

# APPLICANT'S DECLARATION

**REGARDING ENVIRONMENT, DANISH ECONOMIC INTEREST AND NON-BRIBERY**

Version 1.0



Name of applicant: \_\_\_\_\_

In order for a credit insurer to issue a short term credit insurance policy reinsured by Eksport Kredit Fonden ("EKF") to an applicant, the applicant is obliged to complete this declaration concerning the policies reinsured by EKF.

## 1. ENVIRONMENTAL DECLARATION

We, the undersigned applicant, hereby declare that neither we, nor any person acting on our behalf, are aware of any significant Environmental Risk (as defined below) associated with the business insured.

"Environmental Risk" refers to any potential adverse effect on the environment or communities resulting from such insured business - either

- I. with the end-use of goods produced or manufactured by us and exported from Denmark or with the production or manufacturing outside Denmark of goods which are sold by us;
- II. or with the production, manufacturing and/or end-use of goods produced or manufactured by our foreign affiliates outside Denmark; or
- III. with the production, manufacturing and/or end-use of goods produced or manufactured by our foreign affiliates outside Denmark; or
- IV. with services rendered to buyers outside Denmark by us or our foreign affiliates.

Non-insurable Environmental Risk under the reinsurance scheme provided by EKF is inter alia presumed to be present if the following are associated with the business:

- activities deemed illegal under host country laws or regulations or international conventions and agreements or subject to international bans , such as pharmaceuticals, pesticides/herbicides, ozone depleting substances, PCB's, wildlife or products regulated under CITES,
- weapons, munitions or parts thereof,
- activities involving harmful or exploitative forms of forced labor / harmful child labor,
- radioactive materials except medical equipment, quality control (measurement) equipment , or
- unbonded asbestos fibers except bonded asbestos cement sheeting where the asbestos content is less than 20%.

If the applicant is uncertain whether the insured business contains any significant Environmental Risk, EKF will determine this based on information received from the credit insurer about the insured business.



## 2. DANISH ECONOMIC INTEREST DECLARATION

We declare that our buyers are invoiced from Denmark or from our foreign affiliate(s), and that at least one of the following conditions is fulfilled:

- I. We are registered as a Danish company with the Danish Commerce and Companies Agency and at least 40 pct. of the goods exported annually are of Danish origin or are produced in our Danish or our foreign affiliate(s); or goods exported annually are of Danish origin or are produced in our Danish or our foreign affiliate(s); or
- II. We have at least 50 full-time employees in Denmark; or
- III. The goods exported are continuously developed, designed or engineered in Denmark and at least 10 persons are employed full time in Denmark with these activities, or
- IV. We are registered as a Danish company with the Danish Commerce and Companies Agency, and have had an EBITDA (driftsresultat) last financial year amounting to at least DKK 10 mill.

If none of these conditions are satisfied, EKF will determine whether the insured business contains an acceptable Danish economic interest based on information received from the credit insurer about the applicant.

## 3. NON-BRIBERY DECLARATION

### Agents

The undersigned applicant hereby declares that all payments of commission/fees to agents concern relevant supplies or services and are in reasonable proportion to the value of the supply or service.

### Non-bribery

Is the applicant listed on a publicly available “debarment list” of one or more of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, or Inter-American Development Bank?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the applicant, or any person acting on the applicant’s behalf, under charge in a national court or, within the last 5 years, convicted in a national court for violation of laws against bribery of foreign public officials in any country?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Denmark has ratified the OECD Convention to combat bribery of foreign public officials in international business transactions (the OECD Convention on Combating Bribery). § 122 of the Danish Criminal Code states that: “It is an offence for a person to unlawfully provide, promise or offer gifts or other benefits to anyone serving the Danish, foreign or international public or business sector, in order to influence the person concerned in the exercise of their duties, whether it be a question of addition to or omission from these duties. The penalty for this offence is either a fine or imprisonment for up to 3 years.”

Like other export credit agencies within the OECD, EKF is subject to an obligation to obtain a declaration that illegal bribery has not and will not be engaged in as a contravention of the OECD Convention on Combating Bribery and § 122 of the Danish Criminal Code.

EKF encourages all applicants to develop, apply and document control systems that combat bribery.

With reference hereto the undersigned applicant hereby declares that neither we, nor any person acting on our behalf, have engaged in or will engage in bribery in connection with the above-mentioned transaction guaranteed by EKF or any associated agreements.



#### 4. DISCLOSURE OF INFORMATION

EKF reserves the right to publicly disclose the applicant's name and sector in all matters relating to the information and business activities of EKF.

#### 5. DECLARATION

The undersigned applicant hereby declares:

- that the information contained in this declaration is true and correct and acknowledges that the insurer(s) could deny liability under the policy if this declaration contains any misrepresentation which is material,
- that we acknowledge that additional information may be required by EKF or the insurer. We acknowledge and agree that any information relating to the applicant (including buyer information) will be available to EKF,
- that we guarantee that we will refund EKF for indemnification, both already paid and later owing, to the insurer, including interest from the date of payment, if we, or any person acting on our behalf, have engaged in or engage in actions or omissions in connection with the above-mentioned transactions reinsured by EKF or any associated agreements, which are contradictory to the environmental, Danish economic interest or bribery declarations given here,
- that we shall indemnify EKF for all losses and expenses, including legal costs, incurred should we, or anyone acting on our behalf, have engaged in or engage in such actions or omissions in connection with the above-mentioned transaction reinsured by EKF or any associated agreements,
- that EKF can publicly disclose the applicant's name and sector in all matters relating to the information and business activities of EKF, and
- that this declaration is subject to Danish law and to settlement in a Danish court of law.

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Place/date

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Name and registration number (CVR no. if applicable) of applicant

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Signature of authorised signatory

#### Contact Euler Hermes

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