1. IDENTIFICATION of the insured

|  |  |
| --- | --- |
| **Nr. FRAMEWORK AGREEMENT** |  |
| Name of the bank |  |
| Address |  |

|  |  |
| --- | --- |
| **CONTACT**  Name of the contact person |  |
| Title |  |
| Phone Nr. |  |
| E-mail |  |

1. INFORMATION on the borrower

|  |  |
| --- | --- |
| **NAME OF THE COMPANY** |  |
| Address |  |
| VAT Nr. (LU…) |  |
| LBR Nr. |  |
| Share capital |  |
| Date of incorporation |  |
| Staff (full-time equivalent) |  |
| Homepage |  |

|  |  |
| --- | --- |
| **CONTACT**  Name of the contact person |  |
| Title |  |
| Phone Nr. |  |
| E-mail |  |

|  |  |
| --- | --- |
| **COMMERICAL ACTIVITY\*** |  |
| Percentage of export | % |
| Percentage of import | % |
| Turnover year -3 |  |
| Turnover year -2 |  |
| Turnover year -1 |  |
| Provisional turnover for the current year |  |

\* If possible please attach a presentation of the company (e.g. PPT, brochures, etc.)

|  |  |
| --- | --- |
| Is the borrower credit insured? | Yes  No |
| Nr. of the policy |  |
| Name of the credit-insurer |  |
| Name of the contact person  Phone Nr. |  |
| Covered risks |  |
| Geographical area |  |
| Year of policy subscription |  |
| Is the policy still in force? | Yes  Until when?  No  Reason : |

1. DESCRIPTion of the project(s)

|  |  |
| --- | --- |
| **TYPE OF LOAN** |  |
| Reference number of the credit(s) (internal number of the Insured) |  |
| Description of the use of the bank loan |  |
| Amount |  |
| Start date : |  |
| Repayment schedule (indicate exact dates) |  |
| Interest rate + margin |  |
| Existing sureties |  |
| Requested percentage of cover (max. 50 %) |  |

1. EXPERIENCE of the insured with the borrower

|  |  |
| --- | --- |
| Beginning of the relationship |  |
| Current outstanding\* |  |
| Outstanding year -3 |  |
| Outstanding year -2 |  |
| Outstanding year -1 |  |
| Expected outstanding |  |

\* Sum of loans granted to the borrower

|  |
| --- |
| Description of the outstanding amount of the borrower (e.g. type of credit, use, duration, etc.) |
|  |

|  |
| --- |
| Motivation of the insurance request : |
|  |

|  |
| --- |
| Please share your risk assessment : |
|  |

1. other useful information

|  |
| --- |
|  |

|  |
| --- |
| **DOCUMENTS TO BE ATTACHED TO THE REQUEST**  - The last three available balance sheets of the borrower or an intermediate balance sheet |

1. DECLARATION

ODL invites the insured and the borrower to consult its policy on the personal data protection on a regular basis on the website: <https://odl.lu/en/privacy-policy/>

**THE INSURED**

|  |  |
| --- | --- |
| Given that the above data serve as the basis for issuing the approval, I declare (i) the data referred to in points 1., 3. and 4. are correct and true and (ii) the data referred to in point 2. is consistent with the information available to me.  In the event of an intentional omission or intentional false information that would lead to a misjudgment of the risk by the insurer, the insurance agreement is void.  This information only relates to the assessment of the transaction and the setting of the conditions of approval.  Done in       , on  Signature (insured) | |
|  |  |

**THE BORROWER**

|  |  |
| --- | --- |
| The borrower declares that he has read this application and agrees to the issuance of an insurance approval covering the Bank Loans contracted with the insured listed in point 3.  The borrower declares that the data given in point 2. is correct and true.  The borrower is aware that the processing of this application and the execution of the insurance policy covering some of his bank loans will require an exchange of data and information concerning the borrower (whether they originate from the borrower or the bank) between the ODL and the bank. The borrower is also aware that such data and information concerning him could also be transmitted by ODL to its service providers on condition that they are subject to a legal obligation of professional secrecy or failing that, provided that they sign a confidentiality agreement with ODL.  Consequently, the borrower irrevocably instructs the bank to exchange all information and data relating to the borrower which are useful and necessary for the processing of this application and the execution of the insurance policy covering certain of its bank loans and expressly discharges the bank from its obligation to professional secrecy concerning the data to be exchanged within the framework of the insurance policy covering certain bank loans of the borrower.  Accordingly, the borrower discharges the bank from all responsibility insofar as it has used all the means it considers reasonable and appropriate to respond to the instruction described above.  Done in       , on  Signature (borrower) Signature (insured)  (for knowledge and agreement) | |
|  |  |

ANTI-BRIBERY DECLARATION OF FOREIGN PUBLIC OFFICIALS IN INTERNATIONAL BUSINESS TRANSACTIONS

|  |  |
| --- | --- |
| Insured |  |

We declare that:

* + - * we have taken note of the law of 15 January 2001 on the approval of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded on 21 November 1997 and that we comply with this legislation, knowing that any infringement makes the concerned parties liable to penalties going beyond the sanctions foreseen by the law, ranging from the cancellation of the insurance contract to the exclusion from any further concessive aid;
      * neither we, nor anyone acting on our behalf, have been engaged or will engage in bribery in this transaction;
      * we are not listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development and the Inter-American Development Bank;
      * neither we, nor anyone acting on our behalf in connection with the transaction are currently under charge in a national court or, within a five-year period preceding the application, have been convicted in a national court or been subject to equivalent national administrative measures for violation of laws against bribery of foreign public officials of any country;
      * we will disclose, upon demand: (i) the identity of persons acting on our behalf in connection with the transaction, and (ii) the amount and purpose of commissions and fees paid**,** or agreed to be paid**,** to such persons.

Done in      , on

*(the name(s) must be written in full and the signature(s) preceded by « read and approved »)*

Name(s) :