

Slovenská záručná a rozvojová banka, a. s.  
Štefánikova 27  
81499 Bratislava  
the Slovak Republic

**For the attention of:** Mr Juraj Topolcany

Luxembourg, 19.01.2015                      Ops/CAU/20140096/IO/ad                      Ref.:

**Subject:    SZRB LOAN FOR SMES AND YOUTH EMPLOYMENT**  
**Finance Contract between the European Investment Bank and Slovenská záručná a rozvojová banka, a. s., dated XXXXXXXX**  
**Side Letter to the Finance Contract n° 83447**

Dear Sir,  
Dear Madam,

The European Investment Bank (hereinafter referred to as "the Bank" or "EIB") has made available a **Multiple Beneficiary Intermediated Loan (MBIL)** of EUR 30m for Slovenská záručná a rozvojová banka, a. s. (hereinafter "Borrower") under the agreement n° 83447 (hereinafter referred to as "Finance Contract") signed on 14.01.2015.

This cover page and the following pages constitute together the Side Letter (as defined in the Finance Contract). The following pages set out the criteria and operational allocation procedures for the financing of investments (hereinafter "Sub-Projects") as applicable from this date onwards, promoted by the following Final Beneficiaries:

- Small and Medium-sized Enterprises (**SMEs**) and **MidCaps** for investments with a Sub-Project cost of **up to EUR 25 million**

The Loan shall be allocated for the financing of Sub-Projects undertaken by SMEs and/or MidCaps, out of which only up to 30% shall be used for the financing of Sub-Projects undertaken by MidCaps.

EIB retains the right to propose an amendment of the eligibility criteria in the Side Letter - e.g. following policy changes decided by EIB - in agreement with the Borrower. Note also that any change will apply only for future allocations, so there would be no retroactive effect.

We are sending you this Side Letter in duplicate. Please **return to us one set** of:

- 1) this **cover page duly signed**, to mark your agreement;
- 2) the **following pages, initialled** on the bottom right hand side corner.

The second set of documents is for your files.

Yours faithfully,  
EUROPEAN INVESTMENT BANK

J. Bures

I.Oppermann

AGREED and ACCEPTED

.....  
**Slovenská záručná a rozvojová banka, a. s.**

**Dušan Tomašec**  
**Chairman of the Board**  
**Of Directors**

**Peter Ševčovic**  
**Vice-Chairman of the Board**  
**of Directors**

# **ALLOCATION RULES FOR SMEs AND / OR MIDCAPs UNDERTAKING INVESTMENTS WITH A SUB-PROJECT COST OF UP TO EUR 25m**

## **1. FINAL BENEFICIARIES, SIZE and TERM, LOCATION AND EXCLUDED SECTORS**

### **1.1. Final Beneficiaries**

- Final Beneficiaries are small and medium sized enterprises ("SMEs") defined as enterprises with less than 250 employees (full-time equivalent) or MidCaps defined as enterprises with minimum 250 and less than 3000 employees (full-time equivalent) at the time of presentation of the allocation proposal ("Allocation Proposal") to the EIB.
- An enterprise is any entity engaged in an economic activity, irrespective of its legal form; thus also family firms, partnerships and associations regularly engaged in economic activity may be considered as enterprises.
- An enterprise loses its SME/MidCap status if one or more public bodies hold 25% or more of capital/voting rights except those listed under the definition of Autonomous enterprises below which may hold 25% but not more than 50%.
- The number of employees of an enterprise is calculated taking into account (i) its direct employees and (ii) the employees of related enterprises in accordance with the EC definitions for Autonomous, Partner and Linked enterprises as summarised below. Note that relationships between enterprises through natural persons are also taken into account if enterprises are linked (see 3. below) and they are active on the same market or in adjacent markets.
- The calculation of the number of employees of an enterprise is coherent with that used by the EC (the SME definition which took effect on 1/1/2005 and Commission Recommendation 2003/361/EC). Definitions and examples can be found in the EC - DG Enterprise and Industry Publication "SME definition - User guide and model declaration"-  
[http://ec.europa.eu/enterprise/policies/sme/files/sme\\_definition/sme\\_user\\_guide\\_en.pdf](http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_user_guide_en.pdf).

#### **1.1.1. Autonomous enterprises**

- An enterprise is considered autonomous if it does not hold 25% or more of capital/voting rights (whichever is the higher) in one or more other enterprises and no enterprise has a stake of 25% or more of its capital or voting rights (whichever is the higher).

Exception: an enterprise is still considered autonomous if the following investors hold up to 50% of the capital/voting rights and do not exercise a dominant influence: public investment corporations, venture capital companies and business angels, universities and non-profit research centres, institutional investors including regional development funds, autonomous local authorities with an annual budget of less than EUR 10m and fewer than 5,000 inhabitants.

- For autonomous enterprises, the number of employees is that of the enterprise only.

#### **1.1.2. Partner enterprises**

- An enterprise is considered a partner enterprise if it holds at least 25% but no more than 50% of capital/voting rights (whichever is the higher) in one or more other enterprises and/or another enterprise holds at least 25% but no more than 50% of its capital/voting rights (whichever is the higher).
- For partner enterprises, the number of employees is the sum of the number of employees of the enterprise itself plus a proportion of the number of employees of each of the partner enterprises which reflects the percentage of shares/voting rights that are held. Only data of the partner enterprise(s) immediately upstream and downstream have to be added.

### **1.1.3. Linked enterprises**

- Two enterprises are considered linked if one controls the other, directly or indirectly, through the majority of capital/voting rights or through the ability to exercise a dominant influence through a contract or by agreement. In most EU member states, linked enterprises are required to prepare consolidated accounts.
- For linked enterprises, the number of employees is the sum of the number of employees of the enterprise itself plus the total number of employees of each of the linked enterprises. For linked enterprises, the number of employees has to be added for all enterprises at all levels throughout the entire chain upstream and downstream.

### **1.1.4. Financial holding companies**

Financial holding companies whose sole economic activity is to hold and to manage portfolio of equity participations and/or investments in other companies, and leasing companies associated with a specific manufacturer are not eligible for EIB financing.

### **1.1.5. Eligibility of enterprises owning building and land for an underlying commercial business** (for example “Sociétés civiles immobilières, SCI” (France) or Immobiliengesellschaft (Germany)):

Financing needs of legal entities which are created to own real estate (land and buildings) to be used (through rental) by an underlying commercial business, may be eligible if the real estate company and the underlying commercial business belong to the same group, if the commercial entity is clearly identified and if it complies with the eligibility criteria as outlined in this side letter. Restrictions on land purchase as laid out in this side letter apply. In the Allocation List, the Borrower should indicate the NACE activity code of the commercial entity.

### **1.2. Rules for combining EIB allocations with EU grants**

Where EU subsidies are associated with a Sub-Project<sup>1</sup>, the sum of the EIB allocation and the potential EU subsidies used to finance this Sub-Project may not exceed 100% of the investment cost (defined as the total cost of the Sub-Project) at any time.

### **1.3. Size and term of the loans to Final Beneficiaries**

- The total cost of each Sub-Project should not exceed the equivalent of EUR 25m.
- The amount of an EIB allocation (“Allocation”) may reach up to 100% of the loan granted by the Borrower<sup>2</sup> to a Final Beneficiary, but may not exceed EUR 12.5m (or equivalent in other currency).
- The term of loans granted by the Borrower to Final Beneficiaries should be minimum 2 years and not exceed the economic and technical life of the Sub-Project financed<sup>3</sup>.

### **1.4. Location**

Final Beneficiaries and Sub-Projects should be mainly located mainly in the Slovak Republic, but Final Beneficiaries and investments in other EU Member States are not excluded.

### **1.5. Excluded sectors and activities**

Final Beneficiaries active in any sector are eligible except the following activities:

- a) Activities targeting the production of weapons and ammunition, arms, military or police equipment or infrastructures, and equipment or infrastructure which result in limiting people’s individual rights and freedom (i.e. prisons, detention centres of any form) or in violation of human rights;
- b) Activities targeting the production or facilitating the use of gambling and related equipment;

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<sup>1</sup> The term “Sub-project” is further defined in section 2.1.

<sup>2</sup> “Borrower” in this context is the financial institution borrowing funds from the EIB, as defined in the Finance Contract to which this document constitutes the Side Letter.

<sup>3</sup> For the financing of Final Beneficiary’s working capital needs, please see section 2.3.

- c) Activities targeting tobacco manufacturing, processing, or specialist tobacco distribution, and activities facilitating the use of tobacco (e.g. "smoking halls");
- d) 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;
- e) Activities which give rise to environmental impacts that are not largely mitigated and/or compensated (see also section 3 about conformity with EU directives and national laws on environment);
- f) Activities considered ethically or morally controversial or which are forbidden by national law, e.g. research on human cloning;
- g) The purchase of goodwill; the purchase of intangible assets<sup>4</sup> that could lead to or enforce a strong market position of the Final Beneficiary (i.e. a market share of more than 20% of the relevant market; the purchase of licenses or rights for mineral resource exploitation;
- h) Activities constituting pure real estate development activity;
- i) Activities constituting pure financial transactions (such as the purchase of shares, or any other financial product).
- j) Any other sectors identified as non-eligible sectors on the list of NACE codes provided to the Borrower by e-mail.

## **2. TARGETED INVESTMENTS**

### **2.1. General Scope**

EIB can support the financing of all investments and expenditures incurred in the context of the development of Final Beneficiaries through eligible Sub-Projects. Business taxes such as Value Added Tax (VAT) are only eligible if they are non-recoverable. Financing of tariffs is excluded.

A Sub-Project is an aggregation of tangible and intangible investments and expenditures which can be identified in terms of location, design and benefits, and which is undertaken over a period of up to three years. Locations may not be used to finance real estate development, nor to allow the Final Beneficiary to provide consumer finance. Financing the purchase, (or construction or renovation) of real estate with the purpose of selling or renting the building to a third party (i.e. not part of the same group of enterprises) is excluded from EIB support. Financing the purchase of assets other than real estate (e.g. construction equipment), with the purpose of renting them to third parties, is however eligible.

### **2.2. Investment categories**

Investments and expenditures which could be considered for financing as part of the Sub-Project include:

- The purchase, renovation or extension of tangible assets other than land<sup>5</sup>;
- The purchase of patents and licences is eligible where they are necessary for the technical implementation of the Sub-Project;
- Investment in intangible assets, i.e.:
  - Development, planning and financing costs during the construction phase of a tangible asset;
  - R&D expenses (fees, development costs and gross salaries directly associated with the research, development, and innovation components of the activity);
  - Building up of distribution networks in domestic or other markets inside the EU (asset and/or trademark acquisition, operational costs and labour costs).

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<sup>4</sup> Examples of such intangible assets include production or distribution rights, such as for media and services, taxi licences, production licences in the pharmaceutical industry, etc.

<sup>5</sup> The financing of land purchase is excluded unless it is technically essential for the investments. Financing of purchase of farmland is entirely excluded.

- Generation change (i.e. retirement of the previous owner) or staff-related enterprise transmission, allowing for a continuation in economic activity of the respective enterprise. The scope of the financing is however limited to those cases where both buyer and the entity to be sold are eligible enterprises as defined in this Side Letter, and the total financing need for the operation does not exceed EUR 5m (excluding own funds). The acquisition of enterprises in other contexts than in the one described in this paragraph is not eligible for EIB financing.
- Medium and long term working capital needs as further set out on Section 2.3.

In line with good banking practice, the Borrower will ensure that all the tangible and intangible investments forming parts of the Sub-Project are adequately maintained by the Final Beneficiary.

### **2.3. Working capital**

EIB funds may be used to support financing needs arising from the operational activities of the Final Beneficiary. The Borrower must provide a loan to the Final Beneficiary of at least two years. EIB funds may support revolving overdraft facilities. All other requirements set out in this letter, and particularly those for transparent and quantifiable transfer of benefit to the Final Beneficiary and the provision of information on EIB's role, remain unchanged.

## **3. COMPLIANCE WITH EU REGULATIONS AND NATIONAL LAW**

In line with the Finance Contract, the Borrower shall stipulate with the Final Beneficiary that Sub-Projects undertaken with the proceeds of EIB funds should comply with the relevant applicable EU and national legislation. This applies in particular to Sub-Projects in the field of environment and sectors regulated by EU policy.

The EIB also asks the Borrower to take note of the EIB's Statement of Environmental and Social Principles and Standards<sup>6</sup>.

Where applicable, Sub-Projects can only be financed if the national and EU requirements in force with regard to procurement for works, supplies and services have been satisfied<sup>7</sup>. The Borrower will stipulate with the Final Beneficiary that the latter confirms that the investments financed by the EIB are in compliance with EU Directives and national laws on procurement, where applicable.

## **4. INFORMATION TO THE FINAL BENEFICIARY ABOUT EIB SUPPORT**

### **4.1. Content and method of provision of information**

EIB cooperation with the Borrower should result in improved borrowing conditions for the Final Beneficiary ("Financial Advantage"). The level of Financial Advantage is specified in the Finance Contract.

The Borrower commits to inform each Final Beneficiary individually of the EIB support and of the Financial Advantage stemming from EIB involvement through individual information to the Final Beneficiary either by mentioning the EIB's involvement in the Finance/ Lease Contract or by separate Letter or electronic means, sent to each Final Beneficiary. The Finance Contract / letter / message should indicate that the respective financing has benefited from EIB support, and state the difference in terms and conditions stemming from this support compared to the conditions the Borrower would have proposed for the same financing without EIB support. The method for provision of information chosen from the options described herein is specified in the Finance Contract.

Optionally, in addition to these obligations, the Borrower could use product labelling to advertise a specific product that benefitted from EIB funds. The conditions of this product should be clearly differentiated from a "standard" product. In order to communicate the partnership between EIB and the Borrower to the Final Beneficiaries, either the name of the product or the marketing documentation should clearly refer to EIB.

<sup>6</sup> <http://www.eib.org/infocentre/press/news/all/eib-statement-of-environmental-and-social-principles-and-standards.htm>

<sup>7</sup>For further information on EU tendering requirements: <http://www.eib.org/projects/cycle/procurement/index.htm>

#### **4.2. Information on Borrower and EIB websites**

The Borrower shall insert on its website dedicated to medium and long term financing products an information page on EIB's activity in favour of the Final Beneficiaries targeted by this Side Letter. This should include eligibility criteria and a reference to the advantageous conditions of EIB. The contents of the information page in the Internet should be agreed between EIB and the Borrower.

To allow Final Beneficiaries to quickly identify the partner banks through which they may have access to EIB funds, the EIB website contains a lists of Borrowers per country. EIB will regularly request the Borrower to confirm its address, a contact name for a person who can reply to potential requests for EIB financing, and the coordinates of that person. Where applicable, the Borrower should also provide the EIB with the IP link to the webpage in the Borrower's website mentioning the EIB's activity, and inform EIB (through [allocations@eib.org](mailto:allocations@eib.org)) when the contact person or such link should change.

#### **4.3. General comments on information**

The texts used to inform each Final Beneficiary of the EIB support, the specifics of the product developed and the minimum amount of Financial Advantage transferred to the Final Beneficiaries have to be agreed with EIB. Any change during the allocation period as defined in the Finance Contract ("Allocation Period") will be subject to prior approval of EIB. EIB reserves the right to ask the Borrower for documentary evidence that the information about EIB support and about the amount of Financial Advantage transferred has indeed been conveyed individually to the relevant Final Beneficiary. The Borrower should retain this evidence at least until the EIB Loan has been reimbursed.

#### **5. COMPLEMENTARITY**

At the end of the Allocation Period, the Borrower will confirm to EIB that the amount of medium and long term financing for Final Beneficiaries as defined in this Side Letter (with a term of more than 2 years) outside of excluded sectors signed during the Allocation Period and financed with non-EIB resources has been at least as much as the sum of the allocations made to Final Beneficiaries as defined in this Side Letter<sup>8</sup>. Annex 1 provides a template to be followed in substance for certification of the Complementarity by the Borrower.

When confirming Complementarity, a portfolio of loans which has been already used to confirm Complementarity on another EIB MBIL cannot be used.

#### **6. PRESENTATION OF ALLOCATION PROPOSALS**

The Borrower is encouraged to provide allocation proposal lists ("Allocation Proposal Lists") frequently to justify the utilisation of the MBIL during the Allocation Period. As a best practice, EIB would expect to receive Allocation Proposal Lists at least every 6 months. These are to be submitted to the e-mail address [allocations@eib.org](mailto:allocations@eib.org)

Allocation Proposals may be submitted only in the currency of the Finance Contract (the "Contract Currency"). The Borrower may choose an exchange rate to be applied to calculate the equivalent in Contract Currency for loans granted in other currencies. This choice should be made reasonably. For Allocation Proposals submitted in currencies other than EUR, upper limits such as the maximum loan amount or the limit defined for the financing of enterprise transmission will be calculated by EIB using the exchange rate as published by the European Central Bank on the day prior to the receipt of the Allocation Proposal by EIB.

The date of signature of a loan between the Borrower and a Final Beneficiary should normally not be more than 6 months before the date of the presentation of the Allocation Proposal to EIB. Exceptionally, loans signed more than 6 months, and up to 2 years ago, may be presented to EIB for allocation, but they shall have a minimum remaining term of 2 years at the moment of presentation to EIB.

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<sup>8</sup>E.g. if the EIB Loan is EUR 100 million, at the end of the Allocation Period, the Borrower will confirm to the EIB that the volume of medium and long term SME financing outside of excluded sectors (with a term of more than 2 years), signed during the Allocation Period and financed with non-EIB resources has been at least an additional EUR 100 million.

The information to be provided in the Allocation Proposal List should comprise at least the following items:

- Name and address of the Final Beneficiary
- Activity code (NACE)
- Number of employees
- Loan/lease amount granted by the Borrower to the Final Beneficiary
- Allocation amount in contract currency
- Term of the loan/lease granted by the Borrower to the Final Beneficiary in months
- Financial Advantage transferred (basis points or other methods)
- Confirmation that information about the EIB support was conveyed to the Final Beneficiary
- For allocations under the "Jobs for Youth" (JfY) initiative: the number of young persons employed (aged minimum 15 and less than 25 years) at the time of the allocation proposal. For companies benefiting from the Jobs for Youth Initiative because they have employed at least one young person in the last 6 months, or plan to employ at least one young person in the coming 6 months (at least 5 young persons, respectively, for MidCap enterprises), the Borrower should also report the number of additional young persons employed/to be employed in the dedicated fields of the Electronic Allocation Tool<sup>9</sup>.

For transmitting above information to EIB, the Borrower shall use the electronic tool ("Allocation Import Tool") that will be provided by e-mail by EIB.

The Borrower will be asked to confirm for each Allocation Proposal whether the Final Beneficiary has been informed about the EIB involvement in the Sub-Financing it has obtained, and whether the Final Beneficiary has also been informed about the Financial Advantage transferred.

EIB reserves the right to verify the consistency of the data provided according to the above minimum requirements. It may ask the Borrower for additional information for clarification purposes. EIB may also request that changes be made to the Allocation Proposal List provided if the information is not in line with the terms used in this document.

## **7. VALIDATION PROCEDURE**

EIB will validate, by way of a letter ("Allocation Letter") sent to the Borrower, the Allocation Proposals contained in the Allocation Proposal List provided by the Borrower. EIB will therein confirm:

- the Allocation Amount for each Final Beneficiary loan; and
- the total of validated Allocation Proposals.

The Borrower accepts that the Bank will send Allocation Letters only in electronic format (i.e. it will receive a scanned ("pdf) document duly signed by EIB representatives. No paper version will follow. The Borrower undertakes to provide the Bank with at least two e-mail addresses to which to send the Allocation Letters. It is the Borrower's responsibility to inform EIB should these addresses change during the Allocation Period of this MBIL.

## **8. LOAN DURATIONS**

EIB recommends that the Borrower ensure that the average weighted duration of the Sub-Financings to Final Beneficiaries corresponds to the average weighted duration of the disbursed Tranches of the EIB Loan. This relationship between the two durations will be one of the foci of EIB's performance evaluation on the operation, while understanding that the two durations will not match perfectly.

Correspondence may be ensured in two main ways:

- a) through allocation of loans to Final Beneficiaries to tranches of the EIB MBIL which closely match the characteristics of those loans (in terms of duration, amortization profile etc.); or
- b) through re-allocation of EIB funding where needed, to take account of differences in duration between the EIB MBIL and the loans to Final Beneficiaries supported.

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<sup>9</sup> Example: The SME employs 3 young persons at the time of the allocation proposal. In addition, it has employed 2 young persons 3 months before the signature of the sub-financing agreement with the Borrower. The Borrower should report the number of additional young persons employed / to be employed in the dedicated fields of the Electronic Allocation Tool.

As specified in the Finance Contract, Borrowers may re-employ the funds to finance other Sub-Projects eligible for EIB financing. Where funds are re-employed, Borrowers must certify on request that the funds have been used to finance new eligible lending to Final Beneficiaries as defined in this Side Letter, and must identify their total volume of new lending to such Final Beneficiaries in the previous year. Alternatively, the Borrower may choose to provide a list of the new eligible loans made to Final Beneficiaries with the re-employed funds.

Borrowers may also choose to voluntarily pre-pay the funds which have not been re-employed to EIB.

## **9. JOBS FOR YOUTH INITIATIVE**

In addition to the criteria outlined above, the Borrower has agreed in the Finance Contract to partially use the EIB funds to support Final Beneficiaries which promote youth employment, in the context of the EIB's Jobs for Youth Initiative. In order to qualify for this initiative, a Final Beneficiary needs to fulfil at least one of the following three criteria:

- a) The Final Beneficiary confirms to have hired in the last 6 months and still employs at least 1 (5 for MidCap enterprises) young person (or plans to hire at least one young person (at least 5 for MidCap enterprises) in the coming 6 months), calculated from the signature date of the Sub-Financing Agreement, or
- b) The Final Beneficiary offers vocational training to young persons, or internships/training programmes for young people, or
- c) The Final Beneficiary has an active cooperation agreement with a technical college or school or university to employ young persons (e.g. during summer internships).

A "young person" is defined as a person of more than 15 and less than 25 years of age at the time when he/she benefits from the relevant event (employment, training or internship).

For the Final Beneficiaries complying with one of the above criteria, the Borrower will ask the Final Beneficiary to sign the "Jobs for Youth Eligibility Confirmation" as attached in Annex 2 to this Side Letter.

In the Allocation Proposal List, the Borrower will mark the relevant allocations by inserting "JfY" in the comment field of the Allocation Import Tool. Upon demand from the Bank, the Borrower should be able to provide a copy of the signed "Jobs for Youth Eligibility Confirmation" to EIB. The Borrower is not obliged to verify the correctness of the statement made by the Final Beneficiary.



**The following Annexes form part of this Side Letter:**

**Annex 1 : Draft Complementarity confirmation letter (SME and MidCap allocations)**

**Annex 2 : Form of Jobs for Youth Eligibility Confirmation**

**Model confirmation for Complementarity requirement**

Letterhead of the Borrower  
address

Dear Sir,  
Dear Madam,

**Ref: [Contract Number] [Loan name] - Complementarity**

We refer to paragraph 5 of the Side Letter annexed to the Finance Contract signed by [the Borrower(s)] and EIB on [date] in respect of [Loan name].

*[Alternative wording 1]*

We hereby confirm that between [date of beginning of Allocation Period] and [date of end of Allocation Period], the Borrower [Intermediary] extended an additional volume of medium and long term financing to Final Beneficiaries as defined in the Side Letter with a term of more than 2 years at least equivalent to the value of those allocations made to Final Beneficiaries as defined in the Side Letter using the EIB Loan under the above Finance Contract.

*[ or- Alternative wording 2]*

We hereby confirm that between [date of beginning of Allocation Period] and [Date of end of Allocation Period], the Borrower(s) [Intermediary(ies)] extended a total volume of medium and long term financing to Final Beneficiaries as defined in the Side Letter with a term of more than 2 years of EUR [xxx] million.

*(please delete the non-selected option)*

The signed volume above refers to financing of Final Beneficiaries as defined in the Side Letter and excludes loans to Final Beneficiaries in sectors which are excluded from EIB financing by the Side Letter.

Yours faithfully,

(signature of the Borrower / Intermediary)

**FORM OF JOBS FOR YOUTH ELIGIBILITY CONFIRMATION**

[Logo of the Borrower]

The European Investment Bank supports access to finance for SMEs and MidCap enterprises in EU Member States. It has recently set up a “Jobs for Youth” initiative to support employment of young persons (at least 15 years old, but younger than 25 years).

[Name of the Borrower] is part of this Facility, and the sub-financing granted upon the applicant’s request therefore bears an interest rate which is [x] bps p.a. lower than what [Name of the Borrower] would charge without EIB support.

The applicant confirms with his signature under this Confirmation

- ☐ to have hired in the last 6 months and still employ at least 1 (5 for MidCap enterprises) young person or plans to hire at least one young person (at least 5 for MidCap enterprises) in the coming 6 months, calculated from the signature date of the sub-financing agreement signed with [Name of the Borrower], or
- ☐ that it offers vocational training to young persons, or internships/training programmes for young people and there is a recent track record of young people benefiting from these trainings, or
- ☐ that it has an active cooperation agreement with a technical college or school or university to employ young persons (e.g. during summer internships), and there is a recent track record of young people benefiting from these cooperation agreements.

The applicant should mark the respective criterion applying to it in the list above.

The applicant currently employs ☐ young people.

The applicant is aware that [Name of the Borrower] may have to require an early repayment of the loan granted under this initiative in case of false statements or information, or the use of false documents, under their own personal responsibility, in certifying the trustworthiness of this statement.

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Date, Place

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Signature of the applicant