

Application MDB COVID-19 Guaranteed Scheme (MCGS)

FRM_CRE_MDB-COV_APR2020_01

Date

a) Customer Details

Customer(s) Name / Company Name
 Signatory(ies) Name(s)
 Company No. / ID Card No.
 Sector

b) Company size

Small-Medium Enterprise (SME) (Up to 250 employees and annual turnover up to €50 million)
 Large enterprises (From 250 employees and annual turnover from €50 million)

c) Request

Loan amount

Term (min 18 months max 72 months)

Moratorium (min. 6 months)

Yes No Months requested

d) Credit Application Requirements

i) Is request within the nature of business? Yes No

ii) Reasons behind the request for funding/ why is financial assistance required?

iii) How will the funds requested be used?

e) Customer Declaration

i) Declaration of no tax arrears by end of December 2019
 ii) Declaration of Eligibility

Comments

f) Documentation to be submitted

- i) Management accounts for year 2019 and Cash Flow Statements (if Audited FS are not yet available)
- ii) Cash flow projections and requirements for the next 12 months;
- iii) Debtors and Creditors aged lists (supported by outstanding invoices where warranted).
- iv) Payment position of tax dues (NI, IT and VAT)
- v) Clear company structure with subsidiaries and associations

Please note that the Bank may ask for additional documentation to clarify certain aspects for your application

g) Declarations

1. The applicant/s confirm/s that s/he/they is/are not:

- a) unable to pay its debts on 31 December 2019, bankrupt or being wound up;
- b) having its affairs administered by the courts, or any liquidator, receiver, administrator, or special controller;
- c) has during the last five (5) years (calculated as from 31 December 2019) been the subject of any company reconstruction (by way of a compromise or arrangement with its creditors, or any class of them or its members or any class of them) or company recovery procedure, in terms of the Companies Act (Cap. 386 of the laws of Malta);
- d) Is subject of proceedings concerning any of the aforementioned matters;
- e) Is in a situation analogous to any of the situations mentioned in paragraphs (a) to (d) above, arising in any jurisdiction, including but not limited to, any action taken by the competent authorities in Malta;
- f) during the last five (5) years (calculated as from 31 December 2019) been it or persons having powers of representation, decision-making or control over it have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata, which would affect the ability of the Borrower to implement this facility letter and perform its obligations hereunder.

2. The applicant/s confirm/s that s/he/they is/are are not involved in the following sectors:

- a) Illegal Economic Activities - Any production, trade or other activity, which is illegal under the laws or regulations applicable to the Final Beneficiary ("Illegal Economic Activity"). Human cloning for reproduction purposes is considered an Illegal Economic Activity.
- b) Production of and Trade in Weapons and Ammunition - The financing of the production of and trade in weapons and ammunition of any kind or military operations of any kind.
- c) Pornography and prostitution
- d) Nuclear Energy
- e) IT Sector Restrictions - Research, development or technical applications relating to electronic data programs or solutions, which:
 - (i) aim specifically at supporting any activity included in the Restricted Sectors referred to under 1. to 7. (inclusive) above; or
 - (ii) are intended to enable to illegally:
 - (a) enter into electronic data networks; or
 - (b) download electronic data.
- f) Life Science Sector Restrictions - When providing support to the financing of the research, development or technical applications relating to:
 - (i) human cloning for research or therapeutic purposes; and
 - (ii) Genetically Modified Organisms ("GMOs").
- g) Activities Involving Live Animals - Activities involving live animals for experimental and scientific purposes insofar as compliance with the "Council of Europe's Convention for the Protection of Vertebrate Animals used for Experimental and other Scientific Purposes" cannot be guaranteed.
- h) Activities which give rise to significant negative environmental impacts
- i) Activities constituting loans and advances between credit institutions

3. The applicant/s declares that s/he/they/it acknowledge/s that the Bank reserves the right to ask for further information and to impose additional conditions (including but not limited to additional representations and warranties) in any credit agreement it may offer to the applicant/s in connection with the Credit Facilities or before any agreement may be offered.

Data Protection

The Bank undertakes to process any personal data submitted to it pursuant to this Application in accordance with the provisions of the EU General Data Protection Regulation (GDPR), the Maltese Data Protection Act (Chapter 586 of the Laws of Malta) including any applicable subsidiary legislation and also as indicated in this Agreement.

The Applicant/s hereby confirm/s that he/she/they have reviewed the Bank's privacy policy, a full version of which may be viewed on https://www.bnf.bank/privacy_policy and is also available in printed form on request, as well as any condensed version thereof which may have previously been provided to the applicant/s by the Bank.

The Applicant/s hereby declare/s that the information given on this form is correct to the best of his/their knowledge and belief. The applicant/s bind/s himself/themselves to inform BNF Bank plc immediately of any changes in the information supplied.

Processing

The processing fees shall be debited on signing of this application form from the applicant's account held with the Bank as indicated herein. Such processing fees shall only be refunded to the applicant in the event the Bank does not grant the credit facility for which this application is being made either in whole or in part. For the avoidance of doubt and dispute, the Bank shall not provide a refund in the event the applicant cancels the application for any reason including but not limited to a change to the terms and conditions of the loan which the Bank may, in its sole discretion, require.

Without prejudice to the above, the Bank reserves the right to charge an administration fee in the following instances:

- (a) in the event the applicant requests a change in the initial application form;
- (b) in the event the applicant requests a change in the security to be provided by the applicant in favour of the Bank, if any; and
- (c) in the event of incorrect, misleading, inaccurate or incomplete information provided by the applicant to the Bank for the purposes of processing this application.

For the avoidance of doubt and dispute, the Bank shall not provide a refund of the administration fee in the event the Bank does not grant the credit facility for which the applicant is being made either in whole or in part or the applicant, for any reason, cancels this application.

Signature **(applicant)**

Name:

ID:

Signature **(Joint applicant)**

Name:

ID:

For Internal Use (insert comments)

Signature **(BNF official)**

Name: