



APPLICATION FOR EDC ADVANCE PAYMENT INSURANCE POLICY (CapEX)

SECTION A – CUSTOMER PROFILE

Legal Name of Customer : _____

Street Address: _____

City: _____ Province/Territory: _____ Postal Code: _____

Website: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ - _____ - _____ Fax: _____ - _____ - _____ E-mail: _____

CUSTOMER SALES INFORMATION

Projected Sales and Export Information for next 3 fiscal years (starting after the fiscal year most recently completed):	Year (___ / ___ / ___) Day / Month / Year	Year (___ / ___ / ___) Day / Month / Year	Year (___ / ___ / ___) Day / Month / Year
Total Sales (in CAD)	\$ _____	\$ _____	\$ _____
Export Sales (in CAD)	\$ _____	\$ _____	\$ _____

1. Do you have signed Export Contracts^{a?} Yes No
 - a. If yes, what percentage of the Goods/Services^b will be exported by you outside of Canada within the next 3 years?
Percentage: %
2. Do you have a strategy to export the Goods/Services^{b?} Yes No
 - a. If yes, what percentage of the Goods/Services do you expect will be sold by you to foreign buyers within the next 3 years?
Percentage: %
3. Do you have Indirect Export Sales^{c?} Yes No
If yes, what percentage of the Goods/Services will be exported within the next 3 years?
Percentage: %

- (a) Export Contracts means (a) signed contracts with foreign buyers, or (b) purchase orders submitted by foreign buyers and accepted by you, in each case for the sale of the Goods/Services.
- (b) Goods/Services means the finished goods and/or services that will be produced by you with the equipment that is the subject of the Policy being applied for.
- (c) Indirect Export Sales means the Goods/Services sold by you to Canadian buyers that are (i) directly exported by such buyers, or (ii) used in the manufacturing process of finished goods/services that are directly exported by such buyers

SECTION B – SUPPLIER CONTRACT PROFILE

References to "Supplier" and "Contract" in this Section B of the Application mean the supplier and the contract described below.

Legal Name of Supplier: _____

Street Address: _____

City: _____ Prov/Terr/State: _____ Country: _____

Website: _____

CONTRACT INFORMATION

Contract Description: _____

Has the Customer entered into the Contract indirectly through a foreign subsidiary, joint venture, or other entity? Yes No
If "Yes", the Customer's direct or indirect ownership percentage of the foreign entity is _____% and the entity is located in _____ (City), _____ (Country). If the foreign entity is not wholly-owned by the Customer, the full legal name and location (City and Country) of any additional owners of the foreign entity are: _____

Contract Status: Bid Stage: Tender Date: _____ (day) _____ (month) _____ (year)
(check one)

Signed: Date: _____ (day) _____ (month) _____ (year)

Contract Price: Currency: _____ Amount: _____

Estimated date of the first advance payment: _____ (day) _____ (month) _____ (year)
Period

Estimated date the goods will be shipped by the Supplier and come under your control: Date: _____ (day) _____ (month) _____ (year)

SECTION C – POLICY ADMINISTRATION

In case your Contract is in a currency other than CAD, USD, and Euro, in which currency would you like the policy administered ?
CAD USD Euro

Does your financial institution require any claim payments to be directed to them with a direction to pay ? Yes No

If yes, please provide the financial institution information :

Name of the financial institution: _____

Street Address: _____

City: _____ Province/Territory: _____ Postal Code: _____

Contact Name: _____ Contact Title: _____

Telephone: _____ - _____ - _____ Fax: _____ - _____ - _____ E-mail: _____

SECTION D – CONFIRMATION OF LANGUAGE PREFERENCE

The Customer has explicitly requested and agreed that this Application and the documentation related thereto be written in the English language. Le Client a expressément demandé et accepté que le présent formulaire et toute documentation s'y rattachant soient rédigées dans la langue anglaise.

SECTION E – AGREEMENTS, REPRESENTATIONS, AND WARRANTIES

The Customer declares, acknowledges, covenants, represents, and warrants that:

Confirms Information Contained in the Application is True and Correct

(1) the information contained in this Application is true and correct, and acknowledges that EDC is entitled to deny liability under its EDC Advance Payment Insurance Policy in the event that this Application contains a misrepresentation;

Understands Additional Information May Be Required

(2) it understands that additional information may be required by EDC prior to the issuance of an offer in relation to the support requested in this Application and that, when supplied, any such additional information will form part of this Application;

Confirms Supplier is Not Related

(3) the Supplier under the Contract is not an Affiliate, where Affiliate means a person: (a) who has a direct or indirect equity interest in the Customer, or a person in whom the Customer has a direct or indirect equity interest, (b) who is related to the Customer through a common third party's direct or indirect equity interest in both that person and the Customer, (c) who, or whose direct or indirect

owners, has a family relationship with the Customer or the Customer's direct or indirect owners, or (d) who has any other kind of relationship with the Customer which could give rise to a concern on the part of a reasonable insurer that the Customer might not behave as a prudent buyer with respect to purchases from such person, to the detriment of the Insurer;

Confirms Compliance with Applicable Laws Dealing with Bribery

(4) With respect to any business which is the object of an EDC Advance Payment Insurance Policy :

1. Neither the Customer, its Affiliates, nor, to the best of the Customer'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 which is prohibited by applicable laws dealing with the bribery (including without limitation, Canada's *Corruption of Foreign Public Officials Act*), which makes 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, has 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 (collectively, "Proceedings");
2. Upon request, the Customer agrees to provide to EDC the identity of persons acting on behalf of the Customer and its Affiliates 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;
3. The Customer further confirms to EDC that the commissions and fees paid, or agreed to be paid, to any natural or legal person acting on behalf of the Customer and its Affiliates, such as agents, is or will be, for legitimate services only; and
4. The Customer shall notify EDC immediately should any of the foregoing representations no longer be true or accurate, upon a breach of any covenant contained herein or the occurrence in the future of any Proceedings.

Confirms Contract Does Not Contain Discriminatory Wording

(5) the Contract does not contain any clauses or provisions requiring the contracting party to: (a) engage in discrimination based on the race, national or ethnic origin or religion of any person, (b) refuse to purchase from or sell to any other Canadian firms or individuals, (c) restrict commercial investment or other economic activity in any country, (d) produce any document (sometimes called a "negative certificate of origin") which by its terms confirms that particular goods or services have not originated from specific firms or places, (e) refuse to sell any goods and services to or buy any goods or services from, any country except that the Customer may define the country of origin of the goods and services, of specified non-Canadian origin that would be prohibited entry if imported directly, or (f) make a statement of fact to the effect that the party has not, or does not, deal with a named country, unless such statement is accompanied by a clause establishing clearly that such statement is not an indication of intent restricting such party's actions;

Confirms Not Aware of Any Circumstance Likely to Give Rise to a Loss

(6) it is not aware of any circumstance likely to give rise to a loss under any of the forms of EDC support requested in this Application;

Understands Offer Not Effective until Associated Premium or Fee is Paid

(7) if it is satisfied with the terms of any offer of support that EDC may send to it after reviewing the request for support outlined in this Application, it understands that in order to accept any such offer, in addition to any other condition, it must pay the associated premium or fee before the offer expires, in order for such offer to become effective;

Confirms Compliance with the Terms of the Contract

(8) neither the Supplier nor the Customer has defaulted in its obligations towards the other under any contract in the past ninety (90) days and there is no dispute;

Confirms that Supplier has Technical Capability to Perform

(9) it has followed its normal business practice to satisfy itself that the Supplier has the technical capability to meet its obligations under the Contract.

Environment, Social and Human Rights

(10) The Customer and its Affiliates are in material compliance with applicable environmental, social and human rights laws and regulations and are not aware of any significant or severe environmental, social and/or human rights risk associated with the business which is the object of the Advance Customer Insurance Policy. "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:

1. the production or manufacturing of goods sourced, produced, manufactured or sold by the Customer or its Affiliates, including foreign Affiliates;
2. services rendered by the Customer or its Affiliates, including foreign Affiliates; or
3. the end use of goods produced, manufactured or sold by the Customer or its Affiliates, including foreign Affiliates.

Keeping Corruption Out and Combating Discrimination

As reflected in Section E(4) of this Application, under the auspices of the Organization for Economic Co-operation and Development (OECD), countries such as Canada, have agreed to take a concerted action to fight corruption. As such, legal measures to deter corruption are now in place in leading trading nations. Effective since 1999, Canada's *Corruption of Foreign Public Officials Act* makes it a criminal offence under Canadian law to bribe a foreign public official in the course of business. Businesses convicted under the Act face heavy fines and individuals can be sentenced to a maximum of five years in jail. EDC has a legal, corporate, and ethical responsibility to ensure it is not knowingly providing support to a transaction involving the offer or the giving of a bribe.

As reflected in Section E(5) of this Application, Canadian Government policy calls for the denial of government support and assistance with respect to transactions where the parties have agreed to accept boycott provisions in contravention of this policy. Accordingly, if the Customer makes a false declaration with respect to Section E(5), EDC reserves the right to impose sanctions on the Customer as EDC deems appropriate and reasonable in the circumstances.

For more information on these and other EDC Corporate Social Responsibility initiatives and practices, please visit EDC's website at www.edc.ca.

For purposes of this Section E, "Affiliate" means: (a) a person that is directly or indirectly controlled by the Customer or by a person that also directly or indirectly controls the Customer; or (b) a person that directly or indirectly controls the Customer, when either person participates or is involved in any business which is the object of the Customer Payment Insurance Policy being applied for.

Consent to Disclose

It consents and agrees to EDC's disclosure of (1) all non-publicly available information provided to EDC in connection with the policy being applied for and (2) any documentation issued by EDC (the "Information"), to or pursuant to the following: (a) to the broker, if any, identified in Section F below, (b) to EDC's shareholder, employees, officers, directors, brokers, agents, advisors, consultants, legal counsel and potential or actual reinsurers, insurers and co-insurers (including affiliates, directors, officers, employees, professional advisors, auditors, reinsurers, or agents of any such reinsurers, insurers, or co-insurers), (d) pursuant to the requirements of law, regulation, legal process and audit, (e) pursuant to EDC's and Canada's international commitments, or (f) to the extent required for EDC to comply with applicable laws. Moreover, the Customer acknowledges 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 in accordance with those Acts. The foregoing consent will serve as its written consent to disclose the Information for the purpose of any present or future confidentiality agreement between it and EDC (notwithstanding anything to the contrary contained in any such confidentiality agreement) or for the purpose of any applicable laws.

SECTION F – BROKERS

Do you have an insurance broker that will be involved in the administration of the policy ? Yes No

If yes, please confirm the following information:

Legal Name of Broker:	_____
Street Address:	_____
City:	_____ Province/Territory: _____ Postal Code: _____
Contact Name:	_____ Contact Title: _____
Telephone:	____ - ____ - _____ Fax: ____ - ____ - _____ E-mail: _____
Website:	_____

SECTION G SIGNATURE

IN WITNESS WHEREOF, the Customer has affixed its corporate signature, attested by its proper officer in that behalf, to this Application.

Date Signed: _____ (day) _____ (month) _____ (year)

Authorized Signature: _____
Title: _____

Name (please print): _____