



Company declaration regarding Anti-bribery, ESG and Danish economic interest

A. Information about the undersigned		
This declaration must be completed and signed by the following party:		
A1	Company name	
	Address	
	Country	
	Registration number	

In order for a credit insurer to issue a credit insurance policy reinsured by EKF Denmark’s Export Credit Agency (“EKF”) to a company (an applicant), the company (the applicant) is obliged to complete this declaration covering the policies which are reinsured by EKF.

1. Anti-bribery

Denmark has ratified the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the OECD Anti-Bribery Convention). Pursuant to the OECD Anti-Bribery Convention, EKF Denmark’s Export Credit Agency (“EKF”) is subject to an obligation to obtain a declaration that bribery has not been and will not be engaged in. In addition to this, EKF is subject to the current rules in section 122 of the Danish Criminal Code on bribery of public officials and section 299(2) on bribery of private individuals.

Section 122 of the Danish Criminal Code states that: "Any person who unduly grants, promises or offers some other person exercising a Danish, foreign or international public office or function a gift or other favour in order to induce that other person to do or fail to do anything in relation to that person's official duties shall be liable to a fine or imprisonment for a term up to six years."

It follows from section 299(2) of the Danish Criminal Code on bribery of private individuals (kickbacks) that: "Any person who in his capacity of trustee of any property of another person, by neglect of duty, for the benefit of himself or of others receives, claims or accepts the promise of a gift or other favour, as well as any person who grants, promises or offers such a gift or other favour shall be liable to a fine or imprisonment for a term up to four years."



B. Anti-bribery			
B1	Is the undersigned listed on a debarment list published by one or more of the following Multilateral Financial Institutions (MFIs)? <i>World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank.</i>	Yes	No
B2	Is the undersigned or any person acting on its behalf, on its instruction, currently under charge in a national court and/or formally under investigation for violation of laws against bribery by public officials or private persons in any country?	Yes	No
B3	Has the undersigned company or any natural or legal person acting on its behalf or on its instruction within the last five years been convicted in a national court for violation of laws against bribery or been found as part of a publicly-available arbitral award to have engaged in bribery by any public official or private person in any country?	Yes	No
B4	Has the undersigned within the last five years entered into a DPA (deferred prosecution agreement) or NPA (non-prosecution agreement) for violation of laws against bribery?	Yes	No

C. Use of Agent(s) for the transaction:			
C1	Agents Will or has the undersigned use(d) an agent in connection with the transaction?	Yes	No
		<i>- please complete C2-C5</i>	

C2	Agent's name	
	Address	
	Country	
	Registration number	
C3	Agent's commission/fee	
C4	Country in which commission/fee was or will be paid:	
C5	Description of the agent's assignment/task:	



Control systems

EKF encourages all business partners to develop, apply and document suitable control systems to prevent and detect bribery.

EKF's position paper on anti-bribery

EKF encourages the undersigned to read EKF's position paper on prevention of bribery in EKF and in EKF's business transactions, at www.ekf.dk

2. ESG matters

We, the undersigned company, hereby declare on behalf of the above company that neither we, nor to the best of our knowledge, any persons acting on our behalf, upon our instructions or with our knowledge are aware of any significant Environmental and Social Risks (as defined below) associated with our business.

"Environmental and Social Risks" refer to any actual adverse effects on the environment or on people resulting from our business – either in connection

- › with the end-use of goods produced or manufactured by us and exported from Denmark or with the production or manufacturing of goods outside Denmark which are sold by us; or
- › with the production, manufacture and/or end-use of goods produced or manufactured by any other foreign legal entity which is, directly or indirectly, controlled by us ; or
- › with services rendered to buyers outside Denmark by us or our foreign legal entities which are, directly or indirectly, controlled by us.

Environmental and Social Risks are automatically presumed to be present if the following factors systematically form part of the company's business:

- › activities deemed illegal under host country laws or regulations or international conventions and agreements or subject to international bans, such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, asbestos-containing products, PCBs, wildlife or products regulated under CITES;
- › weapons, munitions or parts thereof;
- › activities involving harmful or exploitative forms of child labour or forced labour;
- › radioactive materials except medical equipment and quality control (measurement) equipment;

Potential Environmental and Social Risks are presumed to be present if the following factors systematically form part of the company's business:

- › if at the time of signing this declaration, the credit facility that EKF is to guarantee is primarily expected to go to:
 - mining projects
 - chemical process plants and refineries
 - oil and/or gas exploration
 - establishment of plantations or felling of natural forests
 - construction of major roads, railways, airports and ports
 - breeding, rearing, transport and/or slaughter of animals

We hereby further declare:

- › that, to the best of our knowledge, the company's products and/or services live up to Danish and/or EU standards regarding the environment, working environment and safety as well as animal welfare (if relevant).

If the company is uncertain as to whether the activity performed involves any significant Environmental and Social Risks, EKF will determine this based on the information submitted by the company. Additional information may be required by EKF.



3. Danish economic interest

Export turnover is defined as the company's turnover related to sales of goods and services to a foreign market and turnover related to sales of goods and services to a Danish export company and as the company's turnover related to sales of goods and services to companies and persons staying in Denmark, but not permanently domiciled or resident in Denmark (tourists).

The company hereby declares that our buyer(s) will be invoiced from Denmark or from our foreign affiliated company/companies and that the size of the company's export turnover makes up a minimum of 20 percent of the company's total turnover as presented in the company's most recent financial statements.

If the company wishes to base the credit insurance policy on its expected export turnover, EKF must approve this in advance.

In case of doubts as to whether the above-mentioned conditions are fulfilled, EKF will decide whether the company's export turnover is adequate based on the information submitted by the credit insurer regarding the company (the applicant).

4. Publication

EKF reserves the right to publish the company's name and sector in connection with EKF's information and business activities.

5. Declaration

In continuation of the above, the undersigned company hereby declares,

- › that we meet the above-mentioned regulations regarding anti-bribery, cf. paragraph 1.
- › that we meet the above-mentioned requirements regarding ESG, cf. paragraph 2,
- › that we meet the above-mentioned requirements for "Danish Economic Interest", cf. paragraph 3,
- › that the information contained in this declaration is true and correct and acknowledge that the credit insurer/credit insurers may refuse/disclaim the insurance liability under the policy, if this declaration contains any misrepresentation which is material.
- › that we acknowledge that EKF or the credit insurer may require further information or documentation. We acknowledge and agree that all information or documentation related to the company (including buyer information) will be available to EKF.
- › that we will indemnify EKF for all kinds of indemnification which has either been paid or will be paid to the credit insurer, including interests calculated from the day of payment, if we, or anyone acting on our behalf, have engaged in or engage in actions or omissions in connection with above-mentioned company reinsured by EKF, including any agreements concluded in that connection etc, which go against the present declaration regarding Anti-bribery, ESG, or Danish economic interest.
- › that we will indemnify EKF for all losses and expenses, including legal costs, incurred because we, or anyone acting on our behalf, have engaged in or engage in actions or omissions in connection with the above-mentioned transaction reinsured by EKF, including any agreements concluded in that connection etc. and
- › that EKF may publish our name and section in connection with EKF's information and business activities, cf. paragraph 4 and
- › that this declaration is subject to Danish law and settlement in a Danish court of law.



Documentation

Throughout the term of the credit insurance policy, the company must be able to document that the above-mentioned requirements under paragraph 2 and 3 were correct and had been met at the time when this declaration was signed. Failure to meet the requirements under 2 and 3 or lack of documentation thereof may affect EKF's assessment of the company's future use of EKF's declarations.

Name and signature of authorised signatory

Place and date

Name in block capitals

Signature