

# Application for counter-guarantee in relation to contract guarantee issued in connection with exports

**Date for submission of application:** The application shall have reached EKN by no later than the day on which the contract guarantee was issued.

Date:

EKN's reference number:

For instructions, see page 5.

<b>1. Applicant</b>	Name and company registration number	
	Postal address	
<b>2. Exporter</b>		
<b>3. Beneficiary</b>	Name	
	Postal address	Country
<b>4. The application is for a guarantee to cover risks associated with the issue of the following contract guarantee(s) for the amounts and terms stated below:</b>		
	<b>Currency and amount</b>	<b>Terms (from xxx until xxx)</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>5. Does the issue of a contract guarantee involve an obligation, when so demanded by the beneficiary, to immediately and unconditionally pay the amount covered by the contract (on demand)?</b>		
Yes	No. State the specific conditions that will apply for the beneficiary's right to utilise the contract guarantee.	
<b>6. Will the beneficiary be able to demand that the duration of the contract guarantee should be extended?</b>		
No	Yes. State the specific conditions that are intended to apply in this regard.	

<p><b>7. Is the contract guarantee being issued in accordance with any of the ICC's rules?</b></p> <p>No            Yes. If so, which?</p>
<p><b>8. Requested guarantee percentage rate:</b></p>
<p><b>9. Price indication – what premium is being charged by the applicant for the issue of the contract guarantee?</b></p>
<p><b>10. Pledged assets, guarantee or other collateral the applicant has required the exporter to provide:</b></p> <p>a) General collateral</p> <p>b) Specific collateral</p>
<p><b>11. Experience of contract guarantees previously issued on behalf of the exporter.</b></p>
<p><b>12. Debarment list</b></p> <p>Is the applicant, any group company involved<sup>1)</sup> or anyone else acting on behalf of the applicant included on the World Bank's debarment list? (A link to the website may be found at <a href="http://www.ekn.se">www.ekn.se</a>):</p> <p>Yes            No.</p> <p>If yes, provide information under item 14.</p>
<p><b>13. Under charge/convicted or notice served of a suspicion of crime</b></p> <p>Has the applicant, any group company involved or anyone else acting on behalf of the applicant, within a five-year period preceding the application, been (i) convicted in any court for bribery or a 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 similar criminal act.</p> <p>And/or</p> <p>Is the applicant under charge, under formal investigation by a public prosecutor, or has been served with notice of suspicion of bribery or similar criminal act, or has the applicant knowledge of anyone else, natural or legal person acting on behalf of the applicant, under charge, under formal investigation by a public prosecutor, or having been served with notice of suspicion of bribery or similar criminal act?</p> <p>Yes            No.</p> <p>If yes, provide information under item 14.</p>
<p><b>14. Other details and information that is supplementary to the above points.</b></p>

<sup>1)</sup> See definition of group company involved under item 12 of the Special instructions.

**Application regarding the issue of a guarantee**

We wish to have the guarantee issued in connection with the decision on a binding offer.

Payment of premium (see instructions)

We wish to pay the premium in full when the guarantee is issued.

We wish to pay the premiums quarterly in advance during the entire term of the contract guarantee.

Reporting periods:

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

**Details of the underlying export transaction are provided in the Exporter's Appendix (Appendix EKN 101.31e) and are attached to our application.**

**We confirm that we have read EKN's general conditions for counter-guarantee (October 2023).**

Company name	Responsible officer (preferably two names)
Signature and name of authorised signatory	Telephone number including area code
	E-mail address

**Supplementary information (completed by EKN) – applies in stead of or over and above what is stated in the application.**

Changes/additions have been made by the applicant

Sign.

by phone/post/visit on

### **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 millions.

## Special instructions for completing application for counter guarantee

### **Item 1:**     *Applicant*

The party, usually a bank, that applies for EKN's counter-guarantee. The bank can apply for a counter guarantee for different types of business with foreign countries: export of goods and export of services. EKN can also provide counter-guarantees for a bank's risk if transactions between Swedish companies. The prerequisite is that it is a transaction that ultimately leads to Swedish exports. This may apply, for example, to sub-deliveries where the final product is sold abroad.

### **Item 2**     *Exporter*

The person on whose behalf the guarantor issues the contract guarantee. It could, for example, be a domestic subcontractor which has a transaction with a Swedish export company and where the final product is sold abroad.

### **Item 3**     *Beneficiary*

By beneficiary is meant the party in whose favour the contract guarantee is issued. If the beneficiary is a different person from the party who is obliged under the terms of the export contract to pay the exporter if, for example, the applicant's guarantee is issued in the form of a counter guarantee to another issuer who, in turn, issues a contract guarantee in favour of the party who, according to the export contract is obliged to pay the exporter, this should be stated under point 14.

### **Item 4**     *Type of contract guarantee, currency and amount, terms*

The maximum amount that the beneficiary can claim under the issued contract guarantee is stated here. If the contract guarantee covers different amounts at different times while it is valid, on account, for example, of successive reductions at given times, please state what conditions apply in this regard in point 14 or an appendix.

Amounts shall be indicated in the currency in which the contract guarantee is issued. In the case of currencies other than Swedish kronor, euro, US dollars, yen or Swiss francs, the counter guarantee is issued in Swedish kronor.

### **Item 8**     *Requested guarantee cover in percentage*

Please state here the percentage, maximum of 75 per cent, of the amount that the beneficiary can draw under the terms of the issued contract guarantee.

### **Item 9**     *Price indication*

Please state here the price that the applicant intends to charge the exporter for issuing the contract guarantee. The price indication shall refer to the total fee for issuing the contract guarantee. If the exporter has to pay EKN's premium for the counter guarantee over and above the bank's charge, this shall be indicated as a separate cost.

### **Item 10**    *Pledged assets, guarantees or other collateral that the applicant has required the exporter to provide*

Please indicate here if the applicant intends to require the exporter to provide specific security in connection with the issue of the contract guarantee in question.

Except where otherwise agreed with EKN, information concerning existing exposure to the exporter and collateral to cover this shall be appended to the application. An example of general security/collateral would be a floating charge or chattel mortgage.

### **Item 11**    *Experience of contract guarantees previously issued on behalf of the exporter*

Indicate here if the applicant has experience of issuing contract guarantees on behalf of the exporter, e.g. regarding the utilisation of contract guarantees and the exporter's ability to fulfil contractual obligations.

### **Item 12**    *Debarment*

The question of debarment concerns not only the applicant, but also anyone acting on behalf of the applicant and any group company involved. This means enterprises belonging to the same group as the applicant that have been involved in the negotiations regarding a contract guarantee.

### **Item 13**    *Under charge/convicted or notice served of a suspicion of crime*

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

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

## **Payment of premium**

The premium is paid in full in connection with the issue of the guarantee. Alternatively, it can be paid during the term of the counter guarantee, usually quarterly in advance. EKN charges a minimum premium of SEK 1,500 per commitment or period.