

Application for Guarantee for Unfair Calling

Date of application:

EKN's reference number:

For instructions, see page 8.

1. Applicant	Name and organization number, if any	
	Postal address (state country if not Sweden)	
2. Beneficiary	Name	
	Local organization no/registration No	DUNS-No
	Postal address	Visiting address, if different from postal address
	Place	Country
	Further information about the buyer	
EKN will order a credit report on the beneficiary. Please enter the full information about the beneficiary. EKN requires financial information for the beneficiary. Note that EKN may require further information.		

101.3e / 04.06.2025

Exportkreditnämnden / The Swedish Export Credit Agency

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Sweden

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15 65 37-3

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330-1181

3. The application refers to the following security, in respect of the amount and validity period:

	Currency and amount	Period of time, from and including up to and including
Bid Bond		–
Advance Payment Bond		–
Progress Payment Bond		–
Retention Payment Bond		–
Performance Bond		–

4. Institute issuing the Security:

EKN will order a credit report on the guarantor. Please enter the full information about the guarantor. EKN requires financial information for the guarantor. Note that EKN may require further information.

5. Does the issuing of security include an obligation to, upon demand from the beneficiary, immediately and unconditionally pay the amount covered by the Security (unconditional guarantee/on demand bond)?

Yes No

If the answer is no, state the specific conditions which will be applicable for the beneficiary's right to utilize the security in item 24.

6. Will the beneficiary be able to, under certain circumstances, demand extension of the validity period of the security that is provided as stated in item 3?

Yes No

If the answer is yes, state the specific conditions that are intended to be applied in this respect in item 24.

7. Is the contract guarantee being issued in accordance with any of the ICC's rules?

No Yes. If so, which?

Information on the export transaction etc.**(Not applicable/mandatory if application for export credit guarantee is submitted at the same time as this application)**

8. Goods, services	a) Goods, services		
	See item 24		
9. Responsibility for assembly / supervision / starting up. Terms of delivery.	a) Responsibility for assembly/supervision/starting up No Yes, state which:		b) Terms of delivery
10. Contract amount etc. in the contract currency	a) Contract amount excl. price escalation, if any 1) 2)	b) local costs included in a) 1) 2)	
	c) Amount of price escalation 1) 2)	d) local costs included in c) 1) 2)	
11. Terms of payment according to the export agreement	See item 24		
12. Date / period for unconditional export agreement, shipment, performance of contract works- or consulting works etc.	Date or period Expected date for unconditional export agreement The export is expected to take place in one shipment during the period The export is expected to take place successively during the period early evenly late Assembly or supervision is expected to take place during the period The facility (or equivalent) is expected to be ready for starting up Contract works / consulting works are expected to take place during the period		
13. Origin of goods / services being part of the export transaction etc.	a) Used goods No Yes. Wholly or in part. Specify in item 24.		
	b) Goods/services being part of the export transaction are produced by: ourselves companies stated below ourselves and companies stated below Country Company (producer) Purchase price in SEK		
	c) Goods/services not produced by us are bought as firm purchase, i.e. we are liable to pay subcontractor whether export revenues are received or not not bought as firm purchase. Specify in item 24.		
14. Mutual ownership	Mutual ownership with the buyer/beneficiary directly or indirectly No Yes. Specify in item 24.		

15. Other information on the buyer	The buyer is a new customer a previous customer, since Experience concerning the buyer's way to fulfil his obligations:								
16. The exporter's outstanding claim for payment on the buyer / beneficiary	<table border="0"> <tr> <td>No outstanding claims</td><td colspan="2">Outstanding claims as stated below or enclosed</td></tr> <tr> <td>Invoice currency and amount</td><td>Due date (state for each claim)</td><td>Guarantee number of claim covered by EKN guarantee</td></tr> </table> Presumed cause for non-payment (state whether payment has been effected in local currency and, if so, when)	No outstanding claims	Outstanding claims as stated below or enclosed		Invoice currency and amount	Due date (state for each claim)	Guarantee number of claim covered by EKN guarantee		
No outstanding claims	Outstanding claims as stated below or enclosed								
Invoice currency and amount	Due date (state for each claim)	Guarantee number of claim covered by EKN guarantee							
17. End user *	a) Where will the goods and/or services be used? <table border="0"> <tr> <td>The buyer's business (go to item 17c)</td><td>Other business</td><td>Unknown end user (go to item 17d)</td></tr> </table> b) Is the end user a known company? If yes, supply information about the company/companies: Name: Organisation-/Registration-/DUNS-number: Address: Country: c) Is the end user a specific business or a project? If yes, supply information about the business/ project: Name: Description: Country: GPS-coordinates: Choose industry sector from list of value below or find list under Special instructions: Industry sector: The business phase: <table border="0"> <tr> <td>Existing operations</td> </tr> <tr> <td>Material expansion of existing operations</td> </tr> <tr> <td>New project</td> </tr> </table> d) Country/countries where the goods and/or services will be used (if not stated under item 17b and/or 17c): e) Describe how the goods and/or services will be used (if not stated under item 17c) f) Industry sector for the business where the goods/services will be used (if not stated under 17c). Choose industry sector from list of value or find list under Special instructions: Industry sector g) According to your assessment is there a risk for end use to fossil fuel-related operations (coal, oil, gas)? <table border="0"> <tr> <td>No</td> <td>Yes (Describe)</td> </tr> </table>	The buyer's business (go to item 17c)	Other business	Unknown end user (go to item 17d)	Existing operations	Material expansion of existing operations	New project	No	Yes (Describe)
The buyer's business (go to item 17c)	Other business	Unknown end user (go to item 17d)							
Existing operations									
Material expansion of existing operations									
New project									
No	Yes (Describe)								

18. Environmental matters *	a) The applicant has investigated the risk of serious environmental impact in the project or existing business operations where the goods/services are to be used: Yes No	
	If yes, please describe how the investigation was conducted:	If no, please describe why no investigation has been done: Low risk of serious environmental impact where the goods and/or services are to be used Other reason (Describe)
	b) The project or existing business operations where the goods and/or services will be used pose a serious risk to or has a serious impact on the environment: No Yes (Describe)	c) The activity where the goods and/or services will be used is conducted in or near environmentally sensitive areas: No Yes (Describe)
	d) There are relevant positive environmental impacts? No Yes (Describe)	
19. Social matters *	a) Applicant has investigated serious risks and impacts on human rights and working conditions in the project or existing business operations where the goods and/or services are to be used: Yes No	
	If yes, please describe how the investigation was conducted:	If no, please describe why no investigation has been done: Low risk of serious impacts on human rights and working conditions where the goods and/or services are to be used Other reason (Describe)
	b) The project or existing business operations where the goods and/or services will be used pose a serious risk to or has a serious impact on human rights and working conditions? No Yes (Describe)	
	c) There are relevant positive social impacts? No Yes (Describe)	
20. 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 23. (A link to the list may be found at www.ekn.se) Yes No	

¹ See definition of involved group company under item 20 in the Special instructions.

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 applicant make the following declaration.

We hereby declare that

- (i) we understand the importance of the development, application and documentation of an appropriate control system to combat corruption,
- (ii) neither we, nor any group company involved or anyone else acting on our behalf, have given, or 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.
- (iv) 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 give any bribe or other improper benefit as described above, also
- (v) 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 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 having studied the General Conditions for the Guarantee for Unfair Calling dated February 2006.

Company name	Contact persons (preferably two names)
Signature	Telephone number
	E-mail address

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.

In case of projects classified by EKN in environmental and social category A and exceeding 10 million SDR² (Special Drawing Rights) and with credit period exceeding two years; EKN will make the Environmental and Social Impact Assessment (ESIA), or a summary of it, available to the public for at least thirty days before issuing a guarantee. This procedure is in line with the OECD recommendation on common approaches on environmental and social due diligence for export credit agencies. EKN will also disclose the above information to anyone requesting it during the guarantee period.

When to submit an application

EKN must receive your application at the latest on the day when the security is provided. It is however recommended that the application is submitted well in advance of that date in order to allow time for processing of the application.

² Approx SEK 100 million.

Instructions

Item 2 *Beneficiary*

State the person for whose benefit the security has been issued (the beneficiary). If the beneficiary is other than the person liable for payment to the exporter, according to the export agreement, state the reason for this in item 24.

Item 3 *Currency and amount, periods of validity*

State the highest amount that the beneficiary may demand under the issued security. If the security is valid for different amounts during the period of time it is outstanding, e.g. due to gradual de-escalation at certain points of time, please specify how in item 24, amounts specified in the same currency as the issued security.

Item 8 *Goods, services*

In respect of machinery, means of transport, apparatuses, instruments and suchlike, state the number of each such goods. If such goods constitute a coherent item of equipment (a facility), this must be apparent from the goods' description; in such case the number of individual goods need not to be specifically stated. If the contract includes spare parts and tools, state their value expressed in the percentage of the contract amount.

Item 9 b *Terms of delivery*

State the terms of delivery by using the customary abbreviations (FOB, CIF etc.) and the place of delivery.

Item 10 *Contract amount etc.*

The contract currency refers to the currency – or in some cases currencies – of payment according to the export agreement. Customary abbreviations (SEK, USD etc.) should be used. If the export agreement is concluded by a consortium, in which one or more foreign companies are included, state only those amounts which correspond to the exporter's share in the consortium. State detailed information on the consortium in item 24.

- b), d) Local costs refer to the exporter's expenses for procuring such goods and/or services in the import country that are necessary for completion of the export agreement.
- c) Amount of price escalation refers to an amount calculated in accordance with a method stated in the export agreement for price adjustments due to future changes in the costs for material, wages, etc.

Item 11 *Terms of payment*

State when payment is to be made and which documents shall be presented for receiving the payment according to the export agreement, e.g. at a certain time after the conclusion of the contract, at shipment (partial shipment/final shipment) or at a delivery date.

Item 12 *Date/period for unconditional contract....etc.*

An unconditional export agreement is deemed to exist once the conditions stipulated for its coming into effect have been fulfilled. However, a condition stipulating the existence of an EKN guarantee may be disregarded in this context.

Item 13 *Origin of goods/services being part of the export transactions etc*

Note the following when filling in this item:

- Goods produced by "ourselves" are the goods produced by the applicant even if components of varying origin are used in the manufacturing process. Information on the origin of the components is not necessary.
- If, however, the export transaction, besides the applicant's own products, also contains manufactured goods from other companies (producers), Swedish or foreign, this shall be stated by stating the country, manufacturing company, and the purchase price of these goods. If many subcontractors are involved the main subcontractors only need to be stated. The same applies to exports of machinery of different kinds where the equipment from a subcontractor together with the exporter's own equipment form a complete facility.

Item 14 *Mutual ownership*

Mutual ownership between two companies is considered to exist in the following cases:

- the own company owns a financial interest in the other company's business or assets,
- both companies jointly own a financial interest in a third company's business or assets, or
- a third company owns a financial interest in both companies' business or assets.

If the financial interest consists of a shareholding of 20% or less of the share capital, no mutual ownership is considered to exist.

Item 17 *End user*

EKN's sustainability assessment focuses on the location-specific business activity, operation, or project where the goods and/or services is to be used, the so-called end use. The following questions aim to clarify the end use in the current transaction as far as possible.

- Select the **buyer's business** if the goods and/or services are to be used in an operation, a business or project that the buyer owns, e.g. in its own factory, infrastructure project, mine, or other facility. Also select the buyer's business if the buyer resells directly to consumers. Select **other business** e.g. when the buyer is a reseller or contractor to/in other business operation or project.
- Specific business** operation refers to e.g. a mine, a factory or a facility. **Project** refers to a commercial industrial or infrastructure undertaking.

Description of the Business/Project

Example 1: The goods will be used at mine X located in the Y province.

Example 2: The goods will be used at the Y factory located in the city Z.

Example 3: The goods will be used in the construction of the motorway between the city Z and the city ZZ.

Example 4: The goods will be used in the mining sector in the YY region.

The business phase

New Project: Projects refer to the construction of new physical infrastructure and facilities such as factories, roads, mines, railways, tunnels, bridges, electricity grids and water supply systems, as well as the restart of previously active facilities (e.g. a factory or a mine).

Material expansion of existing operations: Expansion refers to a material expansion, capacity increase or other change of existing infrastructure or facility which may result in an increased or changed impact on people and/or the environment during the construction and/or operation phase (e.g. expansion and/or significant capacity increase of a factory or mine).

Existing operations: If the end use is in a business that does not meet the criteria for projects or expansion, state existing business.

- The specific business where the goods and/or services will be used may be unknown, but please describe what you know such as:

- the goods will be used within the mining sector in country X;
- the services will be used in different businesses in region Y;
- the retailer will sell mostly to industry sector Z;
- the goods consist of spare parts or services to industry sector Z in country X.

f) Industry sectors

This is a list of the industries with high risks that EKN has identified. If you do not find the specific industry, select *Other industry*. Note that it is the end user's industry that is referred to. If, e.g., the buyer is active in transport, but mainly perform services for the mining industry, the sector *Mining and quarries* must be selected.

- Agriculture, animal husbandry, forestry
- Chemical industry
- Food and beverage processing
- Information and communications technology, surveillance
- Infrastructure and construction
- Manufacturing pulp and paper
- Military, coast guard
- Mining and quarries
- Oil and gas extraction, petrochemical industry
- Power generation, fossil energy (coal, oil, gas)

- Power generation, renewable energy (wind, sun, hydro, biofuels)
- Power transmission including substations
- Shipyards and shipbuilding
- Steel industry
- Textile industry
- Waste management
- Water treatment and water supply

EKN is very restrictive in issuing guarantees for fossil fuel operations. Read more in EKN's sustainability policy. The Appendix 1 clarifies EKN's approach to guarantees for applications which in different ways relate to fossil fuels and clarifies which sectors and businesses EKN does not issue guarantees for.

g) Answer yes if the buyer/end-user is operating in the coal, oil or gas sector.

Describe how there is a risk that the goods and/or services may be used in the fossil fuel sector, e.g. if the buyer is active in coal, oil or gas or if the buyer redistributes the goods and/or services to end users in these sectors.

Item 18 *Environmental matters*

These questions also include information about business operations connected to the new project and necessary for the project development. Examples of connected business operations: a new harbour built in connection with a new mining project; forest areas that supply a new pulp mill with raw material; new roads built to a new industrial project (these businesses are not necessarily connected geographically to the new project).

- a-b) Examples: Impact on climate, air, water, land, resource consumption, biodiversity, sensitive natural areas and the impact of environmental effects on people and communities.
- c) Sensitive natural areas include, for example, national parks and other protected areas according to national or international law and sensitive natural areas such as wetlands, areas with high biodiversity and / or endangered species. Sensitive natural areas also refer to historical / cultural monuments as well as important areas for indigenous peoples or other vulnerable groups.
- d) For example: exports of products that reduce the impact on the climate, contributions to the UN's sustainability goals (Agenda 2030).

Item 19 *Social matters*

- a) Examples: Risk of child labour, forced labour, discrimination, health and safety, as well as the right to freedom of association and collective bargaining, but also the companies' influence on health and safety in the local area, relocation, indigenous people, cultural areas and freedom on the Internet.
- b) Examples: Pose a serious risk to or has a serious impact on human rights with particularly grave effects (child labour, forced labour, trafficking in human beings, threats to life), widespread (large-scale migration or working conditions in a sector), cannot be restored (torture, loss of health, loss of indigenous people) or is related to the project site (conflict or post-conflict areas).
- c) Examples: exports of products that increase the number of jobs, contributions to the UN's sustainability goals (Agenda 2030) and freedom on the net.

Item 20 *Debarment list*

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 contract negotiations or have otherwise been involved in the negotiations with the buyer.

Item 21 *Agents*

The term agent means anyone acting on behalf of the applicant.

Item 22 *Cooperation with other contractors*

If the export contract is concluded by a consortium including one or more foreign enterprises, or if similar co-operation occurs with enterprises abroad, the form of the cooperation should be stated here, along with the names of the enterprises, their home countries and their stake in the transaction. If the applicant is a sub-contractor of an enterprise in a third country, detailed information about the main contractor and its contract with the end buyer should be provided here. See also the above instructions for Item 2.

Item 23 *Under charge/convicted or notice served of a suspicion of crime*

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.

Item 24 *Special information*

State for example foreign competitors, country and company (if known). Further, any information on the financing of the transaction, for example through the World Bank or other international bodies.

If the export agreement is concluded by a consortium in which one or more foreign companies are joined, or if a similar co-operation with companies abroad is established, state the form of co-operation, name and the home country of the companies involved and their share of the transaction. If the exporter is a subcontractor to a company in a third country, state detailed information on the main supplier and his contract with the final buyer.

Compare instructions to item 2 above.