

Application for Investment guarantee on behalf of the **lender**

Date of application

For instructions, see page 4.

EKN's reference number

1. Applicant (lender) *	Name and organisation number		
	Postal address (if not Sweden, specify country)		
2. Investing company (borrower)	Name as per the agreement		
	Postal address	Country	
3. Specify the investment the loan is to finance			
4. Swedish ownership * Specify to what extent a Swedish legal entity has a holding or other similar interest in the investing company (borrower)			
5. Loan amount in the agreed currency *	a) Loan amount	b) Interest and other financing costs	c) Interest rate incl. any financing cost corresponding to those specified in 4b) % Fixed Flexible
6. Estimated date for unconditional loan agreement *			
7. Estimated date for payment of loan and any documents that lead to payment *			
8. Repayment of the loan *			

*) See instructions overleaf

1.15e / 2021-04-15 / KSo

Exportkreditnämnden / The Swedish Export Credit Agency

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Plusgiro
15 65 37-3

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330-1181

9. Payment guarantees etc.*	See item 17		
10. Place of payment *			
11. Credit report on the investing company and guarantor if any *	Credit report (must not be older than 6 months) Enclosed Previously issued by EKN Will soon be submitted to EKN		
12. Information on common financial interests *	Common financial interests with the investing company, directly or indirectly Do not exist Exist. Specify in item 15 in which way.		
13. Any negative experiences concerning the borrower and guarantor if any, of the way in which they fulfilled their obligations in the last 3 years *			
14. Applicant's outstanding claims on borrower and guarantor if any, which have been due for payment for over a month	No such outstanding claims		Outstanding claims as follows
	Loan agreement currency any amount	Due date (specified for resp. claim)	Guarantee n:o for claim covered by EKN guarantee
	Probable reason for lack of payment (specify if payment is received in local currency, and if so when)		
15. Debarment list	Is the exporter, any group company involved or anyone else acting on behalf of the exporter included on World Bank's debarment list? If yes, provide information under item 17. (A link to the list may be found at www.ekn.se) Yes No		
16. Under charge/convicted or notice served of a suspicion of crime *	Has the exporter, any group company involved or anyone else acting on behalf of the exporter, within a five-year period preceding the supplementary form, been (i) convicted in any court for bribery or similar criminal act, or (ii) subject to equivalent measures (such as resolutions of bribery violations using deferred prosecution agreements (DPAs) or non-prosecution agreements (NPAs), as well as those resulting from any formal admission or voluntary self reporting, where such measures exist) or (iii) found as part of a publicly available arbitral award to have engaged in bribery or a similar criminal act? And/or Is the exporter under charge, under formal investigation by a public prosecutor, or has the exporter been served with notice of suspicion of bribery or similar criminal act, or has the exporter knowledge of anyone else, natural or legal person acting on behalf of the exporter, being under such charge or formal investigation, or having been served with such notice? Yes No		

¹ See the definition of involved group company under item 15 in the Special instructions.

*) See instructions overleaf

17. Special and additional information to the previous items

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Supplementary statements (filled in by EKN) – applicable instead of or in addition to the information given in the request

Modifications/supplements made by the applicant by phone/letter/visit on	Sign.
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The application must have been received by EKN no later than the date when the claim in accordance with the loan agreement comes into existence.

The OECD has adopted a recommendation to combat bribery. Accordingly, and as provided by Swedish law on bribery, etc., in both the public and private sector, EKN requests that the applicant make the following declaration.

We hereby declare that

- (i) we acknowledge the importance of the development, application and documentation of an appropriate management control systems to combat bribery,
- (ii) neither we, nor any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit in conjunction with the investment specified in the application;
- (iii) any commissions or fees paid, or agreed to be paid, to a natural or legal person acting on our behalf in relation to the investment to which the application relates, is, or will be, for legitimate services only;
- (iv) we are aware of the fact that EKN's responsibility for the guarantee may lapse, and that already received amounts of compensation - including interest thereon from the date of disbursement of such compensation – shall be repaid to EKN, if we, any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit as described above; and
- (v) we shall indemnify EKN for all its costs and expenses which will be the consequences of the fact that we, any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit as described above.

Note that bribery in the cases stated here, among others, is a criminal offence under Swedish law; see chapter 10 sections 5a – 5e of the Penal Code.

We confirm that we have studied the general conditions for the government's investment guarantees applicable as of November 2005.

Company name	Contact persons (preferably 2 names)
Signature	Telephone number – including area code
	E-mail address

FREEDOM OF INFORMATION AND CONFIDENTIALITY

Freedom of information applies at EKN. Information in public documents can only be treated as confidential by EKN if so provided by the Freedom of Information and Secrecy Act. Confidentiality applies to information about an individual party's business or operations if it may be assumed that the individual party will incur damage if EKN discloses an item of information. Certain information concerning third parties is subject to absolute confidentiality.

In case of projects classified by EKN in environmental and social category A and exceeding 10 million SDR (Special Drawing Rights) and with credit period exceeding two years; EKN will make the Environmental and Social Impact Assessment (ESIA), or a summary of it, available to the public for at least thirty days before issuing a guarantee. This procedure is in line with the OECD recommendation on common approaches on environmental and social due diligence for export credit agencies. EKN will also disclose the above information to anyone requesting it during the guarantee period.

Special instructions for completing the application

Item 1 *Applicant*

If the application is made jointly by several lenders they shall be represented, and the application signed, by one of the applicants on the basis of a power of attorney from the others. Item 15 specifies all the applicants and their respective shares. The power of attorney, which shall be submitted to EKN together with the application, shall include authorisation for the representative not only to sign the application but also to make the stipulated applications etc. to EKN as well as handling all other contacts with EKN in the matter. Guarantee offers and guarantee commitments are submitted to the representative on the joint behalf of the applicants.

Item 4 *Swedish ownership*

The report should specify the percentage share of the respective named interested parties, or groups of interested parties. So-called revenue sharing based on the allocation of licences or patent rights can be mentioned as an example of a similar interest in the investing company.

Item 5 *Loan amount etc. in the agreed currency*

The loan agreement currency refers to the currency – or, where applicable, the currencies – in which the loan is to be repaid in accordance with the agreement. Use the standard currency codes (SEK, USD, GBP etc.).

If the borrower with the support of a so-called multicurrency option clause intends to take out the loan in one or more of the currencies specified in the loan agreement, or on certain occasions during the duration of the loan intends to request that the loan shall be converted to a currency other than a currency specified in the loan agreement, this shall be specially noted, and all the currencies in question specified, in item 15.

- b) The interest amount and other financing costs are only specified if, and to the extent, that the amounts are required to be covered by the guarantee.
- c) If flexible interest is applicable, the interest rate used for the calculation of the interest amount and other financing costs in item b) shall be specified here.

Item 6 *Date for unconditional loan agreement*

A loan agreement is considered to be unconditional if the conditions that may have been set for the agreement to come into force have been met, whereby the conditions for an EKN guarantee to be valid are disregarded.

Item 7 *Payment of the loan*

Specify which documents etc. lead to payment, e.g. shipping documents, warehouse certificates, drawings, and approval certificates etc.

Item 8 *Repayment of the loan*

Specify the number of payment rates, amortisation amounts, the first due date for förfallodag for capital amounts and interest amounts, the interval between due dates, and if the borrower will accept bills of exchange, or alternatively issue his own bills of exchange or promissory notes for capital and interest amounts.

Item 9 *Security etc.*

Specify in detail the type of security, e.g. payment guarantee, surety, bill of exchange guarantee, transfer guarantee or the equivalent, who issues the security, on which date it is obtained, and exactly what the security covers. The specified security is assumed to cover payment of both capital and interest amounts and other financing costs, unless otherwise stated. If the surety or payment guarantee is not intended to be valid as a form of personal surety, this shall be specially noted.

Item 10 *Place of payment*

The place of payment stipulated in the loan agreement is specified here.

Item 11 *Credit report on the borrower and guarantor, if any*

A credit report shall be issued by a well-reputed credit agency and shall be submitted in the original or attested copy, and include the information in its entirety. If the information is not worded in Swedish, Norwegian, Danish, English, German or French, it shall be translated to one of these languages by an authorised translator or by another person who can be approved by EKN. If possible the credit report should be enclosed with the most recent annual report for the borrower and guarantor.

Item 12 *Information on financial interests*

Financial interests between two companies are considered to exist if one of the companies owns financial interests in the other company's business activities or property. However, if the financial interest is in the form of a share holding and this is limited to 20% or less of the share capital, no financial interest will be assumed to exist.

Item 13 *Negative experiences concerning the borrower's and where appropriate guarantor's way of fulfilling their commitments in the last three years*

If payments have been delayed during the current period this does not need to be specified if in all probability it has been a result of the administration. Delayed payments in excess of two months shall, however, always be specified regardless of the assumed reason for the delay.

Item 15 *Debarment*

The question on debarment concerns not only the exporter, but also anyone acting on behalf of the exporter and any group company involved. This means enterprises belonging to the same group as the exporter that have been involved in the contract negotiations or otherwise been involved in the negotiations with the buyer.

Item 16 *Under charge/convicted or notice served of a suspicion of crime*

Note that, with regard to under charge or conviction, not only the exporter as a legal person is covered by this question; it also concerns the exporter's employees, employees of any group company involved or anyone else acting on behalf of the exporter.

The question on knowledge if any of notice of suspicion of criminal act refers to any other natural or legal person than the exporter in its capacity as a legal person.