more transactions entered into by the Company in the course of its business (such as the provision of goods or services), in connection with which EDC may provide insurance, guarantees, or otherwise support directly or indirectly.

<sup>iv</sup> **Environmental and/or social risks** mean any actual or potential adverse impacts on the environment (including climate, biodiversity, ecosystems and natural resources) and any actual or potential adverse impacts on any fundamental human right or freedom as stated in the [International Bill of Human Rights](#) (including labour and working conditions; community rights and wellbeing, health, safety and security; land acquisition and involuntary resettlement; and Indigenous Peoples) resulting from the business supported by EDC with any of:

- i. the Company or its Affiliates' production, manufacturing or sale of goods;
- ii. the Company or its Affiliates' known end use of the goods referred to above; or
- iii. services rendered by the Company or its Affiliates.

<sup>v</sup> **Reasonable management actions** mean the level of judgement, care, prudence, and action that a person or company would reasonably be expected to take to manage ESG risks and impacts. Depending on the circumstances, reasonable management actions may be determined by the Company in consultation with its internal management, external advisors, affected stakeholders, and industry standards and international best practices.

<sup>vi</sup> As an example of **size and scale**, the [UN Guiding Principles on Business and Human Rights](#) considers that a business should have policies and processes in place appropriate to its size and circumstances to address potential human rights risks connected to its business activities. These include, but are not limited to, relationships with suppliers, clients, contractors, and customers.

An appropriate human rights due diligence process should help companies address legal risks by showing that they took every reasonable management action to avoid involvement with an alleged environmental impact or human rights abuse, such as evaluating the end use of surveillance software and equipment.

<sup>vii</sup> **Significant adverse impacts** can include, but are not limited to:

- i. significant environmental risks that are:
  - (a) high in magnitude or wide-ranging in geographic extent, such as major spills or leaks that can't be easily contained, or alteration of a substantial proportion of a plant or animal species/populations or habitats;
  - (b) long-term in duration, such as negative air or water impacts that persist in the environment and have already or will cause harm to ecosystem health for two years or more; or
  - (c) irreversible or otherwise very difficult to remedy, such as species mortality, impacts on endangered species, or habitat loss or fragmentation in rare or sensitive areas.
- ii. severe social risks and human rights risks that have direct impacts on labour and working conditions, community health, safety and security which are:
  - (a) particularly grave in nature, such as threats to or loss of life, child/forced labour or human trafficking;
  - (b) widespread in scope, such as large-scale community resettlement or unsafe working conditions; or
  - (c) can't be remediated, such as torture, loss of health or the destruction of cultural heritage.