



To: Finnvera Group

cc: Finnvera plc
Large Corporates
P.O. Box 1010
FI-00101 HELSINKI

Dear Sirs,

Anti-Bribery Declaration of the Exporter

Reference is made to the application(s) submitted to Finnvera plc ("Finnvera") and/or Finnish Export Credit Ltd ("FEC") (hereinafter together the "Finnvera Group") concerning the following export transaction (the "Export Transaction"):

Buyer
Description of project

Country

Whereas the Finnvera Group is bound by the OECD Council Recommendation on Bribery and Officially Supported Export Credits, which declares, *inter alia*, that officially supported export credits and export credit guarantees must not be granted with respect to export transactions where bribery has been involved. Therefore, we the undersigned in our capacity as the exporter in relation to the Export Transaction make the following declaration:

1 Anti-Bribery Confirmation

We understand the importance of the development, application and documentation of the appropriate anti-bribery management control systems.

We hereby confirm that:

- (a) the information we have submitted or will submit, directly or through the relevant applicant, to the Finnvera Group concerning the Export Transaction and all costs and expenses related thereto are true and correct;
- (b) we have been informed and understand that promising, offering or giving a bribe to a domestic or foreign public official constitutes an offence under the Finnish Penal Code (Chapter 16, Sections 13, 14, 14a, 14b and 20);

- (c) neither we nor any other party acting under any capacity in our name or on our account engaged or will engage in any corrupt activity in connection with the Export Transaction;
- (d) neither we nor, to the best of our knowledge based on reasonable examination, any other party acting under any capacity in our name or on our account in connection with the Export Transaction are currently under charge in any national court or, within a five-year period preceding the application, have been convicted in any national court or been subject to equivalent national administrative measures for violation of laws against bribery of foreign public officials of any country;
- (e) we will upon demand disclose to the Finnvera Group:
 - (i) the identity of persons acting in our name or on our account in connection with the Export Transaction, and
 - (ii) the amount and purpose of commissions and fees paid, or agreed to be paid, to such persons; and
- (f) we have not been listed on the publicly available debarment lists of the following international financial institutions: World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, and Inter-American Development Bank.

2 Payment Undertaking

In the event that in connection with the Export Transaction we or any other party acting under any capacity in our name or on our account are found, by a court of competent jurisdiction, to being or having been engaged in an act that constitutes corrupt activity within the meaning referred to above, or otherwise is indisputably proven that such party has been or is engaged in a comparable act, we hereby undertake to

- (i) reimburse to Finnvera any amounts Finnvera has paid or shall be required to pay under the terms and conditions of the export credit guarantee relating to the Export Transaction and any costs and expenses incurred in connection with such export credit guarantee (all such amounts under (i) together the "Indemnification") and pay annual interest on the amount of Indemnification, starting from the date of payment, at the interest rate referred to in Section 4 Subsection 1 of the Interest Rate Act (633/1982).

It is also acknowledged by us that in the event that the export credit guarantee is in a form of a buyer credit guarantee the indemnification to be paid by Finnvera to the guarantee holder shall require that the credit is in default pursuant to the terms and conditions of the respective credit agreement;

- (ii) reimburse to FEC any interest subsidies already paid at the time of the termination of the payment of interest subsidies based on the second item of sub-section 1 of section 17 of the Act on Officially Supported Export and Ship Credits and Interest Equalization (1543/2011) and exceeding the interest compensation received by FEC or the State Treasury (the "Excess"), as applicable, and pay annual interest on the amount of interest subsidy paid, starting from the date of payment, at the interest rate referred to in Section 4 Subsection 1 of the Interest Rate Act (633/1982). For the purposes of calculating any

such sum to be reimbursed "interest subsidy" and "interest compensation" shall have the meaning assigned to them in the act referred to herein.

In the event that there is more than one exporter, whose deliveries are being guaranteed and/or financed as part of the Export Transaction, our liability under points (i) and (ii) above, respectively, shall be limited to our Payment Proportion of the Indemnification and/or the Excess, as applicable.

"Payment Proportion" means the proportion, which the export credit amount to finance our export contract(s), any Finnvera guarantee premium and any related local costs bears to the export credit amount to finance the same items under the total Export Transaction.

The confirmation is given and undertakings are made for the benefit of the Finnvera Group and accordingly, each of Finnvera and FEC shall have an independent right to rely on this declaration and enforce its rights hereunder.

3 Representations

We hereby represent and warrant that:

- (a) all corporate approvals have been obtained and corporate action taken as required to execute, deliver and perform this declaration and such approvals and action are in full force and effect; and
- (b) the person(s) who have signed this declaration have been duly authorized to sign on behalf of our company.

4 Governing Law and Jurisdiction

This declaration letter and our undertaking and obligations hereunder are governed by Finnish law.

We hereby agree that any claim or dispute arising from this declaration letter and our obligations hereunder may be settled by the District Court of Helsinki, and we hereby submit to the jurisdiction of such court.

Yours faithfully,



 _____



 _____



 _____