

Application for letter of credit guarantee

Specify length of credit period as per letter of credit Max 12 months credit Over 12 months credit Supplementary form from the exporter shall be enclosed if the credit period exceeds 12 months.
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EKN's ref no

Before filling in application – see separate instructions *

1. Applicant *	Name		
	Postal Address		
2. Applicant's reference			
3. Exporter * (beneficiary)	Name		
	Postal Address		
4. Issuing bank	Name		
	Postal Address	Country	
5. Buyer	Name		
	Postal Address	Country	
6. Confirmed amount and currency *	a) Currency	b) Amount	
	a) Currency	b) Amount	c) Confirming bank's share in per cent of confirmed amount
7. Amount required to be guaranteed by EKN *	a) Currency	b) Amount	c) Confirming bank's share in per cent of confirmed amount
8. Terms of payment as per letter of credit *			
9. Delivery made from			
10. Final destination			
11. Applicant's letter of credit assignment *	Confirm letter of credit		Guarantee letter of credit

1.09e / 2024-04-23

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

12. Date of issue				
13. Date of confirmation				
14. Last date for presentation of document				
15. Has previous disposition been made under letter of credit?*	Yes, fill in item 15 as well. No			
16. Information on payment history of applicant/ issuing bank *	Specify previous dispositions and payment dates under letter of credit			
	Date for presentation of document	Due date	Payment date	Amount
17. Payable in/negotiable in				
18. Binding advance commitment	Required Not required	Date of commitment: Commitment valid to:		
19. Export product *				
20. Premium offered by applicant				
21. Guarantee commitment required to be issued in conjunction with decision on offer				
22. Debarment list *	Is the applicant, any group company involved ¹ or anyone else acting on behalf of the applicant included on the World Bank's debarment list? If yes, provide information under item 24. (A link to the list may be found at www.ekn.se) Yes No			
23. Under charge/convicted or notice served of a suspicion of crime *	Has the applicant, any group company involved or anyone else acting on behalf of the applicant within a five-year period preceding the application, 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 similar criminal act? And/or Is the applicant under charge, under formal investigation by a public prosecutor, or has been served with notice of suspicion of bribery or similar criminal act, or has the applicant knowledge of anyone else, natural or legal person acting on behalf of the applicant, under charge, under formal investigation by a public prosecutor, or having been served with notice of suspicion of bribery or similar criminal act? Yes, specify in item 24 No			

¹ See definition of group company involved under item 22 in the Special instructions.

24. Special information

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An application shall be submitted to EKN for each letter of credit/binding advance commitment.

The OECD has adopted a recommendation to combat bribery.. Accordingly, and as provided by Swedish law on bribery etc. in both the public and private sector EKN requests that the applicant make the following declaration.

We hereby declare that

- (i) we understand the importance of the development, application and documentation of an appropriate management control system to combat bribery,
- (ii) neither we, nor any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit in conjunction with the export transaction specified in the application,
- (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 application relates, is, or will be, for legitimate services only.
- (iii)) we are aware of the fact that EKN's responsibility for the guarantee may lapse, and that already received amounts of compensation - including interest thereon from the date of disbursement of such compensation - shall be repaid to EKN, if we, any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit; and
- (iv) 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.

We confirm that we have studied EKN's general conditions for letter of credit guarantees (14 March 2014.)

Company name	Contact persons (preferably 2 names)
Signature	Telephone number
	E-mail
	Date

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 affairs or operations if it may be assumed that the individual party will incur damage if EKN discloses an item of information.

Special instructions for completing the application

Statements in this application relating to confirmed letters of credit also apply to guaranteed letters of credit.

Concerning credit periods exceeding six months, EKN shall examine whether the export product can be granted this credit period. Information on the export product shall in this case be submitted under item 19.

Item 1

The applicant shall be the confirming bank.

Item 3

One prerequisite for EKN's participation is that the transaction promotes a Swedish interest. This normally involves the export of Swedish products. It could also involve a transaction that indirectly leads to Swedish exports.

Item 6 a, b

The full amount the confirmation refers to is specified here. Where appropriate refinancing agreements shall be included in the letter of credit.

Item 7 a, b

A maximum of 50% of the confirmed amount is specified here.

Item 7 c

Regardless of what is specified at the time of the application, the confirming bank's minimum share shall always be 25% of the confirmed amount.

Item 8

For credit periods of 24 months and longer, the OECD rules shall be applied. This means a minimum down payment portion of 15%, and repayment of the credit portion in equal instalments with equal intervals of no longer than 6 months. The first repayment shall be made no later than 6 months after the starting point of credit.

Item 11

The confirmed letter of credit shall be initiated by the issuing bank. The guaranteed letter of credit shall refer to a separate payment guarantee, referred to as a unilateral or silent confirmation, issued by the applicant.

Item 15, 16

EKN may in the case of a new application, following a customary risk assessment, permit a transfer of an existing commitment to an amount corresponding to a maximum of 50% of the new application.

Item 19

Information on the export product shall be specified when the credit period exceeds six months.

Item 22

The question on debarment concerns not only the applicant, but also anyone acting on behalf of the applicant and any group company involved. This means enterprises belonging to the same group as the applicant that have been involved in the issuance of the Letter of Credit or otherwise participated in negotiations around the issuance of the Letter of Credit.

Item 23

Note that, with regard to under charge or conviction, not only the applicant as a legal person is covered by this question; it also concerns the applicant's employees, employees of any group company involved or anyone else acting on behalf of the applicant. The question on knowledge if any of notice of suspicion of criminal act refers to any other natural or legal person than the applicant in its capacity as a legal person.

It is important that information in the application is correct. Incorrect or misleading information may in certain cases invalidate EKN's guarantee. Refer to EKN's general conditions for letter of credit guarantees in chapter 3 for more detailed information.