

Application for Green Credit Guarantee in favour of bank

The application must have been received by EKN no later than the date on which the overdraft or revolving credit facility agreement has been signed / the loan is utilised.

Date:

1. Applicant ^{*)}	Name and company registration number		
	Postal address		
2. Borrower	Name		Company registration number
	Size of the company: Yearly turnover: ≤ 5 billion SEK Yearly turnover: > 5 billion SEK		
3. Credit reference number			
4. Credit amount and interest rate in the agreed currency ^{*)}			
SEK	USD	EUR	Credit amount: _____ Interest rate: _____
5. Type of credit and tenor ^{*)}			
Loan	Overdraft facility	Revolving credit facility	
Tenor	From and including	Up to and including	
6. Utilisation of the credit			
On one occasion	Tentative date: _____		
Successively	Utilisation period: _____		
7. Repayment terms of the credit			
8. Interest rate margin, fee and repayment terms ^{*)}			

^{*)} See instructions on page 5

10.01 / 2023-07-06 / Cer

The Swedish Export Credit Agency

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9. Pledge, surety or other security which are specific for this credit	
10. Pledge, surety or other security held by the applicant for existing exposure in relation to the borrower	
11. The applicant's total exposure on the borrower	
12. Is the above credit in compliance with the applicant's internal credit policy?	
<p>Yes No</p> <p>If no, state the reasons for the discrepancy:</p>	
13. Applicant's rating of borrower *)	
14. The borrower has been a customer since (year):	
15. The following documents should be enclosed to the applicant:	<p>Credit report (must not be older than six months)</p> <p>Latest financial report</p> <p>Credit memorandum</p>
16. Classification and monitoring of impacts on climate change	<p>a) Does the applicant classify the credit as green/sustainable?</p> <p>Yes No</p> <p>If yes, please attach relevant documents supporting this.</p>
	<p>b) Monitoring and reporting *)</p> <p>Please indicate whether there are reporting requirements in the credit agreement for monitoring the environmental impact and/or contribution to climate mitigation of the operation/investment. If so, please describe those requirements below.</p>

*) See instructions on page 5

17. Debarment *)	<p>Is the applicant, any group company involved or anyone else acting on behalf of the applicant included in the World Bank's debarment list? (A link to the list can be found on www.ekn.se)</p> <p>Yes No</p> <p>If yes, please leave additional information under section 19.</p>
18. Under charge / convicted or notice served of suspicion of crime *)	<p>Has the applicant, any group company 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 a 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 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, being 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, please elaborate further under 19. No</p>
19. Additional information to the previous items:	

*) See instructions on page 5

Background information must be provided by the borrower in the supplementary form EKN 10.02 and be attached to this application.

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 makes 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 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 transactions 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 stated in here, among others, is a criminal offence under Swedish law, see Chapter 10, Sections 5a – 5e of the Penal Code.

The guarantee holder is responsible for ensuring that the credit agreement is legally binding and that it is in accordance with what has been stated in connection with the application for this guarantee. The guarantee holder is also responsible for ensuring that the credit agreement does not contain provisions restricting the possibilities of the guarantee holder in observing his obligations under EKN's General Conditions and other terms to which the guarantee may be subject. This also applies if EKN has received a copy of the credit agreement in connection with the application for a guarantee or later (see also sections 6.1 and 6.2 of EKN's General Conditions for Green credit guarantee, 1 October 2021).

We hereby confirm that we have read EKN's General Conditions for Green Credit Guarantees, 1 October 2021.

Applicant	Contact persons (preferably two names)
Signature	Phone number and 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.

Special instructions for completing the Application for Green Credit Guarantee

Section 1 *Applicant*

If/when an EKN agent has been appointed, for example in case of more than one lender, the application should be completed by the EKN agent with a power of attorney from all lenders. The power of attorney must be submitted to EKN in connection with the application.

Section 4 *Credit amount and interest rate in the agreed currency*

Agreed currency is the currency in which the credit is to be repaid according to the credit agreement. In case of floating interest rate, please state the base rate, e.g. 6-month Stibor, along with the applicant's margin above the base rate.

Section 5 *Type of credit and tenor*

Regarding revolving credit facilities, the green credit guarantee can only be issued for underlying, revolving loan and ancillary facilities, if any, comprising overdraft facilities and working capital loans which are to be amortised.

Tenor of the credit implies for a loan the time from which a valid credit agreement has been entered into until the date when the loan should be repaid in full. Regarding an overdraft or revolving credit facility, the tenor constitutes the time during which the credit facility may be utilised. The tenor of a loan should normally not exceed ten years. The tenor for an overdraft credit facility may not exceed 12 months with a possibility of extension following an application to EKN. The tenor of a revolving credit facility, including possible extension(s), may not exceed five years.

Section 8 *Interest rate margin, fee and repayment terms*

State the total interest rate and fees of the credit and specify base rate and interest rate margin expressed as a per annum rate, possible upfront fee, commitment fee and arrangement fee. Interest rate margin means the part of the interest rate which EKN takes a share of, i.e. the risk margin in addition to the funding cost, risk on the Swedish State as well as administrative costs.

Section 13 *Applicant's rating of the borrower*

Please attach information about the rating scale.

Section 16b) *Monitoring and reporting*

State whether the credit agreement contains requirements on reporting intervals as well as indicators for monitoring that the stated contribution to climate mitigation of the operations or investment are reached, as well as a description of what those potential requirements entail.

Section 17 *Debarment*

The question on debarment concerns not only the applicant, but also anyone acting on behalf of the applicant and any group company. Group company means an enterprise within the same group of companies as the applicant that have been involved in the negotiations of the credit agreement or otherwise been involved in the negotiations of the credit agreement with the borrower.

Section 18 *Under charge/convicted or notice served of a suspicion of a crime*

Note that the question regarding under charge or conviction applies not only to the applicant as a legal person but also to the employees of the applicant, employees of any group company involved or anyone else acting on behalf of the applicant.

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