



## APPENDIX TO APPLICATION FOR PORTFOLIO CREDIT INSURANCE

### To EXPORT DEVELOPMENT CANADA:

I represent and warrant that I am duly authorized by the entity identified below (the “Applicant” and “my company”) to submit this application for insurance to EXPORT DEVELOPMENT CANADA (“EDC”) and, if applicable, COMPAGNIE FRANÇAISE D’ASSURANCE POUR LE COMMERCE EXTÉRIEUR – CANADA BRANCH (“COFACE”) and to make the following agreements, acknowledgements, declarations, confirmations and representations on behalf of my company.

I acknowledge that:

- (a) export sales will be insured by EDC under a policy issued by EDC;
- (b) Canadian sales (if any are insured), will generally be insured by COFACE under a separate policy issued by COFACE and administered by EDC; and
- (c) EDC will have no liability under any policy issued by COFACE and COFACE will have no liability under any policy issued by EDC.

I declare that:

- (a) the information contained in this application is true and correct and acknowledge that EDC and COFACE can each deny liability under their respective policies if the application contains any misrepresentation which is material to the insurance contract(s); and
- (b) my company does not have any policy of insurance or agreement providing coverage for a loss in respect of any sales which would be covered under any EDC or COFACE policy being applied for, and will not place any such coverage while the applicable EDC or COFACE policy is in place.

I acknowledge and agree that:

- (a) additional information may be required by EDC and/or COFACE prior to the issuance of any policy and that any such additional information will form part of the application; and
- (b) if my company has requested insurance coverage for its Canadian sales, EDC may disclose any information relating to the Applicant (including buyer information) to COFACE, COFACE’s subsidiary located in New Jersey, COFACE NORTH AMERICA INC., who is acting as agent for its parent company, COFACE, for this insurance, and to any regulatory body (in Canada or otherwise) having oversight over COFACE.

### Boycott

I declare that no sales to be insured under either policy, require or will require my company to:

- (a) engage in discrimination based on the race, national or ethnic origin or religion of any Canadian firm or individual;
- (b) refuse to purchase from or sell to any other Canadian firm or individual;
- (c) restrict its commercial investments or other economic activities in any country; or
- (d) refuse to sell any Canadian goods and services to, or buy any goods or services from, any country.

### Sanctions

I confirm that neither my company, nor its shareholders, nor any of its affiliates\* nor any of its or their directors, officers, employees, agents or representatives is a Sanctions Target (as defined below). I also represent and covenant that neither my company, nor any of its directors, officers, or, to the best of my company’s knowledge, any of its affiliates\*, is or will become engaged, directly or indirectly, in any activity which is prohibited under the Sanctions, where “Sanctions” means the economic or financial sanctions imposed by Canada or the United States of America or any of their respective governmental institutions, agencies and subdivisions; and “Sanctions Target” means an individual or entity that is, or is owned or controlled by, or is acting on behalf of a person that is, the subject of any Sanctions.

\*For the purpose of the Sanctions section above, “affiliate” means: (a) an entity that is directly or indirectly controlled by your company or by a person that also directly or indirectly controls your company; or (b) a person that directly or indirectly controls your company; and “control” means de facto control.

## Anti-Corruption

- a. I declare that neither my company, nor its affiliates, nor, to the best of my company's knowledge (after reasonable inquiry in a manner consistent with reasonable commercial compliance practices), anyone acting on my company's or affiliates' behalf in connection with the business to be supported by EDC and COFACE:  
(i) have been or will knowingly be party to any action which is prohibited by applicable laws dealing with bribery (including without limitation, 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; (ii) 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;
- b. Upon request, I agree to provide to EDC and COFACE the identity of persons acting on behalf of my company and its affiliates in connection with the business to be supported by EDC and COFACE 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;
- c. I further confirm to EDC and COFACE that the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of my company and its affiliates, such as agents, in connection with the business to be supported by EDC and COFACE is or will be, for legitimate services only; and
- d. I will notify EDC and COFACE 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 Anti-corruptions section above, "affiliate" means: (a) an entity that is directly or indirectly controlled by your company or by a person that also directly or indirectly controls your company; or (b) a person that directly or indirectly controls your company; when either person participates or is involved in the business to be supported by EDC and COFACE For the purposes of the foregoing "control" means de facto control.

## Dual-use Goods

I acknowledge that the export of dual-use goods or services may be subject to specific regulatory restrictions and I declare that either my company does not sell dual-use goods or services or, if it does sell such goods or services, my company has obtained any export authorizations required by applicable laws and regulations. For purpose of this paragraph "dual-use goods or services" are items or technologies which are normally used for civilian purposes but which may have military applications.

## Fraud

I acknowledge that any person who (intending to defraud or knowing that he or she is facilitating a fraud against an insurer) submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

## Environment

I declare that:

- a. my company is in material compliance with applicable environmental, social and human rights laws and regulations; and
- b. I am not aware of any significant environmental and/or social risk or human rights risk associated with the business to be insured under the policy being applied for.

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

- i. the end use of goods produced, manufactured or sold by my company or its affiliates, including foreign affiliates;
- ii. the production or manufacturing of goods produced, manufactured or sold by my company or its affiliates, including foreign affiliates; or

- iii. services rendered by my company and/or its affiliates, including foreign affiliates.

**Disclosure**

I consent and agree to the disclosure by EDC and COFACE of any non-publicly available information provided to EDC and COFACE by my company in connection with the business insured (the "Company Information"):

- (a) to an entity which has a direct or indirect equity interest in EDC or COFACE, to its employees, officers, directors, brokers, agents, advisors, consultants, service providers, legal counsel and potential or actual reinsurers, insurers and co-insurers;
- (b) pursuant to the requirements of law, regulation, legal process, and audit, as applicable to EDC or COFACE, as the case may be; and
- (c) in the case of EDC, pursuant to EDC's and Canada's international commitments.

This consent constitutes my written consent, on my company's behalf, pursuant to any confidentiality agreement signed between EDC and/or COFACE and my company or pursuant to applicable laws to disclose Company Information.

**Broker**

Until EDC receives written notification from my company to the contrary, I authorize EDC to provide the brokerage firm identified in the application (the "Broker"), with all information, correspondence and documentation ("Company Information") which is also available to my company, concerning any insurance policy(ies) issued or managed by EDC on the basis of this application. I agree to EDC using any technology as EDC may choose from time to time for purposes of providing the Policy Information to the Broker. I further agree that EDC may allow the Broker to take the following steps on behalf of my company with respect to any such policy(ies):

- a. manage credit limits in respect of buyers, including requesting reductions and cancellation of credit limits;
- b. request that countries or payment terms be added to, or removed from, coverage;
- c. report when payments from buyers are overdue;
- d. submit claims; and
- e. make requests for changes to coverage and policy documents.

**Access to Information and Privacy**

I acknowledge that all information collected by EDC is subject to the federal *Access to Information Act* and the *Privacy Act*; customer and personal information are protected and disclosed by EDC in accordance with these Acts.

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**Name of Applicant**

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**Name and signature of duly authorized signatory**

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**Date**