



The EKF-declaration on non-bribery and transparency

Guarantee holder:
Exporter:
Buyer/Borrower:
EKF's case number:

This declaration is signed as:

Guarantee holder
Exporter
Sponsor
Other **Indicate:**

Agents

Will or has the undersigned use(d) an agent in connection with the transaction? Yes No

Agent's commission/fee:

Description of the agent's assignment/task:

The undersigned hereby declares that all payments of commissions/fees to agents concern relevant supplies or services and are in reasonable proportion to the value of the supply/service.

Non-bribery

Is the undersigned listed on a publicly available "debarment list" of one or more of the following international financial Institutions?

World Bank Group, African Development Bank,
Asian Development Bank, European Bank for Reconstruction and
Development or Inter-American Development Bank, Yes No

Is the undersigned or any person acting on behalf of the undersigned, upon the instructions of the undersigned or with the knowledge of the undersigned under charge in a national court or, within the last five years, convicted in a national court for violation of laws against bribery of foreign public officials or private persons, in any country? Yes No



Denmark has ratified the OECD convention on combating bribery of foreign public officials in international business transactions (The OECD Anti- Bribery Convention). In accordance with the OECD Anti-Bribery Convention, EKF Denmark's Export Credit Agency ("EKF") is obliged to obtain a declaration stating that bribery has not been and will not be taking place. In addition to this, the regulations in the Danish Criminal Code section 122 regarding bribery of public officials and section 299, subsection 2 on bribery of private employees, are also applicable.

According to section 122 of the Danish Criminal Code: "Anyone who unduly grants, promises or offers someone exercising a Danish, foreign or international public office or function a gift or other privilege in order to induce the person to do or fail to do anything in relation to his official duties shall be liable to a fine or imprisonment with a term up to six years."

Section 299, subsection 2 of The Danish Criminal Code regarding bribery of private persons (kick-backs) stipulates that: "Anyone acting in the 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 favour shall be liable to a fine or to imprisonment with a term up to four years."

Control systems

EKF encourages all business partners to develop, apply and document all control systems that combat bribery.

Policy of transparency

The policy of transparency for EKF Denmark's Export Credit Agency ("EKF") establishes the framework for EKF's disclosure of information regarding the transactions where EKF is involved. The policy of transparency reflects EKF's wish to constantly maintain openness and transparency regarding our business. The policy of transparency of EKF shows due respect for our business partners' need to uphold confidentiality regarding the transaction.

Notwithstanding the type of transaction, disclosure of information will take place 60 days after the issue of an EKF guarantee or loan, at the earliest.

It is a condition for EKF's guarantee or loan that the parties involved accepts that EKF discloses the information mentioned below.

Information will be disclosed, among others, on EKF's website and in EKF's reports and publications. EKF reserves the right to disclose other materials related to the transaction provided that the information is already publicly available.

EKF publishes the following information, depending on its relevance to the individual transaction:

- › name of the Danish company
- › project description
- › EKF product type
- › name and nationality of buyer/borrower
- › name of lending bank
- › name of borrower / guarantor
- › environmental category of the transaction
- › date of issue
- › credit period and
- › EKF start liability for the transaction

The information will be disclosed with reference to specific transactions or in the shape of accumulated figures covering EKF's entire business. Further information regarding EKF's policy of transparency can be found on www.ekf.dk.

For transactions classified as A-projects EKF also discloses a short project description and the ESIA (Environmental and Social Impact Assessment) for the project a minimum of 30 days prior to the issuance of the EKF guarantee or loan.

EKF also reserves the right to disclose the following documents:

- › ESMP (Environmental and Social Management Plan),
- › ESAP (Environmental and Social Action Plan) and
- › any progress reports for the specific transaction if applicable.

With reference hereto the undersigned hereby declares,

- › that the undersigned gives permission that EKF can disclose the above-mentioned information regarding the specific transaction and
- › that neither the undersigned, nor any persons acting on behalf of the undersigned, upon the instructions of the undersigned or with the knowledge of the undersigned, have engaged in or will engage in bribery in connection with the above-mentioned transaction guaranteed by EKF or any associated agreements.
- › that the undersigned, in case this declaration is signed as a Guarantee Holder, forfeits the right to compensation in connection with the guarantee issued by EKF, and that the Guarantee Holder will repay any compensation received, including interest, from the date of payment, if the Guarantee Holder or any persons acting on behalf of the Guarantee Holder, upon the instructions of the Guarantee Holder or with the knowledge of the Guarantee Holder, have engaged in or engage in bribery in connection with the above-mentioned transaction guaranteed by EKF or any associated agreements.
- › that the undersigned, in case this declaration is signed as an Investor or Exporter, will repay EKF any compensation received or later owing to the Guarantee Holder, including interest, from the date of payment, in case the Investor or Exporter or any persons acting on behalf of the Investor or Exporter, upon their instructions or with their knowledge, have engaged in or engage in bribery in connection with the above-mentioned transaction guaranteed by EKF or any associated agreements.
- › that the undersigned will indemnify EKF for all losses, including legal costs incurred, should the undersigned or any persons acting on behalf of the undersigned, upon the instructions of the undersigned or with the knowledge of the undersigned have engaged in or engage in bribery in connection with the above-mentioned transaction guaranteed by EKF or any associated agreements and
- › that this declaration is subject to Danish law and to settlement in a Danish court of law.

It is a condition for the commencement of a guarantee that the Buyer/Borrower submits a duly signed Declaration of transparency to EKF. In case the Investor or Exporter is not a Guarantee Holder, it is a further condition for the commencement of a guarantee that the Investor and Exporter duly sign the EKF-Declaration on non-bribery and transparency. This, however, does not apply to L/C guarantees with credit periods up to 12 months. When issuing a SME guarantee under DKK 5 mill a Declaration of transparency should not be signed by the Buyer/Borrower because the Buyer's/Borrower's name is not made public in those transactions.

Signature as per signing powers/authority:

Place/date

Signature and name in capital letters