

APPENDIX TO APPLICATION

APPLICANT DECLARATION

General

I represent and warrant that I am duly authorized by the entity identified in the "Company Information" section above ("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. any 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 (which includes the Export Declaration, Acknowledgement and Consent) 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 this 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, 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. 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) a person 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.

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.

Broker

Until EDC receives written notification from my company to the contrary, I authorize EDC to provide the brokerage firm identified in this application (the "Broker"), with all information, correspondence and documentation ("Policy 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.

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.

Export Development Canada (EDC) Exporter Declaration, Acknowledgement, and Consent

EDC requires all exporters to accept the following Exporter Declaration, Acknowledgement, and Consent (EDAC). 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 the EDAC, "I" refers to the person accepting it on behalf of the Company and its Affiliates. By accepting the EDAC, 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 and/or Compagnie Française d'Assurance pour le Commerce Extérieur – Canada Branch ("COFACE") (as applicable):

- i. neither the Companyⁱ, its Affiliatesⁱⁱ 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 Transactionⁱⁱⁱ 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 and/or COFACE 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.

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 and COFACE may disclose information to an entity which has a direct or indirect equity interest in EDC or in COFACE, 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 and COFACE 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 and COFACE 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 Exporter Declaration, Acknowledgement, and Consent (EDAC) , I acknowledge and agree that:

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

** 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. The parties to the EDAC have expressly requested that it be drawn up in English. Les parties ont expressément demandé que cette Déclaration et Reconnaissance soit rédigée en anglais.

Definitions

For purposes of the EDAC, the following terms have the meaning set out below:

- i **Company** means the entity identified in the “Company Information” section above.
- ii **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).
- iii **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 and, if applicable, COFACE may provide insurance, guarantees, or otherwise support directly or indirectly.
- iv **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 and, if applicable, COFACE, 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.
- v **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.
- vi 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.
- vii **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.

☐ I Agree

Name	
Title	
Authorized Signature	
Date	