

CREDIT INSURANCE APPLICATION FORM

This document and its annexes are a translation into English language of the original document entitled “**Formulaire de demande d’assurance-crédit**” and is provided by Bpifrance Assurance Export for convenience only. Bpifrance Assurance Export has made its best effort to ensure that the information provided is as complete and correct as possible. Nevertheless, Bpifrance Assurance Export cannot be held responsible for any errors, mistakes, or discrepancies between this translated version and the original document and cannot be held liable for any loss or damage resulting out of reliance on this translation.

In the following document, some French legal concepts and terms are expressed in the English language. The concepts and terms used may not be identical to those described by the English legal terminology employed. Accordingly, those concepts and terms have the meanings ascribed to them under French law, irrespective of whether they are accompanied by their translations into French language.

For more information please contact assurance-export@bpifrance.fr

1. YOU

Applicant

Exporter (if different from the applicant)

Company name:

Address:

**Siret no. (14 digits)
(identification number):**

Turnover (€ M):

Contact person

Applicant

Exporter (if different from the applicant)

Mr/Ms:

Mr/Ms:

Tel:

Tel:

Email:

Email:

Bank (if known at the time the application is submitted):

Mr/Ms:

Mr/Ms:

Tel:

Tel:

Email:

Email:

2. SUBSIDIARITY

The legal provisions that regulate State credit insurance stipulate the subsidiarity principle to private insurance.

Have you had any contact with the private market? yes no

Comments (reason for submitting the application to **Bpifrance Assurance Export**):

3. YOUR EXPORT CONTRACT (*)

Characteristics of the contract

Purpose:

Buyer

Borrower (if different from the buyer)

Company name:

Status (public/private):

Address:
(head office)

**Registration no. /
Tax identification no.:**

Website:

Email:

Tel:

Country of buyer:

Country of end user (if different from buyer's country):

Contract value:

Contract currency:

Exchange value in €:

Conversion rate:

Payment currency:

Status of contract: Planned Project Entered into Concluded - Date: Entry in force - Date:

Fossil fuels**

Does your request for insurance cover the export of goods or services for an operation directly related to the exploration, production, transportation, storage, refining or distribution of coal or liquid or gaseous hydrocarbons, or the production of energy from coal?

yes no

If yes, please answer the following question: Does your operation have the effect of decreasing the negative environmental impact, improving the safety of existing facilities or their impact on health without increasing their life span or production capacity, or does it aim at the dismantling or conversion of these facilities?

yes no

Are the exported goods and/or technologies for military and/or dual use covered by French regulations and/or any other equivalent applicable foreign regulations?

yes no

Are the components of the exported goods for military and/or dual-use covered by French regulations and/or any other equivalent applicable foreign regulations?

yes no

If you have answered yes to at least one of the two questions above, please complete the "Certification of goods" attached to this declaration.

Co-contracting Subcontracting Direct payments "If and when" payments
Incoterms : CIF FOB others (specify) :

Does your contract include a price revision clause?

yes no

if yes: % of contract value:

Method of payment for price revisions:

cash credit

Is the operation taking place in the orange or red area of the Ministry for Europe and Foreign Affairs security map available on:

<http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays/> ? yes no

Are you sending any staff to the location concerned?

yes no

Can you specify the number of people, the length of their stay and any security measures planned or taken ?

For the purposes of this operation, is an agent acting on your behalf?

yes no

Has a contract with this agent been concluded?

yes no

Will a contract be concluded?

yes no

Bpifrance Assurance Export reserves its right to request the agent's contract at any time.

* see explanatory notice

** see article L 432-1 of the French Insurance Code as amended by the 2023 Budget Law (loi de finances 2023)

Name and address of the agent acting on your behalf for the purposes of this operation:

Has any remuneration been paid to this agent? yes no

Will any remuneration be paid for the purposes of this operation? yes no

What is the reason for paying this remuneration?

What are the amount of it and the payment terms?

Is the remuneration being paid in the agent's country? yes no

If not, in which country:

International call for tenders: yes no

Are you aware of any competition with one or more supplier(s)? yes no

If yes, which one(s) (name, nationality, terms of the tender, etc.):

Are you aware of any possible support from other credit insurers for this operation? yes no

If yes, which one(s) and on what terms:

Breakdown of the contract by currencies

	Accounting currency	Amount in accounting currency	Payment currency
National and foreign content			
Local content			

Breakdown of the contract by content [sale price for the French content (include the margin), cost price for the foreign and local content]] and execution periods (counted in months reckoned from entry into force "m")*

in EUR	French content	Foreign content	Local content	Execution in EUR (from m+ to m+)	
a) Studies - Services (Engineering, R&D, Training, etc.)				m+	m+
b) Civil engineering works				m+	m+
c) Components - Supplies				m+	m+
d) Assembly				m+	m+
e) Technical assistance				m+	m+
f) After-sales service					
g) Transport by sea					
h) Others transports					
i) Insurance and financial costs					
j) Others					
TOTAL					

Provisional acceptance(s)* : m+

Final acceptance(s)* : m+

We inform you that the opinion of the Direction Générale du Trésor (DG Trésor) will be required for the purpose of processing your application for cover if:

Company with a turnover of less than €150 M	Amount of export contract is greater or equal to €400 M
Company with a turnover greater or equal to €150 M	Amount of French content < Amount of foreign content
	Amount of export contract is greater or equal to €400 M

If your application meets the criteria in the table above, please attach the table of breakdown of the contract by content duly completed, available at the following address: <https://www.tresor.economie.gouv.fr/services-aux-entreprises/regles-encadrant-l-octroi-d-un-soutien-public-a-l-export>.

Foreign content in purchase price? (*)

Nature	Country of origin	Amount in €

Incurred expenses

For the purpose of this operation, are there or will there be any contract expenses incurred before the contract enters into force: yes no

Date on which expenses will begin to be incurred:

Nature of expenses (studies, purchases of supplies, etc.):

Amount of expenses:

Bonds

	Currency	Amount	% Contract value	Issuance	Release
bid bond				m+	m+
advance payment bond				m+	m+
performance bond				m+	m+
retention bond				m+	m+
other (specify):				m+	m+

Payment terms

	National and foreign content	Local content
% at order		
% at deliveries		
% during execution		
% at performance end (final delivery, provisional acceptance)		
% upon final acceptance		
others (specify)		
TOTAL		

Payment / financing modalities

Your commercial contract:

is payable in cash

is being financed (supplier credit, buyer credit, documentary credit with deferred payments)

Is it a project finance being used? * yes no

Based on statements payable at days

Bank transfer

Documentary credit

Date of issue:

Amount :

Issuing bank:

Confirming bank:

Supplier credit

Simple discounting of receivables

Discounting of receivables without recourse

Date of discounting / assignment agreement:

Bank assignment

Discounting / assignee bank:

Buyer credit

Lending bank:

With progress payments

Date of loan contract:

Financing currency:

Characteristics of the credit to be covered

	National and foreign content	Local content
% of credit		
Credit period (years)		
Starting point(s) of credit		

Repayments terms (Principal + Interest): Decreasing equal half-yearly quarterly other:

Rate Stabilization ("Stabilisation de taux"*): yes no

If yes which Stabilized Rate ("Taux Stabilisé")?

The contract involves a SME which is not a subsidiary of a large group and with a turnover of less than or equal to €150 M
yes > **CIRR ("TICR")***

The amount of the contract is less than or equal to €100 M with an execution period less than or equal to 4 years
yes > **CIRR ("TICR")***

The contract falls under the OECD Arrangement Appendices I to VII (ship, nuclear, civil aircraft, renewable energy, rail infrastructure, project finance) :
yes > Adjusted Rate* ("Taux Adapté") communicated on request (contact our department: d.a.i@bpifrance.fr)*

The amount of the contract is valued €100 M and €500 M with an execution period less than or equal to 4 years
yes > Constructed Rate* ("Taux Construit")

The amount of the contract is greater than €500 M or with an execution period longer than to 4 years
yes > **Adjusted Rate* ("Taux Adapté") communicated on request** (contact our department: d.a.i@bpifrance.fr)*

Maintaining of requested Stabilized Rate*:

Stabilized Contract Rate ("Taux Stabilisé au contrat") yes no

Stabilized Offer Rate ("Taux à l'Offre") yes no

Stabilized Rate after the signing date of the commercial Contract ("Taux Stabilisé sur contrat conclu") yes no

Stabilized Rate at the signing date of the Financing Contract ("Taux stabilisé au contrat de financement") yes no

Additional 4 months lock-in period (option)*: yes no

Capitalisation of interest during execution period: yes no

Capitalisation of premium: yes no

* see explanatory notice

Credit(s) without public support

Will there be any other credit(s)? yes no

	Lender / Institution	Credit insurer	Amount in €
International financing*			
Other credits			

Security/securities*

Will any securities be set up? yes no

Payment guarantee(s): yes no

	Guarantor no.1	Guarantor no.2
Name / Company name		
Address (company head office)		
Registration no. / tax reference		
Website		
Ownership link with buyer / borrower		

Collateral / asset-based
security/securities: yes no

Other
security/securities: yes no

4. REQUESTED GUARANTEES / INSURANCES*

Private debtor		Public or sovereign debtor
Political risk*	Commercial risk*	

4.1 - Insurances to exporters

During the export contract execution period

Contract interruption cover (*)			
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Maximum (€) (**):

Incl. (€): Corresponding to the amount of the advance payment bond

Incl. (€): Corresponding to the amount of the performance bond (***)

Incl. (€): Corresponding to the amount of the retention bond (***)

Incl. (€): Corresponding to the amount of the other bonds (***)

(***) Only when the bonds can be called during the execution period

or (*)

Receivables during the execution period (*)			
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Covered amount (€):

Cover of sum of receivables corresponding to deliveries payable during the execution period (*)

Intangible property / assets cover (*)

Services delivery cover (*)

At the end of and after the export contract execution period

Debt following completion of contractual obligations cover (*)			
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Terms due at the end of the contractual obligations (final delivery, provisional acceptance) (*)

Terms due upon final acceptance (*)

Supplier credit (*)

Bond commitment cover

Bond commitment cover (*)			
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Bid bond

Advance payment bond

Performance bond

Retention bond

Other bond (specify):

Cover of expenses incurred before the contract enters into force (*)			
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Amount (€):

4.2 - Guarantees to credit institutions

Buyer credit cover			
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Unconditional guarantee (*)			
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Discounting of supplier credit without recourse cover			
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Bank assignment of supplier credit cover			
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Documentary credit confirmation cover			
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5. OTHER PUBLIC GUARANTEES REQUESTED OR ENVISAGED

If request for cover already made

Market Prospection Repayable Advance

contract no:

Export Bond Insurance (exporter risk)

requirement no:

Working Capital Insurance (exporter risk)

requirement no:

Investment insurance

reference no:

Exchange risk insurance

reference no:

* see explanatory notice

** With regard to public works contracts or contracts with a significant local content, you can refer to the documents available under [this link](#) to help you determine the peak risk of the contract by constructing your risk curve and thus evaluate the amount of the maximum guaranteed limit requested.

6. SUBJECTION TO THE SAPIN 2 LAW

Is your structure subject to* the obligation to comply with Article 17 of Law n°2016-1691 dated 9 December 2016 relating to transparency, the fight against bribery and the modernisation of economic life, known as "Sapin 2"?

Yes – please fill in the questionnaire "Sapin 2" in the appendix to this declaration

No

7. LIST OF DOCUMENTS TO BE PROVIDED WITH THE CREDIT INSURANCE APPLICATION FORM

Know your customer (KYC) / anti-money laundering and combating the financing of terrorism (AML/CFT)

Pursuant to current regulations concerning efforts to tackle money laundering and financing of terrorism (*Ordinance no. 2009-104 of 30 January 2009, Decree no. 2009-1087 of 2 September 2009 and current orders*) and the obligations of vigilance that arise out of them, **the applicant is imperatively required to enclose copies of the following documents with the signed credit insurance application form:**

- copy of the signatory's valid national identity card or passport, and his/her letters of authority if (s)he is not the company's statutory representative (**)
- valid official identity documents of the statutory representative and beneficial owners⁽¹⁾ of the exporter
- company registration certificate issued within the last 3 months of this application (**)
- company registration certificate issued within the last 3 months of the exporter if the applicant is not the exporter
- capitalization table or detailed capital structure of the exporter's entire shareholding chain, dated and signed by the company's statutory representative and issued by the exporter

Environmental and Social Impact Assessment

The assessment of the environmental and social impacts of the projects⁽²⁾ is an integral part of the underwriting process.

This assessment is part of the OECD recommendation of the council on common approaches for officially supported export credits and environmental and social due diligence (the "common approaches")

The Common Approaches apply to all types of officially supported export credits that are intended for exports of capital goods and / or services (with the exception of exports of military and aeronautical equipment), space or agricultural products) and which have a repayment period of two years or more. The assessment is systematic for projects over €10 M and / or located in environmentally and socially sensitive areas.

Host country standards and relevant international standards, especially those of the World Bank Group, must be respected. These standards concern in particular the protection of the environment in the broad sense (protection of biodiversity, climate, cultural heritage, control of liquid effluents and atmospheric emissions, etc.), as well as the consideration of social / societal impacts (protection of workers, population displacement, human rights, etc.).

If the export project meets at least one of the eligibility criteria (contract more than €10 M or located in a sensitive area), a thorough environmental and social assessment must be conducted by **Bpifrance Assurance Export**. The information in the appendix is made by ticking the appropriate boxes and, if necessary, answering the questions asked. The answers provided are the input data for a preliminary screening of the environmental and social risk of the projects.

At the end of this evaluation, the projects are classified in three categories (A, B, C) according to the importance of their potential impacts. Each category has an environmental and social risk management process and specific requirements. Depending on the risk, environmental and social conditions may be covenanted into the guarantee.

For further information, you can consult the Environmental and Social section on the **Bpifrance Assurance Export** website:

<https://www.bpifrance.fr/Bpifrance/Qui-sommes-nous/Nos-metiers/International/Assurance-Export/Evaluation-Environnementale-et-Sociale>

The application for credit insurance cannot be processed without these documents.

It is pointed out that copies of the articles of incorporation and the company registration certificate are not mandatory if the applicant is a credit institution, a publicly-listed company or one of its subsidiaries owned in a proportion of 75% or more.

⁽¹⁾ For a company, the beneficial owners are the individuals who, directly or indirectly, hold 25% of the capital or voting rights. If there is no such natural person with a holding percentage \geq 25%, it is necessary to identify the natural person(s) who exercise(s) effective power of control over the company.

⁽²⁾ Sensitive areas are national parks and other areas protected under national or international law, or other sensitive sites of regional importance, national or international such as marshes, remarkable coastal areas, forests with high biodiversity, areas of landscape, archaeological, etc. importance or cultural and areas of importance to indigenous peoples or other vulnerable groups.

* Structures subject to the law are "[...] a company employing at least five hundred employees or belonging to a group of companies whose parent company has its registered office in France and whose workforce includes at least five hundred employees, and whose turnover or consolidated turnover is greater than €100 M [...]. Publicly-owned industrial and commercial establishment (EPIC) [employing at least 500 employees or belonging to a public group with at least 500 employees and a turnover or consolidated turnover exceeding €100 M." Only credit institutions and exporters are concerned; this item does not concern other applicants.

** See explanatory notice.

Bpifrance Assurance Export

Acting on behalf, on the account and under the supervision of the State

An SAS (simplified joint-stock company) with capital of 30,000,000 euros – Créteil Trade and Companies Register (RCS), Reg. No. 815 276 308 –

VAT No. FR 29 815 276 308 – ORIAS No. 17003600

Registered office: 27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex - Tél. : +33 1 41 79 80 00 - Fax : +33 1 41 79 80 01 - bpifrance.fr

8. APPENDICES TO BE FILLED IN

Details of the request	Appendices to be submitted duly filled in
In all cases, mandatory for every new application for cover	Applicant's/exporter's anti-bribery and personal data protection declaration (*) (to be filled in by the applicant and by each exporter for each operation)
One or more credit institution(s) is/are requesting a guarantee	Credit institution's anti-bribery and personal data protection declaration (*) (to be filled in by each credit institution for each operation)
In case of meeting in the export contract one of the environmental and social assessment eligibility criteria mentioned in part 1 of the appendix (*)	Social and environmental assessments Appendix
In case of building and public works contract or a contract including a local content worth > 25% of the contract value	Public Works Appendix
Your structure is subject to the obligation to comply with Article 17 of Law n°2016-1691 dated 9 December 2016 relating to transparency, the fight against bribery and the modernisation of economic life, known as "Sapin 2" (only credit institutions and exporters are concerned; this item does not concern other applicants)	Appendix "Sapin 2" – Questionnaire relating to the existence of specific procedures of identification and prevention of bribery risks under the Sapin 2 Law
Your project seems to meet the eligibility criteria for the Climate Bonus as described in the notice relating to the appendix Climate Bonus and you are applying for the Climate Bonus	Climate Bonus Appendix
The exported goods and/or technologies are military and/or dual-use goods and/or technologies covered by French regulations and/or any other equivalent applicable foreign regulations The components of the exported goods are military and/or dual-use components covered by French regulations and/or any other equivalent applicable foreign regulations	Certification of goods Appendix

Date of application:

Name and capacity of duly authorised signatory:

Signature and seal of company / institution making the application:

* see explanatory notice

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APPLICANT'S / EXPORTER'S ANTI-BRIBERY AND PERSONAL DATA PROTECTION DECLARATION APPENDIX

Following the adoption on 17 December 1997 of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the law amending the French Criminal Code and the French Code of Criminal Procedure for the purposes of implementing these provisions was passed on 30 June 2000 and amended by the law of 13 November 2007 (this law can be viewed at www.legifrance.gouv.fr). In addition, on 13 March 2019, the OECD Council adopted a Recommendation aimed at discouraging bribery in international transactions financed with officially supported export credits. In accordance with these legislative provisions, **this document must imperatively be filled in, dated and signed by the applicant and by each exporter who holds the export contract.**

Company name:

Address:

**SIRET no.
/identification number:**

ANTI BRIBERY REQUIREMENTS

1. Is the applicant/exporter as well as the natural or legal person acting on its behalf in connection with the transaction, listed on the publicly-available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank?

yes no

2. Is the applicant/exporter or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover currently under charge in any court or is, to the best of his knowledge, formally under investigation by public prosecutors for violation of laws against bribery of any country?

yes no

3. Within a five-year period preceding this application, has the applicant/exporter or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover been convicted in any court for violation of laws against bribery of any country, been subject to equivalent measures, or been found as part of a publicly-available arbitral award to have engaged in bribery ?

yes no

If so, evidence of the preventive and corrective measures taken by the exporter must be provided to **Bpifrance Assurance Export.**

4. The applicant/exporter confirms that, to the extent that agents, intermediaries or any other natural or legal person acting on its behalf in connection with the relevant transaction are or have been involved in the negotiation or conclusion of the commercial contract, the fees and commissions paid or agreed to be paid to them have been or will be paid for legitimate services only.

yes no N/A*

*No agent or any intermediary is acting in connection with this transaction

UNDERTAKINGS / AUTHORISATIONS

- 1. We undertake to keep Bpifrance Assurance Export** informed of any changes in relation to this information.
- 2. We authorise Bpifrance Assurance Export** to communicate with regard to the project to which this application for cover relates, when the contract has entered into force, and to mention the name of our Company, the covered amount, the country and name of the project, and, where appropriate, actions pursued relating to the environmental and social issues.
- 3. We take note that Bpifrance Assurance Export**, acting as a body commissioned by the French State to manage and issue in his name, on behalf and under his control the public export guarantees referred to in article L. 432-1 of the French Insurance Code, may communicate to competent state authorities and multilateral authorities any information or, in general, anything that is made known to it in connection with this application for cover or with the credit insurance policy that may be issued.
- 4. We declare that** we have taken note of the OECD Guidelines for Multinational Enterprises operating in or from countries adhering to these Guidelines, which recommend that they should comply with the rules of good conduct in their international commercial activities.
- 5. We also declare that** we have taken note of the OECD Convention on Combating Bribery of Foreign Public Officials, the Recommendation of 13 March 2019 on Bribery and Officially Supported Export Credits and articles 435-3 et seq. of the French Criminal Code in relation to combating bribery.
- 6. We declare that** our Company or any person acting on our behalf has/have not committed, in relation to the aforementioned export operation, any acts of bribery prohibited by articles 435-3 et seq. of the French Criminal Code and will not commit such acts in connection with the aforementioned operation.
- 7. We undertake to provide**, at the request of **Bpifrance Assurance Export**, any information with regard to the identity of persons acting on our behalf in connection with the operation to which this application relates, and in relation to the amount and purpose of fees and/or remunerations that have been or are to be paid to them.

PROTECTION OF PERSONAL DATA

We take note that:

Bpifrance Assurance Export, acting as a data controller, may collect personal data via the non-disclosure agreement.

In accordance with the applicable regulations, in particular the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the French provisions concerning data processing, files and freedoms ("Loi Informatique et Libertés"), and subject to the conditions provided for by the latter, the individuals concerned are granted a right to access, correct, object and delete data about them, to limit processing and to ask for data portability.

The process of personal data carried out by **Bpifrance Assurance Export** is available in the Bpifrance Assurance Export Data Protection Policy [accessible via this link](#).

This policy may be changed and updated periodically to reflect legislative or regulatory changes or to meet the **Bpifrance Assurance Export**'s disclosure requirements under the rules applicable to the personal data protection. Bpifrance Assurance Export invites any persons concerned to consult it regularly on the Bpifrance website.

Confidentiality and disclosure of information:

We explicitly acknowledge, agree and authorise **Bpifrance Assurance Export** to disclose confidential information:

- to the State of the French Republic;
- to any French or European administrative, judicial, arbitral or supervisory authority which needs to know it for the purposes of administrative, judicial or arbitration proceedings;
- provided that it has informed them of the confidential nature of the information disclosed, to entities which are directly or indirectly involved for the purposes of this application in reinsurance or joint insurance agreements;
- provided that it has informed them of the confidential nature of the information disclosed, to other entities within the **Bpifrance** group, where such disclosure is necessary to enable these entities to fulfil their legal or regulatory obligations.

Such intra-group disclosure of information shall not, under any circumstances, release entities within the **Bpifrance** group from confidentiality obligations of legal, regulatory or contractual origin (including rules established by agreement with the State) which apply to them in relation to third parties.

Signed in _____, on _____ / _____ / _____

Name and capacity of duly authorised signatory*:

Signature and seal of company

* Attach copies of the signatory's valid national identity card or passport, and his/her letters of authority if (s)he is not the company's statutory representative.

Bpifrance Assurance Export

Acting on behalf, on the account and under the supervision of the State

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APPENDIX REGARDING THE DECLARATION OF THE CREDIT INSTITUTION REQUESTING A GUARANTEE IN RELATION TO ANTI-BRIBERY AND PERSONAL DATA PROTECTION

Following the adoption on 17 December 1997 of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the law amending the French Criminal Code and the French Code of Criminal Procedure for the purposes of implementing these provisions was passed on 30 June 2000 and amended by the law of 13 November 2007 (this law can be viewed at www.legifrance.gouv.fr). In addition, on 13 March 2019, the OECD Council adopted a Recommendation aimed at discouraging bribery in international transactions financed with officially supported credits. **In accordance with these legislative provisions, this document must imperatively be filled in, dated and signed by each credit institution requesting a guarantee.**

Company name:

Address:

**SIRET no.
/identification number:**

ANTI-BRIBERY REQUIREMENTS

1. Is your institution as well as the natural or legal person acting on its behalf in connection with the transaction, listed on the publicly-available debarment lists of the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development or the Inter-American Development Bank?

yes no

2. Is your institution or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover currently under charge in any court or is, to the best of his knowledge, formally under investigation by public prosecutors for violation of laws against bribery of any country?

yes no

3. Within a five-year period preceding this application, has your institution or any natural or legal person acting on its behalf in connection with the transaction referred to in section 3 of this application for cover been convicted in any court for violation of laws against bribery of any country, been subject to equivalent measures, or been found as part of a publicly-available arbitral award to have engaged in bribery?

yes no

If so, evidence of the preventive and corrective measures taken by your institution must be provided to Bpifrance Assurance Export.

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- 1. We undertake** to keep **Bpifrance Assurance Export** informed of any changes in relation to this information.
- 2. We take note** that **Bpifrance Assurance Export** acting as a body commissioned by the French State to manage and issue in his name, on behalf and under his control, the public export guarantees referred to in article L. 432-1 of the French Insurance Code, may communicate to competent state authorities and multilateral authorities any information or, in general, anything that is made known to it in connection with this application for cover or with the credit insurance policy that may be issued.
- 3. We declare** that we have taken note of the OECD Convention on Combating Bribery of Foreign Public Officials, the Recommendation dated 13 March 2019 on Bribery and Officially Supported Export Credits, and Articles 435-3 et seq. of the French Criminal Code in relation to combating bribery.
- 4. We declare** that our Institution or any person acting on our behalf has/have not committed, in relation to the aforementioned export operation, any acts of bribery prohibited by i) articles 435-3 et seq. of the French Criminal Code or by (ii) similar legal provisions applicable in case of domiciliation in another country or by (iii) the OECD Convention dated 17 December 1997 on combating bribery of foreign public officials in international business transactions and will not commit such acts in connection with the aforementioned operation.
- 5. We undertake to provide**, at the request of **Bpifrance Assurance Export**, any information with regard to the identity of persons acting on our behalf in connection with the operation to which this application relates, and in relation to the amount and purpose of fees and/or remunerations that have been or are to be paid to them.

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We take note that:

Bpifrance Assurance Export, acting as a data controller, may collect personal data via the non-disclosure agreement.

In accordance with the applicable regulations, in particular the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the French provisions concerning data processing, files and freedoms ("Loi Informatique et Libertés"), and subject to the conditions provided for by the latter, the individuals concerned are granted a right to access, correct, object and delete data about them, to limit processing and to ask for data portability.

The process of personal data carried out by **Bpifrance Assurance Export** is available in the Bpifrance Assurance Export Data Protection Policy [accessible via this link](#).

This policy may be changed and updated periodically to reflect legislative or regulatory changes or to meet the **Bpifrance Assurance Export's** disclosure requirements under the rules applicable to the personal data protection. Bpifrance Assurance Export invites any persons concerned to consult it regularly on the Bpifrance website.

Bpifrance Assurance Export

Acting on behalf, on the account and under the supervision of the State

An SAS (simplified joint-stock company) with capital of 30,000,000 euros – Créteil Trade and Companies Register (RCS), Reg. No. 815 276 308 –

VAT No. FR 29 815 276 308 – ORIAS No. 17003600

Registered office: 27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex - Tél. : +33 1 41 79 80 00 - Fax : +33 1 41 79 80 01 - bpifrance.fr

Confidentiality and disclosure of information:

We explicitly acknowledge, agree and authorise **Bpifrance Assurance Export** to disclose confidential information:

- to the State of the French Republic;
- to any French or European administrative, judicial, arbitral or supervisory authority which needs to know it for the purposes of administrative, judicial or arbitration proceedings;
- provided that it has informed them of the confidential nature of the information disclosed, to entities which are directly or indirectly involved for the purposes of this application in reinsurance or joint insurance agreements;
- in connection with this application;
- provided that it has informed them of the confidential nature of the information disclosed, to other entities within the **Bpifrance** group, where such disclosure is necessary to enable these entities to fulfil their legal or regulatory obligations.

Such intra-group disclosure of information shall not, under any circumstances, release entities within the **Bpifrance** group from confidentiality obligations of legal, regulatory or contractual origin (including rules established by agreement with the State) which apply to them in relation to third parties.

Signed in _____, on _____

Name and capacity of duly authorised signatory*:

Signature and seal of institution

* Attach copies of the signatory's valid national identity card or passport, and his/her letters of authority if (s)he is not the company's statutory representative.

GLOBAL IMPACT, ENVIRONMENTAL AND SOCIAL APPENDIX

1. PROJECT ELIGIBILITY CRITERIA

Is the total value of your project above €10 M ? yes no

Is the project located within, or close to, one of the sensitive areas listed below? yes no

High-biodiversity areas which are protected by national law (national parks, nature reserves, etc.) or international law (IUCN Red List, Ramsar Convention, UNESCO biosphere reserves, Natura 2000 areas, etc.)

Primary, tropical or subtropical forests

Marine protected areas or remarkable coastal areas (coral reefs, marshes, mangroves, deltas, etc.)

Areas of scenic, cultural, historical or archaeological interest (UNESCO World Heritage sites, etc.)

Areas of interest for indigenous or vulnerable populations (nomadic peoples, ethnic minorities, etc.)

Please complete the rest of the appendix if you answered yes to at least one of the two previous questions.

2. GENERAL INFORMATION ABOUT THE PROJECT

1. Description of the whole project, which the application for cover relates to :

2. Detailed Geographic location of the project:

Area, city :

Current use of land : Natural Agricultural Urban Industrial

3. Production capacity of the project:

Current :

Final :

4. Estimated technical calendar of the project:

Construction period: from to

Start-up period : from to

Operation/Exploitation period: from to

5. Sector of activity of the project:

Water and Sanitation

Agriculture, Forestry

Food Industry

Public Works and Infrastructures

IT, Telecommunications

Oil, Gas, Petrochemistry

Power generation, distribution and storage

Mining and extractive industries

Dams and hydropower facilities

Road, Sea, Train Transports

6. Environmental and Social Governance :

Exporters/Investors/Banks:

Will you apply a dedicated environmental and social policy to the project (Equator Principles, Sector Policy ...)?

yes no

Please specify :

3. GLOBAL IMPACTS OF THE PROJECT

1. Environmental and Social Contributions (Positive Impacts)

Will the project have a positive impact on:

- environment (biodiversity, land/water/air quality, renewable energies...)? yes no
- social/society (employment, health, safety...)? yes no

Please specify:

Will the project contribute positively to the UN Sustainable Development Goals (SDGs) and to the Paris Agreement on Climate Change?

[www.un.org/sustainabledevelopment/sustainable-development-goals] oui non

if yes, please specify which SDGs:

2. Environmental and Social Risks (Negative Impacts)

Will the project be developed in areas protected by national or international law (destination country)? yes no

Has civil society or NGOs raised any challenges to the project? yes no

Will the project lead to any displacement/resettlement of local populations? yes no

Please specify :

4. ASSESSMENT AND MONITORING OF PROJECT IMPACTS

1. Has an Environmental and Social Impact Assessment (ESIA) been developed?

Approved Under development Not planned

Please attach the ESIA and related licenses if any (construction/exploitation/certificates...)

2. Will there be any environmental and social monitoring and reporting on the project?

yes no

If yes, will the monitoring be undertaken by :
your society
your client/buyer
independent consultants:

If yes, please specify the nature, frequency and duration of the monitoring (reports, management plans, E&S audits, etc.):

5. ANY COMMENTS

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PUBLIC WORKS APPENDIX

1. BREAKDOWN OF THE CONTRACT (PRINCIPAL AMOUNT AND IN €)

	National and foreign content		Local content	
	Amount	% of contract value	Amount	% of contract value
Studies				
Labour				
Purchases				
Construction equipment (*)				
General expenses				
Other expenses				

including main subcontractors:

(*) specify, if applicable, the terms on which the equipment is being hired:

2. PRICE CALCULATION METHOD

List of unit prices Fixed price Cost plus fees Audited expenditure

Other :

This calculation method applies to:

The whole contract The part of the contract that is made up of the civil engineering or assembly works

3. SPECIAL DEMANDS

Do you want to cover these special demands (for the risk of non-payment)? yes no

If yes, for what percentage of the contract value (maximum 20%):

4. CONTRACTUAL CLAUSES AND CONDITIONS LAID DOWN BY THE SPECIFICATIONS

Do the general conditions of the contract comply with the "Conditions applicable to civil engineering contracts⁽¹⁾"?

yes no

Do the general conditions make reference to any other applicable provisions (e.g. Administrative Conditions of Contract of the buyer's country, etc.)? yes no

Specify the significant special clauses of the contract:

What are the terms regarding the entry into force of the contract?

Time-limit for approval and payment of statements:

⁽¹⁾ Drawn up jointly by the International Federation of Consulting Engineers (FIDIC) and the European Construction Industry Federation (FIEC). These documents, which include a specimen tender form and a specimen contract, are available from the following organisations: FIDIC (www.fidic.org / fidic@fidic.org), FIEC (<http://www.fiec.org/> / info@fiec.com) and FNTP (National Public Works Federation) (www.fntp.fr / infos@fntp.fr).

Changes to the contract:

- Can the client project manager unilaterally make changes to the works as it sees fit for the purposes of the contract?
yes no
- If the changes relate to just one part of the contract, specify which one:
- If changes are made to the volume of the works, will the exporter be entitled to payments resulting from the changes requested by the project manager? yes no
- Can the project manager extend the execution period? yes no
If yes, state the formalities for this:
- In the event of a major change, can the project manager suspend the works or terminate the contract? yes no
If yes, on what basis?
- If the contract is not paid for, can the exporter suspend the works or terminate the contract? yes no
If yes, on what basis?

Legal clauses - Specify the main characteristics of the following clauses of the contract:

- Force majeure clause:
- Termination clause:
- Jurisdiction clause:
 - Arbitration clause:
 - Other jurisdiction clause:
- Applicable law:

5. CONSULTING ENGINEER

Name :

Address :

APPENDIX - QUESTIONNAIRE PERTAINING TO THE SAPIN 2 LAW

QUESTIONNAIRE RELATING TO THE EXISTENCE OF SPECIFIC PROCEDURES OF IDENTIFICATION AND PREVENTION OF BRIBERY RISKS UNDER THE SAPIN 2 LAW

You have certified in section 4 above that you are subject to the compliance obligation of section 17 of the Sapin 2 Law. In this respect, please certify that your establishment has put in place measures and procedures that meet these obligations concerning the following points:

- 1.** a code of conduct defining and illustrating the different types of behaviour to be proscribed as being likely to characterise acts of bribery or influence peddling. This code of conduct is incorporated into the company's internal rules and regulations and is therefore subject to the procedure for consulting employee representatives provided for in Article L. 1321-4 of the Labour Code;

Yes, I certify No, I do not certify

- 2.** an internal warning system designed to enable the collection of reports from employees concerning the existence of conducts or situations contrary to the company's code of conduct;

Yes, I certify No, I do not certify

- 3.** a risk mapping in the form of regularly updated documentation designed to identify, analyse and prioritise the risks of exposure of the company to external solicitations for the purpose of bribery, depending in particular on the business sectors and geographical areas in which the company operates;

Yes, I certify No, I do not certify

- 4.** procedures for assessing the situation of customers, first-tier suppliers and intermediaries with regard to risk mapping;

Yes, I certify No, I do not certify

- 5.** accounting control procedures, whether internal or external, designed to ensure that books, records, and accounts are not used to conceal bribery or influence peddling. These controls may be carried out either by the company's own accounting and financial control departments or by using an external auditor when carrying out the account certification audits provided for in Article L. 823-9 of the French Commercial Code;

Yes, I certify No, I do not certify

- 6.** a training system for managers and staff most exposed to the risks of bribery and influence peddling;

Yes, I certify No, I do not certify

- 7.** a disciplinary system enabling the company's employees to be punished in the event of a breach of the company's code of conduct;

Yes, I certify No, I do not certify

- 8.** an internal control and evaluation system for the measures implemented.

Independently of the liability of the persons mentioned in Title I of Article 17 of Law n°2016-1691, the company is also liable as a legal entity in the event of failure to comply with the obligations provided for in Title II of Article 17 of Law n°2016-1691.

Yes, I certify No, I do not certify

Done at _____, date :

Name and capacity of duly authorised signatory*: _____ Signature and company stamp

* Attach copies of the signatory's valid national identity card or passport, and his or her credentials if the signatory is not the legal representative of the company.

CLIMATE BONUS APPENDIX

This appendix is optional. You are only required to complete it if you wish to benefit from the climate bonus.

In order to justify your eligibility for the Climate Bonus, please answer the questions below.

Please also provide, together with this completed appendix, an additional note explaining your answers and specifying the assumptions and results of your climate performance analysis (e.g. Life Cycle Assessment, Product Carbon Footprint (PCF) assessment, etc.) as well as any other element demonstrating its potential eligibility.

1. ELIGIBILITY ANALYSIS FOR ALL SECTORS (EXCEPT SHIPPING AND AERONAUTICS)

- 1.1.** In accordance with the sectoral classification (NACE) used for the technical criteria of the Taxonomy, please specify the sector(s) of activity in which your project falls:
- 1.2.** How would your project contribute to climate change mitigation based on the three principles of the Taxonomy (low-carbon activities, mitigation-enabling activities, transition activities):
- 1.3.** How would your project contribute to climate change adaptation based on the two principles of the Taxonomy? (adapted activities, adaptation-enabling activities):
- 1.4.** With regard to the technical criteria indicated in the Taxonomy for the sector of your project, what is the expected climate performance of your project (e.g. carbon intensity in tons of CO₂ per kilowatt-hour, per kilometer, per passenger-kilometer, per ton of products,... energy consumption in Kilowatt-hours per ton of products, energy efficiency, other technical criteria,...)⁽¹⁾:

Nota Bene: The assessment of eligibility for the climate bonus does not replace the environmental and social assessment carried out by Bpifrance Assurance Export

⁽¹⁾ All carbon footprints and quantitative climate performance assessments shall comply with the recommendations of the GHG Protocol <https://ghgprotocol.org/guidance-0> or ISO 14067 <https://www.iso.org/fr/standard/71206.html>

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CERTIFICATION OF GOODS APPENDIX

[Name of the company with full appearance] certifies, within the framework of the Project **[Name of the project + references]**, to be aware of the following regulations relating to the import and/or export of military and/or dual-use goods:

- French regulations on the export and import of military goods ⁽¹⁾;
- French regulations on the export of dual-use goods ⁽²⁾;
- U.S. regulations on the export and import of military goods ⁽³⁾, if applicable;
- U.S. dual-use export regulations ⁽⁴⁾, if applicable;
- any other applicable foreign regulations on the export and import of military goods and/or the export of dual-use goods;

and, having considered these regulations, **[Name of the company]** confirms that it has carried out the due diligence and checks on the goods - including their components - and/or technologies exported and/or imported and provides the following answers to the questions listed below.

1.	Are the goods and/or technologies military goods and/or technologies?	yes	no
2.	Are all or some of the components of the exported goods military components?	yes	no
3.	Are the goods and/or technologies dual-use goods and/or technologies?	yes	no
4.	Are all or some of the components of the exported goods dual-use components?	yes	no
5.	Insofar as one or more of the exported goods and/or components and/or technologies are military and/or dual-use, has prior authorization been obtained from the competent French authorities, i.e., the Interministerial Commission for the Study of War Materiel Exports (Commission interministérielle pour l'étude des exportations de matériels de guerre - CIEEMG) or the Dual-Use Goods Department in France (Service des biens à double usage en France - SBDU)?	yes	no
		In progress	Not applicable

Comments:

6.	Are the goods and/or all or some of their components and/or technologies exported of U.S. origin?	yes	no
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If applicable, please provide us with a complete list of all U.S.-origin components and/or technologies and the percentages they represent in the total value of the good.

⁽¹⁾ The [Defense Code](#) (Title III of Book III of the second legislative part and Title III of Book III of the second regulatory part) which sets out the General Regime applicable to war materiel, arms and ammunition, [Law n°2011-702 of June 22, 2011](#) on the control of imports and exports of war materiel and similar materials, the simplification of transfers of defense-related products in the European Union and defense and security markets, [Decree n°2012-901 of July 20, 2012](#) on imports and exports outside the territory of the European Union of war materials, arms and ammunition and related materials and intra-Community transfers of defense-related products, [Law n°2012-304 of March 6, 2012](#) on the establishment of a modern, simplified and preventive arms control and its [implementing decree n°2013-700 of July 30, 2013](#) and the [order of June 27, 2012](#) as amended relating to the list of war materials and related materials subject to a prior export authorization and defense-related products subject to a prior transfer authorization.

⁽²⁾ [European Union Regulation No. 428/2009 of the Council of 5 May 2009](#) consolidated, whose Annex 1 on the list of controlled goods is updated by [Regulation \(EU\) No 2015/2420 of the Commission of 12 October 2015](#) supplemented by specific provisions sanctions relating to Iran ([Regulation \(EU\) 2015/1861 of the Council of 18 October 2015](#) and [Implementing Regulation \(EU\) 2016/1375 of the Commission of 29 July 2016](#) amending [Regulation \(EU\) 267/2012](#) concerning the adoption of restrictive measures against Iran) Russia ([Council Regulation \(EU\) No 833/2014 of 31 July 2014](#) as amended by [Council Regulation \(EU\) No 960/2014 of 08 September 2014](#)) and Syria ([Council Regulation \(EU\) No 36/2012 of 18 January 2012](#) concerning restrictive measures in view of the situation in Syria) ; a [Practical Guide for exporters of dual-use goods](#) is available on the dual-use portal of the Directorate General for Enterprise.

⁽³⁾ [International Traffic Arms Regulations \(ITAR\)](#) administered by the Directorate of Defense Trade Controls (DDTC) which regulates the export or import of military goods on the [United States Munitions List \(USML\)](#).

⁽⁴⁾ [Export Administration Regulation \(EAR\)](#) administered by the Bureau of Industry and Security (BIS) which regulates the export or import of dual-use goods on the [Commerce Control List \(CCL\)](#).

7. Insofar as the exported goods and/or all or some of their components and/or technologies are of U.S. origin, does not their export violate U.S. export control and sanctions regulations⁽⁶⁾?

yes no

8. Insofar as one or more of the exported goods and/or components and/or technologies of U.S. origin are military and/or dual-use, has prior authorization from the competent U.S. authorities been obtained, i.e. the Directorate of Defense Trade Control (DDTC) and/or the Bureau of Industry and Security?

yes no In progress Not applicable

Comments:

9. Have the exported goods and/or technology transited through the United States?

yes no

10. Insofar as the exported goods and/or technology have transited throughout the United States, does not their export violate U.S. export control and sanctions regulations?

yes no Not applicable

11. Have the exported goods and/or all or some of their components and/or technology a foreign origin (non-French and non-US)?

yes no

12. Insofar as the exported goods and/or all or some of their components and/or technology are of foreign (non-French and non-US) origin, does not their export violate applicable foreign export control and sanctions regulations?

yes no Not applicable

13. Insofar as one or more of the exported goods and/or components and/or technologies of foreign (non-French and non-US) origin are military and/or dual-use, has prior authorization from the competent foreign authorities been obtained?

yes no In progress Not applicable

Comments:

Document completed by Mr. / Mrs.

Signature, date and seal of company

Statutory representative of

⁽⁶⁾ The export of goods is subject to ITAR rules if they contain U.S. military components and/or technology, regardless of the proportion that these military components and/or technology ultimately represent in the exported goods.
The export of goods is subject to BIS rules if they contain U.S. components and/or technology (including dual-use) insofar as such components and/or technology exceed a certain threshold ("of minimis"). The threshold for the "of minimis rules" is set forth in the BIS guidelines: <https://www.bis.doc.gov/index.php/documents/pdfs/1382-de-minimis-guidance/file> and <https://www.bis.doc.gov/index.php/documents/regulations-docs/452-supplement-no-1-to-part-740-country-groups/file>.

EXPLANATORY NOTICE

You have an export project, send us as soon as possible (in principle, before the export contract is signed) by email:

- ✓ The application for cover form and the applicable documents and appendices, duly completed and signed.
- ✓ Anything which is useful for the purposes of considering the application for cover, especially financial statements (last 3 financial years) of the buyer, borrower or guarantor.
- ✓ By email : assurance-export-clients@bpifrance.fr
or
- ✓ By post : **Bpifrance Assurance Export - Administration et suivi des risques**
27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex

To fill out the credit insurance application, please read the explanations below. Note that it is important to fill in the various sections as accurately as possible. In particular, the details of the buyer, borrower and/or guarantor (company name, address and tax registration number) are essential to begin considering the application. In addition, giving us the details of the contact person responsible for following-up the export project will enable us to deal with it more efficiently.

We may also ask you to provide further information, and the contractual documents.

For any further information or to find out about other State guarantees, see our website www.bpifrance.com and www.bpifrance.fr/Toutes-nos-solutions or contact us at the following email address: assurance-export@bpifrance.fr

1 - YOUR EXPORT CONTRACT

Characteristics of the contract

- **Scope:**
 - Nature of the supplies and services (studies, assembly, supervision, etc.)
 - Equipment to be delivered (number of units, power, capacity, etc.)
 - Location of the project
 - Extent of the exporter's responsibility (delivery, "turnkey", etc.)
- **Conversion rate:** the rate to be used is the rate of conversion into euros that is applicable on the day when the prices are given to the buyer or on the date on which the application is submitted if this is earlier than the time when the prices are given to the buyer.
- **Co-contracting/subcontracting:** only where this is done with foreign companies.

Breakdown of the contract by content

- National and foreign content
- French content: the following are regarded as the French content⁽¹⁾:
 - components or supplies manufactured on industrial sites based in France;
 - studies and services (engineering, R&D, training) carried out by staff, in France, of French companies or by subsidiaries of foreign companies which are located in France (registered in the French Register of Commerce and Companies);
 - assembly performed by workers who hold an employment contract which subject to French law;
 - insurance and financial costs where services are provided by institutions which are approved in France;
 - costs of transportation by sea where the shipowner who issues the bill of lading is headquartered in France or in an EU country and if the shipowner who provides the transportation is headquartered in France or an EU country;
 - road transportation costs where the consignment note states that the transportation is being provided by one or more company/companies headquartered in France, which is/are registered in the French Register of Carriers;
 - costs of rail transportation where rail transportation is provided by a company headquartered in France;
 - air freight costs where the carrier that actually operates the flight has a French operating licence (issued by the DGAC [Directorate-General for Civil Aviation]), and passenger transportation costs where the company that actually operates the flight (as stated on the ticket, and at the time of the booking) has a French operating licence (issued by the DGAC), or where the company that sold the flight has a French operating licence (issued by the DGAC).

All R&D expenditures attributable to the project and the gross margin generated by the project shall also be included in the French content.

⁽¹⁾ For further information about how the French content is determined:

<http://www.tresor.economie.gouv.fr>

We inform you that the opinion of the Directorate-General for Companies (DGE – technical Ministry in charge of the assessment of the French content) will be required for the purpose of processing your application for cover if:

- the value of your export contract is above € 400 M
- if your turnover exceeds €150 M and the French content is less than 50% of the value of the French and foreign content together).

We therefore invite you to take note of the information available at: <https://www.tresor.economie.gouv.fr>

• **Foreign content:** goods or services which originate or come from a foreign country or which are subcontracted to a company from a foreign country other than the debtor's country; goods which are imported into France and released for consumption are regarded as foreign, except company equipment which is owned by the exporter or one of its subsidiaries and is used to perform the export contract and raw materials which are incorporated into the associated supplies.

- **Local content:** goods purchased or services provided in the debtor's country by the exporter itself or subject to its responsibility
- subcontracts awarded to local companies for the purposes of procuring supplies or providing services;
 - purchases or hire of equipment from local companies;
 - wages paid to local workers;
 - part payable in local currency of wages and subsistence allowances for French personnel, even if the latter obtains individual authorisations for the transfer of all or part of such wages and allowances;
 - local administrative expenses;
 - any other expense in payment for services provided in the buyer's country (financial costs, transportation, insurance, etc.);

If there is an agent, the remuneration for this service must be indicated in the relevant section.

Payment and financing modalities

• *Project financing*

Industrial or infrastructure project (energy, transportation, telecommunications, environment, mining, etc.) carried out by a project company subject to private law which is being incorporated (or was incorporated recently) and whose debt must be serviced by the revenues from the project itself, lenders only have recourse against the project company and/or limited recourse against its shareholders.

- **Financing rate stabilization (“stabilisation de taux”):** Management of Natixis-DAI's rate stabilization activities has been transferred to Bpifrance Assurance Export as of January 1, 2023. They are now managed by Bpifrance Assurance Export's AI department. Option managed by Bpifrance Assurance Export on behalf of the French State which enables exporters and banks to offer the borrower financing at a fixed rate corresponding to the CIRR (Commercial interest reference rate) or The Constructed Rate or the Adjusted Rate : for further explanation please consult [bpifrance.com](https://www.bpifrance.com) and /or:

<https://www.bpifrance.fr/procedure-de-stabilisation-de-taux-dinteret>

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Securities

Specify the type of securities guaranteeing payment by the borrower and/or the transfer of the receivables/debt owed to you.

- Personal security: payment guarantee, etc.
- Collateral security: pledge, charge, mortgage, property reservation, etc.

4. REQUESTED GUARANTEES

Causes of loss covered according to the debtor's status and the type of risk

	Contract interruption risk	Risk of non-payment
Causes of loss in case of a public or sovereign debtor		
Default of the debtor	yes	yes
Political and catastrophic events, non-transfer	yes	yes
An action taken or a decision made by the French government or the European Union	yes	no
Arbitrary termination by the debtor of the covered contract or arbitrary refusal by the debtor to take delivery of the goods or services ordered	yes	no
Political causes of loss in case of a private debtor		
Political and catastrophic events, non-transfer	yes	yes
An action taken or a decision made by the French government or the European Union	yes	no
Commercial causes of loss in case of a private debtor		
Default of the debtor	on a case-by-case basis	yes
Insolvency of the debtor consisting in its inability to meet its commitments, as legally established or as observed by Bpifrance Assurance Export ,		yes
Arbitrary termination by the debtor of the covered contract or arbitrary refusal by the debtor to take delivery of the goods or services ordered		no

Causes of loss are only covered if they are explicitly mentioned in the offer of cover (see the detailed list of causes of loss in the general conditions of credit insurance policies).

During the execution period, the exporter can choose between one of the following two products :

- **Contract interruption cover** : cover for the risk of the contract interruption, with a maximum limit according to your expenditures / revenues curve and including:
 - the amount of the advance payment bond;
 - the amount of the other bonds that are covered, only if they can be called during the execution contract period.
- **Cover of a sum of receivables during the execution period of the commercial contract** : cover for the risk of non-payment of approved invoices corresponding to:
 - deliveries or service provision;
 - intangible property/assets under a contract granting a right of use which is payable in cash;
 - services payable in cash on the basis of statements.

At the end of the contract execution period:

The **debt following completion of contractual obligations cover** provides the exporter with a cover for payments due upon final delivery, provisional acceptance or final acceptance, and supplier credits.

Bonds :

- can be covered under the three covers above. In this case, the bonds' cover is ticked, in addition to one or more other insurance product(s) in the exporters' section.
or
- can be covered by an isolated insurance policy (except advance payment bond). In this case, only the bonds' section should be ticked, in the exporters' section.
- **Cover for expenses incurred before the contract enters into force:**
If requested, the risk of interruption of the contract for expenses incurred before the export contract enters into force can be covered on a case-by-case basis and up to a certain limit. Specify the amount and nature of the expenses for which you are requesting the cover.
- **Unconditional guarantee:** unconditional guarantee is solely for financing of export contracts of civil aircraft weighing more than ten tons upon take-off and civil helicopters weighing more than one ton upon take-off.

This document is provided for information purpose only. It does not constitute and should not be construed as a contractual offer from **Bpifrance Assurance Export**. **Bpifrance Assurance Export** does its best effort to ensure that the information contained in this document is kept up-to-date, but it reserves the right at any time and without further notice to modify its content and its form.

EXPLANATORY NOTICE TO THE CREDIT INSURANCE APPLICATION ON THE CLIMATE BONUS APPENDIX

As part of the State's and Bpifrance's Climate Plan, a "climate bonus" has been introduced on 1 January 2021 not only to encourage export financing of renewable energies but also the export financing of "green technologies".

In this sense, preferential financial conditions regarding the insured financed portion and the advance on premium for "small" project finance transactions, among others, can be applied to eligible projects.

The eligibility of a project is assessed based on its potential contribution (i) to climate change mitigation and (ii) to climate change adaptation according to the European Taxonomy for Sustainable Economic Activities and, in practice, according to the performance criteria defined for various sectors of activities in the Technical Annex to the Taxonomy.

(i) Eligibility for the contribution to climate change mitigation is assessed based on 3 principles, according to the Taxonomy:

- **High performance/low-carbon activities** (compared to best practice in the activity sector) compatible with the objectives of the Paris Agreement (e.g. new wind farm, relatively low emission or more energy efficient cement plant, ...);
- **Enabling activities/facilitating** the climate transition of a sector of activity different from its own (e.g. manufacturing of equipment that are essential to wind turbines, manufacturing of batteries dedicated to electric mobility, etc.);
- **Transition activities** improving the climate performance of infrastructure in their sector of activity (e.g. emission reduction systems for an existing factory).

(ii) Similarly, the eligibility for the contribution to adaptation to climate change is assessed based on 2 principles, according to the Taxonomy:

- **Adapted activities:** the capacity of the project to reduce physical climate risks (e.g. infrastructure incorporating protective measures against floods, droughts, and other natural disasters)
- **Activities enabling adaptation:** the capacity of the project to enable another sector to adapt to the climate change (e.g. technologies or infrastructures for protection against floods and other natural disasters, climate information systems, etc.)

The latest Taxonomy report can be viewed at:

https://ec.europa.eu/info/files/200309-sustainable-finance-teg-final-report-taxonomy_en

The performance criteria defined for various sectors of activity in the Technical Annex of the Taxonomy are available following the link below:

https://ec.europa.eu/info/files/200309-sustainable-finance-teg-final-report-taxonomy-annexes_en

Nota Bene: The assessment of eligibility for the climate bonus does not replace the environmental and social assessment carried out by Bpifrance Assurance Export.

⁽¹⁾ All carbon footprints and quantitative climate performance assessments shall comply with the recommendations of the GHG Protocol <https://ghgprotocol.org/guidance-0> or ISO 14067 <https://www.iso.org/fr/standard/71206.html>