

Section 1. Representations and undertakings in relation to Anti Bribery

The undersigned, as ☐ Applicant ☐ Exporter to its knowledge, it represents, to all legal effects, that:	
1. judgment or administrative, interdictory and/or preventive measure has been issued or taken, in the last ten years, against it or against any agent and/or representative acting on its behalf in relation to the transaction, for a violation of laws in relation to (i) anti-bribery pursuant to the OECD (Organization for Economic Cooperation and Development) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the “ OECD Convention ”), (ii) domestic anti-bribery, (iii) anti-bribery in the private sector and/or (iv) Legislative Decree 231/2001.	☐ YES ☐ NO <i>If yes, specify:</i> 1. <i>details of the sanctions imposed;</i> 2. <i>date of the judgement/measure;</i> 3. <i>parties involved.</i>
2. legal proceedings and/or formal investigations by public prosecutors are currently pending against it or against one or more agents and/or representatives acting on its behalf in relation to the transaction for a violation of laws against bribery pursuant to the OECD Convention, domestic anti-bribery laws, anti-bribery in the private sector laws and/or pursuant Legislative Decree 231/2001.	☐ YES ☐ NO <i>If yes, specify the details of the pending legal proceedings. The party undertakes to keep SACE informed of any developments and/or outcomes of such proceedings</i>
3. it is or any agent and/or representative acting on its behalf in relation to the transaction is included on the publicly available debarment list(s) of the World Bank or other Multilateral Financial Institutions. ¹	☐ YES ☐ NO <i>If yes, specify the name of the person included and its relevant role, together with details of the judgement/measure and/or proceedings.</i>
4. in the framework of its organizational, management and control system, it has adopted its own code of ethics and organizational model pursuant to Italian Legislative Decree 231/2001, to which is bound or, alternately, that it is fully aware of, and agrees with the fundamental principles of the code of ethics adopted by SACE in the framework of its organizational, management and control model pursuant to Italian Legislative Decree 231/2001 and undertakes to fully comply with its terms and that it is aware of the laws and regulations which govern SACE and its business operations	☐ YES ☐ NO
5. it has applied internal corrective and preventative measures and appropriate management periodical control systems that seek to prevent and deter bribery in international business transactions and that are supported by adequate training for staff, reporting mechanisms and internal audit procedures.	☐ YES ☐ NO

¹ Multilateral Financial Institutions are the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group..

Section 2. Representations and undertakings in relation to Export Control²

The undersigned, as ☐ Applicant ☐ Exporter to its knowledge, it represents, to all legal effects, that:	
Information on the parties involved	
6. it is a Sanctioned Person ³ or it is owned or controlled by, Sanctioned Persons.	☐ YES ☐ NO <i>If yes, specify the name of the Sanctioned Person and its relevant role, the restrictive measure to which he/she is subject, and the legal basis for the designation (e.g., inclusion in EU Sanctions Lists, SDN List, SSI List, Entity List).</i>
Information on the transaction	
7. the country of final destination of the supply/investment is included among those sanctioned by the EU or the USA	☐ YES ☐ NO <i>If yes, specify the Country</i>
8. a third-party End User (other than the foreign buyer) is involved in the transaction	☐ YES ☐ NO <i>If yes, confirm that such party is not a Sanctioned Person and/or it is not owned or controlled by, Sanctioned Persons</i>
9. a sovereign entity buyer (i.e. an entity linked or controlled by the State) is involved in the transaction ⁴	☐ YES ☐ NO <i>If yes, specify the award procedure carried out</i> ☐ international tender ☐ short-list tender ☐ private negotiations ☐ other: _____ <i>In case the commercial contract was not awarded through a tender procedure (e.g. private negotiation) were the methods of award compliant with the relevant public procurement legislation?</i> ☐ YES ☐ NO
10. disbursement abroad in relation to the execution of the Commercial Contract are envisaged: ⁵ If yes, specify the amount disbursed abroad Specify if such amount exceeds 10% of the Contract value	☐ YES ☐ NO ☐ YES ☐ NO <i>[specify the amount disbursed abroad]</i> ☐ YES ☐ NO <i>In case the amount exceeds 5%, specify</i>

² With the exception of the representation referred to in point 8), the representations contained in Section 2 fall under the sole responsibility of the Exporter.

³ Sanctioned Persons means persons which are subject to an economic and commercial sanction or any other restrictive measure (including trade, sectoral or asset freeze restrictions) issued and enforced by the United Nations, the European Union, the United Kingdom, the United States of America, or any other applicable jurisdiction.

⁴ To be retained only if represented by the Exporter

⁵ To be retained only if represented by the Exporter

	1. on what basis the payments were made and for which activities (e.g. agency fees, brokerage fees, other); 2. the name of the beneficiary of such fees; 3. if an agency agreement exists with such subject (please attach the relevant supporting documentation);
11. the commercial contract and/or the supply fall within the scope of: ⁶ 1. national, foreign, European and/or international laws and regulations applicable concerning dual-use items and/or technologies or military goods subject to export license pursuant to the applicable national and European laws and regulations ⁷ 2. in light of the parties involved in the transaction, the country of final destination, and/or the categories of goods and services covered by the commercial contract and/or supply, EU and USA Sanctions Programs imposing restrictive measures against certain countries. ⁸ 3. national, foreign and European laws and regulations in relation to control of export/import (hazardous chemicals; cultural goods; drugs and psychotropic substances; radioactive materials; waste; products containing dog and cat fur; endangered wild flora and fauna; ozone-depleting substances; products and equipment containing fluorinated greenhouse gases; food and food additives; genetically modified organisms)	☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO <i>If yes to any of the above items, provide in the note below the relevant details in relation to:</i> 1. the specific regulations applicable to the supply/contract;; 2. the type of authorization and/or notification [and/or other measure] and to the relevant competent authority pursuant to the applicable regulations (attach any relevant supporting documentation). NOTE
12. the commercial contract includes goods or services of United States origin or containing components of United States origin ⁹ If yes, please confirm that the goods are subject to control (EAR o ITAR¹⁰)	☐ YES ☐ NO ☐ YES ☐ NO <i>If yes, provide in the note below the relevant details in relation to:</i> 1. the specific regulations applicable to the supply/contract;;

⁶ To be retained only if represented by the Exporter

⁷ By way of example, EU Regulation 2021/821, Law no. 185/1990, Legislative Decree n. 221 /2017

⁸ By way of example, EU Regulation 833/2014 concerning restrictive measures against Russia; EU Regulation 359/2011 and/or EU Regulation 267/2012, concerning restrictive measures against Iran; EU Regulation 692/2014 concerning restrictive measures against Crimea; U Regulation 263/2022 concerning restrictive measures against the Ukrainian territories of Donetsk and Luhansk, EU Regulation 765/2006 concerning restrictive measures against the Belarus, and related implementing acts, as amended and/or supplemented from time to time, as well as , any other regulation imposing restrictive measures against certain countries

⁹ To be retained only if represented by the Exporter

¹⁰ I.e. Export Administration Regulations and International Traffic in Arms Regulations

	2. <i>the type of authorization and/or notification [and/or other measure] and to the relevant competent authority pursuant to the applicable regulations (attach any relevant supporting documentation).</i> NOTE
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Section 3. Representations and undertakings in relation to the Environment¹¹

Environmental and Social Declaration (to be completed where the aggregate amount of multiple contracts, or a single contract, DOES NOT exceed the threshold of EURO 10 million per Project/Site¹²)

Definitions:

- **“Environmental Threshold”**: EUR 10,000,000 aggregate for the same Project.
- **“Export Contract”**: as identified in [Annex 1 to the Application Form]¹³ / [Annex 1.A.B to the Borrower Certificate delivered on [●]]¹⁴ / [Schedule 1 attached to the Report requested under clause [...] of the Agreement delivered on [●]]¹⁵ to which this Declaration is attached
- **“Project/Site”**: refers to the production facility to which the supply under the Export Contracts is destined, together with its associated infrastructure, and which constitutes the subject of the environmental and social due diligence.

Representations

[The Borrower]¹⁶ / [the Buyer]¹⁷ represents and warrants that, with respect to each Export Contract financed or to be financed with the proceeds of the Loan Agreement as defined in the [Application Form] / [Borrower Certificate]:

- (a) each Export Contract complies with the declarations made in the Environmental and Social Declaration herein attached (**Schedule 1**) and that each Export Contract meets the requirements set forth therein;
- (b) the Project receiving the supply is identified in the relevant Export Contract and, as of the date of this representation, there are no additional Export Contracts intended for the same Project; if any exist, the aggregate amount of the Export Contracts related to such Project does not exceed the Environmental Threshold;
- (c) If it is subsequently determined that the Environmental Threshold for a Project has been exceeded, the related Export Contract shall either (i) be deemed ineligible, or (ii) [the Borrower]¹⁸/[the Buyer]¹⁹ shall provide all relevant environmental and social information as required by the Facility Agent and SACE in order to enable a satisfactory environmental and social due diligence prior to the Export Contract being deemed eligible²⁰.

This representation is made “to the best of its knowledge, having made due inquiry” [and shall be deemed repeated on each Utilisation Date].

SCHEDULE 1

A) Location and Sensitive Areas (within a 5 km radius)

The Project is not located within or near (within 5 km) sensitive areas such as:

- (i) National parks or areas protected under national laws or international regulations.
- (ii) Wetlands or forests with high biodiversity.
- (iii) Cultural heritage sites.

B) Social Factors and Human Rights (Project-related)

The Project does not involve:

- (i) Compulsory acquisition or expropriation of land.
- (ii) Resettlement of a significant number of people.
- (iii) Risk of forced labour.
- (iv) Employment of a high number of migrant workers that could lead to risks of so-called “modern slavery”.
- (v) Risk of child labour.
- (vi) Location in conflict areas²¹ (e.g., ethnic, religious, or political).
- (vii) Involvement of indigenous populations or other vulnerable minority groups.

C) Human Rights (Buyer-related)

Each Buyer has no records of any allegation or violation of human rights.

¹¹ An environmental assessment shall not be required in respect of contracts relating to commodities, spare parts or consumable materials and, accordingly, no Environmental and Social Declaration nor Environmental and Social Screening shall be required or submitted.

¹² “Project/site” refers to the production facility to which the supply under the Export Contracts is destined, together with its associated infrastructure, and which constitutes the subject of the environmental and social due diligence.

¹³ Relevant only for a drawdown relating to Tranche A Export Contracts to be financed under the Tranche A Reimbursement Loan or to Existing Tranche B Export Contracts to be financed by the Tranche B Reimbursement Loan.

¹⁴ Relevant only for a drawdown relating to Additional Tranche B Export Contracts financed by the Tranche B Reimbursement Loan or by Tranche B Disbursement Loan

¹⁵ Relevant only for a drawdown relating to Additional Tranche B Export Contracts financed by the Tranche B Advance Loan.

¹⁶ To be used only in case the Borrower is also the Buyer

¹⁷ To be used if the Buyer is different from the Borrower

¹⁸ To be used only in case the Borrower is also the Buyer

¹⁹ To be used if the Buyer is different from the Borrower

²⁰ Export Contracts destined to a Project classified by SACE as Category A, according to OECD Recommendation on Common Approaches, will be deemed ineligible.

²¹ For example, such areas may be identified by:

- the presence of an international or non-international armed conflict;
- the transition from an armed conflict to peace;
- widespread or serious human rights violations;
- political and social instability or repression; or
- institutional weakness or collapse of state infrastructure.

Environmental and Social Screening²² (to be completed where the aggregate amount of multiple contracts, or a single contract, exceeds the threshold of EURO 10 million per Project/Site²³)

To its knowledge, the Exporter represents, to all legal effects, that:	
Description of the supply	_____ _____ Exporter: _____ End-User: _____ Sector: _____
Description of the Project where supplies are destined (Project means the production facility or infrastructure where the supply will be used)	_____ _____ _____
Details of the Project where supplies are destined	Country _____ Location _____ ☐ Project exists and is operating ☐ New Project or Project under construction Production capacity is _____ Variation of production capacity is (in case of existing project) _____
Description of the Project site In addition, please specify, if: - It is an industrial area - It is in or near (5 km radius) sensible areas such as: (i) National Parks and other protected areas according to national laws or international regulations; (ii) wetlands, forest with high biodiversity value; (iii) sites with high archaeological or cultural heritage value.	_____ _____ ☐ YES ☐ NO ☐ YES ☐ NO
The Project involves: - Forced land acquisitions and/or expropriation - Resettlement of settlements, local communities or a significant number of affected people - Risk of forced labour - Employment of a high number of migrant workers (risk of the so called <i>modern slavery</i>) - Risk of child labour - Conflict areas (e.g. of ethnic, religious or political nature)²⁴ - Indigenous peoples or other vulnerable minority groups	☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO
Availability of environmental and social studies for the Project (please specify and attach to the form)	_____ _____ _____

²² Further E&S due diligence through additional info requests may be required following the review of the screening questionnaire.

²³ "Project/site" refers to the production facility to which the supply under the Export Contracts is destined, together with associated infrastructure, and which constitutes the subject of the environmental and social due diligence.

²⁴ For example, such areas may be identified by:

- (i) the presence of an international or non-international armed conflict;
- (ii) the transition from an armed conflict to peace;
- (iii) widespread or serious human rights violations;
- (iv) political and social instability or repression; or
- (v) institutional weakness or collapse of state infrastructure.

All information in this annex will be construed as provided in accordance with and pursuant to articles 1892 and 1893 of the Italian Civil Code.

Date and place

Signature
