

TRIPARTITE AGREEMENT FOR SOLD ACCOUNTS (SPECIFIC ACCOUNTS) (DOMESTIC POLICY)

This tripartite agreement (the “Agreement”) is made as of the _____ day of _____, 20____, among the Insurers identified in the Coverage Certificate (the “Insurers”), _____ (the “Main Insured”) and _____ (the “Financial Institution”).

1. The Insurers have issued Domestic Portfolio Credit Insurance Policy No. _____ to the Main Insured (the “Policy”), a copy of which, together with any amendments, has been made available to the Financial Institution by the Main Insured. Capitalized terms not defined in this Agreement have the meaning set out in the Policy.
2. The Financial Institution intends to purchase certain of the accounts receivable that are insured under the Policy and requires that the Main Insured, or any Additional Insured under the Policy, as applicable, assign to the Financial Institution their rights under the Policy with respect to these accounts receivable. In this Agreement, the “Insured” means the Main Insured and any Additional Insured under the Policy.
3. The Insured may assign to the Financial Institution the Insured’s rights under the Policy with respect to any Sold Accounts. For the purposes of this Agreement, “Sold Account(s)” means those accounts receivable of the Insured that (i) are insured under the Policy, (ii) are sold to the Financial Institution and (iii) are listed in a form attached as Schedule “A” (there may be more than one Schedule “A” created in connection with the Agreement and each of these will form part of this Agreement). Any amount payable by the Insurers under the Policy pursuant to a claim for Loss with respect to any Sold Account(s) will be paid to the Financial Institution.
4. The Main Insured, on its own behalf and on behalf of any Additional Insured (if applicable):
 - (i) understands that, immediately following the date that this Agreement is noted in the Insurers’ records, the Insurers may provide to the Financial Institution all information and documents concerning the Policy which is also available to the Insured, including information and documents related to Credit Approvals, declarations of sales (if applicable), losses and claims and termination of the Policy, as well as information concerning the Insured’s compliance with the terms and conditions of the Policy or default thereunder (including overdue reports), and consents to that disclosure and, further, agrees to the Insurers using any technology as the Insurers may choose from time to time for the purposes of providing any of that information to the Financial Institution; and
 - (ii) acknowledges that, if any of the information disclosed to a Financial Institution in conformity with this Agreement is considered “personal information” as defined by the Privacy Act, it will only be disclosed in compliance with the Privacy Act.
5. Regardless of the Insurers’ approval of the assignment of the Insured’s rights under the Policy with respect to any Sold Account(s), and as a condition of the Insurers paying any claim for Loss to the Financial Institution:
 - (a) the Insured, its representative, or the Financial Institution on behalf of the Insured, must continue to perform and carry out all the obligations and duties of the Insured pursuant to the Policy relating to the Sold Account(s);
 - (b) the Insurers must receive evidence satisfactory to the Insurers that the Financial Institution has purchased the Sold Account(s) in respect of which the claim has been submitted; and
 - (c) the Financial Institution must, at the Insurers’ request, transfer and assign the Sold Account(s) to the Insurers or to the Insured.

6. (a) The Insurers do not warrant the performance of the Insured under its contracts of sale or under the Policy and it is therefore the Financial Institution's responsibility to ensure that the Insured will carry out its obligations under its contracts of sale and under the Policy.
- (b) The Insurers' only obligations to the Insured and the Financial Institution under the Policy are as set out in the Policy and this Agreement.
- (c) Any applicable maximum liability amount(s), as set out in the Policy, and all Credit Limits applicable to individual Buyers, continue to apply to Sold Account(s).
- (d) The Financial Institution will not be in a better position with respect to coverage under the Policy than the Insured would have been if the account receivable had not been sold to the Financial Institution.

Regardless of the preceding sentence, it is agreed and understood that amounts that may be owed by the Insured to the Insurers under the Policy will not be deducted from the amount of any claim payment for Loss with respect to any Sold Account(s) otherwise determined by the Insurers to be payable to the Financial Institution as per this Agreement and in accordance with the "Calculation of Loss Amount" section of the Policy and any other applicable terms and conditions of the Policy. The Main Insured, on its behalf and on behalf of any Additional Insured under the Policy, hereby understands and acknowledges that the above in no way limits the Insurers' right to seek payment from the Insured of any such amounts owing by the Insured to the Insurers.

- (e) The Financial Institution must provide the Insurers with all the documentation and information that the Insurers normally require from the Insured when submitting a claim to the Insurers, if the Insured fails to do so.
 - (f) If the Insurers pay a claim for Loss with respect to a Sold Account, the Financial Institution's right of recourse against the Insured in respect of the Sold Account will be restricted to the uninsured portion of the Sold Account and the amount of any applicable unpaid default interest together with any unpaid default interest on the insured portion of the Sold Account from the date of default to the date of payment by the Insurers. If the Insurers refuse to pay a claim with respect to a Sold Account, the Financial Institution's right of recourse will be unrestricted.
7. The Insurers and the Insured agree that the Policy is amended to provide that, in cases where the Insured makes a claim for Loss under the Policy with respect to an account receivable which has not been sold to the Financial Institution, the Loss Amount with respect to that account receivable will not exceed the Credit Limit for the Buyer, less:
 - (a) the amount of any previous claim payments made for the same Buyer (which have not been recovered), whether the claim payments were made to the Insured or to the Financial Institution; and
 - (b) the aggregate amount of any outstanding Sold Accounts in respect of which a claim payment has not been made under the Policy.

8. Neither the assignment of the Insured's rights under the Policy to the Financial Institution nor anything in this Agreement limits the Insurers' rights as insurers.
9. This Agreement may be executed in counterparts and all counterparts constitute one and the same agreement.
10. This Agreement will be binding upon the parties to this Agreement and their respective successors and permitted assigns. This Agreement is not assignable except with the prior written consent of the Insurers.

The parties to this Agreement have caused this Agreement to be duly executed by their respective authorized signatories as of the day and year first above written.

EXPORT DEVELOPMENT CANADA, on behalf of the Insurers

By	
Name	
Title	

By	
Name	
Title	

NAME OF MAIN INSURED onon its own behalf and on behalf of each Additional Insured under the Policy (if any)

By	
Name	
Title	

NAME OF FINANCIAL INSTITUTION

By	
Name	
Title	
Email	

TRIPARTITE AGREEMENT FOR SOLD ACCOUNTS (SPECIFIC ACCOUNTS) (DOMESTIC POLICY)

SCHEDULE A

This Schedule is pursuant to the provisions of a Tripartite Agreement for Sold Accounts dated the _____ day of _____, 20____ (the “Agreement”) entered into by the Insurers identified in the Coverage Certificate (the “Insurers”); _____ (the “Financial Institution”), and _____ (the “Main Insured”).

Sold Accounts					Credit Limit Approved by the Insurers		Aggregate amount owing by Buyer to Insured and Financial Institution (see note)
Name & Address of Buyer	Draft and/or invoice no.	Date Shipped	Amount	Due Date	Amount	Terms	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

NOTE: The amount shown in Column “H” will include: (i) all amounts shown in Column “D”, (ii) all other amounts owed by the Buyer to the Insured pursuant to accounts receivable of the Insured that are insured under the Policy, and (iii) all amounts owed by the Buyer to the Financial Institution as set out in any previous Schedule “A” acknowledged by the Insurers.

