Supplementary form for application for bill of exchange guarantee

This supplementary form has been issued and signed by the exporter's duly authorised signatory in conjunction with the bill of exchange guarantee application, to which it acts as an appendix. Defined terms in EKN's general conditions for bill of exchange guarantees have the same meaning in this appendix.

Lender

Date

Information regarding the export transaction

For instructions, see page 10

1. Exporter (bill of exchange issuer)	Name	Organisation number
	Postal address	
2. Buyer (debtor, acceptor)	Name (as in 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. Goods, services	☐ See item 20	
4. Responsibility for assembly/supervision/ commissioning. Terms of delivery.	a) Responsibility for assembly / supervision / commissioning ☐ No ☐ Yes, state which	b) Terms of delivery
5. Contract amount etc. in currency of contract	a) Currency b) Contract amount c) Interest	d) Interest rate
6. Conditions of payment for export transaction		
	Interest is calculated on amount outstanding and is payable half-yearly in arrears starting six months after delivery; as from the first instalment, due dates for interest and instalment will coincide. ☐ Yes ☐ No, specify in item 20	

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
Int +46 8 788 00 00

Telefax
08-411 81 49
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Hemsida/
Web site
www.ekn.se

Plusgiro
15 65 37-3

Bankgiro
330-1181

<table>
<tr><td rowspan="2">7. Due dates for bills of exchange</td><td rowspan="2">Number of bills of exchange, periods and first due date (fill in information on page 8)</td><td>Bills of exchange issued (date, place)</td></tr>
<tr><td>Bills of exchange accepted (date, place)</td></tr>
<tr><td>8. Security</td><td colspan="2">Security (mortgage, surety, ownership reservation or other similar security which has been provided for payment of the purchase agreement claim, although not bill of exchange guarantee)</td></tr>
<tr><td rowspan="7">9. Origin of goods/ services being part of the export transaction</td><td colspan="2">a) Used goods
☐ No ☐ Yes, wholly or partially. Specify in item 20.</td></tr>
<tr><td colspan="2">b) Goods and/or services being part of the export transaction are produced by:</td></tr>
<tr><td>Country</td><td>Company (producer)</td><td>Purchase price</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>10. Mutual ownership</td><td colspan="2">Mutual ownership between exporter and buyer, directly or indirectly
☐ No ☐ Yes (Specify in item 20)</td></tr>
<tr><td rowspan="3">11. Information on buyer (debtor, acceptor)</td><td colspan="2">Buyer is
☐ a new customer ☐ a previous customer, since</td></tr>
<tr><td colspan="2">Value of our sales to buyer during current year and previous two calendar years:
Year Amount Year Amount Year Amount</td></tr>
<tr><td colspan="2">Experience of the buyer's fulfilment of payment obligations during the last three years.</td></tr>
<tr><td rowspan="6">12. Exporter's outstanding claims on the buyer (debtor, acceptor)</td><td colspan="2">☐ No such claims exist ☐ Such claims exist and are listed below</td></tr>
<tr><td>Invoice currency and amount</td><td>Due date
(state for each claim)</td><td>Guarantee number of claim covered by EKN</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>

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 below or find list under Special instructions:

Industry sector

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 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 environmental impact where the goods and/or services are to be used

☐ Other reason (Describe)

b) 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)

c) The activity where the goods and/or services will be used is conducted in or near environmentally sensitive areas:

☐ No ☐ Yes (Describe)

d) There are relevant positive environmental impacts?

☐ No ☐ Yes (Describe)

<table>
<tr><td rowspan="4">15. Social matters</td><td colspan="2">a) Applicant 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">b) 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)</td></tr>
<tr><td colspan="2">c) 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? If yes, provide information under item 20. (A link to the list may be found at www.ekn.se)
☐ Yes ☐ No</td></tr>
</table>

[1] See definition in item 15 under Special instructions

17. Agent and other intermediary	Is any agent involved, or will be involved, in the export transaction on behalf of the exporter? ☐ Yes ☐ No Name Organisation no/DUNS no Postal address Fee (% of the contract amount) Purpose of commissions and fees In which jurisdiction has commissions and fees been paid, or agreed to be paid? 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 supplementary form, 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 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 suppliers	Does the transaction – in relation to the buyer – involve cooperation with other contractors within the framework of a joint venture/consortium company or the like? ☐ Yes ☐ No
20. Special and additional information to the previous items	Give details of any foreign competition, specifying country and company (if known). In addition, information on the financing of the transaction, e.g. through the World Bank or other international bodies, should be provided here.

Confirmation and undertaking by the exporter (equivalent)

1 The exporter hereby confirms that:

1.1 All the information we have provided in respect of the bill of exchange supplementary form is correct.

1.2 Neither we, any group company involved or anyone else acting on our behalf, have been engaged in or will be engaged in bribery or other inappropriate benefit in connection with the export transaction.

1.3 We have fulfilled and shall continue to fulfil our contractual undertaking to the debtor.

2 Undertaking

2.1 We undertake not to take any action which would involve changing the export transaction in relation to what is stated in this supplementary form without written consent from EKN.

2.2 We undertake not to waive, either wholly or in part, any claim for compensation or claim in damages against the debtor, acceptor or bill of exchange guarantor or any other security provided for payment of the bill of exchange claim without EKN's written consent.

2.3 We undertake not to transfer the excess under the bill of exchange guarantee, either wholly or in part, to any other party without EKN's written consent, in the event that the guarantee holder has transferred such excess to us.

2.4 We undertake, on request, to make available to EKN, or an external advisor engaged by EKN, our records and other documents relating to the guaranteed transaction and to disclose all such information as is available to us or which we are able to obtain and which may be of importance to EKN.

2.5 We undertake to inform EKN without delay if we become aware of anything to indicate an increase in the risk of non-payment under the guaranteed bills of exchange.

2.6 We undertake to inform EKN without delay if we become aware of any objections from the debtor in respect of the exported goods or services, or of any counter-claims the debtor may make against us.

2.7 We undertake to take reasonable measures to limit loss or damage under the bill of exchange guarantee.

2.8 We undertake to consult with EKN and participate in any measures to prevent loss under the bill of exchange guarantee.

2.9 We undertake, in the event of indemnification, to assign to EKN, without charge, bills of exchange and all other rights or securities relating to the bill of exchange claim.

2.10 We undertake to consult with EKN and contribute towards safeguarding all rights under the agreement, to convert any securities or otherwise participate in recovery measures.

3 Non-fulfilment of contractual obligations to the debtor

3.1 If the exporter has significantly neglected his contractual obligations to the debtor, EKN is entitled to request payment from the exporter for indemnification made by EKN under the bill of exchange guarantee and for other costs incurred by EKN relating to the bill of exchange guarantee.

4 Measures in the event of non-fulfilment of the exporter's obligations to EKN

4.1 If the exporter fails to fulfil his undertaking, as described in 1.1 – 1.2 and 2.1 – 2.3 above, EKN shall request payment for indemnification made by EKN under the bill of exchange guarantee and for other costs incurred by EKN relating to the bill of exchange guarantee.

4.2 If the exporter significantly neglects his undertaking, as described in 2.4 – 2.10 above, EKN shall request payment equivalent to 25 percent of any indemnification made by EKN under the bill of exchange guarantee and of other costs incurred by EKN relating to the bill of exchange guarantee.

5 EKN's undertaking

5.1 EKN undertakes to indemnify the exporter for costs incurred as a result of measures taken, as described in 2.7, provided that the exporter consulted with EKN before the said measures were taken. EKN also undertakes to indemnify the exporter for costs incurred as a result of consultation and participation in measures as described in 2.8 and 2.10.

5.2 Apart from amounts paid in 3.1 and 4.1 – 4.2 above, EKN will not present any recourse claim to the exporter in connection with an assigned guaranteed bill of exchange.

6 Disputes relating to the submitted supplementary form

6.1 The supplementary form is subject to Swedish law.

Disputes relating to this supplementary form shall be determined by arbitrators in accordance with the Swedish Arbitration Act in force at the time.

The arbitration proceedings shall take place in Stockholm.

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 the 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 give any bribe or other improper benefit in conjunction with the export transaction specified in the supplementary form,

(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 supplementary form 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 export transaction specified in the supplementary form, 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	Contact persons (preferably 2 names)
Authorized signature and name in print	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[1] (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.

Due dates for bills of exchange:

Bill of exchange	Due date	Bill of exchange amount	of which Principal	of which Interest
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total:				

Special instructions for completing the form

Item 2 *Buyer*

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*

For machinery, means of transport, apparatus, instruments and similar, specify the number of each. If such goods constitute a cohesive item of equipment (installation and plant), this must be apparent from the description of the goods. In this case, the number of individual goods does not need to be specifically indicated. If the purchase contract includes spare parts and tools, their percentage proportion of the contract amount must be stated.

Item 5 *Contract amount etc*

Contractual currency refers to the currency – or, where applicable, the currencies – of payment according to the bill(s) of exchange. Use the standard currency codes (SEK, USD, GBP etc)

Item 6 *Terms of payment*

Specify when payment is to be made according to the supply contract, e.g., on or a certain period after conclusion of the contract, on shipment (partial or final), on an average delivery date, on completion of the supply contract etc.

Item 9 *Origin of goods and/or services being part of the export transaction*

Please bear in mind the following points when filling in this item:

- If the export transaction contains manufactured goods and/or services (not components), produced in the exporter's own facilities/operating premises outside Sweden, this should be mentioned, stating the manufacturing country and purchase price (equivalent) for these goods and/or services.
- If the export transaction, in addition to the exporter's own products, also contains manufactured goods and/or services from other companies (manufacturers), Swedish or foreign, this should be mentioned, stating country, company and purchase price for these goods and/or services. If a large number of sub-contractors are engaged, only the main one needs to be stated here. The same applies to export of plant of various kinds, where sub-contractors' equipment and the exporter's own equipment are to form a complete plant.

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.

Examples 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 suppliers*

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 the 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.