***The Buyer Credit Policy provides coverage for financial institutions granting a foreign debtor a loan for the acquisition of Spanish goods and services. This insurance covers the bank against the risk of default.***

1. **APPLICANT**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name or Company Name: | | | | |  | | | | |
| VAT: | |  | |
| Registered Office | | | | | | | | |
| Street: | |  | | | | | Postal Code: | |
| Location: | |  | | | | |
| Province: | |  | | | Country: | | | |
| Mailing Address | | | | | | | | |
| Street: | |  | | | | | Postal Code: | |
| Location: | |  | | | | |
| Province: | |  | | | Country: | | | |
| Contact person | | | | | | | | |
| Name: | |  | | | | Phone: | | | |
| Dept.: | |  | | | |
| E-mail: | |  | | | |  | | | |

1. **EXPORTER**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name or Company Name: | | | | |  | | | | |
| VAT: | |  | |
| Registered Office | | | | | | | | |
| Street: | |  | | | | | Postal Code: | |
| Location: | |  | | | | Phone: | | |
| Province: | |  | | | | |  | |
|  | | | | | | | | |
| Is the exporter the manufacturer of the exported goods?  YES  NO | | | | | | | | |
| Contact person | | | | | | | | |
| Name: | |  | | | Phone: | | | |
| Dept.: | |  | | |
| E-mail: | |  | | |  | | | |

1. **DEBTOR:**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name or Company Name: | | | | |  | | | | | | |
| VAT: | | |  | |
| Registered Office | | | | | | | | | |
| Street: | |  | | | | Postal Code:  Phone: | | | |
| Location: | |  | | | |
| Province: | |  | | |  | | L Legal status: | | |
| Country: | |  | | |  | | | | |
|  | | | | | | | | | |

BUYER: (complete only if different from the Debtor)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name or Company Name: | | | | | |  | | | | | |
| VAT: | | | |  | |
| Registered Office | | | | | | | | | |
| Street: | |  | | | | Postal Code:  Phone: | | | |
| Location: | |  | | | |
| Province: | |  | | |  | | L Legal status: | | |
| Country: | |  | | |  | | | | |
|  | | | | | | | | | |

1. **GUARANTOR: (if applicable)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name or Company Name: | | | | |  | | | | |
| VAT: | | |  | |
| Registered Office | | | | | | | | |
| Street: | |  | | | | Postal Code:  Phone: | | |
| Location: | |  | | | |
| Province: | |  | | |  | | L Legal status: | |
| Country: | |  | | |  | | | |

|  |  |
| --- | --- |
| Indicate any other guarantees for the benefit of the credit, if any, such as mortgages, pledges, etc. | |
|  |

1. **PURPOSE OF THE CONTRACT**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Describe the purpose of the contract | | | | |
|  | | | |
| State of the negotiations | | | | |
| Tender | Projected date for tender: | /     / | |
| Direct negotiation |  | |  |
| Export Contract already signed | Date of signing: | /     / | |

Is the Project classified as a green project?  YES  NO

If so, please indicate if the Project is classified as a green project according to:

EU Taxonomy (in this case, the corresponding Certificate will be required)

Annex IV of the OECD Consensus (subject to CESCE internalreview)

1. **CONTRACT AND CREDIT**

**6.1. AMOUNTS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| PRINCIPAL | CONTRACT | % Financing | CREDIT |  | Exch. Rate |
| CURRENCY |  |  |  |  |  |
| (1) Spanish goods and services |  |  |  |  |  |
| (2) 3rd country goods and services |  |  |  |  |  |
| Local costs |  |  |  |  |  |
| (3)(\*) Commercial commissions |  |  |  |  |  |
| CESCE premium |  |  |  |  |  |
| Others |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |

(1) + (2) + (3) Total goods and services to be exported, funding base

(\*) Commercial commissions cannot exceed 5% of the value of goods and services to be exported. In case these are requested to be covered, information detailed in Section 7 will have to be provided.

|  |  |  |  |
| --- | --- | --- | --- |
| Interest rate to be insured |  | Envisaged delay interest rate |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Amounts of the transaction not financed by the insured credit | | |  | INTERESTS | Amount |
|  | % | Amount |  | Utilization |  |
| Down payment |  |  |  | Amortization |  |
| Other funds |  |  |  | Delay |  |
|  |  |  |  | TOTAL |  |

|  |  |  |
| --- | --- | --- |
| Origin of 3rd country goods and services | | |
| Country | Amount | Currency |
|  |  |  |
|  |  |  |

**6.2. EXECUTION**

|  |  |
| --- | --- |
| Nº | Years/Months/Days |
|  |  |
| Quarterly group shipments?  YES  NO | | |

**6.3. UTILIZATION**

|  |  |
| --- | --- |
| Nº | Years/Months/Days |
|  |  |
|  | | | | |
| Credit utilization conditions: | | | Amount | Currency |
| Before shipment | | |  |  |
| At shipment, delivery and/or performance of services | | |  |  |
| After shipment, delivery and/or performance of services | | |  |  |

**6.4. REPAYMENT**

|  |  |  |
| --- | --- | --- |
| Nº | Years/Months/Days | |
|  |  | |
| Concept initiating the repayment period of the credit (starting point) | | | |
|  | | | |
| Frequency of principal and interest instalments: | | | |
| Semi-annual Other: | | | |
| Contractual status of the Loan Agreement / Irrevocable Letter of Credit | | | |
| Agreement signed: | | NO | YES Signing date:     /     / |
| ILC issued: | | NO | YES Signing date:      /     / |

1. **DOCUMENTS NEEDED TO INITIATE THE ASSESSMENT OF THE TRANSACTION**

* Detailed breakdown of the value of the goods and/or services to be exported.
* In case that insurance for commercial commissions is requested, it should be declared explicitly (i) the identity of the persons acting on behalf of the exporter and/or applicant, (ii) the amount of the commercial commissions and (iii) the purpose of those commissions and any other fee or payment paid or agreed to be paid to the above mentioned persons.
* Financial statements for the last 3 fiscal years, if possible audited, of the Debtor and/or Guarantor and/or Importer of the transaction.
* Credit Bureau in case of transactions with Mexico as destination.
* Environmental impact assessment questionnaire (ECOcheck).
* If the Project is classified as a green project, a Certificate issued by an independent advisor indicating that the Project is a green project according to EU Taxonomy will be required. Please notice that, in principle, if the Project is also considered a green project according to Annex IV of the OECD Consensus, the previously mentioned Certificate will not be required.

***[This documentation and any clarification that may be required is essential for the assessment of the transaction]***

1. **DOCUMENTS ATTACHED TO THE CURRENT APPLICATION**

|  |  |  |  |
| --- | --- | --- | --- |
| DOCUMENTS REQUIRED | | | |
|  | Detailed breakdown of the value of the goods and/or services to be exported. | | |
|  | Financial statements for the last 3 fiscal years, if possible audited, of the Debtor and/or Guarantor and/or Importer of the transaction | | |
|  | Debtor: |  | |
|  | Guarantee: |  | |
|  | Importer: |  | |
|  |  | | |
|  | Credit Bureau in case of transactions with Mexico as destination. | | |
|  | Environmental impact assessment questionnaire (ECOcheck). | | |
|  |  | | |
| ADDITIONAL DOCUMENTATION | | | |
|  | Mandate letter | | |
|  | Certificates | | |
|  | Third country goods and services | | Newly manufactured goods |
|  | Local expenses | | No filial links |
|  | Commercial Commissions | | Freights |
|  | Anti-Corruption Statement | | |
|  | Export Contract | | |
|  | Loan Agreement | | |
|  | Others (detail in the Observations section) | | |
|  | If the Project is classified as a green project, a Certificate issued by an independent advisor indicating that the Project is a green project according to EU Taxonomy will be required. Please notice that, in principle, if the Project is also considered a green project according to Annex IV of the OECD Consensus, the previously mentioned Certificate will not be required. | | |

1. **OBSERVATIONS**

|  |
| --- |
|  |

1. **DECLARATION OF THE APPLICANT**

**RISK ASSESSMENT**

The Applicant, at the date of signature of this document, has conducted its own risk analysis (checking, among others, the Debtor´s and Guarantor´s, if any financial statements), and has accessed the files and records it normally uses to verify its clients’ solvency, without noting the existence of unpaid amounts or financial situations that could endanger the Debtor’s (and, if applicable, the Guarantor’s) compliance with the obligations assumed. Consequently, and in fulfilment of its obligation to inform, the Applicant expressly declares that, to the best of its knowledge and understanding, it is not aware of any circumstances that could prevent, delay or adversely affect fulfillment of the obligations deriving from the loan.

At the date of signature of this document, the Applicant declares that the information contained in this application and subsequent communications is certain, complete and correct and that it is not aware of any circumstance that might entail an aggravation of the risk. Any insurance proposal made by the Insurer is based on these declarations, its validity being conditioned to the truthfulness of the same.

**EXCLUSION OF THE LEGAL RISK**

It is hereby stated that the Insurer does not assume any legal risk related neither to the transaction, nor to any of the documentation signed or subscribed by the Insured Party.

The Insurer will be exempt from the obligation to indemnify in case (i) the loss incurred is directly or indirectly linked to an action or inaction of the Insured Party, or (ii) the Credit, its means of payment or guarantees have been incorrectly implemented or documented, and as a result they are determined to be invalid or unenforceable.

The Insured Party has the obligation to instrument and implement the transaction with the maximum diligence and, in any case, as he would usually instrument similar transactions where he does benefit from an insurance or guarantee.

1. **BASIC INFORMATION ON DATA PROTECTION**

**Entity responsible for data treatment**

* Compañía Española de Seguros de Crédito a la Exportación, S.A., Compañía de Seguros y Reaseguros (SME) (“CESCE”)

**Purposes for which we will use your personal data**

* To offer the product or credit risk insurance service that best fits your needs or your company’s, for which it is necessary to verify your identity
* To analyze, select and, as the case may be, quote a price for credit risks that you or your company may wish to cover
* To communicate your data to third parties only in so far as this is necessary to comply with a legal obligation or to formalize a contractual relation or as part of the development of the latter
* To manage, maintain and control our contractual relationship with you or your company
* To prevent fraud
* To improve the quality of the service provided by CESCE and measure your satisfaction thereafter
* To offer other products and services offered by CESCE or by third parties, complementary to credit risk and insurance that may be of interest to you or your company
* To verify commercial transactions or manage credit risk during the recovery process.

**Legal basis for data treatment**

* Your personal data will be treated mainly on the basis of the performance of a contract or on the basis of your consent

**Potential recipients of your data**

* Insurance and reinsurance agents or brokers
* Public authorities
* Regulatory and supervisory bodies
* Other entities within Grupo CESCE
* Creditworthiness and capital adequacy files

**Data protection rights**

* You may exercise your right of access, rectification, deletion, limitation or opposition to the treatment of your personal information and data portability, as detailed on the following link: <http://www.cesce.es/textos>-legales

I consent to CESCE using my personal data to carry out commercial, awareness and/or advertising actions or communications, by any means, through electronic communications or equivalent. These may be done to offer me products or services managed by CESCE’s State Account Business, Newsletters, information about country risk events or any other event to inform about State Account products as well as products or services offered by companies belonging to Grupo CESCE.

YES [        ]       NO [        ]

I consent to CESCE transferring my data to other entities of the CESCE Group, to subsidiary companies or to third parties that offer services related to credit management so that they can offer their products or services by any means.

YES [        ]       NO [        ]

In      on           

Applicant Name

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

Signed by: