

Signed declaration

As part of an application for credit to be used in the form of a line of credit, investment loan or overdraft facility (hereinafter the **Credit**) submitted to ING Luxembourg S.A., 26 place de la Gare, L-2965 Luxembourg (hereinafter the **Bank**) to cover temporary financial or cash flow difficulties encountered following the Covid-19 pandemic (hereinafter the **Purpose of the Credit**);

the following natural person or company acting through its duly authorised representative(s):

| | |
|---|--|
| Company Name | |
| Business address or registered office of the company | |

(hereinafter the **Customer**);

in the context of assessing this Credit application in order to be able to receive support from the State Treasury in the form of a partial guarantee under this Credit in favour of the Bank (hereinafter the Covid-19 Guarantee) in accordance with the provisions of the Law of 18 April 2020 establishing a guarantee scheme supporting the Luxembourg economy during the Covid-19 pandemic (hereinafter the Law) (as published in Mémorial A No. 307 of 18 April 2020);

Hereby declares and certifies to the Bank as follows:

- a) that the Customer is either (i) a commercial, artisanal or industrial company with a business permit issued pursuant to the amended Law of 2 September 2011 regulating access to the professions of tradespeople, merchants, manufacturers and certain independent professionals or (ii) a natural or legal person established in Luxembourg who primarily and independently carries on one of the activities referred to in Article 91(1), point 1 of the amended Law of 4 December 1967 on income tax;
- b) that the Customer is encountering temporary financial or cash flow difficulties following the Covid-19 pandemic;
- c) that the Customer would like to receive credit from the Bank intended exclusively for the Purpose of the Credit;
- d) that the Customer was not in financial difficulty before 1 January 2020 in accordance with Article 2(18) of Commission Regulation (EU) No 651/2014 of 17 June 2014;
- e) that the Credit application to the Bank will not exceed, if approved, the maximum legal threshold of 25% of the beneficiary company's turnover, even when one or more applications have been submitted with other credit institutions at the same time;
- f) that the Customer is not excluded as provided for in Article 1 4° of the Law as a result of violating the provisions prohibiting illegal work or the provisions prohibiting the employment of third-country nationals residing illegally;
- g) that the Customer does not fall within one of the other cases excluded from the scope of the Law as provided for in Article 1 of said Law;
- h) that the Customer does not benefit from any other guarantee measures granted by the Luxembourg Government, including those falling under Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, and that the Customer has not applied for such a measure;
- i) that the Customer has duly informed the Bank of all other loans or credit guaranteed by the Government or referred to in the previous paragraph as well as any other pending applications made with other credit institutions to obtain loans or credit covered by the Covid-19 Guarantee or such support.

Furthermore, by signing this declaration the Customer expressly represents that:

- > it authorises the Bank to process the Customer’s (personal) data for the purposes of assessing the application, granting and monitoring the Credit, as well as for any recovery of amounts due under the Credit;
- > it irrevocably accepts that the Bank may (and expressly and irrevocably authorises it, as far as necessary, to) provide, at the first request of the State Treasury, the Ministry of Finance, as well as the Ministry of the Economy, any information and/or documents of which the Bank has or will have knowledge, including those on the Customer, its activities, the credit granted to it by the Bank and the Purpose of the Credit;
- > it is aware that the State Treasury, the Ministry of Finance, as well as the Ministry of the Economy will in turn process this data for the purposes of the application for the State-backed guarantee scheme and the proper application of the Law;
- > it irrevocably authorises the Bank to exchange in the same context information about the Customer and its Credit application with any other financial institution (i) authorised to grant credit covered by a Covid-19 Guarantee in accordance with the Law, which may have granted the Applicant credit covered by a Covid-19 Guarantee and/ or received a similar credit application from the Applicant or (ii) having granted or received another application for support provided for by the Government as a result of the Covid-19 pandemic.

Finally, the Customer declares that all information and data provided to the Bank in this Declaration and the Credit application is accurate, true and complete, and that it is aware that any false, inaccurate or incomplete declaration may result in the refusal of the Credit or its immediate termination, or the obligation to immediately repay the credit and all aid granted under the conditions imposed by the Law without prejudice to possible criminal sanctions in accordance with Article 8 of the Law.

Signed in _____, on _____

Certified true and accurate

(signature)

(signature)

Personal data collected as part of this application will be processed by the Bank in accordance with the «General Data Protection Regulation» (Regulation (EU) 2016/679 - GDPR). All data subjects have the right to access and correct such data, and, within the limits of the legal provisions, the right to restrict processing, the right to object to such processing and the right to request the deletion of certain data in accordance with the Privacy Statement and General Terms and Conditions of the Bank available on the website www.ing.lu.

