



EDC USE ONLY:  
CI #:

# Application for Single Buyer/ Contract Frustration Insurance

Please complete this form and submit to EDC

## 1 CUSTOMER INFORMATION

Legal Name of Company "Applicant":			
Trade Name (if applicable):			
Street Address (Street, City, Province, Country and Postal Code):			
Type of Business:	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Trading House <input type="checkbox"/> Services <input type="checkbox"/> Contractor <input type="checkbox"/> Other _____		
Contact Name:	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms.	Title:	
Telephone:		Fax:	
E-mail Address:			
Sales Information:	Total Annual Sales \$ _____ Currency <input type="checkbox"/> USD <input type="checkbox"/> CAD Annual Export Sales \$ _____ Currency <input type="checkbox"/> USD <input type="checkbox"/> CAD Last Fiscal Year End (_____/_____/_____) Day/Month/Year		

## 2 BUYER INFORMATION

Legal Name of Buyer:			
Address (Street, City, Prov/State, Country and Postal/Zip Code):			
Telephone:		Fax:	
Contact Name:			

**3 TRANSACTION DETAILS**

<b>Coverage Amount:</b>	Coverage duration: <input type="checkbox"/> 0-180 days <input type="checkbox"/> more than 180 days  Coverage Amount Requested \$ _____ * Currency: <input type="checkbox"/> USD <input type="checkbox"/> CAD <input type="checkbox"/> Euro *The maximum amount the Buyer will owe you at any one time during the coverage duration selected above.  <input type="checkbox"/> One Contract/ Purchase Order Contract Price: \$ _____ Currency <input type="checkbox"/> USD <input type="checkbox"/> CAD <input type="checkbox"/> Other _____ OR  <input type="checkbox"/> Multiple Contracts/Purchase Orders
<b>Has the Applicant entered into the Contract(s) through a foreign affiliate, joint venture or other entity?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes <b>If yes, what is the nature of the affiliation?</b> <input type="checkbox"/> Wholly-owned <input type="checkbox"/> Less than wholly owned: _____ % of ownership <input type="checkbox"/> Sister Company <input type="checkbox"/> Parent Company <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other : _____	
<b>Legal Name of Affiliate:</b> _____ <b>Address of Affiliate</b> <b>(Street, City, State,</b> <b>Country, Postal Code):</b> _____	
<b>Coverage Start Date:</b>	Requested Coverage Start Date: ____/____/____ Day/Month/Year  <b>Does the latest due date under the transaction(s) fall within 180 days from the requested coverage start date above?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes
<b>Description of Goods or Services:</b>	
If cover for Goods is being applied for, will at least 60% of the Goods be Exported from Canada*? <input type="checkbox"/> No <input type="checkbox"/> Yes If cover for Goods is being applied for, will all the Goods be manufactured in Canada? <input type="checkbox"/> No <input type="checkbox"/> Yes If no, what percentage will be manufactured in Canada? _____  If cover for Services is being applied for, will at least 60% of the Services be performed abroad, by Canadians (who are paid in Canada) for the foreign buyer? <input type="checkbox"/> No <input type="checkbox"/> Yes  * Exported from Canada means that the goods cross the Canadian border for delivery to a destination specified by a foreign buyer.	
<b>Are you insuring any of your sales with another Credit Insurance provider?</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes If YES, has the other insurer turned down your credit request for this buyer? <input type="checkbox"/> No <input type="checkbox"/> Yes

<b>Terms of Payment:</b>	<p>Please indicate the terms of payment for the transaction(s): _____</p> <p>Is the payment from the buyer by way of irrevocable letter of credit: <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Is this your first sale to the buyer? <input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, please skip to section 4).</p> <p>In the past 2 years, has the buyer always paid you in full, no later than 60 days after the due date?  <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>What is the current outstanding balance with the buyer? \$_____</p> <p>Have you had prior transactions with this buyer with different payment terms? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>If Yes, what were those payment terms? _____</p> <p>Payment Experience:</p> <p><input type="checkbox"/> Slow 1-15</p> <p><input type="checkbox"/> 30 days overdue</p> <p><input type="checkbox"/> 31-60 days overdue</p> <p><input type="checkbox"/> 61 to 90 days overdue</p> <p><input type="checkbox"/> Over 90 days</p>
--------------------------	--

**4 DIRECTION TO PAY**  
**Do you wish to assign the proceeds of the Policy, if one is issued by EDC, to your Bank?**  
**If YES, please complete the banking information below:**

<b>Name of Bank:</b> (the "Bank")		<b>Branch address:</b>
<b>Bank Contact Name:</b>		<b>Title:</b>
<b>Telephone:</b>	<b>Fax:</b>	<b>Email:</b>

If EDC issues a Policy in response to this Application:

A) the Applicant hereby directs EDC to:

- (1) pay directly to the Bank any monies which may become payable to the Applicant pursuant to the policy (including any recoveries payable to the Applicant) as a result of a loss; and
- (2) provide the Bank with all information and documents requested by the Bank concerning the Policy which is also available to the Applicant, including, but not limited to, information concerning the Insured's compliance with the terms and conditions of the Policy, overdue reports, losses and claims.

B) the Applicant acknowledges that:

- 1) EDC may provide the Bank with access to information and documentation concerning the Policy which may now be available or may hereafter be made available to financial institutions on designated EDC website pages;
- 2) EDC may send directly to the Bank a copy of the Policy and copies of all correspondence concerning defaults under, and termination of, the Policy, in each case which is sent by EDC to the Applicant after the date the Policy is issued; and
- 3) this Direction to Pay may not be revoked by the Applicant without the written consent of the Bank. This Direction to Pay is not an assignment of the Policy and does not give the Bank any rights to file a claim or sue under the Policy.

## 5 PREMIUM PAYMENT

### Payment Method:

☐ Cheque ☐ Credit Card\*

\* If an offer for an insurance policy is made by EDC in response to this Application, an EDC representative will contact you to obtain your credit card information.

## 6 DECLARATIONS

The Applicant declares that:

It is legally incorporated or registered in Canada. The buyer is not currently overdue on any payments to the Applicant. It is not aware of any negative information on the buyer that would affect its creditworthiness.

No contract(s) of sale to be insured under a Single Buyer Insurance Policy or a Contract Frustration Insurance Policy (i) requires or will require the Applicant 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 Canadian firm or individual; (c) restrict its commercial investments or other economic activities in any country; (d) produce any document (sometimes called a 'negative certificate of origin') which says that particular goods or services have not originated from specific firms or places; or (e) refuse to sell any Canadian goods and services to, or buy any goods or services from any country, or (ii) contains or will contain a statement made by the Applicant, or requires or will require the Applicant to make a statement saying that the Applicant does not deal with a named country, unless it is clear that there is no intention to restrict the Applicant's right to deal with the named country.

With respect to the business to be insured by EDC: (a) neither the Applicant, nor its affiliates\*, have been or will knowingly be party to any action which is prohibited by applicable criminal laws with regard to bribery of foreign 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 give or 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 its 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 EDC 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. \*In this paragraph, "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; (ii) a person that directly or indirectly controls the Applicant; or (iii) are agents of the Applicant or of any persons described in sub-paragraphs (i) or (ii); and for the purposes of the foregoing, "control" means de facto control.

It is not aware of any significant environmental risk associated with the business to be insured by EDC. "Environmental risks" mean 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 which are sold by the Applicant, or (ii) with services rendered for buyers outside Canada by the Applicant.

The Applicant certifies that the information contained in this Application is true and correct, and acknowledges that: (i) such information is material to EDC's decision to issue a Single Buyer Policy or a Contract Frustration Insurance Policy, and (ii) EDC is entitled to deny liability under any such Policy in the event that this Application contains a misrepresentation. The Applicant understands that additional information may be required by EDC prior to the issuance of an offer in relation to the support requested in this Application and that, when supplied, any such additional information will form part of this Application.

The Applicant declares that the buyer is not a related buyer, where "related buyer" means a person who: (a) has a direct or indirect interest in the Applicant, or a person in whom the Applicant has a direct or indirect interest, (b) is related to the Applicant through a common third party's direct or indirect equity interest in both that person and the Applicant, (c) or whose direct or indirect owners, has a family relationship with the Applicant or the Applicant's direct or indirect owners, or (d) who has any other kind of relationship with the Applicant which could give rise to a concern on the part of a reasonable insurer that the Applicant might not behave as a prudent seller with respect to sales to such person, to the detriment of EDC.

To the best of the Applicant's knowledge after having undertaken reasonable investigation, at no time has EDC terminated a policy or denied an application for a policy in relation to: (i) the Applicant, or (ii) any company which has or had an officer or director of the Applicant as its officer or director.

## 7 BROKER INFORMATION

---

Legal Name of Broker: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province/Territory: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

## 8 CONSENT AND SIGNATURE

---

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 hereunder (a) to the Bank(s) identified above, as applicable, (b) to EDC's shareholder, employees, officers, directors, agents, advisors, consultants, legal counsel, and potential or actual reinsurers, co-insurers, and insurers, (c) pursuant to the requirements of law, regulation, legal process, and audit, (d) pursuant to EDC's and Canada's international commitments, and (e) to the Broker identified above, as applicable. Furthermore, by signing this form, the Applicant acknowledges and understands that all information collected by EDC is subject to the *Access to Information Act* and to the *Privacy Act*; information is collected, protected and disclosed by EDC in accordance with these Acts. **The Applicant has explicitly requested that this application be drafted in the English language. Le client a expressément demandé et accepté que la présente proposition soit rédigée dans la langue anglaise.**

Date Signed: \_\_\_\_\_

Authorized Signature of Applicant: \_\_\_\_\_

Name & Title (please print): \_\_\_\_\_