

## Supplementary form to application for Green Credit Guarantee (to be completed by the borrower)

This supplementary form should be completed and signed by authorised representatives of the borrower in connection with Application for Green Credit Guarantee to which this forms an appendix.

Date:

<b>1. Borrower</b>	Company name and registration number
	Postal address
	Share of exports of total turnover (%)
<b>2. Purpose of credit</b>	<p>Investment in machinery and/or other equipment. Please specify:</p> <p>General working capital financing needs</p> <p>Financing of a specific export transaction</p> <p>Other, please specify:</p>
<b>3. Goods/service *)</b>	Describe the type of goods that is manufactured or service that is provided, as well as line of business:
<b>4. Impact on climate change</b>	<p>a) Contribution to climate change mitigation *)</p> <p>Describe how the business operations or the investment, for which the credit is supplied, is expected to contribute to climate change mitigation:</p>
	<p>b) Classification according to the EU Taxonomy *)</p> <p>Describe how the business operations or the investment relate to the EU Taxonomy (the section concerning climate change mitigation):</p>
	<p>c) Impact on other environmental objectives *)</p> <p>Is there any risk that the business operations or investment have a negative impact on other environmental objectives? Please describe below:</p>

<b>4. Impact on climate change</b> (cont. from previous page)	d) <i>Impact on other environmental objectives in accordance with the Do No Significant Harm criteria *</i> <b>(To be completed for credit amounts exceeding 50 MSEK)</b>  Describe whether there is any risk that the business operations or the investment could harm other environmental objectives in accordance with the Do No Significant Harm criteria of the EU Taxonomy	
	e) <i>Environment and Social Impact Assessment</i> Has any Environment and Social Impact Assessment (ESIA) for the business operations or the investment been completed?  Yes          No  If yes, please attach the ESIA to this form.	
<b>5. Export transaction *</b>  (To be completed if the credit directly concerns a particular export transaction)	a) Contract amount	b) Currency
	c) Buyer	d) Country
	e) Terms of payment	
	f) Estimated date of delivery	
<b>6. Subcontractor</b>  (To be completed if the borrower is a subcontractor to an exporting company)	a) Name of exporting company/ies	b) Share of exports of total annual turnover
	c) Share of the borrower's turnover consisting of sales to exporting company/ies	
<b>7. Debarment *</b>	Is the borrower, related group company or someone else acting on behalf of the borrower included in the World Bank List of Ineligible Firms or Individuals? If yes, please specify under point 10. (The web link to the list can be found at <a href="http://www.ekn.se">www.ekn.se</a> ).  Yes          No	

<p><b>8. Agent or other representative *)</b></p> <p>(To be completed if the application concerns a credit directly related to a specific export transaction)</p>	<p>Has an agent, or other representative, been hired, or will one be hired, in conjunction with the export transaction?</p> <p>Yes          No</p> <hr/> <p>Name and business registration number</p> <hr/> <p>Postal address (country should be included if not Sweden)</p> <hr/> <p>Fee, stipulate amount:</p> <hr/> <p>What kind of undertaking does the fee intend to cover?</p> <hr/>
<p><b>9. Under charge/convicted or notice served of a suspicion of crime *)</b></p>	<p>Has the borrower, any group company involved or anyone else acting on behalf of the borrower, within a five-year period preceding the completion of this supplementary form, 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-prosecutions 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?</p> <p>and/or</p> <p>Is the borrower 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 borrower knowledge of anyone else, natural or legal person acting on behalf of the borrower, under charge, under formal investigation by a public prosecutor, or having been served with notice of suspicion of bribery or similar criminal act?</p> <p>Yes, please specify under paragraph 10          No</p>
<p><b>10. Specific information and additions to previous items</b></p>	

We hereby confirm that the information supplied in this supplementary form is correct. In case it would occur at a later point in time that either 1) the information about the purpose of the credit, export transaction etc. was incorrect or misleading, 2) we have realised or should have realised that the information about the expected contribution to climate change mitigation, impact on other environmental objectives and information about classification of the business operation or the investment was incorrect or misleading, or 3) we, without the written consent of EKN, have taken such actions that the purpose of the credit and the content of the export transaction, if any, have changed in relation to what has been stated above, we) hereby undertake to, should we be requested to do so, repay EKN any amount corresponding to what EKN may have been obliged to pay to the Lender under the EKN guarantee. The same applies should we, - in case the Lender has wholly or partially transferred the excess risk under the EKN guarantee to us, - in our turn should transfer this risk to another party without the written consent of EKN.

We undertake not to, without the written consent of EKN, take such actions that the purpose of the credit is altered in relation to what has been stipulated in this supplementary form.

Furthermore, we undertake, upon request, to make available our records and other documents relating to the guaranteed credit to EKN or an external advisor of EKN, and to disclose financial statements and other documents, which relate to the guaranteed credit and the export transaction, as well as provide all such information that has been made available to us or which we may be able to obtain and which can be of importance to EKN.

\*) See further instructions on page 5

This supplementary form is subject to Swedish law.

Disputes relating to this supplementary form shall be determined by arbitrators in accordance with Swedish Law on Arbitration in force at the time when the dispute arises.

The arbitration proceedings shall take place in Stockholm. The Swedish language shall be used in the arbitration proceedings and the arbitration award is to be written in Swedish.

Should the borrower wish to refer a decision taken by EKN to arbitration, he shall make such reference within twelve months of receipt of the decision. He shall forfeit his right of action in the event of failure to do so.

In the event that the arbitrators arrive at different conclusions with regard to value, the mean value shall apply.

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

We hereby declare that

we understand the importance of the development, application and documentation of an appropriate control system to combat corruption,

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 supplementary form,

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 supplementary form relates, is, or will be, for legitimate services only.

we, upon request from EKN, immediately will compensate EKN for payments EKN has made to the guarantee holder, including interest from the time of each payment, if we, any group company involved or anyone else acting on our behalf, have given, or will give any bribe or other improper benefit in connection with the export transaction specified in the supplementary form, and

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 in the cases stated here, among others, is a criminal offence under Swedish law; see Chapter 10, sections 5a – 5e of the Penal Code.

Company name of the borrower	Contact persons (preferably two names)
Signature and name of authorised signatory	Phone numbers and e-mail addresses

### 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 or operations if it may be assumed that the individual party will incur damage if EKN discloses an item of information. Certain information concerning third parties is subject to absolute confidentiality.

## Instructions for completion of the supplementary form

### Item 3 *Goods/services*

Please provide a short description of the goods/service and their field of application. Please also state within which line of business the goods/service is supposed to be used primarily.

### Item 4 *Climate change*

#### a) *Contribution to climate change mitigation*

Please stipulate whether the impact is direct or indirect, whether it occurs in the short or long term and whether it is expected to occur in Sweden or abroad.

#### b) *Classification in accordance with the EU Taxonomy*

EKN applies the criteria included in the [EU Taxonomy](#) (the latest Delegated Act)<sup>1</sup> and the part that concerns climate change mitigation. It should be clear from the form that the business operations or investment forms part of an activity which is classified as green in accordance with the Taxonomy, within which sector the climate change mitigation impact is expected to occur as well as which criteria within that particular sector that are fulfilled (please see the EU Taxonomy Compass).

#### c) *Impact on other environmental objectives*

"Other environmental objectives" imply for example protection and restoration of biodiversity, the transition to a circular economy, pollution prevention and control as well as protection of water and marine resources.

#### d) *Impact on other environmental objectives in accordance with the Do No Significant Harm criteria*

Please describe if there is any risk that the business operations or investment could harm other environmental objectives in accordance with the Do No Significant Harm criteria of the EU Taxonomy. If the credit exceeds 50 MSEK the Do No Significant Harm criteria should be analysed and described in accordance with the requirements of the EU Taxonomy (please refer to the [EU Taxonomy Compass](#)).

### Item 5 *The export transaction*

- a) Contract amount: Please stipulate the contract amount in accordance with the sales contract or the expected sales contract.
- b) Currency: Currency – or currencies if applicable – in which the payment is supposed to be made. Please use conventional abbreviations (SEK, USD, EUR etc.). In case of investment in capital goods or other investments, state the investment amount.
- c) Buyer: the buyer is the party liable for payment in accordance with the sales contract. Country means the country where the buyer is domiciled. If the credit concerns an investment, only state the country.
- e) Terms of payment: Please state at what point in time and against presentation of which documents that the payment is supposed to be made; for instance on a specific date or a certain number of days after conclusion of the sales contract, at delivery (partial delivery or final delivery) or on average date of delivery, at completion of construction etc.

### Item 7 *Debarment*

The question on debarment concerns not only the borrower, but also anyone acting on behalf of the borrower and any group company involved. This means enterprises within the same group of companies as the borrower that have been involved in the contract negotiations or otherwise been involved in the negotiations with the buyer in the export transaction.

### Item 8 *Agent or other representative*

Agent or other representative means anyone acting on behalf of the borrower or of any of the borrower's involved group companies (subsidiary, parent company or another subsidiary to the borrower's parent company involved in the export transaction or the investment). This includes, for example, agents, consultants, advisors, lobbyists, independent distributors, independent retailers and independent "dealers", irrespective of what they are called.

### Item 9 *Indictment/verdict or served suspicion*

Note that, with regard to being under charge or conviction, this item does not only relate to the borrower in its capacity as a legal person; it also relates to the borrower's employees, employees of any group company involved or anyone else acting on behalf of the borrower.

The question on knowledge if any of notice of suspicion of criminal act refers to any other natural or legal person than the exporter in its capacity as a legal person.

<sup>1</sup> Also <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32020R0852>