

# APPLICATION FOR FINANCING



## 1. Borrower Name.

Borrower's Name is \_\_\_\_\_ originally created in: \_\_\_\_\_ (mm/yyyy)

For sole proprietor, provide full legal name as on government issued photo identification; for corporation/partnership/trust, provide full legal name as registered

Borrower's trade name, if applicable: \_\_\_\_\_

## 2. Borrower Legal Status.

Borrower is a:

Corporation incorporated under the laws of \_\_\_\_\_;  Partnership;  Sole proprietorship  
(Jurisdiction)

Other (Describe) \_\_\_\_\_

Borrower has its head office at:

\_\_\_\_\_  
(street address) | (town or city) | (province) | (postal code) | (e-mail address)

## 3. Borrower Ownership.

Provide all requested information for each natural person/corporate entity(ies) below:

List natural person(s) who are shareholders, officers, directors or partners of the Borrower, or the Borrower itself if a sole proprietorship

Surname	Given name(s)	Address	City	Position held in Borrower's business	Ownership %	Date of birth (dd/mm/yyyy)

List corporate entity(ies) who are shareholder(s) of the Borrower

Corporate Name	Address	City	Ownership %
A			
B			
C			

List natural person(s) who are shareholders of the corporate entity(ies) A, B, C above

Surname	Given name(s)	Address	City	Position held in Borrower's business	Ownership %	Date of birth (dd/mm/yyyy)

## 4. Guarantor(s).

Provide all requested information for each natural person/corporate entity(ies) below:

List natural person(s) acting as Guarantor

Surname	Given name(s)	Address	City	Occupation	Date of birth (dd/mm/yyyy)

List corporate entity(ies) acting as Guarantor

	Corporate Name	Address	City	Jurisdiction of Incorporation/ Organization
A				
B				
C				

**5. Borrower and Guarantor(s) Related entities**

List businesses related to Borrower and Guarantor, affiliated corporation and parent companies, if any

	Name	Address	City	Relationship to Borrower/ Guarantor

**6. Borrower Business Sector**

Description of Borrower's business: \_\_\_\_\_

**7. Borrower Project**

Borrower is seeking financing for the following project: \_\_\_\_\_

**8. Borrower's Financial Institution(s), External Accountant**

Financial Institution(s) name(s): \_\_\_\_\_ Contact person(s): \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_

External accountant firm name: \_\_\_\_\_ Contact person(s): \_\_\_\_\_ Tel.: \_\_\_\_\_  
Address: \_\_\_\_\_

**9. Borrower and Guarantor(s) Representations**

**You must read each of the following statements and confirm that they are true and accurate for each person or group specified. If you cannot do so, please indicate the statement that is false and explain why in section 9.7. Borrower/Guarantors shall immediately notify BDC if any of them are no longer accurate.**

**9.1 Ineligible Activities:**

- 1) None of the individual Borrower or the Borrower's/Guarantor's partners, shareholders, tenants and related parties, as the case may be, are involved nor will they be involved in the following ineligible activities:
  - a) Businesses that are sexually exploitive or inconsistent with generally accepted community standards of conduct and propriety, including those that feature sexually explicit entertainment, products or services; businesses that are engaged in or associated with illegal activities; busi-nesses trading in countries that are proscribed by the Federal Government; businesses that violate standards with respect to human rights, labour, the environment and anti-corruption; or
  - b) Businesses that promote violence, incite hatred or discriminate based on race, national or ethnic origin, colour, religion, gender, age or mental or physical disability.
- 2) Borrower/Guarantor(s) agree that their current and future tenants and sub-tenants are and shall be subject to the terms and conditions contained in any offer of financing and more specifically, in the clause(s) dealing with ineligible activities. All current and future leases shall be subject to terms acceptable to BDC.

**9.2 Relationship with BDC** - The individual Borrower or the Borrower's partners, shareholders, directors or officers, as the case may be, declare that they:

- 1) are not an "interested person", meaning: (i) a director or officer of BDC; (ii) the spouse or common-law partner, the child, brother, sister or parent of a director of BDC; (iii) the spouse or common-law partner of a child, brother, sister or parent of a director of BDC; or (iv) the parent, sister or brother of the spouse or common-law partner of a director of BDC;
- 2) have not contracted a loan from BDC nor are they acting as a guarantor on a loan made by BDC except as disclosed in section 9.7 below.

**9.3 Politically Exposed** - None of the individual Borrower or the Borrower's/Guarantor's partners, shareholders, directors or officers, as the case may be, or any Family members or Close associates thereof, holds or has ever held one of the following offices or positions in Canada or, in or on behalf of a foreign country:

- 1) head of state or government in foreign country; Governor general or lieutenant governor in Canada; member of a Senate, executive council of gov-ernment or a legislature; leader or president of a political party in a legislature;
- 2) deputy minister (or equivalent); ambassador or an ambassador's attaché or counsellor; military general (or higher rank);
- 3) president of a federal or provincial crown corporation or state-owned company or state-owned bank; or head of a government agency;
- 4) judge of an appeal court; mayor; head of an international organization that is established by governments or head of an institution of any such organization;

For the purpose of this paragraph: "Family member" means one of the following: (i) spouse or common-law partner; (ii) child; (iii) mother or father; (iv) spouse's or common-law partner's mother or father; and (v) a child of their mother or father. "Close associate" means a person closely connect-ed to a person listed above in (1) to (4) for personal or business reasons.

**9.4 Legal - Financial** - The individual Borrower/Guarantor, or the Borrower's/Guarantor's partners or shareholders, as the case may be, declare that they:

- 1) comply with any and all applicable laws and regulations;
- 2) have no litigation, legal action, suit or claim pending, underway or looming, nor any proceedings before any court, tribunal, government board or agency now underway or looming, and there is no unexecuted judgment rendered against them;
- 3) have not been convicted of a criminal offence (you may exclude a conviction for which a pardon has been granted);

- 4) are not in default under any material contracts to which they are a party or that affect the Borrower's/Guarantor's business or assets;
- 5) are not in arrears in the payment of any income, business or property taxes, GST, HST, sales tax, payroll deductions, etc.;
- 6) have not been declared bankrupt under bankruptcy proceedings (discharged or undischarged) and have not been the subject of other insolvency proceedings or proposals;
- 7) confirm that there has been no material worsening in the financial position or operations of the Borrower/Guarantor(s) since \_\_\_\_\_, end date of the last fiscal year of the Borrower for which a balance sheet and income statement have been provided;
- 8) are not acting on behalf of, or for the benefit of, a third party.

**9.5 Environment** - Borrower/Guarantor(s):

- 1) are not engaged in operations and processes that require disposal and/or treatment (either onsite or offsite) of industrial waste or by-products that could contaminate the soil or groundwater (e.g. hydrocarbon/water mixtures and emulsions, solid, liquid or gaseous chemical products, organic solvents or waste, organic wood-preserving chemicals, infectious waste, radioactive waste, PCBs, etc.);
- 2) have not discharged wastewater that contains such waste or by-products into water bodies or into a sewerage system;
- 3) confirm that their assets, including real estate, comply with all environmental laws; and
- 4) have not given a waiver concerning any compliance and /or violation of environmental laws to the prior owners of their assets.

**9.6 International Activities** - Borrower/Guarantor(s) declare that they presently have, or expect to have in the next twelve months, export or import activities in the following countries (check each applicable box):

United States    Mexico    European Economic Union states    United Kingdom    Australia    Japan    China    Other countries.

If the box "Other countries" is checked, provide the complete list of those countries: \_\_\_\_\_

**9.7 Clarification regarding Representations above:** Clarification by Borrower/Guarantor(s) regarding statements under sections 9.1 to 9.6, which cannot be declared true and accurate (attach and initial additional page, if needed):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**10. Consents**

**10.1 Application.** The Borrower and if applicable, the Guarantor(s), for themselves and their respective directors and officers, if incorporated each corporation declaring, where applicable, that it has obtained the consent of these individuals to provide such consent on their behalf) hereby consent to BDC:

- 1) collecting personal and commercial information ("Information") from such persons, firms, corporations, government authorities, institutions or agencies ("Third Parties") and authorizes those Third Parties to disclose the Information to BDC and making any inquiries deemed necessary with such Third Party in order to reach a decision on any financing application made and for the continuing administration of any loan granted;
- 2) exchanging Information with other financial institutions or financial partners for any project under consideration;
- 3) sharing Information with credit agencies for credit history analysis by BDC or other financial institutions;
- 4) sharing Information with legal authorities in case of fraud or suspected fraud; or with financial institutions (a) to prevent or control fraud; or (b) when there is a breach of any financing agreement;

While the Borrower and if applicable, the Guarantor(s), are not required by law to consent to such inquiries and to such Information being obtained or shared, their refusal to consent may prevent BDC from considering any application for financing.

**10.2 Sharing of information with Federal Institutions.**

Yes    No - Borrower agrees that BDC can disclose the name of its business, contact information, and industry to agencies and departments of the Federal Government, as well as to Federal Crown corporations for the purpose of accessing federal funding and service programs that could benefit the Borrower.

**10.3 Canadian Anti-Spam Legislation.**

Yes   As per Canada's anti-spam legislation, by checking this box, the Borrower accepts that BDC sends, via email provided under Section 2 above, information about business advice, solutions and events. The Borrower can withdraw its consent at any time. (5 Place Ville Marie, Suite 300 Montreal, Quebec, H3B 5E7, 1-877-232-2269).

**11. Signatures.**

For each Borrower and Guarantor, print name and date of signature, sign in all capacities (on behalf of each Borrower/corporate Guarantor as well as individual Guarantors as applicable):

Borrower's signature	Guarantor's signature	Guarantor's signature	Guarantor's signature
Borrower's name (full name in print format)	Guarantor's name (full name in print format)	Guarantor's name (full name in print format)	Guarantor's name (full name in print format)
Date of signature (dd/mm/yyyy)	Date of signature (dd/mm/yyyy)	Date of signature (dd/mm/yyyy)	Date of signature (dd/mm/yyyy)