



APPENDIX TO APPLICATION FORM FOR ACCOUNTS RECEIVABLE INSURANCE

To Export Development Canada:

We (the "Applicant") acknowledge that export sales will be insured by Export Development Canada ("EDC") and, if Canadian sales are insured, they will be insured by Compagnie Française d'Assurance pour le Commerce Extérieur – Canada Branch ("Coface"). The Applicant acknowledges that the liability of EDC and Coface under the policy will be separate and not joint.

The Applicant declares that: (i) the information contained in the application is true and correct and acknowledges that EDC and Coface (the "Insurer(s)") could deny liability under the policy if the application contains any misrepresentation which is material to the insurance contract; and (ii) the Applicant does not have any policy of insurance, guarantee or agreement providing coverage for a loss in respect of any contracts of sale which would be covered under the policy being applied for, and will not place any such coverage while the policy is in place.

The Applicant acknowledges that additional information may be required by the Insurer(s) prior to the issuance of a policy and agrees that any such additional information and this Appendix will form part of the application. If the Applicant has requested insurance coverage for its Canadian sales, the Applicant acknowledges and agrees that EDC may disclose any information relating to the Applicant (including buyer information) to Coface and Coface's New Jersey subsidiary, Coface North America, Inc., who is acting as agent for its parent company Coface for this insurance.

The Applicant further declares that with respect to the business to be supported by the Insurer(s): (a) neither the Applicant, nor its affiliates*, have been or will knowingly be party to any action which is prohibited by applicable criminal laws dealing with the bribery of public officials, including *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 a foreign public official in order to obtain or retain an advantage in the course of business; (b) neither the Applicant, nor its affiliates, nor, to the best of our knowledge, anyone acting on the Applicant's or its affiliates' behalf, are currently under charge in a court or, within the last five years, have been convicted in a court for violation of laws against the bribery of foreign public officials of any country and, (c) upon request, the Applicant agrees to provide to the Insurer(s) the identity of persons acting on the Applicant's and its affiliates' behalf and the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons.

*For the purpose of this Appendix, affiliate means: (i) a person that is directly or indirectly controlled by the Applicant or by a person that also directly or indirectly controls the Applicant; or (ii) a person that directly or indirectly controls the Applicant; and for the purposes of the foregoing, control means de facto control.

The Applicant also declares that it is not aware of any significant environmental risk associated with the business to be insured under the policy. "Environmental risks" refer to any potential adverse effects on the environment or communities outside Canada resulting from such business insured by EDC – either i) with the end use of goods produced or manufactured by the Applicant and exported from Canada or with the production or manufacturing outside Canada of goods which are sold by the Applicant; ii) with the production, manufacturing and/or end use of goods produced or manufactured by the Applicant's foreign affiliates outside Canada; or iii) with services rendered for buyers outside Canada by the Applicant or foreign affiliates of the Applicant.

The Applicant consents and agrees to EDC's disclosure of all non-publicly available information provided to EDC by the Applicant in connection with its support under the policy being applied for (the "Information") to (a) EDC's shareholder, employees, officers, directors, brokers, agents, advisors, consultants, legal counsel and potential or actual reinsurers, insurers and co-insurers, and (b) pursuant to the requirements of law, regulation, legal process, and audit, and (c) pursuant to EDC's and Canada's international commitments. The foregoing consent shall constitute the Applicant's written consent pursuant to any confidentiality agreement signed between EDC and the Applicant or pursuant to applicable laws to disclose the Information. **The Applicant has explicitly requested that the application and this Appendix be in English. Le client a expressément demandé et accepté que la présente proposition et son annexe soit en anglais.**

Until EDC receives written notification from the Applicant to the contrary and with respect to the policy and any Domestic Supplementary Insurance Policy that may be issued by Coface SA, Canada Branch to the Applicant in connection with the policy (collectively the "Policies") the Applicant authorizes EDC to provide the broker identified in the application (the "Broker") with: (i) access to all information and documentation concerning the Policies which is hereafter made available to the Applicant on designated EDC website pages; and (ii) all information, documents and correspondence requested by the Broker concerning the Policies which is also available to the Applicant.

NAME OF APPLICANT

AUTHORIZED SIGNATURE OF APPLICANT

DATE

150 Slater Street, Ottawa, ON K1A 1K3
Return completed form to: brokers@edc.ca
www.edc.ca

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