**Application Form**

**Financial Guarantee PUSH STRATEGY**

To the kind attention of SACE S.p.A.

|  |  |
| --- | --- |
| **Venezia – Mestre ⁯** | **Bologna ⁯** |
| Viale Ancona, 26 - 30172 Venezia - Mestre | Via M.E. Lepido, 182/2 - 40132 Bologna |
|  |  |
| **Milano ⁯** | **Roma ⁯** |
| Via A. De Togni, 2 - 20123 Milano | Piazza Poli, 37/42 - 00187 Roma |
|  |  |

Applicant:

Address:

Contact person: Telephone No.:

Fax No.: E-mail/Certified Email[[1]](#footnote-1):

Application for:

|  |
| --- |
| - Financial Guarantee |

|  |
| --- |
| IMPORTANT INFORMATION FOR THE COMPLETION OF THE FORM  *Representations and/or information marked with a star (\*) are only required in presence of transactions related to a specific contract and shall not be furnished in case of credit not tied to a commercial transaction.* ***The Applicant has the obligation to immediately as soon as he is aware notify any changes of not purely formal nature in the information and representations provided pursuant to this Application Form.***  ***By signing this Application Form, the Applicant acknowledge that he may not, in any communications or exchange of documents with SACE, rely on the issuance of an insurance cover or guarantee until SACE S.p.A. has provided written and final confirmation that its competent bodies have approved the insurance cover or guarantee. Furthermore, the Applicant acknowledges that, in addition to such approval, the issuance of an insurance cover or guarantee by SACE S.p.A. is subject to, inter alia: (i) delivery of documents in form and substance satisfactory to SACE S.p.A.; (ii) the positive conclusion of a due diligence process, including customary KYC/anti-bribery checks; and (iii) no material adverse change occurring in the political, economic and financial situation of the country relevant to the transaction.***  ***The Applicant, assuming full liability respectively, moreover acknowledge that SACE may rely on the information and representations received in order to consider the potential issuance of an insurance cover or guarantee. Thus, the Applicant warrant that all the information and representations provided in this Application Form and/or in the course of the preliminary analysis of the transaction are and shall be accurate, true and complete in any material respect, and declare that they are aware of the legal consequences of misrepresentations in relation to the information and representations provided herein and the provisions of the criminal code regarding fraud and fraud by false representation.***  ***The Applicant represents that they have received the document entitled “KNOW YOUR CUSTOMER: REPUTATIONAL INFORMATION” and acknowledges, each insofar as it concerns itself: (1) their information undertakings provided therein, confirming the obligation to provide, upon SACE’s request, the information available to them; and (2) the rights of the interested parties and SACE provided therein.***  ***The Applicant further undertakes, according to articles 1892 and 1893 of the Italian civil code, each insofar as it concerns itself, to provide to SACE accurate, true and complete information which are consistent with written declarations provided by third parties.*** |

|  |  |
| --- | --- |
| **1. PARTIES[[2]](#footnote-2)** |  |
| * + - 1. i. APPLICANT BANK[[3]](#footnote-3)   *(Corporate name, Address)* |  |
| ii. AGENT BANK[[4]](#footnote-4)  *(Corporate name, Address)* |  |
| * + - 1. BORROWER   *(Corporate name, Address)* |  |
| * + - 1. GUARANTOR   *(Corporate name, Address)* |  |
| * + - 1. OTHER GUARANTEES OR FORMS OF SUPPORT FOR THE TRANSACTION |  |

|  |  |
| --- | --- |
| **2. LOAN AGREEMENT** | |
| 1. Amount   (specify currency) |  |
| 1. Purpose / scope |  |
| * 1. Execution date |  |
| * 1. “*Use of Proceeds Clause*”. (funds financed are to be used to pay the Commercial Contract signed with the Exporter) | **Yes/No** |
| * 1. Anti-bribery clause containing obligations of the Borrower/Guarantor to pre-pay the loan and indemnify any damages in the event the Borrower/Guarantor is responsible of bribery offences. |  |
| * 1. Date of entry into force |  |
| * 1. Availability period |  |
| * 1. First (expected) Drawdown Date |  |
| * 1. Credit interest rate (%) (fixed or floating and eventual margin) |  |
| * 1. Reimbursement schedule | *(fill the attached Disbursement and Reimbursement Schedule)* |

|  |  |
| --- | --- |
| **3. GUARANTEES** | |
| 1. Guarantee over the loan |  |
| - portion guaranteed[[5]](#footnote-5) (%) |  |
| - type of guarantee  (Letter of guarantee, other) |  |
| - Requirements  (unconditional, irrevocable, first demand) |  |
| - Methods for the resolution of disputes  (applicable law, seat in the event of arbitration, competent jurisdiction if ordinary courts) |  |
| 1. Collateral / Other Security | **Yes/No**  *(If Yes, describe type, characteristics and methods of enforcement)* |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **5. FURTHER INFORMATION FOR THE ASSESSMENT OF THE RISK** | | | | | |
| 1. Remuneration of the transaction[[6]](#footnote-6): Commissions and Fees paid by the Borrower (%)   (Arrangement-Management-Commitment-Agency- if other, specify) | TYPE | % or AMOUNT | | BORROWER | |
| 1. Syndication | **Yes/No** *(If Yes, list participant banks, their registered office and the respective participation amounts)* | | | | |
| 1. Uncovered portion to be borne by the Applicant[[7]](#footnote-7) | **Yes/No** *(If Yes, specify whether wholly or partially; if No, specify any counter-guarantees as per the following scheme)* | | | | |
| POLITICAL EGL | | COMMERCIAL EGL | | TYPE |
| - exporter  - third party  (specify) | |  | |  |
| 1. Other information | ***Provide any additional information, even if not required in this form, which may be useful for the overall evaluation the transaction and the assessment of the risk profile.*** | | | | |
| 1. EGL[[8]](#footnote-8) for which cover is being applied for[[9]](#footnote-9)   - private entity  - sovereign entity | - only commercial EGL  - only political EGL  - commercial and political EGL  - commercial and political EGL | | | | |
| 1. SACE S.p.A. Remuneration:   - method of payment  - paid by: | 100% at the time of execution of the Policy/Guarantee  TBD % at the time of execution of the Policy/Guarantee and TBD % as part of interest paid by the borrower  Borrower  Insured Party  other: | | | | |
| 1. Election of domicile (Process Agent) [[10]](#footnote-10)   *(this section is mandatory when Applicant is a bank which is not resident in Italy)* | *Please specify the address of the domiciled office* | | | | |

**PARTIES INFORMATION**

|  |
| --- |
| **1. APPLICANT BANK**  Specify if: Foreign Bank Italian Bank  Corporate name:  Corporate form:  Legal Address:  Zip Code: City: Country:  Administrative offices address (if different):  Zip Code: City: Country:  (1) VAT Code or equivalent information: *Codice Fiscale*:  ABI/ABA: CAB: Date of incorporation:  (2) SWIFT Code:  **Person in charge of relations with SACE[[11]](#footnote-11):**  Name:  Address:  Zip code: City: Country:  Telephone N°: Fax N°: E-mail/Certified E-mail: |

1. Compulsory information.
2. Compulsory information for foreign Applicant Bank.

|  |
| --- |
| **2. BORROWER[[12]](#footnote-12)** |
| Corporate name:  Corporate form: Date of incorporation:  Legal Address:  Zip Code: City: Country:  Telephone N°: Fax N°: E-mail/Certified E-mail:  Web Site:  Administrative offices address (if different):  Zip Code: City: Country:  SWIFT Code (if bank): |

|  |
| --- |
| **3. GUARANTOR** |
| Corporate name:  Corporate form: Date of Incorporation:  Legal Address:  Zip Code: City: Country:  Telephone N°: Fax N°: E-mail/Certified E-mail:  Web Site:  Administrative offices address (if different):  Zip Code: City: Country:  SWIFT Code (if bank): |

|  |
| --- |
|  |

***In the event SACE S.p.A. issues an insurance product, all information provided in this Application Form will be construed in accordance with articles 1892 and 1893 of the Italian Civil Code.***

*The representation with a triple star (\*\*\*) is only requested when the debtor being financed is a sanctioned entity pursuant to article 5, paragraph 1 and 2, of EU Regulation 833/2014 concerning restrictive measures against Russia, as amended and supplemented.*

1. The Applicant represents that all information provided in this Application Form is true and that it is not aware as to whether any information has been withheld, omitted or modified.
2. The Applicant undertakes to promptly notify SACE of any variation, which may occur subsequently to the completion of this Application Form.
3. The Applicant acknowledges that SACE is under an obligation to keep all the information provided to it in this Application Form private and confidential, except if the information is necessary to protect SACE’s own interests or is required by competent Authorities. SACE may disclose any information concerning the guaranteed transaction (i) to its ultimate shareholder, holding, subsidiary, parent and affiliate companies; (ii) to providers of reinsurance/counter guarantee or any form of risk enhancement (including their agents, brokers and consultants) subject to such persons undertaking confidentiality obligations with SACE (unless they are subject to professional duties of confidentiality), (iii) for the purposes of the State guarantee in favour of SACE pursuant to article 32 of law-decree n. 91/2014 converted into law 116/2014, (iv) following any payment due under the Insurance Policy, or (v) with the consent of the Applicant, not to be unreasonably withheld.
4. The Applicant is aware that, in order for the Insurance Policy to be valid, the supply contract and any guarantee which may be granted must comply with Italian and foreign law and, in particular, administrative and criminal laws, including Italian Legislative Decree 231/2001.
5. To the best of its knowledge, the Applicant represents, to all legal effects, that[[13]](#footnote-13):

* no judgment or preventive measure has been issued or taken against it in the last five years for a violation of international anti-bribery laws pursuant to the OECD (Organization for Economic Cooperation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “**Convention**”); or
* on [•], a judgment was issued against it for a violation of international laws against bribery of foreign public officials pursuant to the Convention.[[14]](#footnote-14)
* no judgment or preventive measure has been issued against any agent and/or representative acting on its behalf in relation to the transaction in the last five years for a violation of international laws against bribery of foreign public officials pursuant to the Convention; or
* on [•]**,** a judgment was issued against one or more agents and/or representatives acting on its behalf in relation to the transaction for a violation of international laws against bribery of foreign public officials pursuant to the Convention.26
* no legal proceedings are currently being brought against it for a violation of international laws against bribery of foreign public officials pursuant to the Convention; or
* legal proceedings are currently pending against it for a violation of international laws against bribery of foreign public officials pursuant to the Convention.28
* no legal proceedings are currently being brought against any agent and/or representative acting on its behalf in relation to the transaction for a violation of international laws against bribery of foreign public officials pursuant to the Convention; or
* legal proceedings are currently pending against one or more agents and/or representatives acting on its behalf in relation to the transaction for a violation of international laws against bribery of foreign public officials pursuant to the Convention.28
* it has never been included on any debarment lists of the World Bank or other International Organisation; or
* it is included on the debarment list(s) of the World Bank or other International Organisations.28
* it is not a Sanctioned Person nor it is owned or controlled by, or it has acted on behalf of or for, Sanctioned Persons[[15]](#footnote-15); or
* it is a Sanctioned Person or it is owned or controlled by, or it has acted on behalf of or for, Sanctioned Persons.15

1. The Applicant represents that:

* it has adopted its own code of ethics and organisational model pursuant to Italian Legislative Decree 231/2001; or if the Applicant has not adopted its own code of ethics:
* it is fully aware of and agrees with the SACE Code of Ethics adopted in the framework of its organisational model pursuant to Italian Legislative Decree 231/2001 and undertakes to fully comply with it terms.

1. The Applicant represents and undertakes that nor itself nor any of its agents and/or representatives have committed or shall commit violations of international laws against bribery of foreign public officials pursuant to the Convention in relation to the transaction for which it is requesting SACE support.
2. The Applicant accepts that all notifications and/or documentation sent by SACE shall be considered valid and effective if addressed to the email and/or certified email address and/or address indicated in this Application Form.
3. The Applicant represents that the financing falls within the application of[[16]](#footnote-16):

* EU Regulation 692/2014, concerning restrictive measures against Crimea, as amended and supplemented, and that it is in the process of notifying the competent authority;
* EU Regulation 833/2014, concerning restrictive measures against Russia, as amended and supplemented, and that it is in the process of requesting the necessary authorization from the competent authority;
* EU Regulation 359/2011 and/or EU Regulation 267/2012, concerning restrictive measures against Iran, as amended and supplemented, and that it is in the process of requesting the necessary authorization from the competent authority;

(\*\*\*)

* EU Regulation 833/2014, concerning restrictive measures against Russia, as amended and supplemented, and that the financing falls within the exception provided for under article 5(3) of EU Regulation 833/2014, as amended and supplemented.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the legal representative or a duly authorised person)

The Applicant declares that it has read the information sheet[[17]](#footnote-17) – made available pursuant to article 13 Legislative Decree no. 196 of 30 June 2003 (the “Infosheet”), the contents of which constitute an integral part of this declaration of consent and that it has disclosed the Infosheet to any third party to whom it provides information. The consent is also granted for the fulfilment of similar procedures when a request for the establishment of future relations is made.

The Applicant consents to the use of the personal data for the purposes described in points 1, 2, 3, 4 and 5 of the Infosheet.

Regarding the use of personal data for the purposes of section 6 of the Infosheet, the Applicant:

gives its consent denies its consent

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the legal representative or a duly authorised person)

1. Please note that SACE reserves the right  to send communication and/or documents to the e-mail or certified e-mail address indicated in the representations. [↑](#footnote-ref-1)
2. For each party, specify to which group it is a part of. [↑](#footnote-ref-2)
3. The financing institution under the Loan Agreement or, in the event of a syndicate of lenders, the lead manager/agent of the syndicate. [↑](#footnote-ref-3)
4. The bank, which upon specific mandate from the Applicant, on behalf of such Applicant and acting with the responsibility of an agent, makes the

   disbursements and verifies that the documentation required for disbursement is in form and substance satisfactory. [↑](#footnote-ref-4)
5. In the event of more than one guarantor, please specify whether joint and several or otherwise. [↑](#footnote-ref-5)
6. Specify fees applied to the transaction and party(ies) paying such fees [↑](#footnote-ref-6)
7. To be filled only for Insurance Policy application [↑](#footnote-ref-7)
8. Event Generating Loss (EGL) [↑](#footnote-ref-8)
9. To be filled only for Insurance Policy application. [↑](#footnote-ref-9)
10. Please list the domiciled persons, authorised to receive any communications or notifications, including judicial documents from SACE relating to the transaction described in this Form. [↑](#footnote-ref-10)
11. Indicate address where all notifications from SACE shall be sent, specifying the corporate name only if different from that of the “Applicant Bank” and/or

    the Borrower. [↑](#footnote-ref-11)
12. In the event of more than one borrower and/or guarantor, fill out the relevant camps for each of these. [↑](#footnote-ref-12)
13. PLEASE TICK RELEVANT BOX(ES) [↑](#footnote-ref-13)
14. *In such a case, in addition to the Application Form, the Applicant must issue to SACE, in a separate letter, a legal report indicating (i) the date of the charge/measure/proceedings, the competent authority, the object and parties subject to the charge/measure/proceedings, (ii) the replacement of top management and/or of all/any individuals subject to the charge/measure/proceedings, (iii) the duty to keep SACE informed on evolution/outcomes of the charge/measure/proceedings in the event of new developments and to provide SACE, upon request, a copy of the judgment of the Courts, (iv) the information concerning the adopted Code of Ethics and Organizational Model 231.* [↑](#footnote-ref-14)
15. Sanctioned Persons means persons which are subject to an economic and commercial sanction or any other restrictive measure by the Office of Foreign Assets Control of the US Department of Treasury (OFAC) or any equivalent measure by the European Union, United Kingdom or United Nations, including sanctions imposed on states, organizations and other person under the foreign and security policy of the European Union. [↑](#footnote-ref-15)
16. Applicant should provide the declaration applicable to it and if the notification or authorization has been granted, a conformed copy must be attached to this application form. [↑](#footnote-ref-16)
17. Available on the SACE website under the section *Application Form.* [↑](#footnote-ref-17)