

## FOREIGN EXCHANGE TRADE INSURANCE APPLICATION FORM

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This document and its annexes are a translation into English language of the original document entitled “Formulaire de demande d’assurance Change Négociation” 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.

Initial request

Addition to warranty No.

Warranty Renewal No.

### 1 - EXPORTATEUR

**Corporate name:**

**SIRET number** (14 digits):

**Address** (the head office):

**Person in charge for following the file:** Mr. / Mrs.

Fix number:

Mobile number:

E-mail:

**Managing service E-mail address** (if different from the previous one):

**Applicant** (if different):

management mandate

management and collection mandate

**Has your shareholding changed in the last 6 months?**      yes      no

**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      no

\* 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.

**2 - EXPORT OPERATION**

**V/ References of the commercial operation:**

**Description of the project:**

**Project location:**

**Name of the site:**

**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

**Delivery delay** in whole months:

**PMP** (Forecast average point of payments, expressed in whole months):

**Buyer's name:**

Locality:

Country:

Specify if it is a:

company acting on your behalf

company integrated in the same group as your company

**Final customer name** (if different from the buyer):

Locality:

Country:

**Is the deal done:**

directly with the buyer

in co-contracting with the company(ies):

in subcontracting with the company:

yes    no

**Competition on the project:**

Name 1

Country 1

Name 2

Country 2

Name 3

Country 3

**Your offer:**

**Offer to be delivered on\*:**

Last date of validity of the offer:

**Offer already delivered on\*:**

Expected date of signature of the contract\*:

**Currency** in which the offer was or is to be submitted:

**Does your activity require obtaining:**

The CIEMMG agreement (weaponry)?	yes	no
A dual-use goods export permit?	yes	no

**Do you confirm that you have carried out the checks relating to the Export Licenses?**

yes no

**As part of this transaction, is an agent or intermediary acting on your behalf?**

yes no

**If yes:** Name of agent or intermediary:  
Address of agent or intermediary:  
Country of agent or intermediary:

**Has a contract with this agent or intermediary been concluded?**

yes no

**Will a contract with this agent or intermediary be concluded?**

yes no

**Has any remuneration been paid to this agent or intermediary?**

yes no

**Will any remuneration be paid to this agent or intermediary?**

yes no

**If yes:** What is the purpose of the payment of this remuneration ?  
What are the amounts of this compensation?  
What are the terms of payment?

**Is the remuneration paid in the country of the agent or intermediary?**

Country of remuneration:

**3 - FOREIGN EXCHANGE INSURANCE**

Currency for which exchange insurance is requested:

Amounts expressed in:  
€ currency to be guaranteed:

	TRANSACTION AMOUNT	REQUESTED AMOUNT
<b>TOTAL</b>		
LOCAL CONTENT		
NATIONAL AND FOREIGN CONTENT		
<b>BREAKDOWN OF THE CONTRACT BY CONTENT</b>		
FRENCH CONTENT		
COVERED FOREIGN CONTENT		
UNCOVERED FOREIGN CONTENT		

**Foreign exchange insurance requested:** this choice can be modified until the determination of the guaranteed rate:

SINGLE FOREIGN EXCHANGE RATE

Profit-sharing FOREIGN EXCHANGE RATE: indicate below the conditions of revision:

**Incentive rate:** 50% 70%

**Methods of putting the profit-sharing into play:** revision of the spot portion of the initial rate

at the date of notification of the conclusion of the contract

a date of your choice during the negotiation period

Stop Loss EXCHANGE RATE: indicate the desired discount percentage

**Discount rate:** %

**Validity of the insurance:** the estimated time required to obtain the conclusion and entry into force of the commercial contract and notify the event to Bpifrance Assurance Export. The payment period is not to be included in this period validity:

3 months 6 months 9 months 12 months 18 months 24 months

**Desired date** for the determination of the guaranteed rate:

**Other guarantees envisaged for this project:**

credit insurance	yes	no	File number :
surety guarantees (exporter risk)	yes	no	
pre-financing guarantee (exporter risk)	yes	no	

**Contacts with the private market:** yes no

**4 - FIGHT AGAINST CORRUPTION**

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 2 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 2 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\*

**5 - COMMITMENTS / AUTHORIZATION**

1. We undertake to keep Bpifrance Assurance Export informed of any changes to this information.

2. We undertake, at the request of Bpifrance Assurance Export, to provide any information on the identity of the persons acting on our behalf in the context of the operation covered by this request, as well as on the amount and the subject commissions and/or remuneration that would have been or should be paid to them.

3. We note that Bpifrance Assurance Export, acting as a body charged by the State with managing and delivering under its control, on its behalf and in its name, the public guarantees for foreign trade provided for in Article L. 432- 1 of the Insurance Code, may communicate to the competent state authorities and multilateral bodies any information or, in general, any element brought to its attention in the context of this guarantee application.

4. We declare that we have read the OECD Guidelines for multinational enterprises operating in countries or originating from countries which have adhered to these Guidelines recommending that they comply with rules of good conduct in the context of their commercial activities. international.

5. We also declare that we have read the OECD convention on combating bribery of foreign public officials, the Recommendation of 13 March 2019 on bribery and officially supported export credits, as well as articles 435-3 and following of the penal code relating to the fight against corruption.

6. We declare that our company or any person acting on our behalf, have not committed, within the framework of the aforementioned export operation, acts of corruption prohibited by articles 435-3 and following of the French penal code and will not commit such acts in connection with said operation.

\* No agent or intermediary acts within the framework of this operation.

## **6 - PROTECTION OF PERSONAL DATA**

### **CONFIDENTIALITY AND TRANSMISSION OF INFORMATION:**

#### **PROTECTION OF PERSONAL DATA**

We 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 TRANSMISSION OF INFORMATION:**

We acknowledge, consent, and expressly authorize Bpifrance Assurance Export to transmit information of a confidential nature:

- for the French state;
- any French or European administrative, judicial, arbitration or control authority that needs to know about it in the context of an administrative, judicial or arbitration procedure;
- subject to having informed of the confidential nature of the information transmitted, to the entities intervening directly or indirectly under this application within the framework of reinsurance or joint insurance agreements;
- subject to having informed of the confidential nature of the information transmitted, to the other entities of the Bpifrance group, when this transmission is necessary to enable these entities to meet their legal or regulatory obligations.

This transmission of intra-group information does not in any way exempt the entities of the Bpifrance group from the obligations of confidentiality of legal, regulatory, or contractual origin (including the rules defined in agreement with the State) which apply to them. towards third parties.

# FOREIGN EXCHANGE TRADE INSURANCE APPLICATION FORM

We declare that we have read the general conditions in force and, after having been able to freely negotiate the terms, declare that we accept them.

Made in:

The :

Duly authorized signatory \*

Name:

Quality:

Signature :

Company stamp \*

\* compulsory indication

Send us your request: [assurance-export-change@bpifrance.fr](mailto:assurance-export-change@bpifrance.fr)

It will be studied as soon as possible. If you have not received an acknowledgment of receipt of your request within one hour of sending it, please send an e-mail to the address indicated above.

## **Bpifrance Assurance Export**

Acting in the name, on behalf of and under the control of the State with a capital of 30,000,000 euros -  
815 276 308 RCS Créteil - N° TVA FR 29 815 276 308 ORIAS No. 17003600

Head office: 27-31, avenue du Général Leclerc - 94710 Maisons-Alfort Cedex - Tel. : +33 1 41 79 80 00 - Fax: +33 1 41 79 80 01 - [bpifrance.fr](http://bpifrance.fr)

## EXPLANATORY NOTE

### FIGHT AGAINST CORRUPTION COMMITMENTS / AUTHORIZATIONS

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 criminal code and the code of criminal procedure for the application of these provisions was passed on June 30, 2000 and amended by the law of November 13, 2007 (law available on <https://www.legifrance.gouv.fr/>).

Pursuant to these legislative provisions:

- the Insured must declare that they themselves or any person acting on their behalf have not committed or will not commit, under the guaranteed export contract, acts of corruption prohibited by articles 435-3 and following of the Penal Code;
- any conviction of an Insured or any person acting on his behalf by a final court decision rendered based on the provisions of Articles 435-3 and following of the Criminal Code will result in the forfeiture of the rights conferred by the police under the guaranteed transaction and the compensation paid must be reimbursed. Bpifrance Assurance Export will be entitled to suspend compensation in the event of conviction of the Insured or any person acting on his behalf in the first instance;
- in addition, in the event of conviction of an Insured or any person acting on his behalf in first instance or by a final court decision, under the guaranteed transaction, any sum, including any exchange profit will be due at Bpifrance Assurance Export.

In addition, the OECD Council adopted on 13 March 2019 a Recommendation aimed at discouraging corruption in international transactions financed using officially supported export credits.

In this context, Bpifrance Assurance Export has put in place a system for preventive purposes, pursuant to which you are now asked to provide certain information (see section 4 of the guarantee application) but also to make certain commitments (see section 4 of the guarantee application). sections 5 and 6).

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