

PROCESS TO BECOME A CONFIRMED LENDER

Under EKN's Buyer Credit Guarantee

Terms defined in the general terms and conditions for buyer credit guarantees dated 20 June 2023 (the “**General Conditions**”) shall have the same meaning when used herein.

A Lender may become a Confirmed Lender by giving a Lender's Confirmation to EKN, which Lender's Confirmation EKN has acknowledged receipt of (Clause 16.5.1 of the General Conditions).

The form “Lender's Confirmation” is provided in the attached [appendix 1](#). Please note that the form also includes declarations in respect of fraud and corruption etc. Enter all the required information into the form and have it executed in wet ink by duly authorised representative(s). Send the original to EKN, together with the original of a legal opinion/certificate (to the extent required as per the below). Please also send an email with a copy of the Lender's Confirmation, together with a copy of the legal opinion/certificate to the EKN agent.

In case the Lender executing the Lender's Confirmation has an account in EKN Online and such confirmation has been executed by representatives duly authorised as per EKN Online, no legal opinion/certificate is required. Please note that a “restricted user” does not have authority to participate in the execution of a Lender's Confirmation.

Should the prerequisites set out nearest above not be at hand, there are two alternatives regarding legal opinion/certificate in relation to non-Swedish legal persons:

Alternative 1

Legal opinion (i) addressed to EKN and executed by a reputable external legal counsel on the Lender's behalf (at the cost of the Lender) or (ii) executed internally by the Lender's general counsel/company secretary, see attached [appendix 2](#) (EKN draft Legal opinion - Lender's Confirmation).

Alternative 2

Where the Lender is domiciled in EU, EES, the US or UK, a certificate may replace a legal opinion. The draft certificate shall be executed by a senior legal counsel of the Lender, supplemented with a relevant signature list/similar document (in English or authorised translation thereof into English), see attached [appendix 3](#) (EKN draft Certificate – Lender's Confirmation EU/EES/US/UK)

Further to alternative 1 and 2 above, please note that EKN reserves the right to require a Lender to provide EKN with a legal opinion executed by a reputable external legal counsel.

If you would rather use your own organization's graphic profile, it is permitted to copy the text from Appendix 2 and 3 into Word and use instead. Appendix 1 may not be changed.

LENDER'S CONFIRMATION

Under EKN's Buyer Credit Guarantee

From:

(the "**Confirmed Lender**")

To:

The Swedish Export Credit Agency ("**EKN**")

through

(the "**EKN Agent**" or the "**Guarantee Holder**")

Date:

EKN reference number of the Application for Guarantee:

We refer to the Application for Guarantee with the above reference number, submitted to EKN in relation to the subsequent Guarantee Agreement entered or to be entered into (as the case may be) between EKN and the Guarantee Holder.

Unless otherwise defined or set out herein, terms defined in the general terms and conditions for buyer credit guarantees dated 20 June 2023 (the "**General Conditions**") shall have the same meaning when used in this letter.

We confirm that the EKN Agent has been or will be (as the case may be) appointed to act as our agent under and in connection with the Guarantee Agreement and the Finance Documents.

We further confirm:

- (a) that we are or will be (as the case may be) a Lender to _____ per cent of the amount (including accrued interest thereon) outstanding or which may become outstanding under the Credit Agreement (the "**Relevant Portion**");
- (b) that when the Guarantee Holder, in its capacity as EKN Agent, is acting on behalf of the Lenders under or in relation to the Guarantee Agreement, we shall be jointly and severally liable with the EKN Agent for the Guarantee Holder's obligations under the Guarantee Agreement in relation to the Relevant Portion of the Covered Amounts;
and
- (c) that EKN's rights under the Guarantee Agreement are exercisable directly against us in relation to the Relevant Portion of the Covered Amounts,

provided, however, that our obligations towards EKN set out above shall only take effect as from the date when we have become a Lender to the Relevant Portion.

Declarations in respect of fraud and corruption etc.

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 Confirmed Lender make the following declarations.

We, any of our Involved Affiliates or any of our Related Parties, are included on the World Bank's debarment list.

Yes No

If yes, please specify who and why

We, any of our Involved Affiliates or any of our Related Parties, have been charged by a court or are, 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.

Yes No

If yes, please describe the charge, investigation or notice of suspicion and to which party it is applicable

We, any of our Involved Affiliates or any of our Related Parties have, within a five-year period preceding the date of the Application for Guarantee, been (i) convicted in any court for bribery or a similar criminal act, (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 a similar criminal act.

Yes No

If yes, please describe which party has been convicted and for what

Other than as described in the above declarations, 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 Application for Guarantee relates.

We declare:

- (a) that we acknowledge the importance of our development, application and documentation of the appropriate management control systems that combat bribery.
- (b) that neither we, nor any of our Involved Affiliates or any of our Related Parties, has been engaged or will engage in bribery in relation to the transactions to which the Application for Guarantee relates.
- (c) 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 Application for Guarantee relates, are, or will be, for legitimate services only.

Our contact details for notification purposes in connection with the Guarantee Agreement (entered or to be entered into between EKN and the Guarantee Holder, as the case may be) are:

Address:

Attention:

E-mail:

We have read and are familiar with the General Conditions and we acknowledge that our relationship with EKN with respect to the Finance Documents and the Guarantee is governed by and subject to the terms of the Guarantee Agreement (including the General Conditions).

(Name of Confirmed Lender)

.....
Signature of authorised representative

.....
Signature of authorised representative

.....
Name (in block capitals)

.....
Name (in block capitals)

To:
The Swedish Export Credit Agency
Kungsgatan 36, P.O. Box 3064
SE-103 61 Stockholm

LEGAL OPINION

In my capacity as _____, I have been asked to provide this legal opinion to the Swedish Export Credit Agency (“EKN”).

I am aware that _____ (the “Bank”), has completed and executed a Lender’s Confirmation (Form 30 June 2023), dated _____ (the “Document”) related to EKN’s Buyer Credit Guarantee provided, or to be provided, by EKN, and I am aware of the contents of such Document.

I hereby give the following opinions:

- a) The Bank is duly incorporated and validly existing under the laws of _____ and has full power and authority to execute, deliver and perform its obligations under the Document;
- b) The Document has been duly authorised, executed and delivered by the Bank; and
- c) _____ authority to act on behalf of the Bank to agree to the relevant obligations contained in the Document on behalf of the Bank.

Date:

.....
Signature

.....
Name (in block capitals)

Title

To:
The Swedish Export Credit Agency
Kungsgatan 36, P.O. Box 3064
SE-103 61 Stockholm

CERTIFICATE

I am _____ at _____ (the “**Bank**”) and in this capacity I am familiar with the Bank’s internal procedures.

I am aware that the Bank has completed and executed a Lender’s Confirmation (Form 30 June 2023), dated _____ (the “**Document**”) related to EKN’s Buyer Credit Guarantee provided, or to be provided, by the Swedish Export Credit Agency (“**EKN**”), and I am aware of the contents of such Document.

At the request of EKN and in order to verify to EKN that the Document has been duly entered into by the Bank, I am pleased to make the following confirmations:

- (a) The Bank is duly organised and validly existing under the laws of _____, and has full power and authority to execute, deliver and perform its obligations under the Document.
- (b) The Document has been duly authorised, executed and delivered by the Bank.
- (c) The list of authorised signatories for the Bank attached hereto is valid and up-to-date on the date hereof.

Date:

.....
Signature

.....
Name (in block capitals)

Title