FINANCIAL GUARANTEE

**The Bank (as defined under section 1.1 below), the Borrower (as defined under section 1.2 below) and, if any, the Guarantor (as defined under section 1.3 below) (each of them considered as an “Applicant” for the purpose of this application form), which are wishing a financial guarantee to be issued by Credendo[[1]](#footnote-2), are invited to fill in this application form.**

Application form for financial guarantee

The Bank has entered into a Master Risk Participation Agreement (‘MRPA’) on      /     /      with Credendo. The MRPA governs the contractual relationship between the Bank and Credendo, in addition to this duly completed and signed application form.

Unless the context otherwise requires, capitalised terms used in this application form shall have the meaning set forth in the MRPA.

In addition to the duly completed and signed application form, the Bank is to provide Credendo its internal analysis note and other relevant information on the presented transaction such as their internal Cost of Funding.

1. General information about the transaction
   1. Information relating to the Bank

|  |  |
| --- | --- |
| * Name |  |
| * Booking location |  |
| * Contact person |  |
| Name |  |
| Telephone |  |
| Email |  |

* 1. Information relating to the Borrower

|  |  |
| --- | --- |
| * Name |  |
| * Legal form |  |
| * Address |  |
| * VAT number |  |
| * Date of establishment |  |
| * Contact person |  |
| Name |  |
| Telephone |  |
| Email |  |
| * Ultimate parent company |  |
| * Sector of Borrower |  |
| * Description of activity |  |

* 1. Information relating to the Guarantor (if any)

|  |  |
| --- | --- |
| * Name |  |
| * Legal form |  |
| * Address |  |
| * VAT number |  |
| * Date of establishment |  |
| * Contact person |  |
| Name |  |
| Telephone |  |
| Email |  |
| * Ultimate parent company |  |
| * Sector of Guarantor |  |
| * Description of activity |  |

* 1. Experience of the Bank with the Borrower/Guarantor (amount, payment experience, duration, etc.)

* 1. Information relating to the credit agreement

|  |  |
| --- | --- |
| * Type of Facility |  |
| * Purpose of the Facility |  |
| * Total facility amount | currency       amount |
| * Amount underwritten by the Bank | currency       amount |
| * Tenor |  |
| * Repayment profile |  |
| * Securities/Covenants |  |
| * Covenants |  |
| * (Expected) signing date |  |

* 1. Information relating to the remuneration

|  |  |
| --- | --- |
| * Flat fees |  |
| * Interest rate |  |
| * Commitment fees |  |

* 1. Environmental and social impact of the financing (Possible additional questions may be raised)
* Does the concerned credit agreement contribute to finance a ‘green project’ which includes, but is not limited to, projects focussed on renewable energy, energy efficiency, pollution prevention and control, sustainable management of natural resources, biodiversity conversation, sustainable water management, clean transport, or building green buildings?  Yes  No
* If yes: is the Applicant applying for the Credendo Green Package?  Yes  No
* If yes: is the concerned credit agreement aligned with the European Taxonomy?  Yes  No
* If yes: the Applicant will provide Credendo the necessary information to prove alignment of the concerned transaction with the European Taxonomy.
  1. Information relating to the requested Credendo participation

|  |  |
| --- | --- |
| * Participation amount | currency       amount |
| * Participation percentage |  |
| * Tenor |  |
| * Final take of the Bank | currency       amount |

1. Data protection

Each Applicant is responsible for the processing of personal data it implements to fulfil its obligations in the framework of the conclusion and performance of a potential financial guarantee. Such processing is mainly in relation to information about its representatives insofar as they are natural persons.

If applicable, Credendo may send all or part of these personal data notably to any reinsurer, insurer or broker for the purpose of the performance of a potential insurance policy.

Each Applicant guarantees compliance of such processing with the applicable legal and regulatory provisions on data protection. In particular, the Applicant only collects and sends Credendo data relating to natural persons/third parties (buyers/debtors, natural persons who are points of contact for the buyer/debtor, directors and/or shareholders of the buyer/debtor or third parties, etc.) in compliance with the aforementioned legal and regulatory provisions, notably by informing such persons of the potential transmission of their data within the framework of the conclusion and performance of a potential financial guarantee, including the information mentioned in the section ’Declaration by the Applicant(s)’ in Annex, in particular in terms of combatting bribery.

Such representatives/natural persons have access to Credendo’s data protection charter, notably in order to exercise the specific rights granted to them (right of access, correction, etc.): charter available online at: <https://www.credendo.com/legal-disclaimer>.

Each Applicant acknowledges that Credendo reserves the right to consult any lawful source of financial or legal information regarding its representatives/natural persons when such consultation is required to fulfil its duty of care and obligation to perform a solvency check, which are related to the conclusion of a potential financial guarantee.

1. Declaration

Each Applicant certifies that currently:

* the Borrower is not in difficulty (as defined in Annex);
* the Borrower has no payment arrears on its outstanding credits, taxes or contributions to social security; and
* the Borrower isn’t the subject of a credit restructuring by any bank.

Each Applicant declares, for itself and to the best of its knowledge, that, to date, the information provided above in relation to the financial guarantee is accurate and provides a full picture of the details of the concerned credit agreement (the “Transaction”), including but not limited to any fact or circumstance that may impact the Transaction.

Each Applicant shall advise Credendo as soon as possible of any modification and/or additional information to the information provided above in respect of the Transaction.

If the Bank has applied for the Credendo Green Package under section 1.7 of this application form, the Bank acknowledges and declares, under its own responsibility and based on its own analysis, that the Transaction complies with the principles and requirements of the European Taxonomy.

Each Applicant also declares that, with the exception of what was declared by such Applicant and confirmed by Credendo in any special declaration, for itself and to the best of its knowledge:

* neither it nor any natural or legal person (such as agents) acting on its behalf in connection with the Transaction has been or is engaged in bribery of foreign or domestic public officials or in bribery in the private sector;
* the commissions and fees paid, or agreed to be paid, to any natural or legal person (such as agents) acting on its behalf in connection with the Transaction have been, are or will be paid for legitimate purposes only;
* it is aware of the legal consequences of bribery in international business transactions, as stipulated in the following laws and regulations (“Bribery Legislation”):

the Act of 9 June 1999 approving the Convention on combating bribery of foreign public officials in international business transactions, signed on 17 December 1997 in Paris;

the Bribery Prevention Act of 10 February 1999; and

international and Belgian criminal law related to (i) bribery of foreign and domestic public officials, in particular Chapter IV of the Belgian Criminal Code, “Bribery of public officials” (Articles 246 to 253 of the Belgian Criminal Code), and (ii) bribery in the private sector, in particular Articles 504bis and 504ter of the Belgian Criminal Code;

* it, and any natural or legal person acting on its behalf in connection with the Transaction, comply with the Bribery Legislation and with the relevant domestic laws applying to the Transaction which prohibit bribery in the public and private sectors in the country(ies) where they are conducting business, and shall continue to comply with those laws for the duration of the financial guarantee;
* neither it nor any natural or legal person acting on its behalf in connection with the Transaction is listed on the publicly available debarment lists of one of the multilateral financial institutions, such as the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development and the Inter-American Development Bank;
* neither it nor any natural or legal person acting on its behalf in connection with the Transaction:

is currently under charge in any court or formally under investigation by public prosecutors for violation of laws against bribery of any country; and/or

within a five-year period preceding this application, has already been convicted for violation of laws against bribery of any country, or has been subject to equivalent measures, or has been found guilty of bribery.

Each Applicant undertakes to notify Credendo without delay in the event that such a situation should occur.

Each Applicant will disclose, upon the first written request of Credendo: (i) the identity of any natural or legal person (such as agents) acting on its behalf in connection with the Transaction, (ii) the amount and purpose of commissions and fees paid or to be paid to such persons and (iii) the country(ies) or territory(ies) in which the commissions and fees have been or are to be paid.

Finally, each Applicant declares that it has taken note of the [OECD Guidelines for Multinational Enterprises](https://www.oecd.org/daf/inv/mne/48004323.pdf), the [United Nations Global Compact Initiative](https://www.unglobalcompact.org/what-is-gc/mission/principles) and the [United Nations Guiding Principles on Business and Human Rights](https://www.business-humanrights.org/en/big-issues/un-guiding-principles-on-business-human-rights/) and acknowledges that it will endeavour to apply, to the fullest extent possible and to the best of its ability, appropriate management control systems, and the related principles of responsible business conduct and good governance, in its business and in all the countries in which it operates.

Done at      , on      /     /     .

**For the Bank:**

|  |  |
| --- | --- |
| Name: | Name: |
| Position: | Position: |

**For the Borrower:**

|  |  |
| --- | --- |
| Name: | Name: |
| Position: | Position: |

**For the Guarantor (if any):**

|  |  |
| --- | --- |
| Name: | Name: |
| Position: | Position: |

Annex

A **Borrower** is considered to be **in difficulty** if at least one of the following circumstances occurs[[2]](#footnote-3):

* In the case of a limited liability company (other than an SME that has been in existence for less than three years), where more than half of its subscribed share capital has disappeared as a result of accumulated losses.
* Where the Borrower is subject to collective insolvency proceedings or fulfils the criteria for being placed in collective insolvency proceedings at the request of its creditors.
* Where the Borrower has received rescue aid and has not yet reimbursed the loan or terminated the guarantee, or has received restructuring aid and is still subject to a restructuring plan.

* In the case of an undertaking that is not an SME, where, for the past two years:

the undertaking's book debt to equity ratio has been greater than 7,5; and

the undertaking's EBITDA interest coverage ratio has been below 1,0.

1. Credendo shall mean Delcredere | Ducroire, a public body governed by the law of 31 August 1939, acting under the trade name Credendo – Export Credit Agency. [↑](#footnote-ref-2)
2. Article 2(18) of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 187, 26.6.2014, pp. 1–78 (as amended)). Article 2 (14) of Commission Regulation (EU) No 702/2014 of 25 June 2014 declaring certain categories of aid in the agricultural and forestry sectors and in rural areas compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 193 of 1.7.2014, p.1). Article 3 (5) of Commission Regulation (EU) No 1388/2014 of 16 December 2014 declaring certain categories of aid to undertakings active in the production, processing and marketing of fishery and aquaculture products compatible with the internal market in application of Articles 107 and 108 of the Treaty (OJ L 369 of 24 December 2014, p. 37). [↑](#footnote-ref-3)