

Declaration on anti-bribery and transparency

Information about the transaction <i>(reserved for EKF)</i>	
EKF reference number	
The undersigned is involved in the transaction with EKF as: <i>(reserved for EKF)</i>	
Guarantee Holder	
Exporter	
Other (please state)	

A. Information about the undersigned		
This declaration must be completed and signed by the following party:		
A1	Company name	
	Address	
	Country	
	Registration number	

1. Declaration of anti-bribery

Denmark has ratified the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the OECD Anti-Bribery Convention). Pursuant to the OECD Anti-Bribery Convention, EKF Denmark's Export Credit Agency ("EKF") is subject to an obligation to obtain a declaration that bribery has not been and will not be engaged in. In addition to this, EKF is subject to the current rules in section 122 of the Danish Criminal Code on bribery of public officials and section 299(2) on bribery of private individuals.

Section 122 of the Danish Criminal Code states that: "Any person who unduly grants, promises or offers some other person exercising a Danish, foreign or international public office or function a gift or other favour in order to induce that other person to do or fail to do anything in relation to that person's official duties shall be liable to a fine or imprisonment for a term up to six years."

It follows from section 299(2) of the Danish Criminal Code on bribery of private individuals (kickbacks) that: "Any person who in his capacity of trustee of any property of another person, by neglect of duty, for the benefit of himself or of others receives, claims or accepts the promise of a gift or other favour, as well as any person who grants, promises or offers such a gift or other favour shall be liable to a fine or imprisonment for a term up to four years."



B. Anti-bribery			
B1	Is the undersigned listed on a debarment list published by one or more of the following Multilateral Financial Institutions (MFIs)? <i>World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development or Inter-American Development Bank.</i>	Yes	No
B2	Is the undersigned or any person acting on its behalf, on its instruction, currently under charge in a national court and/or formally under investigation for violation of laws against bribery by public officials or private persons in any country?	Yes	No
B3	Has the undersigned company or any natural or legal person acting on its behalf or on its instruction within the last five years been convicted in a national court for violation of laws against bribery or been found as part of a publicly-available arbitral award to have engaged in bribery by any public official or private person in any country?	Yes	No
B4	Has the undersigned within the last five years entered into a DPA (deferred prosecution agreement) or NPA (non-prosecution agreement) for violation of laws against bribery?	Yes	No

C. Use of Agent(s) for the transaction:			
C1	Agents Will or has the undersigned use(d) an agent in connection with the transaction?	Yes	No
		– please complete C2-C5	

C2	Agent's name	
	Address	
	Country	
	Registration number	
C3	Agent's commission/fee	
C4	Country in which commission/fee was or will be paid:	
C5	Description of the agent's assignment/task:	



Control systems

EKF encourages all business partners to develop, apply and document suitable control systems to prevent and detect bribery.

EKF's position paper on anti-bribery

EKF encourages the undersigned to read EKF's position paper on prevention of bribery in EKF and in EKF's business transactions, at www.ekf.dk

2. Transparency Policy

EKF Denmark's Export Credit Agency ("EKF")'s Transparency Policy establishes the framework for EKF's disclosure of information regarding the transactions EKF is involved in. The Transparency Policy represents EKF's commitment to constantly maintaining openness and transparency regarding our activities. EKF's Transparency Policy shows due respect for our business partners' need to maintain confidentiality regarding the transaction.

Notwithstanding the type of transaction, disclosure of information will take place 60 days after the issue

of the EKF guarantee or loan, at the earliest.

It is a condition for obtaining a guarantee or loan from EKF that the parties involved accept that EKF will disclose the information mentioned below.

Information will be disclosed, inter alia, on EKF's website and in EKF's reports and publications. EKF reserves the right to disclose other transaction-related materials insofar as these are already publicly available.

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

- › The company's name;
- › Project description;
- › EKF product type;
- › Buyer's name and country;
- › Lending bank;
- › Borrower/guarantor;
- › Environmental and social impacts category;
- › Date of issue;
- › Credit term; and
- › Initial exposure

The information will be disclosed with reference to specific transactions or to accumulated figures covering EKF's entire business. Further information on EKF's Transparency Policy is available at www.ekf.dk.

For transactions classed as A projects, EKF will also disclose a concise project description, and the project's ESIA (Environmental and Social Impact Assessment) will be disclosed at least 30 days before EKF issues a guarantee or loan.

Furthermore, EKF reserves the right to disclose the following documents:

- › ESMP (Environmental and Social Management Plan);
- › ESAP (Environmental and Social Action Plan); and



› any progress reports for the transaction concerned, provided that such documents have been compiled.

3. Declarations

In continuation of the above the undersigned company hereby declares:

- › that it consents to EKF's disclosure of the above-mentioned information concerning the transaction in question;
- › that neither the undersigned, nor any natural or legal person acting on behalf of the undersigned or on the instructions of the undersigned has engaged in or will engage in bribery in connection with the above-mentioned transaction or any associated agreements, etc.;
- › that the undersigned as guarantee holder or principal debtor will reimburse EKF for any amounts already disbursed and subsequent compensation payable to the guarantee holder, including interest applied to such compensation from the date of payment, if the undersigned or any person acting on behalf of the undersigned or on the instructions of the undersigned has engaged in or engages in bribery in connection with the above-mentioned transaction involving EKF and the associated agreements, etc. concluded to that end;
- › that the undersigned will indemnify EKF against all losses and costs, including legal costs, incurred as a result of the undersigned or any person acting on behalf of the undersigned, on the instructions of the undersigned, having engaged in or engaging in bribery in connection with the above-mentioned transaction or any associated agreements, etc. concluded to that end;
- › that the undersigned will notify EKF of any change in the information provided by the undersigned in this declaration;
- › that, if the undersigned makes use of an agent in a direct or indirect transaction with EKF, all payments of commissions/fees by the undersigned to the agent pertain to relevant services and are in reasonable proportion to the value of the service; and
- › that this declaration is subject to Danish law and to settlement in a Danish court of law.

It is a condition for the commencement of a guarantee that the Buyer/Borrower submits a duly signed Declaration of transparency to EKF. In case the Investor or Exporter is not a Guarantee Holder, it is a further condition for the commencement of a guarantee that the Investor and Exporter duly sign the EKF-Declaration on non-bribery and transparency. When issuing a SME guarantee under DKK 5 mill a Declaration of transparency should not be signed by the Buyer/Borrower because the Buyer's/Borrower's name is not made public in those transactions.

Name and signature of authorised signatory

Place and date

Name in block capitals

Signature