



Application for export credit guarantee – financial institutions

General information

1. Applicant

Name:
Address:
Postal code:
Town:
Country:
Tel.:
Fax:
E-mail:
S.W.I.F.T. code:

2. Exporter

Name:
Address:
Postal code:
Town:
Country:
Tel.:
Fax:
E-mail:

3. This application concerns (mark one cross in each row):

- | | |
|--|---|
| <input type="checkbox"/> Conditional offer | <input type="checkbox"/> Guarantee |
| <input type="checkbox"/> Commercial risk | <input type="checkbox"/> Political risk |

Credit reports and annual accounts of the buyer must be attached to this application if you require cover of commercial risk on a private buyer.

4. The transaction

Value of order and currency:

Terms of payment:

Date of commercial contract (expected date, if applicable):

Description of the delivery/project:

Description of major sub-supplies:

Local costs in the contract:



5. Danish economic interest in the transaction:

6. The buyer

Name:

Address:

Postal code:

Town:

Country:

Tel.:

Fax:

E-mail:

Exporter's experience of the buyer:

Buyer's legal status and ownership:

7. The environmental and social impacts of the delivery/the project

Describe the delivery's/the project's positive impact on the environment:

Describe the delivery's/the project's negative impact on the environment:

Is the project/the plant located in an area involving sensitive nature/culture?

Has an environmental report been prepared for the project?



8. Time schedule

Processing [From-To]:
 Date of shipment(s) [From-To]:
 Installation/Assembly [From-To]:

Commissioning:

9. Payments to exporter (disbursement during credit contract)

Sequence of payments (disbursement during credit contract):

Recourse against the exporter for excess: Yes No

10. Buyer credit

| Borrower | Guarantor, if applicable |
|------------------|--------------------------|
| Name: | Name: |
| Address: | Address: |
| Postal code: | Postal code: |
| Town: | Town: |
| Country: | Country: |
| Tel.: | Tel.: |
| Fax: | Fax: |
| E-mail: | E-mail: |
| S.W.I.F.T. code: | |

11. Loan agreement

Date (expected date) of loan contract:
 Credit value:
 Financing costs, if applicable:
 Should the EKF premium also be financed by the loan?
 Disbursement periode:
 Credit period:
 No. of installments pr. year:
 Interest rate:



Credit period starts from date of:

- Delivery
- Mean delivery
- Commissioning
- Other

Start date/expected start date for the credit period:

Specific information:

12. 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 in any country?

Yes No

Denmark has ratified the OECD Convention to combat bribery of foreign public officials in international business transactions (the OECD Convention on Combating Bribery). § 122 of the Danish Criminal Code states that: “it is an offence for a person to unlawfully provide, promise or offer gifts or other benefits to any person serving the danish, foregin or international public or business sector, in order to influence the person concerned in the exercise of their duties, whether it be a question of addition to or omission from these duties. The penalty for this offence is either a fine or imprisonment for up to 3 years.”

Like other export credit agencies within the OECD, EKF is subject to an obligation to obtain a declaration that illegal bribery has not and will not be engaged in as a contravention of the OECD Convention on Combating Bribery and § 122 of the Danish Criminal Code.

Control systems

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



13. Openness policy

EKF's openness policy establishes the framework for EKF's disclosure of information regarding the transactions guaranteed by EKF. The openness policy reflects EKF's wish to constantly maintain openness and transparency regarding our business. The openness policy of EKF shows due respect for our business partners' need to uphold confidentiality regarding the transaction.

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

It is a condition for EKF's guarantee that the parties involved accept 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 transactions provided that the information is already publicly available.

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

- › name of the Danish company
- › industry / project type
- › EKF product type
- › name of buyer
- › nationality of buyer
- › name of lending bank
- › name of borrowing bank / guarantor
- › environmental category of the transaction
- › date of issue of guarantee
- › credit period of guarantee
- › EKF start liability for the transaction and
- › use of the Export Lending Scheme if applicable.

The above-mentioned 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 openness policy can be found on www.ekf.dk.

With reference hereto the undersigned hereby declares,

- › that the undersigned understands and accepts that EKF discloses the above-mentioned information regarding the transaction guaranteed by EKF, provided always that the parties involved, including but not limited to the Buyer, duly sign and deliver the EKF-Declaration on non-bribery and openness or the Declaration on openness to EKF, thereby allowing EKF to disclose the same information.
- › 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 forfeits the right to compensation in connection with the guarantee issued by EKF, and that the undersigned will repay any compensation received, including interest, from the date of payment, if 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.
- › 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 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 issue of a guarantee that the Buyer submits a duly signed Declaration on openness to EKF. In case the Investor or Exporter is not a Guarantee Holder, it is a further condition for issue of a guarantee that the Investor and Exporter duly sign the EKF-Declaration on non-bribery and openness. This, however, does not apply to L/C guarantees with credit periods up to 12 months. When issuing a SME guarantee under DKK 5 million, a Declaration on openness should not be signed by the Buyer because the Buyer's name is not made public in those transactions.

Signature of authorised signatory:

Place/date

Signature and name in capital letters

Contact person:

Tel.:

Fax:

E-mail: