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 9.

1. Exporter	Name and company registration number
	Postal address
2. Buyer	Name on the purchase contract
	Local organization no/DUNS-No
	Postal address Country
	Did the exporter's review of the buyer reveal any negative information? ☐ Yes ☐ No ☐ No review has been conducted If yes, please describe the negative information, the exporter's assessment and any risk mitigating measures taken:
3. Good, services	
4. Responsibility for assembly/supervision/ starting up	Responsible for assembly / supervision / starting up ☐ No ☐ Yes
5. Value of contract in currency of contract	
6. Terms of payment according to purchase contract	
7. Contract guarantees required in accordance with the purchase contract	☐ 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 ☐

Exportkreditnämnden / The Swedish Export Credit Agency

Postadress/Postal address
Box 3064
SE-103 61 Stockholm
Sweden

Besöksadress/Visiting address
Kungsgatan 36

Telefon/Telephone
08-788 00 00
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08-411 81 49
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Hemsida/
Web site
www.ekn.se

Plusgiro
15 65 37-3

Bankgiro
330-1181

8. Date/period for unconditional purchase agreement, shipping, assembly/installation work, performances

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

9. Origin etc of goods/ services in the export transaction

a) Used goods

☐ No ☐ Yes, wholly or in part. Please state which in item 20.

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 20.

10. Financial community of interest between exporter and buyer/ beneficiary

Financial community of interest between exporter and buyer/beneficiary

☐ No ☐ Yes. Please state which in item 20.

11. Other information about the buyer/beneficiary

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)

12. Experience of issued contract guarantees

13. End user

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

g) According to your assessment is there a risk for end use to fossil fuel-related operations (coal, oil, gas)?

☐ No ☐ Yes (Describe)

14. Environmental matters

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)

<table>
<tr><td rowspan="4">15. Social matters</td><td colspan="2">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</td></tr>
<tr><td>If yes, please describe how the investigation was conducted:</td><td>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)</td></tr>
<tr><td colspan="2">The business activity where the goods and/or services will be used pose a serious risk to or has a serious impact om human rights and working conditions?
☐ No
☐ Yes (Describe)</td></tr>
<tr><td colspan="2">There are relevant positive social impacts?
☐ No
☐ Yes (Describe)</td></tr>
<tr><td>16. Debarment list</td><td colspan="2">Is the exporter, any group company involved[1] 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 www.ekn.se)
☐ Yes ☐ No
If yes, provide information under item 20.</td></tr>
</table>

[1] See definition of group company involved under item 16 under Special instructions.

17. Agent and other intermediary	Is any agent involved, or will be involved, in the export transaction? ☐ Yes ☐ No Name Organisation no/DUNS no Postal address) Amount Purpose of commissions and fees Did the exporter's review of the agent reveal any negative information? ☐ Yes (Please describe) ☐ No ☐ No review was conducted (Please describe why)
	Is an other intermediary engaged in the transaction? ☐ Yes (Please answer the questions below) ☐ No Please state the intermediary's role in the transaction Name Organisation no/DUNS no Postal address Has the intermediary been engaged by the buyer? ☐ Yes ☐ No Did the exporter's review of the intermediary reveal any negative information? ☐ Yes (Please describe) ☐ No ☐ No review was conducted (Please describe why)

18. 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 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? 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, specify in item 20 ☐ No
19. Cooperation with other contractors	Does the transaction – in relation to the buyer – involve cooperation with other contractors within the framework of a joint venture/consortium or the like? ☐ Yes ☐ No
20. Special and additional information to the previous items	

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[2] (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.

[2] Approx SEK 130 million.

Special instruction for completing exporter´s appendix.

Item 2 *Buyer*

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

Examples of negative information: The buyer or its owner is under suspicion, under investigation or convicted for corruption, money laundering or other financial crime.

A review refers, for example, to background checks using search tools, internet searches, obtaining references, investigating beneficial owners, credit reports, on-site visits and face-to-face meetings.

Risk mitigating measures means relevant measures which have been taken following an incident, for example the transfer or dismissal of involved individuals, or the strengthening of internal anti-corruption procedures.

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*

EKN´s sustainability assessment focuses on the location-specific business activity, operation, or project where the goods and/or services is to be used, the so-called end use. The following questions aim to clarify the end use in the current transaction as far as possible.

a) Select the **buyer's business** if the goods and/or services are to be used in an operation, a business or project that the buyer owns, e.g in its own factory, infrastructure project, mine, or other facility. Also select the buyer's business if the buyer resells directly to consumers. Select **other business** e.g. when the buyer is a reseller or contractor to/in other business operation or project.

c) **Specific business** operation refers to e.g. a mine, a factory or a facility. **Project** refers to a commercial industrial or infrastructure undertaking.

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

New Project: Projects refer to the construction of new physical infrastructure and facilities such as factories, roads, mines, railways, tunnels, bridges, electricity grids and water supply systems, as well as the restart of previously active facilities (e.g. a factory or a mine).

Material expansion of existing operations: Expansion refers to a material expansion, capacity increase or other change of existing infrastructure or facility which may result in an increased or changed impact on people and/or the environment during the construction and/or operation phase (e.g. expansion and/or significant capacity increase of a factory or mine).

Existing operations: If the end use is in a business that does not meet the criteria for projects or expansion, state existing business.

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

– the goods will be used within the mining sector in country X;

– the services 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.

f) Industry sectors

This is a list of the industries with high risks that EKN has identified. If you do not find the specific industry, select *Other industry*. Note that it is the end user's industry that is referred to. If, e.g., the buyer is active in transport, but mainly perform services for the mining industry, the sector *Mining and quarries* must be selected.

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

EKN is very restrictive in issuing guarantees for fossil fuel operations. Read more in EKN's sustainability policy. The Appendix 1 clarifies EKN's approach to guarantees for applications which in different ways relate to fossil fuels and clarifies which sectors and businesses EKN does not issue guarantees for.

g) Answer yes if the buyer/end-user is operating in the coal, oil or gas sector.

Describe how there is a risk that the goods and/or services may be used in the fossil fuel sector, e.g. if the buyer is active in coal, oil or gas or if the buyer redistributes the goods and/or services to end users in these sectors.

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 labour, forced labour, 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) Examples: 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 *Agent and other intermediary*

An agent is a company involved in the transaction who is acting on behalf of the applicant or its involved affiliate toward the buyer.

Other intermediaries include, for example, independent distributors and retailers, consultants, agents, representatives, brokers or business intermediaries.

Exemples of negative information: The agent/other intermediary is under suspicion, under investigation or convicted for corruption, money laundering or other financial crime.

A review refers, for example, to background checks using search tools, internet searches, obtaining references, investigating beneficial owners, credit reports, on-site visits and face-to-face meetings.

Risk mitigating measures means relevant measures which have been taken following an incident, for example the transfer or dismissal of involved individuals, or the strengthening of internal anti-corruption procedures.

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.