

## Exporter's appendix to application for counter guarantee in relation to contract guarantee issued in connection with exports (to be completed by exporter)

Issuer of contract guarantee

Date

For instructions, see page 8.

<b>1. Exporter</b>	Name and company registration number	
	Postal address	
<b>2. Buyer</b>	Name on the purchase contract	
	Postal address	Country
<b>3. Good, services</b>		
<b>4. Responsibility for assembly/supervision/starting up</b>	Responsible for assembly / supervision / starting up	
	No	Yes
<b>5. Value of contract in currency of contract</b>		
<b>6. Terms of payment according to purchase contract</b>		
<b>7. Contract guarantees required in accordance with the purchase contract</b>	Bid Guarantee for completion of bid for work or delivery	
	Advance Payment Guarantee for payment made before delivery	
	Progress Payment Guarantee (P) for payment made while the work is in progress	
	Retention Money Guarantee (R) for payment that should have been made after completion of the agreed performance but that was paid before then	
	Performance Guarantee for completion of work or delivery in accordance with the contract	
	Warranty Guarantee in respect of exporter's obligation to rectify faults and failures during the term of the export product's warranty	
<b>8. Date/period for unconditional purchase agreement, shipping, assembly/installation work, performances</b>	Date or period	
	Estimated date of unconditional purchase contract	
	The export is expected to take place in one shipment during the period	
	The export is expected to take place successively during the period	
	early          evenly          late	
	Assembly/installation management expected to take place on	
Facility (equivalent) expected to be ready for commissioning on		

101.31e / 14.03.2025

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15 65 37-3

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330-1181

<b>9. Origin etc of goods/ services in the export transaction</b>	a) Used goods No                      Yes, wholly or in part. Please state which in item 19.		
	b) The goods/services included in the export transaction have been produced by us                      companies named below                      us and the companies named below		
	Country	Company (manufacturer)	
	Purchase price in SEK		
	c) Products/services that have not been produced by us have been purchased on firm account, i.e. We are obliged to pay the supplier regardless of whether or not we receive payment for the exports. not purchased on firm account. Please state which in item 19.		
<b>10. Financial community of interest between exporter and buyer/beneficiary</b>	Financial community of interest between exporter and buyer/beneficiary No                      Yes. Please state which in item 19.		
<b>11. Other information about the buyer/beneficiary</b>	The buyer Is a new customer                      Has been a customer since year: Experience of the buyer´s manner of fulfilling his obligations:		
	No outstanding receivables                      Outstanding receivables as below/in appendix		
	Invoice currency and amount	Due date (please state for each receivable)	
		Supposed reason for failure to pay (indicate if payment made in local currency and if so –when)	
<b>12. Experience of issued contract guarantees</b>			

<b>13. End user</b>	a) Where will the goods and/or services be used? The buyer's business (go to item 13c)                      Other business                      Unknown end user (go to item 13d)	
	b) Is the end user a known company? If yes, supply information about the company/companies: Name Organisation-/Registration-/DUNS-number Address Country	
	c) Is the end user a specific business or a project? If yes, supply information about the business/project: Name Description Country GPS-coordinates Choose industry sector from list of value or find list under Special instructions The business phase: Existing operations Material expansion of existing operations New project	
	d) Country/countries where the goods and/or services will be used (if not stated under item 13b and/or 13c)	
	e) Describe how the goods and/or services will be used (if not stated under item 13c)	
	f) Industry sector for the business where the goods and/or services will be used (if not stated under 13c). Choose industry sector from list of value or find list under Special instructions: Industry sector	
<b>14. Environmental matters</b>	a) The exporter has investigated the risk of serious environmental impact in the project or existing business operations where the goods and/or services are to be uses Yes                      No	
	If yes, please describe how the investigation was conducted	If no, please describe why no investigation has been done  Low risk of serious environmental impact where the goods and/or services are to be used  Other reason (Describe)
	The project or existing business operations where the goods and/or services will be used pose a serious risk to or has a serious impact on the environment  No Yes (Describe)	The activity where the goods and/or services will be used is conducted in or near environmentally sensitive areas  No Yes (Describe)
	There are relevant positive environmental impacts?  No Yes (Describe)	

<b>15. Social matters</b>	The exporter has investigated serious risks and impacts on human rights and working conditions in the project or existing business operations where the goods and/or services are to be used. Yes          No	
	If yes, please describe how the investigation was conducted:	If no, please describe why no investigation has been done  Low risk of serious impacts on human rights and working conditions where the goods and/or services are to be used  Other reason (Describe)
	The business activity where the goods and/or services will be used pose a serious risk to or has a serious impact on human rights and working conditions? No Yes (Describe)	
	There are relevant positive social impacts? No Yes (Describe)	
<b>16. Debarment list</b>	Is the exporter, any group company involved <sup>1</sup> or anyone else acting on behalf of the exporter included on the World Bank's debarment list? (A link to the list may be found at <a href="http://www.ekn.se">www.ekn.se</a> ) Yes          No If yes, provide information under item 20.	
<b>17. Agents</b>	Is any agent involved, or will be involved, in the export transaction?          Yes          No Name and corporate identity, if any  Postal address  Amount  Purpose of commissions or fees	

<sup>1</sup> See definition of group company involved under item 16 under Special instructions.

<p><b>18. Under charge/convicted or notice served of a suspicion of crime</b></p>	<p>Has the exporter, any group company involved or anyone else acting on behalf of the exporter , within a five-year period preceding the exporter’s appendix, 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?</p> <p>And/or</p> <p>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.</p> <p>Yes, specify in item 20                      No</p>
<p><b>19. Cooperation with other contractors</b></p>	<p>Does the transaction – in relation to the buyer – involve cooperation with other contractors within the framework of a joint venture/consortium or the like?</p> <p>Yes    No</p>
<p><b>20. Special and additional information to the previous items</b></p>	

**Supplementary statements (filled in by EKN) – applicable instead of , or in addition to, the information given in the exporter’s appendix**

<p>The following changes and/or additions were made by the exporter on the phone / by post / during a visit on _____ after the exporter’s appendix was submitted and have been noted by EKN.</p>	<p>Sign.</p>
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### **Payment undertaking**

In view of the application for a counter guarantee, to which this document is an appendix, we herewith undertake to immediately recompense EKN upon request for what EKN, in the event of a counter guarantee being issued and indemnified, have paid to the guarantee holder as a result of a contract guarantee to which the counter guarantee relates have being utilised. This undertaking applies regardless of the reason for the utilisation of the contract guarantee.

### **We undertake**

- to** comply with instructions given to us by EKN through the issuer of the contract guarantee regarding what measures are to be taken with a view to preventing or reducing possible losses;
- to** protect our rights in relation to third parties who have issued guarantees or payment commitment on behalf of our counterparty to the export contract in respect of the repayment of the utilised contract guarantee and to the greatest possible extent to claim pledged assets or other collateral provided for the repayment of the utilised contract guarantee;
- to** when the time agreed between us and our counterparty to the export contract for when the contract guarantee is to be at our disposal has expired, immediately to request that the contract guarantee be returned to the issuer;
- to** pay EKN compensation, over and above compensation for amounts paid to the guarantee holder, for any specific loss EKN has incurred on account of our not having acted in accordance with instructions provided by EKN or owing to incorrectly provided information.

The exporter's appendix is subject to Swedish law.

Disputes relating to this exporter's appendix shall be determined by arbitrators in accordance with the Swedish law on arbitration in force at the time when the dispute arises.

The arbitration proceedings shall take place in Stockholm. The Swedish language shall be used in the arbitration proceedings and the arbitration award is to be written in Swedish.

Should the exporter wish to refer a decision taken by EKN to arbitration, he shall make such reference within twelve months of receipt of the decision. He shall forfeit his right of action in the event of failure to do so.

In the event that the arbitrators arrive at different conclusions with regard to value, the mean value shall apply.

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 exporter make the following declaration.

We hereby declare that

- (i) we understand the importance of the development, application and documentation of an appropriate control system to combat corruption,
- (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 export transaction specified in the exporter's appendix;
- (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 transactions to which the exporter's appendix relates, is, or will be, for legitimate services only;
- (iv) we, upon request from EKN, immediately will compensate EKN for payments EKN has made to the guarantee holder – including interest from the time of each payment – if we, any group company involved, or anyone else acting on our behalf have given, or will give any bribe or other improper benefit in connection with the transaction specified in the exporter's appendix; and
- (v) we will 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 is criminalized under Swedish law, i.e. taking or giving bribes, trading with influence and negligent financing of bribery, see ch. 10 §§ 5a - 5e of the Swedish Criminal Code. Note that there may be additional rules applicable in other countries relevant to the export transaction.

Exporter's company name	Responsible officer (preferably two names)
Signature and name in block capitals of authorised signatory	Telephone number (including area code)
	E-mail address

Please attach the company's certificate of registration that is no more than six months old showing the name of the authorised signatory, and its latest annual report, unless EKN already has these documents.

#### **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<sup>2</sup> (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.

<sup>2</sup> Approx SEK 100 million.

## Special instruction for completing exporter's appendix.

### **Item 2**      *Buyer*

The party that is liable to make payment according to the purchase contract.

### **Item 3**      *Goods, services*

In the case of machinery, means of transport, apparatus, instruments and such like, the quantity of each item shall be stated. Should the products consist of an integrated item of equipment (installation) this shall be made clear in the product description. In such a case, the quantity of each individual product needs not to be stated specifically.

### **Item 6**      *Terms of payment*

This shall stipulate the date and against which documents payment in accordance with the purchase contract shall be made, e.g. when, or at a given time after, the contract is signed, despatch/shipment (partial or final shipment), or on a mean delivery date, upon completion, or such like.

### **Item 7**      *Contract guarantee in accordance with the purchase contract*

The contract guarantees that are to be provided in accordance with the purchase contract shall be listed here.

### **Item 8**      *Time/period for unconditional contract, shipping etc.*

A contract is deemed to be unconditional when the conditions, if any, that are stipulated for the purchase contract to come into effect have been satisfied.

### **Item 9**      *Origin etc of goods/services included in export transaction*

- A product is deemed to be produced "by us" if it has been manufactured by the applicant, even though components of various origins have been used in production. No information is required regarding the origin of the components.
- If, on the other hand, the export transaction also includes, apart from products manufactured "by us", finished products from other companies (manufacturers), Swedish or foreign, this shall be stated. The country of origin, the manufacturer and the purchase price of such products shall be stated. If numerous suppliers are involved the names of only the largest need to be provided. The same applies to exports of technical installations of various types when equipment from sub-contractors is assembled with that of the exporter into a finished installation.

### **Item 10**     *Mutual ownership*

Mutual ownership between two companies is considered to exist in the following cases:

- one company owns a financial interest in the other company's business or assets,
- both companies jointly own a financial interest in a third company's business or assets, or
- a third company owns a financial interest in both companies' business or assets.



**Item 13** *End user*

- a) Other business e.g. when the buyer is a reseller or contractor to / in other business operation or project
- c) Specific business operations such as a specific mine, a factory or motorway construction.

Description of the Business/Project:

Example 1: The goods will be used at mine X located in the Y province.

Example 2: The goods will be used at the Y factory located in the city Z.

Example 3: The goods will be used in the construction of the motorway between the city Z and the city ZZ.

Example 4: The goods will be used in the mining sector in the YY region

The business phase:

- Greater expansion of existing operations refers to expansion / capacity increase / change.
- New project concerns new commercial, industrial or infrastructure projects.

- e) The specific business where the goods and/or services will be used may be unknown, but please describe what you know such as:

- they will be used within the mining sector in country X;
- they will be used in different businesses in region Y;
- the retailer will sell mostly to industry sector Z;
- the goods consist of spare parts or services to industry sector Z in country X

*Industry sectors*

This is a list of the risk industry sectors EKN have identified. If nothing applies to your transaction, please select "Other industry sector".

- Other industry sector
- Waste management
- Mining and quarries
- Infrastructure and construction
- Agriculture, animal husbandry, forestry
- Chemical Industry
- Power generation, fossil energy (coal, oil, gas)
- Power generation, renewable energy (wind, sun, hydro, bio fuels)
- Power transmission including substations
- Military, coast guard
- Oil and gas extraction, petrochemical industry
- Steel industry
- Information and communications technology, surveillance
- Textile industry
- Manufacturing pulp and paper
- Water treatment and water supply

**Item 14** *Environmental matters*

These questions also include information about business operations connected to the new project and necessary for the project development. Examples of connected business operations: a new harbour built in connection with a new mining project; forest areas that supply a new pulp mill with raw material; new roads built to a new industrial project (these businesses are not necessarily connected geographically to the new project).

- a–b) Examples: Impact on climate, air, water, land, resource consumption, biodiversity, sensitive natural areas and the impact of environmental effects on people and communities.
- c) Sensitive natural areas include, for example, national parks and other protected areas according to national or international law and sensitive natural areas such as wetlands, areas with high biodiversity and / or endangered species. Sensitive natural areas also refer to historical / cultural monuments as well as important areas for indigenous peoples or other vulnerable groups.
- d) For example: exports of products that reduce the impact on the climate, contributions to the UN's sustainability goals (Agenda 2030).

**Item 15**     *Social matters*

- a) Examples: Risk of child labor, forced labor, discrimination, health and safety, as well as the right to freedom of association and collective bargaining, but also the companies' influence on health and safety in the local area, relocation, indigenous people, cultural areas and freedom on the Internet.
- b) Examples: Pose a serious risk to or has a serious impact on human rights with particularly grave effects (child labour, forced labour, trafficking in human beings, threats to life), widespread (large-scale migration or working conditions in a sector), cannot be restored (torture, loss of health, loss of indigenous people ) or is related to the project site (conflict or post-conflict areas)
- c) For example: exports of products that increase the number of jobs, contributions to the UN's sustainability goals (Agenda 2030) and freedom on the net.

**Item 16**     *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 17**     *Agents*

The term agent means anyone acting on behalf of the exporter.

**Item 18**     *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.

**Item 19**     *Cooperation with other contractors*

If the contract is concluded by a consortium including one or more foreign enterprises, or if similar cooperation occurs with enterprises abroad, the form of the cooperation should be stated here, along with names of the enterprises, their home countries and their stake in the transaction. If the exporter is a sub-contractor of an enterprise in a third country, detailed information of the main contractor and its contract with the end buyer should be provided here.