

IMPORTER DECLARATION

Raw Material Guarantee

Transaction Number:

Important information

Importer in this Importer Declaration means each Importer being a party to the Supply Agreement. Each Supply Agreement between the Importer and the Borrower requires a separate Importer Declaration.

Information entered in this Importer Declaration must be provided to the full extent of each Importer's capability at the time of submission of the declaration.

If there are more than one Importer in a Supply Agreement, the Importer submitting, signing and executing the Importer Declaration is acting for and on behalf of itself as well as for and on behalf of each other Importer. Documentation evidencing authority to act for and on behalf of any other Importer, such as power of attorneys and legal opinions, shall be provided in Section 8 (Additional Information).

All capitalised terms in this Importer Declaration have the meanings given to them in EKN's General Terms and Conditions for Raw Material Guarantees.

1. IMPORTER(S)

Importer means any party entering into the Supply Agreement with the Supplier.

Name	
Registration Number	
D-U-N-S Number	
Address	
ZIP/Postal code	
City/Town	
Country	
Visiting address, if different from postal address	
Phone Number	

Contact person(s)

Name	
Phone Number	
E-mail address	

2. SUPPLIER

Name	
Registration Number	
D-U-N-S Number	
Address	
ZIP/Postal code	
City/Town	
Country	
Visiting address, if different from postal address	
Phone Number	
E-mail	

EKN 21.06.2023

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
Int +46 8 411 81 49

Hemsida/
Web site
www.ekn.se

Plusgiro
15 65 37-3

Bankgiro
330-1181

2.1 EXPERIENCE OF SUPPLIER

Importer (or any of its Affiliates) has previously been involved in business with the Supplier (or any of its Affiliates)	Yes	No
Please describe the previous experience (e.g. nature of experience, length and volume of co-operation)		

2.1.1 Relevant experience

Importer (or any of its Affiliates) has any relevant (negative) experience regarding the Supplier's (or any of its Affiliates') fulfillment of obligations
Please describe relevant (negative) experience

2.1.2 Common ownership

Common ownership between the Importer (or any of its Affiliates) and the Supplier or any Obligor (or any of its Affiliates)

3. AGENT

An agent is involved in the sale and purchase transaction
Yes
No

3.1 Agent information

Name	
Registration Number	
D-U-N-S Number	
Address	
ZIP/Postal code	
City/Town	
Country	
Visiting address, if different from postal address	
Phone Number	
E-mail	
Website	

3.2 Agent's responsibilities

Please describe the agent's responsibilities	
Agent fee (percentage of Supply Agreement amount)	%
Country in which the agent's fee is paid	

3.3 Experience of agent

Please describe any previous experience of the agent
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4. SUPPLY AGREEMENT

Supply Agreement means supply agreement(s) made between the Importer and the Supplier.
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4.1 Contract amount

Contract currency	
Total contract amount	

4.2 Unconditional date

Expected date for unconditional Supply Agreement	
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4.3 Delivery period

Expected delivery start date	
Expected delivery end date	
Description of how deliveries are expected to take place (e.g. frequency, volumes)	

4.4 Material terms and conditions of the Supply Agreement

Description of material terms and conditions of the Supply Agreement (including terms and conditions regarding pricing and termination of the agreement)
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4.5 SPECIFICATION OF RAW MATERIAL

4.5.1 Please specify raw materials to be provided under the Supply Agreement
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4.5.2 Special permit, consent or authorisation required	Yes	No
If yes, please describe the permit, consent or authorisation required		
4.5.3 Origin of Raw Material: Where will the raw materials be produced (e.g. country, site)?		
Is the raw material sourced from a specific business or a project (name and description)?		
4.5.4 Description of where and by whom the raw material will be used		
4.5.5 Description of how and for what purpose the raw material will be used		
4.5.6 Description of the market for the raw material and the need for the Supply Agreement		
4.5.7 Description of how the transaction will contribute to Swedish public interest and to Swedish employment and GDP		

Attachments

No added attachments

List of attachments:

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5. ENVIRONMENTAL AND SOCIAL MATTERS

5.1 Environmental Matters

These questions also include information about business operations connected to the new project and necessary for the project development.

5.1.1 The Importer has investigated whether the project and/or existing business operations where the raw materials are produced pose a serious risk to or has a serious impact on the environment

Yes No

If yes, please describe how the investigation was conducted:

If no, please describe why no investigation has been conducted

Low risk of serious environmental impact in the project or existing business operations where the raw materials are produced.

Other reason (describe):

5.1.2 The project or existing business operations where the raw materials are produced pose a serious risk to or has a serious impact on the environment

Yes

Describe

No

5.1.3 The project or existing business operations where the raw materials are produced is conducted in or near environmentally sensitive areas

Yes

Describe

No

5.1.4 There are relevant positive environmental impacts

Yes

Describe

No

5.2 Social Matters

5.2.1 The Importer has investigated whether the project or existing business operations where the raw materials are produced pose a serious risk to or has a serious impact on human rights and working conditions:

Yes No

If yes, please describe how the investigation was conducted:

If no, please describe why no investigation has been conducted

Low risk of serious risks and impacts on human rights and working conditions in the project or existing business operations where the raw materials are produced:

Other reason (describe):

5.2.2 The project or existing business operations where the raw materials are produced pose a serious risk to or has a serious impact on human rights and working conditions

Yes

Describe

No

5.2.3 There are relevant positive social impacts

Yes

Describe

No

Attachments

No added attachments

List of attachments:

6. FRAUD AND CORRUPTION

The OECD has adopted a recommendation to combat bribery. Accordingly, and as provided by Swedish anti-corruption law (see Chapter 10, sections 5a – 5 e of the Swedish Penal Code), EKN requests the Importer(s) make the following declaration.

An Importer, any of its Involved Affiliates or any of its Related Parties is included on the World Bank's debarment list If yes, please describe:	No	Yes
An Importer, any of its Involved Affiliates or any of its Related Parties has been charged by a court or is, to the best of its knowledge, under formal investigation by a public prosecutor for, or serviced with notice of suspicion of, bribery or a similar criminal act If yes, please describe:	No	Yes
An Importer, any of its Involved Affiliates or any of its Related Parties has, within a five-year period preceding this Importer Declaration, been (i) convicted in any court for bribery or a similar criminal act, (ii) subject to equivalent measures or (iii) found as part of a publicly available arbitral award to have engaged in bribery or a similar criminal act If yes, please describe:	No	Yes

Other than as described above, we confirm that the business carried out by us and our Involved Affiliates is in compliance with applicable anti-corruption, anti-bribery, anti-money laundering and anti-terrorist financing laws and applicable Sanctions Laws in relation to the transactions to which the Importer Declaration relates	Confirmed	Not confirmed
We declare that we acknowledge the importance of our development, application and documentation of the appropriate management control systems that combat bribery	Confirmed	Not confirmed
We declare that neither we, nor any of our Involved Affiliates or any of our Related Parties, have been engaged or will engage in bribery in relation to the transactions to which the Importer Declaration relates	Confirmed	Not confirmed
We declare that any commissions or fees paid, or agreed to be paid, by us or any of our Involved Affiliates to any Related Party in relation to the transactions to which the Importer Declaration relates, is, or will be, for legitimate services only	Confirmed	Not confirmed

7. ADDITIONAL INFORMATION

Please provide any additional information relevant for the Importer Declaration

Attachments

No added attachments

List of attachments:

8. PRICE-SENSITIVE INFORMATION

Price-sensitive (inside) information relates in this context to information of a precise nature which has not been made public, relating (directly or indirectly) to one or more issuers or to one or more financial instruments, and which, if it were made public, would be likely to have a significant effect on the price of those financial instruments or on the price of related derivative financial instruments. Please refer to Chapter 2, Article 7, para 1(a) of EU Regulation No 596/2014 on market abuse (MAR). In accordance with MAR there is an obligation on certain legal entities to maintain insider lists of persons that have access to inside information. To the extent there are similar information obligations under other applicable laws or regulations on price-sensitive (inside) information, such information shall be provided below.

The Importer Declaration contains information of such nature that the Importer is required to keep an insider list (log book) or similar

Yes

Provide details

No

9. CONFIRMATION

By submitting, signing and executing this Importer Declaration, each Importer confirms that:

- (a) This Importer Declaration incorporates the relevant terms and conditions set out in EKN's General Terms and Conditions for Raw Materials Guarantees dated 20 June 2023 (the "General Conditions").
- (b) The Importer has read and is familiar with the General Conditions.
- (c) The disclosure of information terms set out in Clause 17 (Disclosure of Information) in the General Conditions apply from the date hereof in relation to any information provided by the Importer before or after the date hereof.
- (d) As of this date, all information in this Importer Declaration originating from (i) the Importer or its Involved Affiliates is true, accurate, complete and not misleading in any material respect and (ii) any other party is, to the best of the Importer's knowledge, true, accurate, complete and not misleading in any material respect.

The confirmations set out above are acknowledged and agreed

Yes

No

Reference to Application for Guarantee

This Importer Declaration must be linked with the related Application for Guarantee (submitted by the bank). Accordingly, to be able to submit this Importer Declaration, please acquire from the bank (i) EKN account number of the applicant (the bank) and (ii) reference number of the Application for Guarantee. The acquired information shall be provided below.

EKN account number of the applicant	
Reference number of the Application for Guarantee	

Signature

Date	
Name	Name
Party	Party

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.

DISCLOSURE OF INFORMATION ON EKN's WEBSITE

In the following types of transactions, EKN will make the Environmental and Social Impact Assessment (ESIA), or summary of it, available to the public on the EKN website, in order to receive potential comments from stakeholders, for at least thirty days before EKN's decision:

- Project or major expansion of existing operation that EKN classifies as category A (risk of significant environmental/social impact), which exceeds SEK 100 million (10 million SDR/Special Drawing Rights) where the credit period is at least 2 years, or
- Project or major expansion of existing operation that EKN classifies as category A (risk of significant environmental/social impact), in or near sensitive areas (irrespective of the value of EKN's share)

This procedure is in line with the Recommendation of the Council on Common Approaches for Officially Supported Export Credits and Environmental and Social Due Diligence (the “Common Approaches”) for export credit agencies and is applied by EKN also in respect of Raw Material Guarantee. Prior to disclosure, EKN will seek permission from the document owner, via the applicant, to disclose the document(s). EKN will also keep the documentation on the EKN website throughout the guarantee period.

Special instructions for completing the form

Item 2.1

Common Ownership: Common ownership is applicable when the Importer (or any of its Affiliates) owns shares or assets in the Supplier or any Obligor (or any of its Affiliates), or in any other way has a direct or indirect influence over the Obligor or vice versa, including where a third company owns shares or assets, or otherwise has a dominant influence over the Importer, the Supplier and any Obligor. State the relevant percentage of the shareholding.

Item 3

An agent is involved in the transaction: Agent means a representative, directly involved in the import transaction, acting on behalf of the Importer.

Item 4

Contract Amount: Statement of the contract value must include a specification of how this is calculated.

Item 4

Unconditional Date: Unconditional Supply Agreement is deemed to exist once the condition stipulated for its entering into force have been fulfilled.

Item 5.1.1

Example of serious environmental risks and impacts in the project and/or existing business operations where the raw materials are produced: Impact on climate, air, water, land, use of resources, biodiversity, sensitive natural areas and the impact of environmental effects on people and communities.

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).

Item 5.1.3

The project or existing business operations where the raw materials are produced is conducted in or near an environmentally sensitive areas: 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 areas also refer to historical /cultural heritage as well as important areas for indigenous peoples or other vulnerable groups.

Item 5.1.4

There are relevant positive environmental impacts related to the import of the raw material: For example reduced impact on the climate, contributions to the UN Sustainable Development Goals (Agenda 2030).

Item 5.2.1

Example of serious risks and impacts on human rights and working conditions: Child labor, forced labor, torture, discrimination, loss of health, threats to life, as well as the right to freedom of association and collective bargaining, but also companies' influence on health and safety in the local area, resettlement, indigenous people, cultural heritage and freedom on the internet.

Item 5.2.2

Example of serious risks and impacts on human rights and working conditions: See 5.2.1 above.

Item 5.2.3

There are relevant positive social impacts related to the import of the raw material: For example, increased number of jobs, contributions to the UN's Sustainability Development Goals (Agenda 2030).