

Conference best practice for today's meeting



• Please **mute yourself** at all time when not speaking

To ask questions:

- Please use the **chat box** to ask questions to **«all panellists».**
- Please raise your virtual hand to pose questions during the Q&A. Once your hand is raised, the moderator will call you up to unmute yourself and ask the question.
- Don't forget to lower your hand after your turn.

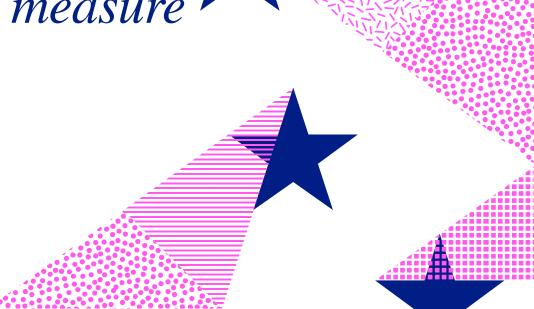
Legal disclaimer

This document is prepared for general information purposes only and the information contained herein is intended only to provide a summary and general overview on matters of interest. Contents of this document are current at the date of the webinar, and may change without notice. No representation or warranty, express or implied, is or will be made and no liability or responsibility is or will be accepted by the European Investment Fund (EIF) or by the European Investment Bank Group (EIB Group) in respect of the accuracy or completeness of the information contained herein and any such liability is expressly disclaimed. Nothing in this document constitutes investment, legal, or tax advice, nor shall be relied upon as such advice. Specific professional advice should always be sought separately before taking any action based on this document. Reproduction, publication and reprint are subject to prior written authorisation.



Pan European Guarantee Fund An EIB Group COVID-19 response measure

Overview





Pan-European Guarantee Fund

An EIB Group COVID-19 response measure

Funding

EU member states contribute pro rata to their shareholding in the EIB and/or other institutions.

Vehicle

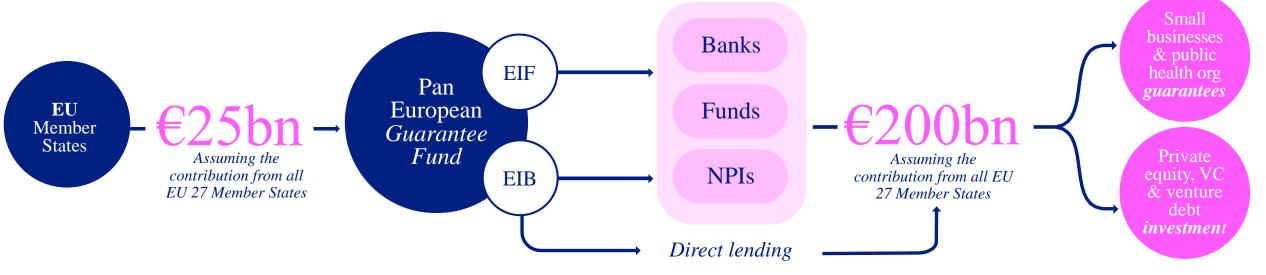
An EIB Partnership Platform for Funds, providing guarantees to the EIB and the EIF to reimburse any possible losses.

Intermediaries

Using standard products to share risk with our intermediaries. EIB will also engage in direct lending for some beneficiaries.

Beneficiaries

Mitigating liquidity risk for SMEs and mid-caps and lending to public health organisations. By sharing risk with our intermediaries \notin 25bn is scaled up to \notin 200bn.



Pan-European Guarantee Fund

Status

Finalized contribution

agreement

Will not contribute

Contributing Memer states

€25bn target

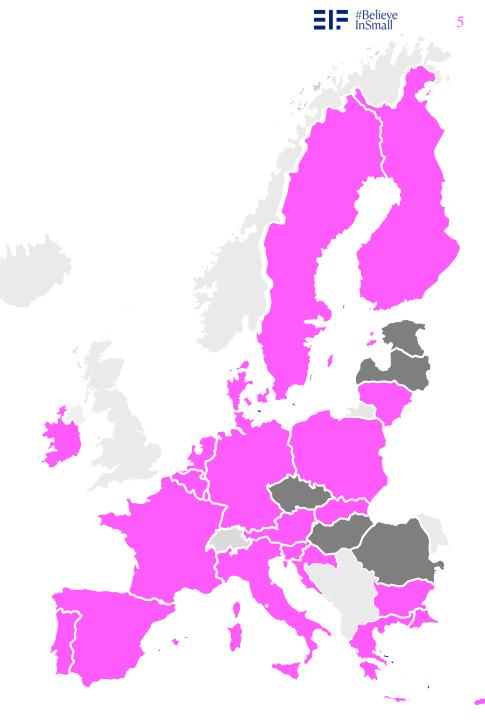
97.4% Contributions finalised

2.6% Will not contribute

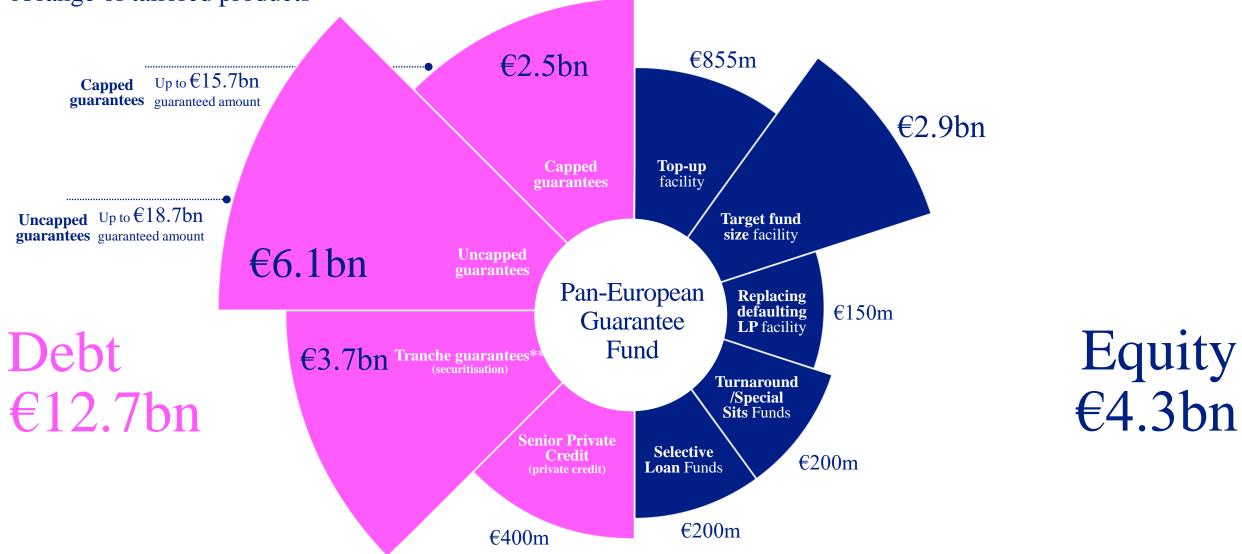
Belgium Bulgaria Croatia Cyprus Denmark Finland France Germany Greece Ireland Italy Lithuania Luxembourg Malta *Netherlands* Poland

Country Austria

Portugal Slovakia Slovenia Spain Sweden Czech Republic Estonia Hungary Latvia Romania



Debt and Equity solutions* EGF budget allocated



*Figures assume EUR 25bn being committed

** The securitization instrument will be part of EIB product offering, but be fronted by EIF. The product will be rolled out at a later stage subject to relevant state aid approvals.

#Believe InSmall



EGF – State of play Portfolio guarantees

EGF-Portfolio Guarantees

• Implementation

EGF Portfolio Guarantees

Mandate targets

Capped guarantees

Risk sharing mechanism	AAA guarantee providing <i>limited</i> capital relief and loss protection max	AAA guarantee providing capital relief and loss protection max	
EGF Resources allocated	€2.5bn	€6.1bn	
Target portfolio amount	up to €15.7bn	up to €18.7bn	
Target mobilised resources for Final Recipients	up to €36bn	up to €39bn	•
Intermediaries	oducts designed to comply with State Aid requi shall include underlying financing in line with pr mework (De minimis Regulation in 2022 – pending conf	irements. Financial rovisions under the	SME

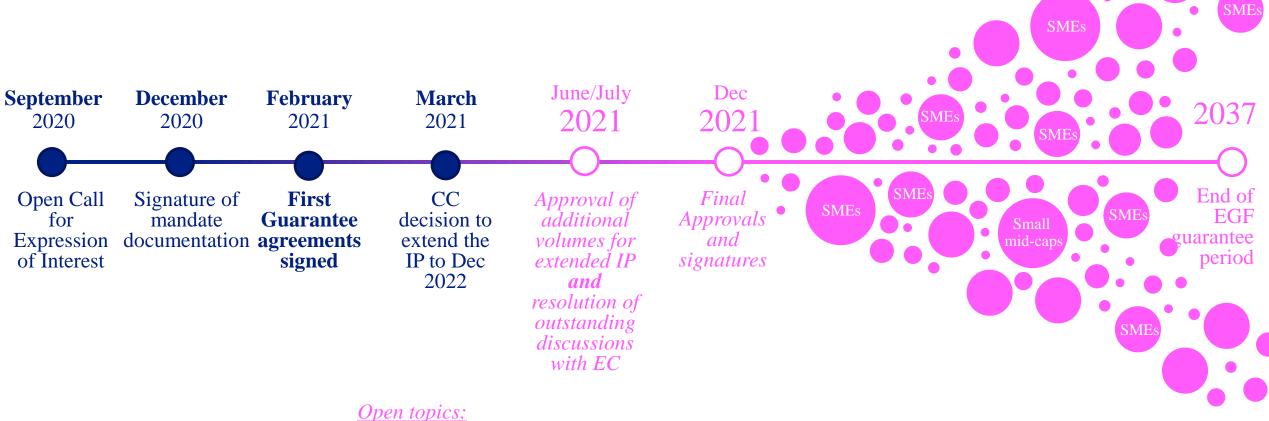
Uncapped guarantees

Applicable State Aid regime determines features of the financing (i.e. maturity, guaranteed amount, ranking)

SME

#Believe InSmall

Implementation timeline



#Believe InSmall

SMEs

10

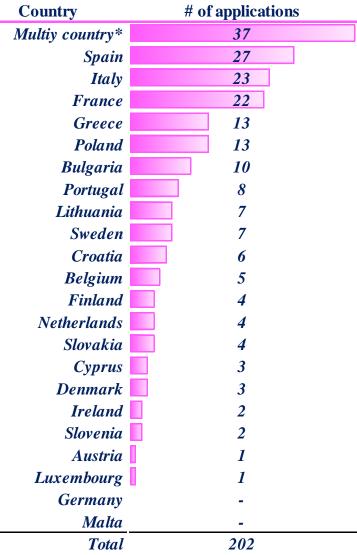
- Definition of Permitted amendments post 2021;
- Potential extension of EGF Temporary Framework in 2022

EGF-Portfolio Guarantees

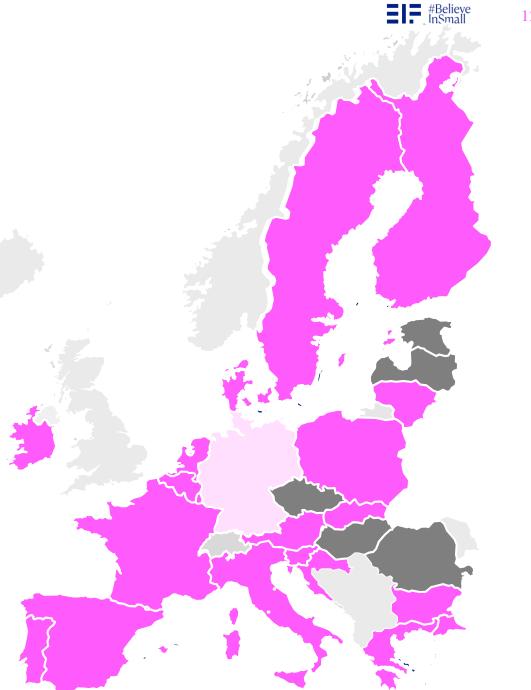
• Implementation status

EGF Portfolio Guarantees

Implementation status as of 3rd June 2021



*Applications covering more that one country where concetration to one country is less than 80%d



EGF Portfolio Guarantees

Implementation status as of 3rd June 2021

	Capped guarantees	Uncapped guarantees	Total
Applications received	69 applications	133 applications	202 applications
Signed Agreements	14 Agreements for €346m of cap amount	40 Agreements for €5.4bn of guarantee amount	54 Agreements for €5.7bn
Mobilised resources for Final Recipien	ts €5.0bn	€11.3bn	€16.3bn
Additional Approved to be signed transactions	36 transactions for €737m of cap amount	72 transactions for €10.2bn of guarantee amount	108 transactions for €10.9bn SMEs SMEs



The EGF-EIF Portfolio Guarantees Webinar for Financial Intermediaries

3 June 2021 | 9am – 11am / 2pm – 4pm (CET)

EIF Portfolio Guarantees

Agenda

Morning Panel:

Eligibility and State Aid Framework

Afternoon Panel:

Operational Implementation: Reporting, Fee Calculation and Payment Requests

The event is recorded and the presentations will be available soon after the webinar.

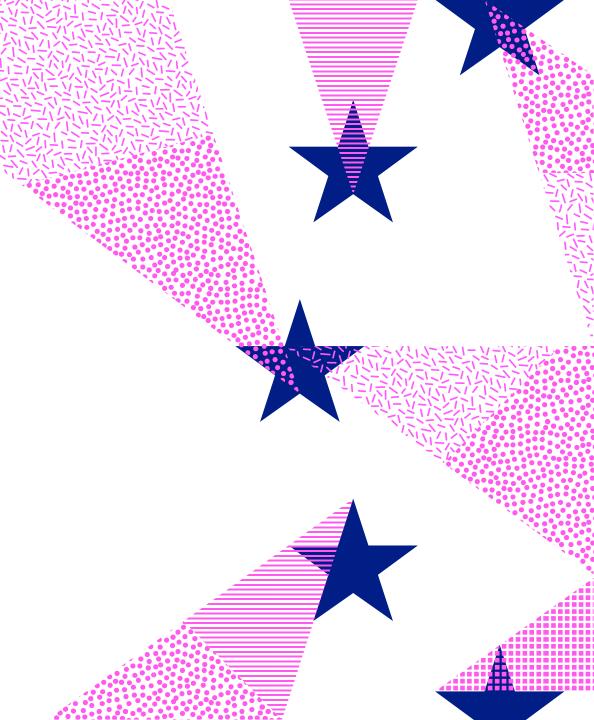
#Believe



EGF: Eligibility & State Aid Framework

3 June 2021 | 9am – 11am (CET)

Gianluca PALERMO, Elisabetta BAVIERA, Yiannis ZAGORITIS



Agenda

- 1 Eligibility Criteria: why, by whom, what & when
- 2 Eligibility Criteria: important principles and tips
- 3 Eligibility Criteria: insights on some key eligibility criteria, State Aid and contractual undertakings

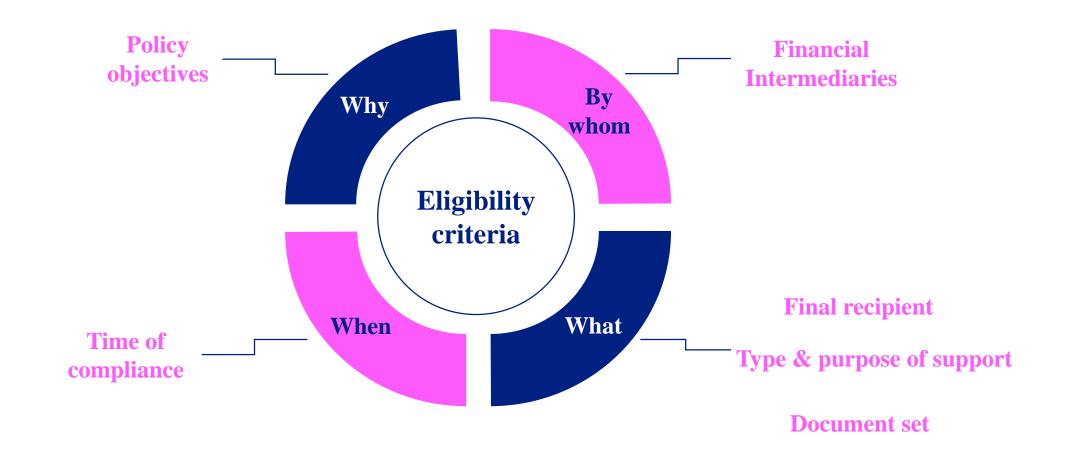


Eligibility criteria

Why, by whom, what & when

Eligibility

Main concepts





Definition of:

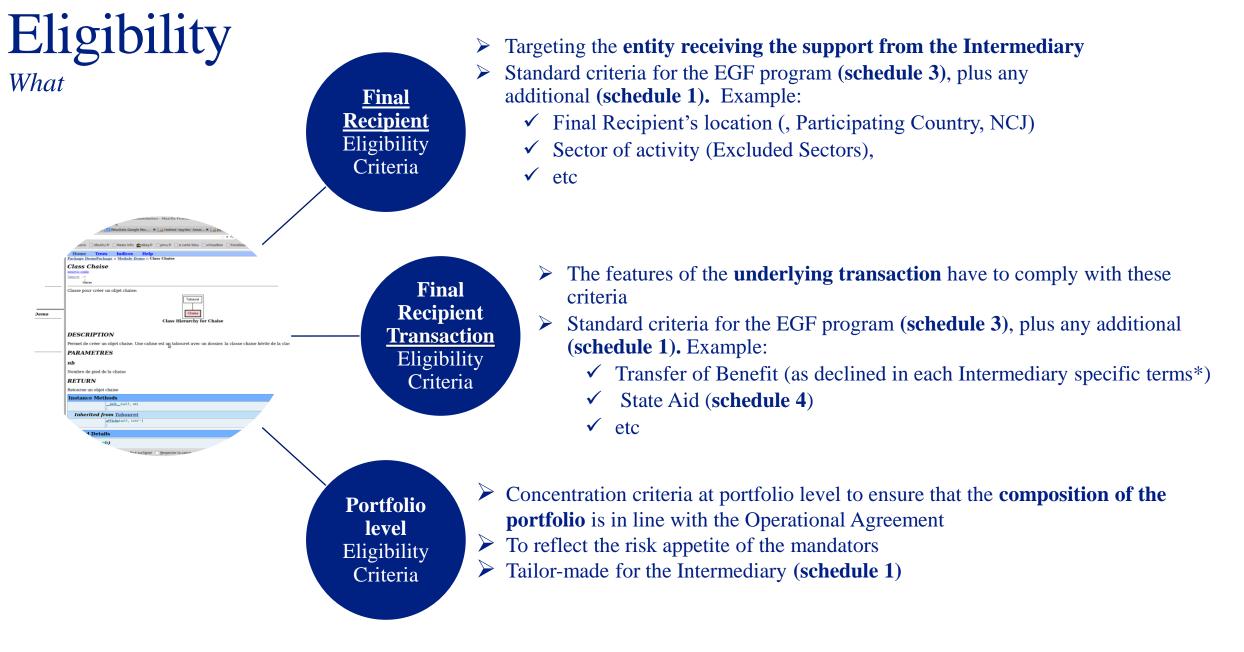
- **target final beneficiaries** (Final Recipients) and
- type and purpose of the EGF support
- EIF does not approve any final recipient transactions reported by the Intermediary (full delegation to the Intermediary)

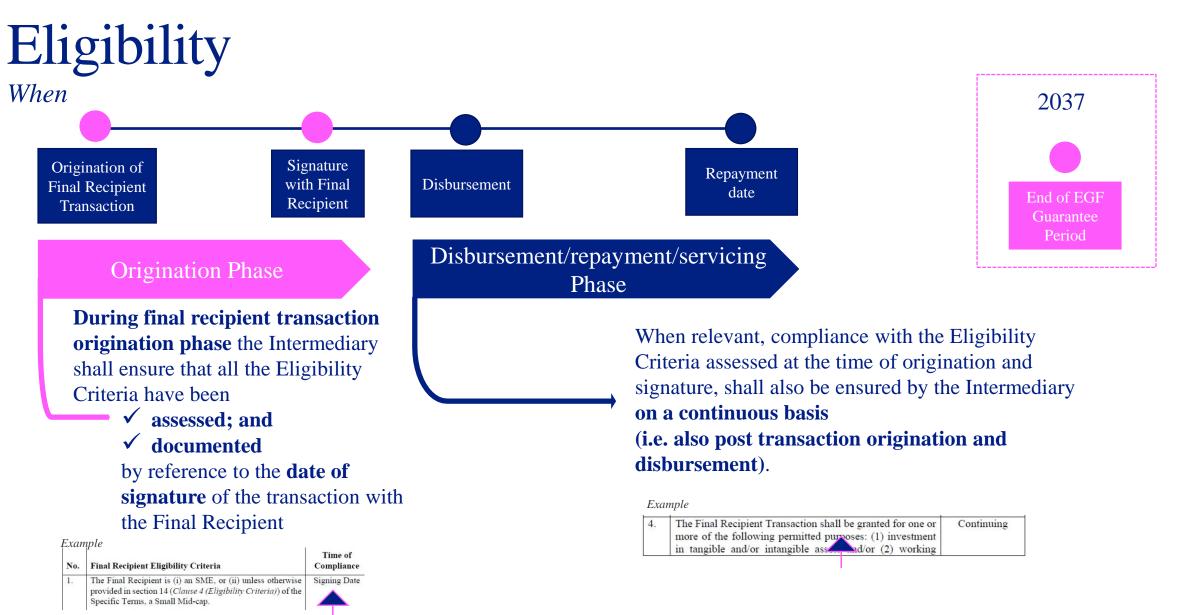


- ensuring compliance with eligibilitycriteria is one of the mainobligations of the Intermediary
- maintaining an appropriate audit trail by the Intermediary is crucial (i.e. recording the eligibility checks made, at what stage and by whom etc.)

During the life of the Operational Agreement, EIF and/or any authority and/or external auditors may conduct monitoring and audits on the portfolio of final recipient transactions included by the Intermediary in the EGF portfolio.







All eligibility criteria need to be complied with at signature date and some of them on a continuous basis



Eligibility criteria

Important principles and tips

Eligibility



Ensuring compliance with eligibility criteria entails for the Intermediary to:

- Establish a **process with specific check points** within its internal procedures;
- **Record the eligibility checks** made (by whom and when) ;
- Supplement the standard contractual documentation to reflect some specific undertakings also at the level of the Final Recipient;
- the agreement provides that certain elements can be assessed based on selfdeclarations collected from the perspective final recipients during the application phase (examples in the next slide);
- for other elements, the assessment of the compliance with eligibility criteria cannot be made based on self-declarations only;
- Issue specific written notifications to the Final Recipients (e.g. the State Aid regime and the State Aid component (Aid Amount) of the relevant final recipient transaction);
- Maintain all appropriate records concerning the final recipient transactions and be able to provide in case of monitoring/audit.

Eligibility

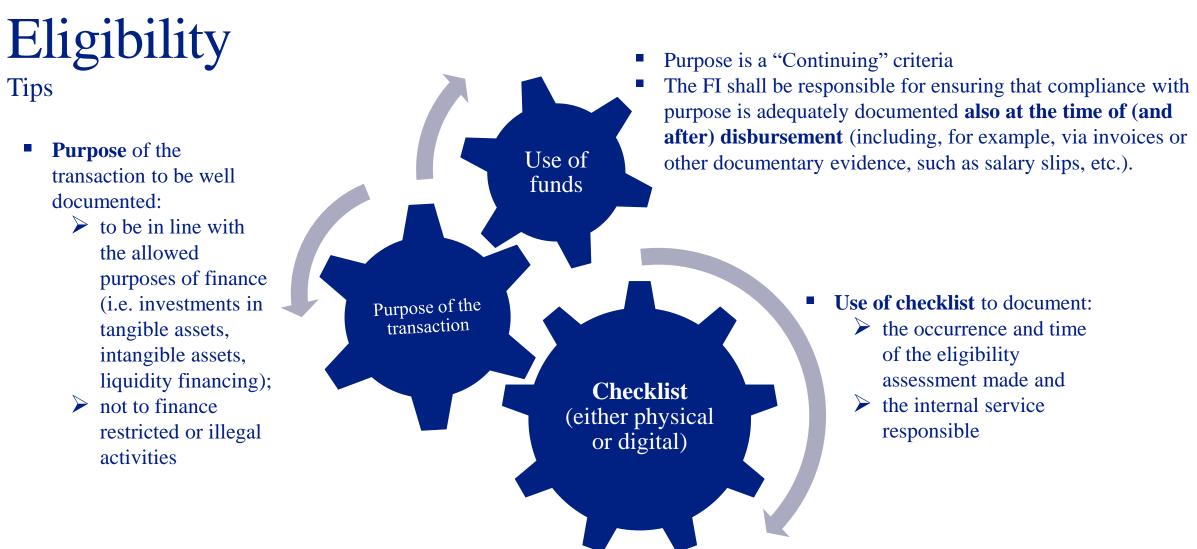
Use of self-declarations: when?

• When the operational agreement signed with EIF provides so

Examples

- Schedule 4 section 3(b) criteria 1 : if the Intermediary selects to provide the funding based on item (c) of the state aid regime 3.2, to assess the maximum principal amount that may be committed
 - (c) → Based on a self-declaration by the Final Recipient (but in any case in line with the Intermediary's applicable credit policies and procedures), up to the Final Recipient's foreseen financing needs for a period of 18 months for SMEs.¶
- Schedule 4 section 4 item (d) : in all cases, to assess the relevant state aid provisions received by the final recipient
 - (d) → ·The·Intermediary·shall:¶
 - prior to the signing of a Final Recipient Transaction, in order to verify the relevant Eligibility Criteria and compliance with the Relevant State Aid Regime, obtain a self-declaration signed by the Final Recipient containing at least the following information:





An external authority shall be able to assess whether eligibility was verified and documented accordingly and that the support was used for the purpose for which it was requested by the Final Recipient

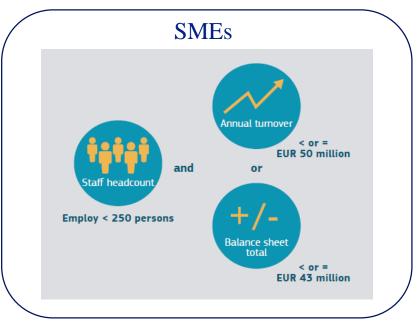
Eligibility criteria

Insights on some key eligibility criteria, State Aid and contractual undertakings

Eligibility

Checking final recipient's size 1/2

- Depending on the EGF State Aid regime chosen for the relevant final recipient transaction (ref. next slides), the Final Recipient shall qualify as SME or Small Mid-Caps
- Assessing final recipient status as well as documenting these checks is essential
- The rules to be applied for assessing the size of the final recipient are in EC
 Recommendation (2003/361/EC) concerning the definition of *micro, small and medium-sized enterprises*, which outlines the following specificities:



Small Mid-CapsImage: staff headcountImage: staff headcount<t

- In both cases, checking only the entity receiving the transaction is not sufficient, unless the entity qualifies as an autonomous enterprise
- If the final recipient has any
 - partner enterprise(s); or
 linked enterprise(s)

then a *proportion* of the relevant data (for the partner entities) or *all* the relevant data (for the linked entities) **shall be considered**

Eligibility

Checking final recipient's size 2/2

Some points of attention:

- ➢ Use of last approved annual accounts
- final recipient cannot be SME if it was not an SME twice in a period of three years*(see art. 4.2 of EC Recommendation (2003/361/EC))
- group of individuals acting jointly
- ➢ family links
- presence of entities (linked or partners) *outside* the jurisdiction of the Intermediary

Useful links:

EC Recommendation: <u>EUR-Lex - 32003H0361 -</u>

EN - EUR-Lex (europa.eu)

SME Guide:

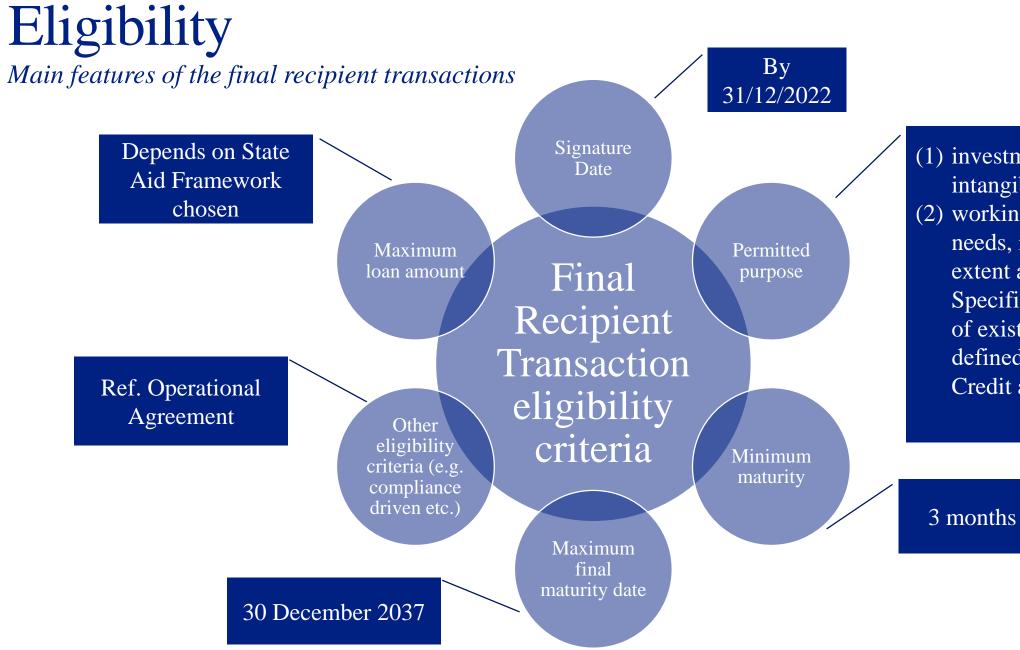
- https://ec.europa.eu/growth/content/revised-userguide-sme-definition-0_en
- EC SME self-assessment questionnaire: <u>SME</u> <u>Questionnaire (europa.eu)</u>

	Objective The objective of this questionnaire is to determine whether your organisation qualifies as a small and medium sized enterprise as defined in the EU Recommendation 2003/301EC Important notice: Potential PotOpolepolaris looking for the validation interface for the SME Instrument, have to go through the Beneficary Register https://ec.europa.eurisesarchiparticipartsportal/desktop/en/organisations/register.html				
	Before S	Starting	→ What's next?	B Need help?	
L 124/36 EN	Official Journal of the	European Union	20.5.2003	ost types of corporate structures can be easily todded in the system. Please contact cur helpdesk if ur organisation's corporate structure is not sported by the wizard. you encounter any difficulty while going through the eps of the StM self-assessment, please use this	
	COMMIS	SION		nail for your help requests. te user manual of the SME Self Assessment Wizard available at this link SME Self Assessment User	
COMMISSION RECOMMENDATION of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (statified under skammer number (2(2003) 1422)					
	(Text with EEA			European Commission	
	(2003/361	/EC)			
THE COMMISSION OF THE EUROPEAN CO Having regard to the Treaty estal Community, and in particular Articl thereof,	blishing the European	Annex thereto, con of difficulties of int application, as we enterprises. In view requiring to be m and for the sake of	nents, pursuant to Article 2 of the sideration must be given to a number erpretation which have emerged in its 1 as the observations received from of the number of amendments now ade to Recommendation $96/280$ [EC, f clarity, it is appropriate to replace	User e SME De	guide finition
Whereas:		the Recommendation	on.		

Case No	N (reference year) (5)	N-1	N-2	Status of SME
1	SME	Not SME	Not SME	Not SME
2	SME	SME	Not SME	SME
3	SME	SME	SME	SME
4	SME	Not SME	SME	SME
5	Not SME	SME	SME	SME
6	Not SME	Not SME	SME	Not SME
7	Not SME	SME	Not SME	Not SME
8	Not SME	Not SME	Not SME	Not SME

 $Source: \ https://op.europa.eu/en/publication-detail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/756d9260-ee54-11ea-991b-01aa75ed71a1/language-endetail/-/publication/pub$

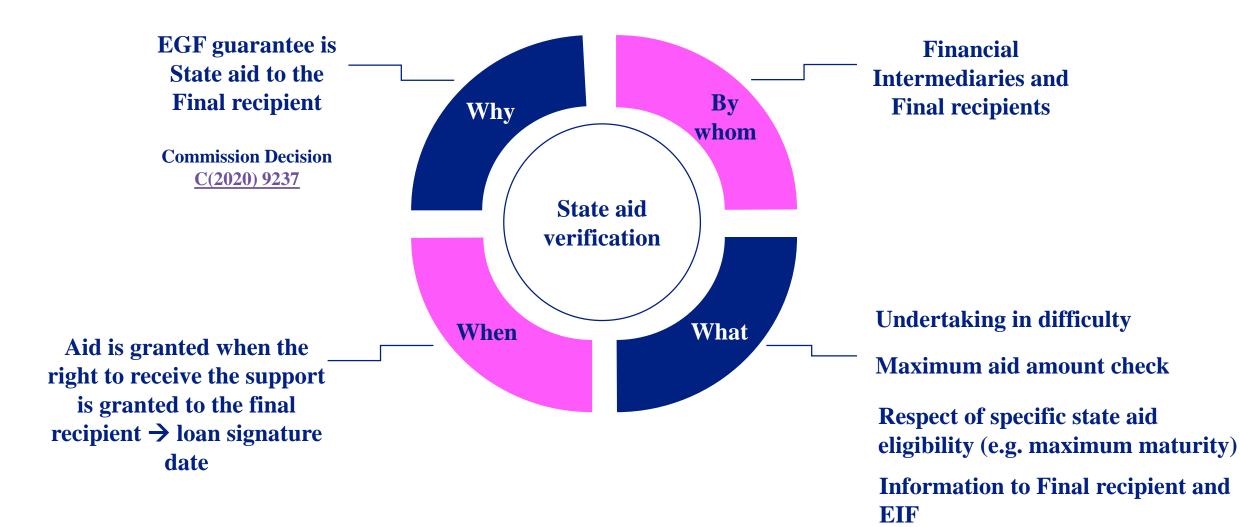
#Believe InSmall 30

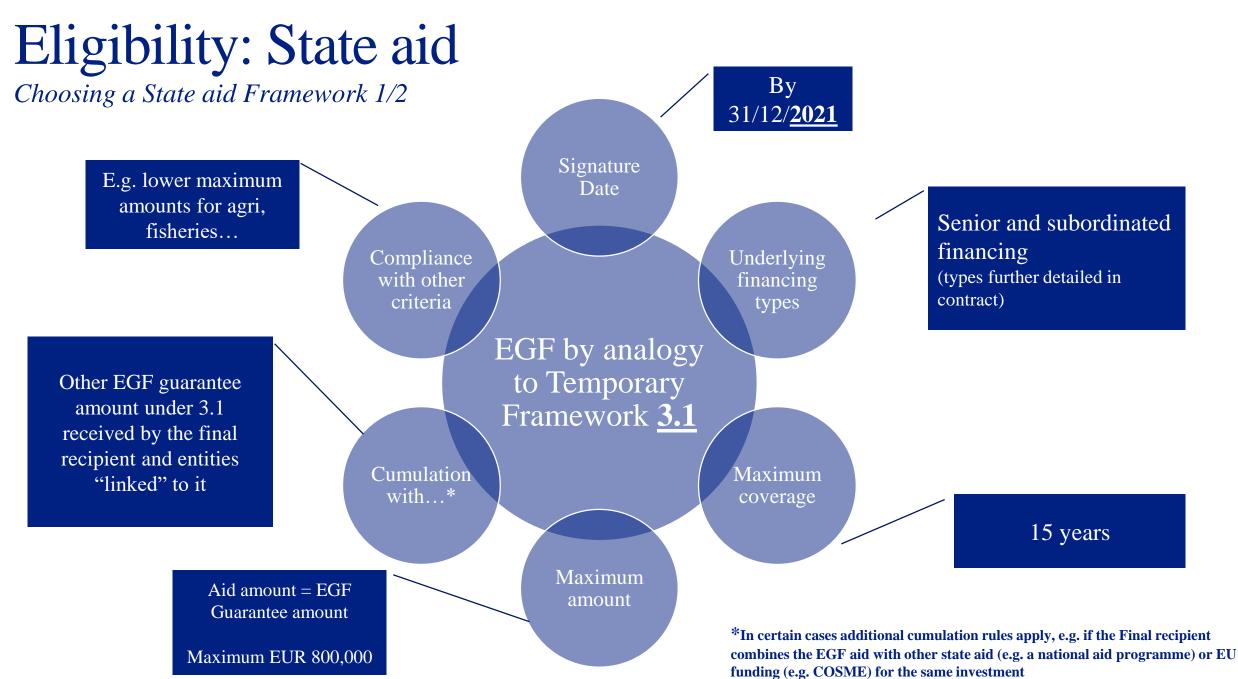


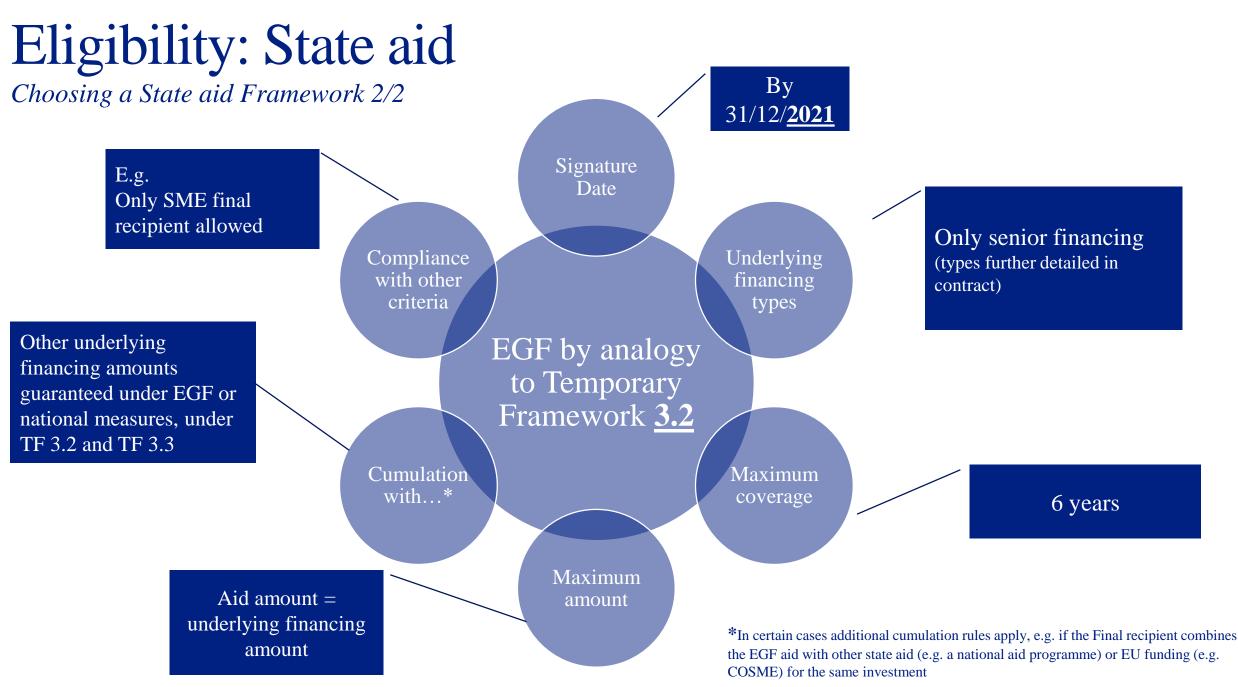
 investment in tangible and/or intangible assets and/or
 working capital/liquidity needs, including (to the extent allowed under the Specific Terms) refinancing of existing obligations as defined by the Intermediary's Credit and Collection Policies

Eligibility: State aid

State aid verification: main elements







Eligibility: State aid

Maximum amount under TF by analogy to 3.2

What is the maximum amount under 3.2?

Thresholds refer to the principal loan amount (and not the EGF %)

As always, subject to the FI credit analysis and approval; and process of check of this maximum threshold is to be documented.

- (a) Double the annual wage bill of the Final Recipient (including social charges as well as the cost of personnel working on the undertaking's site but formally in the payroll of subcontractors) for 2019, or for the last year available. In the case of undertakings created on or after 1 January 2019, the 3.2 Maximum Aid Threshold must not exceed the estimated annual wage bill for the first two years in operation; or
- (b) 25% of the Final Recipient's total turnover in 2019 or for the last year available; or
- (c) up to the Final Recipient's foreseen financing needs for a period of 18 months for SMEs, based on a self-declaration by the Final Recipient (but in any case to be finally determined in line with the Sub-Intermediary's or the Intermediary's (as applicable) applicable Credit and Collection Policies).

'micro" or

"small"?

SME

Tests for

UiD

Eligibility: State aid

Process: Undertaking in difficulty (UiD) as defined in the Temporary Framework

- Identify (as part of the SME definition check) any "linked" enterprises to the final recipient
- "undertaking • To be included in the check

General Block Exemption Regulation definition applies as per TF + EC Q&A on "undertaking"

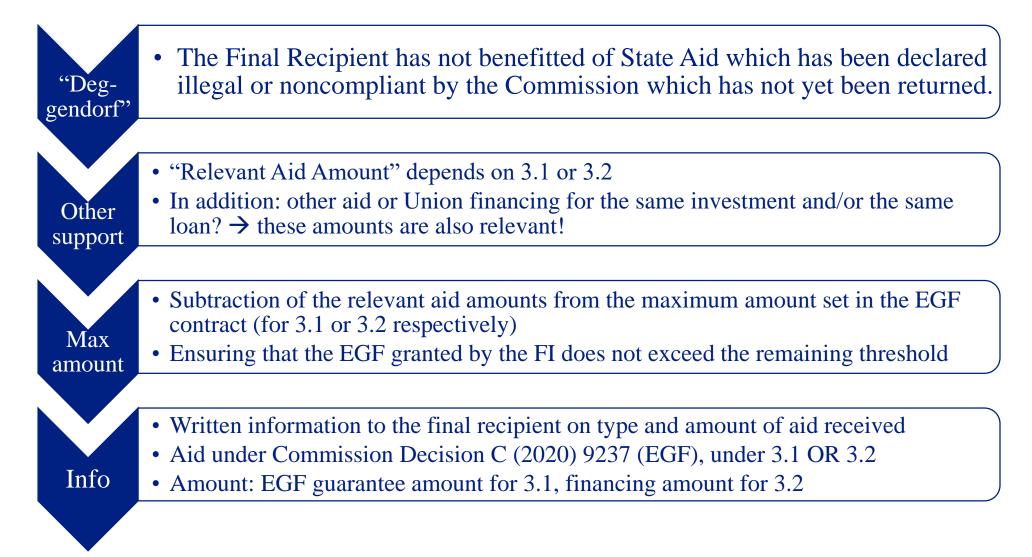
- If the final recipient (+ linked) is "small" (or "micro"), it is deemed eligible by default under the Temporary Framework, regarding the undertaking in difficulty rule
- Are the final recipient and any linked enterprises all within 7 years from their first commercial sale?
- If yes, paras. a) and b) of the definition are complied with by default (applies < 7 years, to SMEs only)
 - a) Or b): loss of more than 50% of capital (for SMEs)
 - c) Subject to collective insolvency proceedings
 - d) Received "rescue aid" or a "restructuring plan" under State aid rules, and not reimbursed/completed
 - e) (for non-SMEs): for 2 years, debt/equity % > 7.5 and EBITDA interest coverage <1.0

Some checks can be included in the self declaration process, e.g. d)



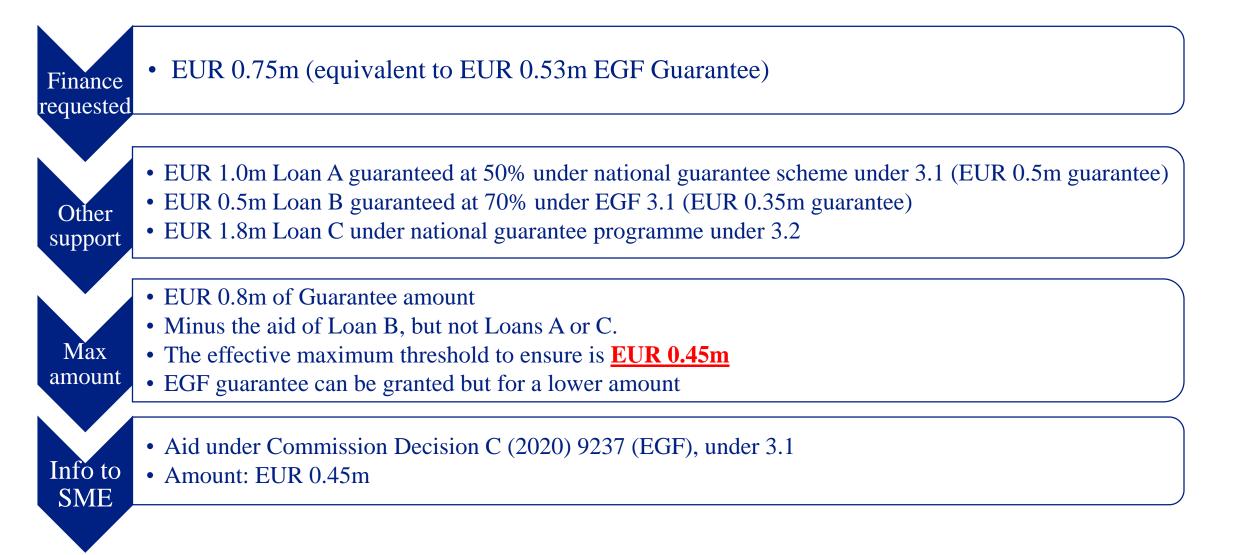
Eligibility: State aid

Process: Binding Self declaration to be obtained from final recipient



Eligibility: State aid

Example cumulation check: EGF under 3.1



Eligibility: State aid

Example cumulation check: EGF under 3.2



Insight on excluded and restricted activities

EIB Group Excluded Sectors

- the Final Recipients **shall not have a substantial focus** on one or more EIB Group Excluded Sectors
- the assessment of the **substantial focus** to be made by the Intermediary in its discretion (using its credit policies)
 - Typical modality is to assess the proportionate importance of such sector on *revenues, turnover or client base* of the perspective Final Recipient based on the documentation available to it (financial statements, business plan or other)

Paris Alignment" restricted sectors and activities

• For applications assessed by EIF from 1/1/2021

Certain other activities restricted for State Aid reasons

• Ref. Operational Agreement

Example

In the case of tobacco, the final recipient is excluded if more than 5%-10% of the balance sheet or the financed volume or sales revenues of the final recipient is linked to tobacco



Insight on the modifications/changes to final recipient transactions

- The Intermediary is entitled, in accordance with its internal procedures and policies, to amend or supplement, grant any waiver or make any other declaration of intent in relation to a final recipient transaction signed with final recipient provided that:
 - all the relevant Eligibility Criteria are still complied with based on the specific Time of Compliance provision;
 - ensuring the respect of the eligibility criteria for which Time of Compliance is "continuing"; and
 - if any such change may result in maturity extensions and commitment increases, before 31 December 2021.

Insight on Transfer of Benefit

- Transfer of Benefit provisions are crucial for the correct deployment of all EIF facilities as they ensure that the benefit of the guarantee offered to the Intermediary is passed on to the largest extent possible to the Final Recipients
- The specific modalities to apply the Transfer of Benefit are included in the specific terms agreed by EIF with each of the Intermediaries
 - Example: if the Transfer of Benefit is to be passed via interest rate reduction through a reduced customary risk spread, it is necessary to retain evidence - as of the signature date of each transaction - what the customary risk spread applicable to the specific Final Recipient would have been in the absence of the EGF guarantee

Evidence of the application of the transfer of benefit - **as of the signature date of each transaction** - shall be kept for **each** of the final recipient transactions originated by the Intermediary, including proof of the compliance with the above contractual provision

In the **contractual documentation** with the Final Recipient the Transfer of Benefit shall be made **visible**

"in no case shall the overall interest rate of the Final Recipient Transaction covered by the Guarantee after taking into account the Guarantee Fee be higher than the overall interest rate of such Final Recipient Transaction if it was not covered by the Guarantee"

(Guarantee Agreement)

Eligibility Maintenance of records

Indicative of documentation to be kept and maintained in relation to each final recipient transaction

Documentation created by the FI during the application and Final recipient Transaction evaluation process

- Application, including any business plan
- > Any self-declarations
- Signed FRT contract (including the amortization schedule)
- Proof of disbursement;
- Internal credit risk approval documentation, including documents evidencing transfer of benefit
- Checklists (if any) or any other document used for the verification of the eligibility criteria

- Extract from company register (to validate NACE code / incorporation / location etc.)
- Financial statements of the FR and for any linked/partner entities (at lest two years prior to the signature)
- Any other documents collected from the Final Recipient to eligibility criteria
- Evidence of use of funds (e.g. for investment loans, documentation such as invoices, purchase agreements, etc.)

43

Eligibility

How to determine the location of the final recipient transaction

 Depending on the *purpose* of the final recipient transaction, the location is to be identified (and reported) as follows registered office of the relevant Final Recipient

purpose

- working capital/liquidity needs or
- refinancing of existing obligations or
- investment where no clear geographical allocation of such investment is possible

Only Final Recipient Transactions made available in a <u>Participating Member State</u> are eligible location of the investment

• investment where a clear geographical allocation of such investment is possible

Final recipient creditworthiness

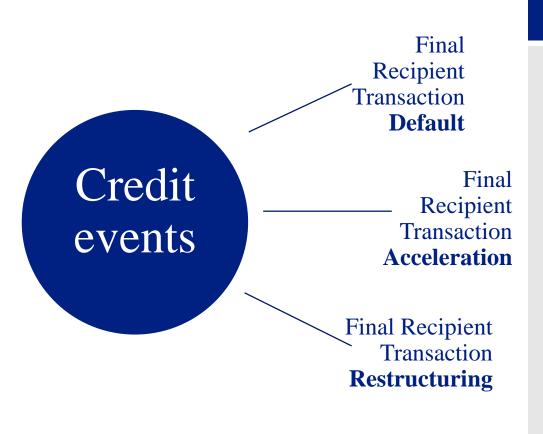
- At the time of signature, **no** Final Recipients shall be
 - delinquent (for more than 20 days) or
 in default

in respect of any transaction granted by the Intermediary or by another financial institution.

- In the case of refinancing, the above refers also to the transaction that is being refinanced.
- The above is to be checked by the Intermediary pursuant to its internal guidelines and Credit and Collection Policies and documented accordingly.
- In addition to the above, the Specific Terms of each Operational Agreement may include additional eligibility criteria related to the creditworthiness profile of the final recipients, including :
 - > the rating assigned by the Intermediary in accordance with its credit policies;
 - \succ and any other requirements agreed with EIF in terms of portfolio composition.

Credit events

Main principles and maintenance of records related to the Credit Events



Intermediaries should keep record of the following related the Credit events

- \succ Type and date of the credit event
- evidence of the occurrence of the Credit Event (e.g. cancellation letter sent to the FRs, evidence of legal proceedings, etc.)
- evidence from the books of the Intermediary that there is an unpaid amount on the FRT
- in case of (counter-)guarantees, evidence that the underlying guarantee was activated
- type of interest (regular interest, Late payment or default interest, capitalised interest, fees and any other costs and expenses)
- \succ days of regular interest
- evidence that the accrued interest claimed is correctly calculated (number of days and type of interest)
- copy of a document evidencing the related recovery net amounts, if any

#Believe

Insights on some eligibility criteria

Other contractual undertakings

Representations and undertakings

The Operational Agreement includes other provisions and undertakings which usually form part of the checks performed by audit or other monitoring authorities

•This includes, a number of representations and undertakings that the Intermediary shall include in the legal documentation signed with the Final Recipient in order to make them **binding on the Final Recipients** Specific language to be included in the legal documentation: "[Final Recipient Transaction] benefits from support by the EGF Guarantee Instrument, implemented by the European Investment Fund with the financial backing of the Member States contributing to the EGF"

Examples

Maintenance by the Intermediary of an economic exposure of at least 10% of the outstanding principal amount of each Final Recipient Transaction included in the Portfolio



EGF: Operational Implementation: Reporting, Fee Calculation and Payment Requests

3 June 2021 | 2pm - 4pm (CET)

Renata LOKIN-BEADER, Alexandra EFTIMIE

48

Legal disclaimer

This document is prepared for general information purposes only and the information contained herein is intended only to provide a summary and general overview on matters of interest. Contents of this document are current at the date of the webinar, and may change without notice. No representation or warranty, express or implied, is or will be made and no liability or responsibility is or will be accepted by the European Investment Fund (EIF) or by the European Investment Bank Group (EIB Group) in respect of the accuracy or completeness of the information contained herein and any such liability is expressly disclaimed. Nothing in this document constitutes investment, legal, or tax advice, nor shall be relied upon as such advice. Specific professional advice should always be sought separately before taking any action based on this document. Reproduction, publication and reprint are subject to prior written authorisation.

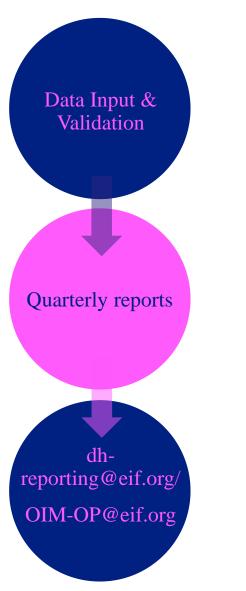
Agenda

- 1 EIF's middle office (OIM) structure
- 2 Inclusion and exclusion processes
- 3 Inclusion report
- 4 Inclusion notice
- 5 Important metrics and rules
- 6 Payment demands and recoveries
- 7 Guarantee fees

EIF's middle office (OIM)



Fee Management & Control Fees & Expenses feesandexpenses@ei f.org



Investment Compliance & Eligibility Eligibility Monitoring Debt investmenteligibilitydebt@eif.org

#Believe 51

Inclusion and Exclusion Processes

When to report transactions for inclusion in the portfolio?

> Contractual reporting deadlines

What transactions to report for inclusion in the portfolio?



How to report transactions for inclusion in the portfolio?



When to report?

"As per the Guarantee Agreement, the Inclusion Notices and Reports need to be sent no later than on each Report Date, provided that the last Inclusion Notice shall not be sent later than on the Report Date immediately following the period ending six (6) Months after the Inclusion Period End Date."

""Report Date" means the date falling thirty (30) calendar days after the last day of a calendar quarter and provided that, if the Report Date falls on a calendar day that is not a Business Day, the Report Date shall be on the next calendar day which is a Business Day."



What to report?

As per the Guarantee Agreement, in order for a Final Recipient Transaction to be included in the portfolio, it needs to:

(i) comply with the Eligibility Criteria and all other provisions of this Agreement; and

(ii) be signed (be entered into, as stipulated in the Agreement) with the Final Recipients during the Inclusion Period.

"The Inclusion Notices and Reports may include Final Recipient Transactions entered into at any time during the two (2) calendar quarters preceding the date of the relevant Inclusion Notice."

Applicable for first Inclusion Report: "In case no Final Recipient Transactions are entered into during the two (2) calendar quarters preceding the date of the relevant Inclusion Notice, an email stating that no Final Recipient Transactions are to be included shall be sent by the Intermediary to the Guarantor no later than on the relevant Report Date."

Transactions to report

Quarter	Report Deadline	Transactions to be included (based on the relevant signature date)		
		From	То	
1 st	30/04/Y	01/10/Y-1	31/03/Y	
2 nd	30/07/Y	01/01/Y	30/06/Y	
3 rd	30/10/Y	01/04/Y	30/09/Y	
4 th	30/01/Y+1	01/07/Y	31/12/Y	

How to report?

"The Inclusion Reports will be sent in the form set out in Schedule 7A of the Guarantee Agreement (Form of Report) and always accompanied by Inclusion Notices - Schedule 7 to the Guarantee Agreement (Form of Inclusion Notice)."

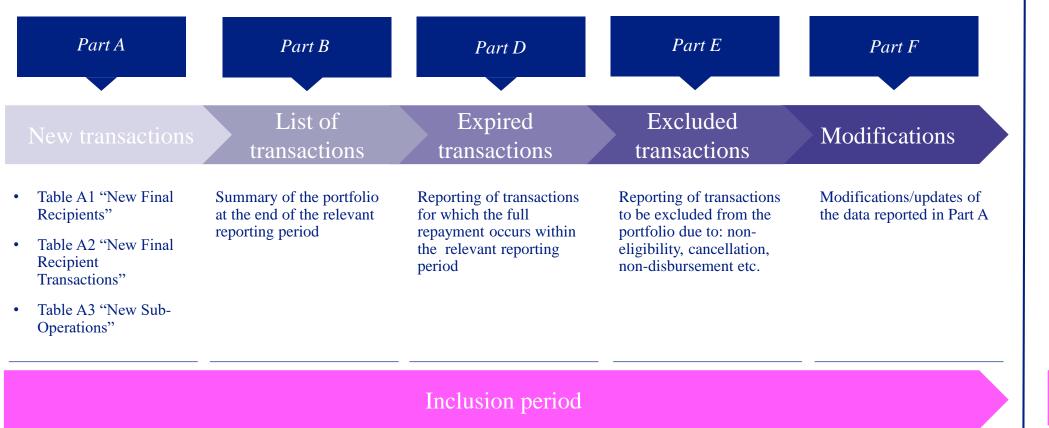
As indicated in the Guarantee Agreement, the Quarterly Report should be sent to:



Note: In case the data provided in the report is not in line with the contractual requirements, EIF's Middle Office will revert for further clarifications.

Inclusion Report structure

The reports are in Excel format and they are structured in 5 distinct parts. Reporting Manual is also provided.



After the End of the *Inclusion Period*, *the* Intermediary shall send a Report, including information on the covered transactions and relevant amounts outstanding on each *Report date.* Thus, parts B, D, E and F - if any, should be reported until the expiry or termination of the Guarantee Agreement.

Post inclusion period

Part A (New Transactions)

Table A1 "New Final Recipients"

Information on the companies that have signed transactions during the relevant reporting period (one entry per company) Table A2 "New Final Recipient Transactions"

Information about transactions signed during the relevant reporting period (one entry per underlying transaction) Table A3 "New Sub-Operations"

Applicable only for Counter-Guarantees: information about guarantees signed. (one entry per guarantee)

Inclusion Notice content

The Inclusion Notice needs to be filled in with the following figures relevant at each Report Date:

Transactions amount committed

Sum of principal amounts of all transaction reported in Table A2 (expressed in the Base Currency), in a specific Inclusion Report Number of transactions

Total number of transactions included within the Portfolio reported in Part B of a specific Inclusion Report Actual Portfolio Volume (APV)

The aggregate amount of principal (expressed in the Base Currency) committed to be made available under covered transactions

Each Inclusion Notice includes a confirmation that the reported transactions comply with all the Eligibility Criteria.



APV calculation and adjustment

Calculation: The APV is calculated by aggregating for each FRT one of the following amounts:



* (Once available) For transactions type Documentary Finance, the amount to be taken into consideration if the disbursement period is over will still be the Committed principal amount.

DG: Direct Guarantee CG Counter Guarantee

Assimilated rules

In order to check whether data provided in the report is not in line with the contractual requirements, EIF has the following sets of business rules implemented in the database:



Business rules serve to check the consistency of the data however they do not cover the entire spectrum of criteria therefore compliance must be ensured and documented accordingly.

Important metrics are detailed in the Annex

Schedule 7 "Inclusion Notice" & 7A "Form of report" Example of a filled in Inclusion Notice and Inclusion Report based on the Reporting manual.



#Believe InSmall 62

Payment Demands

When to report?

What to report?

How to report?

Reporting deadlines

Reporting requirements

Reporting template and delivery e-mail address

"The Payment Demand must be sent during a Payment Demand Period. Not more than one Payment Demand may be made during a Payment Demand Period"

""Payment Demand Period" means the period from (but excluding) the last day of a calendar quarter to (and including) the immediately following Payment Demand Date (Report Date)." "The Payment Demand must relate to Defaulted Amounts that have been included in the Report sent by not later than the third Report Date following the calendar quarter in which the relevant Credit Event has occurred."

Ex: Transaction defaulted in 15/09/2020 needs to be reported in B table on field B.10 with "Y" for default latest with Q1 2021 report for EIF to be able to pay an eventual GC. The Payment Demand will be sent in the form of Schedule 9 (Form of Payment Demand) and always accompanied by Schedule 9A (Part C – Payment Demand)

Payment Demand Schedules should be sent to:

mibo-ds-payments@eif.org

Recoveries

When to report?

Reporting deadlines

- Recoveries related to a Defaulted Amount for which a Payment Demand has already been sent: not later than thirty (30) calendar days after the end of the quarter in which the Recoveries are received
- Recoveries related to a Defaulted Amount for which no Payment Demand has been sent yet: the Recoveries will be included in the Payment Demand and will be setoff against the payment due for that Payment Demand

What to report?

Reporting requirements

• Amounts received in connection with a Defaulted Amount, up to the limit representing the total sum of amounts paid by the Guarantor under the Guarantee in respect of Defaulted Amount.

How to report?

Reporting template and delivery e-mail address

The Recoveries will be sent either:

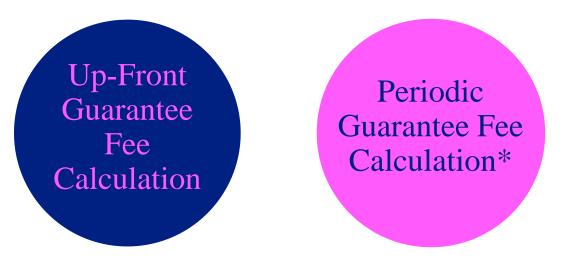
- in the form of Schedule 10 (Form of Recoveries Notice) and always accompanied by Schedule 10A (Part R – Loss Recoveries);
- in the form of Schedule 9 (Form of Payment Demand) and always accompanied by Schedule 9A (Part C – Payment Demand).

Recoveries Schedules should be sent to:

mibo-ds-payments@eif.org

Guarantee Fees

Types of Guarantee Fee Calculations (formulas are included in the Guarantee Agreement):



Payment instructions:

The Intermediary shall pay to the Guarantor on any Guarantee Fee Payment Date (Report Date) the Guarantee Fee Amount, calculated for the relevant Guarantee Fee Calculation Period.

The Guarantee Fee Amount will be paid in EUR.

Important:

In case a transaction is deemed Non-Eligible and excluded no later than the second Report Date from its inclusion, the related amount of Guarantee Fee will be paid by EIF (including by way of set-off) on the next day on which amounts are due to be paid.

If a Default is cured or a Restructuring is classified as a good debt, then the the calculation of the Guarantee Fee <u>shall include each day</u> since the occurrence of the Default/Restructuring <u>as if the transaction has always been Performing</u>.

*linked to the amount reported in the field B.7. "Sum of daily outstanding principal amount (performing)"

GUARANTEE AGREEMENT UNDER THE PAN-EUROPEAN GUARANTEE FUND IN RESPONSE TO COVID-19

Schedule 9 "Form of Payment Demand" & 9A "Part C – Payment Demand" Example of a filled in Payment Demand and Recoveries based on the Reporting manual

Schedule 10 "Form of Recoveries Notice" & 10A "Part R – Loss Recoveries"

Periodic Guarantee Fee

Example of Guarantee Fee calculation.



Thank you!

If we believe in small big things can happen



To find out more please visit us at: www.eif.org

Contacts:

- <u>mibo-ds-payments@eif.org</u>
- <u>feesandexpenses@eif.org</u>
- <u>dh-reporting@eif.org</u>
- <u>investment-eligibility-debt@eif.org</u>

European Investment Fund 37B avenue J.F. Kennedy L-2968 Luxembourg Phone: +352 24851



#Believe InSmall

68

Important metrics and assimilated rules (1)

Name of the metric	A.2.5. Transaction principal amount	B.4. Cumulated Disbursed Principal Amount	B.5. Transaction Outstanding Principal amount	B.7. Sum of Daily Outstanding Principal amount (performing)
Definition of the metric	Total commited principal amount of a FRT, whether or not disbursed	Portion of the FRT's principal amount actually disbursed to the Final Recipient	Actual outstanding amount of the FRT	The sum of the outstanding principal amount on each day during a specific calendar quarter in which the transaction is a Performing FRT.
Business rule applied	Transaction principal amount must always be higher or equal to the Cumulated disbursed amount	Cumulated disbursed amount must always be lower or equal to the Transaction principal amount and higher or equal to the Transaction Outstanding amount	Transaction Outstanding amount must always be lower or equal to the Cumulated disbursed mount	Starting from the day in which the FRT is flagged as "Defaulted", the amount taken into consideration towards the daily Outstanding will be 0. If the transaction is fully repaid, the amount will also be 0.

Important metrics and assimilated rules (2)

Name of the metric	B.8 Delinquent Final Recipient Transaction (Y/N)	B.10. Defaulted Final Recipient Transaction	A.1.1 Fiscal number	B.1. "Final Recipient rating / scoring"
Definition of the metric	Whether the Final Recipient has failed to meet any payment obligation under the relevant FRT as of the end of the relevant reporting quarter	Whether the relevant FRT is defaulted as of the end of the relevant reporting quarter	Unique identifier code assigned to a Final Recipient	The rating/scoring assigned by the Intermediary to a Final Recipient, set on the date of the FRT is to be included in the portfolio
Business rule applied	Field to be populated with "Y" if the DPD is between 1 and 90, and number of days to be reported in B.9. Fields B.8 and B.10 cannot be "Y" at the same time.	Field to be populated with "Y" if the DPD is over 90 days, and Date of Default to be reported in B.11. Fields B.8 and B.10 cannot be "Y" at the same time.	The provided code needs to be one from the list mentioned in field A.1.3" Final Recipient National ID Type ", preferably the same for all the included Final Recipients.	Needs to be in line with the rating scale priory agreed with EIF and always accompanied by the rating assignation date (field B.3), at the moment on inclusion.

Important metrics and assimilated rules (3)

Name of the metric	A.3.1. Sub-operation guarantee amount	A.2.6. Transaction maturity (months)	A.3.3. Sub-operation signature date	Transactions to be excluded
Definition of the metric	Maximum risk amount covered by the FI if the Final Recipient Transaction defaults	Period starting from the signature date of a Final Recipient Transaction and ending on the scheduled final payment date	Initial date of the guarantee/counter-guarantee issued by the FI	The trasnactions to be excluded are going to be reported through Sheet E in the reporting template
Business rule applied	It is calculated as a product between: - A.2.5 "Transaction principal amount" - A.3.2 "Sub-operation Guarantee rate"	It is reported in months and it includes the grace period, if any.	Is usually in the same day or after the signature of the FRT	In case of an Exclusion of a FRT for which a PD has already been paid, first a claw-back needs to be performed and afterwards can the transaction be excluded

Important metrics and assimilated rules (4)

Name of the metric	A.1.6 Country of the Final Recipient	A.2.11. Investment location	A.1.8. Sector (NACE code)	A.2.15. State aid Framework
Definition of the metric	Country where the Final Recipient is located, based on ISO 3166 Alpha-2 code.	Country based on ISO 3166 Alpha-2 code, reported for the relevant FRT within one of the participating Member States	Main economic sector of the Final Recipientaccording to NACE Revision 2 Note: Final Recipient NACE relevant also for Business Rule linked to State Aid	If reported A.2.15 is 3.1 then transaction principal amount * guarantee rate, with any other 3.1 Relevant Aid Amounts <= Maximum Aid Threshold Note: 3.1 Maximum Aid Threshold varies depending on NACE of the Final Recipient
Business rule applied	Final Recipient country of establishment and operation needs to be within one of the participating Member States	Needs to be the location of the (i) the investment or (ii) if a clear geographical allocation of such investment is not possible (e.g. working capital/liquidity needs), registered office of the Final Recipient	Final recipient main economic activity not to fall under the EIB Group Restricted sectors and other policy restrictions set forth in the contract.	For 3.1, EGF Guaranteed Amount (with any other 3.1 Relevant Aid Amounts) not to exceed the Maximum Aid Threshold